



PUBLIC PARTICIPATION NOTICE

Public Participation Accessibility for the City Council and Successor Agency for the Paramount Redevelopment Agency meetings scheduled for **March 28, 2023**.

In-person Attendance:

The public may attend the City Council meeting in-person. The City will abide by all LA County Public Health Guidelines for public gatherings.

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, March 28, 2023**. The e-mail should 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.

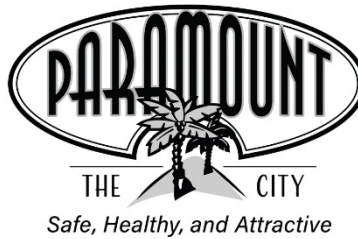
- **Teleconference: (562) 220-2225**

Participants wishing to address the City Council by teleconference should call City Hall at **(562) 220-2225** by **4:45 p.m. on Tuesday, March 28, 2023** 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
March 28, 2023



Regular Meeting
City Hall Council Chamber
5:00 p.m.

City of Paramount

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

Public Comments: 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. Persons are limited to a maximum of three (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. For additional ways to participate and provide public comments, see the preceding Public Participation Notice.

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 Vilma Cuellar Stallings

PLEDGE OF ALLEGIANCE

ROLL CALL OF
COUNCILMEMBERS:

Councilmember Annette C. Delgadillo
Councilmember Peggy Lemons
Councilmember Brenda Olmos
Vice Mayor Isabel Aguayo
Mayor Vilma Cuellar Stallings

CITY COUNCIL PUBLIC COMMENT UPDATES

PUBLIC COMMENTS

OLD BUSINESS

1. [RESOLUTION NO. 23:009](#) Approving the Modification of Fees and Charges for Pick-Up and Hauling of Refuse within the City of Paramount

NEW BUSINESS

2. [APPROVAL](#) AltAir Community Benefits Agreement
3. [CONSIDERATION](#) Request submitted by Eco-Rapid Transit for the City of Paramount to Remit Advance Payment of its Annual Membership Dues for Fiscal Year 2023-2024
4. [APPROVAL / AWARD](#) Reclaim Water Extension on Lakewood Boulevard (City Project No. 9238)
 - a) [APPROVAL](#) Agreement between the City of Bellflower and City of Paramount for Reclaim Water Extension on Lakewood Boulevard Fiscal Year 2022-2023
 - b) [AWARD OF CONTRACT](#) Reclaim Water Extension on Lakewood Boulevard (City Project No. 9238)
5. [AWARD OF CONTRACT](#) Neighborhood Street Resurfacing (City Project No. 9331)
6. [AWARD OF CONTRACT](#) Citywide Copier and Printing Services to UBEO Business Services
7. [RESOLUTION NO. 23:011](#) Amending Resolution No. 21:026 to Establish the Revised Summer Day Camp Weekly Fee
8. [RECEIVE AND FILE](#) General Plan Annual Progress Report – Calendar Year 2022

ENVIRONMENTAL SUSTAINABILITY NEW BUSINESS

9. [APPROVAL](#) Agreement for Consulting Services with Trinity Consultants, Inc. for continued Services related to Air Monitoring

10. [APPROVAL](#) Contingent Design and Engineering Services Agreement with Willdan Energy Solutions for Efficiency and Infrastructure Improvement Projects and Consideration of a Funding Plan

COMMENTS/COMMITTEE REPORTS

- Councilmembers
- Staff

CLOSED SESSION

ADJOURNMENT

To a meeting on April 11, 2023 at 6:00 p.m.

MARCH 28, 2023

RESOLUTION NO. 23:009

“A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PARAMOUNT
APPROVING THE MODIFICATION OF FEES AND CHARGES FOR PICK-
UP AND HAULING OF REFUSE WITHIN THE CITY OF PARAMOUNT”

MOTION IN ORDER:

READ BY TITLE ONLY AND ADOPT RESOLUTION NO. 23:009.

MOTION:

MOVED BY: _____

SECONDED BY: _____

[] APPROVED

[] DENIED

ROLL CALL VOTE:

AYES: _____

NOES: _____

ABSENT: _____

ABSTAIN: _____



To: Honorable City Council
From: John Moreno, City Manager
By: Adriana Figueroa, Public Works Director
Wendy Macias, Public Works Manager
Date: March 28, 2023

**Subject: RESOLUTION NO. 23:009
APPROVING THE MODIFICATION OF FEES AND CHARGES FOR PICK-
UP AND HAULING OF REFUSE WITHIN THE CITY OF PARAMOUNT**

BACKGROUND

This report was continued at the March 14, 2023 City Council meeting due to errors in the table showing the proposed rate increase for the City's residential accounts. Also reflected in the table was the change in residential rate after the proposed City subsidy for the final collections portion of the organic waste recycling program. The table has been updated to reflect the current residential rates with and without the City subsidy.

Athens Services (Athens) became the City's solid waste hauler last year when it acquired Calmet Services, who had been the City's hauler for 43 years. As part of the acquisition, Athens agreed to honor the most recent amendment to the Calmet Services contract, which allows Athens to raise its yearly trash hauling rates and provides for a residential organics program. The rate increase applies to current residential and commercial accounts and is based on the current Consumer Price Index (CPI).

DISCUSSION

Athens is requesting a rate increase for commercial and residential trash hauling services. As mentioned above, the City's solid waste franchise agreement with Athens authorizes annual rate increases. Effective April 2022, after a City subsidy of \$0.75 for residential accounts, Athens received a commercial rate increase of 6% and a residential rate increase of 5.13%. According to Athens, these rate adjustments were necessary to cover increases in the CPI and Athens' disposal tipping fee cost. Additionally, last year's rate increases also included the hauler's roll out of the State-mandated SB 1383 organic waste recycling program to all residential customers. This year's proposed rate increase will also reflect the second half of the organic waste recycling fees that the hauler is incurring to process all residential greenwaste.

Basis for Rate Increase

Consumer Price Index: The City's agreement with Athens states that the CPI to be used in reference to the rate increase request is the Los Angeles-Riverside-Orange County (now called Los Angeles-Long Beach-Anaheim), CA CPI from September 2021 to

September 2022. During this period, there was an increase of 4.86% in the CPI, indicating a rise in cost for a market basket of consumer goods and services. An increase in the CPI also suggests increases in the cost to operate a business.

Residential Food Waste Recycling: Over the last year, staff has worked closely with Athens to roll out the residential portion of the State of California's mandated organics waste recycling program, as required by SB 1383. This State-mandated program has inevitably caused an increase in the costs for processing residential greenwaste, as the food waste is comingled with the residential greenwaste. To continue the roll out of the State-mandated program, staff has worked with Athens to determine the start-up costs for the final rollout of the program. Last year during the same rate increase process, the City proposed splitting the added cost of greenwaste recycling over the span of two years. During this time, approximately half of the anticipated start-up costs of the organics recycling program was added to the Athens's 2022 rate increase. This year, the second half of that increase or \$1.17 will be included in the proposed 2023 rate increase request.

Proposed 2023 Residential Trash Collection Rates

For residential accounts, Athens is requesting a 4.86% increase (\$1.07/month), to reflect the current CPI. Additionally, \$1.17/month will be added to the residential rate increase to cover the City's Residential Food Waste Recycling Program, which was rolled out last year. This will bring the total increase to 10.17% (\$2.24/month). It should be noted that the \$1.17 increase represents only a partial cost of the overall organics program as required by the State. \$1.18 was included in last year's rate increase as part of the initial implementation of the program.

Understanding the financial circumstances of our community, as it continues to recover from the COVID-19 pandemic, the City recommends continuing to use a portion of its AB 939 funds (recycling funds), similar to last year, to partially fund the costs associated with the implementation of the Residential Food Waste Recycling Program. This year's subsidy (\$1.00) by the City would continue to minimize the impact on the residential rate in 2023. Rather than experiencing a 10.17% (\$2.24/month) increase, residents will see a 9.36% (\$1.99/month) increase.

Current Rate	CPI at 4.86%	Residential Food Waste Program	Proposed Rate	Total Adjustment	Percentage Adjustment
\$22.01	\$1.07	\$1.17	\$24.25	\$2.24	10.17%
-\$0.75		-\$0.25	-\$1.00		
\$21.26	\$1.07	\$0.92	\$23.25	\$1.99	9.36%

The estimated cost of this subsidy to the City from April 1, 2023 to March 31, 2024 is \$79,548. Our estimated annual revenue in AB 939 fees is approximately \$76,000, of which a portion is used for the administration of environmental programs. We have an existing balance of \$457,698 in this fund to cover the full cost of the subsidy. If this rate subsidy is approved by the City Council, we would provide this funding to Athens who will then use this to fund the Residential Food Waste Recycling Program, thereby offsetting the rate increase to residential accounts.

Attached is a chart showing where Paramount's residential trash rate stands in comparison to other cities in the region and where it would stand if this rate increase is approved. It is important to note that many cities are currently in the process of updating their rates to include the new State-mandated Organics Waste Recycling program, as required by SB 1383.

Proposed 2023 Commercial Trash Collection Rates

Commercial accounts (which include businesses, industry, and apartment complexes of 5 units or more) generate nearly 70% of the City's trash – approximately 27,000 tons annually. Rates differ depending on the bin size used by the customer and the number of pick-ups requested per week. Similar to the residential accounts, Athens is requesting a CPI increase of 4.86% for commercial trash services and for roll-off services. For the most common account (a 3-yard bin with one pick-up once per week), the rate would go from \$164.39 to \$172.33 monthly, or an increase of \$7.94. The second largest category of commercial accounts is a 3-yard bin with two pick-ups per week. This rate would increase from \$273.97 to \$287.19 per month, or an increase of \$13.22. The third largest category of commercial accounts is a 3-yard bin with three pick-ups per week. This rate would increase from \$380.57 to \$398.93 per month, or a \$18.36 increase. Attached is a chart showing where Paramount's commercial rates stand in comparison to other trash rates in the region and where it would stand if these rate increases were approved.

Resolution No. 23:009 approving the request for an increase in trash rates for residential and commercial accounts is attached. If approved, the rate increase would go into effect April 1, 2023.

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 Outcomes No. 4: Environmental Health and No. 6: Efficient, Effective, and Fiscally Responsible.

RECOMMENDED ACTION

It is recommended that the City Council read by title only and adopt Resolution No. 23:009.

Residential Rates as of 3/2/2023		
City	Hauler	Monthly Rate
Huntington Park	CR&R	\$33.48
Santa Fe Springs	CR&R, Serv-Wel & Republic	\$33.05
Lynwood	Waste Resources Inc.	\$28.39
Bellflower	CR&R	\$27.82
Whittier	Athens & Republic	\$27.01
Lomita	Athens	\$25.93
Lakewood	EDCO	\$25.71
Downey	Athens	\$25.67
Artesia	CR&R	\$25.16
South Gate	Universal Waste System	\$24.21
Cerritos	Athens	\$23.89
Norwalk	Athens	\$23.43
Paramount (Recommended)	Athens	\$23.25
Paramount (Current)	Athens	\$21.26

NOTE: Most cities have not yet negotiated their 2023 residential rates. These cities will likely experience a rate increase in the upcoming months.

Commercial Rates as of 3/2/2023 – 3 CY 1x per Week		
City	Hauler	Monthly Rate
Lynwood	Waste Resources Inc.	\$260.73
Santa Fe Springs	CR&R, Serv-Wel & Republic	\$241.75
Bellflower	CR&R	\$218.80
Norwalk	Athens	\$218.37
Artesia	CR&R	\$210.74
Huntington Park	CR&R	\$187.80
Whittier	Athens & Republic	\$186.10
Paramount (Recommended)	Athens	\$172.33
Cerritos	Athens	\$168.71
Downey	Athens	\$167.93
Paramount (Current)	Athens	\$164.39
South Gate	Universal Waste System	\$149.88
Lakewood	EDCO	\$146.50
Lomita	Athens	\$144.89

NOTE: Most cities have not yet negotiated their 2023 commercial rates. These cities will likely experience a rate increase in the upcoming months.

CITY OF PARAMOUNT
LOS ANGELES COUNTY, CALIFORNIA

RESOLUTION NO. 23:009

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PARAMOUNT
APPROVING THE MODIFICATION OF FEES AND CHARGES FOR PICK-
UP AND HAULING OF REFUSE WITHIN THE CITY OF PARAMOUNT

WHEREAS, the City of Paramount has entered into an Amended and Restated Agreement with Athens Services, Inc., dated November 6, 2018, for Integrated Solid Waste Management Services; and

WHEREAS, pursuant to the Municipal Code of the City of Paramount and said agreement, the City Council may, by resolution, approve the modification of fees and charges for said services; and

WHEREAS, the City of Paramount will partially fund the introduction of the State mandated Residential Food Waste Program.

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, after study and investigation, and pursuant to Article II, Division 3 of the Paramount Municipal Code and Article 6.1 of said agreement, does approve the fee schedule as shown in Exhibits 1a, 1b, 1c, and 1d for collection, removal, and disposal of garbage, recyclables, rubbish, and other refuse matter within the City.

- A. Single Family Residences, including up to four residential dwellings, shall be charged \$23.25 (includes \$0.30 in AB 939 fees) per month per dwelling unit.
- B. Single Family Residences - Additional Barrel Rates, additional refuse barrel: \$7.75. Additional yard waste barrel: \$3.87. No charge for first additional recycling barrel; \$3.87 each additional thereafter.
- C. Home Ownership - Multi-Family Complexes, including townhome/condominium complexes and mobile home parks, shall be charged rates as set forth in the table below. All rates include \$0.90 in AB 939 fees per pick-up.

PICK-UPS PER WEEK/BILLED MONTHLY						
Bins	1	2	3	4	5	6
1 yd	\$98.88	-	-	-	-	-
1-1/2 yd	\$104.68	-	-	-	-	-
2 yd	\$136.22	\$223.31	\$310.59	\$396.20	\$484.95	\$572.18
3 yd	\$168.95	\$276.02	\$379.70	\$475.17	\$567.46	\$658.35
4 yd	\$222.91	\$358.05	\$483.00	\$587.89	\$675.01	812.78

D. Commercial/Industrial - Bins

All commercial/industrial accounts shall be charged rates as set forth in the table below. In the event bins are used in non-homeownership multiple-residential complexes, the rates shall be the same as the commercial rates below. All bin rates below include \$0.90 in AB 939 fees per pick-up. The AB 939 fee for automated barrels is \$0.90 per pick-up (one barrel).

PICK-UPS PER WEEK/BILLED MONTHLY						
Bins	1	2	3	4	5	6
1 yd	\$102.24	-	-	-	-	-
1-1/2 yd	\$108.16	-	-	-	-	-
2 yd	\$139.58	\$233.57	\$327.73	\$420.33	\$515.99	\$609.91
3 yd	\$172.33	\$287.19	\$398.93	\$503.12	\$604.39	\$703.88
4 yd	\$226.31	\$370.16	\$506.37	\$622.10	\$722.75	\$870.27
PICK-UPS PER WEEK/BILLED QUARTERLY						
Barrels	1	2	3	4	5	6
1	\$61.66	-	-	-	-	-
2	\$126.61	-	-	-	-	-

Commercial/Industrial – Organics

PICK-UPS PER WEEK/BILLED MONTHLY						
	1	2	3	4	5	6
65 gl. Carts	\$113.80	\$227.59	-	-	-	-

E. Roll-off Bins

All roll-off bin accounts shall be charged rates as set forth in the table below.

ROLL-OFF BIN CHARGES		RATE
<u>Roll-off Bin Service</u>		
Per load, plus dump fee (includes \$8.00 AB 939 fee)		\$436.12
Rental per day after 7 days without a dump		\$55.70
6 Ton Inclusive Rate (COD)		\$913.34
<u>Additional Roll-off Bin Fees</u>		
Overweight charge (per ton over ten tons/load)		\$153.04
Dry Run/Redelivery/Return Trip/Relocation Fee		\$119.39

F. Recycling Bins

All recycling bin accounts shall be charged rates as set forth in the table below.

PICK-UPS PER WEEK/MONTHLY CHARGE PER BIN						
	1	2	3	4	5	6
2 yd bins	\$44.23	\$66.97	\$89.76	\$112.52	\$135.30	\$158.10
3 yd bins	\$44.20	\$66.99	\$89.75	\$112.53	\$135.29	\$158.10

G. Miscellaneous Charges

PICK-UPS PER WEEK/BILLED MONTHLY						
Service Type	1	2	3	4	5	6
Scout/Push-Out service charge (25 feet – 49 feet)	\$18.52	\$37.09	\$55.61	\$74.15	\$80.33	\$105.09
Scout/Push-Out service charge (50 feet and further)	\$38.23	\$76.48	\$114.72	\$152.97	\$191.17	\$229.39
Lock Lid service charge	\$19.10	\$23.89	\$28.64	\$33.47	\$38.23	\$43.01

ADDITIONAL SERVICE CHARGES	RATE PER SERVICE
Residential Bin and Commercial Bulky Item Pick-up:	\$25.89
Bin Return Trip/Dry Run Fee	\$57.52
Bin Re-delivery Fee (if bins are pulled for non-payment)	\$104.45
Bin Cleaning (over once per year)	\$120.53
3-yard Temporary Bin	
Per dump (delivery, disposal and 7-day rental included)	\$127.65
Rental per day after 7 days without a dump	\$8.72
Emergency Service Rates (per hour) – one crew and one collection truck	\$386.23

SECTION 3. The effective date of the modified residential and commercial accounts fees and charges shall be April 1, 2023.

