

GOVERNING BOARD

San Joaquin Valley Unified Air Pollution Control District

GOVERNING BOARD MEETING AGENDA

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Hub Walsh, Vice Chair
Supervisor, Merced County

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Councilmember, City of Fresno

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Seyed Sadredin
Executive Director
Air Pollution Control Officer

Northern Region Office
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Southern Region Office
34946 Flyover Court
Bakersfield, CA 93308-9725
(661) 392-5500 • FAX (661) 392-5585

www.valleyair.org

Central Region Office, Governing Board Room
1990 E. Gettysburg Avenue, Fresno, CA

Thursday, May 16, 2013

9:00 a.m.

or as soon thereafter as the matter may be heard following
the Special Public Hearing: Review of 2013-14 Recommended Budget

Meeting held via video teleconference (VTC) system with the Central Region Office (Fresno), the Northern Region Office (Modesto) and the Southern Region Office (Bakersfield). Governing Board meetings are webcast.

All meeting attendees are advised that all pagers, cellular telephones and any other communication devices should be placed in silent mode in the Governing Board Room or VTC Rooms, to prevent interruptions in our Public Meeting proceedings.

Any member of the public may address the Governing Board during both the public comment period and on any scheduled item on the agenda. Comments are limited to a maximum of three minutes per speaker unless, for good cause, the Chair amends the time limit.

- The San Joaquin Valleywide Air Pollution Study Agency Governing Board **WILL NOT MEET** prior to this meeting.
- **A Special Public Hearing will be held immediately PRIOR to the regular meeting for the exclusive purpose of reviewing the District's 2013-14 Recommended Budget and providing the public with the opportunity to comment.**
- Please provide 20 copies of any information intended for use at Governing Board Meetings to the Clerk of the Boards prior to the meeting.
- To request special accommodations for those persons with disabilities or to request Spanish interpreting services, please contact the Clerk of the Boards at (559) 230-6000. At least 7 days prior to the meeting date.
- The Governing Board relies on the credibility of witnesses and the veracity of testimony. On matters brought before this Board for action.
- While we request that you fill in your name on the Sign-In Sheet, filling it out is voluntary.
- **The Complete Agenda Packet is available online at www.valleyair.org**

Motor vehicle use is one of the largest sources of ozone precursor emissions in the San Joaquin Valley. During the summer ozone season, NOx emissions from mobile sources are projected to exceed 380 tons per day, nearly four times the emissions from all industrial stationary sources of emissions, combined!

Ref: http://www.valleyair.org/Air_Quality_Plans/AQ_Final_Adopted_Ozone2007.htm

Tip: The summer in the San Joaquin Valley brings lots of sunny days and is a perfect time to use alternative transportation. Biking or walking to your next destination can help reduce the amount of pollution created. Consider carpooling for your work or school commute.

For more clean air tips, click on www.healthyairliving.com

1. CALL TO ORDER
2. ROLL CALL
3. APPROVAL OF CONSENT CALENDAR - Item Numbers (12 - 18)
These items are routine in nature and are usually approved by a single vote. Prior to action by the Board, the public will be given the opportunity to comment on any consent item.
4. PUBLIC COMMENT - *This time is made available for comments from the public on matters within the Board's jurisdiction that are not on the Agenda. It is requested that no comments be made during this period on items on the Agenda. The public may make comments on each Board Agenda Item during the time allowed for public comment. Attention is called to the fact that the Board is prohibited by law from taking action on matters discussed that are not on the Agenda.*
5. REPORT ON DISTRICT CITIZENS ADVISORY COMMITTEE ACTIVITIES
6. AUTHORIZE THE APCO, WITH BOARD CHAIR SIGNATURE, TO EXECUTE AN AGREEMENT WITH A SELECTED CONTRACTOR FOR THE OZONE SATURATION STUDY IN THE ARVIN AREA
7. APPOINT AD HOC SUBCOMMITTEE TO OVERSEE AND GUIDE AN EVALUATION OF ORGANIZATIONAL AND WORKLOAD ISSUES
8. VERBAL REPORT ON AIR RESOURCES BOARD ACTIVITIES
9. EXECUTIVE DIRECTOR/APCO COMMENTS
10. GOVERNING BOARD MEMBER COMMENTS
11. CLOSED SESSION – The Governing Board will hold a Closed Session pursuant to Section 54957 and 54956.9(d)(4) of the Government Code (Ralph M. Brown Act) as follows:
 - Public Appointment/Employment – Title: District Counsel

ADJOURN

Next scheduled meeting of the Governing Board: Thursday, June 20, 2013 starts at 9:00 a.m., Central Region Office, Governing Board Room, 1990 E. Gettysburg Avenue, Fresno. The meeting will be held via video teleconference (VTC) with the Northern Region Office (Modesto) and the Southern Region Office (Bakersfield) participating via VTC.

CONSENT CALENDAR: ITEMS 12 – 18

12. APPROVE ACTION SUMMARY MINUTES FOR THE SAN JOAQUIN VALLEY UNIFIED AIR POLLUTION CONTROL DISTRICT GOVERNING BOARD MEETING OF THURSDAY, APRIL 18, 2013
13. RECEIVE AND FILE LIST OF SCHEDULED MEETINGS FOR 2013
14. RECEIVE AND FILE OPERATION STATISTICS SUMMARY FOR APRIL 2013
15. RECEIVE AND FILE BUDGET STATUS REPORT AS OF APRIL 30, 2013
16. APPROVE CONTRACT WITH ATMOSPHERIC ANALYSIS & CONSULTING, INC. TO PROVIDE LABORATORY ANALYSIS OF NON-METHANE ORGANIC COMPOUNDS FOR A TOTAL OF \$83,996
17. APPROVE CONTRACT WITH ATMOSPHERIC ANALYSIS & CONSULTING, INC. TO PROVIDE LABORATORY ANALYSIS OF CARBONYL COMPOUNDS FOR A TOTAL OF \$25,581
18. CLAIM FOR DAMAGES AGAINST SAN JOAQUIN VALLEY UNIFIED AIR POLLUTION CONTROL DISTRICT



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DATE: May 16, 2013

TO: SJVUAPCD Governing Board

FROM: Seyed Sadredin, Executive Director/APCO

RE: **ITEM NUMBER 5: REPORT ON DISTRICT
CITIZENS ADVISORY COMMITTEE ACTIVITIES**

Attached are highlights from the Citizens Advisory Committee meeting of May 7, 2013.

Attachments:
Highlights from the CAC meeting of May 7, 2013 (1 page)

HIGHLIGHTS FROM THE CITIZENS ADVISORY COMMITTEE (CAC)
MEETING OF MAY 7, 2013

Update on Development of SIP Credit Rule – Samir Sheikh, District Director of Strategies and Incentives and Anna Meyers, an Air Quality Specialist with the District, provided an update on the development of Rule 9610 (State Implementation Plan Credit for Emission Reductions Generated through Incentive Programs). Although District incentive programs result in emission reductions that are real, quantifiable and enforceable, EPA has not historically granted credit for these reductions in State Implementation Plans. Proposed Rule 9610 would provide administrative mechanisms that would allow the District to fully account for these incentive-based reductions, and use them alongside rule-based reductions to meet Clean Air Act requirements. The District held a public workshop in all three regions to present and discuss the draft rule in April, and has been working closely with EPA and ARB staff on the specific rule provisions and language needed to satisfy Clean Air Act requirements. The District Governing Board will consider adoption of the new proposed rule at an upcoming meeting.

Valley Fever – David Lighthall Ph.D., the District’s Health Science Advisor, provided CAC with a presentation regarding Valley Fever. Valley Fever is caused by an airborne fungus that grows in soils, often on open unirrigated land, and its spores may be entrained in windblown particulate matter. Because the fungus occurs naturally on open land and is spread by winds, it would be extremely difficult to control sources or the spread of the spores. One hope for ultimately addressing Valley Fever could be the Valley Fever Vaccine Project, which was launched with grant funding from the California Healthcare Foundation, the State of California, and several other private and public sources.

CAC Approves EJAG Grant Recommendations – CAC members voted unanimously to approve Environmental Justice Advisory Group recommendations for grant funding in Valley environmental justice areas. Recommended targets for funding include school bus replacement, replacement and retrofit of privately owned refuse collection vehicles, heavy-duty engine replacement, and bicycle/non-motorized vehicle components under the District’s REMOVE program. CAC members also recommended that additional incentive funding be provided in the future to reduce emissions from residential woodburning in low income areas.

Environmental Justice Advisory Group Update– Sarah Sharpe, CAC representative and EJAG member from Fresno County, provided an update on EJAG activities. At the April meeting, Errol Villegas, a District Program Manager, provided EJAG with an update on the District’s monitoring network plan. The annual plan will be submitted to EPA after a public review process. EJAG approved grant subcommittee recommendations for emission reduction incentive grant funding in environmental justice areas. The group also unanimously elected Bob Smith, a Bakersfield City Council Member, as its new vice-chair.

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DATE: May 16, 2013

TO: SJVUAPCD Governing Board



FROM: Seyed Sadredin, Executive Director/APCO
Project Coordinator: Errol Villegas

RE: **ITEM NUMBER 6: AUTHORIZE THE APCO, WITH BOARD CHAIR SIGNATURE, TO EXECUTE AN AGREEMENT WITH A SELECTED CONTRACTOR FOR THE OZONE SATURATION STUDY IN THE ARVIN AREA**

RECOMMENDATION:

Authorize the Executive Director/Air Pollution Control Officer (APCO) to negotiate and enter into an agreement, with Board Chair signature, between the District and the selected contractor to conduct an ozone saturation study in the Arvin area.

BACKGROUND:

The District and the Air Resources Board (ARB) operate monitoring stations throughout the District to determine compliance with federal air quality standards and to provide public notification of local air quality conditions. ARB began operating an ozone monitoring site at the Arvin-Edison Water Storage District in 1989. In July 2009, the Arvin-Edison Water Storage District (Arvin-Edison) informed ARB that the agency was no longer willing to lease a portion of their land located at 20401 Bear Mountain Boulevard in Arvin. ARB had maintained an air quality monitoring station on this leased land since 1989. Due to Arvin-Edison's decision, ARB was forced to relocate its station to a new site within the Arvin area, ultimately shutting down the Arvin-Bear Mountain site in December 2010. Prior to closure, ARB was able to establish a new site at Di Giorgio Elementary School (19405 Buena Vista Blvd), Arvin, CA and operate both stations in parallel for approximately one year (including the summer of 2010). The parallel monitoring conducted at the two Arvin sites indicate that the new site at Arvin-Di Giorgio measured concentrations approximately 10 percent lower than the levels historically recorded on Arvin-Edison's property.

While this relative difference may be due to accuracy levels inherent to air quality monitoring equipment, EPA has indicated that this difference may impact their ability to find the Valley in attainment of federal ozone standards. Additionally, data suggests that ozone concentrations that Arvin residents are exposed to are less than those measured historically at the Arvin-Bear Mountain site, and that concentrations measured at the new site at Di Giorgio Elementary School are more representative of residents' exposure. However, in response to concerns raised, the District is sponsoring a research project to further evaluate the relative differences in ozone concentrations in the Arvin area. The Arvin Saturation Study will look at ozone levels in multiple locations in and around Arvin and should allow the District to develop relationships between measurements at the new air monitoring location (Arvin-Di Giorgio), City of Arvin, and other points in the area during the summer ozone season.

DISCUSSION:

This project is intended to resolve uncertainties concerning the ozone concentrations and potential differences between the new and prior Arvin sites and surrounding sites, and to provide supporting information to ARB, EPA and the District for decisions related to air monitoring in the area. Your Board approved the Arvin saturation study as part of the District's 2012-2013 Scientific Research Priorities at the May 2012 Study Session.

On April 9, 2013, the District released a Request for Proposals (RFP) seeking suitable proposals and commitments to conduct a saturation study in and around the Arvin area. Proposals are due May 9, 2013 and will be expeditiously reviewed to determine if any are acceptable and to recommend selection of a qualified contractor for conduct of this project.

The RFP solicited proposals to provide a field program for temporary, small-scale ozone monitoring in a portion of Kern County to determine ozone gradients in and around the Arvin area. The selected contractor is to establish a network of ozone monitors to collect ozone readings during a six-week portion of the ozone season in the summer of 2013, conduct field operations to collect the data, and analyze the collected data for indications of ozone gradients. The selected contractor is to also utilize the data collected to provide predictive formulae for local ozone concentrations at the City of Arvin and the new and old Arvin monitoring sites, based upon the expectation of continued monitoring at Edison, Bakersfield (California St.) and the new site at Arvin. The data collected should be processed expeditiously with final reports anticipated to be completed by early 2014.

The success of this project depends on the selected contractor being able to purchase equipment, select sites, install equipment, and begin operation of the temporary ozone monitoring network before this summer's peak ozone season for the Arvin area (August-September). Specific contractor recommendations will not be ready for the May 16, 2013 Board meeting, and, given the time sensitivity of conducting monitoring during the

ozone season, waiting for the June 20, 2013 Board meeting to execute a final agreement would compromise the viability of the project. Authorizing the APCO to negotiate and enter into this agreement, with the Board Chair's signature, is needed to ensure that the project begins in a timely manner and achieves the desired objectives. The District will continue to provide updates to the Board upon selection of the contractor, and as implementation of the project progresses. The cost of the project will not exceed the amount previously budgeted by your Board and the most technically superior and cost-effective proposal will be selected in accordance with the criteria included in the RFP.

FISCAL IMPACT:

It is estimated that total project cost will not exceed \$175,000. The District's 2012-2013 Budget contains adequate appropriations to cover the cost of this project. Therefore, no budget amendments are necessary at this time.



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DATE: May 16, 2013

TO: SJVUAPCD Governing Board

FROM: Seyed Sadredin, Executive Director/APCO

RE: **ITEM NUMBER 7: APPOINT AD HOC
SUBCOMMITTEE TO OVERSEE AND GUIDE AN
EVALUATION OF ORGANIZATIONAL AND
WORKLOAD ISSUES**

RECOMMENDATION:

Review and approve the Proposed Workplan for evaluating the District's organizational structure and workload issues, and appoint an Ad Hoc Governing Board subcommittee to oversee and guide the evaluation.

BACKGROUND:

In adherence with the District's *Continuous Improvement* core values, at the May 2013 Governing Board Study Session, the District staff proposed a comprehensive assessment of the District's organizational structure and business practices (Please refer to Agenda Item 12, May 2-3, 2013 Study Session). It was also suggested that in addition to strategic planning, succession planning also be a key focus as we expect a number of high-level retirements and separations in the coming year.

Your Board authorized the formation of an Ad-Hoc Subcommittee of your Board to oversee and guide this evaluation. Supervisor O'Brien was appointed to chair the Subcommittee with assistance from Supervisor Worthley. The Board directed the staff to prepare a workplan for this evaluation for the Governing Board's consideration.

PROPOSED WORKPLAN:

Areas of evaluation will include the following:

1. **A review of the District's organizational structure** - The District's organizational structure will be examined to ensure adequacy with respect to operational efficiency and effectiveness, staff workload, and span of control (i.e., supervisor/manager-to-staff ratios). As a part of this review, opportunities to address staff development and succession planning needs in anticipation of upcoming retirements and separations would also be considered.
2. **Services provided in regional offices** – The evaluation would also include a detailed review of services provided in each of the District's three regional offices. While maintaining three offices helps assure that adequate service is provided to residents throughout the Valley, it also requires significant administrative and management resources. The goal of this review would be to inventory services that are currently provided at the regional offices and those that are provided from the central office, and to assess if any adjustments are needed to better serve stakeholders throughout the Valley.
3. **Analysis of District fee rates** – For several years now, the District has been able maintain the lowest permit fee levels among California Air Districts. Each year, significant cost and workload increases have been offset through implementation of streamlining and efficiency measures, and by productivity increases resulting from your Board's investment in advanced technologies. Although once again in 2013-14 no fee increase is proposed, it is anticipated that at some point in the future, a modest fee increase may be necessary as costs for everything continue to rise. At the May Study Session, your Board expressed a preference that we avoid an across the board increase in fees and instead pursue a more targeted approach limiting possible fee increases to source categories and functions for which costs are not being fully recovered. Under this evaluation, the District will work to identify source categories and functions that may fit the latter category.
4. **Support for the Environmental Justice Advisory Group (EJAG)** - Although EJAG does not have any regulatory or administrative role in the District's permitting, enforcement, planning or rulemaking activities, it does serve as a forum for gathering input that the District may not otherwise obtain, and promoting participation from residents that might not otherwise participate in District events. Recent EJAG accomplishments have included extensive review of outreach materials, providing incentive grant recommendations for environmental justice communities, and promotion of District events including "Tune in/Tune up" events.

EJAG also requires significant staff support. Public meetings are generally held each month in the evening by video-teleconferencing in all three regions of the District. Agendas, meeting notices, and meeting minutes are prepared by staff, and District

managers and directors routinely provide presentations and guidance. The purpose of this review would be to evaluate the work performed by EJAG, revise the scope of duties and responsibilities if needed, and establish appropriate staff support level commensurate with EJAG responsibilities assigned by the Board.

The Workplan implementation schedule will be as follows:

June 2013: Convene a meeting of the Subcommittee to receive preliminary staff report on the scope of work and to provide guidance on the content and methodologies for compiling the necessary information for Board review

August 2013: Detailed assessment report including options and recommendations for Subcommittee consideration. Finalize report and recommendations incorporating Subcommittee's instructions.

September 2013: Present final findings and recommendations to the Governing Board.

FISCAL IMPACT:

Pursuant to your Board's direction, this evaluation will be conducted by the staff under the guidance of the Ad-Hoc Subcommittee. Therefore, no fiscal impact is expected.



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DATE: May 16, 2013

TO: SJVUAPCD Governing Board

FROM: Seyed Sadredin, Executive Director/APCO

RE: **ITEM NUMBER 8: VERBAL REPORT ON AIR RESOURCES BOARD ACTIVITIES**

Attached are highlights of the California Air Resources Board (ARB) meetings of April 19 and April 25, 2013 and a list of upcoming matters before ARB.

Attachments:

- Highlights from the ARB meetings of April 19 and 25, 2013 (2 pages)*
- List of upcoming matters before ARB (1 page)*

HIGHLIGHTS FROM THE CALIFORNIA AIR RESOURCES BOARD
MEETING OF APRIL 19, 2013

Board Approves Linking State Cap and Trade Program with Quebec - At the April 19, 2013 meeting, the State Board approved Cap and Trade rule changes that would allow carbon credits from the Canadian Province of Quebec to be used in California's Cap and Trade program, and allow California credits to be used in Quebec. The ARB approval of the linkage with Quebec followed findings by the California Governor's office that the two programs were substantially similar, providing fixed limits on greenhouse gas emissions from large businesses subject to Cap and Trade, and a market-based mechanism for achieving required reductions in emissions.

HIGHLIGHTS FROM THE CALIFORNIA AIR RESOURCES BOARD
MEETING OF APRIL 25, 2013

Spending Plan for Cap and Trade Proceeds – At the April 25, 2013 meeting, the State Board held a public hearing to present its draft three-year Investment Plan for Cap and Trade auction proceeds. While the draft plan specifies targets by sector, it does not include dollar amounts. Potential areas of investment include sustainable communities and transportation, energy efficiency and clean energy, and natural resources and waste diversion. Under State law, 25 percent of the proceeds must benefit disadvantaged communities and at least 10 percent must be invested in projects located within those communities. Samir Sheikh, the District’s Director of Strategies and Incentives, provided testimony highlighting the significant number of disadvantaged communities in the San Joaquin Valley, and encouraging ARB to focus funding on projects that provide local air quality benefits, in addition to greenhouse gas reductions. As a next step, the State Department of Finance will submit the Plan to the State Legislature in May with Governor’s revised budget, and the Legislature will appropriate Cap and Trade proceeds through the budget process. State agencies will then use the funds to further goals laid out under the State’s climate change law, AB 32 (Nunez), and coordinate with other organizations to provide for local/regional incentives.

Update on Refinery Emergency Preparedness – Also at the April 25 meeting, ARB staff and representatives of large California air districts, including the Valley Air District, provided an update on efforts to develop a new State plan for responding to refinery emergencies, such as the fire at the Chevron refinery in Richmond last August. The first step in developing the plan will be to evaluate best practices throughout the State. Valley refineries are much smaller and located in less densely populated areas than the Richmond refinery, and the District has already invested significant resources in monitoring these operations and emergency preparedness. However, ARB is seeking to address the full range of refinery operations in the state, including small rural refineries, and the District is still a key participant in this effort.

LIST OF UPCOMING MATTERS BEFORE ARB

Potential Amendments to the Cap-and-Trade Regulation – In July, ARB will consider additional changes to its Cap-and-Trade Regulation to address a number of topics including emissions leakage, offset protocol implementation, cost containment, asset allocation, and market rules.

Credit for Incentive-based Emissions Reductions - Over the next several months, ARB staff will be developing a new State regulation to provide an administrative mechanism for obtaining federal credit for emissions reductions achieved through incentive programs. Under the new State regulation, incentive-based emissions reductions, such as those achieved in the Valley by crushing and replacing high-emitting agricultural equipment, could be used to meet some State Implementation Plan commitments.



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DATE: May 16, 2013

TO: SJVUAPCD Governing Board

FROM: Seyed Sadredin, Executive Director/APCO
Project Coordinator: Michelle Franco

RE: **ITEM NUMBER 12: APPROVE ACTION SUMMARY
MINUTES FOR THE SAN JOAQUIN VALLEY
UNIFIED AIR POLLUTION CONTROL DISTRICT
GOVERNING BOARD MEETING OF THURSDAY,
APRIL 18, 2013**

RECOMMENDATION:

Approve the attached Action Summary Minutes.

DISCUSSION:

The following Action Summary Minutes summarize the San Joaquin Valley Unified Air Pollution Control District Governing Board Meeting of Thursday, April 18, 2013.

Attachment:

Action Summary Minutes, SJVUAPCD Governing Board Meeting, April 18, 2013 (14 pages)

Action Summary Minutes

San Joaquin Valley Unified Air Pollution Control District

GOVERNING BOARD

Central Region Office, Governing Board Room
1990 E. Gettysburg Avenue, Fresno, CA

Thursday, April 18, 2013
9:00 a.m.

***Meeting held via teleconferencing with the Central Region Office (Fresno),
the Northern Region Office (Modesto) and the Southern Region Office
(Bakersfield).***

This meeting was webcast.

1. CALL MEETING TO ORDER – The Vice Chair, Supervisor Walsh called the meeting to order at 9:04 a.m.
2. ROLL CALL was taken and a quorum was present.

Present:

Oliver L. Baines III, Councilmember	City of Fresno
Tony Barba, Supervisor	Kings County
Dennis Brazil, Mayor*	City of Gustine
Judy Case, Supervisor	Fresno County
David Couch, Supervisor**	Kern County
Bob Elliott, Supervisor*	San Joaquin County
Harold Hanson, Councilmember**	City of Bakersfield
William O'Brien, Supervisor*	Stanislaus County
Hub Walsh, Supervisor, Vice Chair	Merced County
Tom Wheeler, Supervisor	Madera County
J. Steven Worthley, Supervisor	Tulare County
Sally Bompreszi, Councilmember	City of Madera
Dr. Alexander Sherriffs	Appointed by Governor

* Attended meeting in Northern Region Office

**Attended meeting in the Southern Region Office

Absent:

Skip Barwick, Councilmember, Chair	City of Tulare
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3. APPROVAL OF CONSENT CALENDAR – (Item Numbers 17 - 20) *These matters are routine in nature and are usually approved by a single vote. Prior to action by the Board, the public is given the opportunity to comment on any consent item.*

17. APPROVE ACTION SUMMARY MINUTES FOR THE SAN JOAQUIN VALLEY UNIFIED AIR POLLUTION CONTROL DISTRICT GOVERNING BOARD MEETING OF THURSDAY, MARCH 21, 2013
18. RECEIVE AND FILE LIST OF SCHEDULED MEETINGS FOR 2013
19. RECEIVE AND FILE OPERATION STATISTICS SUMMARY FOR MARCH 2013
20. RECEIVE AND FILE BUDGET STATUS REPORT AS OF MARCH 31, 2013

Public Comment: None

Moved: Worthley

Seconded: Barba

Ayes: Baines, Barba, Bomprezzi, Brazil, Case,
Couch, Elliott, Hanson, O'Brien, Sherriffs,
Wheeler, Worthley, Walsh

Nays: None

Motion unanimously carried to approve Consent Calendar Items 17-20.

4. PUBLIC COMMENT – None
5. S.T.A.R. RECOGNITION (Service, Teamwork, Attitude, Respect) – Adriana Myovich, Director of Personnel, presented this item which formally recognized the employees who reached a service milestone during the first quarter of 2013.

Five Years of Service

Corinne Bartlett, Senior Air Quality Instrument Technician
Gurpreet Brar, Air Quality Engineer II
Cherie Clark, Senior Personnel Analyst
Jennifer Ledergerber, Air Quality Inspector II
Jeff Riding, Air Quality Specialist II
Jack Samarjian, Programmer Analyst II
Nathan Trevino, Supervising Air Quality Instrument Technician
Scott VanDyken, Air Quality Inspector II
Lien Vong, Office Assistant II

Ten Years of Service

Anthony Presto, Air Quality Education Representative II

6. REPORT ON DISTRICT CITIZENS ADVISORY COMMITTEE ACTIVITIES – Kevin Hamilton, CAC - Environmental Interest Group Representative, reported there was a presentation on reducing vehicle idling at Valley schools and the

CAC members expressed support for evaluating and pursuing options for reducing idling. He added the District's Annual Report to the Community was also presented. Mr. Hamilton stated the EJAG update included a presentation on the ARB Adaptive Management Plan and a review of the committee's By-Laws. He added the EJAG Grants Subcommittee is developing recommendations for funding emission reduction projects in environmental justice areas and the recommendations may be included in the 2013-14 District's proposed budget.

Dr. Sherriffs asked if invitations to attend CAC meetings from the Governing Board members to the public are welcomed. Mr. Hamilton responded affirmatively and added invitations are extended to the EJAG meetings as well.

Supervisor Case expressed appreciation for the CAC's undertaking of vehicle idling at Valley schools.

7. APPROPRIATE \$473,643 IN UNANTICIPATED REVENUE FOR THE CARL MOYER MEMORIAL AIR QUALITY STANDARDS ATTAINMENT PROGRAM FROM THE MOJAVE DESERT AIR QUALITY MANAGEMENT DISTRICT AND THE TUOLUMNE COUNTY AIR POLLUTION CONTROL DISTRICT – Seyed Sadredin, Executive Director/APCO, explained the Carl Moyer Program funds have been utilized to reduce the impacts of diesel emissions. He added the District has successfully partnered with the Mojave Desert Air Quality Management District for the last four years to accept and use their Carl Moyer funds on projects located in the Valley. Mr. Sadredin noted in addition this year the Tuolumne County Air Pollution Control District approached the District to utilize their Carl Moyer funds in the Valley. He expressed gratitude to both Districts. Mr. Sadredin requested a letter of appreciation from the Chair to the two Districts should the Board approve this item.

Supervisor Wheeler asked why the other Districts could not administer the funds themselves. Mr. Sadredin explained the District has more resources to manage incentive programs.

Supervisor Case commented there is minimal administrative funding and due to the District being larger and efficient the administrative costs are absorbed. She stated it speaks well that the District works well with other air pollution districts. She added receiving his revenue also says a lot of about the staff of the District and their ability to do things efficiently and distribute the funds for air pollution reduction programs.

Supervisor Worthley explained the District's program were audited and deemed the most efficient which brought recognition among other air districts. He added he wanted to extend thanks to District staff because receiving this revenue is a direct relationship to the efficiencies of what is accomplished.

Public Comment: None.

Moved: Wheeler
Seconded: Worthley
Ayes: Baines, Barba, Bompreszi, Brazil, Case,
Couch, Elliott, Hanson, O'Brien, Sherriffs,
Wheeler, Worthley, Walsh
Nays: None

Motion unanimously carried to approve the appropriation of \$473,643 in unanticipated revenue for the Carl Moyer Memorial Air Quality Standards Attainment Program from the Mojave Desert Air Quality Management District and the Tuolumne County Air Pollution Control District.

8. APPROVE VOLUNTARY EMISSION REDUCTION AGREEMENT WITH MERITAGE HOMES OF CALIFORNIA, INC. TO RECEIVE FUNDS IN THE AMOUNT OF APPROXIMATELY \$1,940,000 FOR THE PURPOSE OF MITIGATING AIR QUALITY IMPACTS OF THE PROPOSED "PILLSBURY ESTATES" DEVELOPMENT PROJECT – Dave Warner, Director of Permit Services, explained the key concepts of the District entering into mitigation agreements. He added that these agreements benefit air quality by achieving additional reductions in emissions. Mr. Warner explained these agreements are between developers and the District and are designed to mitigate the air quality impacts of these projects. He noted the District encourages developers to implement everything they can do to reduce the generation of onsite emission by using best design practices. Mr. Warner commented although there are several ways to reduce emissions through design elements, there could still be significant increases in emissions associated with mobile sources that are attracted to these new communities. He stated these agreements are all about mitigating these emissions.

Mr. Warner explained the developer submits to the District its assessment of air quality impacts, the District does an analysis to quantify the emissions from the projects. He continued the District invests funds provided by the developer in emissions reductions projects through grant programs. Mr. Warner added the projects are chosen by looking at the proximity of the reduction to the source of emissions increase and also at the cost effectiveness of the reductions. He noted the District's incentive program has really been repeatedly found to not only implement best practices for these kinds of efforts, but also to set those standards.

Mr. Warner stated it is important to note these agreements are not required by any rule or regulation, they're voluntary. He added they address air pollution concerns that are beyond the scope of the air districts rules and regulations. Mr. Warner commented the money is spent on emissions reductions projects as soon as possible so that the increases are mitigated contemporaneously and that there are no refunds after funds are spent.

