PUBLIC PARTICIPATION NOTICE

Public Participation Accessibility for the City Council and Successor Agency for the Paramount Redevelopment Agency meetings scheduled for **September 21, 2021**.

In-person Attendance:

The public may attend the City Council meeting in-person. All individuals will be required to wear a face covering.

View the City Council meeting live stream:

- YouTube Channel https://www.youtube.com/user/cityofparamount
- Spectrum Cable TV Channel 36

Public Comments:

Members of the public wanting to address the City Council, either during public comments or for a specific agenda item, or both, may do so by the following methods:

- **In-Person**

  If you wish to make a statement, please complete a Speaker's Card prior to the commencement of the Public Comments period of the meeting. Speaker's Cards are located at the entrance. Give your completed card to a staff member and when your name is called, please go to the podium provided for the public.

- **E-mail: crequest@paramountcity.com**

  E-mail public comments must be received by **4:45 p.m.** on **Tuesday, September 21, 2021.** The e-mail must specify the following information: 1) Full Name; 2) City of Residence; 3) Phone Number; 4) Public Comment or Agenda Item No; 5) Subject; 6) Written Comments.

- **Teleconference: (562) 220-2225**

  Participants wishing to address the City Council by teleconference should call City Hall at **(562) 220-2225** by **4:45 p.m.** on **Tuesday, September 21, 2021** and provide the following information: 1) Full Name; 2) City of Residence; 3) Phone Number; 4) Public Comment or Agenda Item No; 5) Subject. Teleconference participants will be logged in, placed in a queue and called back during the City Council meeting on speaker phone to provide their comments.

All public comments are limited to a maximum of three minutes unless an extension is granted. Please be mindful that the meeting will be recorded as any other person is recorded when appearing before the City Council, and all other rules of procedure and decorum will apply when addressing the City Council by teleconference.

AGENDA

Paramount City Council
September 21, 2021

Safe, Healthy, and Attractive

Adjourned Meeting
City Hall Council Chambers
5:00 p.m.

City of Paramount
16400 Colorado Avenue ❖ Paramount, CA 90723 ❖ (562) 220-2000 ❖ www.paramountcity.com

Public Comments: See Public Participation Notice. Persons are limited to a maximum of 3 minutes unless an extension of time is granted. No action may be taken on items not on the agenda except as provided by law.

Americans with Disabilities Act: In compliance with the Americans with Disabilities Act, if you need special assistance to participate in this meeting, please contact the City Clerk's office at (562) 220-2225 at least 48 hours prior to the meeting to enable the City to make reasonable arrangements to ensure accessibility to this meeting.

Note: Agenda items are on file in the City Clerk's office and are available for public inspection during normal business hours. Materials related to an item on this Agenda submitted after distribution of the agenda packet are also available for public inspection during normal business hours in the City Clerk's office. The office of the City Clerk is located at City Hall, 16400 Colorado Avenue, Paramount.

Notes

CALL TO ORDER: Mayor Brenda Olmos

ROLL CALL OF COUNCILMEMBERS:
Councilmember Isabel Aguayo
Councilmember Laurie Guillen
Councilmember Peggy Lemons
Vice Mayor Vilma Cuellar Stallings
Mayor Brenda Olmos

CITY COUNCIL PUBLIC COMMENT UPDATES

PUBLIC COMMENTS

CF: 10.8 (Cert. of Posting)

CONSENT CALENDAR

1.	ORDINANCE NO. 1153 (Adoption)	Amending Section 2.04.020 of the Paramount Municipal Code relating to the date of the City's municipal elections to specify that the City's general municipal election will be held to coincide with the date of the Statewide Primary Elections as established by the state legislature; and said elections will be conducted by the Los Angeles County Registrar-Recorder/County Clerk
2.	APPROVAL	Declaration of Surplus Property
3.	APPROVAL	Correction to Approval of Landscaping Services by Brightview Landscape Services for Drought Tolerant Median Conversion Project (City Project No. 9236)

NEW BUSINESS

4.	RESOLUTION NO. 21:030	Authorizing an Affordable Housing Grant Agreement with Behrokh and Farzaneh Tabibian/Firouz and Homa Golshani to Construct a Mixed-use Commercial and Senior Assisted/Independent Living Facility at 16675-16683 Paramount Boulevard.
5.	RECEIVE AND FILE	Draft Response/Comments to West Santa Ana Branch Transit Corridor Project Environmental Impact Report
6.	AWARD OF CONTRACT	Salud Park Walking Track Replacement (City Project No. 9263)
7.	AWARD OF CONTRACT	Sport Court Repairs (City Project No. 9250)
8.	APPROVAL	Request for Change to Existing Limited Time Parking Zone at 16450 Paramount Boulevard

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9.	DISCUSSION	Update on the Paramount Al Fresco Temporary Outdoor Dining Program and the Dine Paramount Program

ENVIRONMENTAL SUSTAINABILITY NEW BUSINESS

10.	ORAL REPORT	Regional Implementation of Measure W – Safe Clean Water Program
11.	AWARD OF CONTRACT	Air Monitoring Services
12.	RESOLUTION NO. 21:031	Declaring October 6, 2021 Clean Air Day in the City of Paramount

COMMENTS/COMMITTEE REPORTS

- Councilmembers
- Staff

ADJOURNMENT

To a meeting on October 5, 2021 at 6:00 p.m.

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City Council Public Comment Updates

September 21, 2021

From the September 7, 2021 City Council Meeting:

Commenter	Request/Issue/Concern	Action/Comment
Abelardo Jacobo	A driveway being constructed as part of a commercial development next to his property is closer to his property than what was explained to him by City staff.	Assistant City Manager Andrew Vialpando emailed Mr. Jacobo on September 8 to follow-up with his complaint. In the email, Andrew explained that when he and Planning Director John Carver last met with him on July 15, it was communicated that the driveway was approved to be constructed 60 feet from his home, and about 49 feet from his property line. The distance between his home and the market's proposed driveway has not changed.
Abigail Torres	Vehicles on her block double-park, blocking the lane of traffic and her driveway, and that the Sheriff's Department takes at least 30 to 45 minutes to respond when she calls for service for parking calls.	Public Safety Director Adriana Lopez explained that a letter was sent to residents in the neighborhood to warn of illegal parking violations. Ms. Lopez indicated that the Department will resume its after-hours parking enforcement as well. Staff is aware of Ms. Torres' complaints and encouraged her to call the Paramount Station or Lakewood Sheriff's Station to report illegally parked cars. Additionally, Ms. Torres met with Lieutenant Omar Camacho immediately following her comments. Ms. Torres explained to Lt. Camacho that she had not actually submitted a call for service.

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Commenter	Request/Issue/Concern	Action/Comment
Tania Del Carmen	Intersection takeovers and vehicles performing burnouts, doughnuts and other driving stunts in the intersection of Jefferson St. and Colorado St.	Lt. Camacho addressed the City Council regarding the overall situation of street takeovers in Paramount and in the region. Law enforcement agencies across the region are working diligently to curb this dangerous illegal activity. He also explained that in many occurrences of street takeovers, deputies apprehend violators some distance away from the scene of the crime and residents may not always witness their capture. Public Safety Director Adriana Lopez encouraged residents to continue to call the Sheriff's Station to report these incidents.

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SEPTEMBER 21, 2021

ORDINANCE NO. 1153

"AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF PARAMOUNT, CALIFORNIA, AMENDING SECTION 2.04.020 OF THE PARAMOUNT MUNICIPAL CODE RELATING TO THE DATE OF THE CITY'S MUNICIPAL ELECTIONS TO SPECIFY THAT THE CITY'S GENERAL MUNICIPAL ELECTION WILL BE HELD TO COINCIDE WITH THE DATE OF THE STATEWIDE PRIMARY ELECTIONS AS ESTABLISHED BY THE STATE LEGISLATURE; AND SAID ELECTIONS WILL BE CONDUCTED BY THE LOS ANGELES COUNTY REGISTRAR-RECORDER/COUNTY CLERK."

MOTION IN ORDER:

READ BY TITLE ONLY, WAIVE FURTHER READING, AND ADOPT ORDINANCE NO. 1153.

MOTION:	ROLL CALL VOTE:
MOVED BY: _____	AYES: _____
SECONDED BY: _____	NOES: _____
[ ] APPROVED	ABSENT: _____
[ ] DENIED	ABSTAIN: _____

PARAMOUNT
THE CITY
Safe, Healthy, and Attractive

AGENDA REPORT

To: Honorable City Council

From: John Moreno, City Manager

By: Heidi Luce, City Clerk

Date: September 21, 2021

Subject: ORDINANCE NO. 1153

The City Council, at its regularly scheduled meeting on September 7, 2021, introduced Ordinance No. 1153 and placed it on the September 21, 2021 agenda for adoption.

ORDINANCE NO. 1153

"AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF PARAMOUNT, CALIFORNIA, AMENDING SECTION 2.04.020 OF THE PARAMOUNT MUNICIPAL CODE RELATING TO THE DATE OF THE CITY'S MUNICIPAL ELECTIONS TO SPECIFY THAT THE CITY'S GENERAL MUNICIPAL ELECTION WILL BE HELD TO COINCIDE WITH THE DATE OF THE STATEWIDE PRIMARY ELECTIONS AS ESTABLISHED BY THE STATE LEGISLATURE; AND SAID ELECTIONS WILL BE CONDUCTED BY THE LOS ANGELES COUNTY REGISTRAR-RECORDER/COUNTY CLERK."

Attached is the agenda report from the September 7, 2021 meeting.

RECOMMENDED ACTION

It is recommended that the City Council read by title only, waive further reading, and adopt Ordinance No. 1153.

PARAMOUNT
THE CITY
Safe, Healthy, and Attractive

AGENDA REPORT

To: Honorable City Council

From: John Moreno, City Manager

By: Heidi Luce, City Clerk

Date: September 7, 2021

Subject: ORDINANCE NO. 1153 – ELECTION DATE

Background

In December 2017, the City's election date was changed to June of even years to coincide with the statewide primary election as a result of the requirements of Senate Bill 415 (SB 415) the California Voter Participation Rights Act.

SB 415, now codified as California Elections Code Sections 14050-14057, prohibits cities from holding a regular municipal election on any date other than a statewide election date if doing so resulted in voter turnout being at least 25% below the average voter turnout in that jurisdiction in the previous four statewide general elections. The public policy behind SB 415 was to address declining voter turnout in federal, state and municipal elections. The legislative analysis asserted that one major contributing factor to low voter turnout, the timing of elections, could be addressed by synchronizing municipal elections with statewide elections. At the time SB 415 was implemented, statewide elections dates were recognized to occur in November and June of even-numbered years.

Discussion

Statewide Primary Election Date Change

Senate Bill 970 (SB 970) Primary Election Date, changed the date of the statewide primary election to the first Tuesday after the first Monday in June of each even-numbered year that is not evenly divisible by four and the first Tuesday after the first Monday in March in each even-numbered year that is evenly divisible by four. This change was to address the delay in release of the 2020 Census data as a result of the COVID-19 pandemic which in-turn delayed the drawing of district lines. For cities that consolidate their elections with the statewide primary, the new election dates are as follows:

June 2022
March 2024
June 2026
March 2028

Changes in the statewide primary election date are not uncommon. Below is a history of the presidential/statewide primary election date over the last 20 years:

2000 March
2004 March
2008 February
2012 June
2016 June
2020 March

*Terms of Offic*e

To remedy an oversight in SB 970 which would have left several cites without a full City Council between March and June 2022, the legislature approved Senate Bill 590 (SB-590) in July of this year. SB 590 added Elections Code Section 1305 which states that any term of office set to expire in March or April 2022, where the next scheduled regular election for that office has been consolidated with the 2022 statewide primary election, shall be extended to expire following the certification of election results from the 2022 statewide primary election and the administration of the oath of office to the newly elected officeholder.

This provision allows cities with March or April 2022 election dates to maintain a full City Council for the time period between the previous statewide primary election date and the new statewide primary election date.

Proposed Ordinance

The proposed ordinance simply changes the language of the City's current election date ordinance to specify that the City's elections will be held in even years to coincide with the statewide primary elections rather than specifying a particular month. Additionally, the terms of office for the two councilmembers set to expire in March 2022 (Guillen and Lemons) will be extended to June 2022. At this time, no other terms are affected. As for the future terms of office, at the time the election is called, the terms will be set for four years or to expire following the certification of election results from the related statewide primary election and the administration of the oath of office to the newly elected officeholder.

Summary

Recognizing that the City does not have control over the date of the statewide primary election, adoption of Ordinance 1153 will allow the City to align its municipal election with the statewide primary election, as originally intended, without having to adopt an updated ordinance if the statewide primary election is changed in the future.

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RECOMMENDED ACTION

It is recommended that the City Council read by title only, waive further reading, introduce Ordinance No. 1153, and place it on the September 21, 2021 agenda for adoption.

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CITY OF PARAMOUNT
LOS ANGELES COUNTY, CALIFORNIA

ORDINANCE NO. 1153

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF PARAMOUNT, CALIFORNIA, AMENDING SECTION 2.04.020 OF THE PARAMOUNT MUNICIPAL CODE RELATING TO THE DATE OF THE CITY'S MUNICIPAL ELECTIONS TO SPECIFY THAT THE CITY'S GENERAL MUNICIPAL ELECTION WILL BE HELD TO COINCIDE WITH THE DATE OF THE STATEWIDE PRIMARY ELECTIONS AS ESTABLISHED BY THE STATE LEGISLATURE; AND SAID ELECTIONS WILL BE CONDUCTED BY THE LOS ANGELES COUNTY REGISTRAR-RECORDER/COUNTY CLERK.

WHEREAS, Senate Bill 415 (California Elections Code Sections 14050-14057) prohibits a political subdivision, including a city, from holding an election other than on a statewide election date, if holding an election on a non-concurrent date previously resulted in voter turnout for a regularly-scheduled election in that political subdivision, being at least 25% less than the average voter turnout within the political subdivision for the previous four statewide general elections; and

WHEREAS, Senate Bill 568, chaptered on September 27, 2017, and known as "The PrimeTime Primary Act" provided that, commencing January 2019, direct primaries and presidential primaries would be held on the first Tuesday after the first Monday in even-numbered years in March; and

WHEREAS, in 2018, because the City of Paramount ("City") did not meet the qualifying criteria to continue to conduct its elections on a non-concurrent date, the City changed the date of its general municipal elections to the first Tuesday after the first Monday in March of even-numbered years to coincide with the Statewide primary election; and;

WHEREAS, Senate Bill 970, chaptered on September 18, 2020 (California Elections Code Section 1201) currently provides that, commencing in 2022, the statewide direct primary shall be held on the first Tuesday after the first Monday in June of each evennumbered year that is not evenly divisible by four and on the first Tuesday after the first Monday in March in each even-numbered year that is evenly divisible by four; and

WHEREAS, Senate Bill 590 chaptered on July 16, 2021 provides that any term of office set to expire in March or April 2022, where the next scheduled regular election for that office has been consolidated with the 2022 statewide primary election, shall be extended to expire following the certification of election results from the 2022 statewide primary election and the administration of the oath of office to the newly elected officeholder; and

WHEREAS, the state legislature has a long history of changing the month of the statewide primary elections;

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WHEREAS, the City Council desires to specify that its general municipal election will be held to coincide with the date of the statewide primary elections, rather than specifying a particular month; and that said election will be conducted by the Los Angeles County Registrar-Recorder/County Clerk.

NOW THEREFORE, THE CITY COUNCIL OF THE CITY OF PARAMOUNT, CALIFORNIA, DOES HEREBY ORDAIN, AS FOLLOWS:

SECTION 1. The Recitals set forth hereinabove are true and correct and incorporated herein by reference as if fully set forth herein.

SECTION 2. Pursuant to California Elections Code Sections 1000 and 1301, the City Council hereby changes the specified date of City's general municipal election from the first Tuesday after the first Monday in March of even-numbered years to the date of the statewide primary election as established by the state legislature, with the next municipal election to be held in June 2022. Said election shall be consolidated with the statewide election and conducted by the Los Angeles County Registrar-Recorder/County Clerk upon approval by the Los Angeles County Board of Supervisors.

SECTION 3. Section 2.04.020 of the Paramount Municipal Code is hereby amended to read:

> "**Sec. 2.04.020 Municipal elections.**
> Pursuant to Section 36503 of the California Government Code and Sections 1000 and 1301 of the California Elections Code, the general municipal elections of the City of Paramount shall be held to coincide with date of the statewide primary elections."

SECTION 4. Pursuant to SB 590 (Allen), chaptered on July 16, 2021 as Section 1305 of the California Elections Code, the current terms of offices of Councilmember Laurie Guillen and Councilmember Peggy Lemons who were elected in March 2017 are hereby extended from the expiration of the current terms of office to the next following municipal election which will be held to coincide with the statewide direct primary election in June 2022

SECTION 5. Pursuant to California Elections Code Section 1301(b) and Section 10403.5, the City requests the Los Angeles County Board of Supervisors to approve this Ordinance. The City Clerk shall forward a copy of this Ordinance to the Los Angeles County Registrar-Recorder/County Clerk and the Los Angeles County Board of Supervisors requesting approval.

SECTION 5. Within thirty (30) days after this Ordinance becomes operative, the City's elections official shall cause a notice to be mailed to the City's registered voters informing the voters of the update in the election date and as a result of that change, the change in the terms of office of elected City officeholders.

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SECTION 6. This Ordinance shall be certified as to its adoption by the City Clerk and shall be published once in the Paramount Journal within 15 days after its adoption together with the names and members of the City Council voting for and against the Ordinance.

SECTION 7. This Ordinance is effective upon approval by the Board of Supervisors per California Elections Code Section 1301(b).

PASSED, APPROVED AND ADOPTED by the City Council of the City of Paramount this 21st day of September 2021.

Brenda Olmos, Mayor

ATTEST

Heidi Luce, City Clerk

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SEPTEMBER 21, 2021

DECLARATION OF SURPLUS PROPERTY

MOTION IN ORDER:

DECLARE THE ATTACHED EQUIPMENT AS SURPLUS PROPERTY AND AUTHORIZE THE MAYOR OR HER DESIGNEE TO DISPOSE OF THE PROPERTY BY APPROPRIATE MEANS.

MOTION:	ROLL CALL VOTE:
MOVED BY: _____	AYES: _____
SECONDED BY: _____	NOES: _____
[ ] APPROVED	ABSENT: _____
[ ] DENIED	ABSTAIN: _____

PARAMOUNT
THE CITY
Safe, Healthy, and Attractive

AGENDA REPORT

To: Honorable City Council

From: John Moreno, City Manager

By: Adriana Figueroa, Public Works Director
Sarah Ho, Public Works Assistant Director

Date: September 21, 2021

Subject: DECLARATION OF SURPLUS PROPERTY

BACKGROUND

The City periodically disposes of surplus property when it is of benefit to the organization. Following the City Council's declaration that the listed items are surplus property, staff will dispose of the property through the use of an outside public auction firm. As is our normal practice, we will notify Paramount residents through local media of the date and time that the auction will occur.

DISCUSSION

The attached list of items is recommended to be declared surplus property. This current list includes items that have reached the end of their useful life including office furniture, and minor equipment.

VISION, MISSION, VALUES, AND STRATEGIC OUTCOMES

The City's Vision, Mission, and Values set the standard for the organization; establish priorities, uniformity and guidelines; and provide the framework for policy decision making. The Strategic Outcomes were implemented to provide a pathway to achieving the City's Vision. This item aligns with Strategic Outcome No. 6: Efficient, Effective and Fiscally Responsible.

RECOMMENDED ACTION

It is recommended that the City Council declare the attached equipment as surplus property and authorize the Mayor or her designee to dispose of the property by appropriate means.

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September 2021 Surplus List

Auditorium Chairs
Unit 337-1 – Bobcat Back Hoe Attachment Model 811
Bobcat Model B850 Breaker
Tire Changer Machine
Miscellaneous furniture
Miscellaneous equipment

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SEPTEMBER 21, 2021

CORRECTION TO APPROVAL OF LANDSCAPING SERVICES BY BRIGHTVIEW LANDSCAPE SERVICES FOR DROUGHT TOLERANT MEDIAN CONVERSION PROJECT (CITY PROJECT NO. 9236)

MOTION IN ORDER:

APPROVE THE CORRECTION TO THE DOLLAR AMOUNT FOR THE LANDSCAPE SERVICES PROVIDED BY BRIGHTVIEW LANDSCAPE SERVICES, INC., GARDENA, CALIFORNIA FOR THE DROUGHT TOLERANT MEDIAN CONVERSION PROJECT FOR A TOTAL OF $282,511.39.

MOTION:	ROLL CALL VOTE:
MOVED BY: _____	AYES: _____
SECONDED BY: _____	NOES: _____
[ ] APPROVED	ABSENT: _____
[ ] DENIED	ABSTAIN: _____

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PARAMOUNT
THE CITY
Safe, Healthy, and Attractive

AGENDA REPORT

To: Honorable City Council

From: John Moreno, City Manager

By: Adriana Figueroa, Public Works Director

Date: September 21, 2021

Subject: CORRECTION TO APPROVAL OF LANDSCAPING SERVICES BY BRIGHTVIEW LANDSCAPE SERVICES FOR DROUGHT TOLERANT MEDIAN CONVERSION PROJECT (CITY PROJECT NO. 9236)

BACKGROUND

At the September 7, 2021 meeting, the City Council approved additional landscaping services by BrightView Landscape Services, Inc., for the renovation of landscaped potable water medians along Somerset Boulevard, starting at the west City limit and continuing to the City's east city limit. This project also includes the medians at the intersection of Hunsaker Avenue and Myrrh Street, as well as, the setback areas on the south side of Somerset Boulevard, east and west of Rancho Cerona Drive.

DISCUSSION

After the September 7th City Council meeting, it was discovered that there was a typographical error in the total contract amount. The City Council approved an amount of $202,511.39. The correct amount for the project is $282,511.39, which is still under the budgeted amount of $325,000. Because of the error, we are required to bring this item back for your approval at the corrected amount.

VISION, MISSION, VALUES, AND STRATEGIC OUTCOMES

The City's Vision, Mission, and Values set the standard for the organization; establish priorities, uniformity and guidelines; and provide the framework for policy decision making. The Strategic Outcomes were implemented to provide a pathway to achieving the City's Vision. This item aligns with Strategic Outcome No. 5: Attractive and Well-Maintained Infrastructure.

RECOMMENDED ACTION

It is recommended that the City Council approve the correction to the dollar amount for the landscaping services provided by BrightView Landscape Services, Inc., Gardena, California for the drought tolerant median conversion project for a total of $282,511.39.

SEPTEMBER 21, 2021

RESOLUTION NO. 21:030

"A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PARAMOUNT AUTHORIZING A DEVELOPMENT AGREEMENT WITH NIMA GOLSHANI FOR THE CONSTRUCTION OF A MIXED-USE COMMERCIAL AND SENIOR ASSISTED/INDEPENDENT LIVING FACILITY AT 16675-16683 PARAMOUNT BOULEVARD"

MOTION IN ORDER:

READ BY TITLE ONLY AND ADOPT RESOLUTION NO. 21:030.

MOTION:	ROLL CALL VOTE:
MOVED BY: _____	AYES: _____
SECONDED BY: _____	NOES: _____
[ ] APPROVED	ABSENT: _____
[ ] DENIED	ABSTAIN: _____

PARAMOUNT
THE CITY
Safe, Healthy, and Attractive

AGENDA REPORT

To: Honorable City Council

From: John Moreno, City Manager

By: John Carver, Planning Director

Date: September 21, 2021

Subject: RESOLUTION NO. 21:030
AFFORDABLE HOUSING GRANT AGREEMENT
PARAMOUNT BOULEVARD SENIOR PROJECT

BACKGROUND

This item is an affordable housing grant agreement with Behrokh and Farzaneh Tabibian/Firouz and Homa Golshani to provide a grant to assist with the construction of a mixed-use commercial and senior assisted living facility at 16675-16683 Paramount Boulevard. The Successor Agency for the Paramount Redevelopment Agency will review the grant agreement later this evening.

In February of this year, the City Council approved Zone Change No. 203, which changed the zoning of the project site from C-3 (General Commercial) to PD-PS (Planned Development with Performance Standards)/Mixed-Use Commercial and Senior Assisted/Independent Living Facility. The Development Review Board approved Development Review Application No. 20:015 for the design of the project, which is located at the south entry to the City at Paramount Boulevard. The properties are currently occupied by an automotive repair business and a bar that has been closed for over one year.

PROJECT

The zone change and design approval allow for the construction of a building that will contain two retail suites and parking on the bottom floor, seven senior assisted/independent living units on the second floor, and seven units on the third floor. Twelve of the units will be for assisted care, and two units will be for independent living. On both the second and third floors, four units will contain three bedrooms and two bathrooms, and three units will contain four bedrooms and three bathrooms. Each unit will have a shared kitchen and living room. The four-bedroom units will range in size from 1,120 square feet to 1,155 square feet, while the three-bedroom units will contain approximately 1,000 square feet.

The following is a rendering of the approved architectural design of the building:

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GRANT

The Successor Agency for the Paramount Redevelopment Agency will provide a grant in the amount of $300,000 from the Agency's Low-to-Moderate Income Housing Asset Fund, and the developer will designate two units as affordable for qualifying residents who will pay rent at a reduced and formally restricted lease rate. These moneys are only allowed to be used on affordable housing, and the agreement will remain in effect for 55 years. When the property owner sells the property at any time within the 55-year period, and whenever a new tenant leases one of the restricted housing units within the 55 years, the agreement remains applicable and enforceable. Prior to disbursement of the $300,000 grant, the applicant will provide to the City a detailed financial statement that includes the sources of financing for the project.

The proposed senior housing development will accomplish a number of important goals. It will provide for a growing need for senior housing; eliminate blighted property; and help to comply with the City's Regional Housing Needs Assessment (RHNA) allocation of affordable housing units.

The agreement, which is subject to approval by the City Attorney, is attached.

ENVIRONMENTAL ASSESSMENT

The City Council reviewed and adopted a Mitigated Negative Declaration for this project when the zone change was approved.

VISION, MISSION, VALUES, AND STRATEGIC OUTCOMES

The City's Vision, Mission, and Values set the standard for the organization; establish priorities, uniformity and guidelines; and provide the framework for policy decisionmaking. The Strategic Outcomes were implemented to provide a pathway to achieving the City's Vision of a city that is safe, healthy, and attractive. This item aligns with Strategic Outcomes No. 1: Safe Community; No. 3: Economic Health; No. 4: Environmental Health; and No. 5: Attractive and Well Maintained City Infrastructure.

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RECOMMENDED ACTION

It is recommended that the City Council read by title only and adopt Resolution No. 21:030 authorizing an affordable housing grant agreement with Behrokh and Farzaneh Tabibian/Firouz and Homa Golshani to construct a mixed-use commercial and senior assisted/independent living facility at 16675-16683 Paramount Boulevard.

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CITY OF PARAMOUNT
LOS ANGELES COUNTY, CALIFORNIA

RESOLUTION NO. 21:030

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PARAMOUNT AUTHORIZING AN AFFORDABLE HOUSING GRANT AGREEMENT WITH BEHROKH AND FARZANEH TABIBIAN/FIROUZ AND HOMA GOLSHANI FOR THE CONSTRUCTION OF A MIXED-USE COMMERCIAL AND SENIOR ASSISTED/INDEPENDENT LIVING FACILITY AT 16675-16683 PARAMOUNT BOULEVARD

WHEREAS, the City Council of the City of Paramount wishes to enter into an affordable housing grant agreement with Behrokh and Farzaneh Tabibian/Firouz and Homa Golshani for the construction of a mixed-use commercial and senior assisted/independent living facility at 16675-16683 Paramount Boulevard in the City of Paramount; and

WHEREAS, there is a growing need for affordable senior assisted/independent living facilities; and

WHEREAS, the Successor Agency to the Paramount Redevelopment Agency has funds in its Low-to-Moderate Income Housing Trust Fund; and

WHEREAS, the City of Paramount desires to provide a grant from the Low-to-Moderate Income Housing Trust Fund to Behrokh and Farzaneh Tabibian/Firouz and Homa Golshani to provide for affordable housing.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF PARAMOUNT AS FOLLOWS:

SECTION 1. The above recitations are true and correct.

SECTION 2. The City Council of the City of Paramount hereby authorizes a grant in the amount of $300,000 from the Successor Agency's Low-to-Moderate Income Housing Trust Fund to assist in the construction of a senior assisted/independent living facility.

SECTION 3. The City Manager of the City of Paramount is hereby authorized and directed to enter into an agreement with Behrokh and Farzaneh Tabibian/Firouz and Homa Golshani for the development of a senior assisted/independent living facility at 16675-16683 Paramount Boulevard.

SECTION 4. This Resolution shall take effect immediately upon its adoption.

PASSED, APPROVED, and ADOPTED by the City Council of the City of Paramount this 21st day of September 2021.

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Brenda Olmos, Mayor

ATTEST:

Heidi Luce, City Clerk

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AFFORDABLE HOUISNG GRANT AGREEMENT

by and between

Successor Agency for the
Paramount Redevelopment Agency

and

[==========Owner==========]

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ATTACHMENTS

AFFORDABLE HOUSING GRANT AGREEMENT

This AFFORDABLE HOUSING GRANT AGREEMENT ("Agreement") is entered into this ___ day of _____, 2021, by and between the Successor Agency for the Paramount Redevelopment Agency ("Agency"), and [===Owner, Vesting===] ("Participant").

RECITALS

A. Participant is the fee simple owner of that certain real property located in the City of Paramount, County of Los Angeles, State of California, more particularly described in the legal description attached hereto as Attachment No. 1 ("Site"). Participant desires to develop a twenty (20) unit assisted living facility containing two (2) independent living units to be rented affordably ("Project").

B. The Agency will financially assist in the development of the Property with funds from the Agency's Low and Moderate Income Housing Asset Fund. The purpose of such assistance is to increase, improve and preserve low- and moderate-income housing available at affordable housing cost within the territorial jurisdiction of Agency in accordance with Community Redevelopment Law, Health and Safety Code Section 33000, et seq. Agency and Participant desire to impose affordability covenants on the two (2) rental units assisted with Agency's grant, which covenants will require the two (2) units be rented to extremely-low income households at affordable rent for a minimum period of fifty-five (55) years.

C. The development and operation of the Project on the Site pursuant to this Agreement, and the fulfillment generally of this Agreement, are in the vital and best interests of the Successor Agency for the Paramount Redevelopment Agency and the welfare of residents in its jurisdiction, and in accordance with the public purposes and provisions of applicable federal, state, and local laws and requirements.

AGREEMENT

Based upon the foregoing Recitals and for good and valuable consideration, the receipt and sufficiency of which is acknowledged by both parties, Agency and Participant hereby agree as follows:

1. DEFINITIONS.

The following terms as used in this Agreement shall have the meanings given below unless expressly provided to the contrary:

"Agency" shall mean the Successor Agency for the Paramount Redevelopment Agency.

"Agreement" shall mean this Affordable Housing Grant Agreement between Agency and Participant, including all exhibits and other documents attached hereto.

"Contract Officer" shall mean Agency's Planning Director or such other person as may be designated by the Executive Director.

"Effective Date" shall mean the date inserted in the preamble to this Agreement.

"Participant" shall mean [===Owner===], having its offices at [===Location===]. The term "Participant" includes any legally permissible assignee or successor to the rights, powers, and responsibilities of Participant hereunder, in accordance with Section 6.8 of this Agreement.

"Project" shall mean the twenty (20) unit assisted living facility containing two (2) independent living units to be rented affordably.

"Regulatory Agreement" shall mean the Affordable Housing Grant Agreement and Declaration of Covenants and Restrictions regulating the operation and maintenance of the Site in the form attached hereto as Attachment No. 3.

"Schedule of Performance" shall mean that certain Schedule of Performance attached hereto as Attachment No. 2 setting out the dates and/or time periods by which certain obligations set forth in this Agreement must be performed.

"Site" shall mean that certain real property located in the City of Paramount, more particularly described in the legal description attached hereto as Attachment No. 1.

2. FINANCING DEVELOPMENT OF THE PROJECT.

2.1 Agency Grant.

2.1.1 Amount and Source of Agency Grant. Subject to the terms and conditions set forth herein and provided Participant is not in default of this Agreement, Agency shall provide Participant financial assistance in the form of a grant in the amount of Three Hundred Thousand Dollars ($300,000) ("Agency Grant") to be applied towards the costs of developing the Project. The source of the Agency Grant is in the Agency's Low and Moderate Income Housing Asset Fund that must be used to increase, improve and preserve low- and moderate-income housing available at affordable housing cost within the territorial jurisdiction of Agency in accordance with Community Redevelopment Law, Health and Safety Code Section 33000, et seq.

2.1.2 Use of Agency Grant. Participant shall be permitted to use the Agency Grant proceeds only for the development of the Project described in the Project Budget for which Low and Moderate Income Housing Asset funds may be used pursuant to Community Redevelopment Law, Health and Safety Code Section 33000, et seq.

2.1.3 Agency Grant Funding Conditions. Notwithstanding any other provision of this Agreement to the contrary, Agency shall have no obligation to disburse any of the Agency Grant proceeds to Participant unless all of the following conditions (collectively the "Funding Conditions") are satisfied or Agency's Contract Officer waives such conditions in its sole and absolute discretion:

(a) *Execution and Delivery of Documents*. Participant shall have executed and delivered to Agency the documents referred to in Section 2.2 of this Agreement.

(b) *Insurance.* Participant has provided to Agency evidence of the insurance required under Section 3.6 of this Agreement.

(c) *No Default.* Participant shall not be in material default of any of its obligations set forth in this Agreement.

In the event that any of the Funding Conditions are not satisfied or waived by Agency on or before the date that is five (5) days after the Effective Date, or such later deadline as may be mutually approved in writing by Agency and Participant in the sole and absolute discretion of each of them, Agency may terminate this Agreement by delivering written notice to Participant.

2.1.4 Disbursement of Agency Grant. Provided Participant is not in default of this Agreement, Agency shall disburse the Agency Grant after the Funding Conditions Satisfaction Date, as set forth below.

(a) Direct funding of Agency Grant funds for the development of the Site shall be made to Participant. Agency Grant funds shall be disbursed upon Agency receipt and approval of documentation from Participant demonstrating that each cost is required for development of the Project.

(b) When Participant desires a disbursement of Agency Grant funds to make a payment for permissible Project expenses in accordance with the terms of this Agreement, Participant shall present to Agency's Contract Officer or designee the following information:

a) an invoice, contract, or similar documentation verifying that the costs for which Participant seeks a disbursement are solely for Project expenses in accordance with the terms of this Agreement;

b) for Agency approved construction activity, appropriate conditional or unconditional lien releases and waivers, including for mechanic's liens, materialman's liens, stop notice claims, and equitable lien claims, with said lien releases and waivers to be in a form reasonably required by Agency's Contract Officer and in conformance with the requirements of California Civil Code Section 8000 et seq.; and

c) any other documentation or evidence that may be reasonably required by Agency.

(c) Notwithstanding the requirements of subparagraph (b) above, in the event that Participant desires to obtain an advance disbursement for work scheduled to be undertaken or work not yet completed (e.g., as a down payment, advance payment, or progress payment), Participant shall present to Agency's Contract Officer or designee all the information set forth in subparagraph (b), except instead of the information set forth in subparagraph (b)(ii), Participant shall provide a contract or other evidence that the contractor or subcontractor performing the work is entitled to an advance payment and Participant has incurred the obligation to make such payment, and a certification from Participant

that the work to be undertaken or already begun conforms to approved plans and permits.

(d) The procedure for Participant's request for disbursements shall be as follows: Upon receipt of all of the documentation required to be received by Agency from Participant pursuant to subparagraph (b) or (c) above, as applicable, Agency's Contract Officer or designee shall, within seven (7) days of receipt of a request and all required supporting documentation, review the information and determine whether the request for disbursement appears proper. In the event Agency's Contract Officer or designee determines that insufficient supporting documentation has been submitted with the reimbursement request or that the request will not be approved, Agency shall promptly notify Participant and the parties shall promptly meet and confer in good faith in an effort to resolve the dispute. Payment of a disbursement shall be made by Agency to Participant within fourteen (14) days after Agency has approved a payment request.

2.2 Execution and Recordation of Documents. No later than seven (7) days prior to the anticipated Funding Conditions Satisfaction Date, Participant shall deliver to Agency the following documents: (a) the Regulatory Agreement, executed and acknowledged by Participant. Within seven (7) days after the Funding Conditions Satisfaction Date and prior to Agency's disbursement of any Agency Grant proceeds to Participant, Agency shall execute the Regulatory Agreement and shall cause the Regulatory Agreement to be recorded in the Official Records of Los Angeles County, California.

2.3 Financing; Subordination. Mortgages, deeds of trust, and other similar forms of financing shall be permitted for the Project, but only for the purpose of securing loans of funds to be used for financing the eligible Project costs. Participant shall not enter into any such security conveyance for financing purposes without the prior written consent of Agency's Contract Officer, which consent shall not be unreasonably withheld. The Executive Director or his/her designee shall have the authority on behalf of Agency to execute subordination agreements in such form as reasonably approved by Agency's Contract Officer and Agency's legal counsel to subordinate the Regulatory Agreement to the lien of financing for loans obtained by Participant for the development of the Project Site. The subordination agreements shall be reasonably designed to protect the Agency's investment in the event of a default by providing for rights of notice and opportunities to cure and other rights protective of Agency's interest.

3. DEVELOPMENT OF THE PROJECT SITE.

3.1 Scope of Development.

3.1.1 Project Development Requirements. Within the time set forth in the Schedule of Performance, Participant shall submit to Agency for review and approval a complete list of required construction of improvements to the Site, and related projected costs. Agency shall exercise reasonable diligence to complete its review of the list within the time set forth in the Schedule of Performance. Any disapproval shall be in writing and shall state the reasons therefore. Upon receipt of a disapproval, Participant shall act promptly to revise or correct the proposed repair list as necessary to conform to Agency requirements. The same procedures and requirements shall apply to subsequent submittals and reviews until the repair list is finally

approved by Agency. Once approved, no substantial changes shall be permitted without prior written approval of Agency.

3.1.2 Other Governmental Permits. Before commencement of the construction or other work on the Site or such earlier period of time as provided for herein, Participant shall secure or cause to be secured any and all permits and approvals which may be required by the City of Paramount, or any other governmental agency having jurisdiction over the Site and the Project.

3.2 Schedule of Performance; Progress Reports. Participant shall begin and complete construction of the Project within the times set forth in the Schedule of Performance. Once construction is commenced, it shall be continuously and diligently pursued to completion, and shall not be abandoned for more than five (5) consecutive days, except when due to causes beyond the control and without the fault of Participant, as set forth in Section 6.3 of this Agreement. During the course of the development, Participant shall provide to Agency monthly written reports on the progress of construction until all repairs are completed.

3.3 Compliance with Permits and Laws. Participant shall carry out the rehabilitation of the Project in conformity with all applicable laws, regulations, and rules of governmental agencies having jurisdiction, including without limitation all applicable federal and state fair labor standards, including the payment of prevailing wages, as applicable.

3.4 Anti-discrimination. Participant, for itself and its successors and assigns, agrees that Participant will not discriminate against any employee or applicant for employment because of race, color, creed, religion, sex, marital status, ancestry, national origin or disability in connection with activities undertaken pursuant to this Agreement.

3.5 Insurance. Participant, for the term of this Agreement, shall procure and keep in full force and effect or cause to be procured and kept in full force and effect for the mutual benefit of Participant and Agency, and shall provide Agency evidence reasonably acceptable to Agency, insurance policies meeting the minimum requirements set forth below:

3.5.1 Commercial General Liability insurance with respect to the Property and the operations of or on behalf of Participant, in an amount not less than One Million Dollars ($1,000,000) per occurrence combined single limit including products, completed operations, contractual, bodily injury, personal injury, death and property damage liability per occurrence. Unless otherwise approved in advance by the Agency, the insurance to be provided by Participant may provide for a deductible or self-insured retention of not more than Ten Thousand Dollars ($10,000), with such maximum amount to increase at the same rate as the periodic increases in the minimum amount of total insurance coverage set forth above.

3.5.2 With respect to the improvements and any fixtures and furnishings to be owned by Participant on the Property, insurance against fire, extended coverage, vandalism, and malicious mischief, and such other additional perils, hazards, and risks as now are or may be included in the standard "all risk" form in general use in Los Angeles County, California, with the standard form fire insurance coverage in an amount equal to full actual replacement cost thereof,

as the same may change from time to time. The above insurance policy or policies shall include coverage for earthquakes to the extent generally and commercially available at commercially reasonable rates, if such insurance is generally obtained for rental apartment projects of this size and type in Los Angeles County, California. Agency shall be a loss payee under such policy or policies and such insurance shall contain a replacement cost endorsement.

3.5.3 All policies of insurance required to be carried by Participant shall meet the following requirements and contain the following endorsements, provisions, or clauses (as applicable):

(a) The policies shall be written by responsible and solvent insurance companies licensed in the State of California and having policyholders' rating of A or better, in the most recent addition of "Best's Key Rating Guide -- Property and Casualty." A copy of each paid-up policy evidencing such insurance (appropriately authenticated by the insurer) or a certificate of the insurer, certifying that such policy has been issued, providing the coverage required herein, and containing the provisions specified herein, shall be delivered to Agency on or prior to the date of this Agreement, and thereafter, upon renewals, not less than thirty (30) days prior to the expiration of coverage. Agency may, at any time, and from time to time, inspect and/or copy any and all insurance policies required to be procured by Participant hereunder. In no event shall the limits of any policy be considered as limiting the liability of Participant hereunder.

(b) Participant shall transmit a copy of the certificate of insurance and loss payee endorsement to Agency within thirty (30) days of the effective date of this Agreement, and Participant shall annually transmit to Agency a copy of the certificate of insurance and a loss payee endorsement, signed by an authorized agent of the insurance carrier setting forth the general provisions of coverage. Any certificate of insurance must be in a form, content and with companies approved by Agency. The copy of the certificate of insurance and loss payee endorsement shall be transmitted to Agency at the address set forth in Section 37 hereof.

(c) The insurer shall not cancel, terminate or materially alter the coverage provided by such policy in a manner adverse to the interest of the insured without first giving Agency a minimum of thirty (30) days prior written notice by certified mail, return receipt requested.

(d) A waiver by the insurer of any right to subrogation against Agency, and its respective officers, officials, members, employees, agents, and representatives, which arises or might arise by reason of any payment under such policy or policies or by reason of any act or omission of Agency or its respective officers, officials, members, employees, agents, or representatives.

(e) The Agency and its respective officers, officials, members, employees, agents, and representatives shall be named as additional insureds on the Commercial General Liability policies.

(f) Coverage provided by these policies shall be primary and non-contributory to any insurance carried by the Agency or its respective officers, officials, members, employees, agents, or representatives.

3.5.4 Failure to comply with reporting provisions shall not affect coverage provided to Agency and its officers, officials, members, employees, agents, or representatives. Commercial General Liability, Workers' Compensation, and Hazard and Liability Insurance. Participant agrees that the provisions of this Section 3.5 shall not be construed as limiting in any way the extent to which Participant may be held responsible for the payment of damages to any persons or property resulting from Participant's activities or the activities of any person or persons for which Participant is otherwise responsible.

3.6 Rights of Access. For the purpose of assuring compliance with this Agreement, representatives of Agency shall have the reasonable right of access to the Site, without charges or fees, at normal construction hours during the period of the development work for the purposes of this Agreement, including but not limited to the inspection of the work being performed by Participant in rehabilitating the Site. The foregoing right of access shall be in addition to, and shall not limit Agency from exercising, any other rights of access Agency may have in its capacity as a regulatory agency.

3.7 Participant Responsible for Cost of Acquisition and Rehabilitation. Except to the extent Agency has specifically agreed to provide the Agency Grant pursuant to Section 2.1, Participant shall be responsible for all costs of developing the Project, including but not limited to costs incurred for items such as engineering, and environmental remediation; all construction and permit costs, furnishings, fixtures, and equipment for the Site; relocation expenses payable to existing occupants of the Site as applicable; costs for insurance and bonds (as required); costs for financing; costs for any necessary public improvements; and legal fees.