SECTION 4. The City will utilize AB939 revenues to pay its franchise hauler the amount of \$1.00 per residential account per month for a period of 1 year, from April 1, 2023 to March 31, 2024 to cover partial costs associated with the introduction of the State mandated Residential Food Waste Program.

SECTION 5. The Mayor, or presiding officer, is hereby authorized to affix his or her signature to this resolution signifying its adoption and the City Clerk, or her duly appointed deputy, is directed to attest hereto.

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 28th day of March 2023.

Vilma Cuellar Stallings, Mayor

ATTEST:

Heidi Luce, City Clerk

Exhibit 1a					
Maximum Rates - Residential Customers					
April 1, 2023 - March 31, 2024					
A. Curbside Collection Service					
	Monthly Solid Waste Collection Rate from Resident				\$ 23.25
B. Additional Container - Trash					
	Monthly Solid Waste Collection Rate				\$ 7.75
C. Additional Container - Organics					
	Monthly Solid Waste Collection Rate				\$ 3.87
D. Temporary 3 Cubic Yard Bin					
	Solid Waste Collection Rate - Per Empty				\$ 127.65
					Total Rate
	Demurrage (per day beginning on 7th day)				\$ 8.72

Exhibit 1b Maximum Rates - Multi-Family Customers April 1, 2023 - March 31, 2024						
Container Size	Collection Frequency					
	1X Week	2X Week	3X Week	4X Week	5X Week	6X Week
A. Bin Service						
1 Cubic Yard						
Total	\$ 98.88					
1.5 Cubic Yard						
Total	\$ 104.68					
2 Cubic Yard						
Total	\$ 136.22	\$ 223.31	\$ 310.59	\$ 396.20	\$ 484.95	\$ 572.18
3 Cubic Yard						
Total	\$ 168.95	\$ 276.02	\$ 379.70	\$ 475.17	\$ 567.46	\$ 658.35
4 Cubic Yard						
Total	\$ 222.91	\$ 358.05	\$ 483.00	\$ 587.89	\$ 675.01	\$ 812.78

Exhibit 1b Maximum Rates - Multi-Family Customers April 1, 2023 - March 31, 2024						
Container Size	Collection Frequency					
	1X Week	2X Week	3X Week	4X Week	5X Week	6X Week
A. Bin Service - Continued						
2 Cubic Yard - Recycling						
Total	\$ 44.20	\$ 66.98	\$ 89.76	\$ 112.53	\$ 135.30	\$ 158.10
3 Cubic Yard - Recycling						
Total	\$ 44.23	\$ 66.99	\$ 89.77	\$ 112.54	\$ 135.30	\$ 158.09
Scout Service 25 - 49 Feet						
Total	\$ 18.52	\$ 37.09	\$ 55.61	\$ 74.15	\$ 80.33	\$ 105.09
Scout Service 50 Feet and Over						
Total	\$ 38.23	\$ 76.48	\$ 114.72	\$ 152.97	\$ 191.17	\$ 229.39
Lock Lid Service						
Total	\$ 19.11	\$ 23.89	\$ 28.64	\$ 33.47	\$ 38.23	\$ 43.02

Exhibit 1b Maximum Rates - Multi-Family Customers April 1, 2023 - March 31, 2024						
Container Size	Collection Frequency					
	1X Week	2X Week	3X Week	4X Week	5X Week	6X Week
B. Cart Service						
1 Cart						
Total	\$ 61.65					
2 Cart						
Total	\$ 126.61					
Cart Service 65 Gallon Organics						
Total	\$ 113.80	\$ 227.59				
C. Bulky Item Pickup						
					First Item	Each Add'l Item
Solid Waste Collection Rate - Per Empty					\$ 25.89	\$ 42.83
D. Other						
						Total Rate
Bin Return/Commercial Dry Run Fee						\$ 57.54
Bin Cleaning (over once per year)						\$ 120.53
Redelivery & Restart Fee						\$ 104.45
EmergenCubic Yard Rates per Hour						\$ 386.23

Exhibit 1c Maximum Rates - Commercial Customers April 1, 2023 - March 31, 2024						
Container Size	Collection Frequency					
	1X Week	2X Week	3X Week	4X Week	5X Week	6X Week
A. Bin Service						
1 Cubic Yard						
Total	\$ 102.24					
1.5 Cubic Yard						
Total	\$ 108.16					
2 Cubic Yard						
Total	\$ 139.58	\$ 233.57	\$ 327.73	\$ 420.33	\$ 515.99	\$ 609.91
3 Cubic Yard						
Total	\$ 172.33	\$ 287.19	\$ 398.93	\$ 503.12	\$ 604.39	\$ 703.88
4 Cubic Yard						
Total	\$ 226.31	\$ 370.16	\$ 506.37	\$ 622.10	\$ 722.75	\$ 870.27

Exhibit 1c Maximum Rates - Commercial Customers April 1, 2023 - March 31, 2024						
Container Size	Collection Frequency					
	1X Week	2X Week	3X Week	4X Week	5X Week	6X Week
A. Bin Service - Continued						
2 Cubic Yard - Recycling						
Total	\$ 44.23	\$ 66.97	\$ 89.76	\$ 112.52	\$ 135.30	\$ 158.10
3 Cubic Yard - Recycling						
Total	\$ 44.20	\$ 66.99	\$ 89.75	\$ 112.53	\$ 135.29	\$ 158.10
Scout Service 25 - 49 Feet						
Total	\$ 18.52	\$ 37.09	\$ 55.61	\$ 74.15	\$ 80.33	\$ 105.09
Scout Service 50 Feet and Over						
Total	\$ 38.23	\$ 76.48	\$ 114.72	\$ 152.97	\$ 191.17	\$ 229.39
Lock Lid Service						
Total	\$ 19.10	\$ 23.89	\$ 28.64	\$ 33.47	\$ 38.23	\$ 43.01

Exhibit 1c Maximum Rates - Commercial Customers April 1, 2023 - March 31, 2024						
Container Size	Collection Frequency					
	1X Week	2X Week	3X Week	4X Week	5X Week	6X Week
B. Cart Service						
1 Cart						
Total	\$ 61.66					
2 Cart						
Total	\$ 126.61					
Cart Service 65 Gallon Organics						
Total	\$ 113.80	\$ 227.59				
C. Bulky Item Pickup - Residential Bin and Commercial						
Total					\$ 25.89	
D. Other						
						Total Rate
Bin Return/Commercial Dry Run Fee						\$ 57.52
Bin Cleaning (over once per year)						\$ 120.53
Redelivery & Restart Fee						\$ 104.45
EmergenCubic Yard Rates per Hour						\$ 386.23

Exhibit 1d Maximum Rates - Roll-Off Services April 1, 2023 - March 31, 2024					
A. Roll-Off & Compactor (Plus Disposal)					
Total					\$ 436.12
B. COD Roll-Off: Up to 6 Tons					
Total					\$ 913.34
C. Other					
					Total Rate
Demmorage (per day beginning on the 7th day)					\$ 55.70
Overweight Charge (per ton over 10 tons)					\$ 153.04
Dry Run/Redelivery/Return Trip/Relocation/Wash Container					\$ 119.39

MARCH 28, 2023

AGREEMENT

ALTAIR COMMUNITY BENEFITS AGREEMENT

MOTION IN ORDER:

APPROVE THE COMMUNITY BENEFITS AGREEMENT WITH ALTAIR.

MOTION:

MOVED BY: _____

SECONDED BY: _____

[] APPROVED

[] DENIED

ROLL CALL VOTE:

AYES: _____

NOES: _____

ABSENT: _____

ABSTAIN: _____



To: Honorable City Council
From: John Moreno, City Manager
By: John Carver, Planning Director
Date: March 28, 2023

Subject: ALTAIR COMMUNITY BENEFITS AGREEMENT

BACKGROUND

On April 11, 2022, the City Council approved an amendment to Conditional Use Permit (CUP) No. 757 allowing AltAir to complete the conversion of the refinery from producing petroleum-based products to producing renewable jet and diesel fuel. The City Council also certified the Final Subsequent Environmental Impact Report, approved the mitigation monitoring and reporting program, and adopted the statement of overriding considerations.

DISCUSSION

A condition of the CUP requires AltAir to enter into a Community Benefits Agreement (CBA) with the City within one year of the approval of the CUP. Another condition of the CUP requires AltAir to investigate and potentially construct a soundwall adjacent to the back yards of the homes on the east side of Façade Avenue, north of Rosecrans Avenue, prior to increasing train traffic associated with the refinery conversion project. The sound wall may be constructed on existing rights-of-way or on private property. AltAir is not obligated to acquire property for the soundwall but is required to obtain easements and rights-of-way for reasonable sums. AltAir is also not obligated to maintain the soundwall once it is constructed, but rather, the property owners would be responsible for maintenance. The CUP provides that the soundwall may be paid for from the CBA.

The CUP states that AltAir use "reasonable best efforts" to construct the wall; however, after five years if the wall is unfeasible, this condition will be deemed to have been met. Unfeasibility could include the failure to obtain easements from property owners for the soundwall footings, property owners declining the soundwall, or unreasonably high costs to acquire easements or rights-of-way.

Community Benefits Agreement

The CBA is to have a period of five to seven years, with yearly contributions from AltAir not to exceed \$1,000,000. The money from the CBA is to be used for programs such as implementation of the City's Climate Action Plan, children's and youth programs, and civic programs. The term of the CBA would begin on July 1, 2023.

We have negotiated with AltAir on the term and dollar amount for the CBA and are recommending a period of five years with a yearly contribution from AltAir of \$1,000,000. The yearly contribution may be offset from proceeds from point of sale and use taxes if any are established in the future. The CBA allows for use taxes to provide the offset for one year, and sales taxes for the term of the CBA.

If AltAir is able to construct the soundwall, the term of the CBA will be extended for one and a half years with an additional contribution from AltAir of \$1,000,000 in year six and \$500,000 in year six and a half. The amount of money that may come from the CBA to pay for the cost of the soundwall is \$1,500,000. Finally, the CBA provides that the City will publicly acknowledge AltAir's contributions that are used to fund or partially fund projects.

FISCAL IMPACT

The fiscal impact of the CBA is up to \$6,500,000 in proceeds to the City.

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 Vision of a city that is safe, healthy, and attractive. This item aligns with Strategic Outcomes No. 2: Community Health and No. 6: Efficient, Effective, and Fiscally Responsible Government.

RECOMMENDED ACTION

It is recommended that the City Council approve the Community Benefits Agreement with AltAir.

RECORDED AT REQUEST OF
AND WHEN RECORDED RETURN TO:
City of Paramount
16400 Colorado Avenue
Paramount, CA 90723-5012

Fee Exempt - Gov't Code §6103
(Space above for Recorder's Use)

**COMMUNITY BENEFITS AGREEMENT BY AND BETWEEN THE CITY OF
PARAMOUNT AND ALTAIR PARAMOUNT, LLC**

This Community Benefits Agreement ("Agreement" or "CBA"), dated as of March 28, 2023 ("Effective Date"), is entered into by and between the CITY OF PARAMOUNT, a California municipal corporation ("City") and ALTAIR PARAMOUNT, LLC, a Delaware limited liability company ("AltAir"). City and AltAir are sometimes individually referred to in this Agreement as "Party" and collectively referred to as "Parties."

RECITALS

A. WHEREAS, on April 11, 2022, City adopted Resolution No. 22:021 (the "Project Approval") approving an amendment to Conditional Use Permit No. 757 ("CUP") to complete the conversion of the refinery at 14700 Downey Avenue to manufacture only renewable fuels ("Project"); certifying the Final Subsequent Environmental Impact Report ("FSEIR"); approving the mitigation monitoring and reporting program; and adopting the statement of overriding considerations (collectively, the "Project Approvals").

B. WHEREAS, Condition No. 19 of the CUP provides that AltAir and the City must enter into a CBA within one year of the Project Approval, and that the "terms of the CBA, including payment amounts, shall be fairly and duly negotiated between [AltAir] and the City."

C. WHEREAS, Condition 19 of the CUP provides that "the CBA may include a provision that would allow [AltAir] to offset the payment terms of the CBA with equal amounts of sales and use tax received by City, as a direct result of [AltAir] designating the City of Paramount as the [AltAir's] point of sale. The

CBA shall last five to seven years and shall not exceed \$1,000,000 per year.”

D. WHEREAS, Condition No. 7 of the CUP includes obligations related to the preliminary investigatory work and potential construction of a soundwall, and provides that “[c]osts incurred by [AltAir] associated with compliance with this condition, including preliminary investigatory work, will be netted from a portion of the proceeds of the Community Benefits Agreement, as described in Condition #19” of the CUP.

E. WHEREAS, the Parties agree that the potential construction by AltAir of a soundwall pursuant to Condition No. 7 of the CUP does not assume the purchase or acquisition, by AltAir, of real property; provided, however, that the purchase or acquisition of real property does not include the purchase of easements or rights-of-way for reasonable sums, which are necessary for the construction of such soundwall.

F. WHEREAS, the Parties agree that the potential construction by AltAir of a soundwall pursuant to Condition No. 7 of the CUP does not contemplate any ongoing maintenance or ownership interests of the soundwall by AltAir once such soundwall is constructed, and maintenance of such soundwall will be the sole responsibility of the property owner, which responsibility will be expressly communicated in writing by AltAir prior to construction of the soundwall. Enforcement of ongoing maintenance of the soundwall is subject to applicable code enforcement by the City and/or other oversight agencies, as applicable.

G. WHEREAS, at the time of entering into this Agreement, the Parties agree that the soundwall referenced in Condition No. 7 of the CUP, comprising approximately one-thousand, four-hundred and fifty (1,450) linear feet, would have an estimated construction cost of \$1.2 to \$1.7 million, excluding any acquisition of property rights-of-way or easements. The Parties further agree that, consistent with the provisions of Condition No. 7, once a determination is made by the City that such soundwall can and will be constructed by AltAir, then such construction would take place as soon thereafter as reasonably possible.

H. WHEREAS, the City and AltAir met on a number of occasions to date in efforts to conduct good faith negotiations on the terms and conditions of the CBA.

I. WHEREAS, the Parties desire to expeditiously enter into this CBA.

AGREEMENT

ARTICLE I

1.1. Definitions. Except as defined below or otherwise defined in this Agreement, all capitalized terms used in this Agreement shall have the meanings ascribed to them in the CUP.

1.2. The following terms shall have the following meanings:

1.2.1. “Annual Contribution” means the amount contributed annually by AltAir to the City pursuant to Condition No. 19 of the CUP.

1.2.2. “Fiscal Year” means a 12-month period beginning July 1 of a given year of the term of this Agreement, or the Extension Period, and ending on June 30.

1.2.3. “Point-of-Sale Offsets” means an amount equal to the total sales tax received by City as a direct result of AltAir designating the City of Paramount as the AltAir’s point of sale for fuel sales.

1.2.4. “Use Tax Offsets” means an amount equal to the total use tax received by City as a direct result of AltAir’s conversion construction Project.

1.2.5. “Proposed Projects” means those projects proposed by the City to AltAir for funding in whole or in part as part of AltAir’s Annual Contribution.

1.2.6. “Preliminary investigatory work” related to the soundwall includes, but is not limited to, consultant fees associated the initial investigation of the potential soundwall construction feasibility, pathways, and costs; development of engineering and design review plans for potential soundwall construction, ; but does not include costs related to constructing the soundwall or costs incurred in connection with seeking or acquiring permits or real property rights (including easements, rights-of-way, or title to properties for purposes of development of the soundwall).

1.2.7. “Soundwall” means those improvements referenced in Condition No. 7 of the CUP, including preliminary investigatory work.

ARTICLE II

2.1 Term. The term of this agreement shall be five (5) years, beginning with the initial Annual Contribution by AltAir as set forth in Section 2.2 below, and concluding June 30, 2028, except as such term is extended, as provided in Section 2.3 below.

2.2 AltAir's Annual Contribution. Beginning July 1, 2023, and for each Fiscal Year thereafter during the term of this Agreement, AltAir shall be obligated to contribute, under the CBA, an amount of one million dollars (\$1,000,000) including any Use Tax Offsets as defined hereinabove. Use Tax Offsets may be utilized for one year, during Year One of the CBA. Point-Of-Sale Offsets, as defined hereinabove, may be utilized during the term of the agreement, including the Extension Period, if applicable.

2.3 If, pursuant to the provisions in compliance with CUP Condition 7, it is determined within 5 years that the soundwall can be and will be constructed by AltAir, then:

2.3.1 The term of the Agreement shall be extended by one year and six months (1.5 years) from June 30, 2028 ("Extension Period"); and

2.3.2 During the Extension Period, AltAir's Annual Contribution shall be (\$1,000,000) for year 6 and five-hundred thousand dollars (\$500,000) for the 6-month term thereafter; and

2.3.3 Consistent with the provisions of Condition 7 of the CUP, upon a determination by the City that the soundwall can and will be constructed by AltAir, costs expended by AltAir on the Soundwall on an annual basis shall be netted from the Annual Contribution beginning when actual construction costs are incurred, but no sooner than in Year Four of this CBA, up to an aggregate not to exceed amount of one-million, five-hundred thousand dollars (\$1.5 million).

2.3.4 Actual construction costs expended by AltAir shall be submitted to the City no later than June 30th of each fiscal year and evidenced by contractor invoices and paid receipts. Those actual construction costs will be netted from the Annual Contribution for the following fiscal year.