Mr. Warner explained these agreements are complimentary to the California Environmental Quality Act (CEQA) process in that the developers can commit to

these agreements as part of their efforts to mitigate their environmental impacts under CEQA. He added they are also complimentary to the District's Indirect Source Review Rule.

Mr. Warner reported it's important to understand the Board is not voting on whether or not to approve the Pillsbury Estates Project. However if the Board approves this agreement, it ensures the significant air quality impacts that may result from the development are going to be fully mitigated.

Supervisor O'Brien asked how the rate per ton is calculated. Mr. Sadredin responded the rate per ton is established in the District's Indirect Source Review Rule approved by the Board and is calculated based on the actual dollars that it will take to purchase the number of tons of emissions in San Joaquin Valley. He added the contracts do include provisions to increase or lower the mitigation costs depending on the actual cost of the reductions. He clarified the fee is determined by the quantity of emissions over the defined lifetime of the project.

Supervisor Elliott requested clarification on the estimate of 20 tons per year emissions after employing on-site mitigations. Mr. Sadredin explained the 20 tons per year is the net increase in emissions after the reductions the developer is able and willing to do on-site. He added developers typically perform a cost benefit analysis and determine what is most economically feasible by design features. Supervisor Elliott asked if the mitigated emissions are in addition to what is required. Mr. Sadredin answered affirmatively and explained the developer is doing what is necessary to satisfy the needs and concerns within the community.

Mr. Worthley provided a brief history of the circumstances that brought developers to create mitigation agreements. He noted the District is not charging the developers; the developers are offering mitigation costs to avoid litigation.

Supervisor O'Brien expressed a concern for different rates for the two different projects on the agenda. Mr. Sadredin noted there are different types of emissions and variations in the defined life cycle for certain emissions for mobile sources, stationary sources and construction phases. Supervisor O'Brien asked what is producing the 20.17 tons per year of emissions for this project. Mr. Warner explained the emissions are operational emissions. He added the District estimates a ten-year life cycle for these sources of emissions.

Supervisor Couch commented he would support the Board taking additional time to consider the approval of the agreements.

Public Comment: *The following persons provided comment on this item:*

- Tom Frantz, AIR
- Manuel Cunha, Nisei Farmers League

Moved: Worthley
Seconded: Wheeler
Ayes: Baines, Barba, Bomprezzi, Brazil, Case, Couch,
Elliott Hanson, O'Brien, Sherriffs, Wheeler,
Worthley, Walsh
Nays: None

Motion unanimously carried to approve voluntary emission reduction agreement with Meritage Homes of California, Inc. to receive funds in the amount of approximately \$1,940,000 for the purpose of mitigating air quality impacts of the proposed "Pillsbury Estates" development project

9. APPROVE TWO MITIGATION AGREEMENTS WITH HYDROGEN ENERGY CALIFORNIA, LLC TO RECEIVE FUNDS IN THE AMOUNT OF APPROXIMATELY \$8,747,160 FOR THE PURPOSE OF MITIGATING AIR QUALITY IMPACTS OF A PROPOSED NEW POWER GENERATION FACILITY IN KERN COUNTY –Supervisor Walsh noted neither the District nor the Board is the siting agency for the project. He added the recommendation before the Board is the approval of mitigation agreements should the project be approved, and not the approval of the project itself.

Mr. Warner began the presentation by stating the proposed mitigation agreements are with Hydrogen Energy California (HECA). He added the project is a future power plant and fertilizer manufacturing facility in Kern County. Mr. Warner commented the key concepts of the agreement are that the District uses developer funds to generate enforceable and publicly accountable emissions reductions that directly and contemporaneously mitigate the proposed increase in emissions.

Mr. Warner explained HECA is a power plant with the ability of putting 300 megawatts into the grid making it a medium sized power plant. He added it uses coal or petroleum coke but it doesn't burn the coal or coke as a typical power plant. He stated instead it gasifies the coal driving off the hydrogen and essentially turns the hydrogen from the coal into the fuel that gets burned in the turbine. He noted this difference is significant because it inherently reduces emissions from the process and it also allows for some very advanced emission controls that are not possible in a typical coal fired power plant. He gave the example of nitrogen oxides emissions are emitted at approximately the same concentration as from the cleanest natural gas fired power plants. He commented that another interesting difference between this power plant and a more typical facility is that the CO₂ that is generated during the gasification process will be captured, separated from the hydrogen, compressed and then delivered via pipeline to a nearby oil field for injection in the oil containing formations underground enhancing the oil production of the oil field and permanently sequestering the CO₂. Mr. Warner explained the CO₂ from power plants is believed to be one of the most potent man-made global warming

pollutants so permanently sequestering CO₂ is a very interesting possibility so much so that the Department of Energy is providing more than \$400 million in grant funds to HECA. He commented that one more interesting aspect of the HECA plant is that they will be producing a nitrogen-based fertilizer of various kinds when not producing power. He concluded that the fuel will be delivered and products and waste will be taken from the plant in large numbers of trucks every day, and HECA is attempting to site a train rail spur which will reduce the number of trucks significantly, but if there's no train spur there will be average of almost 400 truck trips per day with peak trips of about 500.

Mr. Warner presented a photo of where the facility will be located explaining the area is sparsely inhabited except for agricultural operations.

Mr. Warner reported the State of California has provided the California Energy Commission (CEC) with the sole licensing authority over power plants of 50 MW and greater in size. He added the CEC is the only agency in the state that issues a pre-construction permit for power plants and in this case it is a license that allows construction. He noted CEC is responsible for ensuring the proposal complies with all applicable laws including District rules and regulations. He added the local government officials cannot say where or whether a power plant is sited in their jurisdictions. He explained the role of local governments is limited in making comments and recommending mitigations of any particular impacts that are expected. He added the District is in exactly that same role noting the District can provide comments to the CEC but the District does not issue a permit or any kind of approval that allows the facility to begin construction. Mr. Warner explained the District's role is to provide comments in an official document named a Determination of Compliance (DOC) in which the District assesses the power plant's ability to comply with all air quality rules. He added the District also identifies conditions the CEC needs to incorporate into their licensing process in order to ensure the facility complies with those rules. He noted the CEC makes its own independent decisions regarding the rules the facility must adhere to.

Mr. Warner reported the District has released a preliminary DOC for HECA and in the document is a list of all applicable rules and regulations that were analyzed including rules that require all of the stationary source emission points to be controlled with the very best air pollution control available and all remaining emission from those stationary sources be mitigated to less than significant levels with emissions reduction credits. He added the District also performs comprehensive computer modeling of the emissions and their potential to cause health impacts using methods developed by the state's Office of Environmental Health and Hazard Assessment (OEHHA). He stated the District's analysis concluded that the HECA facility as proposed will not create a health risk to the residents of the Valley. He noted the HECA facility as proposed can comply with all applicable regulations. Mr. Warner stated the District has held a public hearing in Bakersfield and will be holding another public hearing in Spanish for public comment. He added the District is requesting all comments be submitted by May 30th, after which the District will be taking final action. Mr. Warner explained the DOC is a staff approval process with its own public processes established by the

rules and regulations the Board has adopted. He added the DOC is all about the determination of whether or not the facility complies with all air quality regulations.

Mr. Warner reported there is a requirement in Rule 2201 (New and Modified Stationary Source Review Rule) that states all new significant increases in emissions from stationary equipment at facilities be mitigated with emissions reductions. He added the credits will be surrendered to the District to mitigate increases in emissions and are required by the conditions that are being recommended to CEC to demonstrate compliance with the District rules and regulations. He commented that HECA is going beyond the requirements with the agreements by mitigating for three categories of emissions. He explained that the first category and the first agreement involve the increase in NO_x emissions due to efficiency loss associated with carbon sequestration and coal gasification. He added HECA agreed to mitigate the excess emissions. He further explained the second category of emissions covered by the second agreement mitigates all construction emissions. He added the third category is the mitigation of NO_x emissions associated with the long term operation of the facility and is mitigated in the second agreement as well.

Supervisor O'Brien commended staff for their willingness to consider new and innovative projects in this case and assessment of the project.

Supervisor Case asked if the DOC will be before the Board for approval. Mr. Sadredin explained the Board does not approve the DOC, but there is a public hearing, at the staff level. He noted the CEC has advised the District they would like to publish their preliminary staff assessment by the end of April and it's important to include the mitigation agreements in the CEC's public process. This would allow for another round of public review and assessment through the CEC process.

Supervisor Couch expressed concern regarding the DOC being completed after the mitigation agreements come before the Board. He commented that he cannot support this matter due to the fact that the Kern County Board of Supervisors, which he serves on, has asked CEC to consider an alternative site for this project and that the proposed mitigations are for the site currently proposed by the applicant.

Supervisor Elliott asked if Rule 2201 requires more mitigation than emissions produced. Mr. Sadredin responded affirmatively. He explained the mitigations are from off-site sources, not the facility where the emissions are being produced, and the extra mitigation is to offset the distance from the off-site source and the facility in question. Supervisor Elliott asked if the facility receives credit for the additional mitigation. Mr. Sadredin stated the facility does not receive credit for the additional mitigation. Supervisor Elliott requested clarification of the CO₂ sequestration and the reason for the need for additional mitigation. Mr. Sadredin explained that the Governing Board has placed a higher priority on public health versus climate change. He added that in this case sequestering CO₂ is good for

climate change but leads to increased NOx formation which is a public health concern.

Dr. Sherriffs clarified air quality impacts being fully mitigated essentially means zero new criteria pollutants. Mr. Warner responded affirmatively. Dr. Sherriffs stated the DOC is not part of the mitigation, but the mitigation is part of the DOC. Mr. Warner responded affirmatively. Dr. Sherriffs commented there is a public process and there may be additional mitigation agreements should the need arise. Mr. Warner responded affirmatively.

Councilmember Hanson asked what happens if the Board does not approve the agreements. Mr. Sadredin explained the opportunity to mitigate the impact of the project is being denied. He recommended the approval ensures the agreements are incorporated into the CEC's report and will be fully accessible to public review during the CEC process. He added if the agreements are not approved today it is possible the project may be approved by the CEC without any mitigation agreements. Councilmember Hanson expressed concern with future issues that may arise. Mr. Sadredin explained the approval of the mitigation agreements in no way results in approval of the project. He added the agreements before the Board provide for mitigation of worst case emissions.

Councilmember Baines expressed appreciation for staff's efforts on the presentation. He commented there cannot be too much mitigation because the District's mission is to improve air quality and public health.

Supervisor Couch conveyed appreciation for the staff's work and stated they have done a good job.

Supervisor Walsh asked if the facility would also be required to comply with the National Environmental Policy Act (NEPA). Catherine Redmond, District Counsel, responded the facility would have to go through NEPA but the process is less rigorous than the CEQA process. Leonard Scandura, Permit Services Manager, displayed a binder of over 600 pages of the District's analysis. Supervisor Walsh asked if the ancillary projects will be approved by CEC or land use decisions. Mr. Sadredin explained the other project would require District permits and other land use authorization. He added that CEC will consider the impact from ancillary projects in their review.

Public Comment: *The following persons provided comment on this item:*

- Manuel Cunha, Nisei Farmers League
- George Landman, Hydrogen Energy California, LLC
- Mike Carroll, Latham and Watkins
- Sarah Sharpe, Fresno Metro Ministry
- Elizabeth Jonasson, Coalition for Clean Air
- Tom Frantz, Shafter Resident

Moved: Worthley
Seconded: Barba
Ayes: Baines, Barba, Bompreszi, Brazil, Case, Elliott, Hanson,
O'Brien, Sherriffs, Wheeler, Worthley, Walsh
Nays: Couch

Motion carried to approve two mitigation agreements with Hydrogen Energy California, LLC. to receive funds in the amount of approximately \$8,747,160 for the purpose of mitigating air quality impacts of a proposed new power generation facility in Kern County.

10. END OF SEASON REPORT ON THE 2012-13 WOOD-BURNING SEASON – Jaime Holt, Chief Communications Officer, Errol Villegas, Strategies and Incentive Program Manager and Jessi Fierro, Supervising Air Quality Specialist gave the presentation on this item. Ms. Fierro explained there are several departments at the District working together to ensure the program is successful. She gave a brief summary on what occurs and the reason for the rules during the wood-burning season. Ms. Fierro explained wood burning emissions are the largest source of PM2.5 emission during winter months thus the residential wood burning curtailment program assists in limiting the impact of emissions. She added Rule 4901 (Wood Burning Fireplaces and Wood Burning Heaters) has been amended and will be amended again for the PM2.5 Plan. She stated the Rule is very important because it prevents 16 tons per day of PM2.5 emissions on each Valley-wide no-burn day. Ms. Fierro commented the continued success will require a strong public outreach and education strategy and public support. She reviewed the health benefits of Rule 4901 including reducing health impacts when and where emissions reductions are most needed in impacted areas.

Mr. Villegas briefly reviewed the significant improvement in air quality during the 2012-13 winter compared to the 2011-12 winter months. He noted the unhealthy AQI days and wood burning curtailments were reduced throughout the Valley. He added there is an overall trend in decreasing PM2.5 levels. Mr. Villegas presented graphs to illustrate the improvement. He noted the Rule is not the only reason for the improvement adding that public outreach including new lifestyle media contributed to the success.

Ms. Holt noted the Check Before You Burn program is one of the most important annual District outreach programs. She added the program falls under the Healthy Air Living program. She stated the advertising included Board members and is multi-lingual throughout the Valley. Ms. Holt explained the message is being distributed to schools and children. She added the District incorporated the acknowledgment of the public in the campaign message. Ms. Holt shared some of the television commercials and thanked the Board for their participation in the public service announcements. Ms. Holt explained the lifestyle media is cost effective and distributes the information to a younger, more mobile demographic.

Ms. Fierro stated the Burn Cleaner Incentive Funding is an important resource for helping Valley residents to make changes in their residential wood burning practices. She reviewed the funding levels and the number of vouchers issued. Ms. Fierro noted the potential program enhancements will be discussed at the May 2013 Study Session. Ms. Fierro reported the District continues the previously implemented shift of staff hours to include night and weekends for enforcement efforts. She reviewed the number of violation notices issued which was fewer than the previous season.

Supervisor Worthley asked if there was sufficient funding for all applicants. Mr. Sadredin noted there were no applicants denied funding. Supervisor Worthley complimented Ms. Fierro on her presentation.

Supervisor Case acknowledged staff's efforts on this item.

Councilmember Hanson stated he supports the Wood-Burning Rule. He requested a presentation on the studies that discuss mortality rates. Mr. Sadredin noted all particulates are different and do not have the same impact. He added a briefing memo explaining the studies will be distributed to the Board. David Lighthall, Health Science Advisor, stated the mortality figures are based on a series of national studies that are large epidemiological studies based on the relationship between deaths and the annual daily exposure of the subjects. Councilmember Hanson requested an update on the speciation studies.

Supervisor Elliott expressed concern with the language regarding prevention of premature mortality. Dr. Sherriffs commented there is very strong evidence to confirm PM2.5 does impact health.

Supervisor Walsh asked where the Healthy Air Living smartphone application can be downloaded. Ms. Holt explained an app is for iPhones, but the app for Androids and Windows is currently being developed. She added it can be downloaded from the District website or iTunes. Supervisor Walsh suggested the discussion of the data and studies be added to the Study Session Agenda.

Public Comment: None.

11. APPROVE CONTRACT WITH JEFFREY SCOTT ADVERTISING (JSA) FOR OUTREACH AND MARKETING AGENCY REPRESENTATION – COMPREHENSIVE, MULTILINGUAL PUBLIC OUTREACH CAMPAIGNS – Mr. Sadredin explained a letter was received by the District on April 17, 2013 late in the day from a law firm that their client had questions regarding this item. He stated there was no specific concern identified in the letter. He recommended not delaying the approval of the contract since the ozone season begins May 1st and the outreach campaigns need to get started. Mr. Sadredin noted there is a 30-day contract cancellation provision should the Board not be satisfied with the results.

Ms. Holt stated the Valley is faced with unmatched challenges and stringent federal standards that require additional emissions reductions. She added the focus for outreach campaigns is to educate the public that what they do on a daily basis has a direct impact on the District's ability to reach public health goals and meet the standards. She noted businesses cannot meet the clean air goals alone. Ms. Holt reported the outreach campaign is focused on educating the public to take steps to protect their health and to reduce their emissions. She explained two years ago the District went through a very competitive Request For Proposal (RFP) process and Jeffrey Scott Advertising (JSA) provided the best proposal at that time. She added the contract with JSA explained the term was for one year with the possibility of a contract renewal for up to four years with the Board's approval on an annual basis. She noted the contract before the Board today is the third of the contract series. Ms. Holt reviewed the roles of JSA including reaching multiple target groups, developing overall strategies and producing outreach pieces. She added JSA assists in leveraging funds through partnerships and the organization donates staff hours and secured free media for key District projects. Ms. Holt noted JSA does not move forward on any projects without District approval. She stated the District spends less per capita on outreach than any other large air district and has better effectiveness. She said there is no increase in the contract. Ms. Holt reviewed the scope of work includes the Summer Healthy Air Living campaign, Real-time Air Advisory Network and incentive programs. Ms. Holt reviewed the fiscal details including monthly invoicing.

Councilmember Hanson made the motion to approve the contract with Jeffrey Scott Advertising.

Supervisor O'Brien asked if JSA assisted with the PBS documentary. Ms. Holt explained JSA did not assist with the PBS documentary.

Dr. Sherriffs asked if there was consideration to work with the Bay Area districts in the multi-media markets. Mr. Sadredin stated the District implemented the suggestion by Supervisor O'Brien and coordinated with Bay Area air districts to have one phone number for residents to call and check whether they can burn in their fireplaces. Ms. Holt added District staff, Sacramento Air District and JSA will meet at least twice a year with the televisions stations and news rooms.

Supervisor O'Brien asked if the money spent is being tracked by region. Ms. Holt responded affirmatively.

Supervisor Case complemented Ms. Holt and her staff and acknowledged JSA staff.

Public Comment: None

Moved: Hanson
Seconded: Wheeler
Ayes: Baines, Barba, Bomprezzi, Brazil, Case, Couch, Elliott,

Hanson, Sherriffs, Wheeler, Worthley, Walsh
Nays: O'Brien

Motion carried to approve contract with Jeffrey Scott Advertising for outreach and marketing agency representation – comprehensive multilingual public outreach campaigns.

12. APPOINTMENT OF GOVERNING BOARD MEMBERS TO AD-HOC HEARING BOARD MEMBER REVIEW COMMITTEES – Supervisor Walsh asked the previous Hearing Board Member Review Committee if they still wished to serve. Mayor Brazil asked about the times of the committee meetings. Mr. Sadredin explained staff will work with the schedules of the members. The following members were appointed by the Vice Chair:

Mayor Brazil
Supervisor O'Brien
Councilmember Barwick
Councilmember Hanson
Supervisor Barba
Councilmember Bompreszi

13. VERBAL REPORT ON AIR RESOURCES BOARD ACTIVITIES – Dr. Sherriffs reported the Board approved several research projects at their last meeting and funding for the Truck Loan Assistance Program. He stated at the upcoming Board meeting there will be a review of regulations to promote linkages with other jurisdictions interested in using Cap-and-Trade as a mechanism to decrease green-house gas emissions. He added the Board will also review the priorities for the funds gained from Cap-and-Trade auctions.
14. EXECUTIVE DIRECTOR/APCO COMMENTS – Mr. Sadredin reported the Sequoia National Forest published the Forest Management document noting the District has made significant comments regarding minimizing air quality impact due to prescribed burning. He noted the Governing Board Study Session will be held on May 2nd and May 3rd at Bass Lake.
15. GOVERNING BOARD MEMBER COMMENTS – Supervisor Worthley reported he and associates traveled to Washington D.C. and were informed there were CMAQ funds that were to be used in Tulare County specifically for air quality improvement projects.

Supervisor Wheeler stated he attended the Governing Board Budget Subcommittee meeting and commended staff for the presentation on streamlining and efficiency. He stated he asked his staff to contact District staff regarding the District's Labor Information System.

16. **CLOSED SESSION** – District Counsel, Catherine Redmond, announced the Board would move to Closed Session pursuant to Section 54957 and 54956.9(d)(4) of the Government Code (Ralph M. Brown Act) to discuss the following item, followed by adjournment:

- Conference with Legal Counsel – Anticipated Litigation; Initiation of litigation pursuant to Government code section 54956.9(c) (2 potential cases)

Assistant District Counsel, Annette Ballatore-Williamson, reported the Governing Board, through unanimous vote, authorized the initiation of two lawsuits; one involving a grant contract and the second against a facilities contractor, followed by adjournment.

ADJOURN

Meeting adjourned at 12:29 p.m.

The next scheduled meeting of the Governing Board is: Thursday, May 16, 2013. Meeting starts at 9:00 a.m., in the Central Region Office, Governing Board Room, 1990 E. Gettysburg Avenue, Fresno. The meeting will be held via video teleconference (VTC) with the Northern Region Office (Modesto) and the Southern Region Office (Bakersfield) participating via VTC.



GOVERNING BOARD

Skip Barwick, Chair
Councilmember, City of Tulare

Hub Walsh, Vice Chair
Supervisor, Merced County

Oliver L. Baines III
Councilmember, City of Fresno

Tony Barba
Supervisor, Kings County

Sally J. Bompreszi
Councilmember, City of Madera

Dennis Brazil
Mayor, City of Gustine

Judith G. Case
Supervisor, Fresno County

David Couch
Supervisor, Kern County

Bob Elliott
Supervisor, San Joaquin County

Harold Hanson
Councilmember, City of Bakersfield

William O'Brien
Supervisor, Stanislaus County

Alexander C. Sherriffs, M.D.
Appointed by Governor

Tom Wheeler
Supervisor, Madera County

J. Steven Worthley
Supervisor, Tulare County

Seyed Sadredin
Executive Director
Air Pollution Control Officer

Northern Region Office
4800 Enterprise Way
Modesto, CA 95356-8718
(209) 557-6400 • FAX (209) 557-6475

Central Region Office
1990 East Gettysburg Avenue
Fresno, CA 93726-0244
(559) 230-6000 • FAX (559) 230-6061

Southern Region Office
34946 Flyover Court
Bakersfield, CA 93308-9725
(661) 392-5500 • FAX (661) 392-5585

DATE: May 16, 2013

TO: SJVUAPCD Governing Board

FROM: Seyed Sadredin, Executive Director/APCO
Project Coordinator: Michelle Franco

RE: **ITEM NUMBER 13: RECEIVE AND FILE LIST OF SCHEDULED MEETINGS FOR 2013**

RECOMMENDATION:

Receive and file list of scheduled meetings for 2013.

Attachments:

Attachment A: 2013 Schedule of All Meetings (6 pages)

Attachment B: Summary of Draft Rules (2 pages)

San Joaquin Valley Unified Air Pollution Control District
Meeting of the Governing Board
May 16, 2013

**RECEIVE AND FILE LIST OF SCHEDULED
MEETINGS FOR 2013**

Attachment A:

2013 SCHEDULE OF ALL MEETINGS
(6 pages)

San Joaquin Valley Unified Air Pollution Control District
Scheduled Meetings for 2013

GOVERNING BOARD MEETINGS

Meets the third Thursday of the month.

Governing Board Meetings will commence at 9:00 a.m.

CENTRAL REGION OFFICE, GOVERNING BOARD ROOM
1990 EAST GETTYSBURG AVENUE, FRESNO, CA

Meetings held via video teleconference (VTC) with the
Northern Region Office (Modesto, CA.) and the Southern Region
Office (Bakersfield, CA.) participating via VTC.

Governing Board Meetings are Webcast.

All Meeting attendees are advised that all pagers, cellular telephones and any other communication devices should be powered off upon entering the Governing Board Room or VTC Room, as these devices interfere with our audio equipment.

Any member of the public may address the Governing Board during both the public comment period and on any scheduled item on the agenda. Comments are limited to a maximum of three minutes per speaker unless, for good cause, the Chair grants a longer period of time.

2013 SCHEDULE

June 20, 2013

NO MEETING IN JULY

August 15, 2013

September 19, 2013

October 17, 2013

November 21, 2013 - TENTATIVE

December 19, 2013

REGIONAL HEARING BOARDS

TENTATIVE MEETINGS

(Hearing Boards meet only if petitions are received)

NORTHERN REGION HEARING BOARD

Meets the first Wednesday of the month.
Hearing Board meetings will commence at 10:00 a.m.

NORTHERN REGION OFFICE,
4800 ENTERPRISE WAY, VTC ROOM, MODESTO, CA.

Meetings held via video teleconference (VTC) with the
Central Region Office (Fresno, CA.) participating via VTC.

2013 SCHEDULE

June 5, 2013
July 3, 2013
August 7, 2013
September 4, 2013
October 2, 2013
November 6, 2013
December 4, 2013

SOUTHERN REGION HEARING BOARD

Meets the second Wednesday of the month.
Hearing Board meetings will commence at 10:00 a.m.

SOUTHERN REGION OFFICE
34946 FLYOVER COURT, BAKERSFIELD, CA.

Meetings held via video teleconference (VTC) with the
Central Region Office (Fresno, CA.) participating via VTC.

2013 SCHEDULE

June 12, 2013
July 10, 2013
August 14, 2013
September 11, 2013
October 9, 2013
November 13, 2013
December 11, 2013

CENTRAL REGION HEARING BOARD

Meets the third Wednesday of the month
Hearing Board meetings will commence at 10:00 a.m.

CENTRAL REGION OFFICE, GOVERNING BOARD ROOM
1990 EAST GETTYSBURG AVENUE, FRESNO, CA

2013 SCHEDULE

June 19, 2013
July 17, 2013
August 21, 2013
September 18, 2013
October 16, 2013
November 20, 2013
December 18, 2013

CITIZENS ADVISORY COMMITTEE MEETINGS

Meets the first Tuesday of each month.
Meeting will commence at 10:00 a.m.

CENTRAL REGION OFFICE, GOVERNING BOARD ROOM
1990 EAST GETTYSBURG AVENUE, FRESNO, CA

Meetings held via video teleconference (VTC) with the
Northern Region Office (Modesto, CA.) and the Southern Region
Office (Bakersfield, CA.) participating via VTC.

2013 SCHEDULE

June 4, 2013
NO MEETING IN JULY
August 6, 2013
September 3, 2013
October 1, 2013
NO MEETING IN NOVEMBER
December 3, 2013

For comprehensive information, visit the Valley Air District's Web Site at:
www.valleyair.org

ENVIRONMENTAL JUSTICE ADVISORY GROUP MEETINGS

Meets the fourth Thursday of each month.
Meeting will commence at 5:30 p.m.

CENTRAL REGION OFFICE, GOVERNING BOARD ROOM
1990 EAST GETTYSBURG AVENUE, FRESNO, CA

Meetings held via video teleconference (VTC) with the
Northern Region Office (Modesto, CA) and the Southern Region
Office (Bakersfield, CA) participating via VTC.

2013 SCHEDULE

June 27, 2013

NO MEETING IN JULY

August 22, 2013

September 26, 2013

October 24, 2013

NO MEETING IN NOVEMBER

December 26, 2013

San Joaquin Valley Unified Air Pollution Control District
Meeting of the Governing Board
May 16, 2013

**RECEIVE AND FILE LIST OF SCHEDULED
MEETINGS FOR 2013**

Attachment B:

SUMMARY OF DRAFT RULES
(2 pages)

**SAN JOAQUIN VALLEY UNIFIED AIR POLLUTION CONTROL DISTRICT
SUMMARY OF RULES AND PLANS**

May 16, 2013

**Copies of draft plans and rules are available by calling (559) 230-6100 and
on the District's Website www.valleyair.org/workshops/public_workshops_idx.htm
Staff contacts can be reached at (559) 230-6100**

No Past Actions – April 2013

Upcoming Projects

New Rule 9610 (SIP-Creditability of Incentives): The District's successful incentive-based measures have been reducing pollutant emissions above and beyond reductions being achieved through traditional regulations. Historically, EPA has not granted credit for incentive-based reductions for use in State Implementation Plans (SIPs) to meet Clean Air Act obligations. This new District rule will establish appropriate mechanisms for the District to take SIP credit for eligible incentive programs. Once given credit, SIP-creditable incentive-based emissions reductions would be used alongside regulatory measures to meet federal Clean Air Act requirements, such as requirements for contingency reductions and reasonable further progress.

Status: A public workshop was held on April 9, with a written comment period through April 23. The proposed rule will post by May 21, 2013. Comments may be received up to and during the public hearing to consider rule adoption.

Governing Board Hearing: June 20, 2013

Contact: Jeannine Tackett and Anna Myers

Rules 4621 and 4622 (Gasoline Dispensing Facilities): Amendments would incorporate an exemption from requiring Phase II vapor recovery systems for facilities dispensing E85 fuel (85% ethanol and 15% gasoline), as all vehicles that use E85 are also equipped with Onboard Refueling Vapor Recovery (ORVR). Amendments would also address ARB's proposed operator cost reduction measures.

Status: A scoping meeting will be held during second quarter 2013.

Governing Board Hearing: Fourth quarter 2013

Contact: Jim Swaney

Rule 4308 (Boilers, Steam Generators, and Process Heaters 0.075 to <2 MMBtu/hr): The District committed to amending Rule 4308 in the recently adopted *2012 PM2.5 Plan*. Rule amendments would consider lowering the NOx emission limit for instantaneous water heaters in the size range of 0.075–0.4 MMBtu/hr from the current level of 55 ppmv to 20 ppmv.

Status: A public workshop will be scheduled at a later date.