3.8 Approval of Evidence of Financial Capability. Within the time set forth in the Schedule of Performance, Participant shall submit to Agency evidence reasonably satisfactory to Agency that Participant has the financial capability necessary for the development of the Project pursuant to this Agreement. Such evidence of financial capability shall include the following:

3.8.1 a copy of the commitment or commitments obtained by Participant for each source of funds to assist in financing the Project. All copies of commitments submitted by Participant to Agency shall be certified by Participant to be true and correct copies thereof. Each commitment for financing shall be in such form and content acceptable to Agency as reasonably evidences a firm and enforceable commitment, with only those conditions which are standard or typical for the lender involved for similar projects; and

3.8.2 a copy of the maximum price construction contract between Participant and its general contractor for all of the improvements required to be constructed by Participant hereunder, certified by Participant to be a true and correct copy thereof; provided, however, that Agency may accept another equally acceptable alternative form of security in its sole and absolute discretion, rather than requiring the construction contract.

Agency shall complete its review of and shall approve or disapprove Participant's evidence of financial capability within the time set forth in the Schedule of Performance. If Agency shall disapprove such evidence of financing, it shall do so by written notice to Participant stating the reasons for such disapproval. In such event, Participant shall promptly resubmit its evidence of financial capability not less than ten (10) days after receipt of Agency's disapproval.

4. USE OF THE SITE.

Participant and its successors and assigns shall use, operate, and maintain the Site as a rental housing project for extremely low-income households in accordance with the provisions of this Agreement and the Regulatory Agreement. Participant shall not impose or permit to be imposed any restrictions or regulations on the Project or take any other action that would cause the Project to be subject to voter authorization under Article 34 of the California Constitution.

5. DEFAULTS, REMEDIES, AND TERMINATION.

5.1 Defaults-General. Failure or delay by either party to perform any term or provision of this Agreement constitutes a default under this Agreement; provided, however, such party shall not be deemed to be in default if (a) it cures, corrects, or remedies such default within thirty (30) days after receipt of a notice from the other party specifying such failure or delay, or (b) for defaults that cannot reasonably be cured, corrected, or remedied within such time period, if such party commences to cure, correct, or remedy such failure or delay within such time period after receipt of a notice from the other party specifying such failure or delay, and diligently prosecutes such cure, correction or remedy to completion. The injured party shall give written notice of default to the party in default, specifying the default complained of by the injured party. Except as required to protect against further damages, the injured party may not institute proceedings against the party in default until the time for cure, correction, or remedy of a default has expired. Except as otherwise expressly provided in this Agreement, any failure or delay by a party in giving a notice of default or in asserting any of its rights and remedies as to any default shall not constitute a waiver of any default, nor shall it change the time of default, nor shall it deprive such party of its right to institute and maintain any actions or proceedings which it may deem necessary to protect, assert, or enforce any such rights or remedies.

5.2 Institution of Legal Actions. In addition to any other rights or remedies, either party may institute legal action to cure, correct, or remedy any default, to recover damages for any default, or to obtain any other remedy consistent with the purposes of this Agreement. Such legal actions must be instituted and maintained in the Superior Court of the County of Los Angeles, State of California, or in any other appropriate court in that county.

5.3 Applicable Law. The internal laws of the State of California shall govern the interpretation and enforcement of this Agreement.

5.4 Rights and Remedies are Cumulative. Except as otherwise expressly stated in this Agreement, the rights and remedies of the parties are cumulative, and the exercise by either party of one or more of its rights or remedies shall not preclude the exercise by it, at the same or different times, of any other rights or remedies for the same default or any other default by the other party.

5.5 Attorney's Fees. If either party to this Agreement is required to initiate or defend litigation in any way connected with this Agreement, the prevailing party in such litigation, in addition to any other relief which may be granted, whether legal or equitable, shall be entitled to reasonable attorneys' fees from the losing party. If any party to this Agreement is required to initiate or defend litigation with a third party because of the violation of any term or provision of this Agreement by the other party, then the party so litigating shall be entitled to reasonable attorneys' fees from the other party to this Agreement. Attorneys' fees shall include attorney's fees on any appeal, and in addition a party entitled to attorneys' fees shall be entitled to all other reasonable costs for investigating such action, retaining expert witnesses, taking depositions and discovery, and all other necessary costs incurred with respect to such litigation.

5.6 Indemnification. Participant agrees to indemnify, defend, and hold harmless Agency, and its officers, officials, employees, representatives and agents (collectively, the "Indemnitee") from and against any and all claims, causes of action, liabilities, and damages arising out of any acts or omissions of Participant or Participant's officers, employees, contractors, and agents, in the performance under this Agreement and the agreements attached hereto and/or with respect to the Site including the construction of the Project thereon, except to the extent caused by the active negligence or willful misconduct of the Indemnitee. The Indemnitee shall promptly notify Participant of the filing of any such action and cooperate with Participant in the defense thereof (at no cost to Indemnitee).

6. GENERAL PROVISIONS.

6.1 Notices, Demands, and Communications Between the Parties. Formal notices, demands, and communications between Agency and Participant shall be given either by (a) personal service, (b) delivery by reputable document delivery service such as Federal Express that provides a receipt showing date and time of delivery, or (c) mailing in the United States mail, certified mail, postage prepaid, return receipt requested, addressed to:

To Agency:	Successor Agency for the Paramount Redevelopment Agency 16400 Colorado Avenue Paramount, CA 90723 Attn: Executive Director
To Participant:	[Insert Participant Name] [Insert Participant Address] Attn: [Participant Contact]

Notices personally delivered or delivered by document delivery service shall be deemed effective upon receipt. Notices mailed shall be deemed effective on the second business day following deposit in the United States mail. Such written notices, demands, and communications shall be sent in the same manner to such other addresses as any party may designate in writing.

6.2 Nonliability of Agency Officials and Employees. No member, official, employee, or contractor of Agency shall be personally liable to Participant in the event of any default or breach by Agency or for any amount which may become due to Participant or on any obligations under the terms of this Agreement.

6.3 Enforced Delay; Extension of Times of Performance. In addition to specific

provisions of this Agreement, and except as expressly set forth in this Section 6.3, performance by either party hereunder shall not be deemed to be in default and such party shall be entitled to an extension of time to perform its obligations hereunder where delays in performance are due to causes beyond the control and without the fault of such party, including as applicable: war; insurrection; strikes; lockouts; riots; floods; earthquakes; fires; casualties; supernatural causes; acts of the public enemy; epidemics; quarantine restrictions; freight embargoes; lack of transportation; governmental restrictions or priority; litigation; unusually severe weather; inability to secure necessary labor, materials or tools; delays of any contractor, subcontractor or supplies; acts of the other party; acts or the failure to act of Agency or any other public or governmental agency or entity (except that any act or failure to act of or by Agency shall not excuse performance by Agency). Notwithstanding the foregoing, Participant's inability to secure satisfactory financing, interest rates, and market and economic conditions shall not entitle Participant to an extension of time to perform. An extension of time for any cause permitted under this Section 6.3 shall be limited to the period of the enforced delay and shall commence to run from the time of the commencement of the cause, if notice by the party claiming such extension is sent to the other party within thirty (30) days of knowledge of the commencement of the cause, or if no written notice is sent within thirty (30) days, from the date written notice is sent to the other party.

Times of performance under this Agreement may be extended by mutual written agreement of Agency and Participant. The Contract Officer shall have the authority on behalf of Agency in its sole and absolute discretion to approve extensions of time not to exceed a cumulative total of one hundred eighty (180) days.

6.4 Inspection of Books and Records. Agency shall have the right at all reasonable times to inspect the books and records of Participant pertaining to the Site and the Project as pertinent to the purposes of this Agreement.

6.5 Interpretation. The terms of this Agreement shall be construed in accordance with the meaning of the language used and shall not be construed for or against any party by reason of the authorship of this Agreement or any other rule of construction which might otherwise apply. The Section headings are for purposes of convenience only, and shall not be construed to limit or extend the meaning of this Agreement.

6.6 Entire Agreement, Waivers and Amendments. This Agreement integrates all of the terms and conditions mentioned herein, or incidental hereto, and supersedes all negotiations and previous agreements between the parties with respect to all or any part of the subject matter hereof. All waivers of the provisions of this Agreement must be in writing and signed by the appropriate authorities of the party to be charged, and all amendments and modifications hereto must be in writing and signed by the appropriate authorities of Agency and Participant.

6.7 Severability. If any term, provision, covenant, or condition of this Agreement is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remainder of this Agreement shall not be affected thereby to the extent such remaining provisions are not rendered impractical to perform taking into consideration the purposes of this Agreement. In the event that all or any portion of this Agreement is found to be unenforceable, this Agreement or that portion which is found to be unenforceable shall be deemed to be a statement of intention by the parties; and the parties further agree that in such event, and to the maximum extent permitted

by law, they shall take all steps necessary to comply with such procedures or requirements as may be necessary in order to make valid this Agreement or that portion which is found to be unenforceable.

6.8 Prohibition Against Assignment and Transfer. The qualifications and identity of Participant are of particular concern to Agency. It is because of those qualifications and identity that Agency has provided financial assistance to Participant and entered into this Agreement with Participant. Accordingly, Participant shall not, whether voluntarily, involuntarily, or by operation of law, undergo any significant change in ownership or assign all or any part of this Agreement or any rights hereunder or in the Site or in the Project without the Agency's prior written approval. In considering whether it will grant approval to any assignment by Participant of its interest in the Site and this Agreement or any portion thereof, Agency shall consider factors such as the financial strength and capability of the proposed transferee to perform Participant's obligations hereunder and the proposed assignee's experience and expertise in the planning, financing, and operation of similar projects. No assignment or transfer of Participant's interest in this Agreement or the Site, shall be effective unless and until the proposed assignee and Participant execute and deliver to Agency an assignment and assumption agreement in form satisfactory to the Contract Officer and Agency's legal counsel.

6.9 Third Party Beneficiaries. Notwithstanding any other provision of this Agreement to the contrary nothing herein is intended to create any third party beneficiaries to this Agreement, and no person or entity other than Agency and Participant, and the permitted successors and assigns of each of them, shall be authorized to enforce the provisions of this Agreement.

6.10 Representations and Warranties. Participant and each person executing this Agreement on behalf of Participant represents and warrants that: (a) Participant is a California corporation in good standing and authorized to do business in the State of California and the County of Los Angeles; (b) Participant has all requisite power and authority to carry out its business as now and whenever conducted and to enter into and perform its obligations under this Agreement and the agreements attached to this Agreement; (c) by proper action of Participant, Participant's signatories have been duly authorized to execute and deliver this Agreement; (d) the execution of this Agreement by Participant does not violate any provision of any other agreement to which Participant is a party; and (e) except as may be specifically set forth in this Agreement, no approvals or consents not heretofore obtained by Participant are necessary in connection with the execution of this Agreement by Participant or with the performance by Participant of its obligations hereunder.

6.11 Execution in Counterparts. This Agreement may be executed in counterparts, each of which shall be deemed to be an original, and such counterparts shall constitute one and the same instrument.

6.12 Attachments. This Agreement contains three (3) Attachments, attached hereto and made a part hereof by this reference. Said Attachments are identified as follows:

Attachment Number	Attachment Description

1	Legal Description of Site
2	Schedule of Performance
3	Affordable Housing Grant Agreement and Declaration of Covenants and Restrictions

[signatures on next page]

IN WITNESS WHEREOF, Agency and Participant have entered into this Agreement as of the Effective Date.

"AGENCY"

SUCCESSOR AGENCY FOR THE PARAMOUNT REDEVELOPMENT AGENCY

By:_____
Executive Director

ATTEST:

By:_____
Executive Secretary

APPROVED AS TO FORM:

By:_____
Agency Attorney

"PARTICIPANT'

_____, a
_____

By:_____
Title:_____

By:_____
Title:_____

ATTACHMENT NO. 1

LEGAL DESCRIPTION OF SITE

That certain property located in the City of Paramount, County of Los Angeles, State of California, described as follows:

[Insert Legal Description of Site]

APN: [Insert APN]

ATTACHMENT NO. 2

SCHEDULE OF PERFORMANCE

ITEM OF PERFORMANCE		TIME FOR PERFORMANCE
1.	Participant performs acquisition associated due diligence and enters into escrow for Project Site.	Completed
2.	Agency approves or disapproves Project acquisition and operating proforma.	Completed
3.	Participant submits evidence of financial capacity.	Within 5 days prior to anticipated Funding Conditions Satisfaction Date.
4.	Agency approves (or disapproves) Participant's evidence of financial capability.	Within 3 days after submittal.
5.	Participant submits evidence of insurance	Within 5 days prior to anticipated Funding Conditions Satisfaction Date.
6.	Participant executes and delivers to Agency the Regulatory Agreement.	Within 5 days prior to anticipated Funding Conditions Satisfaction Date.
7.	Funding Conditions are satisfied.	No later than 5 days after the Effective Date.
9.	Agency executes the Regulatory Agreement and records the Regulatory Agreement.	After the Funding Conditions Satisfaction Date.
11.	Participant commences development of the Project.	Within 30 days after the Funding Conditions Satisfaction Date.
12.	Agency disburses Agency Grant proceeds to Participant for eligible expenditures.	As reimbursement for eligible costs as they are incurred and after the Funding Conditions Satisfaction Date.
13.	Participant completes development and obtains Agency approval of final inspection.	Within 6 months after commencement of construction.
14	Participant completes lease-up of two (2) income-restricted independent living units.	Within 3 months after the completion of the Agency approved development.

It is understood that the foregoing Schedule is subject to all of the terms and conditions of the text of the Agreement. The summary of the items of performance in this Schedule is not intended to supersede or modify the more complete description in the text; in the event of any conflict or inconsistency between this Schedule and the text of the Agreement, the text shall

govern. Entries indicating completion of tasks are based on assertions made by Participant, and do not indicate Agency approval of tasks performed. Times of performance under this Agreement may be extended by mutual written agreement of Agency and Participant. The Contract Officer shall have the authority on behalf of Agency to approve extensions of time not to exceed a cumulative total of ninety (90) days.

ATTACHMENT NO. 3

AFFORDABLE HOUSING GRANT AGREEMENT AND DECLARATION OF COVENANTS AND RESTRICTIONS

[Attached]

RECORDING REQUESTED BY

Successor Agency for the Paramount Redevelopment Agency

When Recorded Mail To:

Successor Agency for the Paramount Redevelopment Agency
16400 Colorado Avenue
Paramount, CA 90723
Attn: Executive Director

(Space Above For Recorder's Use)

This Affordable Housing Grant Agreement and Declaration of Covenants and Restrictions is recorded at the request and for the benefit of the Successor Agency for the Paramount Redevelopment Agency and is exempt from the payment of a recording fee pursuant to Government Code Sections 6103 and 27383.

AFFORDABLE HOUSING GRANT AGREEMENT AND DECLARATION OF COVENANTS AND RESTRICTIONS

THIS AFFORDABLE HOUSING GRANT AGREEMENT AND DECLARATION OF COVENANTS AND RESTRICTIONS (the "Agreement") is made as of **[Date], 2021**, by and between **[==========Owner, Vesting==========]** ("Participant") and the SUCCESSOR AGENCY FOR THE PARAMOUNT REDEVELOPMENT AGENCY, (the "Agency").

RECITALS

A. Participant desires to develop a twenty (20) unit assisted living facility containing two (2) independent living units to be rented affordably on residential property located at **[Address], Paramount, California, [Zip]** and as such real property is more particularly described in Exhibit "A" attached hereto and incorporated herein (the "Property").

B. Participant is the owner of the Property and has agreed to accept Agency grant funds for the improvements in exchange for providing affordable housing.

C. Under the terms of the Agreement, the Agency will financially assist in the development of the Property with funds from the Agency's Low and Moderate Income Housing Asset Fund. The purpose of such assistance is to increase, improve and preserve low- and moderate-income housing available at affordable housing cost within the territorial jurisdiction of Agency in accordance with Community Redevelopment Law, Health and Safety Code Section 33000, *et seq*.

D. Agency and Participant desire to place restrictions upon the use and operation of the Property to ensure that two (2) units within the Property are made continuously available as affordable rental housing for a period of fifty-five (55) years. Said units shall be rented to persons or households of Extremely-low income at an Affordable Housing Cost.

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E. The parties further intend that the Participant, in exchange for the Agency making a grant to the Participant, shall hold, sell, and convey Participant's interest in the Property subject to the covenants, conditions, restrictions and reservations set forth in this Agreement and that the Agency shall have the right and power to enforce the covenants, conditions, restrictions, and reservations as provided herein.

NOW, THEREFORE, for good and valuable consideration, the Participant and Agency declare, covenant and agree, by and for themselves, their heirs, executors, administrators and assigns, and all persons claiming under or through them, that Participant's interest in the Property shall be held, transferred, encumbered, used, sold, conveyed, leased and occupied, subject to the covenants and restrictions hereinafter set forth, and are established expressly and exclusively for the use and benefit of the Property, and agree as follows:

1. Definitions

"Affordability Period" means that period of time commencing upon the Date of this Agreement and terminating on the fifty-fifth (55^{th}) anniversary of such date.

"Affordable Housing Cost" means the rental rate shall not result in a Monthly Housing Cost which exceeds the product of thirty percent (30%) times thirty percent (30%) of the Los Angeles County median income adjusted for a household size appropriate for the Property.

"Agency" means the Successor Agency for the Paramount Redevelopment Agency, and the Agency's successors and assigns.

"Agency Grant" means the grant from the Agency to the Owner in the original principal amount of Three Hundred Thousand Dollars ($300,000), as provided in Section 2 hereof.

"Agreement" means this Affordable Housing Grant Agreement and Declaration of Covenants and Restrictions.

"City" means the City of Paramount, California.

"County" means the County of Los Angeles, California.

"Date of this Agreement" means the date in the first paragraph of this Agreement.

"Default" means the failure of a party to perform any action or covenant required by this Agreement within the time periods provided herein following notice and opportunity to cure.

"Household size appropriate for the Property" means two persons for a one bedroom unit, three persons for a two bedroom unit, four persons for a three bedroom unit, five persons for a four bedroom unit.

"Legal Description" means the legal description of the Property which is attached hereto as Exhibit "A" and incorporated herein.

"Extremely Low Income Household" means households earning not greater than the maximum annual income for extremely-low income households in Los Angeles County, adjusted for household size, as set forth by regulation of the California Department of Housing and Community Development.

"Monthly Housing Cost" means, for an Extremely Low Income Household renting the Property, all of the following associated with the Property, estimated or known as of the date of the proposed rental of the Property and for the duration of the residency of the tenants of an affordable unit: (i) the monthly rental rate;

and (ii) a reasonable utility allowance. Monthly housing cost of a renter shall be an average of estimated costs for the next twelve (12) month period. The rent payable during such period shall not exceed an affordable rent for a household of a size appropriate to the Property, based upon Los Angeles County median income, applicable to the income group of the tenant, as established pursuant to Health and Safety Code Section 50053.

"Participant" means the person or persons set forth in the first paragraph of this Restriction, and their successors and assigns.

"Property" means that certain real property located at the street address set forth in Recital A and legally described in the Legal Description.

"Restriction" means this Affordable Housing Grant Agreement and Declaration of Covenants and Restrictions.

"Transfer" shall mean any sale, assignment, conveyance, lease or transfer, voluntary or involuntary, of any interest in the Property.

"Transferee" shall mean any natural person or entity who obtains ownership or possessory rights in the Property pursuant to a Transfer.

2. Agency Grant. The Agency will provide an Agency Grant in the amount of $300,000 for the development of the Property.

3. Use of Property. During the term of this Agreement, the Property shall be continuously operated as an 20 unit assisted living facility containing two (2) apartment rental units for independent living that accommodate three (3) people each and shall be continuously occupied or made available for occupancy by households earning less than thirty percent (30%) of the Median Income, adjusted for household size as set forth by regulation of the California Department of Housing and Community Development, as further provided for in Section 5 of this Agreement. Tenants that meet the foregoing requirements are hereinafter referred to as "Eligible Tenants".

4. Residential Use. The two (2) independent living dwelling units in the Property shall be used for residential purposes only, except as may otherwise be allowed by applicable law.

5. Designated Affordable Units. The following represents the "Designated Affordable Units" within the Property subject to the provisions of this Agreement and the respective bedroom count, maximum occupancy, and maximum designated income levels for each respective unit which must be maintained for the duration of the Affordability Period:

[Address], Paramount, California, [Zip] Units Subject to this Affordable Housing Grant Agreement			
Unit Number	**Bedroom Count**	**Maximum Occupancy** **(Household Size)**	**Maximum Designated** **Household Income Level**

1	1	3	Extremely Low
2	1	3	Extremely Low

Except as expressly provided herein, throughout the term of this Agreement, the Designated Affordable Units shall be continuously occupied, or held vacant and available for occupancy by Eligible Tenants.

6. Rental Rates. Participant hereby agrees that the monthly rent to be paid by the Eligible Tenants shall not exceed the Affordable Monthly Housing Cost for each Designated Affordable Unit. The monthly rent shall be calculated to reflect consideration of utility allowances and conform to the following Affordable Monthly Housing Cost standards:

(a) if the household is an Extremely Low Income Household, the rental rate shall not result in a Monthly Housing Cost which exceeds the product of thirty percent (30%) times thirty percent (30%) of the Los Angeles County median income adjusted for a household size appropriate for the Property.

7. Occupancy by Eligible Tenant. Designated Affordable Units occupied by tenants who qualified as Eligible Tenants at the commencement of the occupancy shall be treated as occupied by an Eligible Tenant at such income level until a re-certification of such Eligible Tenant's income in accordance with Section 9 below demonstrates that such tenant no longer qualifies as an Eligible Tenant at that income level. A unit previously occupied by an Eligible Tenant and then vacated shall be considered occupied by an Eligible Tenant until the unit is reoccupied, provided Participant uses its commercially reasonable efforts to re-lease the vacant unit to an Eligible Tenant. For purposes of this Agreement, "reasonable efforts to re-lease" a unit shall mean Participant's performance at its cost, and provision to Agency of evidence of Participant's performance, of all of the following with respect to such unit: (i) notification to the Agency of the available unit; (ii) advertisement of the available unit in a newspaper of general circulation in the City; (iii) contacting and notifying the Los Angeles County Housing Authority in writing of the available unit. Participant agrees to pay for any and all relocation costs that are required to be paid under any applicable federal, state or local laws, rules and regulations arising as a result of Participant's termination of a tenancy pursuant to this Section and shall indemnify, defend, and hold harmless Agency, the City, and its respective officers, officials, members, employees, agents and representatives, from any and all claims, demands and liabilities for relocation benefits that arise therefrom.

8. Income Computation and Certification. Immediately prior to an Eligible Tenant's occupancy of a Designated Affordable Unit, Participant shall obtain an Income Computation and Certification Form in the form attached hereto and incorporated herein as Exhibit "B" from each such Eligible Tenant dated immediately prior to the date of initial occupancy on the Site by such Eligible Tenant. In conjunction with the Income Computation and Certification Form, Participant shall supply copies of rental/lease agreements and corresponding household size and income verification information which are satisfactory to the Agency for the occupants of all Designated Affordable Units. In addition, Participant shall provide such further information as may be reasonably required by the Agency for purposes of verifying a tenant's status as an Eligible Tenant. Participant shall use good faith efforts to verify that the income provided by an applicant is accurate by taking the following steps as a part of the verification process: (i) obtain three (3) consecutive pay stubs for the most recent pay periods; (ii) obtain a written verification of income and employment from the applicant's current employer; (iii) obtain an income verification form from the Social Security Administration, California Department of Social Services, and/or California Employment Development Department if the applicant receives assistance from any of said agencies; (iv) if an applicant is unemployed or did not file a tax return for the previous calendar year, obtain other evidence and/or verification of such applicant's total income received

during the calendar year from any source, taxable or nontaxable, or such other information as is satisfactory to the Agency. Participant shall maintain in its records each Income Computation and Certification Form obtained pursuant to this section for a minimum of five (5) years. Each tenant lease shall contain a provision to the effect that Participant has relied on the income certification and supporting information supplied by the tenant in determining qualification for occupancy of the unit, and that any material misstatement in such certification (whether or not intentional) will be cause for immediate termination of such lease. Each lease will also contain a provision that failure to cooperate with the annual recertification process reasonably instituted by the Participant hereunder may, at the option of the Participant, disqualify the Eligible Tenant as such and may provide grounds for termination of the lease.

9. Recertification. Within sixty (60) days prior to the first anniversary date of the occupancy of a Designated Affordable Unit by an Eligible Tenant, and on each anniversary date thereafter, Participant shall recertify the income of such Eligible Tenant by using reasonable efforts to obtain a completed Income Computation and Certification based upon the current income of each occupant of each Designated Affordable Unit. In the event the recertification demonstrates that such household's income exceeds the income at which such household would qualify as an Eligible Tenant, such household will no longer qualify as an Eligible Tenant and Participant shall notify the Agency and rent the next available unit of comparable size to one or more Eligible Tenants.

10. Preference to Eligible Tenants. All Designated Affordable Units will be available for rental in accordance with the terms of this Agreement, and the Participant shall not give preference to any particular class or group in renting the Designated Affordable Units in the Property, except to the extent that the units are required to be leased or rented to Eligible Tenants and except as provided in Section 11 below.

11. Rental Priority. During the term of this Agreement, Participant shall use its reasonable commercial efforts to lease Designated Affordable Units to credit-worthy Eligible Tenants in the following order of priority: (i) displaced persons entitled to a preference pursuant to California Health and Safety Code Section 33411.3 or successor statute; and (ii) other persons meeting the eligibility requirements of this Agreement. Participant shall, and Agency may, maintain a list (the "Housing List") of persons who have notified Participant and/or Agency of their desire to rent a unit on the Site and who have incomes which would qualify them as an Eligible Tenant, and Participant shall offer to rent units on the above-referenced priority basis. Should multiple tenants be equally eligible (as to income, credit history, and other nondiscriminatory criteria) and qualified to rent a unit, Participant shall rent available units to Eligible Tenants on a first-come, first-served basis.

12. Sale or Transfer of Property. The Participant covenants that Participant shall not transfer Participant's interest in the Property or any portion thereof, except as provided in this Agreement.

13. Agency Approval of Transfer Required. Participant shall not transfer Participant's interest in the Property or any of Participant's rights hereunder, or any interest in the Property or in the improvements thereon, directly or indirectly, voluntarily or by operation of law, without the prior written approval of Agency, and if so purported to be transferred, the same shall be null and void. In considering whether it will grant approval of any transfer by Participant, Agency shall consider factors such as (i) whether the completion of the rehabilitation of the Property is jeopardized; (ii) the financial credit, strength, and capability of the proposed transferee to perform Participant's obligations hereunder; and (iii) the proposed transferee's experience and expertise in the planning, financing, ownership, and operation of similar properties.

Except as provided herein, in the absence of specific written agreement by Agency, no transfer by Participant of all or any portion of its interest in the Property shall be deemed to relieve it or any successor party from any

obligations under this Agreement. In addition, no attempted transfer of any of Participant's obligations hereunder shall be effective unless and until the successor party executes and delivers to Agency an assumption agreement in a form approved by the Agency assuming such obligations.

14. Hypothecation. Notwithstanding the foregoing limitation on transfers, the Agency hereby acknowledges that Participant shall be permitted to hypothecate its interest in the Property without Agency's prior written consent and any transfer or conveyance made pursuant to any such hypothecation is hereby expressly approved by the Agency and Agency hereby agrees that, in connection with any such hypothecation, Agency shall execute and deliver a subordination agreement, on a form acceptable to Agency, in its reasonable discretion, and any and all applicable lenders, subordinating the provisions of this Agreement to any and all such future financing.

15. Events of Default. Failure or delay by either party to perform any term or provision of this Agreement which is not cured within thirty (30) days after receipt of notice from the other party constitutes a default under this Agreement; provided, however, if such default is of the nature requiring more than thirty (30) days to cure, the defaulting party shall avoid default hereunder by commencing to cure within such thirty (30) day period, and thereafter diligently pursuing such cure to completion. The party who so fails or delays must immediately commence to cure, correct or remedy such failure or delay, and shall complete such cure, correction or remedy with diligence. The injured party shall give written notice of default to the party in default, specifying the default complained of by the injured party. Except as required to protect against further damages, the injured party may not institute proceedings against the party in default until thirty (30) days after giving such notice. Failure or delay in giving such notice shall not constitute a waiver of any default, nor shall it change the time of default.

If Participant has failed to commence to cure such default within said thirty (30) days and diligently prosecute said cure to completion, then Agency shall declare an "Event of Default" to have occurred hereunder, and, at its option, may by mandamus or other suit, action or proceeding at law or in equity, require the Participant to perform its obligations and covenants hereunder or enjoin any acts or things which may be unlawful or in violation of this Agreement.

16. Rights are Cumulative. Except as otherwise expressly stated in this Agreement, the rights and remedies of the parties are cumulative, and the exercise by any party of one or more of its rights or remedies shall not preclude the exercise by it, at the same or different times, of any other rights or remedies for the same default or any other default by another party.

17. Compliance With Laws. Participant shall comply with (i) all ordinances, regulations and standards of the Agency, City, any regional governmental entity, State of California, and federal government applicable to the Property; (ii) all rules and regulations of any assessment district of the City with jurisdiction over the Property; and (iii) all applicable labor standards of California law and federal law.

18. Environmental Matters. For the purposes of this Agreement, unless the context otherwise specifies or requires, the following terms shall have the meanings herein specified:

a. The term "Hazardous Materials" shall mean any substance, material, or waste which is or becomes regulated by any local governmental authority, the County of Orange, the State of California, a regional governmental authority, or the United States Government, including, but not limited to, any material or substance which is (i) defined as a "hazardous waste," "extremely hazardous waste," or "restricted hazardous waste" under Section 25115, 25117 or 25122.7, or listed pursuant to Section 25140 of the California Health and Safety Code, Division 20, Chapter 6.5 (Hazardous Waste Control Law)), (ii) defined as a "hazardous substance" under Section 25316 of the California Health and Safety

Code, Division 20, Chapter 6.8 (Carpenter-Presley-Tanner Hazardous Substance Account Act), (iii) defined as a "hazardous material," "hazardous substance," or "hazardous waste" under Section 25501 of the California Health and Safety Code, Division 20, Chapter 6.95 (Hazardous Materials Release Response Plans and Inventory), (iv) defined as a "hazardous substance" under Section 25281 of the California Health and Safety Code, Division 20, Chapter 6.7 (Underground Storage of Hazardous Substances), (v) petroleum, (vi) friable asbestos, (vii) polychlorinated biphenyls, (viii) listed under Article 9 or defined as "hazardous" or "extremely hazardous" pursuant to Article 11 of Title 22 of the California Administrative Code, Division 4, Chapter 20, (ix) designated as "hazardous substances" pursuant to Section 311 of the Clean Water Act (33 U.S.C. 1317), (x) defined as a "hazardous waste" pursuant to Section 1004 of the Resource Conservation and Recovery Act, 42 U.S.C. 6901 et seq. (42 U.S.C. 6903) or (xi) defined as "hazardous substances" pursuant to Section 101 of the Comprehensive Environmental Response, Compensation, and Liability Act, 42 U.S.C. 9601 et seq.

b. The term "Hazardous Materials Contamination" shall mean the contamination (whether presently existing or hereafter occurring) of the improvements, facilities, soil, groundwater, air or other elements on, in or of the Property by Hazardous Materials, or the contamination of the buildings, facilities, soil, groundwater, air or other elements on, in or of any other property as a result of Hazardous Materials at any time emanating from the Property.

c. The term "Governmental Requirements" shall mean all past, present and future laws, ordinances, statutes, codes, rules, regulations, orders and decrees of the United States, the state, the county, the City, or any other political subdivision in which the Property is located, and any other state, county, city, political subdivision, agency, instrumentality or other entity exercising jurisdiction over the Property.

19. Environmental Indemnity. Participant shall save, protect, defend, indemnify and hold harmless the Agency and its respective officers, officials, members. employees, agents, and representatives from and against any and all liabilities, suits, actions, claims, demands, penalties, damages (including, without limitation, penalties, fines and monetary sanctions), losses, costs or expenses (including, without limitation, consultants' fees, investigation and laboratory fees, reasonable attorneys' fees and remedial and response costs) (the foregoing are hereinafter collectively referred to as "Liabilities") which may now or in the future be incurred or suffered by Agency or Agency or their respective officers, officials, members, employees, agents, or representatives by reason of, resulting from, in connection with, or existing in any manner whatsoever as a direct or indirect result of: (i) Participant's placement on or under the Property of any Hazardous Materials or Hazardous Materials Contamination on or after the date of this Agreement, (ii) the escape, seepage, leakage, spillage, discharge, emission or release from the Property of any Hazardous Materials or Hazardous Materials Contamination on or after the date of this Agreement, or (iii) any Liabilities incurred under any Governmental Requirements relating to the acts described in the foregoing clauses (i) and (ii); provided, however, that the same shall not apply to acts or omissions following Agency's conduct of a foreclosure sale or acceptance of a deed in lieu thereof.

20. Duty to Prevent Hazardous Material Contamination. Participant shall take commercially reasonable action to prevent the release of any Hazardous Materials into the environment. Such precautions shall include compliance with all Governmental Requirements with respect to Hazardous Materials. In addition, Participant shall install and utilize such equipment and implement and adhere to such procedures as are consistent with the standards generally applied by apartment complexes in Los Angeles County, California as respects the disclosure, storage, use, removal, and disposal of Hazardous Materials.

21. Obligation of Participant to Remediate Premises. Notwithstanding the obligation of Participant to indemnify Agency, and its respective officers, officials, members, employees, agents, and representatives, Participant shall, at its sole cost and expense, promptly take: (i) all actions required by any federal, state, regional, or local governmental agency or political subdivision or any Governmental Requirements and (ii) all actions necessary to make full economic use of the Property for the purposes contemplated by this Agreement, which requirements or necessity arise from the presence upon, about or beneath the Property, of any Hazardous Materials or Hazardous Materials Contamination for which Participant is responsible. Such actions shall include, but not be limited to, the investigation of the environmental condition of the Property, the preparation of any feasibility studies or reports and the performance of any cleanup, remedial, removal or restoration work.

22. Environmental Inquiries. Participant, when it has received any notices of violation, notices to comply, citations, inquiries, clean-up or abatement orders, or cease and desist orders related to Hazardous Materials or Hazardous Materials Contamination, or when Participant is required to report to any governmental agency any violation or potential violation of any Governmental Requirement pertaining to Hazardous Materials or Hazardous Materials Contamination, shall concurrently notify Agency, and provide to Agency a copy or copies, of the environmental permits, disclosures, applications, entitlements or inquiries relating to the Property, the notices of violation, notices to comply, citations, inquiries, clean-up or abatement orders, cease and desist orders, reports filed pursuant to self-reporting requirements, and reports filed or applications made pursuant to any Governmental Requirement relating to Hazardous Materials and underground tanks, and Participant shall report to the Executive Director, as soon as possible after each incident, any unusual, potentially important incidents.

In the event of a responsible release of any Hazardous Materials into the environment, Participant shall, as soon as possible after it becomes aware of the release, furnish to the Agency a copy of any and all reports relating thereto and copies of all correspondence with governmental agencies relating to the release. Upon request of the Agency, Participant shall furnish to the Agency a copy or copies of any and all other environmental entitlements or inquiries relating to or affecting the Property including, but not limited to, all permit applications, permits and reports including, without limitation, those reports and other matters which may be characterized as confidential.

23. **Maintenance of Property.** Participant shall maintain the improvements and landscaping on the Property in a manner consistent with community standards which will uphold the value of the Property, in accordance with the Paramount Municipal Code, and in accordance with the covenants, conditions and restrictions which are recorded with respect to the Property.

24. Occupancy Standards. The maximum occupancy of the Property shall not exceed the maximum occupancy allowed by the stricter of applicable state law or the Paramount Municipal Code.

25. Indemnification. Participant agrees for itself and its successors and assigns to indemnify, defend, and hold harmless Agency and its respective officers, officials, members, employees, agents, representatives, and volunteers from and against any loss, liability, claim, or judgment relating in any manner to the Property or this Agreement excepting only any such loss, liability, claim, or judgment arising out of the intentional wrongdoing or gross negligence of the Agency or its respective officers, officials, members, employees, agents, or representatives. No officer, official, member, employee, agent, or representative of the Agency or City shall be personally liable to Participant, or any successor in interest, in the event of any default or breach by Agency or for any amount which may become due to Participant or successor or on any obligations under the terms of this Regulatory Agreement. The Participant shall remain fully obligated for the

payment of taxes, liens and assessments related to the Property. There shall be no reduction in taxes for Participant, nor any transfer of responsibility to Agency to make such payments, by virtue of the Agency Grant.

26. Insurance. Participant, for the term of this Agreement, shall procure and keep in full force and effect or cause to be procured and kept in full force and effect for the mutual benefit of Participant and Agency, and shall provide Agency evidence reasonably acceptable to Agency, insurance policies meeting the minimum requirements set forth below:

a. Commercial General Liability insurance with respect to the Property and the operations of or on behalf of Participant, in an amount not less than One Million Dollars ($1,000,000) per occurrence combined single limit including products, completed operations, contractual, bodily injury, personal injury, death and property damage liability per occurrence. Unless otherwise approved in advance by the Agency, the insurance to be provided by Participant may provide for a deductible or self-insured retention of not more than Ten Thousand Dollars ($10,000), with such maximum amount to increase at the same rate as the periodic increases in the minimum amount of total insurance coverage set forth above.

b. With respect to the improvements and any fixtures and furnishings to be owned by Participant on the Property, insurance against fire, extended coverage, vandalism, and malicious mischief, and such other additional perils, hazards, and risks as now are or may be included in the standard "all risk" form in general use in Los Angeles County, California, with the standard form fire insurance coverage in an amount equal to full actual replacement cost thereof, as the same may change from time to time. The above insurance policy or policies shall include coverage for earthquakes to the extent generally and commercially available at commercially reasonable rates, if such insurance is generally obtained for rental apartment projects of this size and type in Los Angeles County, California. Agency shall be a loss payee under such policy or policies and such insurance shall contain a replacement cost endorsement.

All policies of insurance required to be carried by Participant shall meet the following requirements and contain the following endorsements, provisions, or clauses (as applicable):

a. The policies shall be written by responsible and solvent insurance companies licensed in the State of California and having policyholders' rating of A or better, in the most recent addition of "Best's Key Rating Guide -- Property and Casualty." A copy of each paid-up policy evidencing such insurance (appropriately authenticated by the insurer) or a certificate of the insurer, certifying that such policy has been issued, providing the coverage required herein, and containing the provisions specified herein, shall be delivered to Agency on or prior to the date of this Agreement, and thereafter, upon renewals, not less than thirty (30) days prior to the expiration of coverage. Agency may, at any time, and from time to time, inspect and/or copy any and all insurance policies required to be procured by Participant hereunder. In no event shall the limits of any policy be considered as limiting the liability of Participant hereunder.

b. Participant shall transmit a copy of the certificate of insurance and loss payee endorsement to Agency within thirty (30) days of the effective date of this Agreement, and Participant shall annually transmit to Agency a copy of the certificate of insurance and a loss payee endorsement, signed by an authorized agent of the insurance carrier setting forth the general provisions of coverage. Any certificate of insurance must be in a form, content and with companies approved by Agency. The copy of the certificate of insurance and loss payee endorsement shall be transmitted to Agency at the address set forth in Section 37 hereof.

c. The insurer shall not cancel, terminate or materially alter the coverage provided by such policy in a manner adverse to the interest of the insured without first giving Agency a minimum of thirty (30) days prior written notice by certified mail, return receipt requested.

d. A waiver by the insurer of any right to subrogation against Agency, and its respective officers, officials, members, employees, agents, and representatives, which arises or might arise by reason of any payment under such policy or policies or by reason of any act or omission of Agency or its respective officers, officials, members, employees, agents, or representatives.

e. The Agency and its respective officers, officials, members, employees, agents, and representatives shall be named as additional insureds on the Commercial General Liability policies.

f. Coverage provided by these policies shall be primary and non-contributory to any insurance carried by the Agency or its respective officers, officials, members, employees, agents, or representatives.

g. Failure to comply with reporting provisions shall not affect coverage provided to Agency and its officers, officials, members, employees, agents, or representatives.

27. Non-Waiver. Failure to exercise any right Agency may have or be entitled to, in the event of default hereunder, shall not constitute a waiver of such right or any other right in the event of a subsequent default.

28. Agreement Recordation. Participant agrees and acknowledges that this Agreement shall be recorded with the County Recorder of the County of Los Angeles and shall appear of record with respect to the Property.

29. Covenants to Run With the Land. Participant hereby subjects its interest in the Property to the covenants, reservations and restrictions set forth in this Agreement. The Agency and the Participant hereby declare their express intent that all such covenants, reservations and restrictions shall be deemed covenants running with the land and shall pass to and be binding upon the Participant's successors in title to the Property; provided, however, that on the termination of this Agreement said covenants, reservations and restrictions shall expire, with the exception of the non-discrimination covenants contained in Section 39 herein which shall run in perpetuity. All covenants without regard to technical classification or designation shall be binding for the benefit of the Agency, and such covenants shall run in favor of the Agency for the entire term of this Agreement, without regard to whether the Agency is or remains an owner of any land or interest therein to which such covenants relate. Each and every contract, deed of trust or other instrument hereafter executed covering or conveying the Property or any portion thereof shall conclusively be held to have been executed, delivered and accepted subject to such covenants, reservations and restrictions, regardless of whether such covenants, reservations and restrictions are seat forth in such contract, deed of trust or other instrument.

Agreement Between Participant and Agency. The Participant, in exchange for the Agency granting monies to Participant, hereby agrees to hold, sell and convey the Property subject to the terms of this Agreement. Participant also grants to the Agency the right and power to enforce the terms of this Agreement against the Participant and all persons having any right, title or interest in the Property or any part thereof, their heirs, successive owners and assigns.

30. Agreement Term. This Agreement shall automatically terminate without any further action of the parties fifty-five (55) years from the Date of this Agreement.

31. Further Assurances. The Participant shall execute any further documents consistent with the terms of this Agreement, including documents in recordable form, as Agency shall from time to time find necessary or appropriate to effectuate its purposes in entering into this Agreement and making the Agency Grant.

32. Governing Law. The Participant hereby agrees to comply with all ordinances, rules and regulations of Agency and the City. Nothing in this Agreement is intended to be, nor shall it be deemed to be, a waiver of any City ordinance, rule or regulation. This Agreement shall be governed by the laws of the State of California. Any legal action brought under this Agreement must be instituted in the Superior Court of the County of Los Angeles, State of California, in an appropriate municipal court in that county or in the Federal District Court in the District of California in which Los Angeles County is located.

33. Amendment of Agreement. No modification, rescission, waiver, release or amendment of any provision of this Agreement shall be made except by a written agreement executed by the Participant and Agency and duly recorded in the Office of the Los Angeles County Recorder.

34. Agency May Assign. Agency may, at its option, assign its right to enforce this Agreement to another entity (including the City of Paramount) without obtaining the consent of the Participant or the holder of any Lien.

35. Participant Assignment Prohibited Without Agency Approval. In no event shall Participant assign or transfer any portion of this Agreement without the prior express written consent of Agency, which consent shall be given by Agency only in the event that Agency determines that the assignee or transferee will expressly assume this Agreement by execution of a written assignment document to be provided by Agency.

36. Relationship of Participant and Agency. The relationship of Participant and Agency pursuant to this Agreement shall not be or be construed to be a joint venture, equity venture, partnership, or other relationship.

37. Notices. Any notices, requests or approvals given under this Agreement from one party to another may be personally delivered or deposited with the United States Postal Service for mailing, postage prepaid, registered or certified mail, return receipt requested to the following address:

To Participant: [Name]
[Address]
[City], CA [Zip]

To Agency: Successor Agency for the
Paramount Redevelopment Agency
16400 Colorado Avenue
Paramount, California
Attention: Executive Director

Either party may change its address for notice by giving written notice thereof to the other party. The notice shall be deemed given three (3) business days after the date of mailing, or, if personally delivered, when received.