2.4 Proposed Projects. City will submit for AltAir's review the Proposed Projects that City wishes AltAir to fund in whole or in part through AltAir's Annual Contribution. City agrees to provide AltAir with the opportunity to a review of, comment on, the Proposed Projects, and City will take into account AltAir's comments; provided however, City will have the final decision on those Proposed Projects. Proceeds from this CBA shall be used to promote projects including, but not limited to, implementation of the City's Climate Action Plan, children's and youth programs, civic programs and other such programs administered by the City.

2.5 Balance Contribution. On or before August 31 of each Fiscal Year during the term of this Agreement, including the Extension Period, if applicable, AltAir shall conduct an accounting of the funds expended pursuant to this Agreement during the preceding Fiscal Year, along with any Point-of-Sale Offsets for the preceding Fiscal Year; shall determine the amount remaining, if any, to satisfy the Annual Contribution for the preceding Fiscal Year; and shall remit such balance to City via check, bank transfer, or other means agreed upon by the Parties. The graphical representation of this accounting balance can be represented as follows:

[Annual Contribution] – [Use Tax and Point-of-Sale Offsets] – [Monies Expended under Sections 2.3 and 2.4] = Balance

2.6 Acknowledgement of Contributions: City agrees to publicly acknowledge AltAir's contributions to Proposed Projects partially or completely funded pursuant to this Agreement. Such public acknowledgment includes, but is not limited to, physical plaques or other signage as appropriate, press releases, social media posts, and statements made by City public officials (included staff and elected officials) at City Council meetings, or other public meetings or events. For purposes of such acknowledgements, AltAir should be referred as either "AltAir Paramount" or "World Energy."

ARTICLE III

3.1 Recitals. The recitals included at the beginning of this CBA are true and correct and are hereby made a part of this Agreement.

3.2 Effect on CUP. This Agreement is binding on the Parties. This Agreement does not amend or change the provisions of the CUP, and the terms of the CUP shall remain in full force and effect and shall govern this Agreement. In addition, this Agreement shall be interpreted in a manner consistent with the CUP and the Project Approvals.

3.3 Entire Agreement. This Agreement constitutes the entire understanding and agreement of City and AltAir with respect to the matters set forth in this Agreement. This Agreement supersedes all negotiations or previous agreements between City and AltAir respecting the subject matter of this Agreement.

3.4 Multiple Counterparts. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

3.5 Severability. In the event that any one or more of the provisions contained in this Agreement or in any other instrument referred to herein shall, for any reason, be held to be invalid, illegal, or unenforceable in any respect, then to the maximum extent permitted by law, such invalidity, illegality, or unenforceability shall not affect any other provisions of this Agreement or any other such instrument.

3.6 Representation by Counsel; Equal Construction. Each Party hereto represents and agrees with each other Party that it has been represented by or had the opportunity to be represented by, independent counsel of its own choosing, and that it has had the full right and opportunity to consult with its respective attorney(s), that to the extent, if any, it desired, it availed itself of this right and opportunity, that it has carefully read and fully understood this Agreement in its entirety and has had the Agreement fully explained to it by such Party's respective counsel, that it is fully aware of the contents thereof and the Agreement's meaning, intent, and legal effect, and that it is competent to execute this Agreement and has executed this Agreement free from coercion, duress or undue influence. The Parties agree that each Party has reviewed and revised this Agreement and that any rule of construction to the effect that ambiguities are to be resolved against the drafting Party shall not apply in the interpretation of this Agreement.

[Signatures on the immediately following page.]

[Signature Page to Agreement]

IN WITNESS WHEREOF, the Parties have caused this Agreement to be duly executed as of the day and year first above written.

ALTAIR:

CITY:

ALTAIR PARAMOUNT, LLC,
a Delaware limited liability company

CITY OF Paramount,
a California municipal corporation

By: _____

By: _____

Name: _____

Vilma Cuellar Stallings
Mayor

Its: _____

Approved as to Form:

Attest:

By: _____

Attorneys for AltAir

By: _____

Heidi Luce
City Clerk

By: _____

John E. Cavanaugh
City Attorney

MARCH 28, 2023

CONSIDERATION OF A REQUEST SUBMITTED BY ECO-RAPID TRANSIT
FOR THE CITY OF PARAMOUNT TO REMIT ADVANCE PAYMENT OF ITS
ANNUAL MEMBERSHIP DUES FOR FISCAL YEAR 2023-2024

MOTION IN ORDER:

AUTHORIZE CITY MANAGER TO REMIT ADVANCE PAYMENT AS
REQUESTED OR PROVIDE ALTERNATE DIRECTION.



To: Honorable City Council
From: John Moreno, City Manager
By: John Moreno, City Manager
Date: March 28, 2023

Subject: CONSIDERATION OF A REQUEST SUBMITTED BY ECO-RAPID TRANSIT FOR THE CITY OF PARAMOUNT TO REMIT ADVANCE PAYMENT OF ITS ANNUAL MEMBERSHIP DUES FOR FISCAL YEAR 2023-2024

BACKGROUND

Since 2003, the City has been a member of the Orangeline Development Authority, dba Eco-Rapid Transit (ERT). The initial mission of ERT is to promote regional transportation in the Gateway region; seek long-term regional economic development benefits associated with the Metro-proposed West Santa Ana Branch (WSAB) project; and advocate against potential impacts as a result of the WSAB project. In addition, as a member of ERT, a designee of the Paramount City Council serves as a Board Member on the ERT Board of Directors. This, presumably, allows a greater ability for the City of Paramount to persuade Metro to entertain design alternatives for the WSAB project to maximize the long-term benefits of the project to the City and the region.

Eco-Rapid Transit's current methodology for calculating membership dues is based on a combination of the City's population and lengths of WSAB light-rail track within the City's jurisdictional boundaries. For FY 2022-2023, the City's membership dues totaled \$20,221.81 and was paid using restricted Proposition A and C funds.

DISCUSSION

On February 14, 2023, staff was notified that ERT is currently facing serious fiscal challenges as a result of past budgetary practices, resulting in insufficient funds to support basic operations and to provide services for member cities through the remainder of the current 2022-2023 Fiscal Year. As a result, Eco-Rapid Transit is requesting advance payment of membership dues for Fiscal Year 2023-2024, totaling \$21,535.16 (see attachment).

In addition to the request for advance payment, the ERT Board of Directors will review and assess the adequacy of the existing methodology used for calculating membership dues to determine if changes are necessary to cover Eco-Rapid Transit's annual operating costs. Options considered by the Board will include a one-time special

assessment and/or supplemental payment for all member cities. At the time that this staff report was written, ERT staff indicated that this cost to Paramount could possibly equal half of the City's annual membership dues, or \$10,767.50.

ERT's dire financial situation has recently brought to light the question about the future direction of ERT, particularly now that Metro has prioritized the completion of the WSAB light rail project for our region. The project design is moving along, and Metro appears to be committed to doing much of the preliminary work that will pave the way for eventual construction. For instance, Metro contractors were in Paramount and other cities last month conducting soil borings to gather samples for the enhanced design documents. Additionally, it appears that the Gateway Cities Council of Governments (COG), to which Paramount belongs, has become more actively engaged with advocating for the WSAB project. For example, the Gateway COG Board formed a city manager technical advisory group three years ago to handle the technical aspects of the WSAB; authored letters of support to the Metro Board for the WSAB project; and most recently, gave authorization to hire a construction liaison to work with the WSAB cities when Metro starts construction on the WSAB. Therefore, such a commitment by the Gateway Cities COG and by Metro for the WSAB project calls into question the future long-term role of Eco-Rapid Transit.

Another issue concerning ERT is the future focus of this agency. While it seems as if most of ERT's time and energy is spent in the Gateway Cities on Metro's WSAB project, ERT membership also includes the City of Glendale and the Burbank Airport. Both entities have been long-standing members of ERT because, initially, it was hoped that the light rail route for the WSAB would traverse the Gateway cities, move through Downtown LA, and end at the Burbank Airport with a stop in Glendale. However, Metro has made it clear to City staff that the WSAB will only go as far as Downtown LA and they have no plans to extend the train route to service these entities. City staff is unsure whether ERT will continue to focus their time, energy, and resources on this matter.

Finally, and on a more positive note for ERT, the Office of Supervisor Janice Hahn has recently given notice to ERT that they plan to join Eco-Rapid Transit within the next couple of months. Supervisor Hahn also serves as a Metro Board member and has staff members who are dedicated to transit issues in LA County. As a result, it is possible that, by having the Supervisor's office directly involved in ERT, the agency could evolve into a more effective, recognizable, and financially stable agency.

FISCAL IMPACT

If ERT's request for advance payment of the FY 2023-2024 membership dues is approved, a total of \$21,535.16 will be appropriated in the FY 2022-2023 budget using available Proposition A restricted funds. Additionally, currently there are sufficient Proposition A restricted funds available should ERT move forward with the proposed special assessment or supplemental payment in the amount of \$10,767.50 in FY 2023-2024.

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:

1. Review and discuss the information provided;
2. Authorize the City Manager to remit the City's 2023-2024 Fiscal Year membership dues totaling \$21,535.16 to Eco-Rapid Transit, subject to the City Manager conducting an evaluation of the City's membership status and to present said findings to the City Council for consideration on or before July 1, 2023, and prior to remitting any additional payments to Eco-Rapid Transit; or
3. Provide alternative direction to City staff relative to the City's membership and/or affiliation with Eco-Rapid Transit.

Attachment: Eco-Transit's Request for Advance Payment dated February 14, 2023



Connecting its cities via environmentally effective rapid transit

Eco-Rapid Transit, formerly known as the Orangeline Development Authority, is a joint powers authority (JPA). Its Board of Directors consists of the following public entities and primary representatives:

City of Artesia
Hon. Ali Sajjad Taj
Chair of the Board

City of Bell
Mr. Jesus Casas

City of Bell Gardens
Hon. Alejandra Cortez
Secretary of the Board

City of Cerritos
Hon. Bruce Borrowes

City of Cudahy
Hon. Jose R. Gonzalez
Vice Chair of the Board

City of Downey
Hon. Hector Sosa

City of Glendale
(Vacant)

City of Huntington Park
Hon. Karina Marcia

City of Maywood
Ms. Angelina Martinez

City of Paramount
Hon. Isabel Aguayo
Treasurer of the Board

City of South Gate
Hon. Maria Davila

**Burbank-Glendale-Pasadena
Airport Authority**
Hon. Frank Quintero

Executive Director
Eric C. Shen, P.E., PTP, CPE

General Counsel
Matthew T. Summers

Ex-Officio
Ricardo Reyes
City Manager Representative

Internal Auditor
(Vacant)

February 14, 2023

Mr. John Moreno
City Manager
City of Paramount
Via email: jmoreno@paramountcity.com

Re: Request of the City of Paramount for the Advance Payment of Eco-Rapid Transit Annual Membership Dues for FY 2023/24 totaling \$21,535.16

Dear Mr. Moreno,

First, I would like to express my appreciation for the City of Paramount's commitment to Eco-Rapid Transit (ERT) over the years. Eco-Rapid benefits from the City's technical and financial support greatly. As the Metro-proposed West Santa Ana Branch (WSAB) Project progresses, ERT will continue advocating for its member agencies' local needs while collaborating with federal, state and regional partners to deliver the WSAB project for the communities of southeast Los Angeles County.

Eco-Rapid Transit is currently facing serious fiscal challenges attributed by its past budgetary practices. The Fiscal Year (FY) 2022/23 membership dues (for July 1, 2022 – June 30, 2023) were collected and exhausted in late December 2022. As of January 31, 2023, ERT had to defer paying most invoices and salaries due to insufficient funds. With six more months remaining in the current fiscal year, ERT must seek additional financial resources to cover its basic operating costs until the new Fiscal Year begins on July 1, 2023. During its February 8, 2023 meeting, ERT Board of Directors directed staff to request the advancement of FY 2023/24 dues (for July 1, 2023 – June 30, 2024) from its member agencies based with the addition of a 6.5% inflation factor. In the next few weeks, the Board will review and assess the adequacy of the existing methodology used for calculating membership dues for ERT to fund basic operations and provide quality services to its members. Options to be considered by the Board will include a one-time special assessment and/or a supplemental payment of membership dues.

The City of Paramount's FY 2022/23 ERT membership dues were \$20,220.81. Accordingly, the Eco-Rapid Board respectfully requests that the City to remit its FY 2023/24 membership dues totaling **\$21,535.16** on or **before March 15, 2023** in advance of the upcoming fiscal year. Thank you in advance for your continued support and understanding and please do not hesitate to contact me by telephone at (626) 698-9926 or by email at eshen@eco-rapid.org.

Sincerely,

ERIC C. SHEN, PE, PTP, CPE
Executive Director

CC: Honorable Isabel Aguayo, Treasurer of ERT Board of Directors
Honorable Ali Sajjad Taj, Chair of ERT Board of Directors

Attachment: Invoice #23/24-010



Connecting its cities via environmentally effective rapid transit

Eco-Rapid Transit, formerly known as the Orangeline Development Authority, is a joint powers authority (JPA). Its Board of Directors consists of the following public entities and primary representatives:

City of Artesia
Hon. Ali Sajjad Taj
Chair of the Board

City of Bell
Mr. Jesus Casas

City of Bell Gardens
Hon. Alejandra Cortez
Secretary of the Board

City of Cerritos
Hon. Bruce Borrows

City of Cudahy
Hon. Jose R. Gonzalez
Vice Chair of the Board

City of Downey
Hon. Hector Sosa

City of Glendale
(Vacant)

City of Huntington Park
Hon. Karina Marcia

City of Maywood
Ms. Angelina Martinez

City of Paramount
Hon. Isabel Aguayo
Treasurer of the Board

City of South Gate
Hon. Maria Davila

**Burbank-Glendale-Pasadena
Airport Authority**
Hon. Frank Quintero

Executive Director
Eric C. Shen, P.E., PTP, CPE

General Counsel
Matthew T. Summers

Ex-Officio
Ricardo Reyes
City Manager Representative

Internal Auditor
(Vacant)

INVOICE

Re: Orangeline Development Authority Membership FY 2023/24
Paramount Membership Fee: **\$21,535.16**

Payable to: Orangeline Development Authority
(dba, Eco-Rapid Transit)
16401 Paramount Boulevard
Paramount, California 90723

Invoice No.: **23/24-010**

Membership fees are due on or before March 15, 2023. If you have any questions, please contact Eric C. Shen, Executive Director at (626) 698-9926 or eshen@eco-rapid.org.

MARCH 28, 2023

APPROVAL OF AGREEMENT BETWEEN THE CITY OF BELLFLOWER
AND THE CITY OF PARAMOUNT FOR RECLAIM WATER EXTENSION
ON LAKEWOOD BOULEVARD FY 2022-23 AND AWARD OF CONTRACT
FOR RECLAIM WATER EXTENSION ON LAKEWOOD BOULEVARD
(CITY PROJECT NO. 9238)

MOTION IN ORDER:

1. APPROVE AN AGREEMENT WITH THE CITY OF BELLFLOWER
FOR RECLAIM WATER EXTENSION ON LAKEWOOD
BOULEVARD FY 2022-23; AND AUTHORIZE THE MAYOR OR
HER DESIGNEE TO EXECUTE THE AGREEMENT.

2. AWARD THE CONTRACT FOR THE RECLAIM WATER
EXTENSION ON LAKEWOOD BOULEVARD TO VALVERDE
CONSTRUCTION, INC., SANTA FE SPRINGS, CALIFORNIA, IN
THE AMOUNT OF \$52,200; AND AUTHORIZE THE MAYOR OR
HER DESIGNEE TO EXECUTE THE AGREEMENT.

MOTION:

MOVED BY: _____

SECONDED BY: _____

[] APPROVED

[] DENIED

ROLL CALL VOTE:

AYES: _____

NOES: _____

ABSENT: _____

ABSTAIN: _____



To: Honorable City Council

From: John Moreno, City Manager

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

Date: March 28, 2023

Subject: APPROVAL OF AGREEMENT BETWEEN THE CITY OF BELLFLOWER AND THE CITY OF PARAMOUNT FOR RECLAIM WATER EXTENSION ON LAKEWOOD BOULEVARD FY 2022-23 AND AWARD OF CONTRACT FOR RECLAIM WATER EXTENSION ON LAKEWOOD BOULEVARD (CITY PROJECT NO. 9238)

BACKGROUND

In an effort to beautify one of the entrances to the City and highlight a major shopping center, the City of Paramount installed and continues to maintain the medians on Lakewood Boulevard from Century Boulevard to Alondra Boulevard. These medians were constructed by the City of Paramount in 1994 and are located in the City of Bellflower's jurisdiction. In January 2014, the Governor issued an executive order that called for California to reduce water usage. This order came with several requirements for Cities, including one that banned the use of potable water to irrigate turf on city medians. In an effort to remediate, as turf in these medians began to turn brown, the City began removing grass and replacing it with drought tolerant plants. When it came to the Lakewood Boulevard medians, due to an existing reclaimed water line in the nearby area, the City realized that it could change the irrigation in this area to reclaimed water and therefore, this project was included in the FY 2022-23 Capital Improvement Projects Budget.