Governing Board Hearing: 2013 (Month to be determined)

Contact: Chelsea Gonzales

**SAN JOAQUIN VALLEY UNIFIED AIR POLLUTION CONTROL DISTRICT
SUMMARY OF RULES AND PLANS**

May 16, 2013

Rule 4901 (Wood Burning Fire Places and Wood Burning Heaters): The District committed to amending Rule 4901 in the *2012 PM2.5 Plan*. Since 2003, District Rule 4901 and the associated Check-Before-You-Burn program have reduced harmful species of PM2.5 when and where those reductions are most needed—in urbanized areas when the local weather conditions are forecast to inhibit PM dispersion. Achieving additional emissions reductions from residential wood combustion is necessary for the Valley’s attainment of federal PM2.5 standards. In the plan, the District committed to amend Rule 4901 in 2016; however, the District Governing Board adopted a local commitment to amend the rule in 2014. As part of this rule amendment project, the District will:

1. Lower the threshold level for calling wood-burning curtailments.
2. Analyze the best options for allowing the use of the cleanest certified wood burning devices at specified curtailment levels.
3. Consider other issues and improvements related to this rule.

Status: A public workshop will be scheduled at a later date.

Governing Board Hearing: 2014 (Month to be determined)

Contact: Anna Myers

Rule 4692 (Charbroiling): Existing Rule 4692 achieves significant emissions reductions from chain-driven charbroilers; however, the rule does not require emissions controls for under-fired charbroilers. Extending the applicability of the rule to under-fired units would achieve further PM2.5 emissions reductions necessary for the Valley’s attainment of federal PM2.5 standards. Research and technology demonstration efforts are underway to evaluate emission control technologies for under-fired charbroilers in support of this measure. Therefore, the District commits to amend Rule 4692 in 2016 to add requirements for under-fired charbroilers, with an anticipated compliance date of 2017. The District will also develop a new incentive program to assist in the deployment of new technologies upon their development and commercial availability.

Status: A public workshop will be scheduled at a later date.

Governing Board Hearing: 2016 (Month to be determined)

Contact: Kevin Wing

2013 Plan for the Revoked 1-hour Ozone Standard: The *2013 Plan for the Revoked 1-hour Ozone Standard* will address requirements related to EPA’s revoked 1-hour ozone standard. EPA approved the District’s 2004 1-hour ozone plan in 2010; however, EPA withdrew this approval in 2012 as a result of litigation.

Status: A public workshop was held on April 16, with a written comment period through April 30.

The proposed plan will post in mid-May 2013. Draft plan components and related documents will be made available for public review at: http://www.valleyair.org/Air_Quality_Plans/Ozone_Plans.htm

Governing Board Hearing: June 20, 2013

Contact: Jessi Fierro and Anna Myers



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Seyed Sadredin
Executive Director
Air Pollution Control Officer

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Southern Region Office
34946 Flyover Court
Bakersfield, CA 93308-9725
(661) 392-5500 • FAX (661) 392-5585

DATE: May 16, 2013

TO: SJVUAPCD Governing Board

FROM: Seyed Sadredin, Executive Director/APCO
Project Coordinator: Rick McVaigh

RE: **ITEM NUMBER 14: RECEIVE AND FILE**
OPERATIONS STATISTICS SUMMARY FOR APRIL
2013

RECOMMENDATION:

Receive and File

DISCUSSION:

The following report summarizes the operation statistics of the District for April 2013.

Attachments:

Operations Statistics Summary for April 2013 (3 pages)

PERMIT SERVICES	2010-2012 Monthly Average	April 2013
A. Permit Applications Received	416	146
B. Permits Issued	508	845
C. Pending Authority to Construct (ATC) Permit Applications	919	450
D. Number of ATC Permits Issued within 90 days*	244	637
E. Number of ATC Permits Issued in over 90 days*	257	208
F. Banking Certificate Applications Received	23	15
G. Banking Certificates Issued	30	4
H. Toxic /Emission Inventory Surveys Under Review	343	627
I. Toxic Reports/Plans/Updates/Prioritizations Reviewed	19	13
J. Industry-wide Toxic Surveys Reviewed	0	0
K. Health Risk Assessments Under Review	1	0
L. Health Risk Assessments Approved	0	0
M. Risk Management Reviews	77	71
N. Environmental Documents Received	109	124

* As measured from the date the application is deemed complete.

COMPLIANCE	2010-2012 Monthly Average	April 2013
A. Inspections	3097	3404
B. Complaints	217	178
C. Notices to Comply Issued	38	49
D. Notices of Violation Issued	243	267
E. Cases Referred to Counsel	24	5
F. Mutually Settled Cases	231	149
G. Total Amount Settled for Last Month		\$144,539.30

HEARING BOARD	April 2013
A. Variance Petitions Received (Hearing Board)	11
B. Variance Petitions Pending	6
C. Variances Issued	15
D. Variances Denied	0
E. Hearing Board Meetings Held	6

OUTREACH AND PLANNING	April 2013
A. Rule and Plan Workshops	2
B. Rules Adopted / Amended	0
C. Educational Activities Provided	76

EMISSION REDUCTION INCENTIVE PROGRAM	April 2013
A. Applications Received	225
B. Grant Funds Executed	\$12,443,205.43
C. Grant Funds Paid	\$11,575,563.61
D. Number of Smoking Vehicles Reported	18

VALLEY AIR QUALITY DATA	Year-to-Date Totals January 1 – April 30				
	2009	2010	2011	2012	2013
Air Quality Index (AQI), County-Days					
A. Good (AQI ≤ 50 AQI)	544	559	575	595	487
B. Unhealthy (AQI >150 AQI)	8	0	0	6	2
National Ambient Air Quality Standards, Basin-Days					
C. 1997 24-Hour PM2.5 Standard (>65 µg/m ³)	7	0	0	3	2
D. 2006 24-Hour PM2.5 Standard (>35 µg/m ³)	30	17	23	26	27
E. 24-Hour PM-10 Standard (>154 µg/m ³)	0	1	0	0	0
F. 1-Hour Ozone Standard (>124 ppb) (revoked)	0	0	0	0	0
G. 1997 8-Hour Ozone Standard (>84 ppb)	0	0	0	0	0
H. 2008 8-Hour Ozone Standard (>75 ppb)	5	1	1	2	4
California Ambient Air Quality Standards, Basin-Days					
I. 24-Hour PM10 Standard (>50 µg/m ³)	48	5	17	40	34
J. 1-Hour Ozone Standard (>94 ppb)	2	0	0	0	0
K. 8-Hour Ozone Standard (>70 ppb)	6	2	1	6	8

- In this table, ppb stands for parts per billion and µg/m³ stands for micrograms per cubic meter.
- Data in this table is preliminary and subject to revision. Data includes air pollution episodes that may later be classified as Exceptional Events (e.g., windblown dust, wildland fires).
- “County-Days” is the 8-county total of the number of days recorded in each county in each AQI category. “Basin-Days” is the number of days that an air quality standard was exceeded anywhere in the San Joaquin Valley Air Basin. “County Days” is more representative of population exposure to air pollution than “Basin Days.”
- The PM2.5 and PM10 data is based on EPA equivalent sampling methods and non-reference (real-time) methods. Because EPA reference methods require laboratory analysis, official counts for PM10 and PM2.5 are generally not available until about three months after the sample date.
- Real-time PM2.5 monitoring started in Merced County on 10/29/2009. PM2.5 levels are estimated for Merced County before 10/29/2009.
- Real-time PM2.5 monitoring started in Madera County on 11/1/2010. PM2.5 levels are estimated for Madera County before 11/1/2010.
- This Valley table does not include data from Sequoia & Kings National Park and Sequoia National Forest in Tulare County.

SEQUOIA & KINGS CANYON NATIONAL PARKS AND SEQUOIA NATIONAL FOREST AIR QUALITY DATA	Year-to-Date Totals January 1 – April 30
2013	
Air Quality Index (AQI)	
A. Good (AQI ≤ 50 AQI)	101
B. Unhealthy (AQI >150 AQI)	0
National Ambient Air Quality Standards	
C. 1997 24-Hour PM2.5 Standard (>65 µg/m ³)	0
D. 2006 24-Hour PM2.5 Standard (>35 µg/m ³)	0
E. 1-Hour Ozone Standard (>124 ppb) (revoked)	0
F. 1997 8-Hour Ozone Standard (>84 ppb)	0
G. 2008 8-Hour Ozone Standard (>75 ppb)	3
California Ambient Air Quality Standards	
H. 1-Hour Ozone Standard (>94 ppb)	0
I. 8-Hour Ozone Standard (>70 ppb)	5

- In this table, ppb stands for parts per billion and µg/m³ stands for micrograms per cubic meter.
- Data in this table is preliminary and subject to revision. Data includes air pollution episodes that may later be classified as Exceptional Events (e.g., windblown dust, wildland fires).
- The PM2.5 data is based on EPA equivalent sampling methods and non-reference (real-time) methods. Because EPA reference methods require laboratory analysis, official counts for PM2.5 are generally not available until about three months after the sample date.



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DATE: May 16, 2013

TO: SJVUAPCD Governing Board

FROM: Seyed Sadredin, Executive Director/APCO
Project Coordinator: Cindi Hamm, CPA

RE: **ITEM NUMBER 15: RECEIVE AND FILE BUDGET
STATUS REPORT AS OF APRIL 30, 2013**

RECOMMENDATION:

Receive and file.

DISCUSSION:

The following report, prepared by the District Finance Office summarizes the Budget Status as of April 30, 2013.

*Attachments:
Budget Status Report (3 pages)*

SAN JOAQUIN VALLEY UNIFIED AIR POLLUTION CONTROL DISTRICT
BUDGET STATUS REPORT - FISCAL YEAR 2012/13
OPERATING APPROPRIATIONS - Current Year

Month Ending April 30, 2013
(83% of the Year Completed)

Account Description	Adopted Appropriation	Adjusted Appropriation*	Expenditures	Encumbrances	Unexpended Unencumbered Balance	% Used
SALARIES AND BENEFITS						
REGULAR SALARIES	\$ 19,596,739	\$ 19,566,739	\$ 15,829,783	\$ -	\$ 3,736,956	81%
TEMPORARY HELP	746,418	596,418	370,765	-	225,653	62%
ON CALL PAY	77,832	77,832	63,271	-	14,561	81%
OVERTIME	259,633	409,633	330,625	-	79,008	81%
ALTERNATE TRANS INCENTIVE	181,072	181,072	128,498	-	52,575	71%
UNEMPLOYMENT INSURANCE	103,635	103,635	7,227	-	96,408	7%
OASDI	349,123	349,123	260,362	-	88,761	75%
WORKERS COMPENSATION	218,693	218,693	148,614	-	70,079	68%
RETIREMENT	8,199,894	8,229,894	6,601,467	-	1,628,427	80%
CAFETERIA PLAN BENEFITS	2,542,341	2,542,341	2,021,597	-	520,744	80%
LONG TERM DISABILITY INSURANCE	71,274	71,274	44,902	-	26,372	63%
TOTAL SALARIES & BENEFITS	\$ 32,346,654	\$ 32,346,654	\$ 25,807,111	\$ -	\$ 6,539,543	80%
SERVICES AND SUPPLIES						
SAFETY SUPPLIES & EQUIPMENT	\$ 18,409	\$ 24,299	\$ 7,213	\$ 4,079	\$ 13,007	46%
MOBILE COMMUNICATIONS	141,443	122,342	71,036	-	51,306	58%
TELEPHONE CHARGES	107,202	133,225	118,963	-	14,262	89%
INSURANCE	187,801	187,951	165,497	-	22,454	88%
EQUIPMENT MAINTENANCE	197,227	246,350	105,321	58,063	82,966	66%
VEHICLE MAINTENANCE & OPERATIONS	223,200	238,050	168,454	-	69,596	71%
COMPUTER MAINTENANCE	302,706	320,268	187,236	4,567	128,465	60%
VIDEO CONFERENCING MAINTENANCE	248,691	251,370	191,391	2,934	57,045	77%
BUILDING MAINTENANCE	266,288	301,028	213,731	48,569	38,729	87%
OFFICE SUPPLIES	69,300	70,824	50,371	2,805	17,648	75%
COMPUTER SOFTWARE, SUPPL. & EQUIP.	95,760	96,211	49,116	8,284	38,812	60%
MONITORING STATION SUPPL. & EQUIP.	237,897	276,092	115,813	60,217	100,062	64%
POSTAGE	141,646	143,712	97,589	-	46,123	68%
PRINTING	134,846	149,433	90,079	21,750	37,604	75%
PROFESSIONAL & SPECIALIZED SERVICES	2,436,505	3,287,828	1,679,344	561,648	1,046,837	68%
PUBLICATIONS & LEGAL NOTICES	191,380	200,652	94,970	-	105,682	47%
RENTS & LEASES-BUILDINGS	465,370	466,922	402,887	41,881	22,154	95%
SMALL TOOLS & EQUIPMENT	45,252	51,190	29,701	5,746	15,743	69%
SPECIAL DISTRICT EXPENSE	278,934	325,716	160,742	28,913	136,060	58%
TRAINING & TRAVEL	188,120	188,786	72,939	8,573	107,274	43%
TRAINING & TRAVEL - BOARDS	68,457	70,301	46,622	-	23,680	66%
UTILITIES	268,066	291,959	211,053	1,500	79,406	73%
AUDIT SERVICES	20,000	20,000	18,535	-	1,465	93%
LEGAL SERVICES	12,400	12,400	-	-	12,400	
TOTAL SERVICES AND SUPPLIES	\$ 6,346,900	\$ 7,476,910	\$ 4,348,601	\$ 859,528	\$ 2,268,782	70%
FIXED ASSETS						
OFFICE IMPROVEMENTS	\$ 40,000	\$ 40,000	\$ 14,638	\$ 14,258	\$ 11,104	72%
FACILITIES & EQUIPMENT	98,002	103,891	26,867	4,429	72,595	30%
COMPUTER EQUIPMENT	713,678	889,845	268,956	137,193	483,696	46%
OFFICE FURNITURE & EQUIPMENT	25,006	50,279	5,711	22,369	22,199	56%
OFFICE MACHINES	55,800	55,800	51,163	-	4,637	92%
TELEPHONE SYSTEMS	138,103	138,103	90,693	31,772	15,638	89%
DETECTION EQUIPMENT	14,650	14,650	-	8,726	5,924	60%
AUTOMOBILES	304,700	365,132	124,468	75,329	165,336	55%
VIDEO CONFERENCING SYSTEM	347,769	427,154	268,222	10,184	148,748	65%
AIR MONITORING STATION EQUIP.	696,000	870,568	265,871	62,199	542,498	38%
AMS AUTOMATION PROJECT	-	450,000	69,212	-	380,788	15%
TOTAL FIXED ASSETS	\$ 2,433,708	\$ 3,405,422	\$ 1,185,801	\$ 366,459	\$ 1,853,162	46%
TOTAL OPERATING APPROPRIATIONS	\$ 41,127,262	\$ 43,228,986	\$ 31,341,512	\$ 1,225,987	\$ 10,661,487	75%

SAN JOAQUIN VALLEY UNIFIED AIR POLLUTION CONTROL DISTRICT
BUDGET STATUS REPORT - FISCAL YEAR 2012/13
NON-OPERATING APPROPRIATIONS - Current Year

Month Ending April 30, 2013
(83% of the Year Completed)

Account Description	Adopted Appropriation	Adjusted Appropriation *	Expenditures	Encumbrances	Unexpended Unencumbered Balance	% Used
OTHER CHARGES						
AIR TOXICS	\$ 25,000	\$ 25,000	\$ -	\$ -	\$ 25,000	
INCENTIVE PROGRAMS						
MISC. INCENTIVE PROGRAMS	2,484,000	2,541,931	28,771	2,416,753	96,407	96%
DMV SURCHARGE FEES	89,460,400	76,713,093	15,975,602	27,557,332	33,180,160	57%
CARL MOYER FUNDS	22,549,200	30,699,849	12,876,485	4,830,082	12,993,282	58%
VERAVISR MITIGATION PROGRAM	8,827,700	9,279,531	4,102,292	1,133,841	4,043,397	56%
PROP 1B PROGRAM	53,647,900	59,050,108	32,017,000	24,932,734	2,100,374	96%
SCHOOL BUS PROGRAM	2,850,000	5,605,353	725,600	624,043	4,255,709	24%
GHG SUPPORT FOR CITIES ANC COUNTIES	250,000	584,750	282,591	84,539	217,620	63%
FEDERAL AND HEAVY DUTY GRANTS	7,800,000	10,327,958	2,213,487	2,921,177	5,193,294	50%
CEC - ENERGY EFFICIENCY BLOCK GRANT	1,859,800	3,729,757	3,411,691	197,249	120,818	97%
COMMUNITY INCENTIVES	14,600,660	14,620,335	1,001,169	701,452	12,917,715	12%
TOTAL OTHER CHARGES	\$ 184,354,460	\$ 213,177,665	\$ 72,634,688	\$ 65,399,201	\$ 75,143,775	65%
APPROPRIATION FOR CONTINGENCIES	\$ 850,000	\$ 850,000	\$ -	\$ -	\$ 850,000	
TOTAL NON-OPERATING APPROPRIATIONS	\$ 185,204,460	\$ 214,027,665	\$ 72,634,688	\$ 65,399,201	\$ 75,993,775	64%
TOTAL APPROPRIATIONS - Current Year						
TOTAL DISTRICT APPROPRIATIONS	\$ 226,331,722	\$ 257,256,651	\$ 103,976,201	\$ 66,625,189	\$ 86,655,261	66%

**SAN JOAQUIN VALLEY UNIFIED AIR POLLUTION CONTROL DISTRICT
BUDGET STATUS REPORT - FISCAL YEAR 2012/13
DISTRICT WIDE REVENUES**

Month Ending April 30, 2013
(83% of the Year Completed)

Account	Description	Adopted Estimated Revenues	Adjusted Estimated Revenues	Actual Revenues YTD	Revenues Over / (Under) Adjusted Estimates	% Collected
OPERATING REVENUE						
STATIONARY SOURCE						
PERMIT FEES		\$ 28,241,980	\$ 28,241,980	\$ 15,459,340	\$ (12,782,640)	55%
SETTLEMENTS		2,500,000	2,500,000	3,116,986	616,986	125%
INTEREST		324,000	324,000	451,455	127,455	139%
MISCELLANEOUS REVENUE - OPERATING		52,500	52,500	160,634	108,134	306%
TOTAL STATIONARY NON-GRANT REVENUE		\$ 31,118,480	\$ 31,118,480	\$ 19,188,415	\$ (11,930,065)	62%
GRANT REVENUE						
STATE - SUBVENTION		\$ 900,000	\$ 900,000	\$ 923,280	\$ 23,280	103%
EPA 105 GRANT		2,024,000	2,024,000	490,394	(1,533,606)	24%
EPA 103 GRANT		65,000	65,000	54,150	(10,850)	83%
TOTAL GRANT REVENUE		\$ 2,989,000	\$ 2,989,000	\$ 1,467,824	\$ (1,521,176)	49%
TOTAL STATIONARY OPERATING REVENUE		\$ 34,107,480	\$ 34,107,480	\$ 20,656,239	\$ (13,451,241)	61%
\$4 DMV SURCHARGE FEES - DISTRICT		\$ 10,100,000	\$ 10,100,000	\$ 6,532,164	\$ (3,567,836)	65%
ADMINISTRATIVE FEES		2,187,100	2,187,100	-	(2,187,100)	
TOTAL OPERATING REVENUE		\$ 46,394,580	\$ 46,394,580	\$ 27,188,403	\$ (19,206,177)	59%
Transfer to Non-Operating Revenue for Incentive Grants		\$ (5,403,360)	\$ (5,403,360)			
FUND BALANCE (INCREASED) / RELEASED		\$ 136,042	\$ 2,237,766			
ESTIMATED FUNDING SOURCES - OPERATING		\$ 41,127,262	\$ 43,228,986			
NON-OPERATING REVENUE						
AIR TOXICS		\$ 25,000	\$ 25,000	\$ 9,091	\$ (15,909)	36%
DMV SURCHARGE FEES - PASS THROUGH		39,137,800	39,137,800	26,632,932	(12,504,868)	68%
CARL MOYER FUNDS		8,050,000	8,523,643	-	(8,523,643)	
INTEREST - NON-OPERATING		434,200	434,200	551,791	117,591	127%
PROPOSITION 1B PROGRAM FUNDS		20,000,000	20,000,000	3,235,502	(16,764,498)	16%
SCHOOL BUS PROGRAMS		1,450,000	1,413,000	1,065,555	(347,445)	75%
FEDERAL AND HEAVY DUTY GRANTS		7,800,000	8,902,958	814,747	(8,088,211)	9%
CEC - ENERGY EFFICIENCY		1,859,600	3,677,963	2,145,211	(1,532,752)	58%
COMMUNITY AND OTHER MISCELLANEOUS GRANTS		5,403,360	5,403,360	492,308	(4,911,052)	
DERA PROGRAM FUNDS		-	1,425,000	-	(1,425,000)	
VERA/ISR MITIGATION PROGRAM		1,957,500	1,957,500	953,813	(1,003,687)	49%
REIMBURSE OPERATING ADMIN REVENUE EARNED		(2,187,100)	(2,187,100)	-	2,187,100	
ADMINISTRATIVE FEES - INCENTIVE PROGRAMS		3,830,652	3,967,652	603,930	(3,363,722)	15%
TOTAL NON-OPERATING REVENUE		\$ 87,761,012	\$ 92,680,976	\$ 36,504,880	\$ (56,176,096)	39%
Transfer from Operating Revenue		\$ 5,403,360	\$ 5,403,360			
FUND BALANCE / RESERVES RELEASED		\$ 92,040,088	\$ 115,943,328			
ESTIMATED FUNDING SOURCES - NON-OPERATING		\$ 185,204,460	\$ 214,027,665			
TOTAL REVENUE						
TOTAL FUNDING SOURCES		\$ 226,331,722	\$ 257,256,651			

GOVERNING BOARD

Skip Barwick, Chair
Councilmember, City of Tulare

Hub Walsh, Vice Chair
Supervisor, Merced County

Oliver L. Baines III
Councilmember, City of Fresno

Tony Barba
Supervisor, Kings County

Sally J. Bomprezzi
Councilmember, City of Madera

Dennis Brazil
Mayor, City of Gustine

Judith G. Case
Supervisor, Fresno County

David Couch
Supervisor, Kern County

Bob Elliott
Supervisor, San Joaquin County

Harold Hanson
Councilmember, City of Bakersfield

William O'Brien
Supervisor, Stanislaus County

Alexander C. Sherriffs, M.D.
Appointed by Governor

Tom Wheeler
Supervisor, Madera County

J. Steven Worthley
Supervisor, Tulare County

Seyed Sadredin
Executive Director
Air Pollution Control Officer

Northern Region Office
4800 Enterprise Way
Modesto, CA 95356-8718
(209) 557-6400 • FAX (209) 557-6475

Central Region Office
1990 East Gettysburg Avenue
Fresno, CA 93726-0244
(559) 230-6000 • FAX (559) 230-6061

Southern Region Office
34946 Flyover Court
Bakersfield, CA 93308-9725
(661) 392-5500 • FAX (661) 392-5585

www.valleyair.org

DATE: May 16, 2013

TO: SJVUAPCD Governing Board

FROM: Seyed Sadredin, Executive Director/APCO
Project Coordinator: Errol Villegas

RE: **ITEM NUMBER 16: APPROVE CONTRACT WITH
ATMOSPHERIC ANALYSIS & CONSULTING, INC.
TO PROVIDE LABORATORY ANALYSIS OF NON-
METHANE ORGANIC COMPOUNDS FOR A TOTAL
OF \$83,996**

RECOMMENDATION:

Authorize the Chair to execute a contract with Atmospheric Analysis & Consulting, Inc. to provide laboratory analyses of non-methane organic (NMOC) compounds as prescribed in the Photochemical Assessment Monitoring Station (PAMS) monitoring protocols for \$83,996.

BACKGROUND:

According to the Code of Federal Regulations (CFR) Title 40 Part 58, the United States Environmental Protection Agency (US EPA) requires an area to implement a PAMS program if it is designated as either serious, severe, or extreme nonattainment of the federal ozone standards. In order to meet this requirement, during the summer of each year, the District collects samples of ambient hydrocarbon compounds at six San Joaquin Valley air monitoring stations. This data is used to better understand the chemicals involved in the formation of ozone. In addition, the data is also used as inputs to the ozone model that is used for attainment plan development. The District has contracted with private laboratories in the past to provide NMOC analyses for the PAMS season.

DISCUSSION:

On March 27, 2013 the District released a Request for Quotation (RFQ) seeking consulting laboratories to conduct NMOC analyses for the District's 2013 PAMS season, with the possibility of extending the contract for the 2014 PAMS season. The RFQ requirements included recent experience in analyzing samples for a PAMS program, and other qualifying requirements. In response, five (5) laboratories responded to the RFQ (in alphabetical order): Atmospheric Analysis & Consulting, Inc. (AAC); Columbia Analytical Services (ALS); Eastern Research Group, Inc. (ERG); Environmental Analytical Service, Inc. (EAS); and Golden Specialty Inc. (GSI). Total cost estimates of qualifying bids to complete the NMOC analysis project (includes analysis, canister cleaning, certification and damaged canister repairs if needed, and cost to report invalid/missing samples) are shown in the below table, in order of lowest to highest cost quotations.

Laboratory	Estimated NMOC Total Project Cost (analysis, canister cleaning, canister certification & repair, missing samples)
AAC	\$83,996
GSI	\$91,080
ALS	\$100,606
ERG	\$101,987
EAS	Did not qualify

Based on the submitted proposals, one company (EAS) did not qualify due to the lack of recent PAMS program experience, and incomplete submittal of other required information identified in the RFQ. Of the qualifying proposals, AAC provided the lowest cost quotation, and staff therefore recommends that Atmospheric Analysis & Consulting, Inc. be selected to conduct non-methane organic compound analyses for the 2013 PAMS season. Under this contract, ACC will provide laboratory analyses for up to 520 non-methane organic compound samples for a total cost not to exceed \$83,996 (\$136 per sample, \$5,640 for repairs of canisters, and 10% contingency for unanticipated costs).

FISCAL IMPACT:

Atmospheric Analysis & Consulting, Inc. will provide services as required by this contract for a total cost not to exceed \$83,996. Sufficient appropriations for this contract have been included in the District's 2012-13 Budget and 2013-14 proposed Budget. The term of the contract will be for one year (June 1, 2013 – May 31, 2014). The

SJVUAPCD Governing Board

*ITEM NUMBER 16: APPROVE CONTRACT WITH ATMOSPHERIC ANALYSIS & CONSULTING, INC.
TO PROVIDE LABORATORY ANALYSIS OF NON-METHANE ORGANIC COMPOUNDS FOR A TOTAL
OF \$83,996*

May 16, 2013

District receives grant funding from US EPA for the express purpose of carrying out the PAMS program.

Attachments:

Contract with AAC for non-methane organic compounds with two exhibits (47 pages)

San Joaquin Valley Unified Air Pollution Control District
Meeting of the Governing Board
May 16, 2013

**APPROVE CONTRACT WITH ATMOSPHERIC ANALYSIS & CONSULTING, INC. TO
PROVIDE LABORATORY ANALYSIS OF NON-METHANE ORGANIC COMPOUNDS FOR A
TOTAL OF \$83,996**

Attachment A:

**Contract with AAC for non-methane organic compounds with two exhibits
(47 pages)**

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**AGREEMENT
BETWEEN
SAN JOAQUIN VALLEY UNIFIED AIR POLLUTION CONTROL DISTRICT
AND
ATMOSPHERIC ANALYSIS & CONSULTING INC.
FOR NON-METHANE ORGANIC COMPOUND ANALYSIS**

This Agreement is made and entered into this 16 day of May 2013, by and between the SAN JOAQUIN VALLEY UNIFIED AIR POLLUTION CONTROL DISTRICT, a unified air pollution control DISTRICT formed pursuant to California Health and Safety Code section 40150 et seq. (DISTRICT), and ATMOSPHERIC ANALYSIS & CONSULTING INC. (CONSULTANT).

WITNESSETH:

WHEREAS, the San Joaquin Valley Air Basin (SJVAB) is classified as nonattainment of federal ozone standards;

WHEREAS, Title 40, part 58 of the Code of Federal Regulations (CFR) requires the implementation of Photochemical Assessment Monitoring Stations (PAMS) in areas designated as serious, severe, or extreme nonattainment of the federal ozone standards;

WHEREAS, the San Joaquin Unified Air Pollution Control District is responsible for the 2013 PAMS program in the SJVAB;

WHEREAS, the DISTRICT wishes to continue non-methane organic compound (NMOC) sampling and analysis as part of the DISTRICT's 2013 PAMS program;

WHEREAS, the DISTRICT received funds from the United States

1 Environmental Protection Agency (U.S. EPA) to partially offset the cost of carbonyl
2 sampling and analysis; and

3 **WHEREAS**, CONSULTANT represents that it is qualified, willing, and
4 able to provide the foregoing analysis required by the DISTRICT.

5 **NOW, THEREFORE**, based on their mutual promises, covenants, and
6 conditions, the parties hereby agree as follows:

7 **1. EMPLOYMENT OF CONSULTANT**

8 DISTRICT shall employ CONSULTANT to provide, to the reasonable
9 satisfaction of the DISTRICT, those expert consulting services requested to be
10 performed in Section 2 of this Agreement.

11 CONSULTANT may retain such subconsultants and/or subcontractors
12 as the CONSULTANT deems necessary to assist CONSULTANT in completing the
13 work under this Agreement. Such subconsultants and subcontractors, if any, shall be
14 expressly approved in writing by the DISTRICT before they are retained to perform
15 work under this Agreement. The CONSULTANT's use of any such subconsultants or
16 subcontractors shall not, in any way whatsoever, relieve the CONSULTANT of its
17 obligations under this Agreement, or increase the maximum compensation due
18 CONSULTANT under Section 6 of this Agreement. It is understood that
19 CONSULTANT shall be DISTRICT's sole point of contact in performance of the
20 services covered by this Agreement.