38. Attorneys' Fees and Costs. In the event that any action is instituted to enforce performance under this Agreement, the parties agree the non-prevailing party shall be responsible for and shall pay all costs and all attorneys' fees incurred by such prevailing party in enforcing this Agreement. Attorney's fees shall

include attorney's fees on any appeal, and in addition a party entitled to attorney's fees shall be entitled to all other reasonable costs for investigating such action, including the conducting of discovery.

39. Nondiscrimination. Participant covenants by and for itself, its successors and assigns, and all persons claiming under or through them that there shall be no discrimination against or segregation of, any person or group of persons on account of race, color, religion, sex, marital status, national origin or ancestry in the sale, lease, sublease, transfer, use, occupancy, tenure or enjoyment of the Property, nor shall Participant itself or any person claiming under or through it, establish or permit any such practice or practices of discrimination or segregation with reference to the selection, location, number, use or occupancy of tenants, lessees, subtenants, sublessees or vendees in the Property.

Participant, its successors and assigns, shall refrain from restricting the rental, sale or lease of the Property on the basis of race, color, religion, sex, marital status, national origin or ancestry of any person. All such deeds, leases or contracts shall contain or be subject to substantially the following nondiscrimination or nonsegregation clauses:

a. In deeds: "The grantee herein covenants by and for himself or herself, his or her heirs, executors, administrators and assigns, and all persons claiming under or through them, that there shall be no discrimination against or segregation of, any person or group of persons on account of race, color, religion, sex, marital status, national origin or ancestry in the sale, lease, sublease, transfer, use, occupancy, tenure or enjoyment of the land herein conveyed, nor shall the grantee himself or herself or any person claiming under or through him or her, establish or permit any such practice or practices of discrimination or segregation with reference to the selection, location, number, use or occupancy of tenants, lessees, subtenants, sublessee or vendees in the land herein conveyed. The foregoing covenants shall run with the land."

b. In leases: "The lessee herein covenants by and for himself or herself, his or her heirs, executors, administrators and assigns, and all persons claiming under or through him or her, and this lease is made and accepted upon and subject to the following conditions:

"There shall be no discrimination against or segregation of any person or group of persons on account of race, color, religion, sex, marital status, ancestry or national origin in the leasing, subleasing, transferring, use, occupancy, tenure or enjoyment of the premises herein leased nor shall the lessee himself or herself, or any person claiming under or through him or her, establish or permit any such practice or practices of discrimination or segregation with reference to the selection, location, number, use or occupancy of tenants, lessees, sublessees, subtenants or vendees in the premises herein leased."

c. In contracts: "There shall be no discrimination against or segregation of, any person or group of persons on account of race, color, religion, sex, marital status, ancestry or national origin, in the sale, lease, sublease, transfer, use, occupancy, tenure or enjoyment of the premises, nor shall the transferee himself or herself or any person claiming under or through him or her, establish or permit any such practice or practices of discrimination or segregation with reference to the selection, location, number, use or occupancy of tenants, lessees, subtenants, sublessee or vendees of the premises."

40. Severability/Waiver Integration/Entire Agreement. This Agreement, together with all attachments hereto, constitutes the entire understanding and agreement of the parties. This Agreement integrates all of the terms and conditions mentioned herein or incidental thereto, and supersedes all prior negotiations, discussions and previous agreements between Agency and the Participant concerning all or any

part of the subject matter of this Agreement. If any provision of this Regulatory Agreement shall be invalid, illegal or unenforceable, the validity, legality and enforceability of the remaining portions hereof shall not in any way be affected or impaired thereby. A waiver by either party of the performance of any covenant or condition herein shall not invalidate this Agreement nor shall it be considered a waiver of any other covenants or conditions, nor shall the delay or forbearance by either party in exercising any remedy or right be considered a waiver of, or an estoppel against, the later exercise of such remedy or right.

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IN WITNESS WHEREOF, the Agency and Participant have executed this Affordable Housing Grant Agreement and Declaration of Covenants and Restrictions by duly authorized representatives on the date first written above.

"AGENCY"

SUCCESSOR AGENCY FOR THE PARAMOUNT REDEVELOPMENT AGENCY

By:_____
Executive Director

ATTEST:

By:_____
Executive Secretary

APPROVED AS TO FORM:

By:_____
Agency Attorney

"PARTICIPANT'

_____, a
_____

By:_____
Title:_____

By:_____
Title:_____

EXHIBIT "A"

LEGAL DESCRIPTION

That certain property located in the City of Paramount, County of Los Angeles, State of California, described as follows:

[Insert Legal Description of Site]

APN: [Insert APN]

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California)
County of _____)

On _____, before me, _____,
(insert name and title of the officer)

Notary Public, personally appeared _____, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature_____ (Seal)

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A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California)

County of _____)

On _____, before me, _____,

(insert name and title of the officer)

Notary Public, personally appeared _____, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature_____ (Seal)

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SEPTEMBER 21, 2021

REPORT

DRAFT RESPONSE/COMMENTS TO WEST SANTA ANA BRANCH TRANSIT CORRIDOR PROJECT ENVIRONMENTAL IMPACT REPORT

MOTION IN ORDER:

PROVIDE DIRECTION ON COMMENTS TO INCLUDE IN THE RESPONSE TO THE WEST SANTA ANA BRANCH TRANSIT CORRIDOR (WSAB) PROJECT ENVIRONMENTAL IMPACT REPORT (EIR) AND RECEIVE AND FILE THIS REPORT.

MOTION:	ROLL CALL VOTE:
MOVED BY: _____	AYES: _____
SECONDED BY: _____	NOES: _____
[ ] APPROVED	ABSENT: _____
[ ] DENIED	ABSTAIN: _____

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PARAMOUNT
THE CITY
Safe, Healthy, and Attractive

AGENDA REPORT

To: Honorable City Council

From: John Moreno, City Manager

By: John Carver, Planning Director

Date: September 21, 2021

Subject: DRAFT RESPONSE/COMMENTS TO WEST SANTA ANA BRANCH TRANSIT CORRIDOR PROJECT ENVIRONMENTAL IMPACT REPORT

This item is a summary of the West Santa Ana Branch Transit Corridor (WSAB) project Environmental Impact Report and the opportunity for the City Council to provide direction on comments to include in the City of Paramount's response letter to LA Metro. Staff has been compiling information for a technical response to the environmental documents for the upcoming light rail project, and feedback this evening will allow for a more developed response reflective of the City Council consensus.

BACKGROUND

In July, two agencies – the Federal Transit Administration of the United States Department of Transportation and the Los Angeles County Metropolitan Transportation Authority (Metro) – jointly issued the Draft Environmental Impact Statement (EIS)/ Environmental Impact Report (EIR) for the WSAB Transit Corridor Project.

As the City Council is aware, the project is intended as a 19-mile light rail transit line from Artesia to Downtown Los Angeles. Within the City, one station is planned as an aerial platform at the northwest corner of Paramount Boulevard and Rosecrans Avenue, and a second station is planned as a transfer station to the C Line (Green) in the center of the 105-Freeway (with most station parking and other amenities within the City of South Gate). Funding for the project is from sales tax of 0.5% on every taxable purchase in Los Angeles County through voter-approved Measure M. There are four alternatives that range in estimated cost from $2.3 billion to $8.8 billion.

The Draft EIS/EIR includes mitigation measures to minimize project impacts. The City will comment on the proposed mitigation measures and request additional mitigations.

Ultimately, following the consideration of comments submitted by public agencies and the general public, a Final EIS/EIR will be developed. Metro Board of Directors will identify the Locally Preferred Alternative (LPA) for adoption. After certification of the Final EIS/EIR, Metro will adopt and approve the LPA for implementation.

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OVERVIEW AND ALTERNATIVES

In an era in which freeways and other larger roadways are no longer feasible, light rail is a substantial public works project that can fulfill a transportation need for a growing population facing greater vehicle commuting delays. As the spending of residents of Paramount and surrounding cities have been paying for transit projects in other areas of the County, the WSAB project finally provides an immediate local return on this taxation. Additionally, younger generations have delayed automobile ownership and have expressed more of a willingness and adaptability to mass transit and other mobility options.

However, the project is complex; disruptive to some property owners, residents, and business owners; and presents issues of noise, vibration, aesthetics, and safety (amongst many others). As there is no doubt that the project will proceed given the voter-mandate and established Metro planning, it is important for Metro to understand the real concerns of the Paramount community and provide the best project possible.

The four project alternatives identified in the EIS/EIR are as follows:

- Alternative 1: Pioneer Station to Los Angeles Union Station (19.3 miles and 11 stations)
- Alternative 2: Pioneer Station to Metro Center (19.3 miles and 12 stations)
- Alternative 3: Pioneer Station to Slauson/A Line (Blue) (14.8 miles and 9 stations) – ***Metro Staff Preferred Alternative***
- Alternative 4: Pioneer Station to I-105/C Line (Green) (6.6 miles and 4 stations)

Additionally, each of the four alternatives includes a maintenance and storage facility (MSF) component. The project narrowed MSF site options down to two possibilities – (1) in Paramount within the Paramount Swap Meet property; and (2) in Bellflower in the Hollywood Sports property near Somerset Boulevard and Lakewood Boulevard.

Following is a map depicting the four alternatives:

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Source: Prepared on behalf of Metro in 2020

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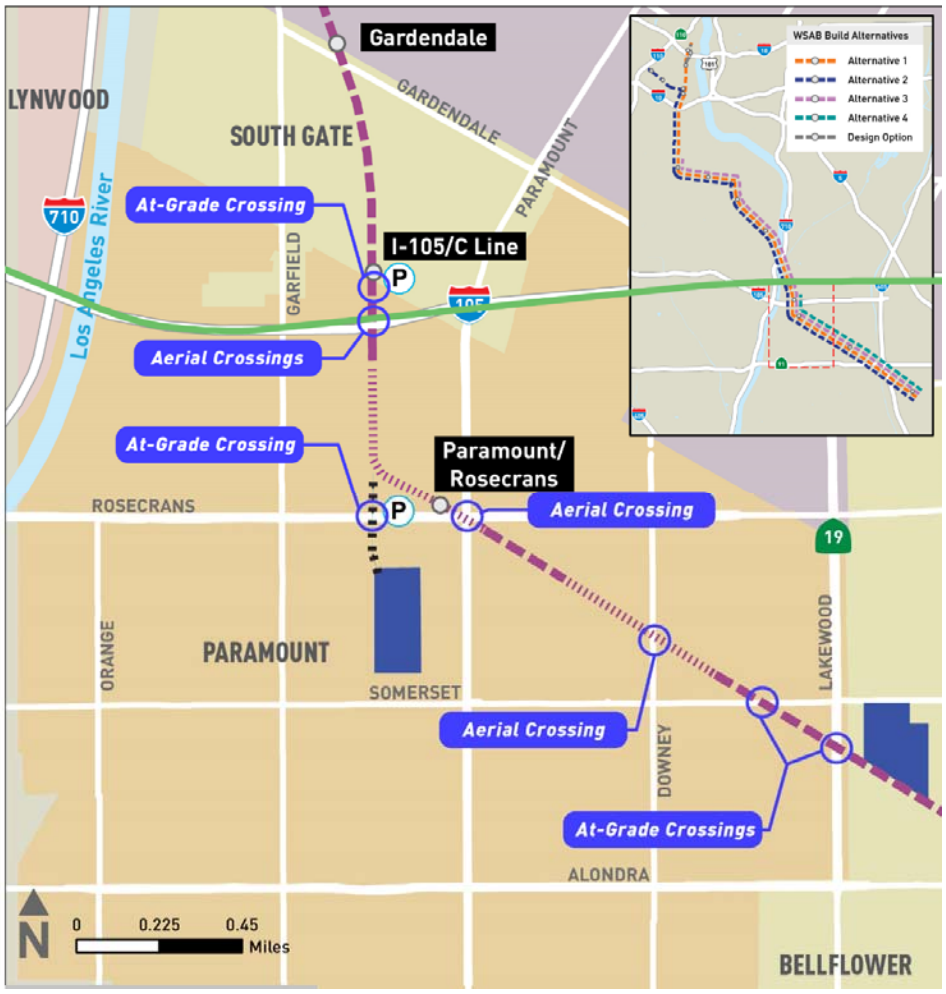
PARAMOUNT ROUTE AND CROSSINGS

Below is a map showing the WSAB route through Paramount and the aerial and at-grade crossings:



ACQUISITIONS

A number of properties are identified for acquisition for the project. Without the Paramount MSF option, the following map indicates with a dot the properties with a partial or complete property acquisition for the project:

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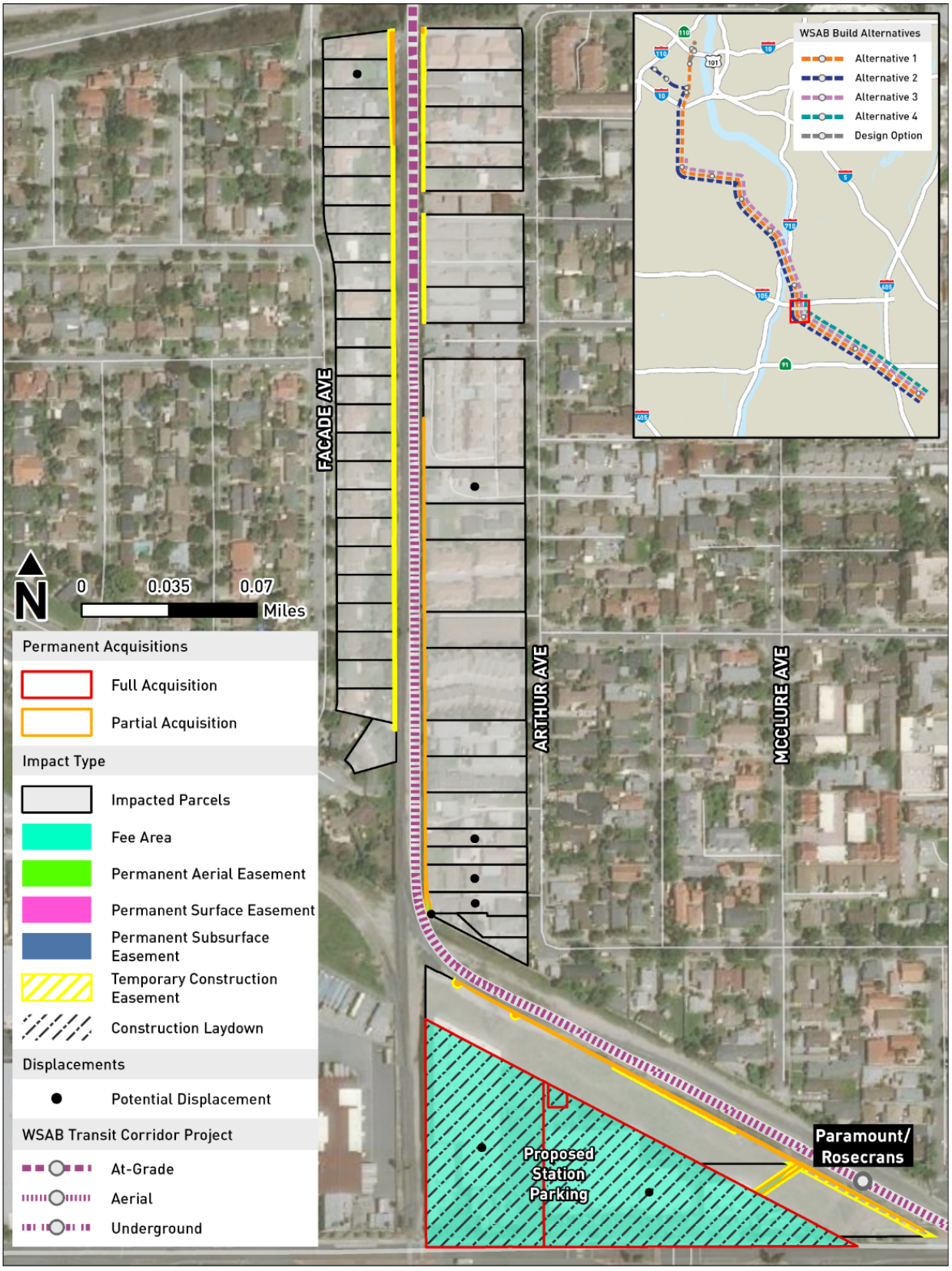
WSAB Build Alternatives
Alternative 1
Alternative 2
Alternative 3
Alternative 4
Design Option
FACADE AVE
ARTHUR AVE
MCCLURE AVE
N
0
0.035
0.07
Miles
Permanent Acquisitions
Full Acquisition
Partial Acquisition
Impact Type
Impacted Parcels
Fee Area
Permanent Aerial Easement
Permanent Surface Easement
Permanent Subsurface Easement
Temporary Construction Easement
Construction Laydown
Displacements
Potential Displacement
WSAB Transit Corridor Project
At-Grade
Aerial
Underground
Proposed Station Parking
Paramount/ Rosecrans

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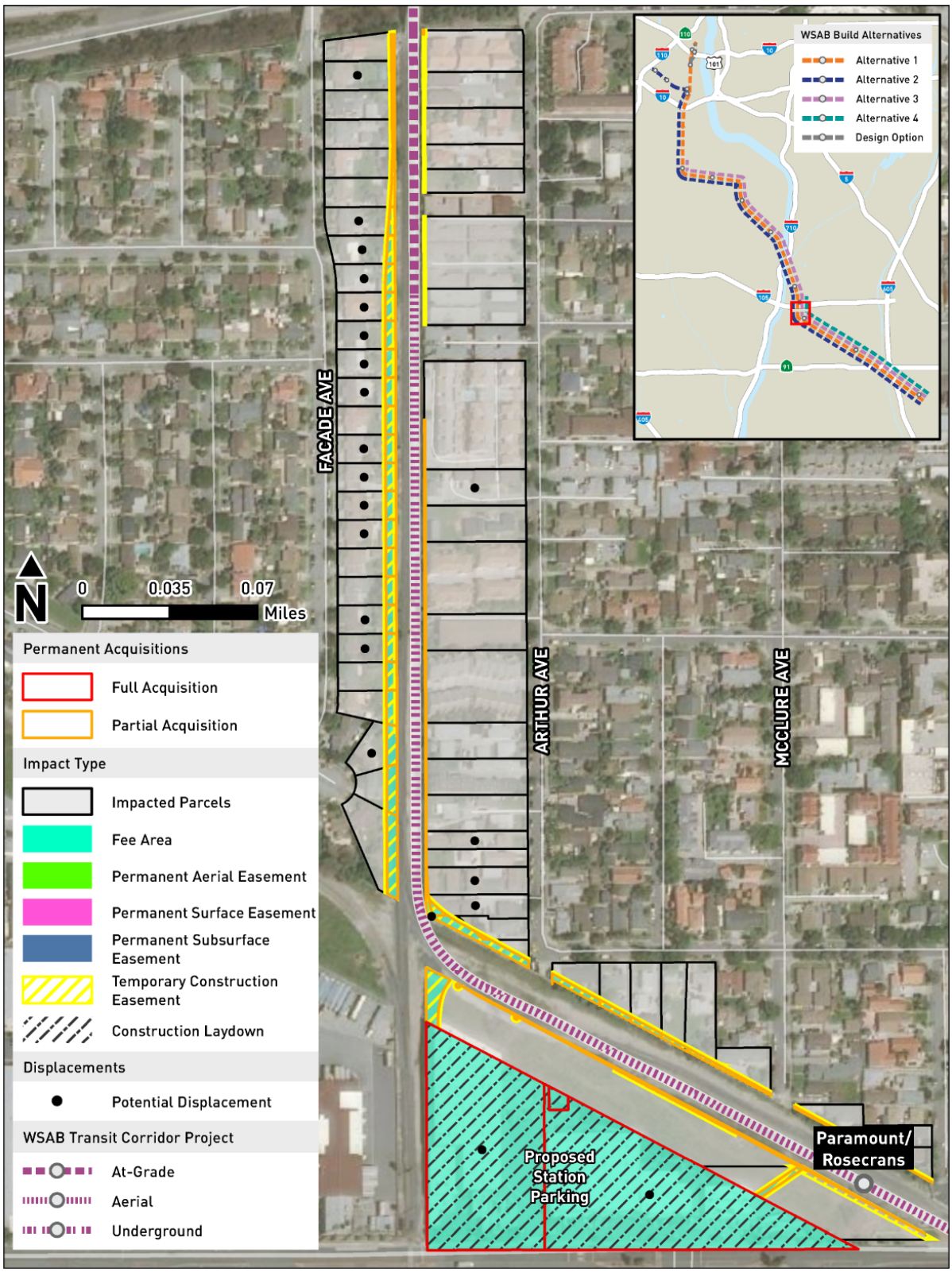
Below is a second version of the previous map. This version is for the option in which the MSF is located in Paramount (not the Bellflower MSF option).



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The draft response to the EIR is attached.

VISION, MISSION, VALUES, AND STRATEGIC OUTCOMES

The City's Vision, Mission, and Values set the standard for the organization; establish priorities, uniformity and guidelines; and provide the framework for policy decisionmaking. The Strategic Outcomes were implemented to provide a pathway to achieving the City's Vision. This item aligns with Strategic Outcomes No. 1: Safe Community; No. 2: Community Health; No. 3: Economic Health; No. 4: Environmental Health; and No. 5: Attractive and Well Maintained City Infrastructure.

RECOMMENDED ACTION

It is recommended that the City Council provide direction on comments to include in the response to the West Santa Ana Branch Transit Corridor (WSAB) project Environmental Impact Report (EIR) and receive and file this report.

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September __, 2021

Subject: Review of the Draft Environmental Impact Statement/Environmental Impact Report (EIS/EIR) for the West Santa Ana Branch (WSAB) Transit Corridor Project.

Thank you for the opportunity for the City of Paramount to respond to the Draft Environmental Impact Statement/Environmental Impact Report (Draft EIS/EIR) for the West Santa Ana Branch (WSAB) Transit Corridor Project. Since the passage of Measure M and the certainty of construction of the project, Paramount has consistently supported the development of Alternative 1 (Los Angeles Union Station to the Pioneer Station). We also look forward to working together with the Los Angeles County Metropolitan Transportation Authority (Metro) and our elected representatives so that we can continue to obtain funding to build this line in an equitable and sustainable manner. In terms of a public vote, communities such as Paramount were some of the strongest supporters of Measures R and M. As much as we support the project, our cities, especially after COVID-19 losses, do not have the financial means to provide Metro's requested 3% local match. We ask that Metro work with the cities on identifying non-city general funds that can recognized as that match.

We have arranged our comments to correspond to the sections included in the Draft EIS/EIR.

Section 1.2.2. Need for the Project

The Draft EIS/EIR indicates that Hawaiian Gardens and Long Beach are included in the study area. We recommend that Figure 1-1, as well as the other related exhibits throughout the document, be corrected to better illustrate the boundaries of the cities and unincorporated areas that comprise the study area.

Section 1.3.1 Study Area Population and Employment

The Draft EIS/EIR cites the high population density of certain cities in the project area. The City of Paramount's population density is 11,260 persons per square mile, which is more than four times than that of the County. The City is also an important employment center within the Gateway Cities as is correctly noted in Exhibit 1-4. The City's employment center is very specialized, well established, and includes aerospace, specialized manufacturing, and other labor-intensive land uses. The daytime population density of Paramount, when including these employment centers, could well exceed those of the other cities noted in the Draft EIS/EIR. This information should be considered in the Draft EIS/EIR.

Section 1.4 Regional Transportation System.

We are concerned that the Draft EIS/EIR (refer to Table 1-3) failed to mention that Paramount Boulevard is a major north-south arterial in the region. What criteria was used

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to identify those arterial roadways summarized in Table 1-3? The rationale for selecting these arterial roadways should be indicated in the Draft EIS/EIR. The format of the EIS/EIR is confusing in that the transportation and traffic-related issues are included under the discussion of the project rather than as a separate environmental issue.

Section 2. Project Alternatives, Maintenance and Storage Facility Locations. Page 2-16.

The Draft EIS/EIR indicated that "to support the Build Alternatives, a single maintenance storage facility (MSF) for rail cars is required. Two optional sites are under consideration: [the] Paramount MSF site option [and the] Bellflower MSF site option." The City of Paramount is strongly **opposed** to the construction and operation of the Paramount MSF option. This alternative would have displacement impacts on a key commercial area of the City. A number of homes (greater than the number in the Bellflower MSF option) would also be displaced. In addition, the MSF's operation would lead to traffic and noise impacts on Rosecrans Boulevard. Finally, the proposed Bellflower MSF option is environmentally superior in that it is located adjacent to the light rail transit (LRT) alignment. We will elaborate on our opposition elsewhere in this letter.

Section 2. Project Alternatives, 105/C Freeway Station. Page 2-32

Figure 2-16 included in the Draft EIS/EIR illustrates the I-105C station layout, though it is very difficult to read and understand. We are concerned that our residents may not fully comprehend all of the key elements of the station's construction and operation. These elements would include the following:

1. The I-105/C Line Station would provide a connection with the Metro C (Green) Line via a new station platform in the Metro C (Green) Line alignment within the I-105 freeway median. The I-105/C Line Station would be located at grade within the rail right-of-way (ROW), north of Century Boulevard within the City of South Gate. This station would consist of two side platforms with access at the north and south ends of the station platform.

2. A pedestrian crossing would be located at the northern end of the station platforms with access to the two proposed parking facilities. Access from the southern end of the platform would be provided via a pedestrian walkway to Century Boulevard. To accommodate the station platforms, the existing freight track would be relocated to the west, which would require the demolition of the existing freight bridge and construction of a new freight bridge. We are concerned about nighttime construction noise and any attendant mitigation. We are also concerned about pedestrian security between the platforms and parking areas.

3. The new station along the existing Metro C (Green) Line would be located within the median of the I-105 freeway within the City of Paramount. The Metro C (Green) Line would be realigned to provide space for the new center platform. This station would be accessed via stairs and/or escalators and elevators from a pedestrian walkway incorporated into the new LRT bridge on the east end and via stairs and

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elevators from Façade Avenue on the west end of Century Boulevard. The City is opposed to the use of stairs and/or escalators at this location.

4. On the south side of the freeway, the pedestrian bridge would connect to a pedestrian walkway between the San Pedro Subdivision ROW and Arthur Avenue to the east. The existing Façade Avenue overpass bridge and the Arthur Avenue pedestrian bridge would also be reconstructed as two-span structures to accommodate both the WSAB and Metro I-105 Express Lanes projects. Security has been an issue for many of the freeway pedestrian bridges, especially bridges of such a length and narrow design, elsewhere in Southern California.

5. Two parking facility sites, totaling approximately 3.7-acres and accommodating up to 326 parking spaces, would be located on the west and east sides of the I-105/C Line Station platforms along the project alignment north of Century Boulevard. The western parking facility is approximately 1.2 acres with vehicle access via Century Boulevard and Center Street. The eastern parking facility is approximately 2.5 acres with vehicle access via two driveways from Industrial Avenue. Pedestrian pathways between the parking facilities and the station platform would be provided from Century Boulevard and from the north end of the platform to the eastern parking facility. We are concerned about the potential displacement impacts associated with the construction of the two parking areas as well as spillover parking. Traffic and parking impacts at this station, as currently planned, would have significant impacts on the adjacent Paramount neighborhood.

In fact, the City would recommend that the I-105-C station be made into a “transfer station” only. In that way, the Façade Avenue Bride would be eliminated. Under this scenario, the Façade Avenue Bridge would be eliminated.

Section 2. Project Alternatives, Paramount/Rosecrans Station. Page 2-33

The Draft EIS/EIR indicates the aerial Paramount/Rosecrans Station would be within the Pacific Electric (PE) ROW northwest of the intersection of Paramount Boulevard and Rosecrans Avenue, as shown in Figure 2-17 of the Draft EIS/EIR. Street-level access would be provided via a pedestrian walkway along the north side of Rosecrans Avenue to an at-grade plaza where two sets of stairs, two sets of escalators, and two sets of elevators would provide access to the boarding platform and parking facility with up to 490 parking spaces would be located southwest of the Paramount/Rosecrans Station adjacent to a utility property. Access to the parking facility would be via two separate driveway connections to Rosecrans Avenue. Pedestrian access between the parking facility and station platform would be via a pedestrian pathway connecting the northern end of the station platform to the eastern corner of the parking facility and the sidewalk along Rosecrans Avenue. The existing at-grade freight tracks would be realigned to the north within the PE ROW to accommodate the station platform and provide access to the World Energy industrial facility based at 14700 Downey Avenue. We are concerned about traffic congestion and pedestrian safety at this station during the peak hour traffic periods. Would there be a potential for queuing onto Rosecrans during the peak traffic periods?

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Section 2. Project Alternatives, Paramount/Rosecrans Station. Exhibit 2-17 Page 2-37

The station parking area needs to be clearly labeled as such so our residents and businesses can clearly understand the location and extent of the proposed Paramount station. Also, please make sure the Final EIS/EIR clearly indicates the proposed relocated freight tracks. The exhibit also is confusing in that it fails to indicate the LRT alignment across Rosecrans Avenue to the proposed Paramount MSF option.

Section 2.5.3 Maintenance and Storage Facilities. Page 2-44 and 2-46

The Paramount MSF site option is a 22-acre rectangular site located in the City of Paramount. The MSF site currently consists of the Paramount Swap Meet, Paramount Drive-in Theatre and its associated parking, and various industrial properties. Vehicular access to the proposed site is currently provided from All America City Way. At full capacity, the MSF would be designed to store up to 80 light rail vehicles (LRVs) and provide over 200 parking spaces for MSF staff. Lead tracks to the MSF site option would enter the site along its western edge approximately 0.3 mile south of the project's mainline track. As we indicated previously, the City of Paramount is strongly opposed to the Paramount MSF option. The Bellflower option is located adjacent to the alignment while the potential Paramount MSF site is located to the south of the alignment approximately 0.3 miles south of the LRT alignment and would require the removal of a number of residences to accommodate the tracks.

We do not agree with the Draft EIR/EIR that the dislocation of the businesses and employees required to accommodate the Paramount MSF option would not be significant. As indicated previously, the Draft EIS/EIR indicated that the swap meet and theater would not likely be able to relocate in the City. The analysis must indicate loss of revenue to the City and how the property owners and employees will be compensated. For example, the Paramount Swap Meet that will be displaced by the proposed Paramount MSF option currently houses more than 700 vendors. These small businesses provide both jobs and sales tax, and many vendors are Paramount residents.

As indicated above, the area that is being considered for the Paramount MSF option includes the existing Paramount swap meet as well as other retail, industrial, and institutional uses. Due to proximity to multiple arterial corridors, the Clearwater East Specific Plan is proposed as a multi-purpose redevelopment district supporting multiple land uses. Specific land use recommendations for the Specific Plan area includes light industrial, office/business park, commercial, and public/quasi-public uses. The area includes the existing Paramount swap meet as well as other retail, industrial, and institutional uses. Due to proximity to multiple arterial corridors, the Clearwater East Specific Plan is proposed as a multi-purpose redevelopment district supporting multiple land uses. Specific land use recommendations for the Specific Plan area include light industrial, office/business park, commercial, and public/quasi-public uses. This development site will play a vital role in the growth and redevelopment of this area of the city. In conjunction with the construction of the proposed Rosecrans/Paramount station, the development looks to enhance a positive image of quality development and an

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increase in daytime population through residential and employment generation development. The intent of the suggested uses is to not only provide new residential options for those traveling to Los Angeles along the Metro light rail line, but to also increase city revenues through property tax and sales tax revenues that will be realized with new development. The proposed uses include the following:

1. Medium Density Residential – 5 acres of attached townhome product. Using a density of 10 dwelling units per acre (DUA). Total of 50 single-family residential units.

2. High Density Residential Area 1 – 4 acres in the northeast corner of the project area. 20 DUA total 80 units of 1 and 2-bedroom apartments. Possible location for affordable senior housing product. City could partner with a developer to assist with providing affordability through tax credits and HUD programs. Additionally, the project should include a like a senior community center or recreational room with activities geared toward seniors.

3. High Density Residential Area 2 – 7-acres in the center or the project area. 25 DUA totaling 210 units or 1, 2, and 3-bedroom apartments. Market rate rental with the possibility of adding a percentage of affordability. Work with a multi-family developer that can assist in providing a percentage of affordability.

The Paramount MSF would eliminate the City's ability to implement the aforementioned Specific Plan. Paramount cannot afford to lose any housing opportunities given its high Regional Housing Needs Assessment (RHNA) numbers and the City's limited amount of developable land.

Section 2.5.4 System Components; Pedestrian Facilities (Tunnels). Page 2-51

The Draft EIS/EIR states that a "pedestrian undercrossing will be constructed at Paramount High School to connect the existing athletic fields at Paramount Park to Paramount High School." No other information is provided regarding this pedestrian undercrossing facility. We are especially concerned about pedestrian safety and security. Any such undercrossing must be of substantial tunnel width with substantial lighting and all possible safety and security measures in place.

Section 2.5.4 System Components; Pedestrian Facilities (Bike Hubs). Page 2-51

The Draft EIS/EIR notes that bike hubs are proposed at station locations. Bike hubs should also include bicycle repair equipment.

Section 2.5.4 System Components; Pedestrian Facilities (Metro Public Art). Page 2-51

The Draft EIS/EIR notes the integration of public art at stations and related transit facilities. The City of Paramount requests the inclusion of engagement with the local

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Paramount community and local arts nonprofits to truly integrate a community-based public art model into the project.

Section 2.5.5 Rail Operating Characteristics. Page 2-52

The Draft EIS/EIR indicates the LRT trains will operate 22 hours a day during the weekday periods from 4:00 AM to 2:00 AM. Headways will range from one train every 2 ½ minutes during the busiest times to one train every 20 minutes during the late night and early morning periods. The City will discuss its concerns related to noise and other attendant impacts during the late evening and early morning hours later in this letter.

Section 2.5.6 Construction Activities. Page 2-56

The Draft EIS/EIR indicates that simultaneous construction may be effective in reducing the overall construction duration. Working hours of construction would vary to meet the type of work being performed and to meet local ordinance restrictions. Nighttime and weekend construction may be required to mitigate potential impacts to the commute period and traffic congestion, and to accommodate construction scheduling for specific work activities. Such nighttime and weekend construction activities may include, but are not limited to, construction within freeway ROW, tunneling operations, trackwork construction, grade separation construction, catenary wire installation, and construction of other cut-and-cover sections. Construction activities are anticipated to occur over the course of approximately six years, commencing in 2022 and ending in 2028. We are requesting the EIS/EIR indicate the timing and during of construction for those project elements located in the City of Paramount. The EIS/EIR needs to indicate the mitigation measures that will be effective in ensuring that classes at nearby schools are not disrupted during construction.

Similarly, as stated in the Draft EIR/S, portions of Paramount include heavy industry. Manufacturing and distributing goods mean there is significant goods movement throughout the street system. The impacts to the movement of goods are not addressed. Changes to the streets, freeway access, and turns all affect the ability of trucks to move through the area and the time it takes for them to travel through the impacted area. There needs to be discussions with these businesses to ensure their needs are met through construction and after. Additionally in Appendix CC, 5-12 it states that one of the consequences of construction will be the relocation of businesses to other parts of Los Angeles County. Businesses thrive in areas where resources and labor are available. Just because there may be buildings that can house a business elsewhere does not mean that business can survive upon relocation. A specific business relocation plan needs to be developed. Loss of businesses means the loss of jobs. This is an especially difficult impact for this environmental justice (EJ) area. Part of the mitigation plan should include local worker hiring and training as well as a plan to utilize local minority business enterprises.

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Section 3.2.4.1 On and Off-Street Parking Analysis. Page 3-10

The Draft EIS/EIR outlines how the proposed project's impacts on off-street parking on private properties were assessed so as to determine whether the loss of these parking spaces would result in an adverse impact. If supply would fall below requirements, an adverse effect would occur. Metro would enter into an agreement with the applicable jurisdiction for the loss of off-street parking spaces associated with governmental institutions (e.g., city offices). In these instances, it is assumed that an agreement would be reached, and no adverse effects would occur. The off-street parking analysis also considered whether excess parking demand at each station would result in increases in traffic circulation, traffic delay, and a corresponding increase in emissions as drivers seek to find available on-street parking. A detailed parking and traffic analysis for the Paramount/Rosecrans station is required.

Section 3.2.4.2 Spillover Parking Analysis. Page 3-10

The Draft EIS/EIR indicated that for those stations without dedicated transit parking, the travel demand model did not include any parking supply and therefore, parking demand was not projected. For these stations, it is assumed that no transit parking would materialize during operation of the project as there would not be a dedicated parking supply. However, an analysis of available on-street parking was conducted around these stations to determine if some parking demand could be accommodated if passengers do attempt to drive to these stations. While this does not apply to the two stations located in Paramount, there was an assumption that on-street parking would be available to make up for any shortfall. The City of Paramount is very concerned about the potential for spillover parking around the two stations within its planning area. Furthermore, we did not find any detailed parking analysis that was referred to in the Draft EIS/EIR.

Section 3.2.4.2 Spillover Parking Analysis. Page 3-10

Table 3.4 identified Rosecrans Avenue as the only major arterial considered in the Draft EIR's traffic analysis. We would also request that Paramount Boulevard be added to this list. This street is important given that the proposed Paramount Station is located nearby, and the alignment crosses this street near Paramount High School.

Section 3. Transportation. Page 3-41

As indicated in Table 3-12, under the future year (2042) no build alternative, the Paramount Boulevard/Bianchi Way intersection would operate at a LOS A and LOS C during the AM and PM peak hour respectively and the Paramount/Rosecrans intersection would operate a LOS E and LOS C during the AM and PM peak hour respectively. According to Table 3-14, under Alternative 2 operational alternative, the Paramount Boulevard/Bianchi Way intersection would operate at a LOS A and LOS A during the AM and PM peak hour respectively and the Paramount/Rosecrans intersection would operate a LOS E and LOS C during the AM and PM peak hour respectively. Clearly, the project would impact this intersection especially with the Paramount MSF option. It appears that

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no mitigation is being recommended at the Paramount/Rosecrans intersection even though some mitigation may be warranted given the level of service impact.

Section 3.4 Transportation MSF Site Option. Page 3-54

The Draft EIS/EIR indicated, as a means to assess potential impacts, traffic volumes from the Paramount MSF site option, a peak hour trip generation rate was first determined from driveway traffic counts at the Metro Division 22 LRT maintenance facility serving the Metro C (Green) Line (at 14724 Aviation Boulevard in Lawndale). The projected traffic to and from the Paramount MSF is 23 vehicle trips in the AM peak hour and 26 vehicle trips in the PM hour. The Draft EIS/EIR stated that, "these values are below LADOT's 2016 Transportation Impact Study Guidelines threshold for new developments (43 vehicle trips during the AM/PM peak hours). Therefore, the effect on traffic would not be adverse. Trains entering and exiting the MSF would have to use the existing at-grade rail crossing on Rosecrans Avenue (between the signalized intersection at Garfield Avenue and Bianchi Way)." According to the Draft EIS/EIR, "the timing and frequency of these crossing events are anticipated to occur during off-peak traffic hours when traffic volumes would be lower. Therefore, these impacts would be substantial." Did the traffic analysis take into account the impacts of the LRTs crossing of Rosecrans Avenue and the attendant blocking of vehicular traffic even during off-peak periods? As stated previously, the Draft EIS/EIR did not include a traffic analysis.

Section 3. Paramount Bike Trail Impact. Page 3-70

The Paramount Bike Trail segment between Somerset Boulevard and Lakewood Boulevard is located within the PE ROW. Segments of the PE ROW extending south from the intersection of Rosecrans Avenue and Paramount Boulevard to Lakewood Boulevard may not have sufficient room to accommodate the alignment of Alternative 1, which may require a realignment of the Paramount Bike Trail. Specifically, under Alternative 1, tracks would be installed along the southwest side of the PE ROW along this segment. To accommodate the track alignment, Alternative 1 would require the removal of an approximately 930-foot-long segment of the existing Paramount Bike Trail between Somerset Boulevard and Lakewood Boulevard. As part of Mitigation Measure LU-1 (Consistency with Bike Plans), as described in Section 4.1.4 of the Land Use Section, this segment of the existing bike trail would be realigned to the north side but within the PE ROW in this area. The relocation of this segment of the Paramount Bike Trail would require users of the bike trail to cross the railroad tracks at Lakewood Boulevard to access the bike trail across the street. Supposedly, segments of the Paramount Bike Trail would be realigned, the bike trail would remain operational and the existing segment east of Lakewood Boulevard would remain. The City is very concerned about the safety of bicyclists and pedestrians, especially during the LRT's busiest periods when headways will be around 2 ½ minutes.

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Section 3. Station Parking Demand. Page 3-81

According to the Draft EIR/EIR, the implementation of both Alternative 1 and 2 would have the same effect on on-street parking. The parking supply for the I-105C station will be 326 spaces while the parking supply for the Paramount/Rosecrans station will be 490 parking spaces. The parking demand for the I-105C station will be 450 spaces while the parking demand for the Paramount/Rosecrans station will be 530 parking spaces. The Draft EIS/EIR indicated that the excess parking demand (it should have indicated this as a *deficiency*) was 124 spaces for the 1-105 station and 40 spaces for the Paramount/Rosecrans station. Station parking would meet the anticipated demand for Alternatives 3 and 4. The City remains very concerned regarding the potential for the spillover parking impacts

Section 3.4.2.6. Design Options (Station Boardings). Page 3-86

The Draft EIS/EIR indicates the anticipated daily boardings for the stations. Under Alternative 1, the I-105C station is projected to have 5,891 daily boardings while the Paramount/Rosecrans station is projected to have 2,320 daily boardings. Under Alternative 2, the I-105C station is projected to have 6,414 daily boardings while the Paramount/Rosecrans station is projected to have 2,400 daily boardings. Given the relatively high number of boardings at these two stations, how can the City be assured that the parking supply will be adequate to meet demand?

Section 3.5 Mitigation Measures. Page 3-86

We are concerned than no mitigation measures or design measures were recommended for Rosecrans Boulevard in the vicinity of the new station. The new station and the new LRT tracks and signals will impact traffic on both Rosecrans Boulevard and Paramount Boulevard. The City was surprised that no mitigation was included in the Draft EIS/EIR.

Section 4. Affected Environment and Environmental Consequences. Mitigation for Land Use Consistency. Page 4-22

The Draft EIS/EIR indicates that Mitigation Measure LU-1 would ensure that the Lead Agency “would continue to coordinate with jurisdictions and local agencies to minimize the preemption of future development, goals, and plans within each jurisdiction. As part of this effort, Metro, as appropriate, would support [the] preparation of amended language for each affected bicycle plan demonstrating that planned bicycle facilities could still achieve an individual city’s mobility and connectivity goals. However, because the process to amend bike plans is a local process, including public participation, the ultimate outcome and resolution of plan elements cannot be predicted. Therefore, after mitigation, adverse effects would remain for Alternative 1 related to consistency with local land use plans.” This statement is very confusing and seems to imply that the mitigation would be ineffective. Furthermore, it clearly is deferring mitigation. If the project is impacting the bike trail, this impact must be clearly addressed.

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Section 4. Affected Environment and Environmental Consequences. Land Use Consistency. Page 4-28

We do not agree with the Draft EIS/EIR's statement "that the Paramount MSF option would not result in adverse effects related to consistency with local land use plans, policies, and regulations." This area that has been identified for the proposed MSF facility is the only drive-in theater and movie theater complex in the area and the entire area is designated for commercial and industrial uses. This is one more reason the City of Paramount cannot support the Paramount MSF option.

Section 4. Affected Environment and Environmental Consequences. Land Use Consistency. Page 4-40

The Draft EIS/EIR indicates the proposed parking facility at the I-105/C Line Station in South Gate "would further improve access to the regional transportation system as residents in the surrounding area would have access to both the proposed transit line and the Metro C (Green) Line. At this station, the Project would construct a new Metro C (Green) Line Station platform within the median of the I-105 freeway. While some of the proposed parking facilities are located adjacent to residential neighborhoods, none of the proposed facilities would impede access and mobility of motorists, pedestrians, and bicyclists to residential neighborhoods and community assets. Rather, regional and local access to and from these communities would increase." The Draft EIS/EIR lacks sufficient detail regarding potential displacement impacts to private property at either station to accommodate the proposed parking areas. The traffic impacts associated with this station's operation would significantly impact this neighborhood.