DISCUSSION

During the design process, the City Engineer approached City of Bellflower staff to receive comments on the project. The City of Bellflower has agreed to the project; however, Bellflower would like to enter into a formal agreement before work begins. This agreement is attached and has been reviewed and approved by the City Attorneys for both cities.

On January 5, 2023, the Director of Public Works opened and examined the bids for the Reclaim Water Extension on Lakewood Boulevard (City Project No. 9238). The bids were opened at 11:00 AM at City Hall. Three (3) bids were received, and the apparent low bid submitted by Valverde Construction, Inc., amounted to \$52,200. Bids received ranged from \$52,200 to \$87,300.

FISCAL IMPACT

There is currently no additional fiscal impact to the City. Funding for this project was included in the FY 2022-23 Capital Improvement Projects Budget utilizing General Funds.

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:

1. Approve an agreement with the City of Bellflower for Reclaim Water Extension on Lakewood Boulevard FY 2022-23; and
2. Award the contract for the Reclaim Water Extension on Lakewood Boulevard to Valverde Construction, Inc., Santa Fe Springs, California, in the amount of \$52,200; and Authorize the Mayor or her designee to execute the agreement.

JOB NAME: RECLAIM WATER EXTENSION ON LAKEWOOD BOULEVARD
(CITY PROJECT NO. 9238)

BID DATE: Tuesday, January 5, 2023

BID TIME: 11:00 AM

	<u>Company Name</u>	<u>Company Address</u>	<u>Bid Amount</u>
1.	Valverde Construction, Inc.	Santa Fe Springs, CA	\$ 52,200.00
2.	Kormex Construction, Inc.	Ontario, CA	\$ 78,000.00
3.	Stephen Doreck Equipment Rentals, Inc.	Pico Rivera, CA	\$ 87,300.00

**AGREEMENT BETWEEN AND THE CITY OF BELLFLOWER
AND THE CITY OF PARAMOUNT
FOR RECLAIM WATER EXTENSION LAKEWOOD BOULEVARD
FY 2022-2023
(CAPITAL IMPROVEMENT PROJECT NO. 9238)**

THIS AGREEMENT (“Agreement”) is effective as of this ____ day of _____ 2023 (“Effective Date”), by and between the City of Paramount (“Paramount”), a municipal corporation, and the City of Bellflower (“Bellflower”), a general law city, for the cooperative implementation of Reclaim Water Extension Lakewood Boulevard FY 2022-2023 (the “Project”).

RECITALS

WHEREAS, the boundary between Paramount and Bellflower coincides with Lakewood Boulevard westerly right-of-way;

WHEREAS, Paramount and Bellflower (jointly referred to as the “Parties” and interchangeably as “Party”) agree that the Project is mutually beneficial to both Parties;

WHEREAS, the Project consists of the construction of a new reclaim water service to irrigate the existing median island, disconnect the exiting potable water service, trench the roadway as necessary for the new reclaimed water service and disconnection of the exiting potable water service, repair street resurfacing, curb, gutter and sidewalk within the cities of Paramount and Bellflower on their respective boundaries on Lakewood Boulevard: a) between Alondra Boulevard and Century Boulevard (Paramount’s and Bellflower’s city limit);

WHEREAS, the estimated Project cost for Bellflower is approximately zero dollars (\$0), inclusive of professional engineering and construction services. Paramount will be responsible for all actual Project costs;

WHEREAS, the Paramount has appropriated, or will appropriate, sufficient funds to pay for the Project;

WHEREAS, Paramount shall construct the Project within each respective jurisdiction consistent with the Project plans, and any work completed by either Party beyond the Project plans within their respective jurisdiction shall be at the sole expense of said Party and shall not be reimbursed;

WHEREAS, Paramount will conduct Request for Proposals and Invitations for Bids where applicable for the Project, the responses to which will be jointly reviewed by the Parties;

WHEREAS, the Parties agree that Paramount will select an on-call consultant to perform design, construction management and inspection services, and that the cost of the on-call consultant shall be paid entirely by Paramount in the same manner as other Project costs;

AGREEMENT FOR LAKEWOOD BOULEVARD IMPROVEMENTS

WHEREAS, the Parties agree to jointly select a contractor from responsive bids and proposals and agree that Paramount shall execute a service agreement with the jointly selected contractor or consultant; and

NOW, THEREFORE, in consideration of the mutual promises and conditions in this Agreement, the Parties agree as follows:

SECTION 1. Purpose of the Agreement.

The purpose of this Agreement is to provide for Paramount's obligation to pay for all costs incurred in completing the Project ("Paramount's Costs Incurred") and to provide for the defense of any action arising against either or both Parties as a result of the construction of the Project. For purposes of this Agreement, the term "Paramount's Costs Incurred" includes costs incurred by the City of Paramount, including, but not limited to, expenses arising from project management, design consultants, funding management, construction materials and labor, and construction management.

SECTION 2. Term of the Agreement.

The term of this Agreement shall commence on the Effective Date identified above and shall continue until completion of the Project, or until the Agreement is terminated as provided for in Section 8.

SECTION 3. Project Scope.

The Project will include the following elements:

- New reclaim water service connection
- Disconnection of the existing potable water service connection
- Sidewalk repairs;
- Repairs to the existing pavement;
- Repair of miscellaneous concrete surfaces;
- Any additional improvements deemed necessary by the Parties; and
- Services necessary to implement the Project, including, but not limited to, planning, design and environmental services, construction and construction management, funding management and project management.

SECTION 4. Selection of Contractors and Consultants

Paramount shall conduct Requests for Proposals and Solicitations for Bids where applicable, for the Project. Paramount shall consult with Bellflower during the selection process regarding the qualifications and costs presented in responding bids and proposals. The Parties will jointly select from responding bids and proposals. Project contractors or consultants shall be retained by Paramount. Bellflower has the right to review and comment on Paramount's agreements with contractors and consultants, prior to execution of the agreements. The Parties agree that any provisions in the contractor or consultant services agreement requiring that Paramount is listed as

AGREEMENT FOR LAKEWOOD BOULEVARD IMPROVEMENTS

an “additional insured” shall also require that Bellflower is listed as an “additional insured.” The Parties also agree that any agreement for contractor or consultant services shall require the contractor or consultant to meet with Bellflower to provide information necessary to the Project.

During construction of Project, Paramount shall furnish an inspector or other representative to perform the functions of an inspector. Bellflower may also furnish, at no cost to Paramount, an inspector or other representative to inspect construction of the Project. Said inspectors shall cooperate and consult with each other, but the orders of the Paramount inspector to the contractors or any other person in charge of construction shall prevail and be final.

SECTION 5. Permits

Bellflower shall, upon approval of the construction plans for the Project, issue Paramount a no-fee permit authorizing Paramount to construct those portions of the Project within Bellflower’s jurisdiction.

SECTION 6. Indemnification.

Each Party, as an Indemnitor, agrees to protect, indemnify, and hold the other Party (the “Indemnitee”) and its employees, officers and agents free and harmless from any and all losses, claims, liens, demands and causes of action of every kind, including, but not limited to, the amounts of judgment, interests, court costs, legal fees, experts fees, experts costs, and other expenses incurred by the Indemnitee arising in favor of any Party, including losses and claims regarding personal injuries, death, or damages to property, and without limitation by enumeration, all other claims or demands of every kind occurring or arising directly out of the negligent acts, errors or omissions of the Indemnitor in the performance of its obligations and duties under this Agreement, except when the injury to persons or damage to property are due or claimed to be due to the Indemnitee’s negligence or willful misconduct. This provision is not intended to create any cause of action in favor of any third party against either Party to this Agreement, but is intended solely to provide for indemnification of a Party for liability for damages and injuries to third persons or property arising from the Indemnitor Party’s negligent performance of this Agreement. This Section 7 survives the termination or expiration of this Agreement.

SECTION 7. Default and Termination.

- A. Notice of Default. If for any reason, a Party fails to fulfill in a timely and proper manner its obligation under this Agreement, or a Party has violated any of the terms or conditions of this Agreement, the non-violating Party shall provide a Notice of Default to the violating Party setting forth the breached terms or conditions of this Agreement. The violating Party shall then have thirty (30) days to cure the terms and conditions in the written notice. The Notice of Default shall refer to this clause, specify the nature of the alleged default, and shall specify the effective date of the termination in the event that breach does lead to termination.

AGREEMENT FOR LAKEWOOD BOULEVARD IMPROVEMENTS

- B. Failure to Cure. If the violating Party fails to cure and bring into compliance all terms specified, the non-violating Party shall then have the right to terminate this Agreement without further notice to the violating Party.

SECTION 8. Assignment.

The rights and duties of each Party are specific to the Parties and are not transferrable without the consent of the non-transferring Party. Neither Party shall assign rights or responsibilities under this Agreement without the express written consent of the other Party, which may be withheld for any reason or no reason.

SECTION 9. Resolution of Disputes.

- A. Disputes regarding the interpretation or application of any provisions of this Agreement shall, to the extent reasonably feasible, be resolved through good faith negotiations between the Parties. If following good faith negotiations between the Parties, the Parties are unable to reach a mutually agreeable resolution to the dispute, either party may commence an action in the appropriate court in Los Angeles County as described in Section 14B.

SECTION 10. Notice.

- A. Any notice desired or required to be given pursuant to this Agreement or by any law now or hereinafter in effect shall be given by personal delivery, or by enclosing the same in a sealed envelope with postage prepaid, certified or registered mail, return receipt requested, with the United States Postal Service.
- B. Notice to Paramount shall be sent to following address: City of Paramount, 16400 Colorado Avenue, Paramount, CA 90723, Attn: Director of Public Works
- C. Notice to Bellflower shall be sent to the following address: City of Bellflower, 16600 Civic Center Drive, Bellflower, CA 90241, Attn: Director of Public Works

SECTION 11. Force Majeure.

The respective duties and obligations of the Parties, pursuant to this Agreement, shall be suspended while and so long as performance is prevented or impeded by strikes, disturbances, riots, fires, severe weather, government action, war acts, acts of God, or any other cause similar or dissimilar to the foregoing, which are beyond the control of the Party from whom the affected performance was due.

SECTION 12. Waiver.

Either Party's failure to insist upon strict performance of any of the terms or conditions of this Agreement shall not be deemed a waiver of any right or remedy that the Parties may have, and

AGREEMENT FOR LAKEWOOD BOULEVARD IMPROVEMENTS

shall not be deemed a waiver of any right or remedy for a subsequent breach or default of terms or conditions of this Agreement.

SECTION 13. Severability.

If any provision of this Agreement is held by a court of competent jurisdiction to be invalid, void or unenforceable, the remaining provisions will continue in full force and effect without being impaired or invalidated in any way.

SECTION 14. Governing Law and Compliance.

- A. In performing the duties and obligations pursuant to this Agreement, each Party is responsible for its compliance with all local, State and Federal laws and regulations.
- B. This Agreement shall be governed by and construed in accordance with the laws of the State of California. In the event of litigation between the Parties, venue in the State trial courts shall lie exclusively in the County of Los Angeles. In the event of litigation in a U.S. District Court, exclusive venue shall lie in the Central District of California.

SECTION 15. Headings.

The headings, order, and grouping of provisions of this Agreement are for the purpose of convenience and shall not be used to construe meaning or intent.

SECTION 16. Interpretation of Terms.

This Agreement is jointly prepared by the Parties. Therefore, this Agreement shall not be construed against any Party on the basis such Party drafted this Agreement or any provision within it.

SECTION 17. Entire Agreement.

This Agreement supersedes any and all other agreements, either oral or in writing, between the Parties with respect to the Project. Each Party to this Agreement acknowledges that no representation, statement or promise which is not embodied in this Agreement or any other agreement shall be valid and binding. Any modification of this Agreement shall be effective only if it is in writing and signed by both Parties.

SECTION 18. Authority.

The individuals executing this Agreement represent and warrant that they have the right, power, legal capacity, and authority to enter into and execute this Agreement on behalf of the respective Parties. This Agreement shall inure to the benefit of, and be binding upon, the Parties hereto and their respective successors and assigns.

AGREEMENT FOR LAKEWOOD BOULEVARD IMPROVEMENTS

IN WITNESS WHEREOF, the Parties do hereby agree to the full performance of the terms set forth herein.

CITY OF PARAMOUNT

John Moreno, City Manager

Date: _____

ATTEST:

Heidi Luce, CMC
City Clerk

APPROVED AS TO FORM:

John E. Cavanaugh, City Attorney

CITY OF BELLFLOWER

Jeff Stewart, City Manager

Date: _____

ATTEST:

Mayra Ochiqui, CMC
City Clerk

APPROVED AS TO FORM:

Karl H. Berger, City Attorney

CITY OF PARAMOUNT
CONTRACT AGREEMENT
FOR
RECLAIM WATER EXTENSION LAKEWOOD BOULEVARD
FY 2022-2023
CITY PROJECT NO. 9238

This contract agreement is made and entered into for the above-stated project this 28th day of March 2023, by and between the City of Paramount, as AGENCY and Valverde Construction, Inc., as Contractor.

WITNESSETH that AGENCY and Contractor have mutually agreed as follows:

ARTICLE I

The Contract Documents for the aforesaid project shall consist of the Notice Inviting Sealed Bids, Instructions to Bidders, Proposal, General Specifications, Standard Specifications, Special Provisions, Plans, and all referenced specifications, details, standard drawings, and appendices; together with this contract agreement and all required bonds, insurance certificates, permits, notices, and affidavits and also including any and all addenda or supplemental agreements clarifying, amending, or extending the work contemplated as may be required to ensure its completion in an acceptable manner. All of the provisions of said Contract Documents are made a part hereof as though fully set forth herein.

ARTICLE II

For and in consideration of the payments and agreements to be made and performed by AGENCY, Contractor agrees to furnish all materials and perform all work required for the above-stated project and to fulfill all other obligations as set forth in the aforesaid contract documents.

ARTICLE III

Contractor agrees to receive and accept the prices set forth in the Proposal as full compensation for furnishing all materials, performing all work, and fulfilling all obligations hereunder. Said compensation shall cover all expenses, losses, damages, and consequences arising out of the nature of the work during its progress or prior to its acceptance including those for well and faithfully completing the work and the whole thereof in the manner and time specified in the aforesaid contract documents and also including those arising from actions of the elements, unforeseen difficulties, or obstructions encountered in the prosecution of the work and also including those arising from actions of the elements, unforeseen difficulties, or obstructions encountered in the prosecution of the work, suspension, or discontinuance of the work and all other unknowns or risks of any description connected with the work.

ARTICLE IV

AGENCY hereby promises and agrees to employ and does hereby employ, Contractor to provide the materials, do the work and fulfill the obligations according to the terms and conditions herein contained and referred to, for the prices aforesaid and hereby contracts to pay the same at the time, in the manner and upon the conditions set forth in the contract documents.

ARTICLE V

Contractor acknowledges the provisions of the State Labor Code requiring every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of that code and certifies compliance with such provisions. Contractor further acknowledges the provisions of the State Labor Code requiring every employer to pay at least the minimum prevailing rate of per diem wages for each craft classification or type of workman needed to execute this contract as determined by the Director of Labor Relations of the State of California.

ARTICLE VI

Contractor agrees to indemnify and hold harmless AGENCY and all of its officers and agents from any claims, demands, or causes of action including related expenses, attorney's fees, and costs based on, arising out of, or in any way related to the work undertaken by Contractor hereunder. In the event the insurance coverage is on a claims made basis the Contractor shall indemnify and hold harmless the AGENCY and all of its officers and agents from any and all claims, demands, or causes of action that arise after the expiration of the Contractor's current policy or after the service contract has ended, for any occurrences arising out of or any way related to the work undertaken by the Contractor. The liability insurance coverage values shall be:

<u>Insurance Coverage Requirements</u>	<u>Limit Requirements</u>
Comprehensive General Liability	\$1,500,000
Product/Completion Operations	\$1,500,000
Contractual General Liability	\$1,500,000
Comprehensive Automobile Liability	\$1,500,000

A combined single-limit policy with aggregate limits in the amount of \$3,000,000 will be considered equivalent to the required minimum limits. The issuer shall be an "admitted surety insurer" duly authorized to transact business under the laws of the State of California.

Acceptable insurance coverage shall be placed with carriers admitted to write insurance in California with a rating of A:VIII by A.M. Best & Co. Any deviation from this rule shall require specific approval in writing from the AGENCY.

Insurance shall name the City of Paramount, its officers, agents, and employees as additional insured by endorsement of the Contractor's policy. A copy of the endorsement, showing policy limits, shall be provided to the AGENCY on or before signing this contract.

ARTICLE VII

Contractor affirms that the signatures, titles, and seals set forth hereinafter the execution of this contract agreement represent all individuals, firm members, partners, joint venturers, and/or corporate officers having a principal interest herein.

ARTICLE VIII

Blank

ARTICLE IX

Records and Audits. The Contractor shall maintain accounts and records, including personnel, property, and financial records, adequate to identify and account for all costs pertaining to the contract and such other records as may be deemed necessary by the AGENCY to assure proper accounting for all project funds, both federal and non-federal shares. These records will be made available for audit purposes to the AGENCY or any authorized representative and will be retained for 5 years after the expiration of this Contract unless permission to destroy them is granted by the AGENCY.