21 Subject to any express limitations established by the DISTRICT as to
22 the degree of care and amount of time and expense to be incurred and any other
23 limitations expressly contained in this Agreement, CONSULTANT shall perform the
24 services under this Agreement with that level of due care and skill ordinarily exercised
25 by other qualified professional CONSULTANTS in the field of CONSULTANT's
26 expertise under similar circumstances at the time the services are being performed.

27 **2. PROJECT**

28 CONSULTANT shall perform all activities and work necessary to provide

1 analysis of NMOCs as set forth in the Request for Quotation (RFQ) attached hereto
2 and incorporated herein as Exhibit 1, and CONSULTANT's Proposal attached hereto
3 and incorporated herein as Exhibit 2. The CONSULTANT will work with DISTRICT
4 staff to analyze NMOCs for the purpose of monitoring ambient concentrations of
5 compounds as listed in the RFQ and the submitted Proposal. CONSULTANT will
6 provide DISTRICT the analysis data and required reports as specified in the RFQ.
7 CONSULTANT agrees to furnish labor, materials, equipment, licenses, permits, fees,
8 and other incidentals necessary to perform and complete, per schedule, in a
9 professional manner, the services described herein. CONSULTANT represents that
10 CONSULTANT has the expertise necessary and equipment to adequately perform the
11 work outlined in the RFQ and the Proposal.

12 In the event of any conflict between or among the terms and conditions
13 of this Agreement, the exhibits incorporated herein, and the documents referred to
14 and incorporated herein, such conflict shall be resolved by giving precedence in the
15 following order of priority:

- 16 1. To the text of this Agreement,
- 17 2. To the RFQ (Exhibit 1),
- 18 3. To the Proposal (Exhibit 2).

19 CONSULTANT shall provide its services through employees supervised
20 by Sucha S. Parmar, Ph.D., President/Technical Director.

21 **3. NO THIRD-PARTY BENEFICIARIES**

22 Notwithstanding anything else stated to the contrary herein, it is
23 understood that CONSULTANT's services and activities under this Agreement are
24 being rendered only for the benefit of DISTRICT, and no other person, firm,
25 corporation, or entity shall be deemed an intended third-party beneficiary of this
26 Agreement.

27 **4. TERM**

28 This Agreement shall become effective upon execution by the parties

1 and shall continue until terminated as provided herein. In no event shall the term of
2 this Agreement extend past May 31, 2014 without the express, written consent of the
3 parties hereto.

4 CONSULTANT shall commence performance of work and produce all
5 work products in accordance with the schedule of deliverables set forth in the RFQ
6 and Proposal of this Agreement, which are attached hereto and incorporated herein,
7 unless this Agreement is terminated sooner as provided for elsewhere in this
8 Agreement or extended by a written amendment, executed in the same for as this
9 Agreement.

10 At the discretion of DISTRICT, this Agreement may also be renewed for
11 the 2014 PAMS Season upon the written mutual agreement between CONSULTANT
12 and DISTRICT given that:

- 13 1. CONSULTANT's performance during the 2013 PAMS
14 Season has met or exceeded DISTRICT standards; and
- 15 2. CONSULTANT and DISTRICT agree to a Proposal and
16 budget for the 2014 PAMS Season that reflects any new
17 requirements established for the analysis and reporting of
18 PAMS data. Budget may also be reasonably adjusted for
19 current hourly charges and analysis costs; and
- 20 3. DISTRICT receives sufficient appropriations for the 2014
21 PAMS Season to continue this agreement.

22 The DISTRICT reserves the right to place the 2014 PAMS Season
23 project through a competitive bidding RFQ process.

24 5. TERMINATION

25 A. **Breach of Agreement:** DISTRICT may immediately suspend or
26 terminate this Agreement, in whole or in part, where in the determination of DISTRICT
27 there is:

- 28 1. An illegal or improper use of funds;

- 1 2. A failure to comply with any term of this Agreement;
- 2 3. A substantially incorrect or incomplete report submitted to
- 3 DISTRICT; or
- 4 4. Improperly performed services.

5 In no event shall any payment by DISTRICT constitute a waiver by
6 DISTRICT of any breach of this Agreement or any default, which may then exist on
7 the part of CONSULTANT. Neither shall such payment impair or prejudice any
8 remedy available to DISTRICT with respect to the breach or default. DISTRICT shall
9 have the right to demand of CONSULTANT the repayment to DISTRICT of any funds
10 disbursed to CONSULTANT under this Agreement which in the judgment of
11 DISTRICT were not expended in accordance with the terms of this Agreement.
12 CONSULTANT shall promptly refund any such funds upon demand.

13 In addition to immediate suspension or termination, DISTRICT may
14 impose any other remedies available at law, in equity, or otherwise specified in this
15 Agreement.

16 B. **Without Cause:** Either party may terminate this Agreement at any
17 time upon giving the other party at least thirty (30) days' advance written notice of
18 intention to terminate. In such case, CONSULTANT shall, subject to Section 6, be
19 paid the reasonable value of all services satisfactorily rendered and actual,
20 reasonable costs incurred up to the time of termination. Upon such termination, all
21 the work produced by CONSULTANT shall be promptly delivered to DISTRICT.

22 **6. COMPENSATION**

23 The total obligation of DISTRICT under this Agreement shall not exceed
24 Eighty-Three Thousand Nine Hundred Ninety-Six Dollars and No Cents (\$83,996.00).

25 The amount to be paid to the CONSULTANT under this Agreement
26 includes all sales and use taxes incurred pursuant to this Agreement, if any, including
27 any such taxes due on equipment purchased by the CONSULTANT. The
28 CONSULTANT shall not receive additional compensation for reimbursement of such

1 taxes and shall not decrease work to compensate therefore.

2 CONSULTANT understands and agrees that regardless of the amount
3 of work hours or other resources expended by CONSULTANT needed to perform the
4 services under this Agreement, except for Extra Services which shall be negotiated
5 separately from the services to be performed hereunder, CONSULTANT shall not be
6 entitled to any greater compensation than is already allowed for herein.

7 The CONSULTANT will submit an invoice to the District when all of the
8 samples collected in a given month have been analyzed, uploaded into EPA's AQS
9 database, and all required documentation had been given to the
10 District. There will be one invoice for the samples collected in June, one invoice for
11 the samples collected in July, and one invoice for the samples collected in August. A
12 fourth invoice will be necessary to claim a required 10% retention from each of the
13 June, July, and August invoices.

14 Each month's deliverables will be determined acceptable and payment authorized
15 when:

- 16 1. Analyses data are successfully uploaded by the CONSULTANT into
17 EPA's Air Quality System for each sampling month,
- 18 2. Data has passed EPA Quality Assurance and Quality Control Reports
19 for the sampling month,
- 20 3. All other required documents and lab reports have been received and
21 deemed acceptable by the DISTRICT for that sampling month.

22 The CONSULTANT will submit a monthly invoice of claim itemizing:

- 23 1. Analyses of samples that were collected during the month (to include
24 EPA data uploading, delivery of electronic and hard copies of EPA
25 Quality Assurance and Quality Control Reports, and delivery of all
26 other required documents and lab reports),
- 27 2. Shipping costs incurred during the month.

28 Each monthly invoice will list the invoice of claim total, invoice less 10% amount, and

1 invoice of claim for payment. The invoice less 10% amount will be retained until all
2 three month's invoices of claim for payment and all services (analyses, reports,
3 audits, performance evaluations, etc.) are successfully completed and rendered to the
4 satisfaction of the DISTRICT. When all of the above prerequisites have been
5 completed and deemed satisfactory, the DISTRICT will accept an invoice of claim for
6 payment for the 10% retained.

7 Payment shall be made to CONSULTANT by DISTRICT upon
8 submission, evaluation, and DISTRICT's satisfaction of CONSULTANT's invoice of
9 claim that shall set forth the work completed pursuant to this Agreement. DISTRICT
10 will issue payment to CONSULTANT within thirty (30) calendar days of receipt of
11 proper documentation and verification that CONSULTANT has satisfactorily
12 completed the work for which compensation is sought. The DISTRICT will pay
13 CONSULTANT for services rendered on a per canister basis (maximum of 520
14 canister samples at \$130.00 per canister sample, \$5,280.00 as total budget for
15 repairs of canisters, with shipping billed as a line item not to exceed \$6.00 per
16 canister).

17 Concurrently with the submission of any claim for payment,
18 CONSULTANT shall certify (through copies of invoices issued, checks, receipts, and
19 the like) that complete payment has been made to any and all subconsultants and/or
20 subcontractors as provided.

21 **7. EXTRA SERVICES**

22 The CONSULTANT shall not undertake any extra services not
23 enumerated herein unless expressly authorized by the DISTRICT through an
24 amendment to this Agreement, which shall be executed in the same manner as this
25 Agreement.

26 **8. INDEPENDENT CONTRACTOR**

27 In performance of the work, duties, and obligations assumed by
28 CONSULTANT under this Agreement, it is mutually understood and agreed that

1 CONSULTANT, including any and all of CONSULTANT's officers, agents, and
2 employees, will at all times be acting and performing as an independent contractor
3 and shall act in an independent capacity and not as an officer, agent, servant,
4 employee, joint venturer, partner, or associate of DISTRICT. Furthermore, DISTRICT
5 shall have no right to control or supervise or direct the manner by which
6 CONSULTANT shall perform its work and function. However, DISTRICT shall retain
7 the right to administer this Agreement so as to verify that CONSULTANT is
8 performing its obligations in accordance with the terms and conditions thereof.
9 CONSULTANT and DISTRICT shall comply with all applicable provisions of law and
10 the rules and regulations, if any, of governmental authorities having jurisdiction over
11 matters the subject thereof.

12 Because of its status as an independent contractor, CONSULTANT
13 shall have absolutely no right to employment rights and benefits available to
14 DISTRICT employees. CONSULTANT shall be solely liable and responsible for
15 providing to, or on behalf of, itself all legally required employee benefits. In addition,
16 CONSULTANT shall be solely responsible and save DISTRICT harmless from all
17 matters relating to payment of CONSULTANT's employees, including compliance with
18 social security, withholding, and all other regulations governing such matters. It is
19 acknowledged that during the term of this Agreement, CONSULTANT may be
20 providing services to others unrelated to DISTRICT or to this Agreement.

21 **9. MODIFICATION**

22 Any matters of this Agreement may be modified from time to time by the
23 written consent of all the parties without in any way affecting the remainder.

24 **10. NON-ASSIGNMENT**

25 Neither party shall assign, transfer, or subcontract this Agreement, nor
26 their rights or duties under this Agreement, without the prior express, written consent
27 of the other party.

28 \\\

1 **11. INDEMNIFICATION**

2 CONSULTANT agrees to indemnify, save, hold harmless, and at
3 DISTRICT's request, defend DISTRICT, its boards, committees, representatives,
4 officers, agents, and employees from and against any and all costs and expenses
5 (including reasonable attorneys' fees and litigation costs), damages, liabilities, claims,
6 and losses (whether in contract, tort, or strict liability, including, but not limited to,
7 personal injury, death, and property damage) occurring or resulting to DISTRICT
8 which arises from any negligent or wrongful acts or omissions of CONSULTANT, its
9 officers, agents, subcontractors, or employees in their performance of this Agreement.

10 **12. INSURANCE**

11 A. Without limiting District's right to obtain indemnification from
12 CONTRACTOR or any third parties, CONTRACTOR, at its sole expense, shall
13 maintain in full force and effect the following insurance policies throughout the term of
14 this Agreement:

- 15 1. Commercial general liability insurance with minimum limits of
16 coverage in the amount of One Million Dollars (\$1,000,000) per
17 occurrence; and
18 2. Workers' compensation insurance in accordance with California
19 law.

20 B. Such insurance policies shall name District, its officers, agents,
21 employees, individually and collectively, as additional insured (except workers'
22 compensation insurance), but only insofar as the operations under this Agreement are
23 concerned. Such coverage for additional insured shall apply as primary insurance,
24 and any other insurance maintained by District, its officers, agents, and employees,
25 shall be excess only and not contributing with insurance provided under Contractor's
26 policies herein. This insurance shall not be canceled or changed without a minimum
27 of thirty (30) days' advance, written notice given to District.

28 C. Prior to the commencement of performing its obligations under

1 this Agreement, CONTRACTOR shall provide certifications of insurance on the
2 foregoing policies, as required herein, to District, stating that such insurance
3 coverages have been obtained and are in full force; that District, its officers, agents,
4 and employees will not be responsible for any premiums on the policies; that such
5 insurance names District, its officers, agents, and employees, individually and
6 collectively, as additional insured (except workers' compensation insurance), but only
7 insofar as the operations under this Agreement are concerned; that such coverage for
8 additional insured shall apply as primary insurance and any other insurance
9 maintained by District, its officers, agents, and employees, shall be excess only and
10 not contributing with insurance provided under CONTRACTOR's policies herein. This
11 insurance shall not be canceled or changed without a minimum of thirty (30) days'
12 advance, written notice given to District.

13 D. In the event that CONTRACTOR fails to keep in effect at all times
14 insurance coverage as herein provide, District may, in addition to other remedies it
15 may have, suspend or terminate this Agreement upon the occurrence of such event.

16 **13. AUDITS AND INSPECTIONS**

17 CONSULTANT shall, at any time during regular business hours, and as
18 often as DISTRICT may deem necessary, make available to DISTRICT for
19 examination all of its records and data with respect to the matters covered in this
20 Agreement. CONSULTANT shall, and upon request by DISTRICT, permit DISTRICT
21 to audit the laboratory facility and inspect all of such records and data necessary to
22 ensure CONSULTANT's compliance with the terms of this Agreement.

23 CONSULTANT shall retain all records and data for activities performed
24 under this Agreement for at least three (3) years from the date of final payment under
25 this Agreement or until all state and federal audits are completed for that fiscal year,
26 whichever is later.

27 Because this Agreement exceeds Ten Thousand Dollars (\$10,000),
28 CONSULTANT shall be subject to the examination and audit of the auditor general for

1 a period of three (3) years after final payment under contract (Government Code §
2 10532).

3 **14. NOTICES**

4 The persons and their addresses having authority to give and receive
5 notices under this Agreement are as follows:

6	7 CONSULTANT	8 DISTRICT
9	Sucha S. Parmar, Ph.D.	Samir Sheikh
10	Atmospheric Analysis & Consulting, Inc.	SJVUAPCD
11	President/Technical Director	Director of Strategies and Incentives
12	1534 Eastman Ave., Suite A	1990 E. Gettysburg Ave.
13	Ventura, CA 93003	Fresno, CA 93726

14 Any and all notices between DISTRICT and CONSULTANT provided for
15 or permitted under this Agreement or by law shall be in writing and shall be deemed
16 duly served when personally delivered to one of the parties, or in lieu of such personal
17 service, when deposited in the United States mail, postage prepaid, addressed to
18 such party.

19 **15. POLITICAL ACTIVITY PROHIBITED**

20 None of the funds, materials, property, or services provided under this
21 Agreement shall be used for any political activity, or to further the election or defeat of
22 any candidate for public office contrary to federal or state laws, statutes, regulations,
23 rules, or guidelines.

24 **16. LOBBYING PROHIBITED**

25 None of the funds provided under this Agreement shall be used for
26 publicity, lobbying, or propaganda purposes designed to support or defeat legislation
27 before the Congress of the United States of America or the Legislature of the State of
28 California.

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1 **17. CONFLICT OF INTEREST**

2 No officer, employee, or agent of DISTRICT who exercises any function
3 or responsibility for planning and carrying out the services provided under this
4 Agreement shall have any direct or indirect personal financial interest in this
5 Agreement. CONSULTANT shall comply with all federal and state conflict of interest
6 laws, statutes, and regulations, which shall be applicable to all parties and
7 beneficiaries under this Agreement and any officer, agent, or employee of DISTRICT.

8 **18. COMPLIANCE WITH LAWS**

9 A. CONTRACTOR shall comply with all federal and state laws, statutes,
10 regulations, rules, and guidelines which apply to its performance under this
11 Agreement.

12 B. CONTRACTOR certifies by signing the signature page of this original
13 document and any amendment signature page(s) that the CONTRACTOR is not
14 presently debarred, suspended, proposed for debarment, declared ineligible,
15 voluntarily excluded from participation, or otherwise excluded from or ineligible for
16 participation under federal assistance programs. CONTRACTOR must ensure that all
17 subcontractors employed for conduct of this project certify to CONTRACTOR
18 compliance with this provision of law.

19 C. CONTRACTOR agrees that it will not discriminate against any
20 employee or applicant for employment because of race, color, creed, sex, disability,
21 age, or national origin. CONTRACTOR agrees to take affirmative action to ensure
22 that employment applicants and that employees are treated during employment
23 without regard to their race, color, creed, sex, disability, age, or national origin.
24 CONTRACTOR agrees and assures that it shall not discriminate on the basis of race,
25 color, sex, or national origin in the award and performance of any third party contract.
26 CONTRACTOR agrees to comply with all applicable provisions of other Federal laws,
27 regulations, and directives pertaining to and prohibiting discrimination that are
28 applicable, except to the extent the Federal Government determines otherwise in

1 writing.

2 D. To the extent authorized by Federal law, CONTRACTOR agrees to
3 facilitate participation by Disadvantaged Business Enterprises (DBEs) in the Project
4 and assures that any third party contractor of the Project will facilitate participation by
5 DBEs in the Project to the extent applicable

6 E. CONTRACTOR acknowledges that the provisions of the Program
7 Fraud Civil Remedies Act of 1986, as amended, 31 U.S.C. § 3801 et seq and U.S.
8 DOT regulations, "Program Fraud Civil Remedies," 49 C.F.R. Part 31, apply to its
9 actions pertaining to this Project. Contractor certifies or affirms the truthfulness and
10 accuracy of any statement it has made, it makes, it may make, or causes to be made,
11 pertaining to the underlying contract or the EPA assisted project for which this
12 contract work is being performed.

13 F. CONTRACTOR also acknowledges that if it makes, or causes to be
14 made, a false, fictitious, or fraudulent claim, statement, submission, or certification to
15 the Federal Government under a contract connected with a project that is financed in
16 whole or in part with Federal assistance originally awarded by EPA under the authority
17 of 49 U.S.C. § 5307, the Government reserves the right to impose the penalties of 18
18 U.S.C. § 1001 and 49 U.S.C. § 5307(n)(1) on the CONTRACTOR, to the extent the
19 Federal Government deems appropriate.

20 G. The CONTRACTOR agrees to comply with mandatory standards and
21 policies relating to energy efficiency which are contained in the state energy
22 conservation plan issued in compliance with the Energy Policy and Conservation Act.

23 **19. GOVERNING LAW**

24 This Agreement shall be governed in all respects by the laws of the
25 State of California. Venue for any action arising out of this Agreement shall only be in
26 Fresno County, California.

27 **20. BINDING ON SUCCESSORS**

28 This Agreement, including all covenants and conditions contained

1 herein, shall be binding upon and inure to the benefit of the parties, including their
2 respective successors-in-interest, assigns, and legal representatives.

3 **21. TIME IS OF THE ESSENCE**

4 It is understood that for CONSULTANT's performance under this
5 Agreement, time is of the essence. Analyzed, cleaned and certified canisters shall be
6 returned to the DISTRICT'S possession within eleven (11) days of the contractor
7 receiving them. All canisters are to be shipped via UPS ground shipping. If canister
8 shipments need to be expedited, then the contractor is responsible for any additional
9 cost.

10 The parties reasonably anticipate that CONSULTANT will, to the
11 reasonable satisfaction of DISTRICT, complete all activities provided herein within the
12 time schedule outlined in the attachments to this Agreement with the expectation of
13 completion of this project by November 30, 2013, provided that CONSULTANT is not
14 caused unreasonable delay in such performance.

15 **22. DATA OWNERSHIP**

16 Upon termination or expiration of this Agreement, all data which is
17 developed by CONSULTANT under this Agreement shall become the exclusive
18 property of DISTRICT, provided, however, CONSULTANT shall be allowed to retain a
19 copy of any non-confidential data received, collected, produced, or developed by
20 CONSULTANT under this Agreement subject to DISTRICT's exclusive ownership
21 rights stated herein. Accordingly, CONSULTANT shall, if requested, surrender to
22 DISTRICT all such data that is in its possession (including its subcontractors or
23 agents), without any reservation of right or title, not otherwise enumerated herein.

24 **23. SEVERABILITY**

25 In the event that any one or more of the provisions contained in this
26 Agreement shall for any reason be held to be unenforceable in any respect by a court
27 of competent jurisdiction, such holding shall not affect any other provisions of this
28 Agreement, and the Agreement shall then be construed as if such unenforceable

1 provisions are not a part hereof.

2 **24. ENTIRE AGREEMENT**

3 This Agreement constitutes the entire agreement between
4 CONSULTANT and DISTRICT with respect to the subject matter hereof and
5 supersedes all previous negotiations, proposals, commitments, writings,
6 advertisements, publications, and understandings of any nature whatsoever unless
7 expressly included in this Agreement.

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IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed as of the day and year first hereinabove written.

CONSULTANT
Atmospheric Analysis and Consulting Inc.

DISTRICT
San Joaquin Valley Unified Air Pollution Control District

By _____
Sucha S. Parmar, Ph.D.
President/Technical Director

By _____
Skip Barwick, Chair
Governing Board

Tax I.D. No.

Recommended for approval:
San Joaquin Valley Unified Air Pollution Control District

Seyed Sadredin
Executive Director/APCO

Approved as to legal form:
San Joaquin Valley Unified Air Pollution Control District

Catherine Redmond
District Counsel

Approved as to accounting form:
San Joaquin Valley Unified Air Pollution Control District

Cindi Hamm
Director of Administrative Services

For accounting use only:
Program: _____
Account No.: _____

San Joaquin Valley Unified Air Pollution Control District
Meeting of the Governing Board
May 16, 2013

**APPROVE CONTRACT WITH ATMOSPHERIC ANALYSIS & CONSULTING, INC. TO
PROVIDE LABORATORY ANALYSIS OF NON-METHANE ORGANIC COMPOUNDS FOR A
TOTAL OF \$83,996**

Exhibit 1

REQUEST FOR QUOTATION

March 27, 2013

PROJECT: Analysis of Non-Methane Organic Compounds

QUOTES DUE BY: 5:00 PM on Wednesday, April 10, 2013

OVERVIEW

The San Joaquin Valley Unified Air Pollution Control District (District) participates in the United States Environmental Protection Agency (USEPA) Enhanced Photochemical Assessment Monitoring Station (PAMS) monitoring program. It is the District's responsibility to collect the air samples, and to solicit laboratories that will analyze and upload to EPA's Air Quality System (AQS). Part of this program involves sampling for non-methane organic compounds (NMOC) adhering to the 1998 USEPA PAMS Technical Assistance Document (TAD) (Attachment A).

The District is issuing this Request for Quotation (RFQ) in order to retain a qualified contractor who will analyze cartridges collected in 2013. This contract is for the 2013 PAMS season only, providing funding is appropriated in the District's 2013 - 2014 budget. The District has the discretion to renew this contract for the 2014 season if the following conditions are met:

- The District's 2014 - 2015 budget allows for the funding allocation for the 2014 PAMS season
- All requirements and responsibilities were met to the District's satisfaction in 2013
- The collection and reporting of the data as stated below in '**Data Requirements**' were on time and met to the District's satisfaction in 2013
- The District has a good working relationship with the contractor

To be considered for this project, contractors must meet the minimum eligibility requirements, and submit cost-effective proposals that satisfy this RFQ's quotation requirements. The District will pay on a per canister basis. Payments will be made subsequent to proper verification of completed monthly data submission to EPA AQS and District evaluation of EPA Quality Control Reports, confirming that the work was completely and satisfactorily carried out.

Because District funding for the project may include federal funds:

San Joaquin Valley Unified Air Pollution Control District

- The contractor shall comply with all federal and state laws, statues, regulations, rules, and guidelines which apply to its performance under this agreement.
- The contractor shall comply with all federal and state conflict of interest laws, statutes, and regulations, which shall be applicable to all parties and beneficiaries under this Agreement and any officer, agent, or employee of District.
- The contractor must not presently be debarred, suspended, proposed for debarment, declared ineligible, voluntarily excluded from participation or otherwise excluded from or ineligible for participation under federal assistance programs. Contractor must ensure that all subcontractors employed for conduct of this project also certify compliance with this provision of law to the contractor.
- A contractor or any individual identified in the proposal that appears in the Excluded Parties List System (EPLS) is not eligible for award of a contract. The EPLS is a central registry that contains information regarding entities debarred, suspended, proposed for debarment, excluded, or otherwise declared ineligible from receiving Federal contracts. Access to the EPLS is available at www.epls.gov.
- The contractor certifies by signing the signature page of the original copy of the submitted proposal and any amendment signature page(s) that the proposer is not presently debarred, suspended, proposed for debarment, declared ineligible, voluntarily excluded from participation, or otherwise excluded from or ineligible for participation under federal assistance programs.

The contractor will provide certification that commercial general liability insurance coverage (\$1,000,000 per occurrence) for bodily and personal injuries or for property damage as well as Workers Compensation Insurance as in accordance with the California Labor Code are obtained and are in full force.

The District reserves the right to reject any and all quotations, and to make no awards.

SUBMITTAL INSTRUCTIONS

A contractor who submits a quotation in response to this RFQ must adhere to the following instructions:

1. The deadline for submitting quotations is 5:00 PM on Wednesday, April 10, 2013. Quotations received after this time and date will not be accepted.

San Joaquin Valley Unified Air Pollution Control District

2. Quotations are to be mailed to the following address:

San Joaquin Valley Unified Air Pollution Control District
Attn: Peter Biscay
Air Quality Specialist
1990 E. Gettysburg Avenue
Fresno, CA 93726-0244

3. The envelope should be marked with title "Quotation for Analysis of Non-Methane Organic Carbons."
4. Include five (5) hard copies and one (1) electronic copy of the quotation.

MINIMUM ELIGIBILITY REQUIREMENTS

Contractors must meet the following minimum eligibility requirements:

1. Successful completion of similar PAMS analyses for a government agency within the last 5 years. For the purpose of this RFQ, "similar" means PAMS analyses that closely resemble the analyses to be performed under this RFQ, including required compounds, test methods, numbers of samples, and other relevant details.
2. Possess demonstrated ability to create and upload AQS data files.

QUOTATION REQUIREMENTS

At a minimum, submitted quotations are to:

1. Not exceed 24 pages in length (including cover letter and reference material).
2. Describe previous experience in the documentation and analysis of PAMS canisters (references are required).
3. Provide qualifications of contractor staff who will be assigned to this project, and describe the role of each assigned staff member to be used in the project.
4. Describe the process that the contractor will use in the analyses of the samples.
5. Describe previous experience in the usage of the EPA AQS pipe delimited flat file transaction format and uploading data directly into EPA's Air Quality System, including a report example in a 'Reported Data' format.

San Joaquin Valley Unified Air Pollution Control District

6. Describe previous experience with the 1998 USEPA PAMS TAD for Non-Methane Organic Carbons.
7. Describe previous experience with PAMS analysis of non-methane organic compounds (NMOC) excluding the analysis of acetaldehyde, acetone, and formaldehyde (Attachment B).
8. Include a price quote for the analysis of an Audit Sample or Performance Evaluation that the District may request.
9. Include a price quote for each of the following items on a per canister basis:
 - a. The cost of analysis of the canisters (to include creation of the AQS transaction file using AQS's pipe delimited flat file transaction format);
 - b. Documentation of invalid samples and missing sample runs
 - c. The evacuation, cleaning, and certification of sample canisters;
 - d. The repair of canisters by part:
 - i. valve
 - ii gauge
 - iii elbow;
10. Include a separate price quote for shipping costs on a per canister and total cost basis.
11. Include a separate price quote for the uploading of all data into AQS using the AQS pipe delimited flat file transaction format.

GENERAL PROJECT GUIDELINES

The following is a description of the general project guidelines, requirements, and responsibilities that both the District and contractor will hold during the life of the project:

1. At any time the District may require that the contractor successfully complete an analysis of an Audit Sample or Performance Evaluation in order for the District to evaluate the performance of the lab.
2. In 2013, there are expected to be **520** samples sent to the contractor for analysis, but this number may increase up to a maximum of 680 (from a total of 6 sites) depending on the number of samples collected. PAMS sampling will be conducted during the months of June, July and August of 2013.
3. The contractor shall perform NMOC analyses using the 1998 USEPA PAMS TAD (the District will not allow for different collection or sampling devices other than what is currently in use).