Section 4. Affected Environment and Environmental Consequences. Land Use Displacement. Page 4-49, Table 4.2.4

Table 4.2.4 in the Draft EIS/EIR indicates there would be a "partial" dislocation of 4 multiple-family units related to the various factors related to the realignment. The nature of this dislocation is only summarized in a small box in the above referenced table. The City requests that an exhibit be provided in the Draft EIS/EIS (not an Appendix) that clearly indicates the location and extent of the potential property dislocation, including the commercial property.

Housing is a critical issue for the City of Paramount, and the City cannot afford to lose a single residence. Where it is necessary to acquire residential property to construct this transit line, it is also critical to recognize these lost housing units cannot just be lost. One cannot agree with the statement on 4-35 that there is "there is sufficient replacement housing" in the county. Additionally, Section 4.3 also states the number of occupants incorrectly. The density of individual's living in this area is the highest in the county. Due to the cost of housing, there often is more than one family living in a single-family residence. The housing lost should be replaced by comparable affordable housing. Housing that loses its backyards may be able to exist, pending on the amount of space lost, but that is also open space. These communities are park poor. Removing the

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backyards further impacts the requirement for open space. Similarly, removing trees that help create neighborhoods changes its character. Several of the cities have been working hard to plant trees to improve their communities and improve air quality. It is recommended that each tree removed be replaced with two mature trees. It is important for the communities and will help mitigate the corridor's impact on the environment.

Section 4.2.3.7. Maintenance and Storage facility Site Options. Page 4-59.

The Draft EIS/EIR correctly points out that Our Lady of the Rosary Church and School adjoins the proposed Paramount MSF site to the east, with Paramount Park, Paramount Park Middle School, and Paramount High School located farther east along Paramount Boulevard. Security barriers would be installed along the perimeter of the site, which would not create a physical barrier to an established community because the barrier would be around the perimeter of the site only and would not obstruct or close public street rights-of-way. These barriers are designed to obstruct vehicular traffic and would do nothing to protect these sensitive receptors from toxic airborne emissions and noise impacts associated with the railyard activities.

Section 4.2.3.7. Maintenance and Storage facility Site Options. Page 4-59.

The City of Paramount is in strong disagreement with the statement that "the Paramount MSF site option would not adversely affect the visual character of the surrounding area and would not result in adverse noise effects at the surrounding uses. The Paramount MSF site option would be consistent with the industrial and commercial uses on the site and in the surrounding area." This is a conclusionary statement that is not based on fact. The City has objected to the Paramount MSF option from the very beginning.

Section 4.3.3. Environmental Consequences/Environmental Impacts. Table 4.3.1 Page 4-66.

Table 4.3.1 included in the Draft EIS/EIR compares the land area that would be included in the Paramount MSF with that included in the Bellflower MSF. The Paramount MSF will require the acquisition of 1,052,800 square feet of land area compared to 934,500 square feet for the Bellflower MSF option. It is important to note that the Paramount MSF site is centrally located in the City near a large number of sensitive receptors.

Section 4.3.3. Environmental Consequences/Environmental Impacts. Table 4.3.2 Page 4-66.

Table 4.3.2 included in the Draft EIS/EIR indicates that an additional 283,800 square feet of land area would need to be acquired to accommodate the proposed project. Does this figure include all of the properties shown in Figure 4.3-13 as "potential displacement"? If not, this earlier estimate is likely to be inaccurate and does not reflect a worst case.

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Section 4.3. Acquisition and Displacement. Page 4-66.

The Draft EIS/EIR correctly states that “the proposed site for the Paramount MSF site option does not contain residential units. However, lead tracks to the Paramount MSF site option would affect residential properties: 1 full acquisition and 6 partial acquisitions for a total of 7 affected residential properties. A total of approximately 28 residential occupants would be displaced.” The Draft EIS/EIR goes on to state that “replacement sites would be available in the future for the industrial businesses affected by the Paramount MSF site option. However, comparable replacement sites may not be available for the drive-in theater and swap meet and these businesses “may not be able to relocate within the city or within 6 miles of the affected businesses.” The Draft EIS/EIR acknowledges that there are no sites available that could accommodate these businesses that could be displaced by the proposed Paramount MSF. How can this impact be mitigated?

Section 4.3. Acquisition and Displacement. Page 4-66.

The Draft EIS/EIR makes a general statement for the various design alternatives that there is “sufficient residential replacement sites for sale and rent [that] are currently available in cities that would have residential displacements: cities of Los Angeles, Huntington Park, Bellflower, Paramount, and Artesia, as well as in surrounding cities (i.e., Vernon, Downey, Cerritos, Lakewood, and North Long Beach) (Table 4.3.8). Unless there is a significant change in vacancy rates at the time of acquisition, there would likely be sufficient replacement sites to relocate individuals displaced and owners of [the] properties affected.” Paramount is not sure that this statement can be supported by the evidence based on recent housing trends. Because there is a lack of replacement housing and there are no replacement properties available for the swap meet and theater, we request the Paramount MSF option be eliminated from further consideration.

Section 4.4. Aesthetics. Table 4-4-8. Page 4-169.

The potential visual impacts of the Rosecrans/Paramount station are summarized in Table 4-4-8. The City would request that a drawing or a visual simulation of this station of Paramount be included in the EIS/EIR to better illustrate the appearance of the proposed new station and its ancillary facilities. We question the conclusions outlined in the Table in the absence of any visual characterization for the proposed station. The City also wants to enter into a maintenance agreement with Metro to ensure that the LRT facilities and the stations are maintained and kept graffiti-free and vandalism-free.

Section 4.4.4.2 Mitigation Measures. VA-1. Page 4-190.

Mitigation Measure VA-1 notes “The existing World Energy landscaping and decorative wall north of Somerset Boulevard and east of the proposed light rail transit tracks would remain in place. If the existing decorative screening wall and/or landscaping directly south of the World Energy storage tracks and east of the proposed light rail transit tracks are removed, these screening elements would be replaced with a new screening wall and/or landscaping. A decorative screening wall and/or landscaping would be placed within the

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PEROW between the proposed light rail transit tracks and storage tracks at a length and height capable of screening the refinery storage track from views on Somerset Boulevard." The City of Paramount emphasizes that this decorative screening wall was installed at the result of substantial negotiations and eventual conditions of approval of conditional use permits for refinery operations. If the decorative screening wall and/or landscaping is removed for the project, any replacement screening wall and/or landscaping must be at least as decorative in terms of design, materials, and screening height as the material to be replaced.

Section 4.5. Air Quality. Table 4-5-9. Page 4-209.

Table 4-5-9 indicates there would be a significant decrease in air emissions between 2017 and 2041. The decline in emissions would occur even with an increase from approximately 463.25 million vehicle miles travelled (VMT, 2018) to approximately 606.33 million VMT in 2042. According to the Draft EIS/EIR, these emission reductions between 2017 and the year 2042 can be attributed to alternative-fueled passenger vehicles (i.e., electric and natural gas) added to the vehicle fleet and continued improvements in fuel efficiency. The Draft EIR/EIR states that, "the incremental increases in particulate matter emissions relative to Existing Conditions are solely attributed to ambient regional population growth spurring additional regional VMT and associated road dust and break and tire wear. As regional air quality continues to improve in the future, the deposition of dust on roads will be reduced." First, we are confused as to both the accuracy and the relevance of the last statement. Secondly, did the year 2042 estimates also consider the off-site emission generated as part of the energy production required for the alternative powered vehicles?

Section 4.5. Air Quality. Analysis of Alternative Table 4-5-10 and 11. Pages 4-211 and 12.

The analysis of air quality impacts for the operational objective appeared to focus only on the VMT reductions. Did the emissions calculations consider the offsite emissions related to the generation of electrical power for the trains themselves and the other project elements (lighting, signals, station equipment, etc.)?

Section 4.5.3.7. Air Quality. Analysis of Paramount MSF. Pages 4-216.

The Draft EIS/EIR did not include an analysis of localized air quality impacts associated with the operation off the Paramount MSF option. This is unfortunate given the large number of sensitive receptors in the immediate vicinity of the potential MSF site. The Draft EIS/EIR states, "the MSF will be a requisite component of the Project and would not operate independently. The analysis of operational emissions generated by the MSF is therefore incorporated with the Build Alternatives analysis." The build options rely on VMT calculations to estimate emissions. The MSF facilities will involve maintenance and repair activities that will be using equipment and involve activities that will be generating potential airborne emissions that will be very different from other types of land uses. The EIS/EIR must describe the MSF activities and the attendant emissions, including the toxic emissions that could affect the nearby schools and other sensitive receptors.

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Section 4.5.3.7. Air Quality. Analysis of Paramount MSF. Pages 4-221.

The Draft EIS/EIR, in Table 4.5.15 included a summary of a CalEEMod analysis of a typical Maintenance Storage Facility. Again, the independent variables used in the modeling were vehicle trips, trip length, floor area, and the other variables required to operate the model. Once again, the City is concerned with the other toxic airborne emissions associated with the operation of this MSF option that could affect the nearby private school, church, middle school, high school, and park. This is an important reason that the Paramount MSF option should be removed from consideration.

Section 4.6. Greenhouse Gas. Pages 4-228

The analysis of the proposed project's greenhouse gas (GHG) impacts relies on VMT reductions to demonstrate that there would be a GHG benefit. While we do not argue that reducing freeway congestion would be beneficial in reducing GHG, it appears that Table 4.6.2 makes an effort in establishing a connection between the operation of the LRT and the consumption of electricity and the attendant off-site GHG emissions. The analysis relies on light rail vehicle revenue per mile. We don't understand why the Draft EIR/EIR didn't just provide an estimate of electrical consumption with the resulting GHG emissions associated with the consumption.

Section 4.6. Greenhouse Gas. Table 4.6.5 Pages 4-233

The second row of Table 4.6.5 is labeled "LRT Propulsion." Does this refer to offsite electrical power generation? Analysis of the proposed project's greenhouse gas (GHG) impacts relies on VMT reductions to demonstrate that there would be a GHG benefit. While we do not argue that reducing freeway congestion would be beneficial in reducing GHG. It appears that Table 4.6.2 tries to make a connection between the operation of the LRT and the consumption of electricity and the attendant off-site GHG emissions. The analysis relies on light rail vehicle revenue per mile. We don't understand why the Draft EIR/EIR didn't just provide an estimate of electrical consumption with the resulting GHG emissions.

Section 4.7. Noise. Pages 4-257

According to the Draft EIS/EIR, the potential noise impacts would largely be the same for all of the project alternatives for both the at-grade or aerial segments. The noise analysis included in the Draft EIS/EIR is very confusing in its reference to "clusters." For example, the Draft EIS/EIR states, "Alternative 3 would affect clusters 33 through 347 and would result in moderate impacts at 59 of 289 Category 2 clusters and severe impacts at 153 Category 2 clusters. Impacts at Category 3 clusters would remain the same as Alternatives 1 and 2." The use of graphics would assist the reader in identifying the location and extent of the affected properties. This narrative is not meaningful without any exhibits or reference maps.

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Section 4.7. Noise at Paramount MSF. Pages 4-259

The Draft EIS/EIR indicates that “MSF noise sources include train movements within the MSF and on lead tracks, wheels striking, special trackwork, wheel squeal on curves, maintenance shops, the car wash, and associated vehicular traffic from employee trips. Noise levels related to these sources were modeled at the 18 sensitive use clusters near the Paramount MSF site option, and noise levels would not exceed the FTA impact criteria at nearby sensitive uses.” The Draft EIS/EIR goes on to say that “Vibration impacts may occur related to the light rail vehicles moving around the MSF, at lead tracks, and near special trackwork.” While the Draft EIS/EIR indicates the Paramount MSF site option is more than 200 feet from any residential land uses, other sensitive land uses are located in the immediate area which are not mentioned.

Section 4.7.4.2. Noise Mitigation. Table NOI-1 Pages 4-260

Mitigation Measure NOI-1 indicates that sound walls would be placed at the edge of the right-of-way or at the edge of aerial structures to reduce noise related to light rail transit vehicles at the identified sensitive receiver locations shown in NOI-1 where moderate and severe impacts have been identified based on design completed to date. Height and length will be verified during final design to meet Federal Transit Administration requirements. Several of these sound wall locations are in or near the City of Paramount (for example, near Paramount High School). An exhibit clearly indicating the location and extent of these sound walls in the EIS/EIR is requested. (The sound wall notations in Exhibit 4.7-9 are very difficult to read.) In addition, an exhibit included in the Aesthetics analysis would also be very helpful. We would also request the analysis be expanded to include a description of the proposed sound wall (including the height) along Façade Avenue and Arthur Avenue. The City would like the wall to be the same height of freight train. What other mitigation is planned? Vegetation? Finally, there must not be any breaks in the sound wall.

Section 4.7.4.2. Noise Mitigation. Table NOI-4 Pages 4-264

The Draft EIS/EIR indicates that crossing signal bells at the locations identified in Table NOI-4 would be equipped with shrouds to direct bell noise away from sensitive receivers. With these shrouds, the crossing signal bell noise would not exceed 104 dBA SEL at 50 feet. We understand the need for these crossing signals for both pedestrian and vehicular safety. However, we question whether these shrouds will be sufficient mitigation given the potential headways during the late night and early morning periods, particularly in heavy residential areas along Façade Avenue and Arthur Avenue.

Section 4.7.4.2. Noise Impacts. Exhibit 4.7-9 Pages 4-289

Exhibit 4.7-9 underscores the potential noise impacts associated with the proposed Paramount MSF option. The Exhibit does not identify the impacts or the mitigation for those areas near the proposed Paramount MSF Option.

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Section 4.9 Geotechnical, Subsurface, and Seismic Pages 4-336

The Draft EIS/EIR provides a general overview of the soil characteristics of Paramount and the project area. The soils are alluvial and very sandy and many of the larger construction projects have had to use jackhammers during the construction phases. The Draft EIS/EIR did not indicate any special construction measures that would be needed during the construction of the aerial guideways or other project elements that might be required given the area's unique soil characteristics.

Section 4.10 Hazardous Materials. Pages 4-405

The California PRC§ 21151.4 requires projects that are located within 0.25 mile of a school to "discuss potential effects with the appropriate school district if a project could reasonably be anticipated to emit hazardous air emissions or handle an extremely hazardous substance or a mixture containing extremely hazardous substances in a quantity equal to or greater than the state threshold quantity specified pursuant to subdivision (j) of Section 25532 of the Health and Safety Code." As indicated previously, the City is concerned about the hazardous materials that will be stored or handled at the proposed Paramount MSF. The Draft EIS/EIR states that the "operation of the maintenance facilities would not emit hazardous air emissions. Mixtures containing extremely hazardous substances would not be used in quantities equal to or greater than the state threshold quantity specified pursuant to subdivision (j) of Section 25532 of the Health and Safety Code." Is this an accurate statement?

The Draft EIS/EIR goes on to state that, "Project Measure HAZ PM-1 (Handling, Storage, and Transport of Hazardous Materials or Wastes [Operation]) would be implemented to manage hazardous materials appropriately during operation and with [the] implementation of this measure, operation of the Paramount MSF site option would result in no adverse effects related to educational facilities." The mitigation is so general and vague it provides no assurance that the nearby sensitive receptors will be protected in the event of a hazardous release. In addition, the City has no idea as to the nature of the hazardous materials and toxic substances that will be stored and handled at the Paramount MSF option. This information must be disclosed, and effective and enforceable mitigation must be identified.

Section 4.12 Energy. Table 4.12.4 Page 4-456

The Table included in the Draft EIS/EIR compares the direct and indirect consumption of energy for the various LRT alternatives with the "No Build" alternative. As shown in Table 4.12.4, Alternatives 1 and 2 would reduce regional energy consumption from the No Build Alternative by 515,569 MMBTU (0.06 percent net reduction). The reduction in regional energy consumption represents a conservation potential of 515,569 MMBTU annually relative to the No Build Alternative, and the reduction is consistent with objectives of regional planning strategies to reduce reliance on fossil fuels and nonrenewable resources. Given the expenditure for the entire project, the resulting energy savings does not appear to be significant. Can the figures outlined in the aforementioned Table be

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correct? Do these figures take into account the State's goal for eliminating the sale of fossil fueled vehicles by 2035?

Section 4.13 Electromagnetic Fields. Page 4-465

The Draft EIS/EIR, in its analysis of the proposed project's electromagnetic impacts, indicated that "no highly sensitive equipment was identified in the vicinity of the maintenance and storage facility site options; therefore, the maintenance and storage facility would not affect EMF-sensitive equipment operation." This statement is conclusionary without any supporting evidence.

Section 4.14 Historic Resources. Page 4-479

Exhibit 4.14-1 is misleading in that it appears that there are no historic resources in Paramount located near the LRT alignment. However, the Paramount MSF site option is located adjacent to the existing Our Lady of the Rosary Church/MRN 24-001). This MSF option would introduce new visual elements to the vicinity of the historic property. The City does not concur with the general unsupported statement included in the Draft EIS/EIR that states [that these] "new elements would not significantly alter the visual character and quality of the area or reduce the property's integrity."

Section 4.14 Historic Impacts. Page 4-509

The Draft EIS/EIR indicates later in the document that the proposed Paramount MSF is "located directly to the west (rear) of one historical resource (Our Lady of the Rosary Church/MRN 24-001). The resource's eligibility [of this church] is related to its architecture, which would not be altered by operation of the Paramount MSF site option. While it would introduce new visual elements to the vicinity of this historic property, new elements would not significantly alter the visual character and quality of the area, which may be characterized as urban, or reduce the property's integrity. Operation of the Paramount MSF would result in a less than significant impact to historical resources, and mitigation would not be required." The City of Paramount does not agree with this finding; the existing swap meet and drive-in represents a very different use than that a light rail maintenance facility.

Section 4.16 Recreation Impacts. Page 4-538

Alternatives 1, 2, and 3 would require a partial property acquisition of the LADWP utility right-of-way to accommodate the track alignment, Paramount Bike Trail, and a permanent aerial easement on public ROW at the corner of Paramount Boulevard and Rosecrans Avenue, and along the northern boundary of Paramount Park. The primary use of the LADWP utility right-of-way is not for recreational uses and would not directly affect the function of Paramount Park or the Paramount Bike Trail. Alternative 1 would require termination of the lease agreement between Metro and the City of Paramount for the 40-foot-wide section of the Metro-owned ROW currently used for parking and landscaping by Paramount Park. Because Alternative 4 would have a shorter alignment length, this

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alternative would not impact Paramount Park. If the other Alternatives were selected, the Draft EIS/EIR does not indicate how the loss of parking at Paramount Park might be mitigated.

Section 4.18 Safety and Security. Page 4-578

The Draft EIS/EIR indicates that pedestrian and bicycle safety during operation "would consider safety along the alignment, at station locations, at designated crossings, and at proposed parking facilities. Pedestrian safety issues would mostly apply to proposed at-grade stations and less to the proposed underground and aerial LRT facilities, as underground and aerial stations can be designed to avoid these concerns. Additionally, the underground and aerial stations would avoid potential conflicts between pedestrians/bicyclists and motor vehicles that would occur with the at-grade stations." These statements are good though what evidence is there that these goals can be implemented. In addition, will the additional security required for the Paramount/Rosecrans station and other facilities in Paramount affect the City's contract with the Los Angeles Sheriff's Department (LASD).

Section 4.17. Economic Impacts. Page 4-569

We do not agree with the Draft EIR/EIR that the dislocation of the businesses and employees required to accommodate the Paramount MSF option would not be significant. As indicated previously, the Draft EIS/EIR indicated that the swap meet and theater would not likely be able to relocate in the City. The analysis must indicate loss of revenue to the City and how the property owners and employees will be compensated. For example, the Paramount Swap Meet that will be displaced by the proposed Paramount MSF option currently houses more than 700 venders. These small businesses provided both jobs and sales tax.

Section 4.18.4 Safety and Security, Mitigation. Page 4-596

Mitigation Measure "SSAF PM-4, Pedestrian Bridges" indicates that "Pedestrian bridges would be provided to avoid potential interactions between pedestrians and vehicle traffic at the following locations: Paramount High School. Pedestrian tunnel connecting athletic fields to school (Alternatives 1, 2, 3, and 4) [would also be required.] The City requests that drawings of this tunnel mitigation be provided for review. We are very concerned about pedestrian safety and security within the proposed tunnel. Any such undercrossing must be of substantial tunnel width with substantial lighting and all possible safety and security measures in place.

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Appendix AA – Parklands and Communities Impact Report

Section 3.4.8 Bellflower-Paramount Bike Active Transportation Plan. Page 3-15

The appendix states that the Bellflower-Paramount Active Transportation Plan superseded the Bellflower-Paramount Bike and Trail Master Plan. This is not the case. The two plans complement each other.

Appendix D – Transportation Impact Analysis Report prepared by WSP and Jacobs

The following are comments on Appendix D of the Draft EIS/EIR document. These comments are primarily focused on Alternative 3 "Staff Preferred Alternative" (from Executive Summary page S-3).

General Comments

1. Section 9, References. Several items directly related to the West Santa Ana Branch analysis by Los Angeles County Metropolitan Transportation Authority (Metro) do not provide hyperlinks to easily cross reference. For example, first reference on page 9-3, Corridors Base Model 2018 Calibration and Validation Report, does not provide a hyperlink to the document.

2. There are no analysis sheets provided that detail the HCM/Synchro model analysis of the study intersections. Specifically for the City of Paramount, we cannot determine if mitigation measures previously proposed from other analyses has been considered. These previous studies include the Metro Truck Impacted Intersection Study and the original I-710 Freeway EIR. These studies indicated the need for dual left turn lanes in all directions of the intersection. Was this included as part of the analysis? Please provide all Synchro analysis sheets, including the Synchro input files, for the City's review.

3. There is a renewable fuels project (Paramount Petroleum AltAir Renewable Fuels Project Traffic Impact Analysis, August 20, 2021, iteris) proposed at the northwest corner of Lakewood Boulevard and Somerset Boulevard. The project site extends along the northside of the WASB corridor from Somerset Boulevard to Downey Avenue. Initial analysis of the renewable fuels project indicates an estimated an additional 100 PCE trips in the AM and PM peak hour will be added to Lakewood Boulevard and Somerset Boulevard. The total daily PCE trips for the renewable fuels project are estimated at 2,400 trips. Based on the additional trips of the renewable fuels project and queue analysis of Lakewood Boulevard/Somerset Boulevard, the City strongly believes this section of the WSAB project should be above grade (aerial) or underground. The aerial/underground placement of the rail will eliminate the negative impacts of the WSAB project. The WSAB Corridor should include this project in the EIS/EIR and transportation impact analyses as it has direct impact to the WASB project including rail and vehicular impacts.

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4. There are pages that appear to be left blank intentionally. Please identify these pages appropriately (see Page A6-2 for example).

5. Tables showing Headways do not clarify that headways are in minutes. Sample see Table 5.17.

Transportation Impact Analysis Report

1. Page 1-6, last paragraph – The paragraph begins with “Figure 1-2”. This is the wrong reference. Should this be Figure 1-1?

2. Section 1.5.1, Analysis Approach: Traffic Operations (Page 1-7) – What are the default value inputs used for coding the HCM/Synchro model analysis? Program default values may not represent study locations and should be adjusted to simulate actual field conditions. Section 9 References do not appear to include any analysis detail reports/studies.

3. Section 1.5.10, Applying LOS for Impact Assessment (Page 1-14) – How did the HCM/Synchro software simulate a rail crossing operation? It is our understanding that Synchro has limited ability to properly simulate a train crossing event. The main concern in using the Synchro software is that the schedule of events (an event is a train crossing and activating the gate) cannot be set and controlled in the model. As such, even though headways of the trains are known, that information cannot be inputted into the model. The model generates vehicles randomly and as a result, a fixed set of assumptions and known conditions could generate different output results in separate runs. How many Synchro analysis runs were conducted to determine the delay and 95% vehicular queue for the study intersections?

4. Figure 2-2. Project Alignment by Alignment Type (Page 2-4) – The line definitions/legends for the “At-Grade, Aerial, and Underground” call outs are difficult to determine because of the scale of the map. Unless the reader translates line-by-line the details found on pages 2-12 to 2-14, the different line types are not distinguishable. How can this Figure be improved to clearly identify the proposed track position?

5. Table 4.46. On-Street Parking Conditions: Proposed Locations (Page 4-50) – Parking demand observations were made in 2017. Based on these observations near the Gardendale, I-105/C Line, and Paramount/Rosecrans stations, the parking demand was 40%, 40%, and 70%, respectively. Additional details can be found in Tables 4.66, 4.68, and 4.70.

6. Table 5.4. 2042 Build Alternative 2 Operations (Page 5-9) – This table identifies the delay (seconds) and Level of Service (LOS) for Alternative 2. The traffic impacts of Alternative 3 (Staff Preferred Alternative) “would be equal to or less than those at the same facilities for Alternative 2” (page 5-16, Section 5.1.4, Alternative 3: Slauson/A (Blue) Line to Pioneer Station). The impacts for the City of Paramount (page 5-12) are shown. As previously stated, there are no analysis sheets provided that detail the HCM/Synchro

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model analysis of the study intersections. We are unable to determine if the analysis methodology and inputs are appropriate. Provide all Synchro analysis sheets, including the Synchro input files, for the City's review.

7. Table 5.5. 2042 Build Alternative 2, 95th Percentile Queues from Upstream Crossing to Intersection (Page 5-14) – This table indicates queue lengths can be accommodated at locations within the City except for Lakewood Boulevard at Somerset Boulevard. There are no specific mitigation measures proposed for the Lakewood Boulevard/Somerset Boulevard queuing impact. Based on the additional trips of the renewable fuels project and queue analysis of Lakewood Boulevard/Somerset Boulevard, the City strongly believes this section of the WSAB project should be above grade (aerial). The aerial placement of the rail will eliminate the negative impacts of the WSAB project. The WASB Corridor should include this project in the EIS/EIR analyses as it has direct impact to the WASB project including rail and vehicular impacts.

8. Section 5.1.7.1 Paramount MSF Site Option (Page 5-23) – The City of Paramount is strongly opposed to the construction and operation of the Paramount MSF option. This alternative would have displacement impacts on a key commercial area of the City. A number of homes would also be displaced. In addition, the MSF's operation would lead to traffic and noise impacts on Rosecrans Boulevard. The projected traffic to and from the Paramount MSF is 23 vehicle trips in the AM peak hour and 26 vehicle trips in the PM hour. Based on the threshold of 43 vehicle trips during the AM/PM peak hours from the LADOT's 2016 Transportation Impact Study Guidelines, the report states, "vehicular trips generated by the proposed MSF are substantially lower than LADOT's thresholds, the effect on traffic would not be adverse". The City does not agree with this conclusion. How will these trips access the MSF site? It is unclear if rail access to the Paramount MSF site will cross Rosecrans Boulevard at-grade or as an aerial rail. This should be clarified in the report. If the crossing is at-grade, what are the delay impacts of the LRTs crossing Rosecrans Boulevard and the blocking of vehicular traffic even during off-peak periods? What is the queue analysis of this at-grade crossing?

9. Section 5.3.2 Alternative 1: Los Angeles Union Station to Pioneer Station (Page 5-58) – The Paramount Bike Trail segment between Somerset Boulevard and Lakewood Boulevard is located within the PE ROW. Segments of the PE ROW extending south from the intersection of Rosecrans Avenue and Paramount Boulevard to Lakewood Boulevard may not have sufficient room to accommodate the alignment of Alternative 1, which may require a realignment of the Paramount Bike Trail. Specifically, under Alternative 1, tracks would be installed along the southwest side of the PE ROW along this segment. To accommodate the track alignment, Alternative 1 would require the removal of an approximately 930-foot-long segment of the existing Paramount Bike Trail between Somerset Boulevard and Lakewood Boulevard. As part of Mitigation Measure LU-1 (Consistency with Bike Plans), this segment of the existing bike trail would be realigned to the north side but within the PE ROW in this area. The relocation of this segment of the Paramount Bike Trail would require users of the bike trail to cross the railroad tracks at Lakewood Boulevard to access the bike trail across the street. Although segments of the Paramount Bike Trail would be realigned, the bike trail would remain operational and the

existing segment east of Lakewood Boulevard would remain. The City is very concerned about the safety of the bicyclists and pedestrians especially during the LRT's busiest periods when headways will be around 2 ½ minutes. How will the safety of Trail users be addressed with the relocation of the Paramount Bike Trail?

10. Table 5.56. Station Parking Facility Demand – Alternative 2 (Page 5-71) – The parking supply for the I-105/C Line station will be 326 spaces while the parking supply for the Paramount/Rosecrans station will be 490 parking spaces. The parking demand for the I-105/C Line station will be 450 spaces while the parking demand for the Paramount/Rosecrans station will be 530 parking spaces. The I-105/C Line station is underparked (deficient) by 124 spaces while the Paramount/Rosecrans station is deficient by 40 spaces. The report concludes (Page 5-71): "unutilized on-street parking is available at the I-105/C Line, Paramount/Rosecrans, Bellflower, and Pioneer Stations to meet the excess parking demand. Therefore, spillover parking impacts would not occur at these four stations." The City disagrees with this conclusion. The use of on-street parking is a spillover parking impact of the WSAB project. The proposed mitigation measures (TRA-21: Parking Monitoring and Community Outreach, and TRA-22: Parking Mitigation Program (Permanent)) may be helpful but could be avoided if the parking supply at the Stations satisfy the estimated demand. The I-105/C Line and Paramount/Rosecrans Stations should provide a parking supply to accommodate the Projected 2042 Parking Demand.

11. Table 5.57. Station Parking Facility Demand – Alternative 3 (Page 5-73) – Under this Alternative, the parking demand for the I-105/C Line station will be 240 spaces (86 excess spaces) while the parking demand for the Paramount/Rosecrans station will be 300 parking spaces (190 excess spaces). This indicates that the projected parking demand will be accommodated within the Stations under Alternative 3.

12. Section 7.3.2.2 Traffic Operations Effects (Page 7-25) – The construction impacts to the City are not clearly identified. This section describes general impacts to traffic circulation. Mitigation measure TRA-20, Transportation Management Plan (TMP) "will address construction impacts on transportation facilities under the jurisdiction of all involved cities and agencies, including Caltrans." We are requesting the EIS/EIR, and the Transportation Impact Report indicate the timing of construction for those project elements located in the City of Paramount. During construction activities, the City is concerned with construction dirt/debris tracking to and from the construction sites. Street sweeping by the contractors should be required beyond the construction zones. Compensation to the City should be made if City forces are required to sweep excess construction dirt/debris.

12. Section 7.3.2.2 Traffic Operations Effects (Page 7-25) – The construction impacts to the City are not clearly identified. This section describes general impacts to traffic circulation. Mitigation measure TRA-20, Transportation Management Plan (TMP) "will address construction impacts on transportation facilities under the jurisdiction of all involved cities and agencies, including Caltrans." We are requesting the EIS/EIR, and the Transportation Impact Report indicate the timing of construction for those project

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elements located in the City of Paramount. During construction activities, the City is concerned with construction dirt/debris tracking to and from the construction sites. Street sweeping by the contractors should be required beyond the construction zones. Compensation to the City should be made if City forces are required to sweep excess construction dirt/debris.

Thank you for your attention to the abovementioned concerns. You are welcome to contact Planning Director John Carver at jcarver@paramountcity.com with any questions.

CITY OF PARAMOUNT

John Moreno
City Manager

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SEPTEMBER 21, 2021

AWARD OF CONTRACT
SALUD PARK WALKING TRACK REPLACEMENT
(CITY PROJECT NO. 9263)

MOTION IN ORDER:
AWARD THE CONTRACT FOR THE SALUD PARK WALKING TRACK REPLACEMENT PROJECT (CITY PROJECT NO. 9263) TO BEYNON SPORTS SURFACES, INC., FRESNO, CALIFORNIA, IN THE AMOUNT OF $181,000, AND AUTHORIZE THE MAYOR OR HER DESIGNEE TO EXECUTE THE AGREEMENT.

MOTION:	ROLL CALL VOTE:
MOVED BY: _____	AYES: _____
SECONDED BY: _____	NOES: _____
[ ] APPROVED	ABSENT: _____
[ ] DENIED	ABSTAIN: _____

PARAMOUNT
THE CITY
Safe, Healthy, and Attractive

AGENDA REPORT

To: Honorable City Council

From: John Moreno, City Manager

By: Adriana Figueroa, Public Works Director
Sarah Ho, Public Works Assistant Director

Date: September 21, 2021

Subject: AWARD OF CONTRACT FOR THE SALUD PARK WALKING TRACK REPLACEMENT (CITY PROJECT NO. 9263)

BACKGROUND

The walking path surrounding the main field at Salud Park is now around seven years old and has recently started to deteriorate. After meeting with contractors and vendors it was clear that repairs would not be able to get the path up to the standards that we expect. Staff then recommended a complete replacement of the surfacing and included $185,000 in the FY 22 CIP budget to properly fix this highly utilized walking path.

DISCUSSION

On September 16, 2021, the Director of Public Works opened and examined the bids for the Salud Park Walking Track Replacement project (City Project No. 9263). The bids were opened at 11:00 AM at the City Yard.

One (1) bid was received and the apparent low bid submitted by Beynon Sports Surfaces, Inc., amounted to $181,000. This amount is below the budgeted amount of $185,000.

VISION, MISSION, VALUES, AND STRATEGIC OUTCOMES

The City's Vision, Mission, and Values set the standard for the organization; establish priorities, uniformity and guidelines; and provide the framework for policy decision making. The Strategic Outcomes were implemented to provide a pathway to achieving the City's Vision. This item aligns with Strategic Outcome No. 5: Attractive and Well-Maintained Infrastructure.

RECOMMENDED ACTION

It is recommended that the City Council award the contract for the Salud Park Walking Track Replacement project (City Project No. 9263) to Beynon Sports Surfaces, Inc., Fresno, California, in the amount of $181,000, and authorize the Mayor or her designee to execute the agreement.

JOB NAME: SALUD PARK WALKING TRACK REPLACEMENT
(CITY PROJECT NO. 9263)

BID DATE: Thursday, September 16, 2021

BID TIME: 11:00 AM

	Company Name	Company Address	Bid Amount
1.	Beynon Sports Surfaces, Inc.	4668 N. Sonora Ave. Suite 101, Fresno, CA 93722	$181,000

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SEPTEMBER 21, 2021

AWARD OF CONTRACT

SPORT COURT REPAIRS (CITY PROJECT NO. 9250)

MOTION IN ORDER:

AWARD THE CONTRACT FOR SPORT COURT REPAIRS (CITY PROJECT NO. 9250) TO PACIFIC TENNIS COURTS, INC., MOORPARK, CALIFORNIA, IN THE AMOUNT OF $55,554, AND AUTHORIZE THE MAYOR OR HER DESIGNEE TO EXECUTE THE AGREEMENT.

MOTION:	ROLL CALL VOTE:
MOVED BY: _____	AYES: _____
SECONDED BY: _____	NOES: _____
[ ] APPROVED	ABSENT: _____
[ ] DENIED	ABSTAIN: _____

PARAMOUNT
THE CITY
Safe, Healthy, and Attractive

AGENDA REPORT

To: Honorable City Council

From: John Moreno, City Manager

By: Adriana Figueroa, Public Works Director
Sarah Ho, Public Works Assistant Director

Date: September 21, 2021

Subject: AWARD OF CONTRACT FOR SPORT COURT REPAIRS (CITY PROJECT NO. 9250)

BACKGROUND

The outdoor basketball courts at city parks are heavily used. Over time the paint has faded and chipped and needs to be refreshed. Included in the FY22 CIP budget is $55,000 to both repaint the surfacing and replace the basketball backboards. This agenda item is to award a contract for the repainting of the court surfacing only. The remainder of the project will be the purchase and installation of backboards to be completed by Public Works staff.

DISCUSSION

On September 16, 2021, the Director of Public Works opened and examined the bids for Sport Court Repairs (City Project No. 9250). The bids were opened at 11:00 AM at the City Yard.

Two (2) bids were received and the apparent low bid submitted by Pacific Tennis Courts, Inc., amounted to $55,554. The high bid was in the amount of $78,148. The low bid amount is slightly over the budgeted amount of $55,000, and will need to be adjusted during the midyear budget process to include this work, as well as the purchase of backboard equipment.

VISION, MISSION, VALUES, AND STRATEGIC OUTCOMES

The City's Vision, Mission, and Values set the standard for the organization; establish priorities, uniformity and guidelines; and provide the framework for policy decision making. The Strategic Outcomes were implemented to provide a pathway to achieving the City's Vision. This item aligns with Strategic Outcome No. 5: Attractive and Well-Maintained Infrastructure.

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RECOMMENDED ACTION

It is recommended that the City Council award the contract for Sport Court Repairs (City Project No. 9250) to Pacific Tennis Courts, Inc, Moorpark, California, in the amount of $55,554, and authorize the Mayor or her designee to execute the agreement.

JOB NAME: SPORT COURT REPAIRS (CITY PROJECT NO. 9250)

BID DATE: Thursday, September 16, 2021

BID TIME: 11:00 AM

	Company Name	Company Address	Bid Amount
1.	Pacific Tennis Courts, Inc.	530 Los Angeles Avenue Suite 115-320 Moorpark, CA 93021	$55,540
2.	Zaino Tennis Courts, Inc.	950 N. Batavia Street Orange, CA 92867	$78,148

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SEPTEMBER 21, 2021

REQUEST FOR CHANGE TO EXISTING LIMITED TIME PARKING ZONE AT 16450 PARAMOUNT BOULEVARD

MOTION IN ORDER:
APPROVE OR DENY THE REQUESTED CHANGE TO THE EXISTING LIMITED TIME PARKING ZONE AT 16450 PARAMOUNT BOULEVARD.

MOTION:	ROLL CALL VOTE:
MOVED BY: _____	AYES: _____
SECONDED BY: _____	NOES: _____
[ ] APPROVED	ABSENT: _____
[ ] DENIED	ABSTAIN: _____

PARAMOUNT
THE CITY
Safe, Healthy, and Attractive

AGENDA REPORT

To: Honorable City Council

From: John Moreno, City Manager

By: Adriana Figueroa, Public Works Director
Sarah Ho, Public Works Assistant Director

Date: September 21, 2021

Subject: REQUEST FOR CHANGE TO EXISTING LIMITED TIME PARKING ZONE AT 16450 PARAMOUNT BOULEVARD

BACKGROUND

We have received some calls from our residents and business community members regarding confusion from the existing limited time parking zone in front of 16402 to 16450 Paramount Boulevard. The current site conditions are, a 30 minute limited time parking zone in front of 16402-16406 Paramount Boulevard, a 2 hour limited time parking zone in front of 16444 Paramount Boulevard and a 30 minute limited time parking zone in front of 16450 Paramount Boulevard. The 30 minute and 2 hour zones at 16444 and 16450 are right next to each other, and while the area is properly signed, this causes confusion among patrons of the businesses in this area.

DISCUSSION

We are proposing to change the 30 minute limited time parking zone in front of 16450 Paramount Boulevard to a 2 hour limited time parking zone to match the area in front of 16444 Paramount Boulevard. At this time we do not intend to change the 30 minute green curb parking zone in front of 16402-16406 Paramount Boulevard as this business is a pharmacy and the need for a shorter time zone is necessary. Additionally the green curb zones in front of 16402 and 16444 are separated by a driveway allowing sufficient distance between these two zones.

If approved, staff would only need to change out the signage to indicate that the entire area in front of 16444 and 16450 would be a 2 hour limited time parking zone.

At its September meeting, the Public Works Commission recommended to the City Council approval of the request. A notice indicating the Commission would hear this item was sent to the adjoining businesses and residents. Similarly, the adjoining businesses and residents received a letter about tonight's City Council meeting.

VISION, MISSION, VALUES, AND STRATEGIC OUTCOMES

The City's Vision, Mission, and Values set the standard for the organization; establish priorities, uniformity and guidelines; and provide the framework for policy decision

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making. The Strategic Outcomes were implemented to provide a pathway to achieving the City's Vision. This item aligns with Strategic Outcome No. 1 – Safe Community.

RECOMMENDED ACTION

It is recommended that the City Council approve or deny the requested change to the existing limited time parking zone at 16450 Paramount Boulevard.

PARAMOUNT
THE CITY
Safe, Healthy, and Attractive

September 7, 2021

Dear Resident/Business Owner:

Please be advised that the Public Works Commission at their meeting of September 2, 2021, recommended to the City Council the approval to modify the existing limited time parking zone at 16450 Paramount Boulevard.

This is to inform you that the Paramount City Council will discuss this recommendation at their meeting on Tuesday, September 21, 2021. The meeting will begin at 5:00 p.m. and will be held in the Paramount City Hall Council Chambers, 16400 Colorado Avenue.

At this meeting, a decision will be made by the Paramount City Council to accept or deny the recommendation of the Public Works Commission to modify the existing limited time parking zone at 16450 Paramount Boulevard. If you have more information regarding this topic or would like to give further input, please attend this meeting.

Should you have further questions regarding this meeting, please contact the Public Works Department at (562) 220-2020. Para información en español, favor de llamar al (562) 220-2020.

CITY OF PARAMOUNT

Adriana Figueroa
Public Works Director

H:\Public Works\PWAGENDA\COMMON FILE\Green_16450 Paramount Ltr2.docx

SEPTEMBER 21, 2021

DISCUSSION

UPDATE ON THE PARAMOUNT AL FRESCO TEMPORARY OUTDOOR DINNING PROGRAM AND THE DINE PARAMOUNT PROGRAM

Safe, Healthy, and Attractive

AGENDA REPORT

To: Honorable City Council

From: John Moreno, City Manager

By: Andrew Vialpando, Assistant City Manager
Anthony Martinez, Senior Management Analyst

Date: September 21, 2021

Subject: UPDATE ON THE PARAMOUNT AL FRESCO TEMPORARY OUTDOOR DINNING PROGRAM AND THE DINE PARAMOUNT PROGRAM

BACKGROUND

In immediate response to the COVID-19 pandemic, the State of California and the County of Los Angeles declared public health emergencies in March 2020. Consequently, the Public Health Officer Orders prohibited indoor dinning to help slow the spread of the COVID-19 virus. In August 2020, the State amended the Public Health Order to allow restaurants to provide outdoor dining, prompting the City to develop the Paramount Al Fresco temporary outdoor dining program. Paramount Al Fresco enabled local restaurants to continue to operate for outdoor dining. Serving as a business recovery mechanism, the City temporarily eased its local laws under the protection of the State's Health Order by streamlining the requirements and approvals for local businesses to provide outdoor dining on sidewalks and privately owned parking lots. California ended its COVID-19 Public Health Orders on June 15, 2021, and reopened the economy, followed by the County rescinding all COVID-19 restrictions.

DISCUSSION

Paramount Al Fresco attracted 14 participating restaurants with approximately ten still offering outdoor dining at the time that this report was written. An additional nine restaurants operated unpermitted, with approximately six still offering outdoor dining options. The latest changes by the State and County effectively removes all protections the City was using to implement the Al Fresco program. To inform Paramount Al Fresco participants of the changes, staff mailed letters on June 28 to all permitted Paramount Al Fresco participants and unpermitted restaurants. The letters informed the business owners how the County's Public Health Order impacts Paramount Al Fresco, and instructed the unpermitted businesses to cease outdoor dining immediately. Code Enforcement has contacted the six unpermitted businesses and has opened cases on three of them to pursue the immediate removal of the unpermitted dining.

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Future Concerns and Liability

When developed, Paramount Al Fresco temporarily relaxed City laws to allow outdoor dining under the protection of the County and State Health Orders. With the State and County Heath Orders rescinded, the California Joint Powers Insurance Authority (CJPIA) strongly recommends that Paramount require Al Fresco restaurants interested in continuing outdoor dining to undergo safety and regulation measures, such as installing safety barriers rated to protect diners and pedestrians from moving vehicles. CJPIA guides the City in navigating through growing risks and develops long-term strategies for risk mitigation.