ARTICLE X

False Claims and Debarment Procedures. The AGENCY hereby gives notice to Contractor that Chapter 34 of the Paramount Municipal Code dealing with false claims of contractors provides for an administrative debarment action for submitting a false claim subjecting Contractor to a potential five (5) year debarment upon finding that Contractor knowingly submitted a false claim as further set forth in Chapter 34. Failure to abide by the provisions of Chapter 34 may lead to a disqualification of the Contractor as an irresponsible bidder and resultant prohibition of Contractor, from bidding as a Contractor, Subcontractor or Consultant for a period up to five (5) years in the City of Paramount.

IN WITNESS WHEREOF, the parties hereto for themselves, their heirs, executors, administrators, successors, and assigns do hereby agree to the full performance of the covenants herein contained and have caused this contract agreement to be executed in duplicate by setting hereunto their names, titles, hands, and seals this 28th day of March 2023.

Contractor: _____
(Signature)

Name and Title (Printed) _____

Contractor's License No. _____

Agency Business License No. _____

Federal Tax Identification No. _____

Note: Contractor signature must be acknowledged before a Notary Public, and evidence of the authority of any person signing as attorney-in-fact must be attached.

AGENCY: _____
Mayor of the City of Paramount

Attested: _____
City Clerk of the City of Paramount

Date _____

Approved
as to form: _____
City Attorney of the City of Paramount

Date _____

MARCH 28, 2023

AWARD OF CONTRACT

NEIGHBORHOOD STREET RESURFACING (CITY PROJECT NO. 9331)

MOTION IN ORDER:

AWARD THE CONTRACT FOR THE NEIGHBORHOOD STREET RESURFACING TO ONYX PAVING CO., ANAHEIM, CA, IN THE AMOUNT OF \$1,472,000, AND AUTHORIZE THE MAYOR OR HER DESIGNEE TO EXECUTE THE AGREEMENT.

MOTION:

MOVED BY: _____

SECONDED BY: _____

☐ APPROVED

☐ DENIED

ROLL CALL VOTE:

AYES: _____

NOES: _____

ABSENT: _____

ABSTAIN: _____



To: Honorable City Council
From: John Moreno, City Manager
By: Adriana Figueroa, Public Works Director
Sarah Ho, Assistant Public Works Director
Date: March 28, 2023

Subject: AWARD OF CONTRACT FOR NEIGHBORHOOD STREET RESURFACING (CITY PROJECT NO. 9331)

BACKGROUND

Each year, the City allocates funding for neighborhood street resurfacing. This includes grinding down the asphalt and repaving streets, replacing damaged curb and gutter, repairing sidewalks, slurry seal pavement, and installing Americans with Disabilities Act (ADA) curb ramps to ensure proper access for all pedestrians. Repairs are planned based on the recommendations of the Pavement Management System, a report completed by our City Engineering firm, Willdan Engineering. The report is a comprehensive review of the condition of all city streets within Paramount boundaries and identifies those streets in most need of repair.

The adopted Fiscal Year 2022-23 Budget includes Capital Improvement Project (CIP) No. 9331 under which the following street will be resurfaced:

<u>Street Location</u>	<u>Beginning</u>	<u>End</u>
Florine Avenue	Century Boulevard	South End
Racine Avenue	Mendy Street	End of Cul-De-Sac
Florine Avenue	Mendy Street	End of Cul-De-Sac
Mendy Street	Garfield Avenue	Facade Avenue
Happy Street	Mendy Street	Facade Avenue
Florine Avenue	Racine Avenue	Happy Street
Alondra Boulevard	Hunsaker Avenue	End
Frontage Road		

DISCUSSION

On March 14, 2023, the Director of Public Works opened and examined the bids for the Neighborhood Street Resurfacing project (CIP 9331). The bids were opened at 11:00 AM at City Hall.

Six (6) bids were received, and the apparent low bid submitted by Onyx Paving Co., amounted to \$1,472,000. This amount is below the budgeted amount of \$1,900,000.

FISCAL IMPACT

There is currently no additional fiscal impact to the City. Funding for this project was included in the FY 2022-23 Capital Improvement Projects Budget utilizing SB1-RMRA and Measure R Funds.

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 Neighborhood Street Resurfacing to Onyx Paving Co, Anaheim, CA, in the amount of \$1,472,000, and authorize the Mayor or her designee to execute the agreement.

JOB NAME: NEIGHBORHOODS STREET RESURFACING (CIP 9331)

BID DATE: TUESDAY, MARCH 14, 2023

BID TIME: 11:00 AM

	<u>Company Name</u>	<u>Company Address</u>	<u>Bid Amount</u>
1.	Onyx Paving Co.	Anaheim, CA	\$1,472,000.00
2.	Excel Paving Co.	Long Beach, CA	\$1,522,526.00
3.	Hardy & Harper, Inc.	Lake Forest, CA	\$1,533,920.00
4.	All American Asphalt	Corona, CA	\$1,676,593.00
5.	Sequel Contractors, Inc.	Santa Fe Springs, CA	\$1,677,840.00
6.	R J Noble Co.	Orange, CA	\$1,828,510.50

CITY OF PARAMOUNT CONTRACT AGREEMENT FOR
NEIGHBORHOOD STREET IMPROVEMENTS ON
VARIOUS CITY STREETS FY
2022-2023

PROJECT NO. 9331

This contract agreement is made and entered into for the above-stated project this ____ day of _____, 20____, by and between the City of Paramount, as AGENCY and _____, as Contractor.

WITNESSETH that AGENCY and Contractor have mutually agreed as follows:

ARTICLE I

The Contract Documents for the aforesaid project shall consist of the Notice Inviting Sealed Bids, Instructions to Bidders, Proposal, General Specifications, Standard Specifications, Special Provisions, Plans, and all referenced specifications, details, standard drawings, and appendices; together with this contract agreement and all required bonds, insurance certificates, permits, notices, and affidavits and also including any and all addenda or supplemental agreements clarifying, amending, or extending the work contemplated as may be required to ensure its completion in an acceptable manner. All of the provisions of said Contract Documents are made a part hereof as though fully set forth herein.

ARTICLE II

For and in consideration of the payments and agreements to be made and performed by AGENCY, Contractor agrees to furnish all materials and perform all work required for the above-stated project and to fulfill all other obligations as set forth in the aforesaid contract documents.

ARTICLE III

Contractor agrees to receive and accept the prices set forth in the Proposal as full compensation for furnishing all materials, performing all work, and fulfilling all obligations hereunder. Said compensation shall cover all expenses, losses, damages, and consequences arising out of the nature of the work during its progress or prior to its acceptance including those for well and faithfully completing the work and the whole thereof in the manner and time specified in the aforesaid contract documents and also including those arising from actions of the elements, unforeseen difficulties, or obstructions encountered in the prosecution of the work and also including those arising from actions of the elements, unforeseen difficulties, or obstructions encountered in the

prosecution of the work, suspension, or discontinuance of the work and all other unknowns or risks of any description connected with the work.

ARTICLE IV

AGENCY hereby promises and agrees to employ and does hereby employ, Contractor to provide the materials, do the work and fulfill the obligations according to the terms and conditions herein contained and referred to, for the prices aforesaid and hereby contracts to pay the same at the time, in the manner and upon the conditions set forth in the contract documents.

ARTICLE V

Contractor acknowledges the provisions of the State Labor Code requiring every employer to be insured against liability for workers' compensation or to undertake selfinsurance in accordance with the provisions of that code and certifies compliance with such provisions. Contractor further acknowledges the provisions of the State Labor Code requiring every employer to pay at least the minimum prevailing rate of per diem wages for each craft classification or type of workman needed to execute this contract as determined by the Director of Labor Relations of the State of California.

ARTICLE VI

Contractor agrees to indemnify and hold harmless AGENCY and all of its officers and agents from any claims, demands, or causes of action including related expenses, attorney's fees, and costs based on, arising out of, or in any way related to the work undertaken by Contractor hereunder. In the event the insurance coverage is on a claims made basis the Contractor shall indemnify and hold harmless the AGENCY and all of its officers and agents from any and all claims, demands, or causes of action that arise after the expiration of the Contractor's current policy or after the service contract has ended, for any occurrences arising out of or any way related to the work undertaken by the Contractor. The liability insurance coverage values shall be:

<u>Insurance Coverage Requirements</u>	<u>Limit Requirements</u>
Comprehensive General Liability	\$1,500,000
Product/Completion Operations	\$1,500,000
Contractual General Liability	\$1,500,000
Comprehensive Automobile Liability	\$1,500,000

A combined single-limit policy with aggregate limits in the amount of \$3,000,000 will be considered equivalent to the required minimum limits. The issuer shall be an "admitted surety insurer" duly authorized to transact business under the laws of the State of California.

Acceptable insurance coverage shall be placed with carriers admitted to write insurance in California with a rating of A:VIII by A.M. Best & Co. Any deviation from this rule shall require specific approval in writing from the AGENCY.

Insurance shall name the City of Paramount, its officers, agents, and employees as additional insured by endorsement of the Contractor's policy. A copy of the endorsement, showing policy limits, shall be provided to the AGENCY on or before signing this contract.

ARTICLE VII

Contractor affirms that the signatures, titles, and seals set forth hereinafter the execution of this contract agreement represent all individuals, firm members, partners, joint venturers, and/or corporate officers having a principal interest herein.

ARTICLE VIII

Blank

ARTICLE IX

Records and Audits. The Contractor shall maintain accounts and records, including personnel, property, and financial records, adequate to identify and account for all costs pertaining to the contract and such other records as may be deemed necessary by the AGENCY to assure proper accounting for all project funds, both federal and non-federal shares. These records will be made available for audit purposes to the AGENCY or any authorized representative and will be retained for 5 years after the expiration of this Contract unless permission to destroy them is granted by the AGENCY.

ARTICLE X

False Claims and Debarment Procedures. The AGENCY hereby gives notice to Contractor that Chapter 34 of the Paramount Municipal Code dealing with false claims of contractors provides for an administrative debarment action for submitting a false claim subjecting Contractor to a potential five (5) year debarment upon finding that Contractor knowingly submitted a false claim as further set forth in Chapter 34. Failure to abide by the provisions of Chapter 34 may lead to a disqualification of the Contractor as an irresponsible bidder and resultant prohibition of Contractor, from bidding as a Contractor, Subcontractor or Consultant for a period up to five (5) years in the City of Paramount.

IN WITNESS WHEREOF, the parties hereto for themselves, their heirs, executors, administrators, successors, and assigns do hereby agree to the full performance of the covenants herein contained and have caused this contract agreement to be executed in duplicate by setting hereunto their names, titles, hands, and seals this _____ day of _____, 20____.

Contractor: _____
(Signature)

Name and Title (Printed) _____

Contractor's License No. _____

Agency Business License No. _____

Federal Tax Identification No. _____

Note: Contractor signature must be acknowledged before a Notary Public, and evidence of the authority of any person signing as attorney-in-fact must be attached.

AGENCY: _____
Mayor of the City of Paramount

Attested: _____
City Clerk of the City of Paramount

Date _____

Approved
as to form: _____
City Attorney of the City of Paramount

Date _____

FAITHFUL PERFORMANCE BOND
FOR

NEIGHBORHOOD STREET IMPROVEMENTS ON VARIOUS CITY STREETS
FY 2022-2023

IN THE CITY OF PARAMOUNT
PROJECT NO. 9331

KNOW ALL MEN BY THESE PRESENTS that _____ as
CONTRACTOR and _____ a corporation organized and existing under the laws of the State of _____, and duly authorized to transact business
under the laws of the State of California, as SURETY, are held and firmly bound unto the _____
City of Paramount, as AGENCY, in the penal sum of _____ Dollars (\$_____), which is 100 percent of the total contract
amount for the above-stated project, for the payment of which sum, CONTRACTOR and SURETY agree to be bound, jointly and
severally, firmly by these presents.

THE CONDITIONS OF THIS OBLIGATION ARE SUCH that, whereas CONTRACTOR has been awarded and is about to enter
into the annexed Contract Agreement with AGENCY for the above-stated project, if CONTRACTOR faithfully performs and fulfills
all obligations under the contract documents in the manner and time specified therein, then this obligation shall be null and void,
otherwise it shall remain in full force and effect in favor of AGENCY; provided that any alterations in the obligations or time for
completion made pursuant to the terms of the Contract Documents shall not in any way release either CONTRACTOR or SURETY,
and notice of such alterations is hereby waived by SURETY.

IN WITNESS WHEREOF, two (2) identical counterparts of this instrument, each of which shall for all purposes be deemed an
original hereof, have been duly executed by Bidder and Surety, on the date set forth below, the name of each corporate party being
hereto affixed and these presents duly signed by its undersigned representative(s) pursuant to authority of its governing body.

Dated: _____

BIDDER: Name: _____

Address: _____

By: _____
(Signature)

Type Name and Title _____

SURETY: Name: _____

Address: _____

By: _____
(Signature)

Type Name and Title: _____

**Note: This bond must be executed in duplicate and dated, all signatures must be acknowledged before a Notary Public,
and evidence of the authority of any person signing as attorney-in-fact must be attached.**

MATERIAL AND LABOR BOND
FOR
NEIGHBORHOOD STREET IMPROVEMENTS ON VARIOUS CITY STREETS
FY 2022-2023

IN THE CITY OF PARAMOUNT
PROJECT NO. 9331

KNOW ALL MEN BY THESE PRESENTS that _____, as CONTRACTOR, and
_____, a corporation organized and existing under the laws of the State
of _____,

and duly authorized to transact business under the laws of the State of California, as SURETY, are held and
firmly bound unto the City of Paramount, as AGENCY, in the penal sum of _____ Dollars
(\$ _____), which is 100 percent of the total contract amount for the above-stated project, for payment of which sum,
CONTRACTOR and SURETY agree to be bound, jointly and severally, firmly by these presents.

THE CONDITIONS OF THIS OBLIGATION ARE SUCH that, whereas CONTRACTOR has been awarded and is about to enter
into the annexed Contract Agreement with AGENCY for the above-stated project, if CONTRACTOR or any subcontractor fails to
pay for any labor or material of any kind used in the performance of the work to be done under said contract, or fails to submit
amounts due under the State Unemployment Insurance Act with respect to said labor, SURETY will pay for the same in an amount
not exceeding the sum set forth above, which amount shall inure to the benefit of all persons entitled to file claims under the State
Code of Civil Procedures; provided that any alterations in the work to be done, materials to be furnished, or time for completion
made pursuant to the terms of the contract documents shall not in any way release either CONTRACTOR or SURETY, and notice
of said alterations is hereby waived by SURETY.

IN WITNESS WHEREOF, two (2) identical counterparts of this instrument, each of which shall for all purposes be deemed an
original hereof, have been duly executed by Bidder and Surety, on the date set forth below, the name of each corporate party being
hereto affixed and these presents duly signed by its undersigned representative(s) pursuant to authority of its governing body.

Dated: _____

BIDDER: Name: _____

Address: _____

By: _____
(Signature)

Type Name and Title _____

SURETY: Name: _____

Address: _____

By: _____
(Signature)

**Note: This bond must be executed in duplicate and dated, all signatures must be acknowledged before a Notary Public,
and evidence of the authority of any person signing as attorney-in-fact must be attached.**

MARCH 28, 2023

AWARD OF CONTRACT FOR CITYWIDE COPIER AND PRINTING
SERVICES TO UBEO BUSINESS SERVICES

MOTION IN ORDER:

1) AWARD A CONTRACT TO UBEO BUSINESS SERVICES FOR CITYWIDE NETWORK COPIER, PRINT, AND FAX SERVICES FOR A FIVE-YEAR TERM; AND 2) AUTHORIZE THE CITY MANAGER TO EXECUTE THE AGREEMENT TO INCLUDE A 10% CONTINGENCY FOR UNEXPECTED COSTS IN THE AMOUNT OF \$6,348, FOR A TOTAL CONTRACT AMOUNT NOT TO EXCEED \$69,828 ANNUALLY.

<u>MOTION:</u>	<u>ROLL CALL VOTE:</u>
MOVED BY: _____	AYES: _____
SECONDED BY: _____	NOES: _____
<input type="checkbox"/> APPROVED	ABSENT: _____
<input type="checkbox"/> DENIED	ABSTAIN: _____



To: Honorable City Council

From: John Moreno, City Manager

By: Andrew Vialpando, Assistant City Manager
Pauline Aguayo, Management Analyst

Date: March 28, 2023

Subject: AWARD OF CONTRACT FOR CITYWIDE COPIER AND PRINTING SERVICES TO UBEQ BUSINESS SERVICES

BACKGROUND

The City of Paramount currently leases nine copiers from QDox(Xerox), Image 2000, MRC Smart Technology Solutions (MRC), and LDI. In addition, the City owns 47 local printers from a variety of brands serviced by MRC. Over the years, copiers and printers were procured individually by departments on a case-by-case basis without any uniformity in standards. This practice led to inconsistent services, complex billing, outdated machines and potential cyber security risks.

To assess the City's copy, print, and scan needs, staff surveyed the City Hall, City Yard, Community Center, and Public Safety Station facilities. The survey examined current lease agreements, supply services, print volumes, billing and expenses, among other items. During the assessment, staff also compiled a list of 11 potential service providers. Following this comprehensive survey by staff, a Request for Proposals (RFP) was published on November 1, 2022, soliciting for the Citywide Copier and Printing Services to establish a more efficient, modern, and secure printing environment for the City.

DISCUSSION

Request for Proposals Process

The RFP was published on the City's website from November 1, 2022, through January 3, 2023. During that time, the RFP was downloaded by several interested business technology firms. Additionally, the RFP was sent to the eleven firms that were identified during the assessment process. On January 3, 2023, the City received a total of 12 proposals and began an extensive review process. The proposals were evaluated based on thoroughness, strategic plan, project timeline, pricing structure, experience with municipalities, responsiveness to City questions, quality of product, exceptional service, and seamless transition plans.