San Joaquin Valley Unified Air Pollution Control District

4. There are 57 required compounds to be analyzed as listed in Attachment B; (excluding acetaldehyde, acetone, and formaldehyde). No other compounds are requested or desired.
5. The District will supply the NMOC samples in 6L SUMMA stainless steel canisters owned by the District.
6. If warranted, the contractor shall provide to the District specific instructions detailing the specific procedures for shipping the canisters. If the contractor prefers that the collected samples be returned to them using a specific kind of container, other than what the District proposes to use, then the contractor must supply these materials to the District as part of the contract. The containers / shipping materials must meet all of Department of Transportation and Federal Aviation Administration requirements for safe handling and transport provided by shipping companies like UPS or FedEx. If the contractor desires the District to use a particular written form for tracking the exposed sample (i.e. a Chain of Custody (COC) form other than the form the District provides), the contractor will supply a sufficient quantity of these forms for use by District staff.
7. Analyzed, cleaned and certified canisters shall be returned to the District's possession within 11 days of the contractor receiving them. All canisters are to be shipped via UPS ground shipping. If canister shipments need to be expedited, then the contractor is responsible for any additional cost. The contractor will contact and coordinate with the District with regards to shipping locations and addresses (Fresno and Bakersfield). The contractor is responsible for all recording keeping regarding the shipping of canisters to the individual District locations, recording the number of canisters being sent to each location, and the shipment's date. The District is responsible for all shipping costs of canisters (including audit samples) sent to the District and/or returned to the contractor for this job. The contractor shall be responsible for the shipping cost of canisters that are returned to the District with unacceptable conditions, such as less than -20 PSI of vacuum, missing fitting caps, or with a broken gauge. The certification tag shall include a check list for these items.
8. The contractor will make any needed repairs to the canisters such as valve, gauge, or elbow replacement. Payment for any such repairs shall be in accordance with the contract.
9. The contractor is responsible for all record keeping and shipping costs of other materials being sent to the District and/or the audit laboratory for this project. The District is responsible for recording keeping and shipping costs to return the above mentioned materials (other than canisters) to the contractor.
10. Once the District has concluded that the monthly deliverables are acceptable (passage of EPA Quality Control Reports) the contractor may submit a monthly billing based upon the site, date, and time of sample collection and the number of samples for that month (June, July, and August). Each monthly billing will list the

San Joaquin Valley Unified Air Pollution Control District

gross amount but will invoice at 90% as 10% will be retained until all three month's billings and all services (analyses, reports, audits, performance evaluations, etc.) are successfully completed and rendered to the satisfaction of the District. When all of the above prerequisites have been completed and deemed satisfactory, the District will accept an invoice for the retained amount and the final payment will be dispensed.

11. The contractor shall retain and archive a copy of all paper and electronic records of this project for a minimum of three (3) years. The archived records will include any documentation pertaining to the analysis and reduction of raw and processed data, including calibrations, samples and run sequences. In the case where there is a need of clarification or investigation of the reported data, the contractor will provide any and all necessary information as requested so that the entire analysis can be reconstructed.
12. The contractor will be available by phone to discuss issues related to this project on the same business day that the District places the call with the contractor. The contractor shall notify the District immediately upon the discovery of any irregularities during the course of the project.
13. It is understood by the Contractor that time is of the essence in the performance of this project.
14. The contractor is to have general liability insurance for at least One Million Dollars (\$1,000,000.00) for bodily or personal injuries or for property damage as well as Workers Compensation Insurance in accordance with the California Labor Code.
15. Contractor shall comply with all federal and state conflict of interest laws, statutes, and regulations, which shall be applicable to all parties and beneficiaries under this Agreement and any officer, agent, or employee of District.
16. Since this Agreement exceeds Ten Thousand Dollars (\$10,000), the contractor will be subject to examination and audit of the auditor general for a period of three (3) years after final payment under contract.

QUALITY CONTROL REQUIREMENTS

The following procedures will be employed to ensure the quality of the project and the resulting data:

1. The contractor is to provide their own certified EPA-PAMS Reference Gas Cylinder for calibration standard purposes. The Gas Cylinder must include the PAMS VOC

San Joaquin Valley Unified Air Pollution Control District

Target Compounds. These gases must be traceable to a National Institute of Standards and Technology (NIST) standard.

2. Samples shall be promptly analyzed to prevent degradation of the hydrocarbon species, and to facilitate timely return of the canisters to the District. Analyzed, cleaned and certified canisters shall be returned and be in the District's possession within 11 days of the contractor receiving them. All canisters are to be shipped via UPS ground shipping. If canister shipments need to be expedited, then the contractor is responsible for any additional cost.
3. The contractor will analyze contents of only the valid samples as identified in District chain of custody (COC) forms. The contractor will not analyze contents of invalid samples. For invalid samples, the contractor will repair canisters as necessary, and prepare, clean, and certify canisters for subsequent sampling. The contractor will appropriately document missing samples.
4. Upon completion of analysis, the contractor will evacuate, clean, and certify each canister for future sampling and analysis before returning it to the District. Preparation shall include cleaning the canister, vacuum verification of -30 PSI and leak testing. Canisters received with less than the -20 PSI will be deemed defective with a leak problem and returned for correction at the contractor's expense.
5. The contractor will analyze and include in the reports one (1) clean and certified canister per day as a part of the quality control certification process. Another report is to include the number of canisters passed and failed with regards to the total number of canisters that went through the certification process.
6. The contractor will provide written documentation indicating the methodology used for analytical instrument calibration, analysis and quality control / assurance. Copies of all related paperwork used to conduct data analysis such as chromatograms; instrument calibrations, etc., shall be supplied to the District as a hard copy and in electronic PDF form.
7. At no additional cost, the contractor will analyze for audit purposes, any canister(s) sent to the contractor by a CARB, USEPA and/or EPA approved National Air Toxics Trend Stations (NATTS) Laboratory designated by the District. The contractor shall provide copies of these audit results to the District. The results shall include all pertinent information regarding calibration reports and standard certificates.

DATA REQUIREMENTS

The following is a list of requirements for the collection and reporting of the data involved in this project:

San Joaquin Valley Unified Air Pollution Control District

1. The contractor will only report data for the 57 compounds that are required to be analyzed as listed in the North American Research Strategy for Tropospheric Ozone (NARSTO) Measurement Methods Compendium; excluding acetaldehyde, acetone, and formaldehyde (Attachment B). No other compounds are requested or desired.
2. The laboratory will report data as 'Reported Data' in the AQS pipe delimited flat file transaction format.
3. Laboratory equipment must be capable of detecting and measuring levels of VOCs as low as one (1) Parts Per Billion carbon (PPBc) but reporting all detection levels.
4. Reported data is to meet Level IV criteria according to EPA guidelines for PAMS documentation (Laboratory Documentation Requirements For Data Validation, Document control Number 9QA-07-89, January 1990).
5. Data is to be reported to the District in both Parts Per Billion carbon (PPBc) and Parts Per Billion volume (PPBv).
6. The data formatted and uploaded to the AQS database is to utilize PPBc.
7. All measured values are to be reported. Any data below the Practical Quantification Limit (PQL) will be reported and flagged with "LJ". All non-detectable data will be reported as zero and flagged with "ND". Other Qualifier Codes can be used if necessary.
8. The contractor will submit monthly reports summarizing the analyzed data during the course of the project.
9. The contractor's monthly data files and reports will provide the resulting data in 3 forms:
 - a. Electronic file format (DVD, Flash Drive, Compact Disc, etc.) individually labeled per site and per month; identifying the station name, station AIRS code, sample date, and sample collection time.
 - a. Hard copy printouts in appropriately sized binders tab separated, and labeled per site and per month. Each report must identify the station name, station AIRS code, sample date and sample collection time.
 - b. EPA Quality Control Reports: 'Load Report', 'Statistical Evaluation and Critical Review Report' and the 'Raw Data Inventory Report'.
10. All laboratory activities and completed data file uploaded reports (to include passage of EPA Quality Control Reports) are to be submitted to the District and AQS by **no later than November 30, 2013.**

INQUIRIES

Technical and administrative questions concerning this RFQ should be directed to Peter Biscay, Air Quality Specialist, San Joaquin Valley Unified Air Pollution Control District at peter.biscay@valleyair.org or (559) 230-6000.

San Joaquin Valley Unified Air Pollution Control District
Meeting of the Governing Board
May 16, 2013

**APPROVE CONTRACT WITH ATMOSPHERIC ANALYSIS & CONSULTING, INC. TO
PROVIDE LABORATORY ANALYSIS OF NON-METHANE ORGANIC COMPOUNDS FOR A
TOTAL OF \$83,996**

Exhibit 2

***Technical Proposal and Quotation for the
Analysis of Non-Methane Organic Compounds
Included in the US-EPA Enhanced PAMS
Program***

***Request for Quotation dated March 27, 2013:
Analysis of Non-Methane Organic Compounds***

Prepared For:

San Joaquin Valley

Unified Air Pollution Control District

1990 E. Gettysburg Avenue

Fresno, CA 93726

Prepared By:

Atmospheric Analysis and Consulting, Inc.

1534 Eastman Avenue, Suite A

Ventura, CA 93003

April 9, 2013

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Provided on the accompanying CD:

1. AAC's NMOC Proposal in PDF Format
2. NMOC PAMS Protocol / TO-14A SOP
3. Example NMOC PAMS / TO-14A Level IV Data Package
4. NMOC PAMS Protocol / TO-14A Field Data Sheet
5. EPA Region 9 PAMS NMOC Audit Report for 2009
6. Liability and Workers Compensation Insurance Certificates

SUMMARY

Atmospheric Analysis and Consulting, Inc. (AAC) is pleased to respond to the San Joaquin Valley Unified Air Pollution Control District's (SJVUAPCD) solicitation pertaining to air quality laboratory services dealing with sampling media preparation and analysis of ambient air samples for speciated Non-Methane Organic Compounds (NMOC) in the United States Environmental Agency (US-EPA) Enhanced Photochemical Assessment Monitoring Station (PAMS) program. AAC is particularly well equipped and qualified to conduct this effort in light of our over fifteen years experience in ambient air monitoring and analysis of NMOCs using the US-EPA PAMS Technical Assistance Document (TAD) (US-EPA Document # EPA /600-R-98/161) and Method TO-14A for various state and local government agencies including several long-term PAMS projects. AAC has been involved in the development, testing and validation of NMOC measurements using the PAMS TAD/TO-14A and other methodologies since 1993. Since that time AAC has been instrumental in the testing of new analytical and canister cleaning procedures as well as testing various canisters and other sampling equipment for their usability in NMOC measurements. AAC scientists have published and presented numerous research papers regarding the sampling and analysis of NMOCs. AAC has been supplying Canisters and NMOC analysis for several state and local agencies as part of the PAMS program since 1993. AAC President, Dr. Sucha Parmar was actively involved in the Southern California Air Quality Study (SCAQS) in monitoring NMOCs at nine sites in Southern California, as well as the Southern California Ozone Study (SCOS-97) and has extensive experience with field sampling and analysis of NMOCs. AAC routinely participates in independent audit evaluations in which we typically agree to within twenty percent or less of the nominal value. AAC analyzes all PAMS/TO-14A samples using GC-FID combined with GC-MS allowing us to accurately verify 100% of all analytes. While not required by the PAMS TAD or TO-14A, our years of analytical experience with these methods have convinced us that GC-MS confirmation is absolutely necessary in order to confirm 100% of all analytes detected on GC-FID. Most if not all of the other laboratories simply use a GC-FID and "confirm" each analyte by matching the retention time to that of an authentic standard. AAC along with several local agency laboratories participated in the 2009 EPA Region 9 PAMS Hydrocarbon Audit as part of the District's PAMS audit requirements. AAC had the best results out of all of the laboratories (see audit results below) for all of the analytes measured. We are certain that improved canister-cleaning procedures along with GC-MS confirmation and overall proper analytical techniques resulted in our success with this ambient-level audit sample. In addition to meeting all of the technical requirements as set forth in the Request for Quotation (RFQ) by the district, we also meet the non-technical requirements, namely that we have successfully completed a PAMS project in the last two years and that we have not been debarred from any federal assistance programs.

AAC successfully completed the SJVUAPCD's 2011 PAMS season for analysis of speciated NMOCs. Project highlights included successfully passing the pre-season audit, 100% completion of all sample analysis and reporting (of those samples that were sent to AAC non-voided), and successfully passing the post-season audit (see audit results below). AAC met all of the requirements set forth in the RFQ and agreed to in the contract for the 2011 PAMS season. In addition AAC was able to provide the final data in the required Level IV formats and in the required AIRS format in a timely manner.

In this proposal, AAC offers to analyze the 6 liter Summa[®] canisters supplied by the SJVUAPCD for NMOCs (C₂ – C₁₂ speciated hydrocarbons) according to the US-EPA PAMS TAD and US-EPA Method TO-14A. These measurements will be made by the district as part of the US-EPA PAMS program for 2013. For this project, AAC has assembled a highly qualified and experienced team of scientists, who have extensive experience in all aspects of NMOC sampling and analysis following PAMS TAD guidelines and using EPA Method TO-14A. AAC will clean, evacuate and certify the Summa[®] canisters for field sampling, analyze the samples for NMOCs (C₂ – C₁₂) including all of the required PAMS species, coordinate with the project manager and site operators as needed, perform quality assurance, and validate and report data in the required Level IV formats including electronic data submission in the proper AIRS format. We feel that our extensive prior experience in using PAMS TAD / TO-14A methodology combined with our improved analytical procedures (including GC-MS confirmation) and extensive QA/QC program makes us the most reliable laboratory for this project.

STATEMENT OF QUALIFICATIONS (SOQ)

AAC's Prior Experience in NMOC Measurements using US-EPA PAMS PROTOCOL

AAC has been routinely analyzing NMOC samples for the PAMS program for various government agencies using US-EPA PAMS TAD for over fifteen years. Agencies we have previously and/or are currently providing NMOC measurements to as part of the PAMS program include the following:

- San Joaquin Valley Unified Air Pollution Control District (SJVUAPCD)
AAC conducted SJVUAPCD's PAMS program from 1999-2007 and in 2009-2011.
- PIMA County Department of Environmental Quality (PIMA DEQ) (Tucson, AZ)
AAC conducted PIMA DEQ's PAMS program in the Tucson area from 2000-2001.
- Arizona Department of Environmental Quality (ADEQ)
AAC conducted ADEQ's PAMS program from 1992-1995 as part of a special ozone precursors study in the Phoenix area.
- Missouri Department of Environmental Quality (MDEQ)
AAC conducted MDEQ's PAMS program in 2001.

In addition to the PAMS programs listed above, AAC has analyzed NMOC samples for a large variety of state and local agencies using the same method (US-EPA PAMS TAD) for the last fifteen years. A representative list includes the following governmental clients:

- Utah State University
AAC is currently providing Summa[®] canisters, flow controllers and NMOC analysis by PAMS Protocol as part of the “**2012-2013 Uintah Basin Winter Ozone & Air Quality Study**”. 2012 – Present

- South Coast Air Quality Management District (SCAQMD)
AAC is currently providing Summa[®] canisters and NMOC analysis by PAMS Protocol as part of the “*Air Pollutant Measurements Aloft Study*”. 2008 – Present.
- Los Angeles International Airport (LAX) / City of LA
AAC has recently been awarded a 3-year contract to analyze ambient air samples surrounding LAX for various pollutants including NMOCs by PAMS Protocol.
- Southern California Ozone Study (SCOS - 97)
AAC was awarded a large contract for NMOC analysis by PAMS Protocol by the U.S. Navy to participate in the ambient air-monitoring program launched by the California Air Resources Board (CARB) in the summer of 1997.

CERTIFICATIONS & ACCREDITATIONS

NELAP Certification # E87837

Texas CEQ Certification # T104704454-09-TX

New Jersey DEP Certification # CA014

SCAQMD Certification # 03LA0606

SBA HUBZone Certification # 20603

Los Angeles MBE Certification # 9279

SDB Cert # WA00001-0012555

MWD SBE Certification #16923

AAC's Laboratory Certifications, Inter-laboratory Comparisons and Audit Results for NMOC Analysis

AAC is NELAC certified in the states of Florida, New Jersey, and Texas for NMOC analysis using EPA Method TO-14A. In addition, AAC routinely participates in inter-laboratory comparisons with several government agencies including the US-EPA, CARB, and VCAPCD. We have a NELAC approved Laboratory Management plan as well as a QA/QC manual and all supporting information such as SOPs, demonstration of capabilities and QA results readily available. As part of the various PAMS projects that we are involved in, we are audited every year separately for each project by an independent laboratory. Shown below are the Audit results for SJVUAPCD's 2007 PAMS program.

PAMS VOC AUDIT SAMPLE			
LAB:	SJVAPCD		
ANALYST:	Atmospheric Analysis & Consulting, Inc.		
CANISTER #	4555		
COMMENTS:			
ANALYSIS DATE:	12/3/2007		
COMPOUND	TRUE CONCENTRATION (ppbC)	CONCENTRATION (ppbC)	% DIFFERENCE
Ethylene	4.06	3.17	-21.9
Acetylene	4.28	3.87	-9.6
Ethane	4.61	3.86	-16.3
Propene	5.30	4.61	-13.0
Propane	6.10	6.22	2.0
Isobutane	8.10	7.32	-9.6
1-Butene	7.71	7.10	-7.9
n-Butane	8.27	6.97	-15.7
trans-2-Butene	7.90	7.12	-9.9
cis-2-Butene	8.07	7.11	-11.9
3-Methyl-1-Butene			
Isopentane	9.63	8.36	-13.2
1-Pentene	10.34	9.10	-12.0
n-Pentane	9.29	8.46	-8.9
Isoprene	9.00	8.69	-3.4
trans-2-Pentene	9.00	8.27	-8.1
cis-2-Pentene	8.59	7.92	-7.8
2-Methyl-2-butene			
2,2-Dimethylbutane	12.09	10.86	-10.2
Cyclopentene			
4-Methyl-1-pentene			
Cyclopentane	9.93	8.84	-11.0
2,3-Dimethylbutane	11.65	10.67	-8.4
2-Methylpentane	11.56	10.34	-10.6
3-Methylpentane	14.47	12.94	-10.6
1-Hexene	10.76	11.26	4.6
2-Methyl-1-pentene			
n-Hexane	11.41	12.71	11.4
trans-2-Hexene			
cis-2-Hexene			
Methylcyclopentane	12.48	12.68	1.6
2,4-Dimethylpentane	14.27	14.30	0.2
Benzene	11.86	11.68	-1.5
Cyclohexane	12.41	12.52	0.9
2-Methylhexane	14.00	15.15	8.2
2,3-Dimethylpentane	14.50	14.68	1.2
3-Methylhexane	14.33	14.15	-1.3
2,2,4-Trimethylpentane	16.57	16.61	0.2
n-Heptane	13.16	13.23	0.5
Methylcyclohexane	14.62	14.67	0.3
2,3,4-Trimethylpentane	14.81	14.94	0.9
Toluene	12.78	13.11	2.6
2-Methylheptane	14.48	14.52	0.3
3-Methylheptane	15.65	15.81	1.0
n-Octane	15.14	15.35	1.4
Ethylbenzene	13.60	13.12	-3.5
m,p-Xylene	26.66	25.37	-4.8
Styrene	11.39	11.07	-2.8
o-Xylene	13.70	12.94	-5.5
n-Nonane	16.29	15.56	-4.5
Isopropylbenzene	15.45	14.27	-7.6
n-Propylbenzene	14.73	12.58	-14.6
m-Ethyltoluene	14.52	12.19	-16.0
p-Ethyltoluene	13.38	11.30	-15.5
1,3,5-Trimethylbenzene	14.17	12.29	-13.3
o-Ethyltoluene	14.46	12.51	-13.5
1,2,4-Trimethylbenzene	14.21	11.84	-16.7
n-Decane	16.53	14.15	-14.4
1,2,3-Trimethylbenzene	12.45	10.91	-12.4
m-Diethylbenzene	9.39	7.57	-19.4
p-Diethylbenzene	13.83	11.13	-19.5
n-Undecane	15.19	11.99	-21.1

During 2009-2010 AAC participated in the EPA Region 9 PAMS hydrocarbon audit along with several state and local agencies. AAC was the only lab that met the criteria of better than $\pm 20\%$ for all compounds. In fact AAC was within $\pm 7.6\%$ of the stated value for all compounds. The figure below shows the results from the 2009 audit (AAC lab code is BB).



We provide below the following excerpt from the audit report (Steve Remaley, EPA Region 9 Hydrocarbon Audit Final Report 100209):

“Audit sample BB exhibited the best agreement overall of all the audit samples and had excellent agreement for the compound used for calibration, propane (difference -0.7%). Increased differences were observed for the other compounds present in the sample, but nothing greater than 7.6%. “

The complete report is too long to attach here but is provided on the accompanying CD.

We hope to increase the number of audits and inter-laboratory comparison studies that we participate in during 2013.

PERSONNEL QUALIFICATIONS / ORGANIZATIONAL CHART

Program Management and Organization

The organizational chart provided below depicts the proposed project team, which is structured according to the main tasks. The project coordinators are the focal point for all the project activities between SJVUAPCD and AAC. This section provides an overview of the primary personnel who will be involved in this project.

Executive Summary of Personnel Qualifications

- **Project Coordinator/Manager - Dr. Sucha S. Parmar**

The Project Coordinator/Manager will be Dr. Sucha S. Parmar, Technical Director and President of Atmospheric Analysis and Consulting. Prior to starting his own environmental company, Dr. Parmar was with ENSR Consulting and Engineering, where he was the Technical Director of their Air Toxics Laboratory in Camarillo, California. He has a broad background in environmental chemistry and air pollution. Dr. Parmar has more than 20 years experience in laboratory measurements and analysis of toxic air pollutants. Dr. Parmar has also developed or modified EPA/CARB analytical methodologies for the measurement of volatile, semi-volatile organics and inorganic compounds present in environmental samples. Dr. Parmar has a B.S. in Chemistry and an M.S. in Physical Chemistry. His Ph.D. is in Spectroscopy and Photochemistry. Dr. Parmar is a member of the American Chemical Society, SES and AWMA. Dr. Parmar's representative project experience included the management and technical direction of a program to measure aldehydes and organic acids in ambient air samples and the development and management of a program designed to measure peroxyacetyl nitrate (PAN), NO₂, organic acids and ozone precursor hydrocarbons. *Dr. Parmar has presented or published over 40 articles in premier journals and co-authored U.S. EPA Method TO-11A.*

- **Lab Director/ Secondary Project Manager - Marcus Hueppe**

As AAC's Laboratory Director and Senior Analytical Chemist, Mr. Hueppe oversees all of the laboratory's daily operations including QA/QC and Safety programs. He has over ten years of management and environmental analysis experience and has a B.S. in Engineering, with an emphasis in biochemistry from Arizona State University. He has extensive experience in all areas of environmental chemistry as well as the governing agencies and accreditations associated with soil, water, and air analysis. In addition, he oversees and assists in all method development and research including SOP writing, revision, and method validation. Mr. Hueppe as well as Dr. Parmar co-reviews all of the data prior to submission ensuring integrity and adherence to the SOPs and laboratory protocol. Mr. Hueppe has over 10 years experience in the sampling and analysis of VOCs and Carbonyls, four of which included SJVUAPCD's PAMS programs as well as other state and federal programs.

- **Chemist Level IV – Jerome Greuel**

Jerome Greuel has a B.S. in Biology from Marquette University, Wisconsin. Mr. Greuel has over eight years experience in environmental analysis, most of which involved the development of air analysis methods by GC-MS. He has extensive experience in research, methodology, and performs routine analysis and testing utilizing various analytical instrumentation specifically, GC-FID and GC-MS. He also serves as our senior method development chemist for GC-MS applications. Mr. Greuel has been our senior TO-14A/PAMS Protocol chemist since 2005. Much of his extensive experience with these types of programs comes directly from the previous PAMS programs awarded to AAC by SJVUAPCD. Mr. Greuel will serve as the primary chemist for all TNMOC measurements.

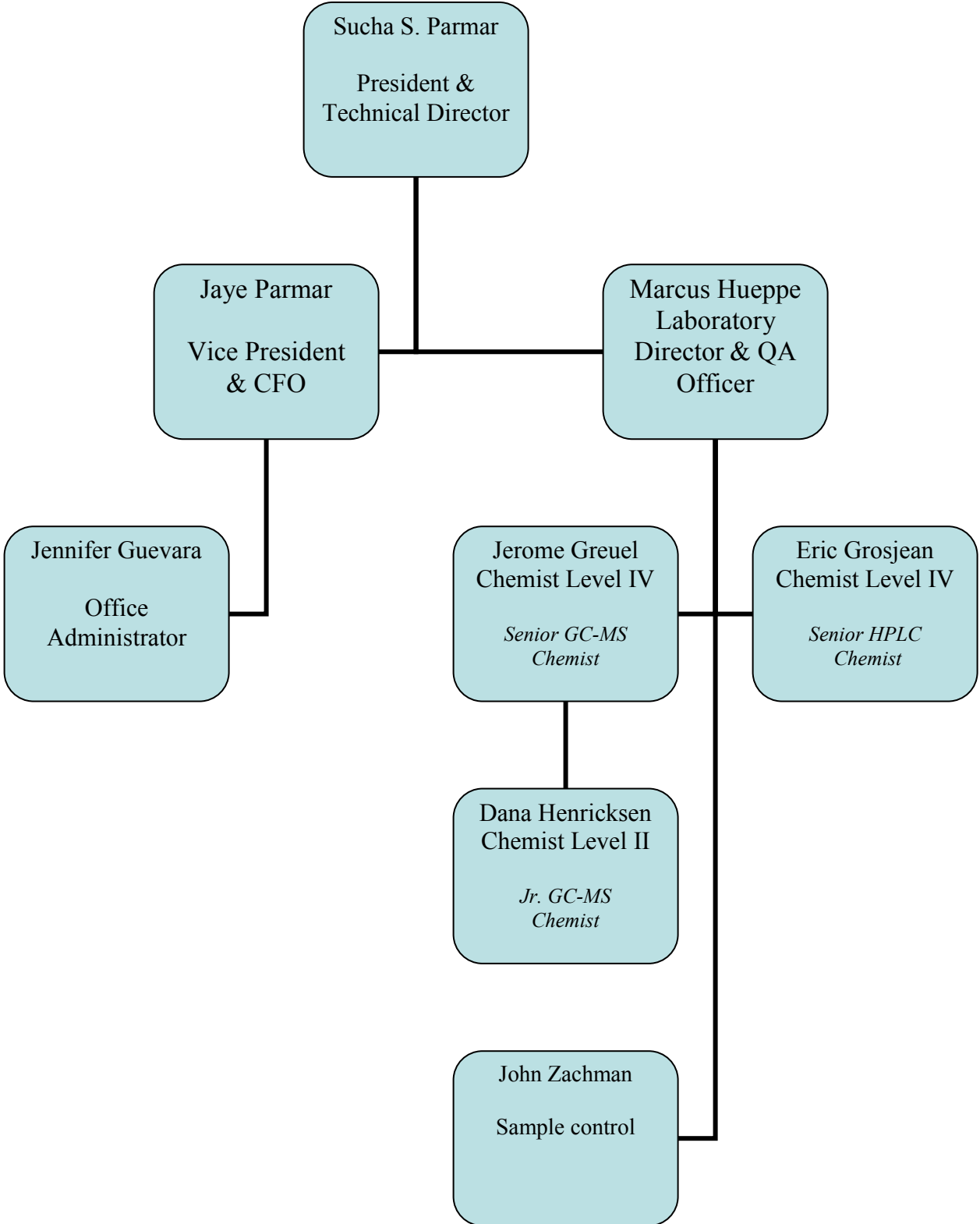
- **Chemist Level IV - Eric Grosjean**

Eric Grosjean has a B.A. in Environmental Sciences from California State University, Northridge. Mr. Grosjean has over 20 years experience in environmental sample collection and analysis. He has been collecting carbonyl samples as part of a variety of projects including large field studies; atmospheric chemistry studies, indoor-air studies, and vehicle exhaust studies, etc since ca.1990. He has been instrumental in the development of carbonyl measurement methods including those that were developed into EPA Method TO-11A. As part of these various projects Mr. Grosjean has published over thirty peer-reviewed articles regarding various aspects of carbonyl sampling. He has personally collected and analyzed several thousands of samples using EPA Methods TO-11A and IP-6A and is highly familiar with the analysis method that will be used at AAC as part of this project. In addition, Mr. Grosjean has assembled and reviewed large databases of Carbonyl and VOC data for QA/QC purposes and also prepared the data for further analysis including reactivity and toxicity rankings. Mr. Grosjean will serve as the primary analyst for all Carbonyl measurements as part of this project. He will also compile and perform simple statistics on the data to ensure that the measurements are all in reasonable agreement with one another. Mr. Grosjean has been with AAC since 2008.

- **Chemist Level II – Dana Henricksen**

Ms. Henricksen has a B.S. degree in Chemistry from the University of California, Irvine. Ms. Henricksen has extensive GC experience, with a large variety of ambient air monitoring projects as well as several years of QC and ICP experience. Ms. Henricksen will serve as the secondary analyst for all TNMOC measurements and will also peer review the data.

Project Team



SCOPE OF WORK

We agree to all of the conditions as specified in the RFQ. Specifically we commit to the following:

- AAC will obtain a NIST traceable certified reference standard for calibration and retention time verification purposes. This standard will contain all of the PAMS target species referenced in the RFQ.
- Samples will be analyzed promptly, and the evacuated, pre-cleaned and certified canisters will be returned back to the district within eleven (11) business days.
- Invalid samples will not be analyzed and missing samples will be appropriately documented, both of which will also be reported in AIRS format.
- Canisters needing repairs will also be documented and a summary of the repairs needed will be provided to the district for approval prior to any action being taken.
- Analyzing all audit samples (at no additional cost) provided by the District designated laboratory and providing the results of that analysis along with all supporting material to the District.
- Ensuring that all field logs are properly filled out and that there are no discrepancies between the samples and the sample field logs. Resolving any discrepancies by communicating with the field operators or supervisors.
- Analyze and include in the reports one clean and certified canister (lab blank) per day as a part of the quality control certification process.
- Analyzing approximately 520 samples collected during the months of June, July and August of 2013 following the US-EPA PAMS TAD / TO-14A for all of the PAMS target species listed in the RFQ.
- Ensuring that we can detect and measure levels as low as one ppbC for all analytes to be reported.

In addition, we commit to the following Communication, Data and Shipping Requirements:

- We will be available by phone at all times to discuss any project issues.
- We will notify the District immediately if any irregularities are discovered during the course of the project.
- We will retain copies of all records for at least three years.