Conditional Use Permit for Permanent Outdoor Dining

Moving forward, restaurant owners interested in pursuing permanent outdoor dining are required by the Paramount Municipal Code (PMC) to obtain approval through the Conditional Use Permit (CUP) process. To qualify, restaurant owners must pay an application fee, pass a safety and regulation analysis, and obtain Planning Commission approval. As part of the CUP assessment, Planning staff will review a number of safety guidelines before recommending approval to the Planning Commission, such as parking availability, traffic circulation patterns, adequate safety barriers, surface conditions, alcohol license use, noise levels, and shade types. Currently, the PMC does not allow for temporary outdoor dining.

Dine Paramount Concept

As an alternative to a permanent outdoor dining option, which could hypothetically result in costly renovations for restaurateurs, the City plans to offer restaurant owners a chance to participate in various promotional outdoor dining events as part of the City's Explore Paramount campaign. Conceptually, "Dine Paramount" is a multi-faceted approach to attract existing and new customers to various local eateries in town. In the coming months, staff plans to develop and promote a variety of promotional dining events, including events that incorporate a temporary outdoor element, through the Explore Paramount website and social media outlets.

The following are some examples of potential Dine Paramount events that could incorporate outdoor dining:

- Restaurants could offer customers a 10% discount on a particular dish or free appetizer during a special dine outdoors weekend.

- A "Paramount Food Tour" dine event would promote a month-long food tour of the City's best Latin, Asian, Mariscos, Americana, and Italian cuisine including an array of dessert spots in town.

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- Customers dining outdoors at a Paramount restaurant could submit a photo of their favorite dish to the City's social media feed for a chance to win a gift card or discount.

Each Dine Paramount event will be a collaboration between the City and Chamber of Commerce to stimulate the City's local economy and call attention to the City's diverse cuisine options. Participation in Dine Paramount is voluntary, but offers local businesses free advertisement, and provides business owners an opportunity to feature outdoor dining.

Next Steps

Staff plans to collaborate with the Chamber of Commerce and the City's communications consultant, Tripepi Smith, to develop promotional dine ideas to encourage restaurateurs to join Dine Paramount, and advertise the Dine Paramount concept to the public using social media, billboard advertisement, and local publications.

Business Recovery Committee

On August 26, staff held a Business Recovery Committee meeting to discuss phasing out Paramount Al Fresco and alternatives for business owners who wish to continue outdoor dining. The Business Recovery Committee was created in May 2020 to help local businesses in town coordinate an economic recovery roadmap. During the Committee meeting, 12 participants, including four restaurateurs, the Paramount Chamber of Commerce, and the Southeast Los Angeles County Workforce Development Board (SELACO) discussed future outdoor dining uses, and offered creative ideas to stimulate the local economy. Staff explained that temporary outdoor dining options are not permitted in the PMC, and the Health Orders were expiring. Staff also educated the participants in the CUP application process. All of the restaurateurs expressed interest in meeting with the Planning Department to explore the possibility of applying for a CUP to make their outdoor patios permanent. They also expressed gratitude toward staff for the Paramount Al Fresco program. For example, Gloria Gamino of the "Casa Gamino Restaurant" offered her appreciation to staff at the Committee meeting by saying, "*Without Al Fresco dining, we wouldn't have survived*." The Casa Adelita business owner also shared, *"We were able to keep our employees because of Al Fresco dining."*

VISION, MISSION, VALUES, AND STRATEGIC OUTCOMES

The City's Vision, Mission, and Values set the standard for the organization; establish priorities, uniformity and guidelines; and provide the framework for policy decision making. The Strategic Outcomes were implemented to provide a pathway to achieving the City's Vision. This item aligns with Strategic Outcome No. 3: Economic Health – Support a healthy, sustainable economy reflecting community values.

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RECOMMENDED ACTION

It is recommended that the City Council discuss this report and provide input.

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SEPTEMBER 21, 2021

ORAL REPORT

REGIONAL IMPLEMENTATION OF MEASURE W – SAFE CLEAN WATER PROGRAM

PARAMOUNT
THE CITY
Safe, Healthy, and Attractive

AGENDA REPORT

To: Honorable City Council

From: John Moreno, City Manager

By: Adriana Figueroa, Public Works Director

Date: September 21, 2021

Subject: REGIONAL IMPLEMENTATION OF MEASURE W – SAFE CLEAN WATER PROGRAM

An oral presentation will be provided by the County of Los Angeles, Flood Control District's consultant on the regional implementation of Measure W – Safe Clean Water Program. Watershed Coordinators have been assigned to provide outreach on this program and inform communities as to what is available at the local and regional level in terms of funding for stormwater management.

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SEPTEMBER 21, 2021

AWARD OF CONTRACT

AIR MONITORING SERVICES

MOTION IN ORDER:

AWARD THE CONTRACT FOR AIR MONITORING SERVICES TO T AND B SYSTEMS IN THE AMOUNT OF $165,377.00, AND AUTHORIZE THE APPROPRIATION OF ADDITIONAL FUNDS FOR THE CONTRACT IN THE AMOUNT OF $65,377.00.

MOTION:	ROLL CALL VOTE:
MOVED BY: _____	AYES: _____
SECONDED BY: _____	NOES: _____
[ ] APPROVED	ABSENT: _____
[ ] DENIED	ABSTAIN: _____

Safe, Healthy, and Attractive

AGENDA REPORT

To: Honorable City Council

From: John Moreno, City Manager

By: John Carver, Planning Director

Date: September 21, 2021

Subject: AWARD OF CONTRACT FOR AIR MONITORING SERVICES

BACKGROUND

This item is a request to award a contract for air monitoring services. The contract is to sample the air in five locations in the City for a one-year period. As the City Council is aware, up until December of 2020 the South Coast Air Quality Management District (SCAQMD) had been conducting air monitoring at numerous locations throughout the City. This monitoring began in 2016, and excessive levels of hexavalent chromium were recorded in two industrial locations in the City. The SCAQMD ceased air monitoring last December due to COVID-19. In mid-July of this year, the SCAQMD resumed air monitoring at a reduced level of five locations in the City. The SCAQMD utilizes air monitors that were purchased by the City and takes samples once every six days. Air monitoring by the SCAQMD will end this month.

REQUEST FOR PROPOSALS

With the assistance of the SCAQMD, a request for proposals was prepared and sent to five businesses that offer air monitoring services based on SCAQMD recommendations for demonstrated technical expertise. Each proposal calls for taking and analyzing air samples from the City's five air monitors once every six days.

Some of the other requirements in the request for proposals include:

- Use of a testing lab able to detect lower levels of hexavalent chromium (less than 0.06 nanograms); and
- Demonstrated general knowledge and experience of air monitoring systems, methods, and analysis; and
- Demonstrated experience in developing ambient air monitoring programs; and
- Experience in air monitoring data analysis and interpretation; and
- Posting finalized test results to the City's website within seven days after the collection of a sample; and
- Communicate immediately to the SCAQMD and the City if highly elevated levels of hexavalent chromium are detected; and
- Submission of raw data, if requested by the City, within one week; and

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- Presentation of the monitoring plan at a community meeting; and
- Availability to present sampling results to the City Council.

PROPOSALS SUBMITTED

Three businesses submitted proposals, as listed below:

1. Airkinetics: $128,629
2. T and B Systems: $159,877 **– included as Exhibit A**
3. Alliance: $240,000

Staff recommends that the contract be awarded to T and B Systems in the amount of $159,877. While T and B Systems is not the lowest bidder, Airkinetics provides testing services for Weber Metals and Press Forge Company. As these two Paramount-based businesses produce hexavalent chromium emissions through their manufacturing operations, a City contract would pose at minimum a perception of a conflict of interest for Airkinetics. State law allows consideration of factors other than cost when awarding a contract for services. Additionally, in accordance with Section 3.12.080(A) of the Paramount Municipal Code, contracts awarded for professional services shall be awarded by the City Council on the basis of the demonstrated competence of the contractors, on the contractor's professional qualifications necessary for the satisfactory performance of the services required, and on the fairness and reasonableness of the cost of the services to the City; and shall not be awarded solely on the basis of cost.

We completed reference checks with other agencies that contract with T and B Systems, and each one that we spoke to had only responded positively.

In the approved Fiscal Year 2022 budget, the City Council set aside $100,000 for air monitoring services. If the City Council awards the contract for air monitoring services to T and B Systems, we anticipate spending $124,033 through the end of Fiscal Year 2022. At this time, we are asking for an additional appropriation of $24,033 to take us through the end of Fiscal Year 2022, and in Fiscal Year 2023 we will budget the remaining $41,344.

Attached is the agreement and the proposal from T and B Systems.

VISION, MISSION, VALUES, AND STRATEGIC OUTCOMES

The City's Vision, Mission, and Values set the standard for the organization; establish priorities, uniformity and guidelines; and provide the framework for policy decision making. The Strategic Outcomes were implemented to provide a pathway to achieving the City's Vision of a city that is safe, healthy, and attractive. This item aligns with Strategic Outcomes No. 1: Safe Community; No. 3: Economic Health; and No. 4: Environmental Health.

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RECOMMENDED ACTION

It is recommended that the City Council award a contract for air monitoring services to T and B Systems in the amount of $165,377.00, and authorize the appropriation of additional funds for the contract in the amount of $65,377.00.

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AGREEMENT FOR CONSULTING SERVICES

THIS AGREEMENT ("Agreement") is made and entered into this __ day of _____ 2021 between the City of Paramount, a municipal corporation in Los Angeles County, California, (hereinafter "CITY") and Technical and Business Systems (hereinafter "CONSULTANT") (collectively, "the Parties").

RECITALS

WHEREAS, CITY and CONSULTANT each desire to enter into an Agreement whereby CONSULTANT will perform air monitoring services for CITY; and

WHEREAS, CITY staff does not have the immediate resources to perform this work in-house.

NOW, THEREFORE, BE IT RESOLVED BY AND BETWEEN THE PARTIES AS FOLLOWS:

1. DESCRIPTION OF SERVICES

CONSULTANT shall perform all required services to CITY as more particularly described in CONSULTANT'S scope of services within the air monitoring proposal (inclusive of Air Monitoring Plan, Community Outreach, and Project Timeline) attached hereto as Exhibit "A" and incorporated herein by reference as if fully set forth. In the event of any conflict between CONSULTANT'S proposal and this Agreement, the terms of this Agreement shall apply.

2. COMPENSATION

(a) CITY agrees to pay CONSULTANT as full compensation for all services and duties performed, except as otherwise provided herein, the total sum of not to exceed **$165,377.00**.

(b) CONSULTANT shall render an itemized invoice to CITY every thirty (30) days for services performed during the prior period which shall be paid upon its approval by CITY, which said approval shall not be unreasonably withheld.

3. INDEPENDENT CONTRACTOR

In the performance of the services in this Agreement, CONSULTANT is an independent contractor and is not an agent or employee of CITY. CONSULTANT, its officers, employees, agents, and subcontractors, if any, shall have no power to bind or commit CITY to any decision or course of action, and shall not represent to any person or business that they have such power. CONSULTANT has and shall retain the right to exercise full control of the supervision of the services and over the employment, direction, compensation, and discharge of all persons assisting CONSULTANT in the performance

of said service hereunder. CONSULTANT shall be solely responsible for all matters relating to the payment of its employees, including compliance with social security and income tax withholding, workers' compensation insurance, and all other regulations governing such matters.

Neither CONSULTANT, nor any of CONSULTANT's officers, employees or agents, shall obtain any rights to retirement, health care, or any other benefits which may otherwise accrue to CITY'S employees. CONSULTANT expressly waives any claim CONSULTANT may have to any such rights.

5. AMENDMENT

Except as otherwise stated herein, any and all obligations of CITY and CONSULTANT are fully set forth and described in this Agreement. Any changes in this Agreement, including any increase or decrease in the amount of compensation or any change in the term, which shall be mutually agreed upon by and between CITY and CONSULTANT, shall be set forth in written amendments to this Agreement.

6. NONDISCRIMINATION

(a) CONSULTANT shall not discriminate in the conduct of the work under this Agreement against any employee, applicant for employment, or volunteer on the basis of race, religious creed, color, national origin, ancestry, physical or mental disability, marital status, pregnancy, sex, age, sexual orientation, or other prohibited basis.

(b) Consistent with CITY's policy that harassment and discrimination are unacceptable employer/employee conduct, CONSULTANT agrees that harassment or discrimination directed toward a job applicant, a City employee, or a citizen by CONSULTANT or CONSULTANT's employee or subcontractor on the basis of race, religious creed, color, national origin, ancestry, physical or mental disability, marital status, pregnancy, sex, age, sexual orientation, or other prohibited basis will not be tolerated. CONSULTANT agrees that any and all violation of this provision shall constitute a material breach of the Agreement.

7. INDEMNIFICATION

(a) To the fullest extent permitted by law, CONSULTANT shall defend, indemnify, and hold harmless, the CITY, its officers, employees and agents from and against any and all claims, lawsuits, damage, injury, and liability for damages arising in the performance of CONSULTANT's services under this Agreement. The CITY shall not be responsible for claims, losses, damage, injury, or liability for damages resulting from CONSULTANT.

(b) Further, CONSULTANT will indemnify CITY, and hold it harmless, from an assertion that as a result of providing services to CITY, CONSULTANT, or any of its employees or persons performing work pursuant to this Agreement is entitled to benefits

from, or is covered by, the Social Security retirement system or the California Public Employees Retirement Systems. Notwithstanding the foregoing, however, CONSULTANT's obligations for any payments to such claimant shall be limited to those payments which CITY may be required to pay.

8. INSURANCE

(a) Required Coverage. Without limiting CONSULTANT's indemnification, it is agreed that CONSULTANT shall maintain in force at all times during the term of this Agreement the following types of insurance providing coverage on an "occurrence" basis.

☒ Automobile insurance for the vehicle(s) CONSULTANT uses in connection with the performance of this Agreement. Coverage: $1,000,000 per occurrence for bodily injury and property damage.

☒ Comprehensive General Liability Insurance, with minimum limits of One Million ($1,000,000.00) Dollars for each occurrence and in the aggregate, combined single limit, against any personal injury, death, loss, or damage resulting from the wrongful or negligent acts by CONSULTANT.

☒ Worker's Compensation insurance to cover its employees as required by the Labor Code of the State of California. CONSULTANT's worker's compensation insurance shall include the following language: "All rights of subrogation are hereby waived against the CITY, its officers and employees when acting within the scope of their appointment or employment." In the event any class of employees engaged in hazardous work under this Agreement is not protected under Workers' Compensation Statutes, the CONSULTANT shall provide adequate and suitable insurance for the protection of its employees not otherwise protected.

☒ E&O/Professional's Liability, errors and omissions liability insurance appropriate to the CONSULTANT's profession. Coverage: $1,000,000 per Claim.

(b) General Provisions.

(i) CONSULTANT shall obtain insurance acceptable to the CITY in a company or companies admitted in California and with a Best rating of no less than A VII or as acceptable to the CITY.

(ii) It shall be a requirement under this contract that any available insurance proceeds broader than or in excess of the specified minimum insurance coverage requirements and/or limits shall be available to the Additional Insured. Furthermore, the requirements for coverage and limits shall be (1) the broader coverage and maximum limits specified in this

contract; or (2) the broader coverage and maximum limits of coverage of any insurance policy or proceeds available to the named insured; whichever is greater.

(iii) The limits of insurance required in the Agreement may be satisfied by a combination of primary and umbrella or excess insurance. Any umbrella or excess insurance shall contain or be endorsed to contain a provision that such coverage shall also apply on a primary and non-contributory basis for the benefit of the CITY (if agreed to in a written contract) before the CITY's own insurance or self-insurance shall be called upon to protect it as a named insured.

(iv) Any failure to comply with reporting provisions of the policies shall not affect coverage provided to the CITY, its elected or appointed officers, officials, employees, agents, or volunteers.

(v) The insurance provided by these policies shall not be suspended, voided, canceled, or reduced in coverage or in limits except after thirty (30) days written notice has been received by the CITY.

(c) Deductibles and Self-Insured Retentions. All self-insured retentions (SIR) must be disclosed to the CITY's Risk Management for approval and shall not reduce the limits of liability. At the option of CITY, either: the insurer shall reduce or eliminate such deductibles or self-insurance retention as respects the CITY, its officers, officials, agents, employees, and volunteers; or CONSULTANT shall procure a bond guaranteeing payment of losses and related investigations, claim administration, and defense expenses.

9. WORKERS' COMPENSATION

(a) Covenant to Provide. CONSULTANT warrants that it is aware of the provisions of the California Labor Code which require every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of that code. CONSULTANT further agrees that it will comply with such provisions before commencing the performance of the work under this Agreement.

(b) Waiver of Subrogation. CONSULTANT and CONSULTANT's insurance company agree to waive all rights of subrogation against CITY, its elected or appointed officials, agents, and employees for losses paid under CONSULTANT's workers' compensation insurance policy which arise from the work performed by CONSULTANT for CITY.

10. TERMINATION OF AGREEMENT

(a) This Agreement may be terminated at any time, with or without cause, by either party upon thirty (30) days prior written notice.

(b) In the event of termination or cancellation of this Agreement by CONSULTANT or CITY, due to no fault or failure of performance by CONSULTANT, CONSULTANT shall be paid compensation for all services performed by CONSULTANT, in an amount to be determined as follows; for work done in accordance with all of the terms and provisions of this Agreement, CONSULTANT shall be paid an amount equal to the hours of service performed prior to the effective date of termination or cancelation in accordance with the work items provided.

11. ENFORCED DELAY; EXTENSION OF TIMES OF PERFORMANCE

Performance by either party hereunder shall not be deemed to be in default, and all performance and other dates specified in this Agreement shall be extended, where the party seeking the extension has acted diligently and delays or defaults are due to events beyond the reasonable control of the party, including, but not limited to: war; insurrection; strikes; lockouts; riots; floods; earthquakes; fires; casualties; acts of God; acts of the public enemy; epidemics; health pandemics; quarantine restrictions; freight embargoes; lack of transportation; governmental restrictions or priority; litigation; unusually severe weather; acts or omissions of another party; or any other causes beyond the control or without the fault of the party claiming an extension of time to perform. Notwithstanding anything to the contrary in this Agreement, an extension of time for any such cause shall be for the period of the enforced delay and shall commence to run from the time of the commencement of the cause. Notice of such enforced delay shall be promptly given by the party claiming the benefit of such delay.

12. OWNERSHIP OF DOCUMENTS

All documents prepared, developed or discovered by CONSULTANT in the course of providing any services pursuant to this AGREEMENT shall become the sole property of CITY.

13. ASSIGNMENT

The expertise and experience of CONSULTANT are material considerations for this AGREEMENT. CITY has an interest in the qualifications of and capability of the persons and entities who will fulfill the duties and obligations imposed upon CONSULTANT under this AGREEMENT. In recognition of that interest, CONSULTANT shall not assign or transfer this AGREEMENT or any portion of this AGREEMENT or the performance of any of CONSULTANT's duties or obligations under this AGREEMENT without the prior written consent of the CITY.

14. LAW TO GOVERN; VENUE

This AGREEMENT shall be interpreted, construed and governed according to the laws of the State of California. In the event of litigation between the parties, venue in state trial courts shall lie exclusively in the County of Los Angeles.

15. ATTORNEYS FEES, COSTS AND EXPENSES

In the event litigation or other proceeding is required to enforce or interpret any provision of this AGREEMENT, the prevailing party in such litigation or other proceeding shall be entitled to an award of reasonable attorney's fees, costs and expenses, in addition to any other relief to which it may be entitled.

16. ENTIRE AGREEMENT

This AGREEMENT is the entire, complete, final and exclusive expression of the parties with respect to the matters addressed therein and supersedes all other AGREEMENTs or understandings, whether oral or written, or entered into between CONSULTANT and CITY prior to the execution of this AGREEMENT. No statements, representations or other AGREEMENTs, whether oral or written, made by any party which are not embodied herein shall be valid and binding. No amendment to this AGREEMENT shall be valid and binding unless in writing duly executed by the parties or their authorized representatives.

17. NOTICES

Written communications and invoices under this agreement shall be addressed as follows:

To CITY:	City of Paramount Planning Department 16400 Colorado Blvd Paramount, CA 90723
To CONSULTANT:	Technical & Business Systems, Inc. 25570 Rye Canyon Road, Unit J Valencia, CA 91355

18. This Agreement shall be deemed to have been executed and entered in the City of Paramount, County of Los Angeles, and State of California.

IN WITNESS WHEREOF, the undersigned execute this Agreement on the date first written above.

SIGNATURE PAGE TO FOLLOW

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CITY OF PARAMOUNT:

BY: _____
John Moreno, City Manager

CONSULTANT:

BY: _____
_____

ATTEST:

_____
Heidi Luce, City Clerk

APPROVED AS TO FORM:

_____
John E. Cavanaugh, City Attorney

EXHIBIT A

T & B SYSTEMS PROPOSAL FOR AIR MONITORING SERVICES

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T&B Systems
environmental research associates

August 23, 2021

John Carver
City of Paramount Planning Department
16400 Colorado Avenue
Paramount, CA 90723

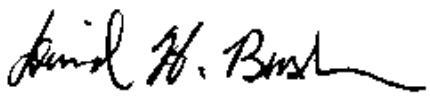
Subject: Request for Proposals for Air Monitoring Services

Dear John:

Technical & Business Systems (T&B Systems) is pleased to offer our services to provide air monitoring services to the City of Paramount. T&B Systems is a California certified small business based in Los Angeles County. Work will be based out of our offices located in Valencia, California.

The enclosed proposal details our approach, experience, staff qualifications, and project cost. All conditions contained in the proposal are valid for a period of 90 days. We agree to provide proof of insurance upon award of the contract. If you have any proposal or technical questions, please do not hesitate to contact David Yoho at (661) 294-1103.

Sincerely,



David Bush
President

25570 Rye Canyon Road, Unit J, Valencia, CA 91355 • 661.294.1103 fax 661.294.0236
3739 Pleasant Valley Road, Unit C, Placerville, CA 95667 • 530.644.4811 fax 530.644.4803

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T&B Systems
environmental research associates

PARAMOUNT AIR MONITORING PROPOSAL

Prepared for

City of Paramount Planning Department
16400 Colorado Avenue
Paramount, CA 90723

Prepared by

Technical & Business Systems, Inc.
25570 Rye Canyon Road, Unit J
Valencia, CA 91355

August 2021

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Section A

SUMMARY

A.1 INTRODUCTION

Technical & Business Systems, Inc. (T&B Systems) is pleased to submit the following proposal in response to the Request for Proposals for Air Monitoring Services to the City of Paramount (Paramount).

The requested scope of work is to design and implement an ambient air monitoring program intended to measure and monitor possible community exposure to Hexavalent Chromium (Cr(VI)) and ensure metal related businesses who produce Cr(VI) emissions are not emitting pollutants at harmful levels. The monitoring program will consist of the collection of integrated 24-hour samples every six days (1/6) at five (5) sites in the community approved by Paramount. In addition, while not directly requested in the RFP, we have provided a cost estimate for the procurement of a meteorological station that will be sited by Paramount. The cost estimate provided is for a similar meteorological station configuration as the stations SCAQMD were operating over the past few years in Paramount. Costs for the meteorological station installation and operations have been included. This air monitoring program effort is proposed for a minimum of one year with the option of extension beyond the one year.

Data collected from this air monitoring program will be made available through a public website to inform the community about the levels of Cr(VI) in the air that they breathe.

T&B Systems is a California certified small business with an office in Valencia, CA, operating within Los Angeles County, 50 miles from Paramount. T&B Systems is an innovative environmental and meteorological monitoring and research company that has been in the air quality and meteorological research field for over 35 years. We serve a wide range of clients including, among others, CARB, SCAQMD, Bay Area AQMD, Santa Barbara County Air Pollution Control District (SBAPCD), U.S. Department of Homeland Security (DHS), Los Angeles Department of Water and Power (LADWP), and the U.S. Environmental Protection Agency (EPA). T&B Systems provides quality services for customer air monitoring and meteorological networks and stations, as well as third party quality control (validation) of the instruments and systems and quality assurance of network and systems. T&B Systems is the designated meteorological expert for the U.S. EPA Photochemical Assessment Monitoring Systems (PAMS) network deployment. Our extensive experience (over 30 years) is detailed further in this proposal. The T&B Systems personnel assigned for this program all have between 10 and 40 years of experience in air quality monitoring, and are well-suited to exceed the monitoring and communications objectives stated in the RFP.

T&B Systems' staff has a long history of measurement system development, deployment and operations that dates back to the late 1970s. T&B Systems has provided extensive services in station installations, operations, audits, maintenance and data processing of gaseous, PM and meteorological monitoring equipment used in the various environmental sampling programs being conducted. T&B Systems has an extensive history in particulate measurements, meteorological measurements, data telemetry, and data management. For the California Regional PM Air Quality Study, we operated a 50-site network of portable fine particulate filter samplers and nephelometers (for continuous optical PM measurement) throughout central and northern California. We also conducted a PM_{10} saturation monitoring study to investigate PM issues in the Las Vegas area, setting up 10 portable continuous PM and meteorological monitoring sites. In addition, we have assisted the Maricopa Association of Governments in the investigation of particulate issues in the Phoenix area, including continuous monitoring of PM

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from mobile platforms (a fully instrumented SUV) and fixed locations, measuring fractionated PM and meteorology. We have a strong working relationship with SCAQMD and are currently providing real-time data polling and data display of both particulate and meteorological data from the South Coast AQMD's air quality and meteorological monitoring network. For five years, we also provided the SCAQMD with third-party quality assurance of their FRM and Hi-Vol PM sampling network, and are therefore experienced in evaluation of siting and operations of particulate monitoring networks. We are also currently providing polling, validation, and data display services for a PG&E 33-site meteorological monitoring network.

T&B Systems understands well the process and requirements for obtaining integrated air quality filter samples such as those required for this contract. Since 2003, T&B Systems has been responsible for operating the Bay Area AQMD's BioWatch sampling program funded by the Department of Homeland Security (DHS). For this effort, which is monitoring for bioaerosols 24/7, we are collecting and reinstalling filters daily from 32 samplers sited in populated areas throughout the Bay area. All samples are collected using strict handling and chain-of-custody procedures defined by the DHS, and are delivered to the analytical laboratory on a defined schedule. To date we have collected well over 150,000 sample filters. In addition to collecting the samples, we also service and maintain the samplers, responding immediately if a sampler becomes inoperable.

T&B Systems is currently contracted by the State of California Department of Parks and Recreation (State) to conduct seasonal particulate monitoring at Oceano Dunes State Vehicle Recreational Area (ODSVRA), including validation and management of the collected data, the refurbishing, calibration and preparation of the equipment that is used for the monitoring effort. In 2017, T&B Systems performed a measurement project for the State of Alaska to assess the spatial and temporal variation of $PM_{2.5}$ as a community monitoring project in North Pole, Alaska. The study was conducted in the winter of 2017 under extreme environment conditions, with temperatures as low as -40^{o}C. This project involved the comparison of hourly and 24-hour averaged $PM_{2.5}$ measurements from portable and mobile monitoring sites. We designed a portable network of twelve (12) PDR-1500 (Thermo Scientific) instruments and meteorological monitoring stations that communicated data every second to the T&B Systems graphical display website. Additional information can be found at the following website: https://dec.alaska.gov/air/north-pole-study/

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A.2 AIR MONITORING PLAN

A2.1 Development of Quality Assurance Project Plan (QAPP) and Standard Operating Procedures (SOPs)

Prior to commencing data collection efforts, we will generate a Quality Assurance Project Plan (QAPP) detailing operating procedures, QC criteria, standard operating procedures (SOPs) and other information consistent with good, professional air quality and meteorological practices. This will ensure that the resulting data are usable for the intended analyses for this research project and provide both reliable real-time data and a defensible, validated final data set. We will work closely with Paramount and SCAQMD personnel as we develop the QAPP.

In order to accomplish the monitoring objectives outlined in the RFP, we propose implementing the EPA Data Quality Objectives (DQOs) process. The DQOs are a tool that can be used to bring the objectives of a project into focus. This is not to say that the client doesn't know what their objectives are, but rather to bring the monitoring objectives into a more concrete approach so that the client and the contractor both understand how the objectives *translate* into actual monitoring. The DQOs are a strategic planning approach used to verify that environmental data that is collected will produce data of sufficient quality to meet the needs of *decision makers*. Since the client is the decision maker, it is imperative that T&B Systems work closely with Paramount and SCAQMD to make sure all data collected by T&B Systems meets these required needs.

The formal DQO process consists of seven steps to ensure that the experimental design will meet specific decision criteria specified by decision makers and other stakeholders. Below are the seven steps:

- State the problem
- Identify the decision
- Identify the inputs to the decision
- Define the study
- Develop a decision rule
- Specify tolerable limits on decision errors
- Optimize the design

Figure 1 illustrates the quality improvement process that incorporates the DQOs for measurement program. The process begins usually in one or two meetings between the T&B Systems and Paramount. These meetings can be conducted via teleconference. The process is led by the Quality Assurance Officer (QAO) for the project and the DQO process is implemented. The QAO begins by asking a series of question regarding the objectives and through detailed discussion, the information needed by the QAO and the client begin to come into focus. After the initial meetings the client will meet and discuss the findings. The DQOs are then presented to the decision makers for approval.

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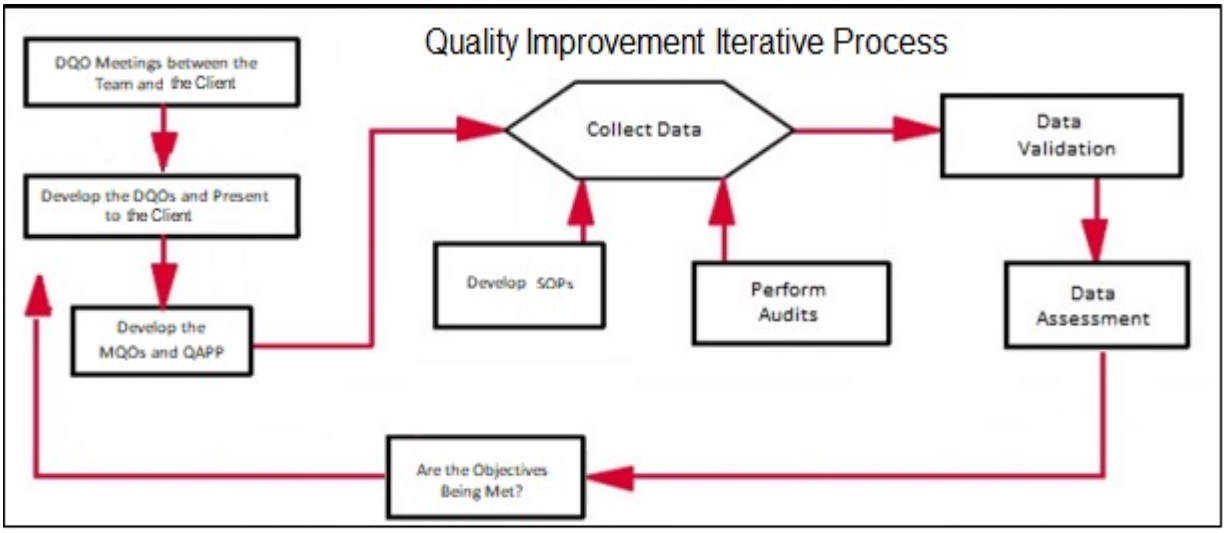

Figure 1. DQO iterative process for Quality Improvement

Once the DQOs have been approved, the next phase is translating of these DQOs into tangible goals. This usually begins with the creation of the QAPP/workplan. The QAPP is a planning document that illustrates how the monitoring that will be operated and maintained in order to satisfy the DQOs and the needs of the decision maker/client. The QAPP will:

- Provide descriptions of the data collection and analysis efforts;
- Illustrate how monitoring equipment will be integrated, operate, maintain the monitoring equipment;
- Develop and implement study designs that include current and historic data;
- Define the DQOs and illustrate how they will be met;
- Include all Standard Operating Procedures (SOPs) for the project.

We will in general follow the EPA guidance document EPA QA/G-5 - *Guidance for Quality Assurance Project Plans* to develop the QAPP. Since this is not a regulatory project, some of the recommendations in the guidance will not be applicable. However, we will still be addressing the primary elements of the guidance, which include the following:

- Project Management
- Data Generation and Acquisition
- Assessment and Oversight
- Data Validation and Usability

Once the DQOs are established and before beginning operations, the Measurement Quality Objectives (MQOs) must be established based on the DQOs. As the MQOs are met during each phase of the project, the decision makers will have the information necessary to document the performance of the systems that are in place. MQOs are designed to assess the measurement process to ensure that measurement uncertainties (i.e., the MQOs) are within the acceptable range established so that the DQOs can be met. The MQOs can be defined in terms of the following Data Quality indicators (DQIs):

- *Precision:* Precision is the degree of mutual agreement among individual measurements under prescribed conditions. For particulate systems, collocation of samplers is required in order to measure precision. Depending on the number of sites that are operated, it is a good field practice to have at least 10% of all samplers collocated. For this project, it is recommended that a collocated sampler should be incorporated at one of the sites.
- *Bias:* Bias is the systematic or persistent distortion of a measurement process that causes error in one direction. The data from the collocated instruments will provide information for the bias within the systems.

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- *Accuracy:* Accuracy is the correctness of data and refers to the degree of difference between observed and known, or true values. This information is typically established by calibrations and audits using transfer standards. For particulate measurements in general, there are no known true values, and sampler accuracy will be measured by performance (flow) checks and audits between the samplers and a certified flow meter. Where transfer standards for calibration and auditing are available, as is the case with the most meteorological measurements, the general goal for accuracy is to be within one standard deviation of the precision for each measurement. All meteorological calibrations will be performed using methods consistent with the Quality Assurance Handbook for Air Pollution Measurement Systems, Volume IV: Meteorological Measurements Version 2.0 (USEPA 2008).
- *Representativeness:* Representativeness is a measure to which data can represents a characteristic of a sampling location. It is usually determined by assessing whether a monitoring location meets certain specified criteria. Initial site assessments will be performed at all locations at the time of the monitoring transition with any observed siting concerns being communicated to Paramount.
- *Detectability:* Detectability is the low range critical value that a method-specific procedure can reliably discern. Instruments will be selected and operated on the basis of whether or not the level of detection (LOD) meets the requirements for the program. Laboratory QC data and field blank data will provide LOD information for the sampling efforts.
- *Comparability:* Comparability is a measure of the confidence with which one set of data may be compared with another. Typically, Comparability is verified by the performance of independent audits to ascertain whether or not sites still meet the objectives of the program. While independent audits have not been costed for this monitoring program, Paramount can elect to have an audit program if it is deemed appropriate.

Included as an appendix in the QAPP will be SOPs detailing the sampling procedures. We will be using the EPA SOP presented in Section G as a template. This SOP applies for an older model of BGI sampler, but while some of the details regarding the instrument display and operation will differ, the major components regarding sample handling and instrument QC will be the same.

A2.2 Equipment Installation

- *Cr(VI) Samplers*

It is understood that Paramount currently owns five samplers for the collection of Cr(VI) samples that will be used for the monitoring effort, consisting of either of the following:

1. BGI PQ100 Ambient Sampler
2. BGI Omni Ambient Sampler

It was not noted in the RFP if Paramount's samplers are currently operational in the field or if they would need to be installed prior to the monitoring effort. While the extent of our assistance in installing the samplers is not known at this time, we have provided some labor in our cost proposal for this effort. Our team will work closely with SCAQMD personnel during the monitoring transition to become familiar with the sites and operations.

- *Meteorological Measurements*

While not directly requested in the RFP, T&B Systems is proposing that Paramount procure a meteorological station that consists of the following meteorological parameters and configuration:

1. Wind Speed and Wind Direction.
2. Temperature and Relative Humidity
3. Datalogger with Cellular Modem
4. Solar Powered
5. Tripod-Mounted

T&B Systems has previously purchased similar meteorological stations for the SCAQMD that were installed in locations around Paramount for identifying monitoring impacts of Cr(VI) within the community. We programmed the dataloggers and were tasked with providing real-time displays for the SCAQMD. We are proposing that the equipment be installed on a tripod, which makes for a more portable station that can be moved to different locations, if necessary. All equipment specifications are provided in Section G - Additional Information.

A2.3 Monitoring Operations

At the end of the SCAQMD transition period, T&B Systems will provide a full year of sample collection on a 1:6-day schedule (61 sample days x five samplers). It is assumed that a midnight-to-midnight sample period is desired, but we will program the samplers for whatever sample period is desired by Paramount. Filters will be collected on the first day following the completion of the sampling period, and packaged and shipped immediately overnight to the laboratory in coolers containing blue ice. In the event that weekend or holiday schedules impact delivery, samples will be stored in a freezer until shipping is possible.

Key to meeting the monitoring goals will be a strong QC program. The routine 6-day visits to the sites will include visual site inspections, diagnosis and repair of equipment problems, verify sampler clock accuracy and sample runtimes, replacement of sensors, if necessary, routine operational maintenance of monitoring equipment, and documentation and reporting of all problems and resolutions to project management. As part of this effort, flowrates of the samplers will be checked with a transfer standard that is certified annually. Chain of custody forms will be filled out during each of the 6-day visits and sent to CLN. An example Chain of Custody form from CLN can be found in Section G - Additional Data. Careful filter handling practices will be implemented including the use of laboratory gloves when handling, removing or installing the filter media.

- Quality Control Sampling

For regulatory monitoring, the EPA requires that PM monitoring networks of this scope include routine collocated sampling at one of the sites. While it is realized that this monitoring is not regulatory, collocated sampling will further define the quality of the collected data. We therefore recommend that one of Paramount's samplers be operated as collocated sampler to determine the precision and bias of the data. This is crucial information since these are critical MQOs. If the data are to be shared with any outside entities, including the public, precision and bias information may be requested. It is recommended that an approximately 1:10 ratio of collocated samples relative to total samples be collected. If the designated collocated sampler is needed for routine monitoring to increase spatial representativeness of the network, sampler could be collocated for five of the months, and then used for seven of the months at a monitoring location of interest. These issues will be discussed during the DQO process described above.

Additionally, field blanks will be collected for the Cr(VI) samplers. The field blank filter will be loaded into the sampler and immediately removed from the sampler (thus no air flow through the filter), and handled and delivered to the laboratory per standard operating procedures. Analysis of these filters (again at an approximately 1:10 ratio relative to total samples collected) will be used to further define the sampling LOD.

- Sampler QC Flow Checks and Meteorological Calibrations

Flow checks will be conducted on all samplers during each visit. An "as found" and "as left" flowrate check will be performed prior to the removal of sample filters and following the loading of new filters. A complete flow, temperature and pressure calibration will be performed monthly on each of the samplers. These flow checks/calibrations will be conducted using National Institute of Standards and Traceability (NIST)-traceable flow standards that T&B Systems maintains at their Valencia office and consequently are routinely certified following EPA and NIST guidance. All calibrations will be performed using methods consistent with the EPA QA guidance and manufacturers recommendations. These methods will be included as part of the SOPs that will be developed and provided during the monitoring transition from SCAQMD. An example SOP has been provided in Section G – Additional Data and will serve as a template for the development of project specific SOPs for Paramount's Cr(VI) monitoring.

The meteorological sensors will be calibrated using NIST traceable motors, compass, temperature and RH sensors. The calibrations will be performed every six months.

Following the calibration of all site samplers and sensors, the results will be summarized into a report that will become permanent documentation of the operations at the site. If adjustments are needed to equipment, or if any equipment is replaced, then both as-found and as-left calibration records will be provided. Included in the calibration report will be a summary of all activities that were needed to repair, adjust, calibrate or simply verify the operation.

- Data Capture and Loss

Data loss cannot be avoided during field operations. Many things can affect data loss: power outages, severe weather or instrument malfunctions. T&B Systems will strive to collect 100% data recovery, with a firm goal of no more than 5% data loss.

The ASTM method states several situations where a filter is considered invalid:

- Filters which have been dropped or become contaminated with any foreign matter (that is, dirt, finger marks, ink, liquids, etc.)
- Filters with tears or pinholes which occurred before or during sampling
- If the start and stop flow rates differ more than ±10%
- Filter samples collected by the samplers which operated less than 23 hours or more than 25 hours

We recommend that analysis be conducted and reported for all samples, but flagged accordingly if the sample is subject to one of the above situations.

- Materials and Parts

T&B Systems will purchase and maintain a spare parts inventory for the samplers. Cost have been included for these parts.

- Equipment Repair

As part of web-based data display system, routine screening of meteorological data will be performed to check for out-of-range conditions and data that are not being collected. Notifications are provided by email for any condition outside of the specified criteria. This provides our data management and field service crews with the information to respond quickly to potential problems. These tools provide us with the ability to minimize down time.

Equipment repairs on the Cr(VI) samplers will be conducted as needed during at least weekly site visits at the time the filters are collected and loaded.

A2.4 Laboratory Services

T&B systems will subcontract Chester LabNet (CLN) located in Tigard, Oregon (https://chesterlab.net) for the analysis of 1/6 day 24-hour integrated Cr(VI) samples. We have used CLN for analytical services over the last couple of decades including XRF, Gravimetry and Metals analysis. CLN is an ORELAP accredited laboratory that specializes in inorganic air quality analysis and provides Cr(VI) sampling and analytical procedures that meet ASTM D6714-20. CRN can meet the weekly Cr(VI) analysis and reporting goals outlined by Paramount and can meet the monitoring goal of quantifying requested lower ambient levels of Cr(VI) (<0.06 ng/m3) and also highly elevated levels (>10 ng/m3). CLN's Cr(VI) analytical methodology, QA/QC elements and SOP for Cr(VI) analysis performed to ASTM Method D7614-20 can be found in Section F – Subcontractors. This document provides the analytical method Minimum Detection Limit, Accuracy and Precision data quality objectives. Additional CLN SOP documentation can be found on the provided USB drive. CLN's current ORELAP certification can be found in Section G – Additional Information. CLN will provide all filter media and cold storage packaging to T&B Systems for the shipment of the blank filter media from CLN to T&B Systems and the collected filter media from T&B systems to CLN for analysis following the weekly unloading of filters. Chain of custody forms will be filled for each sample run day and sent with each of the shipments to CLN. Copies of all documentation will be provided to Paramount and will be archived.

A2.5 Data Management

We will alert Paramount and SCAQMD immediately after the receipt of results from the laboratory of any highly elevated CR(VI) concentrations.

A key element of this monitoring effort is routine (weekly) uploading of Cr(VI) analysis data to the City of Paramount's Environment Information Portal. Additionally, the inclusion of the meteorological data, including historical plots, wind roses, etc. can also be included on the webpage.

We will provide validated data files in an Excel compatible format. Data validation will include the following:

- Three levels of data validation (Level 0, Level 1, and Level 2) for continuous meteorological monitoring elements.
- Data validation will be conducted following procedures presented in the QAPP.
- Meteorological data will be screened automatically for reasonableness, with notifications automatically emailed to responsible parties to rectify out-of-tolerance values.
- Data will be reviewed at least weekly using time-series plots to identify potential issues that are not readily identified using automatic screening routines.

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- Monthly validation of the data that carries the process to Level 2 will be performed on the data set. As the pre-screened data are already available, this will finalize the data into an archival set in a cost-effective manner.

Level 2 validated data will be provided in an agreed-upon format to Paramount on a monthly basis.

We shall retain all raw and final data for up to five years past the duration of the monitoring period and provide this information to Paramount before the termination of this contract. All relevant data will be stored locally at our office in Valencia and will be routinely backed-up to our backup drives and online Cloud storage.

A.3 COMMUNITY OUTREACH

A3.1 Community Meetings

Providing routine community outreach and a good working relationship and communication with Paramount during the monitoring effort will be key to a successful program. Following the execution of the contract and before commencing with the monitoring, T&B Systems will meet with Paramount personnel and members of the community to describe the monitoring plan and timeline in detail along with providing an overview of the measurement strategy, data quality objectives and details regarding the notification display options to the community.

Semi-annual community meetings are anticipated for the duration of the monitoring effort. These meetings are designed to provide status and study updates to the community.