Proposals were narrowed down to three service providers who were invited to be interviewed and provide a demonstration of their product in-person. The interview panel included City staff from Information Technology, Administrative Services, and seven

Administrative Assistants from various departments who frequently utilize the City's copiers and printers. Each finalist was given approximately one hour to present their proposal of services, provide a demonstration of their recommended equipment, and answer any questions pertaining to their proposal.

The City panel narrowed the selection down to two competitive firms. For the final assessment of the proposals, staff conducted reference checks to determine the best fit and quality of service. After a comprehensive evaluation of the equipment and overall package of services, City staff is prepared to recommend the best network copier service provider for our City's needs.

Recommended Service Provider

After a comprehensive and competitive RFP evaluation process, staff is recommending UBEO Business Services (UBEO) for network copier and printer services. UBEO works with many municipalities and school districts locally and across the nation. Some of UBEO's key offerings are premier imaging systems (copiers & printers), document management software, hardware support, and business technology assessments.

UBEO will provide the City with a plethora of services that will optimize printing efficiency, reduce waste, and provide staff with enhanced technology features previously unavailable to them. Some key features of UBEO's proposal includes over 20 technicians available for service calls, guaranteed response service in less than four hours, automated toner replacement, monthly maintenance checks, delivery of new equipment, installation, software training, security print codes, and network printing.

The following stand-out services were unique to UBEO's proposal:

- UBEO UMANAGE Rental Program - Unlike traditional copier lease programs, the City will have the opportunity at any time during the agreement to upgrade, downgrade, add devices, remove devices, request changes in print volume with no penalties. The UMANAGE Rental program will cohesively adapt to City changes as we continue to grow year-over-year.
- Monthly Preventative Maintenance Plan – Prescheduled once a month, which involves a technician reviewing, cleaning, and repairing all devices to ensure they are operating correctly. Moreover, UBEO provided the only proposal to offer preventative maintenance monthly. While other proposals offer maintenance checks, typically service is performed only at the request of the client. UBEO's plan will significantly improve staff work-flow and decrease copier down-time.
- Canon Uniflow Express – Software allows administrators to remotely track printing, copying, faxing and scanning so costs can be correctly allocated to individual users, devices or departments. There is currently no monitoring system in place for printing and copying across City departments. Typically, staff print and copy as needed, but this may lead to print waste. This solution will empower departments

to monitor in real time their printing and copying practices to better avoid excessive paper waste and simplify billing management. This software also offers flexible identification to secure devices against unauthorized users. Users will be required to identify themselves at a copier with their personal ID card or PIN code.

- Customer Service Web Portal – The City will have 24 hour, seven days a week secure access to account details which can be segmented by department and location. The web portal will have real-time data updates, meter reads, and service and supply order history.

Reference checks were also conducted, and staff confirmed the firm's qualifications and quality of services in the industry. Santa Clara County praised UBEO for their exceptional services and seamless implementation process of 1,000 new multi-function device printers which they've managed for over eight years. Placer County also commended UBEO's rigorous planning efforts that resulted in implementing best practice strategies for over 200 devices as Placer County grows their operations. Across the board, UBEO's references did not hesitate to suggest they would renew services on the spot if given the opportunity.

Other Proposals

Pacific Office Automation (POA) and Century Business Services (CBS) were also highly considered during the process. While both proposals were competitive in price, neither presented a comparable suite of services or strategic solutions that would fully address the City's needs. Neither proposed online customer service portals, and although CBS's transition plan was practical, staff did not prefer their recommended equipment models. POA's customer service structure was commended by staff, however after conducting a reference check with several of their clients, some concerns about their quality of service arose.

FISCAL IMPACT

The City currently pays approximately \$73,000 per year for overall copier and printing services. Under the UBEO contract, the City will lease eight Canon network copiers and up to 48 HP local printers for a five-year term. The lease of copiers and printers will cost the City \$33,468 annually. In addition to this cost, the City will be charged for "Costs Per Page" (CPP) printed. Staff projects that with CPP costs included, the total annual agreement cost will be \$62,268, representing a savings of \$10,732.

As additional incentive, UBEO will consolidate their proposal further by reducing our number of local printers after conducting a comprehensive business assessment of department devices as part of their strategic transition plan. UBEO will also supply the City with a one-time \$13,427 rebate check to cover current service agreements, cancellation notices, and termination agreements with LDI, Image 2000, Xerox, and MRC.

Although not included in the RFP, staff recommends including the add-on digital cloud based fax service, XMedius Fax Solutions, at an annual cost of \$1,212. This will allow the City to complete its transition from using analog lines.

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 all Strategic Outcomes No. 6: Efficient, Effective, and Fiscally Responsible.

RECOMMENDED ACTION

It is recommended that the City Council 1) award a contract to UBEO Business Services for Citywide network copier, print, and fax services for a five-year term; and 2) authorize the City Manager to execute the agreement to include a 10% contingency for unexpected costs in the amount of \$6,348, for a total contract amount not to exceed \$69,828 annually.

Attachments:

- A – UBEO Proposal
- B – UBEO PowerPoint of Services
- C – UBEO XMedius Fax Solution

ATTACHMENT A



&



Prepared for:

Pauline Aguayo

Prepared by:

Derek Valenzuela
Major Account Executive
949.866.2552

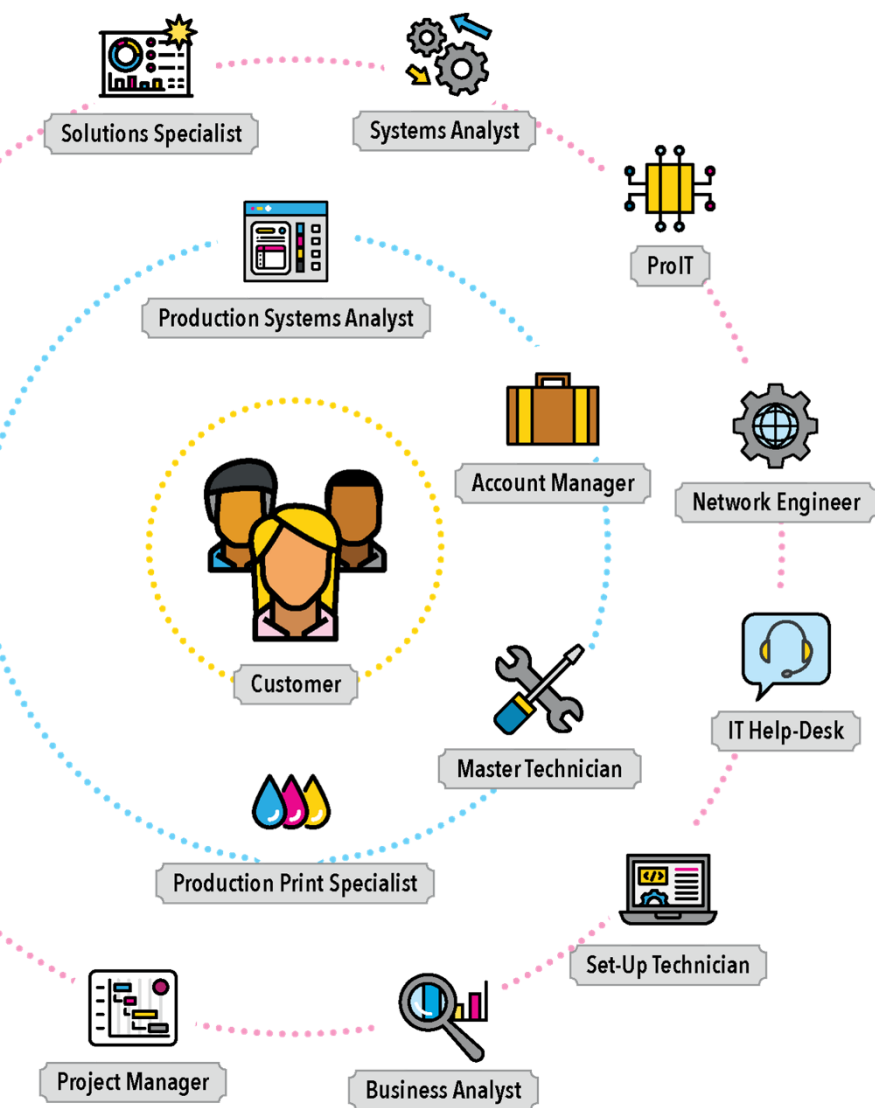


The Team. The Technology. The Solution.

We make the complicated simple. UBEO is an end-to-end business solutions provider focused on delivering value, not one-off services or products. We solve our customers' challenges and drive measurable results – all through a frictionless partnership that empowers our customers.



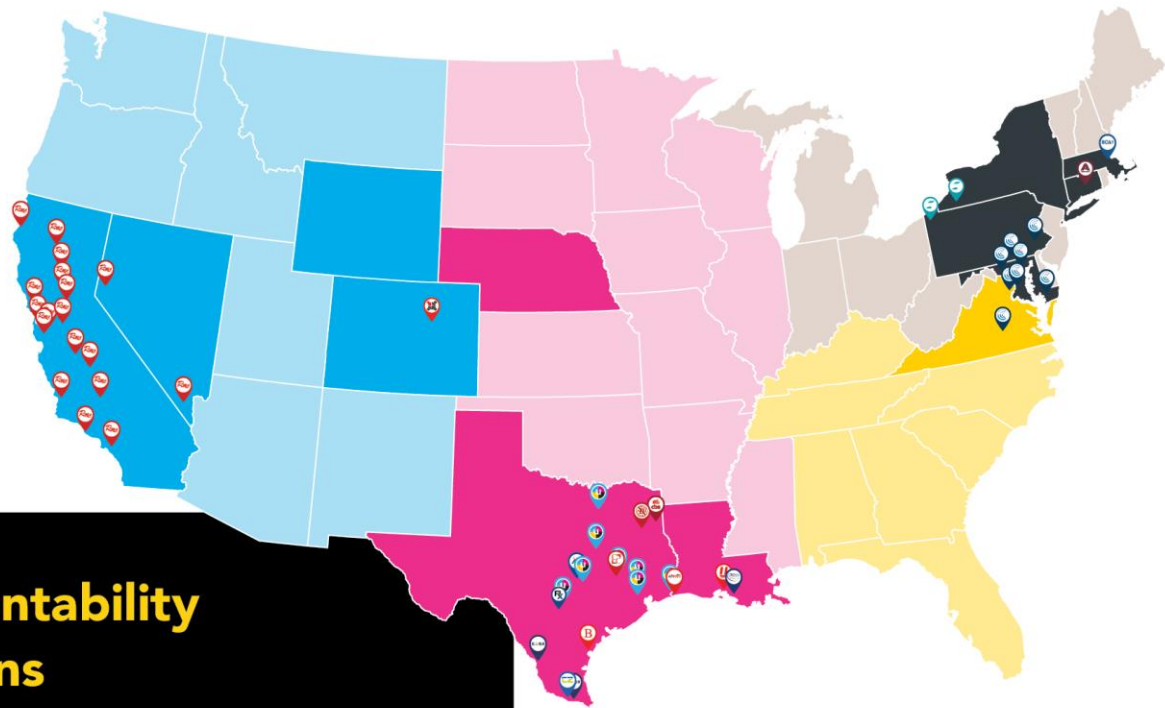
Meet the team.



National Reach, Local Touch.

Every branch has the autonomy to do what is right for their customers.

From Business Analysts and Master Service Technicians to Production Specialists and Systems Integrators, UBEO provides a wide bandwidth of industry experts to help your team to do their best work.



Local Accountability and Decisions

We have great leaders at UBEO. We take the time to ensure we have the right leadership in place in every branch and then grant them the autonomy to do what is best for their customers. Our branch leaders can and do make decisions that ensure our customers get the best possible customer experience.

Our Decision-Making Philosophy

Every decision we make is put through a series of questions:

- How does this decision improve our customer experience?
- How does this decision impact our employees?
- How does this decision affect our company as a whole?

What's interesting about this method is that we always know the answer to the third question. If we make great decisions for our customers and our employees first, our company will always be made stronger. It isn't always the easiest way to lead, but at UBEO, **we do what's right, not what's easy.**

CUSTOMER
FIRST

EMPLOYEE
SECOND

COMPANY
THIRD



Business Technology Assessment

Our experts begin every partnership with an in-depth study of your current situation, workflow, output and your opportunity for growth. Your organization will gain a complete understanding of where you are now and your potential for growth.

Our assessment, ongoing service, customer support and training are the reasons our customers renew with us again and again. We make every business decision for the benefit of our customers.



INTRODUCTION



WALK-THROUGH



FINDINGS



RECOMMENDATIONS



IMPLEMENTATION



ACCOUNT REVIEW



EQUIPMENT REFRESH

Customer Experience

It's not a priority if you don't measure it.

If given the opportunity, how likely are you to recommend us to colleagues and friends?



The snapshot above is taken directly from our survey platform. These numbers are derived from the total of individual survey responses from our customers.

Our leadership team wanted our service survey to provide valuable customer insight and feedback to help us improve our customer experience. Instead of developing our service survey internally, we enlisted the help of a third-party survey company, Loyalty Loop. Their experts helped UBEO craft questions designed to get the most accurate representation of our customer experience. Our survey comprises 12 specific questions designed to measure our true customer experience.

From this feedback, we make improvements to our business processes each day. This is one more way our company is committed to providing the highest level of customer experience in our industry.

A common measure of customer experience performance is **Net Promoter Score**. A company's NPS is calculated by subtracting the number of Detractors (1-3 out of 5) from the number of Promoters (5 out of 5). Passives (4 out of 5) are ignored for this calculation as they neither promote nor detract from a brand's reputation. Below are some of the highest-performing brands in the US based on their Net Promoter Score.

Company	Ritz Carlton	USAA	HEB	Apple
NPS	70	69	65	51

UBEO's Net Promoter Score is currently 87%.

Proposed Solution

Devices Consolidated as Requested

QTY	MODEL	DESCRIPTION
8	Canon C5850i MFP	Color Copy, Print, Scan, Finisher, Hole Punch, Network Fax Kit, Canon Uniflow Express
NOTE:	CITY of Paramount	UBEO will reduce this quote to 7 Canon Copiers as UBEO plans to take over service on existing Canon IR Advance C7565. Need to discuss with City of Paramount as it reduces need for buyout, a unnecessary new device, and keeps with existing fleet of new Canon copiers prov UBEO Solution. WIN-WIN

QTY	MODEL	DESCRIPTION
47	HP M404DN	Black and White Network Desktop Printer with Duplex

QTY	MODEL	DESCRIPTION
1	HP E47528	Color Desktop MFP Copy, Print, Scan

60 Mo. Rental Payment	Canon B/W Cost Per Page	Canon Color Cost Per Page	HP B/W Cost Per Page	HP Color Cost Per Page
\$2,529.74	.0063	.047	.012	.12

UBEO Business Services: Payoff Stream of Payments						Install April 2023	
Lessor	Device	End Date	Detailed Information	Tax	Total Monthly Payment	Months Left	Payoff Amount
LDI	Canon C7565i	Jul-24	\$478.77	\$49.07	\$527.84	14	Take Over for Service
LDI	Sharp M3570	Jul-24	\$159.55	\$16.35	\$175.90	14	\$2,462.65
Xerox	Xerox Devices	Oct-22	\$1,014.25	\$103.96	\$1,118.21	5	\$5,591.05
Image 2000		Nov-24	\$184.97	\$18.96	\$203.93	18	\$3,670.73
MRC	Xerox	Month to	\$186.00	\$19.07	\$205.07	1	\$205.07
All Different Companies	Service Agreements		Send Cancellation Notice		End Maintenance Agreements		\$0.00
Full Rebate Check Provided by UBEO for City of Paramount							\$11,929.51

Note: Once agreement is approved UBEO and City of Paramount can make adjustments to devices quantity, type, and payoff amounts based on final walk through of sites, and actual installation date.

60 Month Agreement vs. 36 Month Agreement

1. Lower payment. \$77,584.20 saved over a five-year period
2. You are trying to get five years out of devices anyways
3. A five-year term is what these devices are made for (Especially Canon)
 - a. Buyers Lab Independent Line of the Year for 4 consecutive years -CANON
4. Same Cost Per Page for 5 v 3 year
5. Same Overage for 5 v 3 year
6. UMANAGE RENTAL PROGRAM provided by UBEO. Fully Adjustable
 - a. This agreement allows much more flexibility than the typical lease agreements you are in
 - b. If you need to adjust, remove, replace, change out a device during the term there are no additional financial penalties like there are within a traditional lease
 - c. If you need to adjust black and white or color that request can be made at any point in the UMANAGE RENTAL PROGRAM
7. You can terminate UBEO as the service provider during the term if we do not meet your needs

Questionnaire Response

UBEO Responses

- Distributor- Device Agnostic which allows us to provide the best device instead of only one model. However, we are the largest dealer of Canon in CA
- Ray Morgan a part of UBEO located in CA has been in business for over 60 years
- Less than 4 hours
- Over 20 technicians were available, however we would recommend we have just one or two designated to your account to develop working knowledge and rapport with your team. works much better than a different tech each call.
- Monthly proactive maintenance plan. UBEO is the only company to provide this included in the agreement. Each month a technician will come out at a specific time and date to review, clean, repair, and keep devices up and running
- Print, Scan, Fax, OCR, Canon Uniflow Express, Included
- No Scan Charge
- Monthly Maintenance Included
- Delivery and Installation Included
- Training Included
- For a small additional monthly fee Staples can be included in the agreement. We just did this for a school district to alleviate any hidden costs however small
- User Codes available if needed- Follow Me Print Option Available (send print job and release at any copier device)
- Monthly Costs Stated Above
- Shasta State Pricing Used in the Government Contract Pricing

Why Derek and UBEO?