- We will provide monthly reports summarizing the data.
- All data will be reported in ppbV and ppbC and the data formatted and uploaded to the AIRS database will be reported in ppbC.
- We will report all measurable values. All data below the PQL will be reported and flagged as “LJ” and all non-detectable data will be reported as zero (0) and flagged with a “ND”.
- We will provide the final data in the three (3) required formats: Electronic, Hardcopy, and Quality Control Reports as outlined in the RFQ.
- We will provide all documentation indicating the methodology used for calibrations, analysis, and QA/QC procedures, and also provide copies of all of the paperwork used for data analysis to meet Level IV criteria.
- The completed data file uploaded reports will be finished on or before November 30, 2013.

TECHNICAL PLAN

In order to carry out the conditions agreed to in the Scope of Work we propose to follow the methodologies presented below for canister storage and shipping, sample tracking and receiving, sample analysis, and data validation and reporting. During all phases of the project AAC scientists will be available to answer any questions that District personnel may have regarding sample handling and collection procedures.

Canister Storage and Shipping Procedures

All canisters and their shipping boxes will be stored and handled in a safe and temperature controlled environment. All shipping costs will be the responsibility of the District unless the canister is received by the District damaged or deemed unusable for reasons such as the vacuums being out of specifications. The certification tag accompanying each individual canister will have documentation certifying equipment integrity and all of the necessary certification information.

Sample Receiving and Tracking Procedures

- Upon receipt the samples are examined for any sign of mishandling.
- The Chain of Custody (COC) is examined to determine if all samples received are valid and if the information in the COC agrees with the samples.
- The samples are sorted by site, date and interval. Any missing samples, voided samples, or mishandled samples will result in AAC generating a Corrective Action Form to be approved by the District’s point of contact.

- Each set of samples from each site received that day is assigned a project number. All samples from each project, including those voided, are assigned a unique laboratory identification number. All pertinent information regarding the sample such as project number, Lab ID number, time and date sampled, sample media, etc., is entered into the LIMS System.

Canister Cleaning and Certification

Prior to sampling, the canisters will be cleaned by repeated evacuation and pressurization with humidified zero air, as described in the PAMS TAD / TO-14A. Six repeated cycles of evacuation to ~0.5mmHg absolute pressure followed by pressurization with humidified ultra-high purity (UHP) zero air to approximately 20psig are used. AAC's canister cleaning procedures involve heating the canisters to 100°C and using a low temperature (-80°C) trap to effectively remove contaminants to levels far lower than what the PAMS TAD calls for.

At the end of the cleaning procedure, one canister out of a lot of sixteen is filled with humidified UHP zero air and analyzed by the GC-FID/MS method. The canisters are considered clean if the total NMOC concentration is less than 10ppbC.

Sample Analysis and QA/QC Procedures

All samples are analyzed upon receipt, following the analytical procedures for the US-EPA PAMS TAD and EPA Method TO-14A and as specified in our SOP # PAMS.07. An overview of our analytical procedures is given below.

The analysis of whole-air samples for speciated NMOCs is not a routine analysis. Rather, it is a specialized analysis that will succeed only when a program of well-maintained equipment, highly trained analysts, and a consistent and aggressive quality assurance program all work together. The major challenges of NMOC ($C_2 - C_{12}$) analysis are:

- Proper sample concentration and injection techniques
- Achieving complete separation of target analytes
- Confirmation of target analytes
- Proper calibration procedures

The following sections will address these challenges and present our technical approach to the sampling and analysis of speciated hydrocarbons for this project.

Sample Concentration and Injection

AAC uses an ENTECH 7100 cryogenic preconcentrator / cryofocuser and a 16-port autosampler for the analysis of all ambient air samples for NMOCs (C₂ – C₁₂) following PAMS TAD / TO-14A. This system has been fine-tuned to ensure that all analytes from light (ethylene to propane range) to heavy (decane to dodecane range) are properly trapped, focused and injected into the GC. The most typical problems with sample concentration systems used in this type of analysis occur at either the very light or very heavy ends of the analyte range. As can be seen from our audit results in 2009 (see audit results above), AAC had the best results for both the light and heavy end analytes ensuring that our trapping and injection system is optimized for the full range (C₂ – C₁₂) of PAMS NMOC analytes.

Sample Separation and Detection System – GC-FID/MS

PAMS NMOC analysis typically utilizes either GC-FID or GC-MS. Analyte detection using the GC-FID is based on the complete separation of analytes and matching retention times for each analyte with that of an authentic standard. In certain cases co-elution of target compounds with either other target compounds and/or non-target compounds may occur and the FID cannot differentiate between the two analytes. In the case of the Mass Spectrometer (MS), the identification is additionally based on matching the ion spectrum of each analyte with that of an authentic standard. GC-MS is a superior identification technique to GC-FID as it gives absolute confirmation of the identity of each analyte. Quantifying by GC-FID is a reliable technique once the identity of each analyte has been ascertained. For the PAMS program, the US-EPA recommends GC-FID analysis and a suitable cryogenic preconcentration / cryofocusing and auto injection technique. AAC will quantify all target analytes by GC-FID as specified in the PAMS TAD / TO-14A. For quality assurance purposes, 100% of all analytes detected will be confirmed by GC-MS analysis. This analytical protocol provides dual column and detector confirmation for each analyte and ensures that analytes are not incorrectly reported due to co-eluting peaks.

Calibration Procedures

Calibration of the GC-FID/MS system to measure NMOCs requires two distinctly different types of calibration mixtures: a primary standard to calibrate the detector response for analyte quantitation (primary calibration standard) and a secondary standard which is a quantitative mixture of known hydrocarbon compounds used to determine analyte retention times and to confirm that the individual response factors are correct for each analyte. Multi-point calibration curves with a minimum of 3-5 concentration levels will be established prior to sample analysis using a NIST traceable standard. These calibrations will be checked every twenty-four (24) hours during the analysis of field samples, as well as every time a new batch of samples is analyzed, whichever is most frequent.

Calibration standards are chosen to bracket the expected concentrations of various parameters in the sample and to operate within the linear range of the instrument. Samples that fall outside of the calibration range are diluted until bracketed by the calibration curve. Instrument responses to calibration standards are calculated using the Average Calibration Factor method.

The secondary standard is a humidified multiple-component mixture containing all target NMOCs at varying concentrations. The secondary standard is used during the initial setup of the

GC-FID system to optimize critical peak separation and determine individual retention times for each of the target analytes. The secondary standard is also used during the routine operation of the GC-FID system as a QC standard for verifying the retention times and response factors of each analyte. During the course of analysis, these standards are routinely analyzed to ensure that the instrument response has not changed. All analytes measured are confirmed simultaneously by GC-MS analysis.

AAC unlike most other laboratories uses both the primary calibration standard and the secondary individual calibration standard to ensure that the calculated response factors and retention times for each analyte are verified on a daily basis.

Additional QA/QC Procedures

In addition to following the US- EPA PAMS TAD and Method TO-14A requirements, we strictly adhere to all stipulations of our NELAC certifications for US-EPA method TO-14A analytical requirements. Additional supporting material regarding our analytical and QA/QC plans are available in AAC's SOQ and Quality Assurance/Quality Control (QA/QC) manual for 2013.

Along with each set of samples, AAC analyzes a full suite of QA/QC standards that are specified in the PAMS TAD, Method TO-14A, or the NELAC manual. At a minimum we analyze a BFB MS tune verification, method blank, an opening CCV standard, a LCS and LCSD standard, and a sample and sample duplicate with each set of samples. Additional details of the QA/QC plan are detailed in our SOP.

Data Validation and Reporting

AAC has built in several layers of checks in order to properly validate any data before it is finalized. At least two additional persons beyond the chemist/analyst will review all of the data including chromatograms, COC's and reports. In addition, the QA/QC manager will review each QA/QC report that is associated with each sample batch to ensure that all QA/QC requirements have been met. The Lab Manager will review in conjunction with our sample receiving staff all COC and sample receiving conditions.

Data will be delivered at Level I validation every month, which will include flags on erroneous or questionable data, using the validation procedure described above. We will also work with the SJVUAPCD Project Manager in reviewing all of the data for consistency within the project domain. Based on this review we will revise earlier deliveries at a Level IV validation. This version of the data, incorporating correction of any errors found subsequent to the initial submission, will be delivered in AIRS format to the SJVUAPCD. Level IV data packages will include copies of chromatograms, calibrations and all related QA/QC documentation, so that an independent reviewer can validate the data calculations, etc. The final data will be delivered meeting Level IV criteria in the three required formats stipulated above.

AIRS Data Format

AAC has been reporting data using the EPA-AIRS format for over 15 years to various state and local agencies as part of the PAMS programs. We typically provide the agency an Excel file that contains the parameters specified in the PAMS TAD. The electronic file typically contains for each sample the site name, site ID if provided, sample collection date and times, trend or episode sampling type, and the data reported in the requested units for each species. Typically each agency requests slightly different formats depending on their needs so there is not one specific AIRS format that we provide. We are willing to accommodate the requests of the agencies as needed for specific reporting requirements. As part of several ongoing projects, we currently are reporting Level IV data packages to the EPA and have met all of the EPA's requirements and needs for Level IV data requirements. For the 2011 SJVUAPCD PAMS season we were able to successfully report all of the validated data in the required AIRS data formats in a timely manner. We are always willing to accommodate any changes that the District may have for the 2013 PAMS season regarding the AIRS data formats and uploading.

US-EPA PAMS TAD / TO-14A ANALYTE LIST

Ethylene	2-Methylpentane	Ethylbenzene
Acetylene	3- Methylpentane	m/p-Xylenes
Ethane	1-Hexene	Styrene
Propylene	n-Hexane	o-Xylene
Propane	Methylcyclopentane	Nonane
Isobutane	2,4-DMP	Isopropylbenzene
1-Butene	Benzene	n-Propylbenzene
n-Butane	Cyclohexane	m-Ethyltoluene
trans-2-Butene	2-Methylhexane	p- Ethyltoluene
cis-2-Butene	2,3-Dimethylpentane	1,3,5-Trimethylbenzene
Isopentane	3-Methylhexane	o- Ethyltoluene
1-Pentene	2,2,4-Trimethylpentane	1,2,4- Trimethylbenzene
n-Pentane	n-Heptane	n-Decane
Isoprene	Methylcyclohexane	1,2,3- Trimethylbenzene
trans-2-Pentene	2,3,4-Trimethylpentane	m-Diethylbenzene
cis-2-Pentene	Toluene	p-Diethylbenzene
2,2-Dimethylbutane	2-MHP	n-Undecane
Cyclopentane	3-MHP	n-Dodecane
2,3-DMB	n-Octane	TNMOC

- Sample Reporting Limit = 1.0ppbC
- Method Detection Limits vary by Instrument, typically 0.10 – 0.30ppbC

PRICE SCHEDULE: NON-METHANE ORGANIC COMPOUNDS

- Cost of analyzing an Audit sample or Performance Evaluation = **No Charge**
- Cost of analyzing Summa[®] canisters for total and speciated Non-Methane Organic Compounds (C₂ – C₁₂) per US-EPA Method TO-14A/PAMS TAD including AIRS format reporting for the EPA AQS system = **\$110.00 ea**
- Cost of evacuating, cleaning and certifying canisters = **\$20.00 ea**
- Cost of handling and AIRS reporting of voided and/or missing samples = **\$5.00 ea**
- Cost of uploading all AIRS data to the EPA AQS system = **No Charge**

Canister Repair Costs*

- Cost of replacing valves on Summa[®] canisters= **\$180 ea**
- Cost of replacing pressure/vacuum gauge and elbow joint= **\$100 ea**
- Cost of labor to repair canister valve or gauge = **\$30 ea**
- **Any repairs to canisters will be conducted by mutual agreement between AAC and SJVUAPCD*

Canister shipping:

Based on the previous years of experience in shipping canisters back to SJAPCD, the estimated shipping cost per can is **\$6.00** by UPS ground, which is a one day shipment from Ventura, CA.

Based on an estimated sample total of 520 samples, the total estimated shipping cost for the project = **\$6240.00 (520 samples x \$6.00/sample x 2 trips (initial shipment from SJ and return shipment to SJ))**

REFERENCES

Organization: Ventura County Air Pollution Control District
Years of Service: 1994-2009 (retired)
Contact Person: Mr. James Balders
Title: Supervisor - Atmospheric Chemistry Branch
Phone: 805-525-1939
Email: jbrt_1111@verizon.net

Organization: Arizona Department of Environmental Quality
Years of Service: 1992-1996 (retired)
Contact Person: Mr. Frank Keen
Title: Program Manager
Phone: 480-258-0401
Email: az.keene@gmail.com

Organization: Previous - San Joaquin Valley Unified Air Pollution Control District
Current - Air Pollution Control District, County of San Luis Obispo
Years of Service at SJAPCD: 1998-2007, 2009-2011
Contact Person: Mr. Jaime Contreras
Title: Air Quality Specialist, Air Monitoring Section
Phone: 805-441-9332
Email: jacontreras@co.slo.ca.us



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Seyed Sadredin
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Air Pollution Control Officer

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Fresno, CA 93726-0244
(559) 230-6000 • FAX (559) 230-6061

Southern Region Office
34946 Flyover Court
Bakersfield, CA 93308-9725
(661) 392-5500 • FAX (661) 392-5585

DATE: May 16, 2013

TO: SJVUAPCD Governing Board

FROM: Seyed Sadredin, Executive Director/APCO
Project Coordinator: Errol Villegas

RE: **ITEM NUMBER 17: APPROVE CONTRACT WITH
ATMOSPHERIC ANALYSIS & CONSULTING, INC.
TO PROVIDE LABORATORY ANALYSIS OF
CARBONYL COMPOUNDS FOR A TOTAL OF
\$25,581**

RECOMMENDATION:

Authorize the Chair to execute a contract with Atmospheric Analysis & Consulting, Inc. to provide laboratory analyses of carbonyl samples as prescribed in the Photochemical Assessment Monitoring Station (PAMS) monitoring protocols for \$25,581.

BACKGROUND:

According to the Code of Federal Regulations (CFR) Title 40 Part 58, the United States Environmental Protection Agency (US EPA) requires an area to implement a PAMS program if it is designated as either serious, severe, or extreme nonattainment of the federal ozone standards. In order to meet this requirement, during the summer of each year, the District collects samples of ambient hydrocarbon compounds at six San Joaquin Valley air monitoring stations. This data is used in trends analysis to better understand the chemicals involved in the formation of ozone. In addition, the data is also used as inputs to the ozone model that is used for attainment plan development. The District has contracted with private laboratories in the past to provide carbonyl analyses for the PAMS season.

DISCUSSION:

On March 27, 2013 the District released a Request for Quotation (RFQ) seeking consulting laboratories to conduct carbonyl (DNPH aldehyde cartridges) analyses for the District’s 2013 PAMS season, with the possibility of extending the contract for the 2014 PAMS season. The RFQ requirements included recent experience in analyzing samples for a PAMS program, and other qualifying requirements. As a result, five (5) laboratories responded to the RFQ (in alphabetical order): Atmospheric Analysis & Consulting, Inc. (AAC); Columbia Analytical Services (ALS); Eastern Research Group, Inc. (ERG); Environmental Analytical Service, Inc. (EAS); and Golden Specialty Inc. (GSI). The total cost estimates to complete the carbonyl analysis project (includes new cartridges, replacement denuder tubes, missing samples, and cost to report invalid/missing samples) are shown in the table below in order of low to high bid.

Laboratory	Estimated Carbonyl Total Project Cost (analysis, cartridges, missing samples, denuder)
AAC	\$25,581
ALS	\$28,008
ERG	\$34,518
EAS	Did not qualify
GSI	Did not qualify

Based on the submitted proposals, EAS did not qualify due to the lack of recent PAMS program experience, and GSI did not qualify based on the incomplete submittal of required information identified in the RFQ. Neither EAS nor GSI would have been the low bidder if their proposals qualified for review. Of the qualifying proposals, AAC provided the lowest cost quotation, and staff therefore recommends that Atmospheric Analysis & Consulting, Inc. be selected to conduct non-methane organic compound analyses for the 2013 PAMS season. Under this contract, AAC will provide laboratory analyses for up to 342 carbonyl samples for a total cost not to exceed \$25,581 (\$68 per sample analyzed, and 10% contingency for unanticipated expenses).

FISCAL IMPACT:

Atmospheric Analysis & Consulting, Inc. will provide services as required by this contract for a total cost not to exceed \$25,581. Sufficient appropriations for this contract have been included in the District’s 2013-2014 Budget. The term of the contract will be for one year (June 1, 2013 – May 31, 2014). The District receives grant funding from US EPA for the express purpose of carrying out the PAMS program.

Attachments:

Contract with AAC for Carbonyl Analysis with two exhibits (45 pages)

San Joaquin Valley Unified Air Pollution Control District
Meeting of the Governing Board
May 16, 2013

**APPROVE CONTRACT WITH ATMOSPHERIC ANALYSIS & CONSULTING, INC. TO
PROVIDE LABORATORY ANALYSIS OF CARBONYL COMPOUNDS FOR A TOTAL OF
\$25,581**

Attachment A:

**Contract with AAC for Carbonyl Analysis with two exhibits
45 PAGES**

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**AGREEMENT
BETWEEN
SAN JOAQUIN VALLEY UNIFIED AIR POLLUTION CONTROL DISTRICT
AND
ATMOSPHERIC ANALYSIS & CONSULTING INC.
FOR CARBONYL ANALYSIS**

This Agreement is made and entered into this 16 day of May 2013, by and between the SAN JOAQUIN VALLEY UNIFIED AIR POLLUTION CONTROL DISTRICT, a unified air pollution control DISTRICT formed pursuant to California Health and Safety Code section 40150 et seq. (DISTRICT), and ATMOSPHERIC ANALYSIS & CONSULTING INC. (CONSULTANT).

WITNESSETH:

WHEREAS, the San Joaquin Valley Air Basin (SJVAB) is classified as nonattainment of federal ozone standards;

WHEREAS, Title 40, part 58 of the Code of Federal Regulations (CFR) requires the implementation of Photochemical Assessment Monitoring Stations (PAMS) in areas designated as serious, severe, or extreme nonattainment of the federal ozone standards;

WHEREAS, the San Joaquin Unified Air Pollution Control District is responsible for the 2013 PAMS program in the SJVAB;

WHEREAS, the DISTRICT wishes to continue carbonyl sampling and analysis as part of the DISTRICT's 2013 PAMS program;

WHEREAS, the DISTRICT received funds from the United States Environmental Protection Agency (U.S. EPA) to partially offset the cost of carbonyl

1 sampling and analysis; and

2 **WHEREAS**, CONSULTANT represents that it is qualified, willing, and
3 able to provide the foregoing analysis required by the DISTRICT.

4 **NOW, THEREFORE**, based on their mutual promises, covenants, and
5 conditions, the parties hereby agree as follows:

6 **1. EMPLOYMENT OF CONSULTANT**

7 DISTRICT shall employ CONSULTANT to provide, to the reasonable
8 satisfaction of the DISTRICT, those expert consulting services requested to be
9 performed in Section 2 of this Agreement.

10 CONSULTANT may retain such subconsultants and/or subcontractors
11 as the CONSULTANT deems necessary to assist CONSULTANT in completing the
12 work under this Agreement. Such subconsultants and subcontractors, if any, shall be
13 expressly approved in writing by the DISTRICT before they are retained to perform
14 work under this Agreement. The CONSULTANT's use of any such subconsultants or
15 subcontractors shall not, in any way whatsoever, relieve the CONSULTANT of its
16 obligations under this Agreement, or increase the maximum compensation due
17 CONSULTANT under Section 6 of this Agreement. It is understood that
18 CONSULTANT shall be DISTRICT's sole point of contact in performance of the
19 services covered by this Agreement.

20 Subject to any express limitations established by the DISTRICT as to
21 the degree of care and amount of time and expense to be incurred and any other
22 limitations expressly contained in this Agreement, CONSULTANT shall perform the
23 services under this Agreement with that level of due care and skill ordinarily exercised
24 by other qualified professional CONSULTANTS in the field of CONSULTANT's
25 expertise under similar circumstances at the time the services are being performed.

26 **2. PROJECT**

27 CONSULTANT shall perform all activities and work necessary to provide
28 analysis of dinitrophenylhydrazene (DNPH)-loaded carbonyl cartridges as set forth in

1 the Request for Quotation (RFQ) attached hereto and incorporated herein as Exhibit
2 1, and CONSULTANT's Proposal attached hereto and incorporated herein as Exhibit
3 2. The CONSULTANT will work with DISTRICT staff to analyze CONSULTANT's
4 DNPH-loaded carbonyl cartridges for the purpose of monitoring ambient
5 concentrations of carbonyls as listed in the RFQ and the submitted Proposal.
6 CONSULTANT will provide DISTRICT the analysis data and required reports as
7 specified in the RFQ. CONSULTANT agrees to furnish labor, materials, equipment,
8 licenses, permits, fees, and other incidentals necessary to perform and complete, per
9 schedule, in a professional manner, the services described herein. CONSULTANT
10 represents that CONSULTANT has the expertise necessary and equipment to
11 adequately perform the work outlined in the RFQ and the Proposal.

12 In the event of any conflict between or among the terms and conditions
13 of this Agreement, the exhibits incorporated herein, and the documents referred to
14 and incorporated herein, such conflict shall be resolved by giving precedence in the
15 following order of priority:

- 16 1. To the text of this Agreement,
- 17 2. To the RFQ (Exhibit 1),
- 18 3. To the Proposal (Exhibit 2).

19 CONSULTANT shall provide its services through employees supervised
20 by Sucha S. Parmar, Ph.D., President/Technical Director.

21 **3. NO THIRD-PARTY BENEFICIARIES**

22 Notwithstanding anything else stated to the contrary herein, it is
23 understood that CONSULTANT's services and activities under this Agreement are
24 being rendered only for the benefit of DISTRICT, and no other person, firm,
25 corporation, or entity shall be deemed an intended third-party beneficiary of this
26 Agreement.

27 **4. TERM**

28 This Agreement shall become effective upon execution by the parties

1 and shall continue until terminated as provided herein. In no event shall the term of
2 this Agreement extend past May 31, 2014 without the express, written consent of the
3 parties hereto.

4 CONSULTANT shall commence performance of work and produce all
5 work products in accordance with the schedule of deliverables set forth in the RFQ
6 and Proposal of this Agreement, which are attached hereto and incorporated herein,
7 unless this Agreement is terminated sooner as provided for elsewhere in this
8 Agreement or extended by a written amendment, executed in the same for as this
9 Agreement.

10 At the discretion of DISTRICT, this Agreement may also be renewed for
11 the 2014 PAMS Season upon the written mutual agreement between CONSULTANT
12 and DISTRICT given that:

- 13 1. CONSULTANT's performance during the 2013 PAMS
14 Season has met or exceeded DISTRICT standards; and
- 15 2. CONSULTANT and DISTRICT agree to a Proposal and
16 budget for the 2014 PAMS Season that reflects any new
17 requirements established for the analysis and reporting of
18 PAMS data. Budget may also be reasonably adjusted for
19 current hourly charges and analysis costs; and
- 20 3. DISTRICT receives sufficient appropriations for the 2014
21 PAMS Season to continue this agreement.

22 The DISTRICT reserves the right to place the 2014 PAMS Season
23 project through a competitive bidding RFQ process.

24 **5. TERMINATION**

25 A. **Breach of Agreement:** DISTRICT may immediately suspend or
26 terminate this Agreement, in whole or in part, where in the determination of DISTRICT
27 there is:

- 28 1. An illegal or improper use of funds;

- 1 2. A failure to comply with any term of this Agreement;
- 2 3. A substantially incorrect or incomplete report submitted to
- 3 DISTRICT; or
- 4 4. Improperly performed services.

5 In no event shall any payment by DISTRICT constitute a waiver by
6 DISTRICT of any breach of this Agreement or any default, which may then exist on
7 the part of CONSULTANT. Neither shall such payment impair or prejudice any
8 remedy available to DISTRICT with respect to the breach or default. DISTRICT shall
9 have the right to demand of CONSULTANT the repayment to DISTRICT of any funds
10 disbursed to CONSULTANT under this Agreement which in the judgment of
11 DISTRICT were not expended in accordance with the terms of this Agreement.
12 CONSULTANT shall promptly refund any such funds upon demand.

13 In addition to immediate suspension or termination, DISTRICT may
14 impose any other remedies available at law, in equity, or otherwise specified in this
15 Agreement.

16 B. **Without Cause:** Either party may terminate this Agreement at any
17 time upon giving the other party at least thirty (30) days' advance written notice of
18 intention to terminate. In such case, CONSULTANT shall, subject to Section 6, be
19 paid the reasonable value of all services satisfactorily rendered and actual,
20 reasonable costs incurred up to the time of termination. Upon such termination, all
21 the work produced by CONSULTANT shall be promptly delivered to DISTRICT.

22 **6. COMPENSATION**

23 The total obligation of DISTRICT under this Agreement shall not exceed
24 Twenty-Five Thousand Five Hundred Eighty-One Dollars and Sixty Cents
25 (\$25,581.60).

26 The amount to be paid to the CONSULTANT under this Agreement
27 includes all sales and use taxes incurred pursuant to this Agreement, if any, including
28 any such taxes due on equipment purchased by the CONSULTANT. The

1 CONSULTANT shall not receive additional compensation for reimbursement of such
2 taxes and shall not decrease work to compensate therefore.

3 CONSULTANT understands and agrees that regardless of the amount
4 of work hours or other resources expended by CONSULTANT needed to perform the
5 services under this Agreement, except for Extra Services which shall be negotiated
6 separately from the services to be performed hereunder, CONSULTANT shall not be
7 entitled to any greater compensation than is already allowed for herein.

8 The CONSULTANT will submit an invoice to the District when all of the
9 samples collected in a given month have been analyzed, uploaded into EPA's AQS
10 database, and all required documentation had been given to the
11 District. There will be one invoice for the samples collected in June, one invoice for
12 the samples collected in July, and one invoice for the samples collected in August. A
13 fourth invoice will be necessary to claim a required 10% retention from each of the
14 June, July, and August invoices.

15 Each month's deliverables will be determined acceptable and payment authorized
16 when:

- 17 1. Analyses data are successfully uploaded by the CONSULTANT into
18 EPA's Air Quality System for each sampling month,
- 19 2. Data has passed EPA Quality Assurance and Quality Control Reports
20 for the sampling month,
- 21 3. All other required documents and lab reports have been received and
22 deemed acceptable by the DISTRICT for that sampling month.

23 The CONSULTANT will submit a monthly invoice of claim itemizing:

- 24 1. Analyses of samples that were collected during the month (to include
25 EPA data uploading, delivery of electronic and hard copies of EPA
26 Quality Assurance and Quality Control Reports, and delivery of all
27 other required documents and lab reports),
- 28 2. Shipping costs incurred during the month.

1 Each monthly invoice will list the invoice of claim total, invoice less 10% amount, and
2 invoice of claim for payment. The invoice less 10% amount will be retained until all
3 three month's invoices of claim for payment and all services (analyses, reports,
4 audits, performance evaluations, etc.) are successfully completed and rendered to the
5 satisfaction of the DISTRICT. When all of the above prerequisites have been
6 completed and deemed satisfactory, the DISTRICT will accept an invoice of claim for
7 payment for the 10% retained.

8 Payment shall be made to CONSULTANT by DISTRICT upon
9 submission, evaluation, and DISTRICT's satisfaction of CONSULTANT's invoice of
10 claim that shall set forth the work completed pursuant to this Agreement. DISTRICT
11 will issue payment to CONSULTANT within thirty (30) calendar days of receipt of
12 proper documentation and verification that CONSULTANT has satisfactorily
13 completed the work for which compensation is sought. The DISTRICT will pay
14 CONSULTANT for services rendered on a per cartridge basis (maximum of 342
15 cartridge samples at \$65.00 per cartridge sample, shipping billed as a line item not to
16 exceed \$3.00 per cartridge).

17 Concurrently with the submission of any claim for payment,
18 CONSULTANT shall certify (through copies of invoices issued, checks, receipts, and
19 the like) that complete payment has been made to any and all subconsultants and/or
20 subcontractors as provided.

21 **7. EXTRA SERVICES**

22 The CONSULTANT shall not undertake any extra services not
23 enumerated herein unless expressly authorized by the DISTRICT through an
24 amendment to this Agreement, which shall be executed in the same manner as this
25 Agreement.

26 **8. INDEPENDENT CONTRACTOR**

27 In performance of the work, duties, and obligations assumed by
28 CONSULTANT under this Agreement, it is mutually understood and agreed that

1 CONSULTANT, including any and all of CONSULTANT's officers, agents, and
2 employees, will at all times be acting and performing as an independent contractor
3 and shall act in an independent capacity and not as an officer, agent, servant,
4 employee, joint venturer, partner, or associate of DISTRICT. Furthermore, DISTRICT
5 shall have no right to control or supervise or direct the manner by which
6 CONSULTANT shall perform its work and function. However, DISTRICT shall retain
7 the right to administer this Agreement so as to verify that CONSULTANT is
8 performing its obligations in accordance with the terms and conditions thereof.
9 CONSULTANT and DISTRICT shall comply with all applicable provisions of law and
10 the rules and regulations, if any, of governmental authorities having jurisdiction over
11 matters the subject thereof.

12 Because of its status as an independent contractor, CONSULTANT
13 shall have absolutely no right to employment rights and benefits available to
14 DISTRICT employees. CONSULTANT shall be solely liable and responsible for
15 providing to, or on behalf of, itself all legally required employee benefits. In addition,
16 CONSULTANT shall be solely responsible and save DISTRICT harmless from all
17 matters relating to payment of CONSULTANT's employees, including compliance with
18 social security, withholding, and all other regulations governing such matters. It is
19 acknowledged that during the term of this Agreement, CONSULTANT may be
20 providing services to others unrelated to DISTRICT or to this Agreement.