Finally, a community meeting will be scheduled at the end of the project where T&B Systems will summarize the monitoring data and relevant results and findings. As needed oral reports to the City Council will be provided.

A3.2 Public Website

Data collected from this air monitoring network shall be made available to the public weekly through a public website to inform the community about the levels of Cr(VI) pollutants in the air they breathe. In addition, if desired by Paramount, meteorological data can be uploaded in near real-time to the public website. The data will not be privately owned and will be readily available to the public for viewing or other use during and after the conclusion of the monitoring program. **Figures 2** and **3** are examples showing the relationship of PM_{10} concentrations at different time averaging intervals to the observed hourly average wind speeds. Plots such as these are easily generated through a login on our web page.

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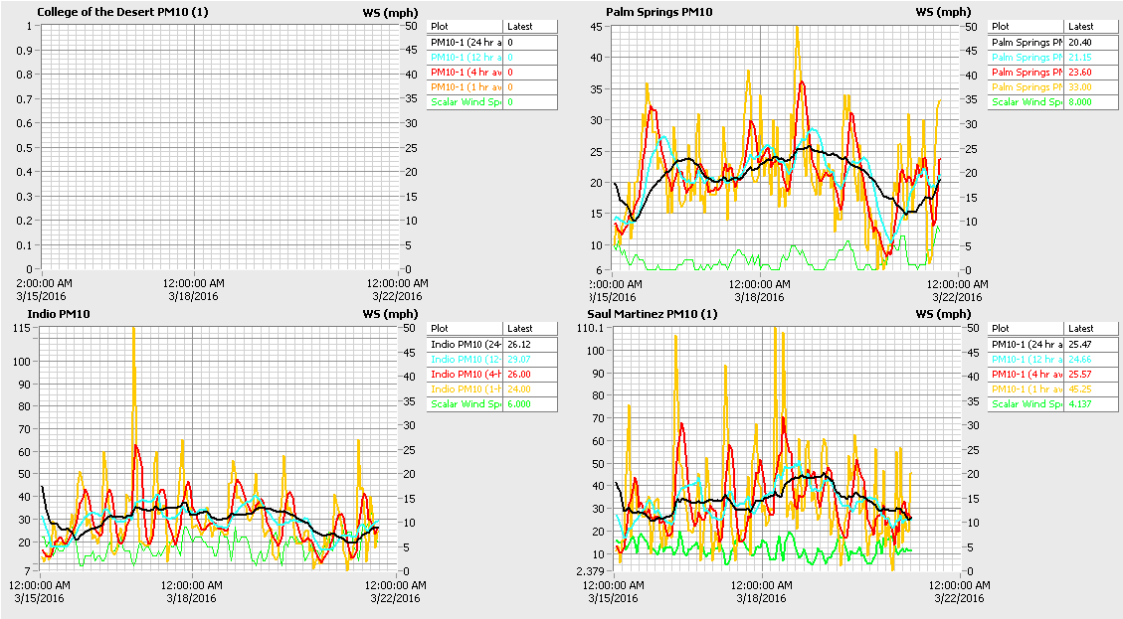

Figure 2. SCAQMD PM_{10} concentrations at various time averaging intervals (gold-1hr, red-4hr, blue-12hr, black-24hr) and hourly average wind speed for three sites.

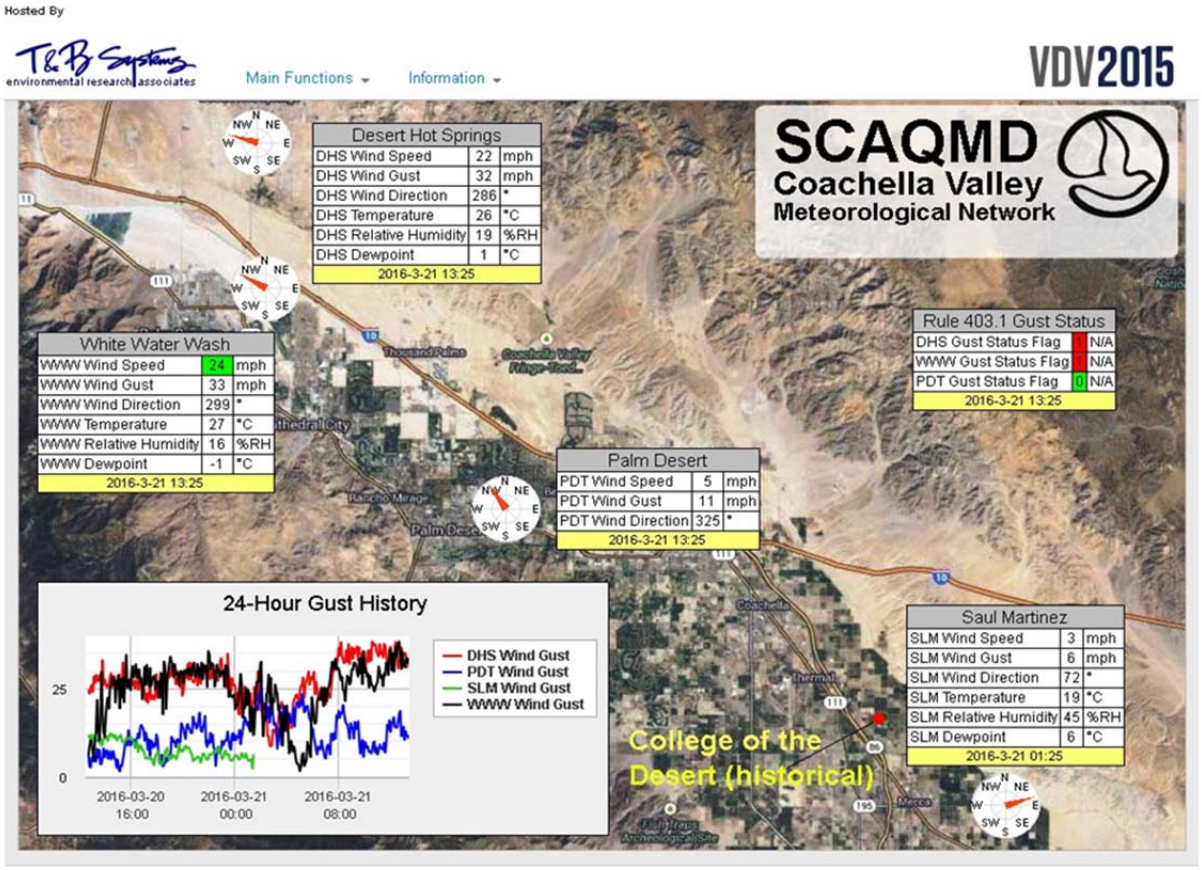

Figure 3. VDV web page showing the SCAQMD Coachella Valley meteorological monitoring sites with individual graphical displays. Note the rapid identification of the loss of data connection for the Saul Martinez site in the 24-hour gust history (green trace). Access to the historical data is provided through the Information dropdown menu.

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Section B

PROJECT TIMELINE

The air monitoring effort described above has been budgeted to operate for a one-year period. Continued operation of the network can be easily extended as additional funding is made available. **Table 5** provides the anticipated schedule for the proposed program over the one-year period specified in the RFP.

Milestone	**Completion Date**
Anticipated Contract Execution	Assuming September 2021
Work with Paramount and SCAQMD during monitoring transition	September/October 2021
Community meeting – Team introduction, presentation of monitoring network and public website	October 2021
Installation of meteorological station and start of routine Cr(VI) sampling (1/6-day sampling) for a 1-year period	October 2021 – November 2022
Semi-Annual Community Meeting	May 2022
Final Community Meeting	November 2022
City Council Meetings	As needed

Table 5. Estimated project timeline

Section C

PROJECT ORGANIZATION

Program direction for the project will be led by Mr. David Bush (davebush@tbsys.com). He is a Principal of T&B Systems and manages the operations out of T&B Systems' Placerville office. In this role he will provide technical guidance and corporate-level liaison for all of the project operations.

Overall project management will be performed by Dr. Kenneth Underwood (kunderwood@tbsys.com). Dr. Underwood is a senior scientist and program manager at T&B Systems' Valencia office. He will be responsible for managing the project and communicating with Team members, and will be the principal interface with Paramount. Key to the success of the contract will be maintaining a close working relationship between T&B Systems staff and Paramount staff. Dr. Underwood will work closely with Paramount representatives to provide Paramount with up-to-date reports on the project status and to assure that T&B Systems is meeting all goals.

Managing the day-to-day field measurement efforts and coordinating the various project activities including logistics for installation, calibration and processing of data will be Mr. David Yoho (dyoho@tbsys.com). He will track costs and schedules, assuring that all field work in conducted on time and within budget. Mr. Yoho will also participate in interfacing with Paramount and the community.

Mr. Dennis Mikel (dmikel12@gmail.com) will serve as the project Quality Assurance Officer. He will be in charge of developing the Quality Assurance Project Plan for the effort and will be responsible for verifying that it is implemented in routine data collection operations.

Supporting the routine operations will be Mr. Randall Baxter (rbaxter@tbsys.com). Mr. Baxter has extensive experience in air quality and meteorological equipment preparation, installation, maintenance and calibration. He will also provide the routine review of the data to help identify any conditions that are out of tolerance. Mr. Baxter will provide the weekly routine filter media shipments to CLN.

Resumes for key Team members are presented in Section E.

Section D

QUALIFICATIONS

T&B Systems is an international, multi-disciplinary environmental research consulting organization. It is organized and equipped to provide the technical expertise required to produce the most practical and economical solutions to the environmental problems facing the government, and urban and rural communities today. T&B Systems has offices in Valencia, Placerville, and Berkeley, California. T&B Systems staff is comprised of 24 permanent employees of whom 8 are considered professional/managerial staff, 13 field technicians and 2 administrative staff. T&B Systems maintains a full spectrum of air quality and meteorological monitoring and quality assurance equipment, including both conventional and saturation monitors; an array of particulate monitors and meteorological monitoring equipment; and specialized systems for auditing remote sensing systems.

T&B Systems was formed in 1986 with the goal of providing a full spectrum of environmental services through its core staff and associates. Key in the company focus is the philosophy of providing the appropriate services to address the client's needs. Our success is reflected in the fact that virtually 100% of our work comes from repeat business and direct referrals from our existing clients to new ones seeking high quality services and solutions to a full range of standard to unique and specialized needs.

The following are key, relevant, recent (within the past three years) City, State and Federal projects demonstrating the proposed team staff experience in meteorological monitoring and measurement programs, with an emphasis on programs related to surface and upper-air meteorological and air quality measurements. Some programs are also included from our experience in the quality assurance of meteorological measurements as they demonstrate our knowledge and understanding of measurement and data validation programs.

South Coast Air Quality Management District – Coachella Valley Monitoring Support
Period of performance: 08/03 to present
Reference: Mr. Kevin Durkee (909) 396-3168
T&B Systems Personnel: D. Bush, D. Yoho, P. Bush and R. Baxter

The South Coast Air Quality Management District currently operates a four-station network of surface meteorological monitoring stations throughout the Coachella Valley to support high-wind forecasting for SCAQMD Rule 403.1: Wind Entrainment of Fugitive Dust. Wind speed and wind direction are measured at each of these sites, with one also providing continuous measurements of PM_{10} and H_2S. As part of an ongoing contract, we and our subcontractor, Severson Company, are providing monitoring support for the four existing monitoring stations including Whitewater Wash, Desert Hot Springs, Palm Desert and Saul Martinez (near Mecca). Initially, three of the stations were inoperable and in need of service and upgrades including the installation of new sensors, data loggers, and power and communications equipment. With the combined efforts of the team the three monitoring stations were made operable with new sensors and reliable communications. Since starting the support, we have processed data on a monthly basis and are posting monthly summaries in standard PDF format to a publicly accessible web page. Through the installation of innovative communications systems, real-time processing and graphics generation, and efficient programs for FTP data transfer, each of the sites now has data posted in real-time on the Internet. For the last five years, additional data from the SCAQMD routine monitoring network have also been ingested into the Vista Data Vision visual display and analysis system that allows detailed analyses to be performed from the

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total air quality and meteorological monitoring network through a web interface. This has allowed quick analysis of the data for forecasting and subsequent evaluations of air quality events. The combined networks have provided SCAQMD with significant additional capabilities, including a local station mounted on the rooftop of the SCAQMD headquarter. Access to these data is found at http://aqmdroof.tbsys2.com.

The San Francisco Bay Area BioWatch Program
Period of performance: 7/02 to present
Client: Bay Area Air Quality Management District
Reference: Charles Knoderer, (415) 749-4613
T&B Systems Personnel: D. Bush, N. Mazar, and P. Bush

T&B Systems, under sub-contract to the Bay Area Air Quality Management District (BAAQMD), was and is integral to establishing and operating the second largest BioWatch monitoring network in the nation--located in the greater San Francisco/San Jose area. BioWatch is an early warning system that can rapidly detect the presence and geographic extent of a biological agent release. The system was designed to enable federal, state, and local officials to comprehensively co-ordinate and respond to this potential threat. The network is operational 365 days a year and consists of numerous sites strategically located based on population exposure and dispersion modeling. As the program expanded, T&B Systems assumed responsibility for selecting and installing new sites, and maintenance and calibration of the sampling equipment. In 2008, T&B Systems received the Award of Excellence for Field Operations at the Dept. of Homeland Security's (DHS) National Biowatch Conference. Among the achievements cited were the use of the Standard Operating Procedures (SOP) developed by T&B Systems as the basis for the National SOP, our continuing rapid implementation of procedural and equipment upgrades/modifications, and our nearly 99 percent data-capture rate over several years (over 900 samples monthly). For Super Bowl 50 in early 2016, the DHS requested that an additional 48 special event sampling locations be established for up to two weeks of twice-a-day sampling leading up to and during the Super Bowl. This included establishing samplers in and around three venues: Levi's Stadium in Santa Clara, Moscone Center in San Francisco, and SAP Center in San Jose. The unprecedented number of special event locations and the distance between the venues and supporting laboratories created a number of logistical challenges. T&B Systems successfully met all of the special event sampling goals, and were again given the Award of Excellence for the effort.

Oceano Dunes SVRA E-BAM Studies Project Support
Period of performance: 10/13 to present
Client: State of California Department of Parks and Recreation
Reference: Ronnie Glick, (805) 773-7180
T&B Systems Personnel: D. Bush, D. Yoho, R. Baxter, P. Bush, D. Mikel

From 2011 through 2016, T&B Systems provided routine operational service of a 10-meter meteorological monitoring tower located at Oceano Dunes SVRA. In addition to maintaining and calibrating the sensors, T&B Systems conducted real-time remote polling and validation of the data. The transfer of the operations from the prior contractor to T&B Systems was very smooth and seamless with the data polling, validation and submittal performed in a timely and cost-effective manner. In addition, we installed and operated 3 temporary meteorological wind towers between 2012 and 2014 as part of the ongoing study.

Beginning in 2013 T&B Systems provided support to uninstall, test, calibrate and refurbish E-BAM, particle profiling and meteorological equipment used to evaluate the PM10 impact problem at the Oceano Dunes State Vehicular Recreation Area. Included in this effort was a review of the previously conducted co-location project and collected data to determine the quality of the measurements and validity of the information collected. A critical review of the procedures, criteria and methods used provided valuable insight into the future studies to be performed at the Dunes. Additional support included assessment of the equipment, inventory and operational status of the various monitors and recommendations for future studies. In 2016 and again in 2019, T&B Systems was awarded the PM10 monitoring contract to conduct measurements from May through October of each year, currently through 2021. Through 2018, this included the testing, installation, operation, and maintenance of five E-BAM samplers at one permanent and four temporary locations on the Dunes. The scope of the monitoring network was changed significantly in 2019, expanding to 15 monitoring locations using Met One Particle Profiler samplers and meteorological measurements at all sampling locations.

Quality Assurance Support for US EPA OAQPS
Period of performance: 2014 to present
Client: Battelle
Reference: Doug Turner, (614) 424-3112
T&B Systems Personnel: D. Bush, K. Underwood, D. Mikel

Under a general support contract through Battelle for the US EPA Office of Air Quality Planning and Standards (OAQPS), T&B Systems has been tasked with providing technical direction and input for the meteorological measurements require for the EPA's Photochemical Assessment Monitoring Stations (PAMS) network. For this effort, we are providing technical input for the PAMS Technical Assistance Document (TAD) and PAMS QAPP, and are responsible for the development of the SOPs for ceilometer measurements, which have been recently added as a PAMS requirement. We also are responsible to responding to shareholder's questions regarding meteorological measurements, particularly those related to measurement QA/QC.

Beginning in 2013 T&B Systems provided support to uninstall, test, calibrate and refurbish E-BAM, particle profiling and meteorological equipment used to evaluate the PM10 impact problem at the Oceano Dunes State Vehicular Recreation Area. Included in this effort was a review of the previously conducted co-location project and collected data to determine the quality of the measurements and validity of the information collected. A critical review of the procedures, criteria and methods used provided valuable insight into the future studies to be performed at the Dunes. Additional support included assessment of the equipment, inventory and operational status of the various monitors and recommendations for future studies. In 2016 and again in 2019, T&B Systems was awarded the PM10 monitoring contract to conduct measurements from May through October of each year, currently through 2021. Through 2018, this included the testing, installation, operation, and maintenance of five E-BAM samplers at one permanent and four temporary locations on the Dunes. The scope of the monitoring network was changed significantly in 2019, expanding to 15 monitoring locations using Met One Particle Profiler samplers and meteorological measurements at all sampling locations.

Quality Assurance Support for PSD Monitoring for Santa Barbara County APCD
Period of performance: 06/86 to present
Client: Under contract to the Santa Barbara County Air Pollution Control District
Project Contact: Joel Cordes Santa Barbara County APCD, (805) 614-6792
T&B Systems Personnel: R. Baxter, D. Bush, and D. Yoho

T&B Systems is performing quarterly performance audits of the PSD monitoring network operated for the Santa Barbara County Air Pollution Control District. The network monitoring includes a full range of continuous gas, meteorological, and particulate monitoring equipment for up to 20 sites during the late 1980s. This project is a continuation of QA/QC services provided to the District by T&B staff since 1986. Until 1994, T&B staff also performed the technical reviews of meteorological and air quality data submitted by the monitoring network contractors to the District to assess their validity and determine whether the data quality control/QA requirements were met. These reviews involved routine, detailed checks of contractors' procedures for monitoring quality control, data processing and editing. In 1994, using procedures and training provided by T&B Systems staff, the District assumed responsibility for this data validation effort. Mr. Bush was the project manager from 1987 through 1992, participating in all tasks associated with the contract and managing the seven-person office that serviced the contract. He continues to manage the current audit effort. Mr. Yoho has been conducting quarterly audits of the monitoring network for the last seven years

Air and Water Monitoring Support for the Paiute Tribes
Period of performance: 2004 to present
T&B Systems Personnel: D. Yoho, R. Baxter, D. Bush, P. Bush

Since 2004, T&B Systems has been working with several Paiute Native American tribes to address air quality monitoring issues within their communities. Assistance consists principally of routine air monitoring audits during which general technical and trouble-shooting support of Paiute air and water-monitoring equipment is provided. In several cases, our initial audit encountered equipment that had been neglected for several years, in which case we assisted in evaluating necessary procedures for re-establishing accurate measurements. Additionally, T&B Systems provides data management support to several tribes, including routine air monitoring data submissions to the EPA AQS database as required by tribal EPA Air Grants. We are also assisting in the development of to a number of Quality Assurance Project Plans (QAPPs) required by the EPA, and are providing Quality Assurance training of the air-monitoring

instrumentation for local tribal personnel. We have recently assisted with the upgrades of tribal data logging systems, helped with the installation and configuration of a new real-time PM samplers, and updated tribal web pages with real-time displays that are available for public viewing. We have also assisted the tribal site operators by providing a login to our real-time data acquisition and display system to provide analysis capabilities and alarm notifications of out-of-tolerance conditions for each of the instruments.

Below is a listing of tribes, tribal contacts and instrumentation and other services that T&B systems routinely supports:

- **Bishop Paiute Tribe**
  Project Manager: Ms. Emma Ruppell (760) 873-7845 emma.ruppell@bishoppaiute.org
  - Ozone audits
  - TEOMS (PM_{10} / $PM_{2.5}$) audits
  - 10-meter meteorological tower audits
  - Web display of air quality data
  - Visibility camera installations

- **Big Pine Paiute Tribe**
  Project Manager: Ms. Sally Manning (760) 938-3036 s.manning@bigpinepaiute.org
  - 10-meter meteorological tower audits

- **Fort Independence Paiute Tribe**
  Project Manager: Ms. Sarah Titus, (760) 876-4690 sarah@fortindependence.com
  - TEOM (PM_{10}) audits
  - 10-meter meteorological tower audits
  - Web display of air quality data
  - Water monitoring network (well and stream monitoring equipment) data logger integration and web data display
  - Routine EPA AQS data submissions

- **Las Vegas Paiute Tribe**
  Project Manager: Mr. Shannon Lee, (702) 490-8425 slee@lvpaiute.com
  - Ozone audits
  - BAMS (PM_{10} / $PM_{2.5}$) audits
  - 10-meter meteorological tower audits
  - Web display of air quality data
  - Routine EPA AQS data submissions
  - QAPP development support

- **Lone Pine Paiute Tribe**
  Project Manager: Ms. April Zrelak, (760) 876-4690 airqualitycoordinator@lppsr.org
  - TEOM (PM_{10} / $PM_{2.5}$) audits
  - 10-meter meteorological tower audits

- **Pyramid Lake Paiute Tribe**
  Project Manager: Ms. Tanda Roberts, (775) 574-0101 x18 TRoberts@plpt.nsn.us
  - BAM (PM_{10}) audits
  - 10-meter meteorological tower audits

- **Reno-Sparks Indian Colony**
  Project Manager: Ms. Laura Medvin, (530) 310-4556 lmedvin@rsic.org
  - BAM (PM_{10} / $PM_{2.5}$) audits
  - 10-meter meteorological tower audits

- **Yerington Paiute Tribe**
  Project Manager: Ms. Celine Bethel, (775) 783-0240 x311 cbethel@ypt-nsn.gov
  - TEOM (PM_{10}) audits
  - Meteorological tripod audits

Section E

RESUMES

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RESUME: DAVID H. BUSH
PRINCIPAL

Educational Background

B.S., Atmospheric Science, University of California, Davis, 1980
EPA Training Program, U.C. Davis, 1979-80
EPA Air Pollution Training Institute course, Quality Assurance for Air Pollution Measurement Systems, 1980

Mr. Bush is the owner of T&B Systems, and has spent over 40 years in the meteorological and air pollution research field, specializing in the development and implementation of quality assurance (QA) programs and in the setup and operation of air quality monitoring efforts. Since 1980, he has performed external and internal system and performance audits for air quality and meteorological measurements, laboratories, and data processing operations. In addition, he has developed QA auditing procedures, and managed QA contracts. He has performed over 500 air quality monitoring system and performance audits and was instrumental in developing new audit procedures, particularly in the auditing of particulate matter and meteorological monitoring systems. In addition, he has led several monitoring efforts, specializing in meteorological and particulate monitoring. He is the contract manager for a large bio- surveillance monitoring network in the Bay Area, providing daily samples from over 30 locations. From 1993 to 2015, he managed efforts funded by the California Air Resources Board monitoring ozone and wind data at multiple levels on a 2000-ft transmission tower near Sacramento. In 2008, Mr. Bush was also responsible for conducting aircraft measurements of ozone and $PM_{2.5}$ in Wyoming and Las Vegas, and for performing descriptive analyses of these and other data sets. In 2011, using his experience gained on the Sacramento transmission tower, he conducted long-line monitoring of wintertime boundary layer ozone and VOCs using a tethered balloon and a communications tower in Wyoming. In 2009, he setup and operated a Photochemical Assessment Monitoring Station (PAMS) for three years in northern California. In addition to conventional criteria pollutants, the effort included measurement of VOCs using a continuous gas chromatograph.

Mr. Bush also extensive experience with the small and inexpensive sensors that are changing the way air quality is being measured. In 2018, he headed the development of a sampling package for Kansas State University for use on UAVs flying into controlled-burn smoke plumes to measure 1-second ozone and $PM_{2.5}$ concentrations, temperature, and RH, all as a function of GPS position, as well as obtain gas and particulate samples for later analysis. He also assisted in the construction of a portable sample package for the Environmental Defense Fund for sampling similar 1-second data, plus black carbon concentrations. The package was designed to be used by city personnel on fleet vehicles during routine driving. Two packages successfully operated in Huston on a daily basis during June, July and August 2018. Mr. Bush also validated the data collected during this pilot study. Mr. Bush is a team member for a recently awarded Bay Area AQMD contract to develop a Sensor Center providing Bay Area communities with knowledge and guidance for using inexpensive sensors to accurately monitor local air quality issues.

Mr. Bush has been involved in a quality assurance (QA) role in several West Coast field data collection activities in the 1990s. He was the QA Manager for the California Regional $PM_{10}/PM_{2.5}$ Air Quality Study (CRPAQS), which included major field activities from late 1999 through early 2001. His responsibilities included overall management of the study's QA team, preparing guidance documentation for the monitoring contractors, developing audit protocols, identifying audit resources, and scheduling audit activities. In a similar role, he was also the QA manager for the Central California Ozone Study (CCOS) QA program. This was a major addition to CRPAQS designed to provide a detailed investigation of the formation and transport of ozone in California's Central Valley. In1987, he became the manager of a large on-site technical support contract for the Santa Barbara County Air Pollution Control District, managing the QA contract and conducting QA support. For his first 5-years with this contract, he was principally responsible for providing data validation and data management for the District's 20 station PSD air quality monitoring network. In addition, he and his staff provided system and performance audits, and review of monitoring and quality assurance plans. Support is still being provided to the District through a T&B Systems contract managed by Mr. Bush, mostly in the form of audits of the meteorological and air quality stations.

Mr. Bush has been actively involved in recent measurement programs designed to study the effects of air pollution on human health. He was the QA Manager for the Fresno Asthmatic Children's Environment Study (FACES). This was a multi-year health effects study that included both the collection of air quality and health-related data. For eight years, he was the QA Manager providing external quality assurance for the University of Southern California Children's Health Study. All of the above studies involved collection of a wide range of data, including region-wide particulate and gaseous air quality data, lung function testing data, and health surveys. He also provides or has provided external quality assurance review of 18 epidemiological studies sponsored by the Health Effects Institute. These studies are investigating the effect that air pollution has on human health, particularly for children, asthmatics, and the elderly. Mr. Bush's audits have expanded to include an international emphasis. He has conducted Health Effects Institute audits in the United Kingdom, Greece, Germany, the Netherlands, China, Taiwan, Mexico, and Canada, and for 4-years conducted annual audits of a multi-station monitoring network in the Andes in Peru.

Memberships

Air & Waste Management Association, American Meteorological Society

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RESUME: KENNETH H. UNDERWOOD, PH.D.
SENIOR SCIENTIST

Professional Certifications
Certified Consulting Meteorologist (CCM #466), American Meteorological Society

Educational Background
Ph.D., Meteorology, Pennsylvania State University, 1981
M.S., Meteorology, Pennsylvania State University, 1978
B.Sc., Physics and Mathematics, Bowling Green State University, 1971

Dr. Underwood has over 30 years of experience as a product developer and consultant to the environmental and meteorological communities. Dr. Underwood is trained as a boundary layer meteorologist with a heavy emphasis on using ground base remote sensing technologies to investigate and monitor the critical atmospheric parameters for environmental monitoring and research studies. For 25 years, Dr. Underwood worked to implement and improve Doppler/SoDAR (Sonic Detection and Ranging) technology while considering that its primary application is the measurement of the local atmospheric mixing height as well as the local atmospheric wind and turbulence profiles. The applications for this technology are environmental monitoring, meteorological studies, wind resource assessment and monitoring, aircraft safety and any requirement to understand the 3D spatial and temporal evolution of the atmospheric boundary layer.

Dr. Underwood has designed, developed and utilized several Doppler/SoDAR systems including hardware and software for measuring wind and turbulence profiles within the atmospheric surface and boundary layer (surface to 2000 meters), developed FAA sponsored wake vortex measurement studies at several US airports using SoDAR (wind and turbulence) and Radiometer (temperature and humidity profiles), contributed his expertise to the NASA SonicBat program to quantify the interaction of sonic booms with atmospheric turbulence in convective conditions, designed atmospheric monitoring program designed to quantify the propagation of ultra-high frequency radio waves through cloud entrained liquid water drops and ice crystals for FB Technologies and the development of standard operating procedures (SOPs) as guidance for the EPA scheduled utilization of laser based ceilometer instruments to measure local mixing heights measurements for recent deployment of Photochemical Assessment Monitoring Stations (PAMS).

Dr. Underwood has designed over 30 power and communication autonomous field measurement systems that have been deployed throughout the world. Many of these systems continue to be in operation. These systems use a combination of solar, wind and generator power that have enabled operation for multiple years in some cases. They have utilized satellite, cellular and radio communication that were selected according the customer requirements.

From 1992 through 2001, Dr. Underwood served as Vice President for AeroVironment, Inc. managing its Products and Air Quality divisions. Concurrent with that responsibility, Dr. Underwood provide meteorological forecasting and planning support the AeroVironment solar powered plane (Helios) that set the altitude record of 29,410 meters that was designed as an alternative communications platform to satellite based platforms. Dr. Underwood introduced the SoDAR technology for ground-based wind measurements for wind resource assessment needed for wind energy investment development programs. Dr. Underwood purchased the SoDAR technology from AeroVironment, Inc. and created Atmospheric Systems Corporation (ASC) to design and manufacture SoDAR related technology from 2005 until 2016 when the technology was sold. Dr. Underwood has actively worked with T&B Systems since ASC was sold in 2016.

Dr. Underwood teaches Introductory Physical Sciences Laboratory (PSCI-101) and the Earth's Weather and Climate (GEOG-102) at Antelope Valley College (AVC). At the request of the AVC Air Frame Manufacturing Technology 4-year degree program, he developed an upper level, quantitative non-calculus meteorology course. It is listed as PSCI 302 Introduction to Quantitative Atmospheric Dynamics and Thermodynamics. He participated in the Meteorology B event for the AVC hosted Los Angeles Regional Science Olympiad.

Memberships
American Meteorological Society
American Society for Testing and Materials (ASTM)

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RESUME: DAVID L. YOHO
SCIENTIST III

Educational Background
B.A., Environmental Geography, California State University, Northridge, 1998

Training Background
Hydrolynx Training Certificate, Hydrolynx ALERT Systems Training Class, 1999
ASOS Weather Observing Certificate, Van Nuys Airport, National Weather Service, 1998-2000

Mr. Yoho has 18 years of experience in the air pollution and meteorological research field. He is currently a scientist for T&B Systems and is responsible for conducting quality assurance (QA) audits of air quality and meteorological monitoring sites and assisting in air quality measurement programs. His QA activities include 18 years of ongoing QA support of the Santa Barbara County APCD conducting the air quality and meteorological performance audits of eight monitoring stations. In addition, he has been supplying routine QA support to several Paiute tribes in eastern California and western Nevada since 2010, including annual audits and QA/QC training. Between 2008 and 2014, Mr. Yoho was the primary auditor for the State of Wyoming Department of Environmental Quality SLAMS/SPM networks, which included quarterly gaseous and meteorological audits. Between 2001 and 2014, Mr. Yoho provided QA support of the South Coast Air Quality Management District's (AQMD) sixty-three site network, which included audits of High Volume FRM PM_{10}, TSP, FRM $PM_{2.5}$, and $PM_{2.5}$ SASS air quality monitoring samplers. In addition, Mr. Yoho was responsible for performing audits of the AQMD PAMS upper air and surface meteorological network. In 2004, Mr. Yoho assisted in audits of gaseous analyzers and particulate samplers in Peru. Between 2003 and 2016, Mr. Yoho managed and performed the audits for a PSD air quality and meteorological monitoring station for Rocky Mountain Steel Mills. He has also provided QA support for the Fresno Asthmatic Children's Environment Study (FACES) and Children's Health Study (CHS) programs where he conducted audits of mobile and fixed air quality monitoring instrumentation for a program evaluating the effects of air pollution on children's health. Mr. Yoho has also provided QA support of the Great Basin Unified Air Pollution Control District (GBUAPCD) radar wind profiler and surface meteorological site in the Owens Valley. As part of the GBUAPCD contract and AQMD upper air QA contract, Mr. Yoho was responsible in the preparation and release of rawinsondes. Mr. Yoho was also an auditor for the California Regional $PM_{10}/PM_{2.5}$ Air Quality Study (CRPAQS) and the Central California Ozone Study (CCOS). He conducted audits of surface and upper air monitoring systems for both studies, and conducted audits of particulate matter monitoring equipment for CRPAQS.

In addition to his QA experience, Mr. Yoho has assisted in several air quality measurement programs as well as operated and maintained several meteorological monitoring sites. In 2018, Mr. Yoho was in charge of designing and integrating two small mobile sensor packages for an Environmental Defense Fund (EDF) pilot study to track local air quality issues within disadvantaged communities. In 2017, Mr. Yoho managed a field saturation monitoring program and assisted with the installation and operations of twelve portable PM2.5 monitors and two meteorological stations in North Pole, AK. Additionally, in 2017 and 2018, Mr. Yoho was involved in PM10/TSP and meteorological fenceline studies in Seattle, WA and in Long Beach, CA using low-cost PM sensors. In 2017, he provided atmospheric measurement design, support and data analysis for the NASA SonicBat campaign at Kennedy Space Center, Florida. Since 2004, Mr. Yoho has been working with several Paiute Tribes to address air and water monitoring related issues to better understand their impacts on the local communities. Other recent monitoring work includes the installation, maintenance and calibration of the four meteorological stations and five portable PM10 samplers at Oceano Dunes State Vehicular Recreation Area and ozonesonde/rawinsonde observations as part of the South Coast Air Quality Management District (SCAQMD) Boundary Study, and measurements of ambient lead from airport operations. In 2015, Mr. Yoho installed 40 meteorological stations in the Midwest including a Parsivel and Micro Rain Radar. Mr. Yoho supported the operations of an air quality and meteorology PSD monitoring program in Kauai, Hawaii, which includes a fully instrumented 10-meter meteorological tower, a mini-SODAR, and a full spectrum of air quality measurements. He was the aircraft operator for ozone and precursor sampling programs in Nevada and Wyoming in 2007 and 2008, and has been actively involved in the instrument design and fabrication for large PM10 and Ozone saturation studies conducted in Las Vegas in the spring and summer of 2005. Beginning in 2004, Mr. Yoho was responsible for conducting routine calibrations, internal audits and maintenance of a meteorological network located in the Coachella Valley as part of a meteorological support contract with the AQMD. Mr. Yoho was the station operator for a PSD meteorological monitoring station in Ventura County. He helped integrate and install the system and provided routine data polling, calibration support and processing and validation of the collected data. The station uses the most current technology for the measurement of meteorological variables and implements the Solar Radiation Delta Temperature (SRDT) measurement technique for the determination of atmospheric stability. For the CRPAQS program, in addition to his QA duties, he operated a multi-site network in the desert southwest for the measurement of visibility. For a large carbon monoxide saturation study in Las Vegas, he helped design and then fabricate instrumentation for the collection of CO data at more than 60 monitoring stations. For the same study he integrated and operated sampling equipment in a van for mobile measurements and mapping of CO during the 2001/2002 wintertime saturation study.

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RESUME: DENNIS K. MIKEL
SENIOR SCIENTIST

Educational Background

M.S., Atmospheric Science, North Carolina State University, Raleigh, 2015
B.S., Biochemistry, California Polytechnic State University, San Luis Obispo, 1981

Mr. Mikel recently joined T&B Systems as a Senior Scientist with 34 years of experience in air quality monitoring and data analysis. From 2000 to 2018, he served as a Physical Scientist for the US Environmental Protection Agency (EPA), Office of Air Quality Planning and Standards (OAQPS) in Research Triangle Park (RTP), North Carolina. He was a national technical lead on emission and ambient monitoring of air toxics, fugitive dust, Greenhouse Gases, asbestos, meteorology, quality assurance (QA) and ultrafine particles. He also worked in the Ambient Air Measurement (AAMG) and Measurement Technology Group (MTG). Key experience included:

- In 2011, he served as the Greenhouse Gas Reporting Rule Measurement Team Lead, coordinating the review of test reports and associated data, and heading meetings with stakeholders.
- In 2010, he was the lead in a project with the Center for the Study of Open-Source Emissions to review and assist in the submittal of several Other Test Methods (OTMs). In this capacity, he reviewed and commented on the proposed methods.
- Beginning in 2008, he led an effort researching the measurement methodologies of Ultrafine Particles/Nanoparticles (UFPs/ NPs), which are not currently regulated by the EPA. To understand the breadth of the measurement issues, he organized a 2-day workshop on the RTP campus that brought experts from around the country to discuss the measurement issues, and generated a white paper that summarized the findings. In 2011, he was co-lead on a project to create a compendium to describe the techniques and instrumentation that currently can measure UFPs/NPs.
- In 2007, while working for MTG, he served a one-year rotation as the National Ambient Air Quality Assurance Lead, with the primary responsibility or implementing the National QA system. He supervised a team of five people who met bi-weekly to discuss the QA aspects of the ambient air data and its placement into the Air Quality System (AQS).
- For 13 years, he was the National Air Toxics Trends Quality Assurance Lead. His duties included creating a comprehensive QA program for the National Air Toxics Trends Stations (NATTS) program and overseeing the implementation of QA across monitoring stations and laboratories. In this role, he created a national laboratory Proficiency Testing (PT) system and instituted a national Technical System Audit (TSA) program.
- In 2007-2008, he was the team lead for re-writing the April 2008 revision of EPA's QA Handbook – Volume IV: Meteorological Monitoring. This included working with a variety of EPA, State and Local staff and contractors to re-write this EPA Handbook.
- In 2009, he was assigned as the QA Lead for the National School Air Toxics (SAT) program. As such, he was part of SAT management team and met with the group. His responsibility included creating an approved QA Project Plan (QAPP) and overseeing the collection of the data and their subsequent QA review and analysis.

From 1998 to 2000, Mr. Mikel was an Environmental Scientist for Region 4 of the US EPA in Atlanta, Georgia, working directly with the State and Local air pollution agencies. His duties included communicating technical information to the State and Local agencies in Region 4, reviewing Quality Assurance Project Plans (QAPPs) and serving as a grant coordinator for the State of North Carolina monitoring agencies. For several months, he was also the QA manager for two national programs: Air Toxics and PM Supersites. In 1999, he was the QA manager for the Atlanta Supersite, where he coordinated the Performance and Technical Systems Audits for the Supersite, promoted quality assurance/quality control principles, and reviewed QAPPs. As the National Air Toxics QA lead, he worked directly with the EPA Air Quality Assessment Division (AQAD) staff to implement the National Air Toxics Pilot Program, and was responsible to create the pilot QAPP and advise the AQAD staff on QA matters.
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Prior to his work with the EPA, Mr. Mikel was a Field Supervisor for the Ventura County Air Pollution Control District, where he was responsible for operation of all ambient monitoring equipment. He was also a QA officer during the Southern California Ozone Study -1997, participating in several workgroups that coordinated study. In 1996-1997, he participated in the re-issuing of the EPA Quality Assurance Handbook – Volume I, writing several sections in the 1998 revision. He also worked for AeroVironment, Inc. from 1987 to 1993 as a Program Manager/Field Auditor in a large support contract for the Santa Barbara Air Pollution Control District. In this role, he was responsible for all work, projects and activities, including supervision of a team of 6 professionals, client contact, and billing. He coordinated the QA review of ambient and meteorological data for the APCD, acquiring extensive experience in reporting, validating and verifying ambient air quality and meteorological data. As a field auditor, he performed quality assurance audits on ambient and meteorological equipment. He also provided support for a QA team in performing audits and assessments for several large-scale research projects, including the San Joaquin Valley Ozone Study, The Lake Michigan Ozone Study, and the National Parks Service Monitoring Network.

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RESUME: RANDALL W. BAXTER
SENIOR TECHNICIAN

Educational Background
B.A., Apparel Production, California State Polytechnic University, Pomona, 2004
AIMS Data Systems Certified Teacher, AIMS360 Los Angeles California, 2005
Quickbooks entry-level bookkeeping, Los Angeles City College, 2007
Great Basin Unified APCD Quality Assurance Workshop 2012

Mr. Baxter is an associate scientist at T&B Systems. Since joining in early 2012, his work has focused on instrument integration, calibration, monitoring and database ingest and displays. He also supports the maintenance and certification of the calibration standards in the Valencia office and developed the T&B Systems calibration chamber used for certifying relative humidity probes.

Mr. Baxter is the principal technician in charge of on-going particulate and meteorological measurements being conducted at the Oceano Dunes State Vehicle Recreation Area. (ODSVRA) near San Luis Obispo, CA. Mr. Baxter is responsible for setting up the monitoring network's equipment for monitoring during the park's summertime dust season. From 2016 through 2018, the network consisted of five Met One E-BAM samplers, each with collocated meteorological measurements. Beginning in 2019, the network was redesigned to consist of fifteen Met One Particle Profiles, once again all with collocated meteorological measurements. In both cases, the sample systems were portable and solar powered, to allow for the movement of monitoring locations in order to meet study goals. Mr. Baxter is responsible for the routine maintenance of all network monitoring equipment, providing biweekly maintenance of the network particulate monitors, as well as quarterly maintenance ODSVRA's fixed meteorological tower. He was the primary technician in the effort to remove, refurbish and recalibrate the ODSVRA E-BAM network of samplers, including the meteorological monitoring equipment, before taking operation of the network in 2016.

Mr. Baxter is responsible for providing support to the South Coast Air Quality Management District (SCAQMD) in two roles; first, he provides primary calibration and maintenance support to the Photochemical Air Monitoring Station surface meteorological systems and second, is providing primary support in the upgrades and calibrations of the SCAQMD meteorological systems, with nearly 20 stations upgraded to date. In 2015 he provided the integration, calibration, and installation support to a network of over 50 agricultural meteorological stations in the Midwest with real-time remote access to all stations and ingest of data for displays of weather-related phenomena. In 2014 he provided field operations support to the Fugitive Dust Coal Train Study in preparation, deployment, sample collection and data processing to document the emissions from coal transportation by rail. For the Clark County Department of Air Quality Mr. Baxter provides the routine maintenance of the upper air measurement system at North Las Vegas Airport consisting of a radar wind profiler and microwave radiometer.

Prior to joining T&B Systems, Mr. Baxter worked in designing data display and quality assurance systems for apparel manufacturers in the Los Angeles area. Mr. Baxter worked 7 years as an employee of Apparel Information Management Systems (AIMS360) as the director of training and development with implementation of data displays and online retailing systems for each client. This included a quality assurance audit on each client to ensure the manufacturing data were consistent with the sales data. This experience with data management and quality assurance has been utilized on a number of T&B Systems projects.

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Section F

SUBCONTRACTORS

T&B Systems will be subcontracting with Chester LabNet to conduct the hexavalent chromium analysis. Their qualifications, included recent experience with similar projects, are presented in this section.

F.1 Chester LabNet

Hexavalent Chromium Analytical Method

1. Methodology

Chester LabNet uses ASTM D7614-20 to analyze for hexavalent chromium. The analysis of hexavalent chromium is accomplished by ion chromatography (IC). Ion chromatography is performed on instruments equipped with a post-column derivatization module and a UV-Vis detector. In the analysis procedure, hexavalent chromium exists as chromate, due to near neutral pH of the eluent. After separation through the column, hexavalent chromium forms a complex with diphenylcarbohydrazide (DPC), which is detected by the UV-Vis detector at 520 nm. LabNet's equipment includes two ion chromatographs dedicated to analyzing samples for hexavalent chromium. The peak analysis is performed using Dionex Chromeleon chromatography software. Chester LabNet's detection limit for hexavalent chromium is 0.2 ng/sample so the target detection limit of 0.06 ng/m³ can be achieved with an air volume of only 0.33 m³. Samples with high concentrations are diluted and reanalyzed to get results within the calibration range.