- We will provide the best service and support City of Paramount has ever received
- I will be your direct contact throughout the agreement
- We can (at any time you choose) provide fully cloud based printing which will allow you to remove any print servers on site
- We provide back scanning for all clients' needs
- We provide a team of Laserfiche experts for any paperless initiatives City of Paramount may need
- During our evaluation we saw many areas where devices could be consolidated, desktop devices could be shared, or desktop devices could be used more efficiently, scanning, network faxing, printing envelopes
 - This initial proposal covers all devices, however additional meeting and/or walk throughs with City of Paramount may change the exact scale the solution to fit City of Paramount best.

Response to RFP Submittal Instructions

In this response UBEO will provide feedback on any specific points necessary. UBEO will summarize the responses to keep concise and on point. This will allow City of Paramount to easily identify key answers while not wasting additional time or resources reviewing a lengthy unnecessary response.

4. Company Profile- Ray Morgan UBEO has been in the copier business since the 1960's. 50 locations, 1000 employees, 500-million-dollar dealer.
5. UBEO the largest independent dealer in the state and #1 Canon #1 HP and #1 Xerox dealer in the state
6. Work Plan- Meet to decide on desktop devices, quantity, and where we can consolidate or offer desktop mfp instead of desktop printers. I (Derek) will be the POC for all service, supplies, delivery, install, and set up needs. I will transition that over to team members once things are settled, but will be the main POC for all questions, service or otherwise for the duration of the term
7. Project Staffing- UBEO has service, sale, and Install Directors all available for this solution
8. Proposal Cost Shee Included
 - a. Pick up and return of devices depends on location of return. This can be worked out during the cancellation of each agreement still current with City of Paramount
9. Delivery of copiers will take two days, delivery or desktop devices will take 4 days
 - a. Follow up training and support related to initial install is included as needed

UBEO Service Support

Field Service

All UBEO technicians are manufacturer trained and certified. They carry car stock to reduce the number of call back visits. Focusing on **first call fixes** is key to maintaining the uptime you require when a field technician is needed.

Preventing Copier Emergencies

Gone are the days of shaking toner cartridges because someone forgot to order replacements on time! With UBEO Business Services' **Proactive Maintenance and Automatic Replenishment**, problems are taken care of *before* they become an office emergency. Similar to routine maintenance for your car, Proactive Maintenance keeps equipment in optimal shape and prevents additional service calls, which can reduce downtime. And so long as it's connected to the network, UBEO Business Services' Automatic Replenishment system enables office equipment to take care of itself.

Answering the Call

All calls are handled by a **LIVE** operator during business hours. Placing a service/supply call is quick and easy since all phone operators are cross-trained, thus eliminating the need for your call to be transferred. Toll Free 866-754-7677. Or use your personal web portal.

Performance Guaranty

After the technician has contacted the customer with an ETA, the technician arrives and communicates with the key operator or individual that placed the service call to confirm the problem. The technician then services the equipment, resolving the problem(s) and performing all preventative maintenance.

Peace of Mind

UBEO has experience, with the most tenured sales and technical staff in the industry. We can support your organization now and in the future.

REFERENCES

SLG:

Santa Clara County

150 W Tasman
San Jose, CA 95118
Contact: Paul Tran
P: 408.755.7115

E: paul.tran@ssa.sccgov.org

In 2015 we were awarded the RFP for Santa Clara County. The initial implementation included just shy of 1,000 MFDs to be installed in 45 days.

Solutions included uniFLOW print management, advanced security features, fax server integration, and managed print. Today we support over 2,000 devices in the County.

5 Yr Contract Amount: \$17.5 million



Placer County

11459 F Ave
Auburn, CA 95603
Contact: Mirinda Glick
T: Manager, Document Solutions
P: 530.889.7770

Email: documentsolutions@placer.ca.gov

In 2019 we were awarded the RFP for Placer County. Our rigorous planning efforts with County I.S. resulted in implementing best practices prior to MFD installation: 3 printer VLANs and IPPS printing. We installed 270 MFDs, uniFLOW print management (on-premises), uniFLOW Online (hosted), xMedius fax server (on-premises) and xMedius Online (hosted) in just over a month. Since then, we have added a few additional MFDs and Production systems and have continuous conversations on how we can help improve County operations.

5 Yr Contract Amount: \$3 million



Los Angeles County

210 West Temple St Suite 19-513 CSF,
Los Angeles, CA 90012
Contact: Albert Lew
T: Information Technology Manager / Deputy CIO
LA County Public Defender
P: 323.282.2040

E: alew@pubdef.lacounty.gov

In 2020 we were awarded the RFP for Los Angeles County. Much like Santa Clara and Placer Counties, Los Angeles County had conducted a thorough vendor selection investigation process. There were 35 respondents, yet RMC/UBEO was one of three partners chosen to support the County. We have implemented roughly 1,000 devices with advanced scanning features.

5 Yr Contract Amount: \$1.7 million



Agency: City of Livermore

Address: 1052 S Livermore Ave

Contact: Leslie Young E: lmyoung@cityoflivermore.net P: 925.960.4343

Agency: City of Pleasanton

Address: 123 Main St

Contact: Allen Hammond E: ahammond@cityofpleasantonca.gov P: 925.931.5084

Agency: Contra Costa County EHSD

Address: 300 Ellinwood Pleasant Hill CA 94523

Contact: Rodney Dixon E: rdixon@ehsd.cccounty.us P: 925.655.0704

1.1.2020 – Current

174 MFDs & 1,200 printers on MPS, xMedius

5 Yr Contract Amount: \$20 million

Nevada County

950 Maidu Ave. Nevada City, CA 95959

Kevin Gunning

530.265.7100

Kevin.Gunning@co.nevada.ca.us

August 2010 - Current

70 devices, print management software with eCopy ShareScan Embedded & SharePoint integration.

5 Yr Contract Amount: \$1.2 million



The Superior Court of California, County of Siskiyou

411 Fourth Street

Yreka, CA 96097

Eric Silfies

530.842.8188

eric.silfies@siskiyou.courts.ca.gov



Shasta County

1450 Court St

Redding, CA 96001

Leticia Swanson

530.229.8244

llswanson@co.shasta.ca.us



Education:

Liberty Union High School District
20 Oak St Brentwood CA 94514
Liz Robbins / CBO
925.634.2166 x 2030
1.1.2013 – Current
75 MFDs & 600 Printers on MPS

Lafayette School District
3455 School St Lafayette CA 94549
Diane Deshler / CBO
925.927.3504
12.16.2016 - Current
30 MFDs & 290 Printers on MPS

Shasta Union High School District

2200 Eureka Way Suite B
Redding, CA 96001
Mike Vincelli
530.842.8188
mvincelli@suhsd.net

**Higher Education:****CSU – East Bay**

25800 Carlos Bee Blvd
Hayward, CA 94542
Contact: Dayrll Lewis
Position: Support Services Manager
Email: dayrll.lewis@csueastbay.edu

Scope of Service: Providing support for the campus print fleet: delivery of copier/MFDs & printers, installation, maintenance, supplies, and account management.

of Devices: ~120

Months of Service: Since 2012



UC Davis

1 Shields Ave, Davis, CA 95616

Contact: Christy Pearce

Position: Campus Copier Program Manager

Email: olstad@ucdavis.edu

Scope of Service: Providing support for the Campus Copier Program: delivery of copier/MFDs, installation, maintenance, supplies, and account management.

of Devices: 400+

Months of Service: Since 2009

**CSU – Fresno**

5241 N Maple Ave

Fresno, CA 93740

Contact: Brian Cotham

Position: Dir. Of Procurement and Support Services

Email: Bcotham@csufresno.edu

Scope of Service: Providing support for the campus print fleet: delivery of copier/MFDs & printers, installation, maintenance, supplies, account management, user management, secure print, advanced scanning and fax server.

of Devices: ~250

Months of Service: Since 2011



State / Production:

Senate Reprographics – State of California

1020 N St

Sacramento CA 95814

Contact: Vickie Ramos

Position: Graphic Designer

Email: victoria.ramos@sen.ca.gov

Service of Scope: Service and support for BW & CLR production systems, wide format and specialty printing devices.

Estimated Contract Size and Value: 8 devices (\$1 Million)

Customer Tenure: Since 2011 (5-10 year terms)

**Commercial:****Gilead Sciences, Inc.**

333 Lakeside Dr

Foster City, CA 94404

Contact: Kristin Crowley



Position: Director, Global IT Support Services

Email: kristin.crowley@gilead.com

Service of Scope: Global support. Print management (user authentication, secure “follow you”, scanning, & fax server integration), lease & service of MFPs & SFPs, MPS+ onsite delivery team.

Account Size: ~200 devices doing ~1.7 million impressions annually

Months of Service: Since 2017

5 Yr Contract Amount: \$4.5 million

Kite Pharma

2400 Broadway

Santa Monica CA 90404

Contact: Lou Giraldo

Position: Associate Director

Email: lou.giraldo@gilead.com

Service of Scope: Print management (user authentication, secure/pull print, scanning, & fax server integration), lease & service of MFPs & SFPs, & MPS.

Account Size: ~80 devices doing ~2.4 million impressions annually

Months of Service: Since 2019



Tesla Inc.

3500 Deer Creek Rd

Palo Alto CA 94304

Contact: Jennifer Sharp

Position: Senior Manager IT Operations

Email: jsharp@tesla.com

Service of Scope: Global support. Print management (user authentication, secure “follow you”, scanning, fax server integration), PrinterLogic, lease & service of MFPs & SFPs.

Account Size: ~1,000 devices doing ~25 million impressions annually

Months of Service: Since 2013



Stryker

1901 Romence Road Parkway

Portage, MI 49002

Contact: David Salas

Position: Site Services Specialist

Email: david.salas@stryker.com

Service of Scope: Service of MFPs & SFPs, staffing services – copy and mail room services.

Estimated Contract Size and Value: 25 devices (\$2 Million)

Customer Tenure: Since 2019 (5-year terms)



Health Care:

Enloe Medical Center

1531 Esplanade

Chico CA 95926

Contact: Kevin Miller

Position: Desktop Support Supervisor

Email: kevin.miller@enloe.org

Service of Scope: EPIC integration, print management (user authentication, secure “follow you”, scanning, & fax server integration), lease & service of MFPs & SFPs, MPS+ onsite delivery team.

Account Size: ~1,000 devices doing ~26 million impressions annually

Months of Service: Since 2010



Santa Clara County Valley Health & Hospital

751 S. Bascom Ave

San Jose CA 95128

Contact: Mike White

Position: IT Project Manager

Email: mike.white@hhs.sccgov.org

Service of Scope: EPIC integration, print management (user authentication, secure/pull print, scanning, & fax server integration), lease & service of MFPs & SFPs, & MPS.

Account Size: ~700 devices doing ~34 million impressions annually

Months of Service: Since 2016



United Health Centers

3875 W Beechwood Ave

Fresno CA 93722

Contact: Kevin Love

Position: Facilities Manager

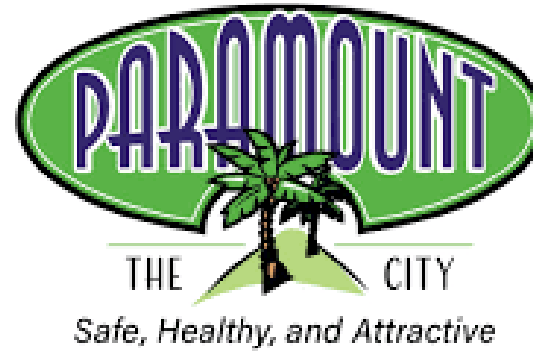
Email: lovek@unitedhealthcenters.org

Service of Scope: EPIC integration, print management (user authentication, secure/pull print, scanning, & fax server integration), lease & service of MFPs & SFPs, & MPS.

Account Size: ~250 devices doing



ATTACHMENT B



**Focused On The Success Of Our
Client Partners**





Focused On The Success Of Our Clients

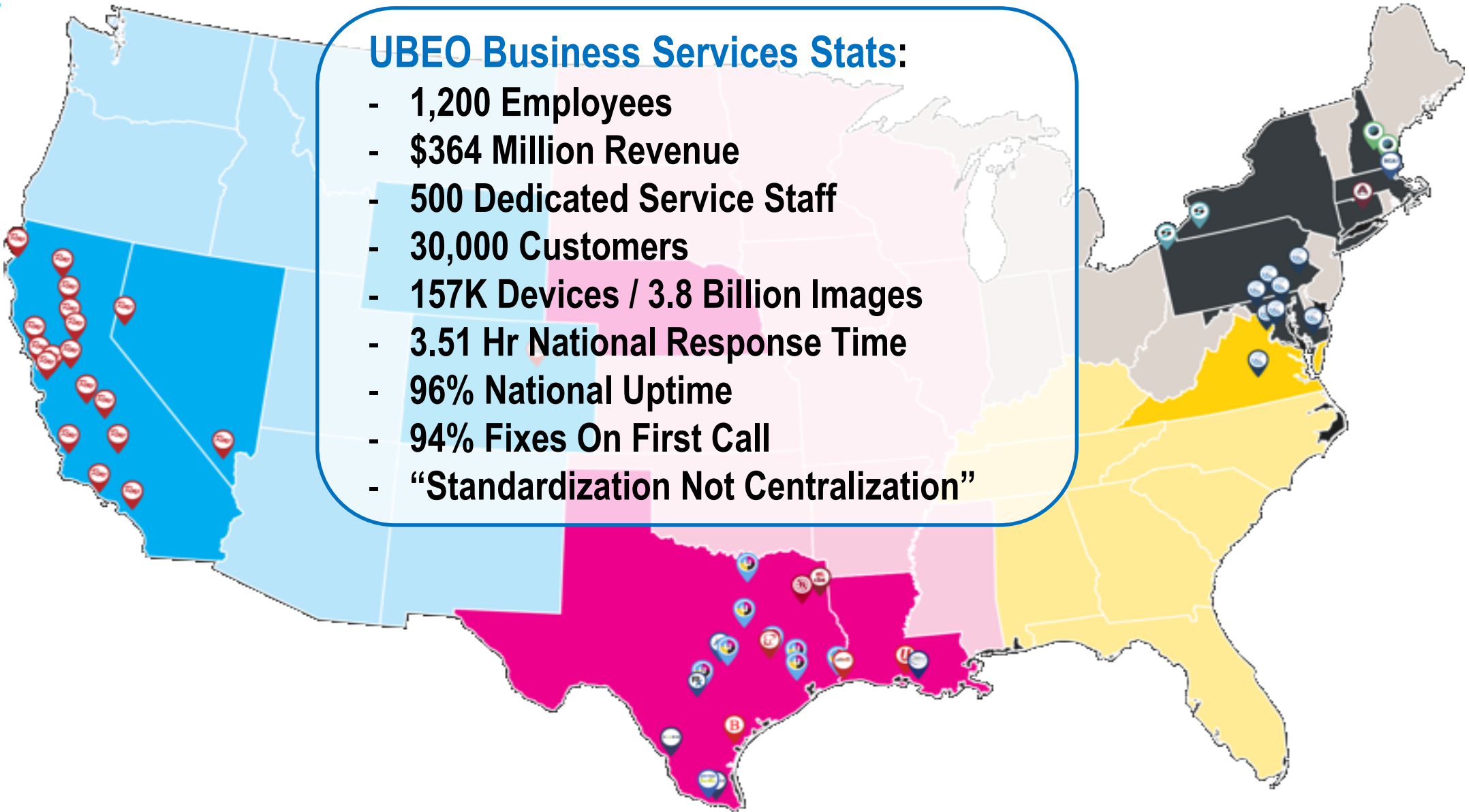
- 📍 Our History
- 📍 Approach To Helping Clients
- 📍 Client Support Methodology