21 **9. MODIFICATION**

22 Any matters of this Agreement may be modified from time to time by the
23 written consent of all the parties without in any way affecting the remainder.

24 **10. NON-ASSIGNMENT**

25 Neither party shall assign, transfer, or subcontract this Agreement, nor
26 their rights or duties under this Agreement, without the prior express, written consent
27 of the other party.

28 \\\

1 **11. INDEMNIFICATION**

2 CONSULTANT agrees to indemnify, save, hold harmless, and at
3 DISTRICT's request, defend DISTRICT, its boards, committees, representatives,
4 officers, agents, and employees from and against any and all costs and expenses
5 (including reasonable attorneys' fees and litigation costs), damages, liabilities, claims,
6 and losses (whether in contract, tort, or strict liability, including, but not limited to,
7 personal injury, death, and property damage) occurring or resulting to DISTRICT
8 which arises from any negligent or wrongful acts or omissions of CONSULTANT, its
9 officers, agents, subcontractors, or employees in their performance of this Agreement.

10 **12. INSURANCE**

11 A. Without limiting District's right to obtain indemnification from
12 CONTRACTOR or any third parties, CONTRACTOR, at its sole expense, shall
13 maintain in full force and effect the following insurance policies throughout the term of
14 this Agreement:

- 15 1. Commercial general liability insurance with minimum limits of
16 coverage in the amount of One Million Dollars (\$1,000,000) per
17 occurrence; and
18 2. Workers' compensation insurance in accordance with California
19 law.

20 B. Such insurance policies shall name District, its officers, agents,
21 employees, individually and collectively, as additional insured (except workers'
22 compensation insurance), but only insofar as the operations under this Agreement are
23 concerned. Such coverage for additional insured shall apply as primary insurance,
24 and any other insurance maintained by District, its officers, agents, and employees,
25 shall be excess only and not contributing with insurance provided under Contractor's
26 policies herein. This insurance shall not be canceled or changed without a minimum
27 of thirty (30) days' advance, written notice given to District.

28 C. Prior to the commencement of performing its obligations under

1 this Agreement, CONTRACTOR shall provide certifications of insurance on the
2 foregoing policies, as required herein, to District, stating that such insurance
3 coverages have been obtained and are in full force; that District, its officers, agents,
4 and employees will not be responsible for any premiums on the policies; that such
5 insurance names District, its officers, agents, and employees, individually and
6 collectively, as additional insured (except workers' compensation insurance), but only
7 insofar as the operations under this Agreement are concerned; that such coverage for
8 additional insured shall apply as primary insurance and any other insurance
9 maintained by District, its officers, agents, and employees, shall be excess only and
10 not contributing with insurance provided under CONTRACTOR's policies herein. This
11 insurance shall not be canceled or changed without a minimum of thirty (30) days'
12 advance, written notice given to District.

13 D. In the event that CONTRACTOR fails to keep in effect at all times
14 insurance coverage as herein provide, District may, in addition to other remedies it
15 may have, suspend or terminate this Agreement upon the occurrence of such event.

16 **13. AUDITS AND INSPECTIONS**

17 CONSULTANT shall, at any time during regular business hours, and as
18 often as DISTRICT may deem necessary, make available to DISTRICT for
19 examination all of its records and data with respect to the matters covered in this
20 Agreement. CONSULTANT shall, and upon request by DISTRICT, permit DISTRICT
21 to audit the laboratory facility and inspect all of such records and data necessary to
22 ensure CONSULTANT's compliance with the terms of this Agreement.

23 CONSULTANT shall retain all records and data for activities performed
24 under this Agreement for at least three (3) years from the date of final payment under
25 this Agreement or until all state and federal audits are completed for that fiscal year,
26 whichever is later.

27 Because this Agreement exceeds Ten Thousand Dollars (\$10,000),
28 CONSULTANT shall be subject to the examination and audit of the auditor general for

1 a period of three (3) years after final payment under contract (Government Code §
2 10532).

3 **14. NOTICES**

4 The persons and their addresses having authority to give and receive
5 notices under this Agreement are as follows:

6	7 CONSULTANT	8 DISTRICT
9	Sucha S. Parmar, Ph.D.	Samir Sheikh
10	Atmospheric Analysis & Consulting, Inc.	SJVUAPCD
11	President/Technical Director	Director of Strategies and Incentives
12	1534 Eastman Ave., Suite A	1990 E. Gettysburg Ave.
13	Ventura, CA 93003	Fresno, CA 93726

14 Any and all notices between DISTRICT and CONSULTANT provided for
15 or permitted under this Agreement or by law shall be in writing and shall be deemed
16 duly served when personally delivered to one of the parties, or in lieu of such personal
17 service, when deposited in the United States mail, postage prepaid, addressed to
18 such party.

19 **15. POLITICAL ACTIVITY PROHIBITED**

20 None of the funds, materials, property, or services provided under this
21 Agreement shall be used for any political activity, or to further the election or defeat of
22 any candidate for public office contrary to federal or state laws, statutes, regulations,
23 rules, or guidelines.

24 **16. LOBBYING PROHIBITED**

25 None of the funds provided under this Agreement shall be used for
26 publicity, lobbying, or propaganda purposes designed to support or defeat legislation
27 before the Congress of the United States of America or the Legislature of the State of
28 California.

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1 **17. CONFLICT OF INTEREST**

2 No officer, employee, or agent of DISTRICT who exercises any function
3 or responsibility for planning and carrying out the services provided under this
4 Agreement shall have any direct or indirect personal financial interest in this
5 Agreement. CONSULTANT shall comply with all federal and state conflict of interest
6 laws, statutes, and regulations, which shall be applicable to all parties and
7 beneficiaries under this Agreement and any officer, agent, or employee of DISTRICT.

8 **18. COMPLIANCE WITH LAWS**

9 A. CONTRACTOR shall comply with all federal and state laws, statutes,
10 regulations, rules, and guidelines which apply to its performance under this
11 Agreement.

12 B. CONTRACTOR certifies by signing the signature page of this original
13 document and any amendment signature page(s) that the CONTRACTOR is not
14 presently debarred, suspended, proposed for debarment, declared ineligible,
15 voluntarily excluded from participation, or otherwise excluded from or ineligible for
16 participation under federal assistance programs. CONTRACTOR must ensure that all
17 subcontractors employed for conduct of this project certify to CONTRACTOR
18 compliance with this provision of law.

19 C. CONTRACTOR agrees that it will not discriminate against any
20 employee or applicant for employment because of race, color, creed, sex, disability,
21 age, or national origin. CONTRACTOR agrees to take affirmative action to ensure
22 that employment applicants and that employees are treated during employment
23 without regard to their race, color, creed, sex, disability, age, or national origin.
24 CONTRACTOR agrees and assures that it shall not discriminate on the basis of race,
25 color, sex, or national origin in the award and performance of any third party contract.
26 CONTRACTOR agrees to comply with all applicable provisions of other Federal laws,
27 regulations, and directives pertaining to and prohibiting discrimination that are
28 applicable, except to the extent the Federal Government determines otherwise in

1 writing.

2 D. To the extent authorized by Federal law, CONTRACTOR agrees to
3 facilitate participation by Disadvantaged Business Enterprises (DBEs) in the Project
4 and assures that any third party contractor of the Project will facilitate participation by
5 DBEs in the Project to the extent applicable

6 E. CONTRACTOR acknowledges that the provisions of the Program
7 Fraud Civil Remedies Act of 1986, as amended, 31 U.S.C. § 3801 et seq and U.S.
8 DOT regulations, "Program Fraud Civil Remedies," 49 C.F.R. Part 31, apply to its
9 actions pertaining to this Project. Contractor certifies or affirms the truthfulness and
10 accuracy of any statement it has made, it makes, it may make, or causes to be made,
11 pertaining to the underlying contract or the EPA assisted project for which this
12 contract work is being performed.

13 F. CONTRACTOR also acknowledges that if it makes, or causes to be
14 made, a false, fictitious, or fraudulent claim, statement, submission, or certification to
15 the Federal Government under a contract connected with a project that is financed in
16 whole or in part with Federal assistance originally awarded by EPA under the authority
17 of 49 U.S.C. § 5307, the Government reserves the right to impose the penalties of 18
18 U.S.C. § 1001 and 49 U.S.C. § 5307(n)(1) on the CONTRACTOR, to the extent the
19 Federal Government deems appropriate.

20 G. The CONTRACTOR agrees to comply with mandatory standards and
21 policies relating to energy efficiency which are contained in the state energy
22 conservation plan issued in compliance with the Energy Policy and Conservation Act.

23 **19. GOVERNING LAW**

24 This Agreement shall be governed in all respects by the laws of the
25 State of California. Venue for any action arising out of this Agreement shall only be in
26 Fresno County, California.

27 **20. BINDING ON SUCCESSORS**

28 This Agreement, including all covenants and conditions contained

1 herein, shall be binding upon and inure to the benefit of the parties, including their
2 respective successors-in-interest, assigns, and legal representatives.

3 **21. TIME IS OF THE ESSENCE**

4 It is understood that for CONSULTANT's performance under this
5 Agreement, time is of the essence. The parties reasonably anticipate that
6 CONSULTANT will, to the reasonable satisfaction of DISTRICT, complete all activities
7 provided herein within the time schedule outlined in the attachments to this
8 Agreement with the expectation of completion of this project by November 30, 2013,
9 provided that CONSULTANT is not caused unreasonable delay in such performance.

10 **22. DATA OWNERSHIP**

11 Upon termination or expiration of this Agreement, all data which is
12 developed by CONSULTANT under this Agreement shall become the exclusive
13 property of DISTRICT, provided, however, CONSULTANT shall be allowed to retain a
14 copy of any non-confidential data received, collected, produced, or developed by
15 CONSULTANT under this Agreement subject to DISTRICT's exclusive ownership
16 rights stated herein. Accordingly, CONSULTANT shall, if requested, surrender to
17 DISTRICT all such data that is in its possession (including its subcontractors or
18 agents), without any reservation of right or title, not otherwise enumerated herein.

19 **23. SEVERABILITY**

20 In the event that any one or more of the provisions contained in this
21 Agreement shall for any reason be held to be unenforceable in any respect by a court
22 of competent jurisdiction, such holding shall not affect any other provisions of this
23 Agreement, and the Agreement shall then be construed as if such unenforceable
24 provisions are not a part hereof.

25 **24. ENTIRE AGREEMENT**

26 This Agreement constitutes the entire agreement between
27 CONSULTANT and DISTRICT with respect to the subject matter hereof and
28 supersedes all previous negotiations, proposals, commitments, writings,

1 advertisements, publications, and understandings of any nature whatsoever unless
2 expressly included in this Agreement.

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IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed as of the day and year first hereinabove written.

CONSULTANT
Atmospheric Analysis and Consulting Inc.

DISTRICT
San Joaquin Valley Unified Air Pollution Control District

By _____
Sucha S. Parmar, Ph.D.
President/Technical Director

By _____
Skip Barwick, Chair
Governing Board

Tax I.D. No.

Recommended for approval:
San Joaquin Valley Unified Air Pollution Control District

Seyed Sadredin
Executive Director/APCO

Approved as to legal form:
San Joaquin Valley Unified Air Pollution Control District

Catherine Redmond
District Counsel

Approved as to accounting form:
San Joaquin Valley Unified Air Pollution Control District

Cindi Hamm
Director of Administrative Services

For accounting use only:
Program: _____
Account No.: _____

San Joaquin Valley Unified Air Pollution Control District
Meeting of the Governing Board
May 16, 2013

**APPROVE CONTRACT WITH ATMOSPHERIC ANALYSIS &
CONSULTING, INC. TO PROVIDE LABORATORY ANALYSIS OF CARBONYL COMPOUNDS
FOR A TOTAL OF \$25,581**

Exhibit 1

REQUEST FOR QUOTATION

March 27, 2013

PROJECT: Analysis of DNPH Aldehyde Cartridges

QUOTES DUE BY: 5:00 PM on Wednesday, April 10, 2013

OVERVIEW

The San Joaquin Valley Unified Air Pollution Control District (District) participates in the United States Environmental Protection Agency (USEPA) Enhanced Photochemical Assessment Monitoring Station (PAMS) monitoring program. It is the District's responsibility to collect the air samples, and to solicit laboratories that will analyze and upload to EPA's Air Quality System (AQS). Part of this program involves sampling for aldehydes using Dinitrophenylhydrazene (DNPH) loaded cartridges adhering to the 1998 USEPA PAMS Technical Assistance Document (TAD) (Attachment A).

The District is issuing this Request for Quotation (RFQ) in order to retain a qualified contractor who will analyze cartridges collected in 2013. This contract is for the 2013 PAMS season only, providing funding is appropriated in the District's 2013 - 2014 budget. The District has the discretion to renew this contract for the 2014 season if the following conditions are met:

- The District's 2014 - 2015 budget allows for the funding allocation for the 2014 PAMS season
- All requirements and responsibilities were met to the District's satisfaction in 2013
- The collection and reporting of the data as stated below in '**Data Requirements**' were on time and met to the District's satisfaction in 2013
- The District has a good working relationship with the contractor

To be considered for this project, contractors must meet the minimum eligibility requirements, and submit cost-effective proposals that satisfy this RFQ's quotation requirements. The District will pay on a per cartridge basis. Payments will be made subsequent to proper verification of completed monthly data submission to EPA AQS and District evaluation of EPA Quality Control Reports, confirming that the work was completely and satisfactorily carried out.

Because District funding for the project may include federal funds:

San Joaquin Valley Unified Air Pollution Control District

- The contractor shall comply with all federal and state laws, statues, regulations, rules, and guidelines which apply to its performance under this agreement.
- The contractor shall comply with all federal and state conflict of interest laws, statutes, and regulations, which shall be applicable to all parties and beneficiaries under this Agreement and any officer, agent, or employee of District.
- The contractor must not presently be debarred, suspended, proposed for debarment, declared ineligible, voluntarily excluded from participation or otherwise excluded from or ineligible for participation under federal assistance programs. Contractor must ensure that all subcontractors employed for conduct of this project also certify compliance with this provision of law to the contractor.
- The contractor or any individual identified in the proposal that appears in the Excluded Parties List System (EPLS) is not eligible for award of a contract. The EPLS is a central registry that contains information regarding entities debarred, suspended, proposed for debarment, excluded, or otherwise declared ineligible from receiving Federal contracts. Access to the EPLS is available at www.epls.gov.
- The contractor certifies by signing the signature page of the original copy of the submitted proposal and any amendment signature page(s) that the proposer is not presently debarred, suspended, proposed for debarment, declared ineligible, voluntarily excluded from participation, or otherwise excluded from or ineligible for participation under federal assistance programs.

The contractor will provide certification that commercial general liability insurance coverage (\$1,000,000 per occurrence) for bodily or personal injuries or for property damage as well as Workers Compensation Insurance as in accordance with the California Labor Code are obtained and are in full force.

The District reserves the right to reject any and all quotations, and to make no awards.

SUBMITTAL INSTRUCTIONS

A contractor who submits a quotation in response to this RFQ must adhere to the following instructions:

San Joaquin Valley Unified Air Pollution Control District

1. The deadline for submitting quotations is 5:00 PM on Wednesday, April 10, 2013. Quotations received after this time and date will not be accepted.
2. Quotations are to be mailed to the following address:

San Joaquin Valley Unified Air Pollution Control District
Attn: Peter Biscay
Air Quality Specialist
1990 E. Gettysburg Avenue
Fresno, CA 93726-0244
3. The envelope should be marked with title "Quotation for Analysis of DNPH Aldehyde Cartridges."
4. Include five (5) hard copies and one (1) electronic copy of the quotation.

MINIMUM ELIGIBILITY REQUIREMENTS

Contractors must meet the following minimum eligibility requirements:

1. Successful completion of similar PAMS analyses for a government agency within the last 5 years. For the purpose of this RFQ, "similar" means PAMS analyses that closely resemble the analyses to be performed under this RFQ, including required compounds, test methods, numbers of samples, and other relevant details.
2. Possess demonstrated ability to create and upload AQS data files.

QUOTATION REQUIREMENTS

At a minimum, submitted quotations are to:

1. Not exceed 24 pages in length (including cover letter and reference material).
2. Describe previous experience in the documentation and analysis of PAMS DNPH Aldehyde Cartridges (references are required).
3. Provide qualifications of contractor staff who will be assigned to this project, and describe the role of each assigned staff member to be used in the project.
4. Describe the process that the contractor will use in the analyses of the samples.

San Joaquin Valley Unified Air Pollution Control District

5. Describe previous experience in the usage of the EPA AQS pipe delimited flat file transaction format and uploading data directly into EPA's Air Quality System, including a report example in a 'Reported Data' and 'Reported Blanks' format.
6. Describe previous experience with the 1998 USEPA PAMS TAD for DNPH Aldehyde Cartridges.
7. Describe previous experience with PAMS for analysis of acetaldehyde, acetone, and formaldehyde.
8. Include a price quote for the analysis of an Audit Sample or Performance Evaluation that the District may request.
9. Provide the cost for 4 new glass tube ozone scrubbers and their preparation and maintenance.
10. Include a price quote for each of the following items on a per cartridge basis:
 - a. The cost of analysis of the cartridges (to include creation of the AQS transaction file using AQS' pipe delimited flat file transaction format);
 - b. The preparation and certification of sample cartridges; and
 - c. Documentation of invalid samples and missing sample runs.
11. Include a separate price quote for shipping costs on a per cartridge and total cost basis.
12. Include a separate price quote for the uploading of all data into AQS using the AQS pipe delimited flat file transaction format.

GENERAL PROJECT GUIDELINES

The following is a description of the general project guidelines, requirements, and responsibilities that both the District and contractor will hold during the life of the project:

1. At any time the District may require that the contractor successfully complete an analysis of an Audit Sample or Performance Evaluation in order for the District to evaluate the performance of the lab.
2. The contractor will supply the cartridges necessary for any Audit Sample or Performance Evaluation.
3. In 2013, there will be approximately **342** samples sent to the contractor for analysis, depending on the number of samples collected. PAMS sampling will be conducted during the months of June, July and August of 2013.

San Joaquin Valley Unified Air Pollution Control District

4. The contractor shall perform DNPH Aldehyde cartridge analyses using the 1998 USEPA PAMS TAD (the District will not allow for a different collection or sampling device other than what is currently in use).
5. There are three (3) required compounds: acetaldehyde, acetone, and formaldehyde. No other compounds are requested or desired.
6. The contractor will supply **new** cartridges with DNPH loaded on a silica gel substrate. The contractor will ship all 342 cartridges to the District as soon as possible after the signing of the contract. The contractor will contact and coordinate with the District with regards to shipping locations and addresses (Fresno and Bakersfield). The contractor is responsible for all recording keeping and costs regarding shipping the cartridges to the two locations, recording the number of cartridges sent, the manufacturer's cartridge lot number being sent to each location, and the shipment's date. The contractor is responsible for all record keeping and shipping costs of other materials being sent to the District and/or the audit laboratory for this project.
7. If warranted, the contractor shall provide to the District specific instructions detailing the specific procedures for handling the cartridges. If the contractor prefers that the collected samples be returned to them using a specific kind of container and/or cooling material, other than what the District proposes to use, then the contractor must supply these materials to the District as part of the contract. The containers/shipping materials must meet all of Department of Transportation and Federal Aviation Administration requirements for safe handling and transport provided by shipping companies like UPS or FedEx. If the contractor desires the District to use a particular written form for tracking the exposed sample (i.e. a chain of custody (COC) form other than the form the District provides), the contractor will supply a sufficient quantity of these forms for use by District staff.
8. The contractor is responsible for all record keeping and shipping costs of the cartridges and other materials being sent to the District and/or the audit laboratory for this project. The District is responsible for recording keeping and shipping costs to return exposed cartridges to the contractor.
9. Once the District has concluded that the monthly deliverables are acceptable (passage of EPA Quality Control Reports) the contractor may submit a monthly billing based upon the site, date, and time of sample collection and the number of samples for that month (June, July, and August). The billing will not be based on the date on the Chain of Custody, date cartridges were received at the laboratory, or date of the laboratory's internal tracking system. Each monthly billing will list the gross amount but will invoice at 90% as 10% will be retained until all three month's billings and all services (analyses, reports, audits, performance evaluations, etc.) are successfully completed and rendered to the satisfaction of the District. When all of the above prerequisites have been

San Joaquin Valley Unified Air Pollution Control District

completed and deemed satisfactory, the District will accept an invoice for the retained amount and the final payment will be dispensed.

10. The contractor shall retain and archive a copy of all paper and electronic records of this project for a minimum of three (3) years. The archived records will include any documentation pertaining to the analysis and reduction of raw and processed data, including calibrations, samples and run sequences. In the case where there is a need of clarification or investigation of the reported data, the contractor will provide any and all necessary information as requested so that the entire analysis can be reconstructed.
11. The contractor will be available by phone to discuss issues related to this project on the same business day that the District places the call with the contractor. The contractor shall notify the District immediately upon the discovery of any irregularities during the course of the project.
12. It is understood by the Contractor that time is of the essence in the performance of this project.
13. The contractor is to have general liability insurance for at least One Million Dollars (\$1,000,000.00) for bodily or personal injuries or for property damage as well as Workers Compensation Insurance in accordance with the California Labor Code.
14. Contractor shall comply with all federal and state conflict of interest laws, statutes, and regulations, which shall be applicable to all parties and beneficiaries under this Agreement and any officer, agent, or employee of District.
15. Since this Agreement will exceed Ten Thousand Dollars (\$10,000), the contractor will be subject to examination and audit of the auditor general for a period of three (3) years after final payment under contract.

QUALITY CONTROL REQUIREMENTS

The following procedures will be employed to ensure the quality of the project and the resulting data:

1. The contractor will ensure that upon receipt of the cartridges for analysis, they will be immediately placed in a refrigerated and isolated environment of 4 degrees Celsius or less to prevent degradation of the samples with the time between sampling and extraction not exceeding 2 weeks. The contractor will also ensure the samples will be promptly analyzed for the same reason.

San Joaquin Valley Unified Air Pollution Control District

2. The contractor shall provide the District “gold ring” cartridges **only**. The District will reject any cartridges not of this kind.
3. Only **new** Waters-brand cartridges (Sep-Pak DNPH-Silica Short Body Cartridges, part number WAT037500) are to be supplied by the contractor, and proof of the shelf life must be submitted to the District with the shipment. The District will not accept used/reconditioned cartridges. Cartridges must be in their sealed pouches, kept unexposed to sunlight, be no more than one (1) month old, and be maintained under a monitored temperature of 4 degrees Celsius or less. Shipped cartridges must be provided with enough ice for the shipment to arrive at the District with the cartridges still under the cover of ice. The District will not accept cartridge shipments that do not arrive under iced conditions.
4. For each manufacturer’s lot of cartridges, at least one (1) cartridge per lot is to be analyzed for purity by the contractor prior to shipment. A copy of this analysis is to be forwarded to the District by including the report with the shipment of cartridges.
5. The contractor will supply the District with an adequate quantity of denuder ozone scrubbers for four (4) Xontech Model 925 carbonyl samplers. It will be the contractor’s responsibility to purchase, service, and coat the interior of the denuder ozone scrubbers. The denuder ozone scrubbers are required to arrive at the District intact and unbroken. Should the denuder ozone scrubber arrive broken, it is the responsibility of the contractor to replace it at their expense. Denuder ozone scrubbers must adhere to the 1998 USEPA PAMS TAD. The denuder ozone scrubber construction material must be glass or copper tubing, and be treated as required in the 1998 USEPA PAMS TAD.
6. The contractor will provide written documentation indicating the methodology used for analytical instrument calibration, analysis and quality control / assurance. Copies of all related paperwork used to conduct data analysis such as chromatograms; instrument calibrations, etc. shall be supplied to the District as a hard copy and in electronic PDF
7. At no additional cost, the contractor will analyze for quality control purposes any audit cartridge(s) sent to the contractor by a CARB, USEPA and/or EPA approved National Air Toxics Trend Stations (NATTS) Laboratory designated by the District. Contractor shall provide copies of these audit results to the District. The results shall include all pertinent information regarding calibration reports and standard certificates.
8. It is at the District’s discretion to send duplicate samples for audit purposes.
9. The contractor will analyze contents of only the valid samples as identified in District chain of custody (COC) forms. The contractor will not analyze contents of invalid samples. The contractor will appropriately document missing samples.

DATA REQUIREMENTS

The following is a list of requirements for the collection and reporting of the data involved in this project:

1. The contractor will only report data for acetaldehyde, acetone, and formaldehyde. No other compounds are requested or desired.
2. The laboratory will report data as 'Reported Data' and 'Reported Blank' data in the AQS pipe delimited flat file transaction formats.
3. Laboratory equipment must be capable of detecting and measuring levels of VOCs as low as one (1) Parts Per Billion carbon (PPBc) but reporting all detection levels.
4. Reported data is to meet Level IV criteria according to EPA guidelines for PAMS documentation (Laboratory Documentation Requirements For Data Validation, Document Control Number 9QA-07-89, January 1990).
5. Data is to be reported to the District in both Parts Per Billion carbon (PPBc) and Parts Per Billion volume (PPBv).
6. The data formatted and uploaded to the AQS database is to utilize PPBc.
7. All measured values are to be reported. Any data below the Practical Quantification Limit (PQL) will be reported and flagged with "LJ". All non-detectable data will be reported as zero and flagged with "ND". Other Qualifier Codes can be used if necessary.
8. The contractor will submit monthly reports summarizing the analyzed data during the course of the project.
9. The contractor's monthly data files and reports will provide the resulting data in 3 forms:
 - a. Electronic file format (DVD, Flash Drive, Compact Disc, etc.) individually labeled per site and per month; identifying the station name, station AIRS code, sample date, and sample collection time.
 - b. Hard copy printouts in appropriately sized binders tab separated, and labeled per site and per month. Each report must identify the station name, station AIRS code, sample date, and sample collection time.
 - c. EPA Quality Control Reports: 'Load Report', 'Statistical Evaluation and Critical Review Report' and the 'Raw Data Inventory Report'.
10. All laboratory activities and completed data file uploaded reports (to include passage of EPA Quality Control Reports) are to be submitted to the District and AQS by **no later than November 30, 2013.**

INQUIRIES

Technical and administrative questions concerning this RFQ should be directed to Peter Biscay, Air Quality Specialist, San Joaquin Valley Unified Air Pollution Control District at peter.biscay@valleyair.org or (559) 230-6000.

San Joaquin Valley Unified Air Pollution Control District
Meeting of the Governing Board
May 16, 2013

**APPROVE CONTRACT WITH ATMOSPHERIC ANALYSIS &
CONSULTING, INC. TO PROVIDE LABORATORY ANALYSIS OF CARBONYL COMPOUNDS
FOR A TOTAL OF \$25,581**

Exhibit 2

***Technical Proposal and Quotation for the
Analysis of Carbonyls Included in the
US-EPA Enhanced PAMS Program***

***Request for Quotation dated March 27, 2013:
Analysis of DNPH Aldehyde Cartridges***

Prepared For:

San Joaquin Valley

Unified Air Pollution Control District

1990 E. Gettysburg Avenue

Fresno, CA 93726

Prepared By:

Atmospheric Analysis and Consulting, Inc.

1534 Eastman Avenue, Suite A

Ventura, CA 93003

April 9, 2013

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Provided on the accompanying CD:

1. AAC's Carbonyl Proposal in PDF format
2. Carbonyls PAMS/TO-11A SOP
3. Example Carbonyls PAMS Level IV Data Package
4. Carbonyls PAMS/TO-11A Field Data Sheet
5. ERA Carbonyls Audit PAMS 2011
6. Liability and Workers Compensation Insurance Certificates

SUMMARY

Atmospheric Analysis and Consulting, Inc. (AAC) is pleased to respond to the San Joaquin Valley Unified Air Pollution Control District's (SJVUAPCD) solicitation pertaining to air quality laboratory services dealing with sampling media preparation and analysis of ambient air samples for Carbonyl compounds included in the United States Environmental Protection Agency (US-EPA) Enhanced Photochemical Assessment Monitoring Station (PAMS) program. AAC is particularly well equipped and qualified to conduct this effort in light of our over seventeen years of experience in ambient air monitoring and analysis of speciated Carbonyls using the US-EPA PAMS Technical Assistance Document (TAD) (*US-EPA Document # EPA /600-R-98/161*) and Method TO-11A for various state and local government agencies including several long-term PAMS projects. AAC has been involved in the planning, validation and implementation of US-EPA Method TO-11A since its inception when AAC President Dr. Sucha Parmar co-authored the method. Since that time AAC has been instrumental in the testing and validation of the method especially in regards to sorbent (C18 vs. Silica Gel) comparisons and testing of ozone removal devices (AAC was the first to present data on the problem of using various copper coated tubes as ozone removal devices). AAC scientists have published and presented more than 30 research papers on carbonyl monitoring, method development, validation and interferences. AAC has been supplying Dinitrophenylhydrazine (DNPH) cartridges and carbonyl analysis for several state and local agencies as part of the PAMS program since 1993. As part of this process we have routinely participated in independent audit evaluations in which we are typically placed at the top of the list, i.e. our results typically are less than or within 5% of the stated audit value for those Carbonyls for which we are audited. As of late 2008 we have significantly lowered our Sample Reporting Limits (SRL) in conjunction with a new NELAC approved Method Detection Limit (MDL) study. Our SRL's, calculated using a typical PAMS air sampling volume, range from 0.16ppbv for Formaldehyde to as low as 0.04ppbv for m-Tolualdehyde. This allows us to significantly increase the number of detected analytes in low-level samples while maintaining the quality of the data. In addition to meeting all of the technical requirements as set forth in the Request for Quotation (RFQ) by the district, we also meet the non-technical requirements, namely that we have completed a PAMS project in the last two years and that we have not been debarred from any federal assistance programs.