2. Sample Media

47mm diameter Ahlstrom grade 55 or Whatman 541 cellulose filters are purchased in bulk and stored in the Chester LabNet gravimetry laboratory. The filters are then inspected and impregnated in batches of 100 using a solution of 0.12 mM sodium bicarbonate ($NaHCO_3$) solution and dried at room temperature in a laminar flow hood. 10% of the filters from each batch of impregnated filters are analyzed for hexavalent chromium. Batches with any detectable concentration of hexavalent chromium will be rejected. Filters passing the acceptance test will be stored frozen at -4 °C until ready for shipment. A number of filters from each lot will be retained to be used for method blanks and laboratory control samples. When filters are requested by the client, the filters are transferred to the laminar flow hood in the weighroom and loaded into cassettes. The filter cassettes are packaged in individual containers and are shipped in cooler boxes with blue ice. The filters must be kept frozen both before and after sampling.

The Chester LabNet filter preparation and acceptance parameters are summarized as follows:

Criterion	Value	Frequency
47mm impregnated cellulose residual hexavalent chromium	< 0.2 ng/filter	10 %

The customer is responsible for shipping the filters back to the lab for analysis. They are to use a cooler with synthetic ice and ship them back to Chester LabNet using overnight delivery service. Upon return to the laboratory, exposed filters are received, inspected, and logged-in at a central location. Shipments

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are inspected for sample integrity. Chain-of-custody forms are checked against shipment contents. Any sample integrity problems and/or discrepancies in paperwork are communicated to the Chester LabNet Project Manager. The Chester LabNet Project Manager contacts the client to determine corrective actions, if any. A contact report form is filled out detailing the substance of the determination. The form is added to the project file. Using the chain-of-custody form and individual filter cassettes, the sample custodian logs the samples into the LIMS, at the same time creating unique laboratory ID numbers for the filters.

The filter cassettes are first disassembled in the laminar flow hood in the temperature/humidity-controlled weighroom. The filters will be placed in extraction vessels, labeled with laboratory ID number assigned by the LIMS at the time of sample log-in. Most often, the cassettes are reloaded with clean filters immediately after cleaning.

3. Analytical Results and Reporting

The ion chromatograph is calibrated using a blank and seven standards. These working standards are prepared from commercial standards traceable to NIST. Calibration verification is accomplished by the analysis of an initial calibration verification (ICV) standard at 0.5 ppb of hexavalent chromium. In addition, continuing calibration verification (CCV) standards at 0.5 ppb are run after every ten analyses. Each analytical run includes a method blank (reagents only), a sample media blank (reagents and blank filter extract), a laboratory control sample (spiked blank filter), a laboratory control interference check sample, a Replicate, and a post-extraction spiked field sample. The interference check sample is an LCS that has been spiked with equal parts Cr VI and Cr III. Its purpose is to demonstrate that no Cr III is converted to Cr VI during the extraction. True duplicate and matrix spike samples are impossible to perform for this project because the entire sample is extracted for the analysis. The QC elements for the analysis of ions by ion chromatography, their frequency of application and control limits, and corrective actions are as follows:

QC Element	Frequency	Control Limits	Corrective Action
Calibration	weekly	--	--
calibration verification	before each run or every 12 hours	90 – 110% recovery	analyze second time; recalibrate after 2nd failure
continuing calibration verification	10%	90 – 110% recovery	rerun verification standard & rerun previous 10 samples
method blank (reagents)	one per extraction batch	< method reporting limit	report; review reagents & extraction process
Sample media blank (reagents + media)	one per extraction batch	< method reporting limit	report; review media & extraction process
laboratory control sample	one per extraction batch	80 – 120% recovery	
laboratory control interference check sample	one per extraction batch	80 – 120% recovery	
replicate	10%	± 20 RPD	flag data
matrix post spike	5%	75 – 125% recovery	flag data

Data reports are prepared for each batch of samples received. After all QA/QC elements have been reviewed, the report is then created. An electronic file is generated using the LIMS that can be imported into a database.

4. Standard Operating procedures & Laboratory Quality Assurance Program

The Chester LabNet SOPs to be used for this project are as follows:

SOP Number	SOP Title
AD-008.07	Sample Receipt and Log-In
QA-008.05	Assembly and Preparation of Data Reports
IC-012.02	Preparation & Extraction of filters for Cr6+ by IC-PCD
GR-006.09	Filter Cassette Assembly
IC-010.07	Hexavalent Chromium by IC-PCD CARB SOP MLD039

5. Experience

Chester LabNet has been analyzing air samples for hexavalent chromium by IC since 2004. Chester LabNet is accredited for the analysis of Cr VI in air by ORELAP. Sheri Heldstab, an employee of Chester LabNet, was one of the co-authors of the ASTM method. Clients that have had ambient air samples analyzed for hexavalent chromium include Oregon DEQ, AirKinetics, Jacobs, among others.

6. Key Personnel

Estimated time spent for each of the key personnel for this project would be less than 10% of their total work time.

Paul Duda: Customer Service Technical Director/Project Manager
B.S. Engineering Management, 1987 (University of Portland)
Responsibilities: Report generation, contractual issues

Lisa Ball: Sample Custodian/Project Manager
B.S. Integrated Science, 1996 (Portland State University)
Responsibilities: Media shipping, sample log in

Jennifer Schleis: Gravimetry Laboratory Technical Director
B.S. Environmental Management, 2003 (The University of Georgia)
Continuing Education – Portland Community College, Portland State University
Responsibilities: Filter inspection, preparation and cassette loading

Andrew Fischer: Analyst
B.S. Chemistry, 2019 (Linfield University)
Responsibilities: Sample extraction and analysis

Mike May: Conventional Chemistry Laboratory Technical Director
B.S., Biology, Portland State University, 2005
Responsibilities: QA review of all data

CHESTER LabNet

12242 SW Garden Place ❖ Tigard, OR 97223-8246 ❖ USA
Telephone 503-624-2183 ❖ Fax 503-624-2653 ❖ www.chesterlab.net

Standard Operating Procedure
IC-012.03

PREPARATION AND EXTRACTION OF FILTERS
FOR ANALYSIS OF HEXAVALENT CHROMIUM BY IC-PCD
ASTM Method D7614-20

Approvals:

QA Officer	Date: 8.5.21
Technical Director	Date: 8.5.21

Effective from: 8.5.21
Effective until: present

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REVIEW HISTORY

Review date:	Changes made:	Changes made by:
7/22/21	Updated to new SOP Template. Editorial Changes. Changes to differences from reference method due to new version of reference method.	Sheri Heldstab
5/10/19	Updated to 2016 TNI requirements. Added refrigerated water for use in sonicator bath. Changed extraction from 15 mL to 10 mL.	Sheri Heldstab
4/9/18	Date of Origination. Split off of SOP IC-010 due to need for instrument-only SOP for analysis of Cr^{6+}	Sheri Heldstab

ANNUAL REVIEW

The undersigned attests that this standard operating procedure has undergone annual review for adherence to current practices and the latest QA/QC protocols:

Signature	title	date
Signature	title	date
Signature	title	date
Signature	title	date

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PREPARATION AND EXTRACTION OF FILTERS FOR ANALYSIS OF HEXAVALENT CHROMIUM BY IC-PCD ASTM Method D7614-20

1.0 Introduction

1.1 Reference Method: ASTM D7614-20 "Standard Test Method for the Determination of Total Suspended Particulate (TSP) Hexavalent Chromium in Ambient Air Analyzed by Ion Chromatography (IC) and Spectrophotometric Measurements."

1.2 Applicability: This method is applicable to the preparation and extraction of filters for the determination of Cr^{6+} in ambient air samples.

1.3 Detection Limit: No certified reference material exists for the preparation and extraction of filters for the determination of Cr^{6+} in ambient air samples. It is not possible to spike for the preparation and extraction of filters for the determination of Cr^{6+} in ambient air samples, therefore it is not possible to conduct a detection limit study as defined in the 2016 TNI Standard.

1.4 Method Performance: No certified reference material exists for the preparation and extraction of filters for the determination of Cr^{6+} in ambient air samples. It is not possible to spike for the preparation and extraction of filters for the determination of Cr^{6+} in ambient air samples, therefore it is not possible to conduct a precision and bias study as defined in the 2016 TNI Standard.

2.0 Summary

2.1 Scope and Application:

2.1.1 The intended use of this method is for the preparation of filters for use in capturing particulate Cr^{6+} in ambient air, and the subsequent extraction of those filters prior to analysis by IC-PCD (see SOP IC-010). This method meets its intended use.

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2.1.2 This method must only be performed by employees with hands-on training and experience. This method is not to be used in lieu of proper training, nor is it designed to include all of the fine details that a trained employee should already know.

2.2 Summary of Method:

2.2.1 "Acid hardened" filters are cleaned of any residual Cr^{6+} from the manufacturing process, then impregnated using a sodium bicarbonate solution. Impregnated filters are screened for Cr^{6+} after impregnation and prior to being sent to the field.

At client request, filters are loaded in pre-cleaned cassettes prior to being shipped to the field.

Exposed filters are returned to the laboratory, where they are stored frozen (≤0 ºC).

Extracts are analyzed immediately after extraction. Remaining extract is retained only long enough to verify analytical results. Once analysis has been verified (typically within 12 hours from the time of the run), extracts are discarded.

2.2.2 Selectivity: This method is for preparation of filters prior to sampling and extraction of filters post-sampling. Selectivity is based on requests from clients for prepared filters.

2.2.3 Hold times:

Prepared filters have an indefinite hold time if stored frozen and well sequestered from freezer air.

Samples have a 90 day hold time if stored frozen and well sequestered from freezer air.

Extracts have a 24 hour hold time from the end of extraction.

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2.3 Interferences: Analyst interuptions may interfere with accurate timekeeping. Unclean surfaces/surrounding may create positive interferences on the filters.

2.4 Sample collection/preservation/shipment/storage: No sampling activities are applicable to this method. Collection, field preservation and shipment of samples is performed by the client. Chester LabNet has no control over the actions of the client in the field.

After impregnation, filters must be stored frozen until extraction. This includes the interim time during shipping to the client, field activities and shipping back to the laboratory.

Post-sampling filters must be stored in a freezer at <0 °C.

Extracts must be stored at ≤4 °C if retained for more than 24 hours after analysis.

3.0 Safety

3.1 Follow the Chester LabNet Chemical Hygiene plan. Always treat samples of unknown origin and/or constitution as hazardous.

3.2 This method presents no safety risk beyond typical laboratory safety hazards.

3.3 Cr^{6+} is a known carcinogen and teratogen.

4.0 Pollution Prevention and Waste Management

4.1 Remove the smallest quantity of chemical feasible from its primary container for use.

4.2 Use chemicals in amounts needed by the method. Do not make excess reagents.

4.3 Chester LabNet is a conditionally exempt small quantity generator and as such does not require formal chemical waste processing.

4.3.1 Neutralize acidic and basic wastes prior to disposing of them in the sanitary sewer system.

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4.3.2 Evaporate off organic wastes in a fume hood.

Note: Organic liquids are usually primarily used for cleaning purposes. Organic wastes are generated in very small quantities, and evaporate off with no need for more formal disposal.

4.4 Return larger quantities of known hazards to the client for disposal.

4.5 Expired Chemicals:

4.5.1 Lab pack and dispose of dry chemicals beyond their expiration date through a qualified chemical disposal company.

4.5.2 Neutralize acids and bases beyond their expiration date prior to disposal via the sanitary sewer system.

4.5.3 Lab pack and dispose of organic liquids beyond their expiration date through a qualified chemical disposal company if the volume or type of liquid warrants such disposal.

5.0 Apparati, Equipment and Supplies

5.1 Filters, acid hardened cellulose, ashless, 37 mm or 47 mm diameter,
5.2 Gloves, PVC (nitrile and latex are suspected of causing intermittent contamination),
5.3 Petri dishes, polystyrene, 110 mm,
5.4 Kimwipes,
5.5 Extraction cups, polypropylene, with lids,
5.6 Laminar flow hood, HEPA filtered (in climate controlled Weighroom),
5.7 Sonicator,
5.8 Forceps, plastic,
5.9 Impregnation and storage dishes, pyrex, with rubber gasket sealed snap-on lids,
5.10 Drying rack(s), plastic,
5.11 Cassettes of appropriate type and size to meet client specifications,
5.12 Caps for cassette inlets and outlets, where applicable,
5.13 Secondary containers large enough to fully enclose cleaned/loaded cassettes,
5.14 Petri slides (for clients who opt to load their cassettes in the field),

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5.15 Standard laboratory glassware,

5.16 Various sized autopipets and tips,

5.17 Drain discs, polyester (for FRM cassettes only),

5.18 Centrifuge tubes, polypropylene, 15 mL with screw caps,

5.19 Syringe, 10 mL with Luer-Lok fitting,

5.20 Filter for syringe, 0.2 µm pore size with Luer-Lok fitting,

5.21 Refrigerated tap water, ≥1 gallon,

5.22 Volumetric flasks, Class A, 2 L.

6.0 Reagents and Standards

6.1 Reagent Water: water that is free from the analytes of interest and that is produced in compliance with, and meets the resistivity and TOC requirements of, ASTM D1193-06(2018), "Standard Specification for Reagent Water",

6.2 Ethanol, reagent grade or better,

6.3 Sodium bicarbonate ($NaHCO_3$), reagent grade or higher,

6.4 Nitric acid (HNO_3), concentrated, Trace Metals grade,

6.5 Sodium bicarbonate *impregnation* solution, 1% w/v (0.12 M or 120 mM): dissolve 20 g $NaHCO_3$ in 2 L reagent water,

6.6 Sodium bicarbonate *extraction* solution, 20 mM: Dissolve 3.36g $NaHCO_3$ in 2 L reagent water,

6.7 Nitric acid, ~10% (v/v): to ~900 mL reagent water, add ~100 mL concentrated HNO_3. This solution is used only for cleaning Petri dishes,

6.8 Spiking solution, 200 µg/L Cr^{6+} (refer to SOP IC-010),

6.9 Spiking solution, 200 µg/L Cr^{3+} (refer to SOP IC-010).

7.0 Preparation, Calibration and Standardization

7.1 Environmental Cleanliness: The preparation and handling of filters for use in this method must be performed under very clean conditions to avoid environmental contamination.

7.1.1 Never handle Cr^{6+} filters outside of the cleaned laminar flow hood for any reason.

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7.1.2 Before each use, wipe the countertop of the laminar flow hood with a Kimwipe and ethanol. Using sterile technique, start at the back and wipe towards the front. Examine the Kimwipe. If significant visible particles are present on the Kimwipe, repeat the cleaning until the Kimwipes remain visibly clean.

7.1.3 Ensure all exhaust vents from all dehumidifiers or humidifiers are aimed away from the laminar hood.

7.1.4 Each time the dedicated plastic forceps are used:

7.1.4.1 Clean the forceps thoroughly with ethanol and Kimwipes. Clean all parts of the forceps, including the area where the forceps are held ('outer' surface).

7.1.4.2 Prior to storing forceps, wipe down with dry Kimwipe.

7.1.4.3 Store forceps in dedicated anti-static bag, with the tips of the forceps at the bottom of the bag. Do not touch the tips of the forceps when removing them from the bag.

7.1.5 Each time sodium bicarbonate solution is poured out of its volumetric flask, wipe any drops of the solution off of the neck of the flask with a Kimwipe to avoid the formation of salt deposits and the possible 'capturing' of ambient Cr^{6+} from the laboratory room air.

7.1.6 Prior to putting filters into extraction cups in the laminar hood for any reason, use the "rocket" lens cleaner to blow any packaging dust off of the lids of the cups (see section 8.3.2).

7.1.7 When filters are placed in the cups for any reason, ensure the lids are fully tightened prior to removing from the laminar hood.

7.2 Clean 110 mm plastic Petri dishes with 10% HNO_3.

7.2.1 In a 1 L plastic beaker, prepare ~1 L of 10% HNO_3.

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7.2.2 Submerge tops and bottoms of Petri dishes in the HNO_3.

7.2.3 Place beaker in sonicator and sonicate for 30 minutes.

7.2.4 Dispose of the HNO_3 appropriately.

7.2.5 Rinse each half of the Petri dish three times with reagent water.

7.2.6 After rinsing dry using a Kimwipe. Dry the inside first, then the outside.

7.2.7 Place a cleaned Petri dish top on each cleaned Petri dish bottom.

7.2.8 Store the cleaned Petri dishes in a sealed plastic bag in the Weighroom. Label the bag "10% HNO_3 cleaned" and record the date of cleaning on the label.

7.3 Clean filter cassettes:

7.3.1 For initial receipt of new PTFE cassettes:

7.3.1.1 Clean the plastic drying rack as described in section 8.1.3 and place in the laminar hood.

7.3.1.2 Disassemble the cassettes.

7.3.1.3 Rinse both the inside and outside of each half of the cassette at least three times with reagent water.

7.3.1.4 Dry in the laminar hood on the drying racks.

7.3.1.5 Reassemble when fully dry and cap the inlet and outlet of each cassette. Store in a secondary container.

7.3.2 For PTFE cassettes returning from the field:

7.3.2.1 Unload the cassettes as described in section 8.3.3.

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7.3.2.2 Prior to reloading the cassettes, use a dry Kimwipe to thoroughly wipe out the inside of the cassette body. Repeat this process with a clean Kimwipe until the wipe remains white after wiping.

7.3.2.3 If necessary, use a cotton swab to remove particulate matter from the inside of the inlet/outlet stems of the cassette.

Note: PTFE cassettes are highly prone to static buildup. Rinsing the cassettes does not generate enough force to remove adhered particulate from the inside of the cassettes.

7.3.3 For FRM cassettes (initial or returning from the field):

7.3.3.1 Unload the cassettes as described in section 8.3.3.

7.3.3.2 Prior to reloading the cassettes, wipe down all surfaces, including the filter support screen, with a Kimwipe wetted with ethanol.

7.3.3.3 Pay close attention to the parts of the cassette that contact the filter directly. Ensure that these parts are completely clean of particulate.

8.0 Procedure

8.1 Filter Impregnation:

8.1.1 Screen Impregnation Solution: each time a new impregnation solution is made, prescreen the impregnation solution by diluting 1 mL of the impregnation solution to 5 mL with extraction solution, and analyzing it per SOP IC-010. The impregnation solution must yield a result lower than the aqueous detection limit. If not, remake the solution and reanalyze.

8.1.2 Impregnate filters:

8.1.2.1 In the cleaned laminar flow hood in the Weighroom, with the hood on, use plastic forceps to add 55 – 110 acid hardened cellulose filters to the impregnation dish one at a time.

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Note: the drying rack can hold 52 filters each, and two drying racks will fit in the hood simultaneously. Extra filters are typically added during impregnation as some imperfections cannot be seen until the filter is wet.

8.1.2.2 Add enough impregnation solution that the filters move freely when agitated, then snap the lid in place.

8.1.2.3 Use a Kimwipe to dry off any drops of solution that remain on the mouth of the volumetric flask after the stopper has been replaced.

8.1.2.4 Sonicate the impregnation dish containing filters for 15 minutes.

8.1.2.5 In the cleaned laminar flow hood in the Weighroom, pour off the excess sonication solution into a waste container. Repeat steps 8.1.2.2 through 8.1.2.4 one more time, for a total of 30 minutes sonication time.

8.1.2.6 Add enough impregnation solution that the filters move freely when agitated, snap the lid in place, and allow to stand in the laminar flow hood overnight (minimum of 8 hours).

8.1.2.7 Use a Kimwipe to dry off any drops of solution that remain on the mouth of the volumetric flask after the stopper has been replaced.

8.1.2.8 Document the start time of the overnight soak. Also document the filter manufacturer and lot number, the date the impregnation solution was made, and the lot number and expiration date of the sodium bicarbonate.

8.1.3 Clean drying rack:

8.1.3.1 Place the rack in the bottom of the dishwashing sink. Using a wash bottle, add a small amount of ethanol to each cell of the rack. Rinse each cell of the rack with reagent water.

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8.1.3.2 Invert the rack over the sink to drain most of the water/ethanol rinse out of the cells. Shake off excess water into the sink.

8.1.3.3 Rinse each cell of the rack with reagent water a second time.

8.1.3.4 Invert the rack over the sink to drain most of the water rinse out of the cells. Shake off excess water in the sink.

8.1.3.5 Rinse the back/bottom of the rack with reagent water.

8.1.3.6 Dry the back/bottom of the drying rack with Kimwipes.

8.1.3.7 Place in the cleaned laminar flow hood in the Weighroom, with the hood on.

8.1.4 Dry filters in the cleaned laminar flow hood:

8.1.4.1 After a minimum of 8 hours of impregnation time, unsnap the impregnation dish lid and set to the side.

8.1.4.2 Record the end time and date of the overnight soak.

8.1.4.3 One at a time, using cleaned plastic forceps, carefully remove filters from the impregnation solution and place on the drying rack in a single layer such that no filter overlaps any other filter.

Note: for 47mm filters, placing the filters in alternating rows of 8 and 7 will maximize the number of filters that can fit on the drying rack.

8.1.4.4 Dispose of the used impregnation solution, then rinse the impregnation dish and lid three times with reagent water, giving extra attention to the rubber gasket of the lid. Dry both dish and lid with Kimwipes, put the lid back on and clip closed. Store in the Weighroom.

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8.1.4.5 Allow filters to dry completely (~2 - 3 hours). The filters will be fully opaque and slightly curled when dry.

8.1.4.6 Set aside 10% of the filters on the drying rack and place in extraction cups. Pull one filter from each corner of the rack, and one filter from the center of the rack. Place in extraction cups labeled [impregnation lot number, tray A or B, then 2, 4, 8, 10 or C where the numbers indicate the clock positions of the corners and C is the center filter]. The label will be similar to the following: "SH190401 A8".

8.1.4.7 Using cleaned plastic forceps, place the remainder of the filters in a plastic Petri dish previously cleaned with 10% HNO_3. Label the lid of the dish with the impregnation lot. Impregnation lots are named [NNYYMMDD, where NN is the analyst's initials, YY is the year, MM is the month, and DD is the day]. Also label the lid of the dish with the manufacturer and lot number of the filters used, and the date the impregnation solution was made.

8.1.4.8 Place a rubber band around the Petri dish, then place the dish inside the dedicated Pyrex snap-top storage container and snap the lid on securely. Place the Pyrex dish in a plastic bag and seal the bag. Store in a freezer until needed.

Note: Freezer air can create sporadic contamination if the filters are not heavily sequestered from its presence.

8.1.5 Pre-screen impregnated filters set aside in section 8.1.4.6 using the filter extraction protocol below and analytical protocol in SOP IC-010. If any filters have Cr^{6+} results in levels above the detection limit, discard the impregnated set and screen unimpregnated filters from the same manufacturer's lot to determine if the contamination problems arise from the filter or from the impregnation process. See Analyst's Note 13.3. Address contamination as appropriate. Record the results of the pre-screening in the filter preparation log.

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8.2 Load cassettes:

8.2.1 PTFE cassettes:

8.2.1.1 Unscrew the knurled nut that holds the two halves of the cassette together.

8.2.1.2 Place an impregnated filter on the screen, then place the other half of the cassette on top of the filter, ensuring that the filter edges are fully lodged between the two halves such that air cannot flow around the filter edges.

8.2.1.3 Thread the knurled nut onto the cassette while ensuring that the two halves do not become loose during handling, which can dislodge the filter from its seated position.

8.2.1.4 Tighten the knurled nut onto the cassette with enough force to create an airtight seal between the two halves of the cassette. Cap both the inlet and outlet of the cassette.

8.2.1.5 Place the loaded cassette into a clean secondary container such as a 500 mL wide mouthed plastic bottle. Store and ship at ≤0 °C.

8.2.2 FRM cassettes:

8.2.2.1 Separate the top of the cassette from the bottom of the cassette. This can be achieved by use of a specialty piece of equipment designed for the purpose, or by prying the top and bottom of the cassette apart by hand.

8.2.2.2 Place a polyester drain disc on top of the filter screen.

8.2.2.3 Place an impregnated filter on the drain disc, ensuring that the filter does not contact the metal support screen, then place the other half of the cassette on top of the filter.

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8.2.2.4 Securely seat the front of the cassette into the back of the cassette.

8.2.2.5 Place the loaded cassette in a secondary container such as an anti-static bag or plastic mailer. Place the secondary containers together in a tertiary container such as a sealed plastic bag for additional protection from contamination. Store and ship at ≤0 °C.

8.3 Filter Extraction:

8.3.1 Samples must be analyzed immediately after extraction. Do not extract samples if running them on the same day is not possible. Ensure the instrument is equilibrated or will be equilibrated by the end of the extraction time (see SOP IC-010).

8.3.2 In the laminar flow hood in the Weighroom, assemble a series of polypropylene extraction cups. Using the 'rocket' lens cleaner, blow any loose dust off of the cups and their lids. Label the cups with the IDs of all samples and QC elements to be extracted. Include a Method Blank, Sample Media Blank, Low Level LCS, LCS and LCS-Duplicate for each extraction batch of ≤20 samples.

8.3.3 In the laminar flow hood in the Weighroom, remove filters from cassettes:

8.3.3.1 Disassemble the filter cassette.

8.3.3.2 Using plastic forceps, remove the filter, placing it deposit side down into the appropriately labeled extraction cup. Ensure the filter is not folded or wrinkled in any way, as folding the filter can mask the deposit. If a drain disc is present, discard it. Do not include the drain disc in the extraction cup.

8.3.3.3 Keep the lids tightly secured on the extraction cups any time the cup is not actively being handled.

8.3.3.4 After all filters have been unloaded into extraction cups with their lids securely tightened, the filters can be stored frozen until extraction is possible. A 1989 study conducted by CARB showed that the Cr^{6+}

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concentration was stable for at least 90 days if the filters were kept frozen in sealed containers.

8.3.4 Immediately prior to extraction, spike the LCS's with the appropriate amount of spiking solution.

LCS: 25 µL of 200 ppb Cr^{6+} solution spiked onto a filter extracted with 10 mL extraction solution yields a spike of 1 ppb.

LCS-I: 25 µL of 200 ppb Cr^{6+} solution and 25 µL of 200 ppb Cr^{3+} solution spiked onto a filter extracted with 10 mL extraction solution yields a spike of 1 ppb Cr^{6+} and Cr^{3+}.

LL-LCS: 2.5 µL of 200 ppb solution spiked spiked onto a filter extracted with 10 mL extraction solution yields a spike of 0.05 ppb.

8.3.5 Using an autopipet with clean tip, add 10 mL extraction solution to each extraction cup, limiting the amount of exposure to laboratory air as much as possible. Ensure the cup lids are securely tightened.

8.3.6 Close the sonicator drain line and add 1 gallon of refrigerated tap water.

8.3.7 Place the cups in the sonicator. Add tap water to the sonicator until the level is at least at the same level as the solution in the cups, but not so high as to cause the extraction cups to float.

8.3.8 Sonicate for one hour. Record the sonication start time and temperature on the extraction worklist. The temperature must be measured at the liquid level representing the sonicator water at approximately ½ the height of the liquid column in the cups.

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8.3.9 After one hour, turn off the sonicator and record the soncation end time and temperature on the extraction worklist. The temperature must be measured at the liquid level representing the sonicator water at approximately ½ the height of the liquid column in the cups. The ending sonicator bath temperature must be ≤24 °C. If the ending temperature is higher, note it in the Case Narrative of the report.

8.3.10 Open the sonicator drain and allow the water to drain out.

8.3.11 Remove the extraction cups from the sonicator, ensuring that no sonicator water remains on the exterior of the cup.

8.3.12 Swirl each cup to thoroughly mix the extract.

8.3.13 Using a 10 mL syringe and 0.2 µm syringe filter, filter the extracts into 15 mL labeled centrifuge tubes immediately after sonication.

8.3.14 Analyze extracts within 24 hours of the end of sonication following SOP IC-010. If extracts cannot be immediately loaded into autosampler vials, store tightly capped in refrigerator at ≤4 °C.

9.0 QA/QC

9.1 Impregnation:

9.1.1 Impregnation Solution Check

9.1.1.1 Frequency: prior to use of newly made solution
9.1.1.2 QC statistic: result
9.1.1.3 Control limits: <Aqueous DL
9.1.1.4 Corrective action: Discard the solution and remake. If still showing contamination, use a different lot of solid $NaHCO_3$.

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9.1.2 Impregnation Lot Check

9.1.2.1 Frequency: 10% of impregnation batch (typically 10 filters)

9.1.2.2 QC statistic: result

9.1.2.3 Control limits: all results <DL

9.1.2.4 Corrective action: Discard the impregnation batch. Determine the cause of the failure and rectify.

9.2 Extraction: Refer to SOP IC-010 for control limits and corrective actions.

9.2.1 Method Blank: one per preparation batch of ≤20 samples. This is comprised of 10 mL extraction solution taken through the entire extraction/analysis process. No filter is contained in this blank.

9.2.2 Sample Media Blank: one per preparation batch of ≤20 samples. Also called a material or matrix blank, this is comprised of a blank impregnated filter that has never left the custody of the laboratory. This filter is taken through the entire extraction/analysis process.

9.2.3 Low Level Laboratory Control Sample (LL-LCS): one per preparation batch of ≤20 samples. This is comprised of a filter that has never left the custody of the laboratory, has been spiked at approximately three-times the detection limit, and has been taken through the entire extraction/analysis process.

9.2.4 Laboratory Control Sample (LCS):one per preparation batch of ≤20 samples. This is comprised of a filter that has never left the custody of the laboratory, has been spiked at or below the mid-point of the calibration curve, and has been taken through the entire extraction/analysis process.

9.2.5 Laboratory Control Sample Interconversion Check (LCS-I): one per preparation batch of ≤20 samples. This is comprised of a filter that has never left the custody of the laboratory, has been spiked with equal amounts of Cr^{6+} and Cr^{3+} at or below the mid-point of the calibration curve, and has been taken through the entire extraction/analysis process. The LCS-I must be spiked at the same level as the LCS.

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10.0 Calculations

10.1 None.

11.0 References

11.1 ASTM D7614-20: Standard Test Method for the Determination of Total suspended Particulate (TSP) Hexavalent Chromium in Ambient Air Analyzed by ion Chromatography (IC) and Spectrophotometric Measurements.

11.2 CARB SOP MLD039, Standard Operating Procedure for the Analysis of Hexavalent Chromium at Ambient Atmospheric Levels by Ion Chromatography, revision 3. California Air Resources Board, March 21, 2002.

12.0 Method-specific Definitions:

12.1 For definitions of commonly used technical terms, refer to the most recent version of the ***Chester LabNet*** Quality Assurance Management Plan (QAMP).

12.2 ASTM: American Society for Testing and Materials. A non-profit organization that develops and publishes technical standards and methods.

12.3 CARB: California Air Resources Board.

12.4 FRM Cassettes: Federal Registry Method Cassettes – used in many/most low volume federal registry methods for capturing of particulate on filter media.

12.5 PTFE: Polytetrafluorethylene, colloquially refered to as the trademarked name “Teflon”.

13.0 Analysts’ Notes

13.1 If purchasing new plastic forceps, sonicate the entire body of the forceps in a glass beaker containing reagent water for a minimum of 30 minutes prior to use. PTFE coated metal forceps have been suspected by this laboratory of causing contamination and therefore must be avoided.

13.2 “Dip Test” filter screening: If a given manufacturer’s lot of filters repeatedly fails the impregnation lot screening, use the following to determine if the problem lies with the lot or with the impregnation procedure:

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13.2.1 Label extraction cups with the box number, lot number and received date of all boxes of filters to be checked.

13.2.2 From each box, pull one filter at random, dip it in impregnation solution, and place it in an extraction cup.

13.2.3 Immediately extract and analyze as described in section 8.3.

13.2.4 If the results are similar or higher than those obtained during impregnation screening, the contamination most likely lies with the filter lot (sometimes, within a manufacturer's lot number, different boxes may have differing amounts of contamination). If the results of the "dip test" are lower than the impregnation screening results, then a new source of Cr^{6+} has entered the impregnation system and must be tracked down and rectified.

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APPENDIX A: Differences from Reference Method

ASTM D7614-20 "Standard Test Method for the Determination of Total Suspended Particulate (TSP) Hexavalent Chromium in Ambient Air Analyzed by Ion Chromatography (IC) and Spectrophotometric Measurements."

(Note 1: The Chester LabNet SOP was initially based upon the CARB SOP MLD039, and was brought online with full functionality in January, 2005, pre-dating all other reference methods or research methods that the laboratory was aware of at the time, with the exception of the CARB method.)

(Note 2: This SOP was split off of the original SOP (IC-010). This SOP only applies to filter preparation and extraction. The differences from Reference Method table below only reflects differences in filter preparation and extraction and does not discuss instrument operation or sampling.)

(Note 3: Chester LabNet was heavily involved in updating the ASTM method from the 2012 version to the 2020 version. The 2020 version of ASTM D7614 is based upon Chester LabNet's internal SOP and thus there are very few differences.)

Item	Reference requirement	SOP	Justification
1	11.1 Whenever filters are handled, use clean PTFE or plastic Forceps…	Plastic forceps used.	Clarification of option in reference method.
2	11.2.1.2 Option 2 for Cleaning Acid Hardened Filters.	Filter cleaning Option 2 used.	Clarification of option in reference method.
3	11.5.2.1 Extraction Option 1—Place the extraction vessels (7.6) in the ultrasonicator (7.9) for one hour.	Extraction Option 1 used.	Clarification of option in reference method.

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APPENDIX B: Reference Documents

Note: Due to the lack of versioning in CFR Methods, and the lack of availability of an easily imported electronic copy of CFR Methods, the document below is comprised of a series of screen shots taken on 7/22/21 from ASTM D7614-20, "Standard Test Method for Determination of Total Suspended Particulate (TSP) Hexavalent Chromium in Ambient Air Analyzed by Ion Chromatography (IC) and Spectrophotometric Measurements."

Using screen shots of the method ensures that what is shown below is an exact replica of what appeared on the EPA's website on the date given above.

Due to copyright restrictions, only the first page of ASTM D7614-20 is shown in any pdf format version of this method.

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Designation: D7614 – 20

Standard Test Method for Determination of Total Suspended Particulate (TSP) Hexavalent Chromium in Ambient Air Analyzed by Ion Chromatography (IC) and Spectrophotometric Measurements[1]

This standard is issued under the fixed designation D7614; the number immediately following the designation indicates the year of original adoption or, in the case of revision, the year of last revision. A number in parentheses indicates the year of last reapproval. A superscript epsilon (ε) indicates an editorial change since the last revision or reapproval.

1. Scope

1.1 This test method specifies a procedure for the sampling and analysis of airborne particulate matter for hexavalent chromium in ambient air samples.

1.2 This method is applicable to the determination of masses of 0.40 to 20.0 ng of hexavalent chromium per sample without dilution. Detection limits vary by instrumentation. Some laboratories may be able to achieve lower detection limits. The lower limit of applicability for this method was determined in a 2019 multi-laboratory detection limit study (1).[2]

1.3 This method is applicable to hexavalent chromium measurement in the atmosphere from 0.019 to 0.926 ng/m^3 assuming a 21.6 m^3 sample volume. The lower range may be decreased with longer sampling times. The upper range can be increased using appropriate dilutions.

1.4 The values stated in SI units are to be regarded as standard. No other units of measurement are included in this standard.

1.5 *This standard does not purport to address all of the safety concerns, if any, associated with its use. It is the responsibility of the user of this standard to establish appropriate safety, health, and environmental practices and determine the applicability of regulatory limitations prior to use.*

1.6 *This international standard was developed in accordance with internationally recognized principles on standardization established in the Decision on Principles for the Development of International Standards, Guides and Recommendations issued by the World Trade Organization Technical Barriers to Trade (TBT) Committee.*

2. Referenced Documents

2.1 *ASTM Standards:*[3]

D1193 Specification for Reagent Water

D1356 Terminology Relating to Sampling and Analysis of Atmospheres

D1357 Practice for Planning the Sampling of the Ambient Atmosphere

D3195 Practice for Rotameter Calibration

D4840 Guide for Sample Chain-of-Custody Procedures

E288 Specification for Laboratory Glass Volumetric Flasks

E438 Specification for Glasses in Laboratory Apparatus

E1154 Specification for Piston or Plunger Operated Volumetric Apparatus

3. Terminology

3.1 *Definitions:*

3.1.1 For definitions of terms used in this test method, refer to Terminology D1356.

3.2 *Definitions of Terms Specific to This Standard:*

3.2.1 *acid hardened filters, n*—cellulose filters which have been acid-washed and solvent-rinsed by the manufacturer.

3.2.2 *cassette, n*—a cartridge designed to contain a filter through which air is pulled during sample collection. Cassettes may be specific to a brand or model of sampler.

3.2.3 *chain of custody (COC), n*—a document that provides for the traceable transfer of field samples to the analytical laboratory.

3.2.4 *eluent, n*—the mobile phase used to transport the sample through the ion chromatograph (IC) system, to include the UV/Vis detector.

3.2.5 *field data sheet, n*—a record that provides a reference document for information directly related to the sample collection event, including pre- and post-calibration data.

[1] This test method is under the jurisdiction of ASTM Committee D22 on Air Quality and is the direct responsibility of Subcommittee D22.03 on Ambient Atmospheres and Source Emissions.

Current edition approved March 1, 2020. Published May 2020. Originally approved in 2012. Last previous edition approved in 2012 as D7614 – 12. DOI:10.1520/D7614-20.

[2] The boldface numbers in parentheses refer to a list of references at the end of this standard.

[3] For referenced ASTM standards, visit the ASTM website, www.astm.org, or contact ASTM Customer Service at service@astm.org. For *Annual Book of ASTM Standards* volume information, refer to the standard's Document Summary page on the ASTM website.

Section G

ADDITIONAL INFORMATION

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Company Name			
Contact		Phone	
E-Mail Address		Fax	
Report Address			
City	State	Zip	
Billing Address			
City	State	Zip	
PO #	Project		

CHESTER LabNet
12242 SW Garden Place
Tigard, OR 97223
(503) 624-2183
Fax (503) 624-2653
cln@chesterlab.net

CHAIN-OF-CUSTODY RECORD

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Analysis Requested

Turn Around Time
☐ **Standard**
☐ **Rush** _____
Specify

LabNet ID	Field Sample ID	Site	Sample Date	Volume (m^3)	Particle Size										**Remarks**

Relinquished By: (Signature) Date/Time	Received By: (Signature) Date/Time	**Notes:**
Relinquished By: (Signature) Date/Time	Received By: (Signature) Date/Time	

STANDARD OPERATING PROCEDURE
FOR
MEASUREMENT OF HEXAVALENT CHROMIUM
USING THE
BGI PQ167R LOW VOLUME SAMPLER

U.S. Environmental Protection Agency
Region 4, Science and Ecosystem Support Division
Athens, Georgia, 30605

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Acknowledgement

This Standard Operating Procedure (SOP) was developed by EPA Region 4, Science and Ecosystem Support Division. This SOP is based on the Commonwealth of Kentucky's ambient monitoring SOP template. Special thanks to BGI Inc. and ERG for operational content and illustrations.

For questions or comments please contact:

Greg Noah, EPA, Region 4, SESD at noah.greg@epa.gov or 706-355-8635
Mike Jones, EPA-OAQPS-AQAD at jones.mike@epa.gov or 919-541-0528

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I. INTRODUCTION

This procedure is designed to provide instruction on collecting hexavalent chromium (Cr+6) in air using the BGI PQ167R air sampler for metals analysis.

The BGI PQ100 is an "Intelligent Air Pump" that can monitor its own airflow rate and thereby adjust the pump speed to compensate for changes in load pressure and/or other forces which would otherwise hamper the flow of air through a filter (or sample collector). The PQ100 unit can be programmed to begin its sampling job at a specific date, time, and stop sampling after the user defined run time is depleted. However, the sampling time should always be 24 hours for Cr+6 sampling the Toxics in Schools Study.

The PQ100 was designed to operate from 1 standard liter per minute (1000 cc per minute) to 25.0 standard liters per minute and is unaffected by changes in ambient temperature and barometric pressure. The flow rate precision is guaranteed to 2% of the calibration set point.

This SOP is designed to be a step by step method for operating the sampler to be used in conjunction with the manufacturer's operators manual. Laboratory Analysis Methodology may be referenced by contacting the Eastern Research Group (ERG) directly at 919-468-7800 or by email Julie.Swift@erg.com. Maintenance and troubleshooting should be conducted using the BGI167R operator's manual.

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FIGURE 1. Schematic of PQ167 Sampling System
(Cr+6 filter holder apparatus replaces PM10 inlet head)

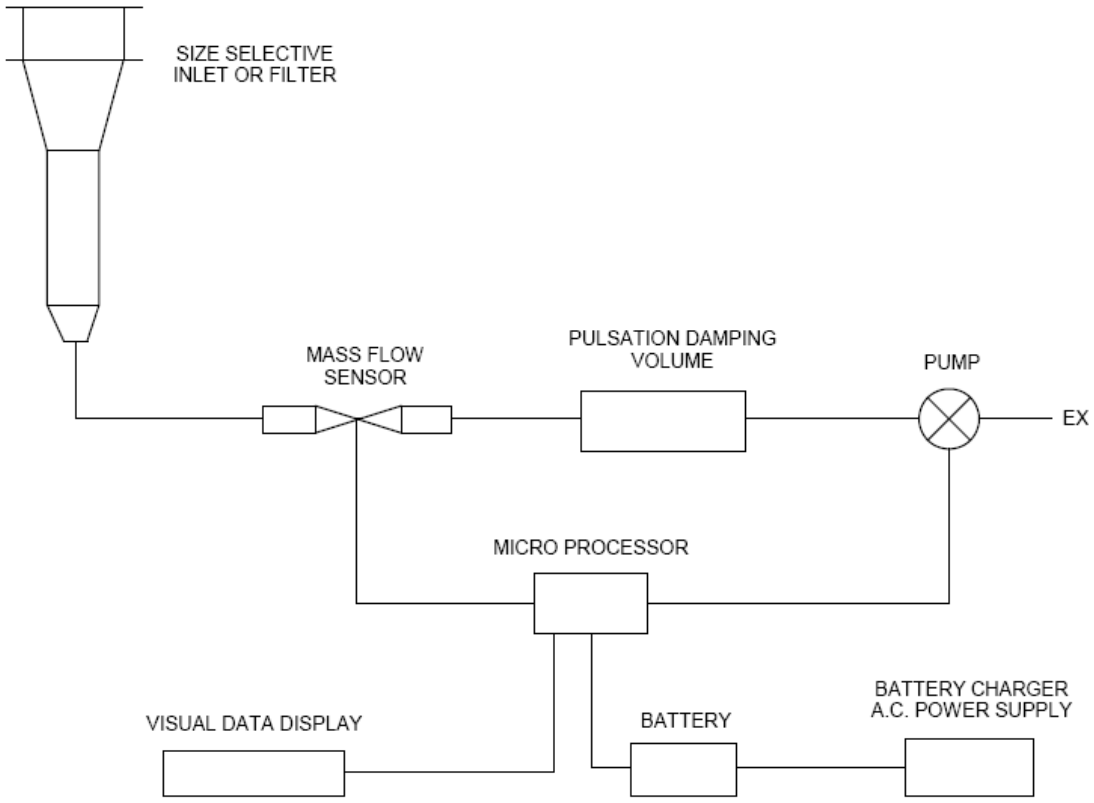

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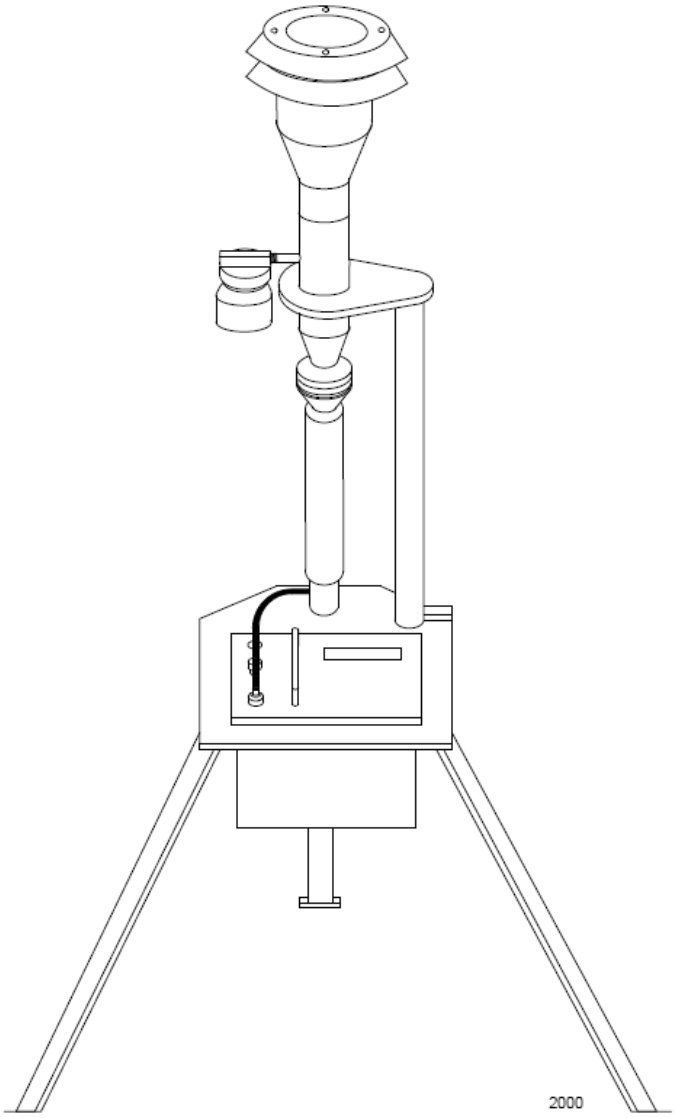
FIGURE 2. PQ167R with Mounting Stand
(Cr+6 filter holder apparatus replaces PM10 inlet head and filter cassette module and downtube assembly brace are not used)



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II. INSTALLATION

A. Sampler Siting

Check the areas for safety. Ensure there will be enough room for the operator to move freely while working, and ensure physical conditions of the location will allow the operator to work safely.

The sampler should be set in a location unobstructed from any side. No tree limbs or other hanging obstructions should be above the sampler. It is suggested that the horizontal distance from the sampler to the closest vertical obstruction higher than the sampler be at least twice the height of the vertical obstruction. There should be no sources located nearby that may bias sampling measurements.

Locate the sampler on a reasonably level structure at a height between two (2) and fifteen (15) meters above the ground.

B. Sampler Installation

Assemble the sampler according to Figure 3 below omitting the installation of the PM10 inlet head, filter cassette holder assembly, and downtube assembly brace. For detail and illustration, refer to the BGI PQ167 Quick Start document, pages 2 through 8.

Cr+6 Retrofit Instructions

1. The sampling unit, at this point, should have legs mounted on the stand, and the pump and power components should be secured in the stand according to the PQ167 Quick Start document. The downtube, PM10 inlet head, and filter cassette holder assembly should NOT be installed.

2. Install the downtube on the top of the cylindrical mount on the stand. The mount should have tubing leading from the port on its side to the inlet on the pump module.

3. The total ERG Cr+6 filter holder apparatus consists of a BGI flow adapter with shut-off valve, stainless steel connector fitting, a length of “U” shaped stainless steel ¼ inch tubing, ERG filter assembly, and a glass funnel. **The ERG filter assembly and glass funnel will be provided for each sampling run and should not be installed until a sampling run is setup.** Place this apparatus (without ERG filter assembly) on the top of the downtube, and ensure that the shut-off valve is in the open position.

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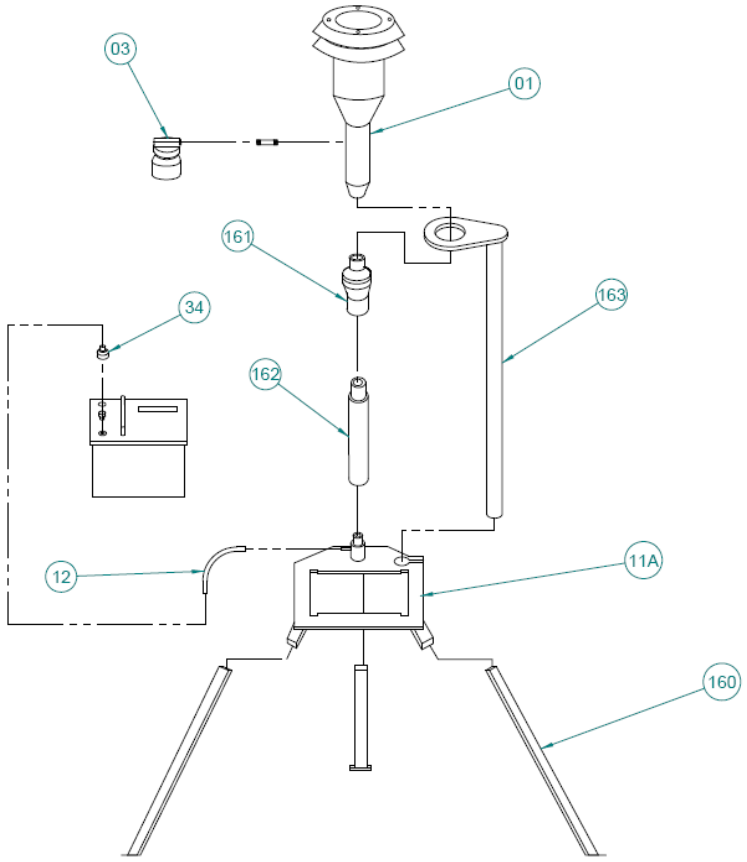
4. The open end of the stainless steel tubing should be capped when sampling is not in progress to prevent contamination.

Figure 3. Sampler Assembly Diagram
(Cr+6 filter holder apparatus replaces PM10 inlet head and filter cassette module and downtube assembly brace are not used)



01	PM10 Inlet head
03	Water collection bottle
11A	Tripod frame
12	Rubber hose
34	Hose adapter
160	Sampler leg
161	Filter cassette holder assembly
162	Downtube
163	Downtube assembly brace

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Place and level the sampler on site. To secure the sampler and protect membrane roofs, 2 x 4 wooden studs may be cut into one foot sections and fastened to the feet of the legs using lag bolts. Place sand bags on these skids to prevent tipping of the sampler.

Connect the sampler to a grounded electrical outlet with 115 volts, and at least 5 amp service. Protect the connector from precipitation by fastening beneath the sampler or wrapping it with plastic tape.

If operating using a deep cycle marine battery for power, install the external power cord by screwing the round harness into the "utility adapter" port on top of the sampler. Attach the positive and negative contacts to the deep cycle marine battery and secure. A fully charged battery should provide power for at least 2 sampling runs. Depending on the battery available, more consecutive runs may be possible. Store the battery in a plastic container near the sampler to conceal and protect it from the weather.

If collocated samplers will be located at the site, the two samplers must be within four (4) meters of each other, but outside of two (2) meters. The inlet heights must be within one (1) meter vertically.

III. OPERATING PROCEDURE

A. Equipment and Supplies

BGI PQ167R
ERG Cr+6 filter holder apparatus
Flow calibrator
Logbook
ERG filter assembly with glass funnel
Cooler with ice substitute
Powderfree gloves
ERG sample paperwork

B. Sampler and Sample Media Receipt Activities

1. Plug sampler into AC power and charge the internal battery for at least 24 hours.

2. Check parts and components against the packing list.

3. After charging, ensure sampler will power up and that the main screen is operational.

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4. The sampler may arrive with a default flow rate of 16.7 Lpm. **If during the initial verification, the sampler's target flow rate is displayed as 16.7 Lpm, it must be changed to 15 Lpm.** Proceed directly to the calibration section of the SOP for direction in making the change.

5. The ERG Cr+6 Filter Holder Modules will arrive to the field office in a cooler with frozen ice substitutes. The modules will have paperwork designating them for a specific site and run day. **The modules must be kept in a freezer prior to sampling.** During transport to the monitoring site for run preparation, the filters must be kept cold as well. **Samples must be returned to ERG cold using ice substitutes**.

C. Verification

NOTE: THE PQ100 DOES *NOT* REQUIRE A LEAK TEST. CUTTING OFF THE FLOW OF AIR BY COVERING OR RESTRICTING THE AIR FLOW TO THE INLET WILL CAUSE DAMAGE TO THE INTERNAL PUMP AND WILL VOID THE WARRANTY.

To VERIFY flow:

1. Install a test ERG Cr+6 filter holder module if available. If a test module is not available, the module to be used for the next sample day is acceptable; however, the module must be used immediately following the verification/calibration.

2. Attach a NIST traceable flow standard to the inlet of the filter module. Ensure the flow standard is on and has equilibrated to ambient conditions.

3. Turn on the PQ167R by pushing the "ON/OFF" button. If a message is blinking on the display, press "ENTER" to proceed to the "MAIN IDLE DISPLAY".

   The screen display should read:

   ET0000Min TS00.00M (Date)
   Q(Flow)Lpm T(Time) Bty(Capacity)%

   (Date) – today's date in military notation; e.g., 01JAN= January 1st
   (Flow) - the current flow rate selected to be regulated.
   (Time) - military time; e.g., 13:08= 13 Hours 8 Minutes or 1:08 PM
   (Capacity) - remaining charge in the internal battery.

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4. Press SETUP three times until the Set START DATE and TIME screen appears: The screen should appear as below:

   Set START DATE and TIME
   (Date) (Time) Off

5. The word, “Off”, should be displayed in the lower right corner of the screen. The bottom line of the display should be flashing. If “On” is displayed, press the “ENTER” button until “On” stops flashing. Then toggle to “Off” by pressing the + or – buttons.

6. Press the “SETUP” button twice to get to the “MAIN IDLE DISPLAY”

7. Press the “RUN/STOP” button to activate the pump.

8. Allow the pump to stabilize for at least 2 minutes.

9. If the measured flow and the flow indicated on the flow standard are within 4%, the sampler’s calibration is acceptable. If the flow is outside 4%, the unit must be recalibrated.

10. Press the “RUN/STOP” button to turn off the pump.

D. Calibration

NOTE: THE PQ100 DOES *NOT* REQUIRE A LEAK TEST. CUTTING OFF THE FLOW OF AIR BY COVERING OR RESTRICTING THE AIR FLOW TO THE INLET WILL CAUSE DAMAGE TO THE INTERNAL PUMP AND WILL VOID THE WARRANTY.

To CALIBRATE flow:

1. Install a test ERG Cr+6 filter holder module if available. If a test module is not available, the module to be used for the next sample day is acceptable; however, the module must be used immediately following the verification/calibration.

2. Press "SETUP". The screen will read; "Select FLOW RATE"

3. From the "MAIN IDLE DISPLAY" press the "Setup" key once until the message below appears;

   Select FLOW RATE

   The Target Q should read 15.0 Lpm. If it does not read 15.0 Lpm, set TARGET FLOW RATE to 15.0 Lpm by pressing ENTER.

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The whole number value will remain on constant while the tenths still blink); use "+" or "-" to increase or decrease until 15 is displayed. Press ENTER (Tenths value will now remain constant while whole number blinks); use "+" or "-" to increase or decrease until .0 is displayed.

4. From the "Select FLOW RATE" message screen, press both the "Reset" key and the "Run/Stop" key simultaneously to enter the calibration mode and the message below will appear;

   CALIBRATE Target=15.0 Lpm

5. Press the “RUN/STOP” button to activate the pump and the message below will appear:

   CALIBRATE Target = 15.0 Lpm
   Reference Q.. XX.X

   The Reference Q is an approximate flow rate used only as a visual aid in finding the corrected flow on the calibration device. This value may indicate 5 to 15% error. This is for reference only!

6. Use the "+/-" keys to move the pump speed up or down until the calibration device indicates the desired flow rate.

7. When a stable reading has been achieved, press the "ENTER" key to store the flow rate.

8. Exit the Setup menu and return to the "MAIN IDLE DISPLAY". CALIBRATIONS ARE NOT AFFECTED UNTIL THE ENTER KEY IS PRESSED AND THE PUMP IS RUNNING.

9. Record pre- and post- flow measurements and adjustments in the logbook.

E. Conducting the Sampling Event

Site Arrival Daily Activities

1. Visually inspect and ensure all O-rings are in place and secure. Replace if necessary.

2. Always ensure that samples and unused ERG Cr+6 Filter Holder Modules are transported to and from the site cold.

3. Confirm all cables (electrical connections) are secure, and that exterior connections are protected from the elements.

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4. Record activities, site observations, and maintenance activities in logbook.

Preparing Sampler for a Sampling Event

1. Prepare sample paperwork. On the ERG AMBIENT HEXAVALENT CHROMIUM DATA SHEET, complete the “Lab Pre-Samp.” and “Field Setup” sections. Record any pertinent observations in the notes section at the bottom of the form.

2. Turn on the PQ167R by pushing the "ON/OFF" button. If a message is blinking on the display, press "ENTER" to proceed to the "MAIN IDLE DISPLAY". Then press “RESET” to clear prior run data.

3. Conduct an initial flow check (verification) by following the instructions in section **C. Verification.** Record the measurement from the flow standard on the ERG AMBIENT HEXAVALENT CHROMIUM DATA SHEET under the “Field Setup” section on the “Initial Rotameter Setting”.

4. Following the flow check, the screen display should read:

   ET0000Min TS00.00M (Date)
   Q(Flow)Lpm T(Time) Bty(Capacity)%

   (Date) – today’s date in military notation; e.g., 01JAN= January 1st
   (Flow) - the current flow rate selected to be regulated.
   (Time) - military time; e.g., 13:08= 13 Hours 8 Minutes or 1:08 PM
   (Capacity) - remaining charge in the internal battery.

5. Press "SETUP". The screen will read; "Select FLOW RATE" The flow rate value will be blinking.

6. The flow rate should read 15.0 Lpm. If it does not read 15.0 Lpm, the unit must be calibrated to 15.0 Lpm. See calibration section for adjusting target flow rate and calibration.

7. Press "SETUP". This is the date and time screen.

   The screen should read;

   Set DATE and TIME
   (dd) (mmm) (yyyy) (time)

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To change the Date and Time;

TIP: Only the field not blinking can be adjusted. Push enter to move to the next field.

a. DAY: Press ENTER and change by pressing the + or - key. When the day is correct, press ENTER.

b. MONTH: To change, press + or - key. When correct, press ENTER.

c. YEAR: To change, press + or - key. When correct, press ENTER.

d. TIME (hrs): To change, press + or - key. When correct, press ENTER.

e. TIME (min): To change, press + or - key. When correct, press ENTER.

8. When date and time are correct press "SETUP"

9. This is the sample start screen which reads;

Set START DATE and TIME
(dd) (mmm) 00:00 Off

This screen allows you to set a start date and time for a sampling run. The default is set to midnight the next day. To designate your own start date and time:

a. DAY: Press ENTER and change by pressing the + or - key. When the day is correct, press ENTER.

b. MONTH: To change, press + or - key. When correct, press ENTER.

c. YEAR: To change, press + or - key. When correct, press ENTER.

d. TIME (hrs): To change, press + or - key. When correct, press ENTER.

e. TIME (min): To change, press + or - key. When correct, press ENTER.

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f. Enable the run by setting the “On/Off” function on the screen to “On”.

   WARNING: The sampler will not automatically activate if this option is set to “Off”.

10. Press "SETUP"

    The screen will read;

    Set RUN TIME
    Hours: 24 Min: 00 On

    Set to 24 hours 0 minutes. The default is always 24 hrs 0 min, the required sample duration. If the sample time needs to be modified, adjust as instructed in step 6 and 8.

11. Press "SETUP". The screen will return to the "MAIN IDLE DISPLAY"

    WARNING: DO NOT PRESS THE RESET BUTTON AT THIS TIME AS THE START TIME AND RUN TIME WILL DEFAULT.

12. Press "RUN/STOP"

    If the START TIME ENABLE is set to "On" then the message "Alarm Triggered Run..." followed by "PQ100 Powering Down.." will appear briefly. The PQ100 is now waiting for the internal real time clock to achieve the designated start time and will then power itself on and begin the sampling run. If the START TIME ENABLE is set to "Off" then the pump will begin to run immediately. If this occurs, press RUN/STOP and begin back at step 2 ensuring START TIME ENABLE is set to “On”.

Installing the ERG Cr+6 Filter Holder Module

NOTE: Gloves must be changed for each sample, i.e. between retrieving a sample and preparing a new run gloves MUST be changed to prevent cross contamination.

1. Remove the sample inlet cover on the stainless steel probe and make sure there is no contamination on the probe.

2. Put on a clean pair of powderfree gloves

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3. Take the ERG Cr+6 Filter Holder Module storage container from the cooler and carefully remove the module. The module may be in a plastic bag. Return the bag to the container for use in the collection procedure.

4. Make sure the glass funnel is securely attached to the filter holder. Loosen the small top nut on the filter container. Arrows will be present on the filter holder showing air flow direction and they should always point to the end of the sample probe line.

5. Holding the module with the glass funnel facing down, slide the probe into the top fitting of the filter module and tighten the nut. Tighten the nut until the ERG Cr+6 Filter Holder Module is securely fastened to the probe. Do not overtighten the plastic nut.

   NOTE: If running a field blank, repeat steps 1 through 5, count to 10, and then remove the field blank filter holder module and place it back into the antistatic bag. Label the bag to designate the filter module as a field blank. Log the filter ID as field blank in the comments section of the ERG Hexavalent Chromium Sample Data Sheet. The field blank must be run before the sample filter module is fastened to the probe.

Sample Recovery and Data Collection

NOTE: Gloves must be changed for each sample, i.e. between retrieving a sample and preparing a new run, gloves MUST be changed to prevent cross contamination.

1. On the ERG AMBIENT HEXAVALENT CHROMIUM DATA SHEET, fill in the “Field Recovery” section. Be sure to fill in the “Recovery Date”, “Recovery Time”, “Elapsed Time” (ETXXXXMin from sampler), and circle a “Status” selection. This information will be on the “MAIN STATUS SCREEN”.

2. Conduct a final flow check (verification) by following the instructions in section **C. Verification.** Record the measurement from the flow standard on the ERG AMBIENT HEXAVALENT CHROMIUM DATA SHEET under the “Field Setup” section, “Final Rotameter Reading”.

3. Put on a clean pair of powderfree gloves

4. Take the module storage container from the cooler, open, and set aside.

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5. While holding the ERG Cr+6 Filter Holder Module, loosen the top nut holding the module to the sample inlet and slide the module off the stainless steel probe.

6. Place the ERG Cr+6 Filter Holder Module including glass funnel in the plastic bag and place back into the storage container. Place the storage container into a cooler with ice substitutes.

7. Place cover back on end of probe line.

8. Data may be downloaded to a laptop using the PQ100/200 DOWNLOAD SOFTWARE. ERG does not require this data, but direction can be found in the BGI PQ167 Quick Start document, pages 16 and 17.

Sample Shipping

The ERG Cr+6 Filter Holder Module container must be packed in a cooler with ice substitutes and shipped overnight cold to ERG. The sample paperwork must be included in the shipment. Use the pre-filled out FedEx label provided by ERG, and fill out the "Sender" section with the sampling agency's address and phone number. Send priority overnight to ERG.

If the shipping form is lost, use the address below for shipping to ERG, and contact them directly for the FedEx accounting.

Address: ERG
601 Keystone Park Drive
Suite 700
Morrisville, NC 27560
919-468-7924

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IV. QUALITY ASSURANCE

To ensure that quality data is being collected the following checks should be considered:

A. Flow Calibration

A flow verification must be completed at the beginning of the study period. If the verification does not compare within 4%, the flow must be calibrated. Document all quality assurance activities in the logbook.

B. Flow Verifications

The flow must be verified or checked at the beginning and end of the sampling event to determine an average sample flow. Document all quality assurance activities and observations in the logbook.

C. Independent Audits

If possible, it is recommended that an independent flow check of the sampler be conducted at some point during the study. This check may be conducted by a state or local agency's quality assurance team or independent audit program.

V. DATA FORMS

All sample related run data forms will be supplied by ERG. Check the data sheets for completion after every setup or retrieval event. The operator is expected to keep a logbook to document all site activities, quality assurance activities, and sampling activities. The ERG AMBIENT HEXAVALENT CHROMIUM DATA SHEET is attached below.

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ERG Ambient Hexavalent Chromium Sample Data Sheet

ERG Lab ID #

AMBIENT HEXAVALENT CHROMIUM DATA SHEET

Lab Pre-Sampling

Site Code: _____ Collection Date: _____

City/State: _____ Primary Event (Y/N): _____

AQS Code: _____ Collocated Event (Y/N): _____

Field Setup

Site Operator: _____ System #: _____

Set-Up Date: _____ Elapsed Timer Reset (Y/N): _____

Collection Date: _____

Batch I.D. No.: _____

Initial Rotameter Setting (C.O. B.): _____ (After 5 minutes warm-up)

Programmed Start Time: _____ Programmed End Time: _____

Field Recovery

Recovery Date: _____ Recovery Time: _____

Final Rotameter Reading (C.O.B.): _____ (After 5 minutes warm-up)

Elapsed Time: _____ Status: Valid Void (Circle one)

Lab Recovery

Received by: _____ Date: _____ Refrigerator No: _____

Status: Valid Void (Circle one) Temperature: _____

If void, why: _____

Collection Time (Minutes): _____

$\bar{x}$ Flowrate (L/min): _____

Total Volume of Air Sampled (m^3): _____

Comments: _____

White: Sample Traveler Canary: Lab Copy Pink: Field Copy

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Oregon
Environmental Laboratory
Accreditation Program

NELAP Recognized

Chester LabNet

OR100051

12242 SW Garden Place

Tigard, OR 97223

IS GRANTED APPROVAL BY ORELAP UNDER THE 2016 TNI STANDARDS, TO PERFORM ANALYSES ON ENVIRONMENTAL SAMPLES IN MATRICES AS LISTED BELOW :

Air	Drinking Water	Non-Potable Water	Solids and Chemical Waste	Tissue
Chemistry				

AND AS RECORDED IN THE LIST OF APPROVED ANALYTES, METHODS, ANALYTICAL TECHNIQUES, AND FIELDS OF TESTING ISSUED CONCURRENTLY WITH THIS CERTIFICATE AND REVISED AS NECESSARY.

ACCREDITED STATUS DEPENDS ON SUCCESSFUL ONGOING PARTICIPATION IN THE PROGRAM AND CONTINUED COMPLIANCE WITH THE STANDARDS.

CUSTOMERS ARE URGED TO VERIFY THE LABORATORY'S CURRENT ACCREDITATION STATUS IN OREGON.

Travis Bartholomew
Oregon State Public Health Laboratory
ORELAP Program Manager
7202 NE Evergreen Parkway, Suite 100
Hillsboro, OR 97124

EFFECTIVE DATE : **6/23/2021**
EXPIRATION DATE : **6/22/2022**
Certificate No : **OR100051 - 014**

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OREGON

Environmental Laboratory Accreditation Program

ORELAP Fields of Accreditation

Chester LabNet
12242 SW Garden Place
Tigard, OR 97223

ORELAP ID: OR100051
EPA CODE: OR0044
Certificate: OR100051 - 014

Issue Date: 6/23/2021 Expiration Date: 6/22/2022

As of 6/23/2021 this list supersedes all previous lists for this certificate number.

Matrix	Reference	Analyte Code	Analyte	Method Code	Description
Air					
	40 CFR Part 50 Appendix J			10000507	Determination of Particulate Matter as PM10 PARTICULATE MATTER AS PM10 IN THE ATMOSPHERE
		3950	Particulates <10 um		
	40 CFR Part 50 Appendix L			10000709	Fine Particulate Matter as PM2.5 in the Atmosphere
		3805	Fine particulates <2.5 um		
	ASTM D7614-20			30032010	Total Suspended Particulate (TSP) Hexavalent Chromium in Ambient Air Analyzed by IC-UV-Vis
		1045	Chromium VI		
	CARB 425			90014941	California Environmental Resources Board - Total Chromium and Hexavalent Chromium Emissions from Stationary Sources
		1045	Chromium VI		
		1600	Total chromium		
	DRI SOP#2-216r2			60034200	Thermal/Optical Carbon Analysis (TOR/TOT) of Aerosol Filter Samples - Method IMPROVE_A
		1553	Carbon		
	EPA 202			10403006	Determination of Condensible Particulate Emissions from Stationary Sources
		3915	Particulates		
	EPA CTM-027			10214707	Procedure for Collection and Analysis of Ammonia in Stationary Sources
		3751	Ammonia		
	EPA Method 26A 2000 2000			10403200	Determination of Hydrogen Halides and Halogen Emissions From Stationary Sources - Isokinetic Method
		1541	Bromine		
		1580	Chlorine		
		1768	Hydrobromic Acid (Hydrogen Bromide)		
		1770	Hydrochloric acid (Hydrogen chloride (gas only))		
		1775	Hydrogen fluoride (Hydrofluoric acid)		

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PQ100 Ambient Air Particulate Sampler

The BGI PQ100 FRM Sampler incorporates BGI pioneering technology to meet the requirements for ambient particulate sampling dictated by the U.S. Environmental Protection Agency. This includes the design of PM_{10}, $PM_{2.5}$ and PM_1 Inlets, volumetric sample flow rate control, data logging and software for report and data processing.

- miniPM™ Inlet – Operate the PQ100 at sampling sites as high as 15,000 ft (4,572 meters)
- EPA Federal Reference Method for PM_{10} (Designation No. RFPS-1298-124)
- Optional solar panel can allow for indefinite operation without charging or connection to an AC power source
- PQ100 complete sampling system includes the PQ100 pump, PM_{10} inlet and downtube, and rigid tripod
- Only designated reference sampler capable of a 24 hour run on internal built-in 12 volt battery. Internal battery provides power during AC power outages meaning you never have sample interruptions.

PQ100 Weight: 19 lbs (8.62 kg)

PQ167 Weight: 34 lbs (15 kg)

PQ100 Pump Dimensions: 10 x 6 x 9.7 in. (25.4 x 15.2 x 24.6 cm)

PM_{10} Inlet Height: 16 in. (40.6 cm)

Tripod Height: 68 in. (173 cm)

Flow Control: 2 – 25 LPM

Flow Precision: ±2%

Data Output: RS232 connection

Regulatory Approval: EPA RFPS-1298-124 FRM for PM10

Internal Battery: 12V 12Ah short circuit protected

Charging System: 120 VAC (60 Hz) or 240 VAC (50 Hz)

frmOMNI Ambient Air Sampler

Saturation monitoring has generally been accomplished at low flow rates in order to keep the cost and weight of the equipment down. BGI has brought this approach to its ultimate development with the addition of a true 5 lpm inlet. The US Environmental Protection Agency (EPA) encourages state and local air monitoring groups to conduct short-term multi-site pollutant monitoring studies using a non-reference method, small portable samplers. The concept is to "Saturate" an area with easily deployed, inexpensive filter samplers, to assess air quality in areas with high concentrations of pollutants or at reclamation sites. The additional data acquired using saturation samplers helps air pollution control agencies to evaluate their monitoring networks consistent with requirements in 40CFR Part 58. Saturation monitoring may also be conducted to characterize the spatial distribution of pollutant concentration or to evaluate the contributions of sources in support of receptor modelling.

Item Detail

Add to request

frmOMNITM Ambient Air Sampler (Filter Reference Method) for TSP, PM 10, PM 2.5 and PM 1

Applications
- Fence line Monitoring
- Remediation Projects
- Saturation Networks
- Remote Location Monitoring
- IAQ
- International Applications

Features
- miniPMTM Multi-cut Inlet (Pat. Pending), for TSP, PM 10, PM 2.5 and PM 1
- Inlet is Verified By HSE for Entry Bias Ensuring Reference Method Type Data

Quality
- Light Weight and Field Portable (< 5lbs.)
- Power: AC, DC and Solar
- Runs For Up to 48 Hours on DC Power
- Default configuration is PM 10

PRODUCT

CAMPBELL SCIENTIFIC

CR300

Measurement and Control Datalogger

Compact Data Logger

Ideal for small applications

Overview

The CR300 is a multi-purpose, compact measurement and control data logger. This small, low-cost, high-value data logger offers fast communications, low power requirements, built-in USB, and excellent analog input accuracy and resolution. The CR300 can measure most hydrological, meteorological, environmental, and industrial sensors. It concentrates data, makes it available over varied networks, and delivers it using your preferred protocol. It also performs automated on-site or remote decision making for control and M2M communications. The CR300 is ideal for small applications requiring long-term, remote monitoring and control.

The CR300 includes Wi-Fi, cellular, or the following radio options for different regions:

- CR300-RF407: US and Canada
- CR300-RF412: Australia and New Zealand
- CR300-RF422: Europe
- CR300-RF427: Brazil

Note: Campbell Scientific does not recommend the CR300 for use as a PakBus router in networks with more than 50 devices. Large arrays or string variables may also reach memory limits. For such applications, a CR1000X Measurement and Control Datalogger is recommended.

Benefits and Features

- Connects directly to a computer's USB port
- Differentiates even slight changes in data values with higher resolutions measurements (24 bit Adc)
- Provides simple serial sensor integration and measurement with SDI-12 and/or RS-232
- Supports full PakBus networking
- Includes embedded web page for direct connection via web browser

Detailed Description

The CR300 is a low-powered data logger designed to measure sensors, analyze data, and store data and programs. A battery-backed clock assures accurate timekeeping. The on-board, BASIC-like programming language—common to all Campbell Scientific data loggers—supports data processing and analysis

For comprehensive details, visit: www.campbellsci.com/cr300

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The Wind Monitor-AQ is a high resolution wind sensor designed specifically for air quality applications. It combines simple, corrosion-resistant construction with low threshhold, fast response and excellent fidelity.

The Wind Monitor-AQ meets the requirements of the following regulatory agencies:

U.S. Environmental Protection Agency – Ambient Monitoring Guidelines for Prevention of Significant Deterioration (PSD).

U.S. Nuclear Regulatory Agency – NRC Regulatory Guide 1.23 Meteorological Programs in Support of Nuclear Power Plants.

American Nuclear Society – Standard for Determining Meteorological Information at Power Plants.

Wind speed is sensed by a lightweight, carbon fiber thermoplastic (CFT), helicoid propeller. Propeller rotation produces an AC sine wave voltage signal with frequency directly proportional to wind speed. Slip rings and brushes are not used.

The wind direction sensor is a lightweight vane with performance characteristics that assure excellent fidelity in fluctuating wind conditions. Vane position is sensed by a precision potentiometer. Output is a DC voltage directly proportional to vane angle.

The instrument body is UV stabilized plastic with stainless steel and anodized aluminum fittings. Precision grade, stainless steel ball bearings are used throughout. Transient protection and cable terminations are located in a convenient junction box. The instrument mounts on standard 1 inch pipe.

The Wind Monitor-AQ is available with two additional output signal options. **Model 05305V** offers calibrated voltage outputs, convenient for use with many dataloggers. **Model 05305L** provides a calibrated 4-20 mA current signal for each channel, useful in high noise areas or for long cables (up to several kilometers). Signal conditioning electronics are integrated into the sensor junction box.

Specifications

Range:
Wind speed: 0-50 m/s (112 mph)
Azimuth: 360° mechanical, 355° electrical (5° open)

Accuracy:
Wind speed: ±0.2 m/s (0.4 mph) or 1% of reading
Wind direction: ±3 degrees

Threshold:*
Propeller: 0.4 m/s (.9 mph)
Vane: 0.5 m/s (1.0 mph) at 10° displacement

Dynamic Response:*
Propeller distance constant (63% recovery) 2.1 m (6.9 ft)
Vane delay distance (50% recovery) 1.2 m (3.9 ft)
Damping ratio: 0.45
Damped natural wavelength: 4.9 m (16.1 ft)
Undamped natural wavelength: 4.4 m (14.4 ft)

Signal Output:
Wind speed: magnetically induced AC voltage, 3 pulses per revolution. 1800 rpm (90 Hz) = 9.2 m/s (20.6 mph)
Azimuth: analog DC voltage from conductive plastic potentiometer – resistance 10K Ω, linearity 0.25%, life expectancy – 50 million revolutions

Power Requirement:
Potentiometer excitation: 15 VDC maximum

Dimensions:
Overall height: 38 cm (15.0 in)
Overall length: 65 cm (25.6 in)
Propeller: 20 cm (7.9 in) diameter
Mounting: 34 mm (1.34 in) diameter (standard 1 inch pipe)

Weight:
Sensor weight: 0.7 kg (1.5 lbs)
Shipping weight: 2.3 kg (5 lbs)

**Nominal values, determined in accordance with ASTM standard procedures. Shielded bearings lubricated with Type LO-1 light General Purpose Instrument Oil.*

MODEL 05305V Voltage outputs

Power Requirement:
8-24 VDC (5 mA @ 12 VDC)

Operating Temperature:
-50 to 50° C

Output Signals:
WS: 0-2.5 VDC (0-50 m/s)
WD: 0-5 VDC (0-360°)

MODEL 05305L 4-20 mA outputs

Power Requirement:
8-30 VDC (40 mA max.)

Operating Temperature:

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PRODUCT

CAMPBELL SCIENTIFIC

HMP60-L

Air Temperature and Relative Humidity Sensor

Accurate, Rugged

Ideal for long-term, unattended applications

Overview

The HMP60, manufactured by Vaisala, probe measures air temperature for the range of -40° to +60°C, and relative humidity for the range of 0 to 100% RH. It uses the INTERCAP® capacitive RH chip. This field-replaceable chip eliminates the downtime typically required for the recalibration process.

Benefits and Features

- Field-replaceable humidity chip eliminates recalibration downtime
- Compatible with most Campbell Scientific dataloggers
- Can be mounted to a tower/tripod mast or crossarm

Specifications

Supply Voltage	5 to 28 Vdc (typically powered by datalogger's 12 V supply)
Current Consumption	1 mA (typical) 5 mA (maximum)
Filter Description	0.2 µm Teflon membrane
Settling Time	1 s
Housing Classification	IP65
Housing Material	AISI 316 stainless steel
Filter Cap Material	Chrome-coated ABS plastic
Field-Replaceable Chip or Recalibrate	Field-replaceable chip (RH only)
Sensor Diameter	1.2 cm (0.5 in.)
Filter Diameter	1.2 cm (0.5 in.)
Length	7.1 cm (2.8 in.)
Weight	0.05 kg (0.1 lb) with 1.83 m (6 ft) cable

Relative Humidity

Sensing Element	Vaisala's INTERCAP capacitive chip
Measurement Range	0 to 100% RH (non-condensing)
Typical Accuracy at -40° to 0°C	±5% (0 to 90% RH) ±7% (90 to 100% RH)
Typical Accuracy at 0° to 40°C	±3% (0 to 90% RH) ±5% (90 to 100% RH)
Typical Accuracy at 40° to 60°C	±7% (90 to 100% RH) ±5% (0 to 90% RH)

For comprehensive details, visit: www.campbellsci.com/hmp60

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Section H

COST

PROPOSED COST

The total cost for the effort is $159,877. As detailed in our technical proposal, we are proposing one year of monitoring. Work under this contract will be performed on a time and materials basis.

In estimating the cost, we have assumed the following:

- T&B Systems involvement in installing Paramount's samplers is unknown. For the purposes of this proposal, we have assumed 8 hours for a Scientist I grade. This effort can be expanded or removed per Paramount's requirements.
- The desire for a meteorological station was not presented in the RFP, but rather requested during an email correspondence with Paramount, and the exact meteorological requirements were unspecified. The proposed system can be modified if needed once specifications are finalized.

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Labor (2021 Rates)

Project Personnel	Rate ($/hr)	Task 1 Develop QAPP/SOPs Hours	Task 1 $	Task 2 Transition w/ SCAQMD Hours	Task 2 $	Task 3 Sampler Installation Hours	Task 3 $	Task 4 Met Station Purchase & Install Hours	Task 4 $	Task 5 Operations (1 yr) Hours	Task 5 $	Task 6 Chester LabNet Analysis & Shipping (1 yr) Hours	Task 6 $	Task 7 Website & Reporting (1 yr) Hours	Task 7 $	Task 8 Meetings Hours	Task 8 $	PROGRAM TOTAL Hours	PROGRAM TOTAL $
David Bush (Principal)	195	2	390							6	1,170			2	390			10	1,950
Kenneth Underwood (Program Manager)	175	4	700	4	700									4	700	40	7,000	52	9,100
Dennis Mikel (Senior Scientist)	170	32	5,440							12	2,040							44	7,480
David Yoho (Scientist III)	137	4	548	8	1,096			8	1,096	24	3,288			8	1,096	16	2,192	68	9,316
Randall Baxter (Senior Technician)	94	4	376	16	1,504	8	752	8	752	366	34,404			144	13,536	16	1,504	562	52,828
Total Hours		46		28		8		16		408				158		72		736	
Total Dollars			7,454		3,300		752		1,848		40,902				15,722		10,696		80,674

Other Direct Costs

ODC Item Description	Unit Cost	Task 1 Develop QAPP/SOPs Units	Task 1 $	Task 2 Transition w/ SCAQMD Units	Task 2 $	Task 3 Sampler Installation Units	Task 3 $	Task 4 Met Station Purchase & Install Units	Task 4 $	Task 5 Operations (1 yr) Units	Task 5 $	Task 6 Chester LabNet Analysis & Shipping (1 yr) Units	Task 6 $	Task 7 Website & Reporting (1 yr) Units	Task 7 $	Task 8 Meetings Units	Task 8 $	Total Units	Total $
Local Mileage	0.56			100	56	100	56	100	56	6,100	3,416					400	224	6,800	3,808
Meals	15							2	30	61	915							63	945
Website Fee (Monthly)	50													12	600			12	600
Shipping (to and from Chester, 1/6 day sampling)	140											61	8,540					61	8,540
Chester LabNet Analysis (5 sites, 1/6 day sampling, expedited, 10% blanks, 10 spares)	168											345	57,960					345	57,960
Meteorological Station (WS, WD, Temp, RH, Datalogger, Cell Modem, Tripod)	5,500							1	5,500									1	5,500
Supplies/Spare Parts	1,000									1	1,000							1	1,000
Total ODC					56		56		5,586		5,331		66,500		600		224		78,353

T&B Systems Equipment

Item Description	Unit Cost	Task 1 Develop QAPP/SOPs Units	Task 1 $	Task 2 Transition w/ SCAQMD Units	Task 2 $	Task 3 Sampler Installation Units	Task 3 $	Task 4 Met Station Purchase & Install Units	Task 4 $	Task 5 Operations (1 yr) Units	Task 5 $	Task 6 Chester LabNet Analysis & Shipping (1 yr) Units	Task 6 $	Task 7 Website & Reporting (1 yr) Units	Task 7 $	Task 8 Meetings Units	Task 8 $	Total Units	Total $
Certified NIST Meteorology Standards	50							2	100									2	100
Certified NIST Flowrate Calibrator	150									5	750							5	750
Total T&B Systems Equipment									100		750								850

Summary

	Task 1 Develop QAPP/SOPs	Task 2 Transition w/ SCAQMD	Task 3 Sampler Installation	Task 4 Met Station Purchase & Install	Task 5 Operations (1 yr)	Task 6 Chester LabNet Analysis & Shipping (1 yr)	Task 7 Website & Reporting (1 yr)	Task 8 Meetings	Total
Total Labor	7,454	3,300	752	1,848	40,902		15,722	10,696	80,674
Total ODC		56	56	5,586	5,331	66,500	600	224	78,353
T&B Systems Equipment				100	750				850
Handling									
Total Estimated Cost	7,454	3,356	808	7,534	46,983	66,500	16,322	10,920	**159,877**

SEPTEMBER 21, 2021

RESOLUTION NO. 21:031

"A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PARAMOUNT DECLARING OCTOBER 6, 2021 CLEAN AIR DAY IN THE CITY OF PARAMOUNT"

MOTION IN ORDER:

READ BY TITLE ONLY AND ADOPT RESOLUTION NO. 21:031.

MOTION:	ROLL CALL VOTE:
MOVED BY: _____	AYES: _____
SECONDED BY: _____	NOES: _____
[ ] APPROVED	ABSENT: _____
[ ] DENIED	ABSTAIN: _____

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PARAMOUNT
THE CITY
Safe, Healthy, and Attractive

AGENDA REPORT

To: Honorable City Council

From: John Moreno, City Manager

By: John Carver, Planning Director
Ivan Reyes, Associate Planner

Date: September 21, 2021

Subject: RESOLUTION NO. 21:031
CLEAN AIR DAY 2021

California Clean Air Day is a project of the Coalition for Clean Air, California's only statewide organization that exclusively works on air quality. Clean Air Day is a statewide effort which is designed to unite communities across California to improve community health and sustainability. This day of action focuses on simple efforts that State residents can make to improve air quality. Examples include taking public transportation, biking, walking, and planting trees. The City Council has declared Clean Air Day in October of 2019 and 2020 in support of the coalition's initiatives.

This year, Clean Air Day will take place on Wednesday, October 6, 2021. The City of Paramount will promote the day via social media and encourage residents to take photos of themselves participating in Clean Air Day activities and tagging the City pages.

ACTIONS

The City of Paramount plans to take the following actions:

- Adopt Resolution No. 21:031 in public support of California Clean Air Day
- Use social media to promote and encourage the Paramount community at large to participate in California Clean Air Day using the social media toolkit
- Promote cycling and highlight the City's bicycle infrastructure ordinance to be adopted in the upcoming year
- Continue the transition of the City vehicle fleet to electric vehicles in order to reduce pollution
- Commit to the goals of the Paramount Climate Action Plan (adopted July 2021)
- Continue encouraging residents and other Paramount community members to call 1-800-CUT-SMOG to report excessive odors, smoke, dust, and other contaminates not related to vehicles
- Encourage the Paramount community to call 1-800-END-SMOG to report any smoking vehicles or idling commercial vehicles

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VISION, MISSION, VALUES, AND STRATEGIC OUTCOMES

The City's Vision, Mission, and Values set the standard for the organization; establish priorities, uniformity and guidelines; and provide the framework for policy decisionmaking. The Strategic Outcomes were implemented to provide a pathway to achieving the City's Vision. This item aligns with Strategic Outcomes No. 1: Safe Community; No. 2: Community Health; and No. 4: Environmental Health.

RECOMMENDED ACTION

It is recommended that the City Council adopt Resolution No. 21:031.

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CITY OF PARAMOUNT
LOS ANGELES COUNTY, CALIFORNIA

RESOLUTION NO. 21:031

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PARAMOUNT DECLARING OCTOBER 6, 2021 CLEAN AIR DAY IN THE CITY OF PARAMOUNT

WHEREAS, air pollution contributes to higher rates of cancer and heart and lung disease, which adversely affect health; and

WHEREAS, California and the South Coast Air Basin in particular have some of the most polluted regions in the United States; and

WHEREAS, it is vital that we protect the health and well-being of our residents, visitors, and workforce; and

WHEREAS, emissions from vehicles, industry, and even household sources significantly affect the natural environment, air quality, and well-being of residents, employees, and visitors of the City of Paramount; and

WHEREAS, individual actions such as walking or biking to work and school, carpooling, not idling vehicles, and conserving energy can directly improve air quality in our region; and

WHEREAS, everyone can play a role; and

WHEREAS education about air quality can raise community awareness, encourage our community to develop better habits, and improve our community health; and

WHEREAS, Californians will be joining together across the state to clear the air on October 6, 2021; and

WHEREAS, the City of Paramount is committed to the health of its residents, workforce, visitors, and community at large.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF PARAMOUNT AS FOLLOWS:

SECTION 1. The above recitations are true and correct.

SECTION 2. That October 6, 2021 be declared “Clean Air Day” in the City.

SECTION 3. Be it further resolved that we ask all City department heads to determine how their employees can participate in Clean Air Day, as appropriate.

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SECTION 4. Be it further resolved that we encourage all residents, businesses, employees, and community members to participate in Clean Air Day and help clean the air for all Californians by taking actions such as walking or biking as alternatives to driving and reporting contaminants in the air.

SECTION 5. Based upon the foregoing findings, the City Council approves Resolution No. 21:031.

SECTION 6. This Resolution shall take effect immediately upon its adoption.

PASSED, APPROVED, and ADOPTED by the City Council of the City of Paramount this 21st day of September 2021.

Brenda Olmos, Mayor

ATTEST:

Heidi Luce, City Clerk

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