AAC successfully completed the 2011 PAMS analysis season for SJVUAPCD for Carbonyls analysis. Project highlights included successfully passing the pre-season audit, a higher number of detected analytes due to our lowered SRLs, 100% completion of all sample analysis and reporting (of those samples that were sent to AAC non-voided), and improved sampling and analysis due to the replacement of the silver band cartridges with the gold band cartridges (per our suggestion). AAC successfully met and/or exceeded all of the requirements set forth in the RFQ and agreed to in the contract for the 2011 PAMS season. In addition AAC was able to provide the final data in the required Level IV formats including the required AIRS format in a timely manner.

In this proposal AAC offers to provide and analyze the DNPH cartridges used by the SJVUAPCD for ambient air measurements of Carbonyls (aldehydes and ketones) according to the US-EPA PAMS TAD and US-EPA Method TO-11A. These measurements will be made by

the district as part of the US-EPA PAMS program for 2013. For this project, AAC has assembled a highly qualified and experienced team of scientists who have extensive experience in all aspects of Carbonyl sampling and analysis following the PAMS TAD guidelines and using EPA Method TO-11A. AAC will supply and certify the Waters DNPH cartridges for field sampling, provide the KI coated glass denuders for the Xontech samplers, analyze the DNPH samples for thirteen individual Carbonyls including the four required PAMS species, coordinate with the project manager and site operator as needed, perform quality assurance, and validate and report data in the required Level IV formats including electronic data submission in the proper AIRS format. We feel that our extensive prior experience in using PAMS TAD/TO-11A methodology combined with our extensive QA/QC program makes us the most reliable laboratory for this project. We are at all times looking to improve our analytical and reporting methodologies and look forward to any suggestions that the District may have in the 2013 PAMS season if we are awarded the contract.

STATEMENT OF QUALIFICATIONS (SOQ)

AAC's Prior Experience in Carbonyl Measurements using US-EPA PAMS TAD / TO-11A

AAC has been routinely providing DNPH cartridges and analyzing Carbonyl samples for the PAMS programs of various government agencies using US-EPA PAMS TAD / TO-11A for seventeen years. Agencies we have previously and/or are currently providing Carbonyl measurements to as part of the PAMS program include the following:

- Ventura County Air Pollution Control District (VCAPCD)
AAC has been analyzing carbonyl samples collected as part of the PAMS program in Ventura County for the past 18 years (1994-2012). AAC has a long-term contract with the Ventura APCD for this project.
- Michigan Department of Environmental Quality (MDEQ)
AAC has been analyzing carbonyl samples collected as part of the Air Toxics/NATTS program since 2012. AAC is finalizing our EPA AQS registration and will begin uploading all the data for this project once completed.
- San Joaquin Valley Unified Air Pollution Control District (SJVUAPCD)
AAC conducted SJVUAPCD's PAMS program from 1997-2007, and from 2009-2011.
- PIMA County Department of Environmental Quality (Tucson, AZ)
AAC conducted PIMA DEQ's PAMS program in the Tucson area from 2000-2001.
- Arizona Department of Environmental Quality (ADEQ)
AAC conducted ADEQ's PAMS program from 1992-1995 as part of a special ozone precursors study in the Phoenix area.

- Sacramento Metropolitan Air Quality Management District (SMAQMD)
AAC has analyzed Carbonyls as part of the EPA's PAMS program over a four-year period (2002-2005) for the SMAQMD.

In addition to the PAMS programs listed above, AAC has supplied and analyzed Carbonyl samples for a large variety of state and local agencies using the same method (US-EPA Method TO-11A) for the last 18 years. A representative list includes the following governmental clients:

- South Coast Air Quality Management District (SCAQMD)
AAC is currently providing and analyzing DNPH cartridges as part of the "*Air Pollutant Measurements Aloft Study*". 2008–Present.
- Los Angeles International Airport/City of LA
AAC has recently been awarded a three-year contract to analyze ambient air samples surrounding LAX for various pollutants including Carbonyls.
- Southeast Lake Michigan Ozone Study
This project involved ambient air sampling on DNPH coated cartridges. Our laboratory analyzed these cartridges for C₁-C₇ Carbonyls according to EPA Method TO-11A.
- Bay Area Air Quality Management District Air Measurement Program
We measured C₁-C₇ aldehydes and ketones from the San Francisco Area using DNPH derivatization technique followed by HPLC-UV analysis following EPA Method TO-11A.
- Bridesburg Community Air Monitoring in Philadelphia, PA.
Ambient air monitoring was carried out in the Philadelphia area for the analysis of Carbonyls, phenols, ammonia, and inorganic and organic acids.
- The Pinetop-Lakeside Sanitary District, Arizona
AAC measured VOCs and Carbonyls from a bio-remediation project regarding petroleum contaminated soil reclamation through in-vessel composting.
- Southern California Ozone Study (SCOS - 97)
AAC was awarded a large contract for carbonyl and VOC analysis by the U.S. Navy to participate in the ambient air-monitoring program launched by the California Air Resources Board (CARB) in the summer of 1997.

AAC has also collected and analyzed carbonyl samples for a large variety of private clients using US-EPA Method TO-11A. A list of representative clients includes:

- Earth Tech, Grand Rapids, MI
AAC has been providing Air Quality Services, including TO-11A to Earth Tech for ambient, source and landfill gases for the last seven years.
- SEACOR / Northwood Pulp and Timber (Canada)

AAC measured formaldehyde in the vicinity of the Northwood Pulp Company in northern British Columbia, Canada using EPA Method TO-11A.

- Blue Sky Environmental
AAC has been analyzing ambient and near-source TO-11A samples for various projects over the period from 2003-2012.
- Ecology and Environment
AAC conducted VOC and carbonyl analysis for several Ecology and Environment monitoring programs.
- Soil Water Air Protection Enterprise (SWAPE)
AAC has analyzed TO-11A samples from various SWAPE projects from 2004 to 2012.
- Colorado Anonymous Client
As part of a large on-going field study, AAC has provided TO-11A cartridges, ozone scrubbers and sample analysis on a weekly basis from 2010 to the present. AAC also provides the sampling and calibration equipment and all documentation and instructions used in this study. This project involves measuring carbonyl compounds (along with VOCs, Methane, PAHs, and PM10) at several locations in order to evaluate the impact of oil drilling rigs on nearby residential properties.

CERTIFICATIONS & ACCREDITATIONS

NELAP Certification # E87837

Texas CEQ Certification # T104704454-09-TX

New Jersey DEP Certification # CA014

SCAQMD Certification # 03LA0606

SBA HUBZone Certification # 20603

Los Angeles MBE Certification # 9279

SDB Cert # WA00001-0012555

MWD SBE Certification #16923

AAC's Laboratory Certifications, Inter-laboratory Comparisons and Audit Results for Carbonyl Analysis

AAC is NELAC certified in the states of Florida, New Jersey, and Texas for all thirteen of the carbonyl species which we report using EPA Method TO-11A. We have a NELAC approved Laboratory Management plan as well as a QA/QC manual and all supporting information such as SOPS, demonstration of capabilities and QA results readily available.

AAC routinely participates in inter-laboratory comparisons with several government agencies including the US-EPA, CARB, and VCAPCD. We have used the results of these inter-laboratory comparisons to validate the standards that we use in US-EPA Method TO-11A.

As part of the various PAMS programs that we are involved in, we are audited every year separately for each project by an independent laboratory. We typically place at or near the top of the list for the species that we are audited for, i.e. our results are generally less than or within 5% of the stated audit value for each species. Shown below are the Audit results for SJVUAPCD's 2011 PAMS program. Our results for that year were 1.0% higher for Formaldehyde, 8.1 % lower for Acetaldehyde, and 4.9% lower for Acetone than the stated audit value. In addition to the above analytes but not noted in the report (not required analytes), we were 1% higher for Propanal, 6% higher for Pentanal, and exactly correct for Benzaldehyde.



051811E Final Complete Report

Marcus Hueppe
 Laboratory Director
 Atmospheric Analysis and Consulting Inc
 1534 Eastman Ave. Suite A
 Ventura, CA 93003
 (805) 650-1642

EPA ID:
 ERA Customer Number:

CA01474
 A481003

Anal. No.	Analyte	Units	Reported Value	Assigned Value	Acceptance Limits	Performance Evaluation	Method Description
AE Aldehydes & Ketones on Sorbent (cat# 1114) Study Dates: 05/18/11 - 05/25/11							
4300	Acetaldehyde	µg/sample	7.89	8.58	5.58 - 11.0	Acceptable	EPA TO-11A HPLC
4315	Acetone	µg/sample	6.85	7.20	4.68 - 9.22	Acceptable	EPA TO-11A HPLC
5570	Benzaldehyde	µg/sample		3.29	2.14 - 4.21	Not Reported	
4410	2-Butanone (MEK)	µg/sample		0.00		Not Reported	
4405	Butylaldehyde (butanal)	µg/sample		0.00		Not Reported	
4545	Crotonaldehyde	µg/sample		0.00		Not Reported	
6110	2,5-Dimethylbenzaldehyde	µg/sample		0.00		Not Reported	
4815	Formaldehyde	µg/sample	9.02	8.91	5.79 - 11.4	Acceptable	EPA TO-11A HPLC
4845	Hexaldehyde (hexanal)	µg/sample		0.00		Not Reported	
6330	Isovaleraldehyde	µg/sample		0.00		Not Reported	
3965	Propionaldehyde (propanal)	µg/sample		4.33	2.81 - 5.54	Not Reported	
5125	m-Tolualdehyde	µg/sample		0.00		Not Reported	
5130	o-Tolualdehyde	µg/sample		0.00		Not Reported	
5135	p-Tolualdehyde	µg/sample		0.00		Not Reported	
4040	Valeraldehyde (pentanal)	µg/sample		2.87	1.86 - 3.67	Not Reported	

PERSONNEL QUALIFICATIONS / ORGANIZATIONAL CHART

Program Management and Organization

The organizational chart shown below depicts AAC's proposed project team. The project coordinators are the focal point for all the project activities between SJVUAPCD and AAC. This section provides an overview of the primary personnel who will be involved in this project.

Executive Summary of Personnel Qualifications

- **Project Coordinator/Manager - Dr. Sucha S. Parmar**

The Project Coordinator/Manager will be Dr. Sucha S. Parmar, Technical Director and President of Atmospheric Analysis and Consulting. Prior to starting his own environmental company, Dr. Parmar was with ENSR Consulting and Engineering, where he was the Technical Director of their Air Toxics Laboratory in Camarillo, California. He has a broad background in environmental chemistry and air pollution. Dr. Parmar has more than 20 years experience in laboratory measurements and analysis of toxic air pollutants. Dr. Parmar has also developed or modified EPA/CARB analytical methodologies for the measurement of volatile, semi-volatile organics and inorganic compounds present in environmental samples. Dr. Parmar has a B.S. in Chemistry and an M.S. in Physical Chemistry. His Ph.D. is in Spectroscopy and Photochemistry. Dr. Parmar is a member of the American Chemical Society, SES and AWMA. Dr. Parmar's representative project experience included the management and technical direction of a program to measure aldehydes and organic acids in ambient air samples and the development and management of a program designed to measure peroxyacetyl nitrate (PAN), NO₂, organic acids and ozone. *Dr. Parmar has presented or published over 40 articles in premier journals and co-authored U.S. EPA Method TO-11A.*

- **Lab Director/ Secondary Project Manager - Marcus Hueppe**

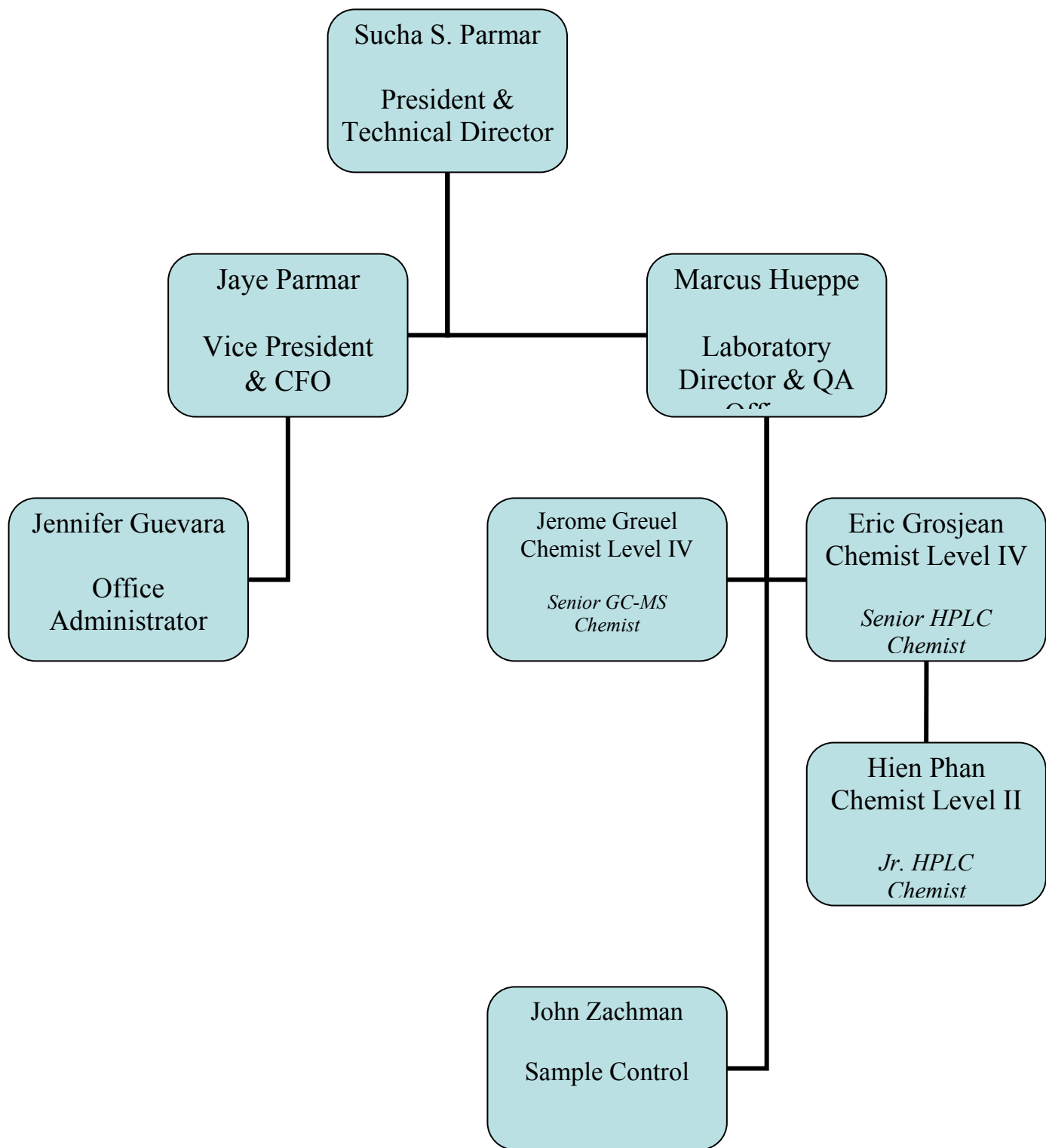
As AAC's Laboratory Director and Senior Analytical Chemist, Mr. Hueppe oversees all of the laboratory's daily operations including QA/QC and Safety programs. He has over ten years of management and environmental analysis experience and has a B.S. in Engineering, with an emphasis in biochemistry from Arizona State University. He has extensive experience in all areas of environmental chemistry as well as the governing agencies and accreditations associated with soil, water, and air analysis. In addition, he oversees and assists in all method development and research including SOP writing, revision, and method validation. Mr. Hueppe as well as Dr. Parmar co-reviews all of the data prior to submission ensuring integrity and adherence to the SOPs and laboratory protocol. Mr. Hueppe has over 10 years experience in the sampling and analysis of VOCs and Carbonyls, four of which included SJVUAPCD's PAMS programs as well as other state and federal programs.

- **Chemist Level IV - Eric Grosjean**

Eric Grosjean has a B.A. in Environmental Sciences from California State University, Northridge. Mr. Grosjean has over 20 years experience in environmental sample collection and analysis. He has been collecting carbonyl samples as part of a variety of projects including large field studies; atmospheric chemistry studies, indoor-air studies, and vehicle exhaust studies, etc since ca.1990. He has been instrumental in the development of carbonyl measurement methods including those that were developed into EPA Method TO-11A. As part of these various projects Mr. Grosjean has published over thirty peer-reviewed articles regarding various aspects of carbonyl sampling. He has personally collected and analyzed several thousands of samples using EPA Methods TO-11A and IP-6A and is highly familiar with the analysis method that will be used at AAC as part of this project. In addition, Mr. Grosjean has assembled and reviewed large databases of Carbonyl and VOC data for QA/QC purposes and also prepared the data for further analysis including reactivity and toxicity rankings. Mr. Grosjean will serve as the primary analyst for all Carbonyl measurements as part of this project. He will also compile and perform simple statistics on the data to ensure that the measurements are all in reasonable agreement with one another.

- **Chemist Level I – Hein Phan**

Mr. Phan has a B.S. degree in Pharmacology from the University of California, Santa Barbara. Mr. Phan has extensive research experience with biofuels, plant pathology, and battery formulations. He has worked with HPLC with UV-VIS detectors and has been trained to operate the HPLCs and analyze Carbonyl samples. He has spent essentially all of his time here as a HPLC chemist, preparing and analyzing samples using various DNPH methods including CARB 430, EPA 0011, and EPA TO-11A. He analyzed several hundred EPA TO-11A samples from various state and local agency programs this past year. Mr. Phan will serve as the backup chemist for all Carbonyl measurements and will also peer review all of the data. He has been with AAC for one year.



SCOPE OF WORK

We agree to all of the conditions as specified in the RFQ. Specifically, we commit to the following:

- Supplying denuders for four (4) Xontech Model 925 Carbonyl samplers. We will follow the US-EPA PAMS TAD procedures and provide four (4) KI coated glass denuders plus one spare for a total of five (5).
- Supplying **new** Waters brand “**gold ring**” Silica Gel DNPH cartridges that are no more than six months old (proof to be provided with each shipment) and stored at less than 4°C (monitored and recorded daily in our refrigerator/freezer log).
- Analyzing at least one (1) cartridge from each batch as a blank and providing that data to the District along with each batch of cartridges.
- Supplying the cartridges necessary for the pre and post PAMS season audits to the District approved laboratory.
- Analyzing and reporting the pre-PAMS season audit sample data. Analyzing at no additional cost all audit samples provided by the District designated Laboratory and providing the results of that analysis along with all supporting material to the District.
- Ensuring that upon receipt the samples are immediately placed in a refrigerator (separated from the unused cartridges) maintained at less than 4°C and also extracting the samples within five (5) days and analyzing them within ten (10) days as per the holding times specified in the US-EPA PAMS TAD.
- Ensuring that all field logs are properly filled out and that there are no discrepancies between the samples and the sample field logs. Resolving any discrepancies by communicating with the field operators or supervisors.
- Analyzing approximately 342 samples collected during the months of June, July and August, 2013 following the US-EPA PAMS TAD for the following three compounds: Formaldehyde, Acetaldehyde, Acetone.
- Ensuring that we can detect and measure levels as low as one (1) ppbC for all analytes.

In addition, we commit to the following Communication, Data and Shipping Requirements:

- We will be responsible for all shipping costs of the cartridges to the District whereas the District will pay for all shipping of the cartridges from the District to us. All cartridges will be shipped by FedEx overnight in coolers on blue ice.

- We will be available by phone at all times to discuss any project issues.
- We will notify the District immediately if any irregularities are discovered during the course of the project.
- We will retain copies of all records for at least three years.
- We will provide monthly reports summarizing the data.
- All data will be reported in ppbV and ppbC and the data formatted for upload to the AIRS database will be reported in ppbC.
- We will report all measurable values. All data below the PQL will be reported and flagged as “LJ” and all non-detectable data will be reported as zero (0) and flagged with a “ND”.
- We will provide the final data in the three (3) required formats: Electronic, Hardcopy, and Quality Control Reports as outlined in the RFQ.
- We will provide all documentation indicating the methodology used for calibrations, analysis, and QA/QC procedures, and also provide copies of all of the paperwork used for data analysis to meet Level IV criteria.
- The completed data file uploaded reports will be finished on or before November 30, 2013.

TECHNICAL PLAN

In order to carry out the conditions agreed to in the Scope of Work we propose to follow the methodologies presented below for cartridge storage and shipping, sample tracking and receiving, sample analysis, and data validation and reporting. During all phases of the project AAC scientists will be available to answer any questions that District personnel may have regarding sample handling and collection procedures.

DNPH Cartridge Storage, Certification and Shipping Procedures

New Waters “Gold ring” Silica Gel DNPH Cartridges will be purchased in batches of one hundred (100) and stored at AAC in a clean environment at less than 4°C. Upon receipt of new cartridges AAC will certify three cartridges from each batch and supply that documentation to the District with the cartridges. Each batch of cartridges will be shipped in an airtight bag containing cellulose filters impregnated with DNPH to minimize contamination and placed in thermal containers with cold ice packs to maintain cartridge integrity. AAC will use overnight delivery for shipping cartridges to the sampling station and will instruct field staff to do the same when returning sampled cartridges to the laboratory for analysis.

Sample Receiving and Tracking Procedures

- Upon receipt the samples are examined for any sign of mishandling and are then immediately placed in a separate (from the unused cartridges) refrigerator or freezer kept at less than 4°C.
- The Chain of Custody (COC) is examined to determine if all samples received are valid and if the information in the COC agrees with the samples.
- The samples are sorted by site, date and interval. Any missing samples, voided samples, or mishandled samples will result in AAC generating a Corrective Action Form to be approved by the District’s point of contact.
- Each set of samples from each site received that day is assigned a project number. All samples from each project, including those voided, are assigned a unique laboratory identification number. All pertinent information regarding the sample such as project number, Lab ID number, time and date sampled, sample media, etc., is entered into the LIMS System.

Sample Analysis and QA/QC Procedures

All samples are analyzed upon receipt, following the analytical procedures for the US-EPA PAMS TAD and EPA Method TO-11A and as specified in our SOP # TO.11.09. A brief overview of our analysis procedures is given below.

After sampling, each cartridge is extracted with HPLC-grade Acetonitrile and analyzed using HPLC-UV at 360nm. The formed hydrazones are separated and quantified using a reverse phase C₁₈ column using isocratic elution with an Acetonitrile-water solvent combination. Carbonyl identification and quantitation involves comparison with external standards. The HPLC response factors for all hydrazones are calculated by using the linear response factors (slopes) generated from the calibration curve.

In addition to following the EPA PAMS TAD and Method TO-11A requirements, we strictly adhere to all stipulations of our NELAC certifications for EPA Method TO-11A analytical requirements. Additional supporting material regarding our analytical and QA/QC plans are available in AAC's Statement of Qualifications (SOQ) and Quality Assurance/Quality Control (QA/QC) manual for 2013.

Along with each set of samples, AAC analyzes a full suite of QA/QC standards that are specified in the PAMS TAD, Method TO-11A or the NELAC manual. At a minimum we analyze a system blank, a method blank, an opening CCV standard, a Second Source CCV standard, a LCS and LCSD standard, an MS and MSD spike, a sample and sample duplicate, a closing system blank and a closing CCV standard with each set of samples. Additional details of the QA/QC plan are detailed in our SOP.

Data Validation and Reporting

AAC has built in several layers of checks in order to properly validate any data before it is finalized. At least two additional persons beyond the chemical analyst will review all of the data including chromatograms, COC's and reports. In addition the QA/QC manager will review each QA/QC report that is associated with each sample batch to ensure that all QA/QC requirements have been met. The Lab Manager will review in conjunction with our sample receiving staff all COC and sample receiving conditions.

Data will be delivered at Level I validation every month, which will include flags on erroneous or questionable data, using the validation procedure described above. We will work with the SJVUAPCD Project Manager in reviewing all of the data for consistency within the project domain. Based on this review we will revise earlier deliveries at a Level IV validation. This version of the data, incorporating correction of any errors found subsequent to the initial submission, will be delivered in AIRS format to the SJVUAPCD. Level IV data packages will include copies of chromatograms, calibrations and all related QA/QC documentation, so that an independent reviewer can validate the data calculations, etc. The final data will be delivered meeting Level IV criteria in the three required formats stipulated above.

AIRS Data Format

AAC has been reporting data using the EPA-AIRS format for over 15 years to various state and local agencies as part of the PAMS programs. We typically provide the agency an Excel file that contains the parameters specified in the PAMS TAD. The electronic file typically contains for each sample the site name, site ID if provided, sample collection date and times, trend or episode sampling type, and the data reported in the requested units for each species. Typically each

agency requests slightly different formats depending on their needs so there is not one specific AIRS format that we provide. We are willing to accommodate the requests of the agencies as needed for specific reporting requirements. As part of several ongoing projects, we currently are reporting Level IV data packages to the EPA and have met all of the EPA's requirements and needs for Level IV data requirements. For the 2011 SJVUAPCD PAMS season we were able to successfully report all of the validated data in the required AIRS data formats in a timely manner. We are always willing to accommodate any changes that the District may have for the 2013 PAMS season regarding the AIRS data formats and uploading.

US-EPA PAMS TAD/TO-11A ANALYTE LIST

Formaldehyde
Acetaldehyde
Acetone

- Sample Reporting Limit = 0.04 → 0.16ppbv Based on a 180L sample collection volume
- Method detection limits vary by instrument, typically 0.001 – 0.004µg/mL

PRICE SCHEDULE: CARBONYLS

- Cost of analyzing an Audit sample or Performance Evaluation = **No Charge**
- Cost of providing and certifying DNPH Coated Silica Gel Cartridges = **\$15.00 ea**
- Cost of analyzing DNPH Cartridges per US-EPA PAMS TAD/TO-11A including AIRS format reporting for the EPA AQS system = **\$50.00 ea**
- Cost of documentation and AIRS reporting of invalid or missing sample runs = **\$5.00 ea**
- Supply five (4) glass ozone denuders for the Xontech Model 925 Carbonyl Samplers = **No Charge**
- Cost of uploading all AIRS data to the EPA AQS system = **No Charge**

Cartridge shipping:

Based on the previous years of experience in shipping Cartridges to SJAPCD, the estimated shipping cost per Cartridge is **\$3.00** (dependent on cooler and Blue Ice weight) by UPS ground, which is a one day shipment from Ventura, CA.

Based on an estimated sample total of 342 samples, the total estimated shipping cost for the project = **\$2052.00 (342 samples x \$3.00/sample x 2 trips (initial shipment from AAC and return shipment to AAC))**

REFERENCES

Organization: Ventura County Air Pollution Control District
Years of Service: 1994-2009 (retired)
Contact Person: Mr. James Balders
Title: Supervisor - Atmospheric Chemistry Branch
Phone: 805-525-1939
Email: jbirt_1111@verizon.net

Organization: Arizona Department of Environmental Quality
Years of Service: 1992-1996 (retired)
Contact Person: Mr. Frank Keen
Title: Program Manager
Phone: 480-258-0401
Email: az.keene@gmail.com

Organization: Previous - San Joaquin Valley Unified Air Pollution Control District
Current - Air Pollution Control District, County of San Luis Obispo
Years of Service at SJAPCD: 1998-2007, 2009-2011
Contact Person: Mr. Jaime Contreras
Title: Air Quality Specialist, Air Monitoring Section
Phone: 805-441-9332
Email: jacontreras@co.slo.ca.us

Name of Organization: T&B Systems
Address: 26074 Avenue Hall Unit 9, Valencia, California 91355
Years of Service: 2008-2010
Contact Person: Mr. Robert A. Baxter, CCM
Title: Program Manager
Phone: 661-294-1103
Email: bbaxter@tbsys.com

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Bakersfield, CA 93308-9725
(661) 392-5500 • FAX (661) 392-5585

DATE: May 16, 2013

TO: SJVUAPCD Governing Board

FROM: Catherine T. Redmond, District Counsel

RE: **ITEM NUMBER 18: CLAIM FOR DAMAGES
AGAINST SAN JOAQUIN VALLEY UNIFIED AIR
POLLUTION CONTROL DISTRICT**



RECOMMENDATION:

Reject the claim for damages filed by Megann Whitney Heilman.

DISCUSSION:

The attached claim, filed by attorney Lawrence Niermeyer on behalf of Claimant Megann Whitney Heilman, alleges that on February 27, 2013, she sustained personal injuries and property damage when her vehicle collided with a District vehicle at the intersection of Santa Fe Avenue and Berkeley Avenue in Modesto, California.

Under the provisions of the Government Tort Claims Act, an aggrieved party must file a claim for damages within six (6) months of the occurrence. Once the claim is rejected by the public entity and notice of the rejection is given to the claimant, the claimant has six (6) months within which to file a lawsuit.

It is recommended that your Board reject the claim and authorize that the appropriate notice be given to the claimant.

FISCAL IMPACT:

There is a \$1,000 per occurrence deductible for property damage under the District's SDRMA General Liability Policy. Otherwise, there is no fiscal impact associated with this claim.

Attachments:

- Correspondence from Attorney Niermeyer (1 page)*
- Tort Claim Attachment (2 pages)*
- Claims Form (2 pages)*
- Traffic Collision Report (12 pages)*
- Resolution (1 page)*

San Joaquin Valley Unified Air Pollution Control District
Meeting of the Governing Board
May 16, 2013

**CLAIM FOR DAMAGES AGAINST SAN JOAQUIN VALLEY UNIFIED AIR
POLLUTION CONTROL DISTRICT**

Attachments A - E

The above attachment has been included with the agenda packets distributed to members of the Governing Board. It has not been included with other agenda packets. A copy of this document is available for review and/or purchase from the San Joaquin Valley Unified Air Pollution Control District.