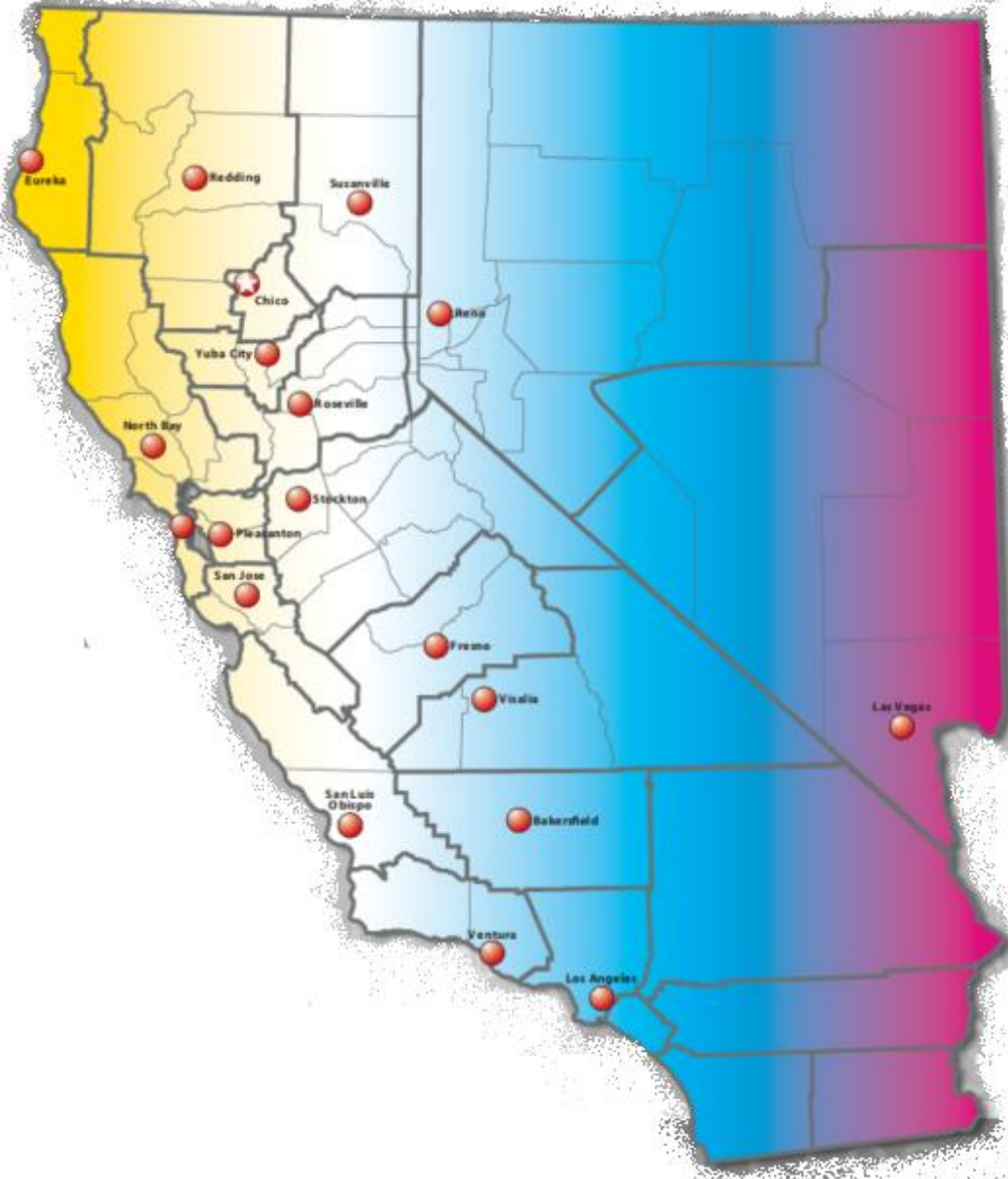
Future Growth & Financial Stability

UBEO Business Services Stats:

- 1,200 Employees
- \$364 Million Revenue
- 500 Dedicated Service Staff
- 30,000 Customers
- 157K Devices / 3.8 Billion Images
- 3.51 Hr National Response Time
- 96% National Uptime
- 94% Fixes On First Call
- "Standardization Not Centralization"



Growth & Financial Stability



UBEO West

- 400 Employees
- \$125 Million Revenue
- 150 Dedicated Service Staff

Benefits

- Local Decision Making
- Deep Resources
- Long History Of Success





UBEO CA Local Government Experience

Los Angeles County
Alpine County
Alturas City
Amador County
Anderson City
Angels Camp
Antioch City
Arcata City
Atwater City
Butte County
Calaveras County
Calistoga City
Campbell Police (City)
Ceres City
Chester County
Chico City
Coastside County
Colusa County
Contra Costa County
Crescent City
Del Norte County
Dinuba City
El Dorado County
Elk Grove City
Firebaugh City

Folsom City
Fortuna City
Fresno City
Fresno County
Glenn County
Grass Valley City
Gustine City
Huron City
Jackson City
Kern County
Lafayette City
Lassen County
Linda County
Livermore City
Livingston City
Lodi City
Madera County
Mill Valley City
Modesto City
Modoc County
Montague City
Morgan Hill City
Morro Bay
Napa County
Nevada City

Nevada County
Oakdale City
Oroville City
Paso Robles City
Patterson City
Pittsburg City
Placer County
Pleasanton City
Plumas County
Porterville City
Rancho Cordova City
Redwood City
Riverbank City
Sacramento County
San Joaquin County
San Juan Bautista City
San Leandro City
San Luis obispo City
San Rafael City
Santa Barbara City
Santa Clara County
Santa Maria City
Selma City
Shasta County
Sierra County

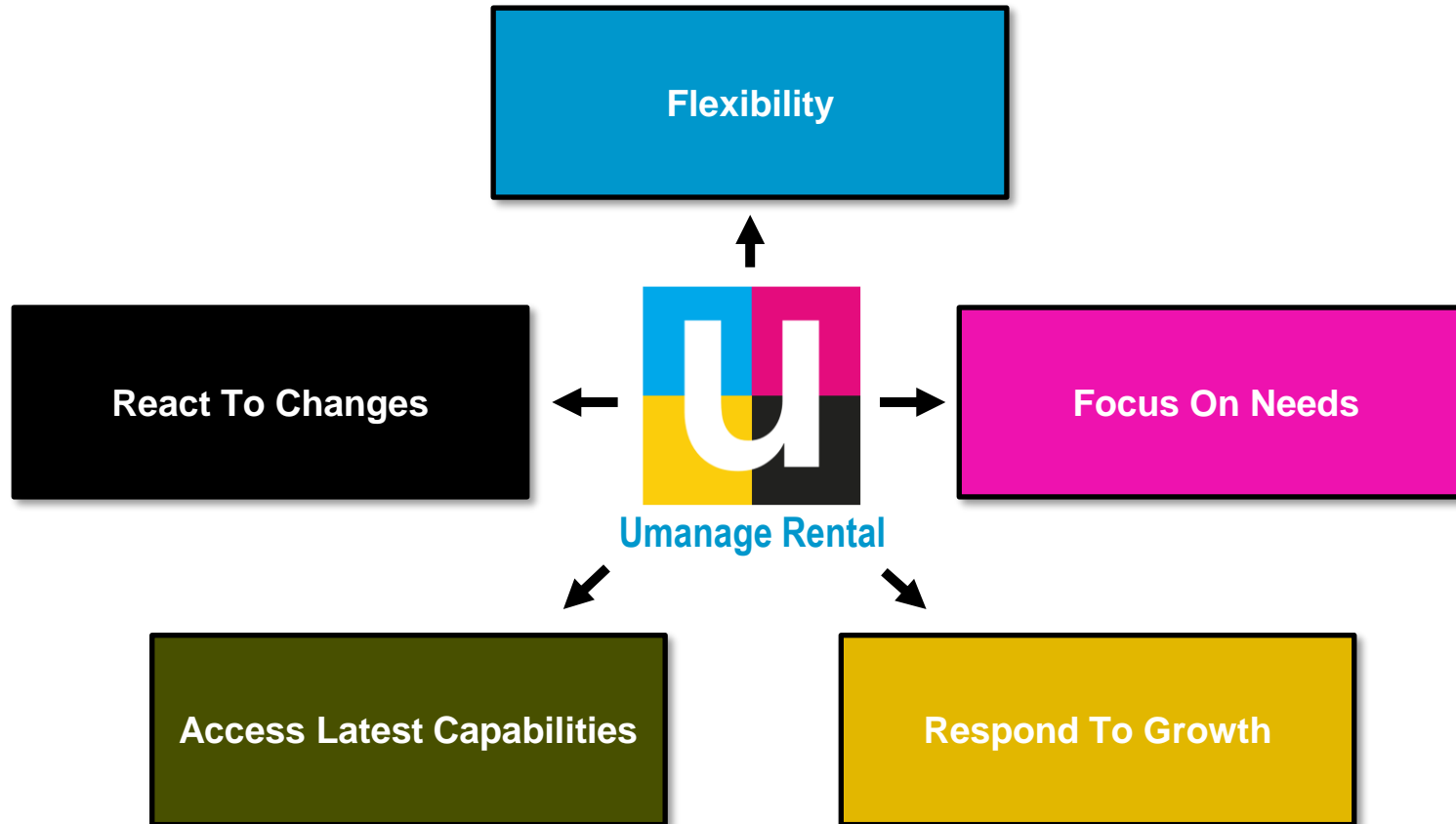
Siskiyou County
San Luis Obispo County
Solano County
Solvang City
South Lake Tahoe
Stanislaus County
Stockton City
Susanville City
Taft City
Tehachapi City
Tehama County
Trinity County
Truckee
Tulare City
Tulare County
Turlock City
Vallejo City
Weed City
Wheatland City
Willows City
Woodlake City
Yolo County
Yreka City





Umanage Rental

The Best Alternative To The Traditional Equipment Lease



The uManaged contract let's us focus on the relationship rather than a serial number transaction





Proposed Hardware

Supplier Relationship

- 5th in the nation to be authorized (1979)
- Over 40 years Sales & Service Experience
- Largest dealer in the West Coast
- Member Of Canon Dealer Counsel

Important Statistics

- Scan up to 270 images per minute
- 200 Sheet Feeder Capacity
- Warm up time: Sleep-mode 6 sec / 10 sec.
- Heat sensor wake-up
- Sleep Mode 0.8 watts
- EnergySTAR
- EPEAT Gold Certified

Universal Design

- Section 508
- Ease of Use
- Universal Firmware Platform
- "Always Current Technology"

ImageWare Remote



Canon Inc.
BLI 2022 A3 Line of the Year



BLI 2022 A3 Line of the Year Award

From Keypoint Intelligence

5-TIME WINNER

Award-Winning Hardware

EXEMPLARY RELIABILITY

0 MISFEEDS

in over

**1 MILLION
IMPRESSIONS**

across

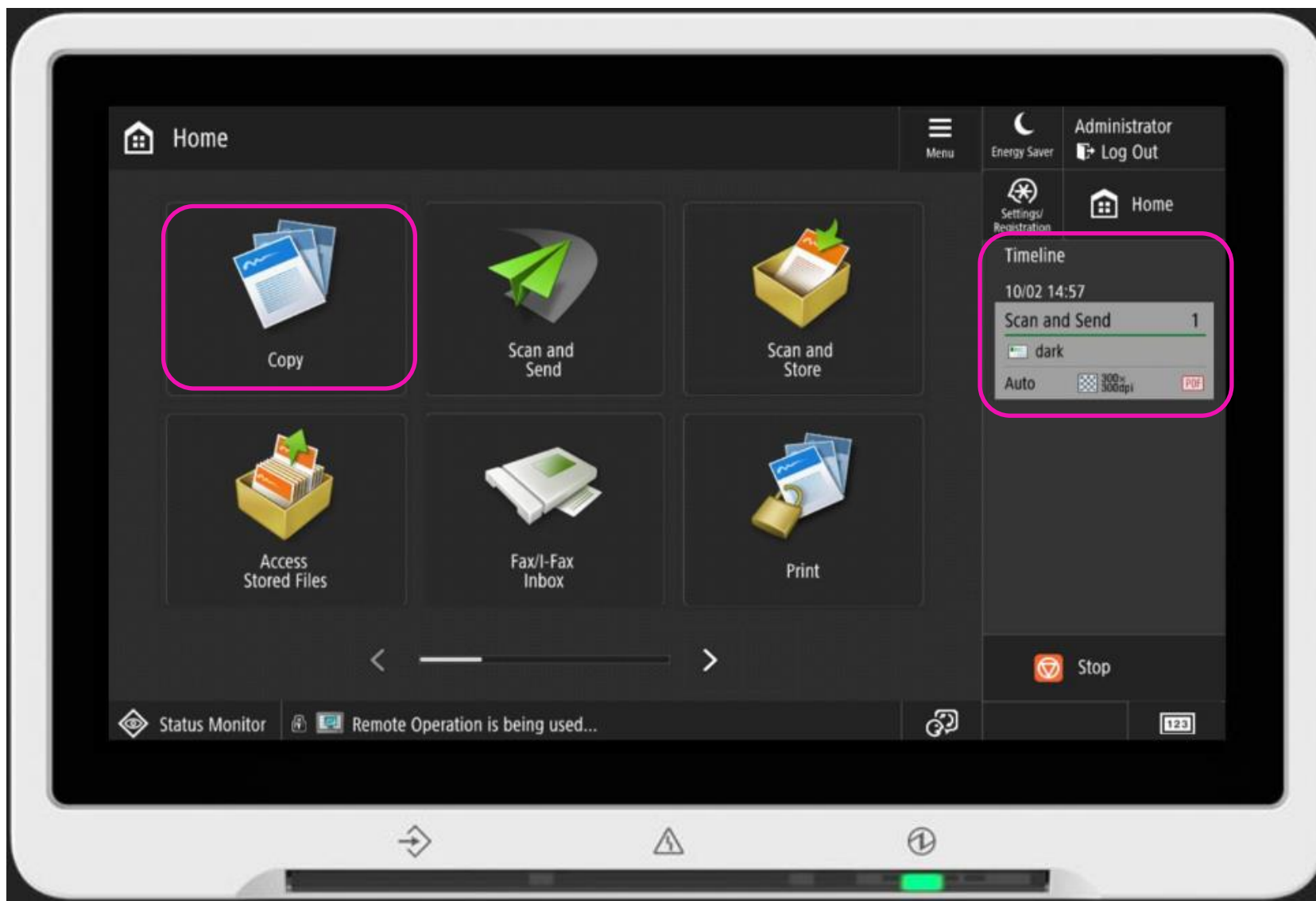
6 MODELS

tested in 2021

Canon

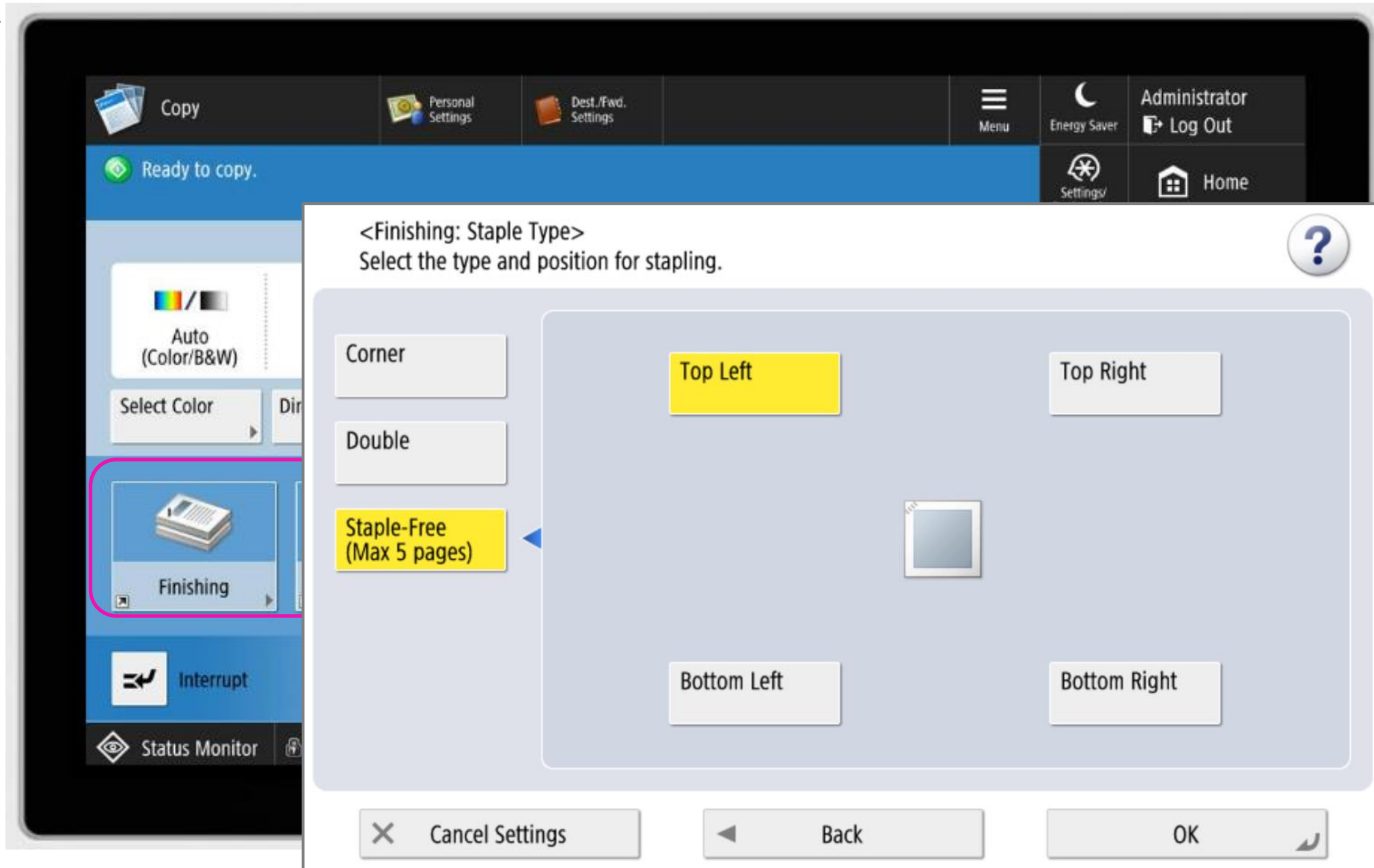


Proposed Hardware: User Interface



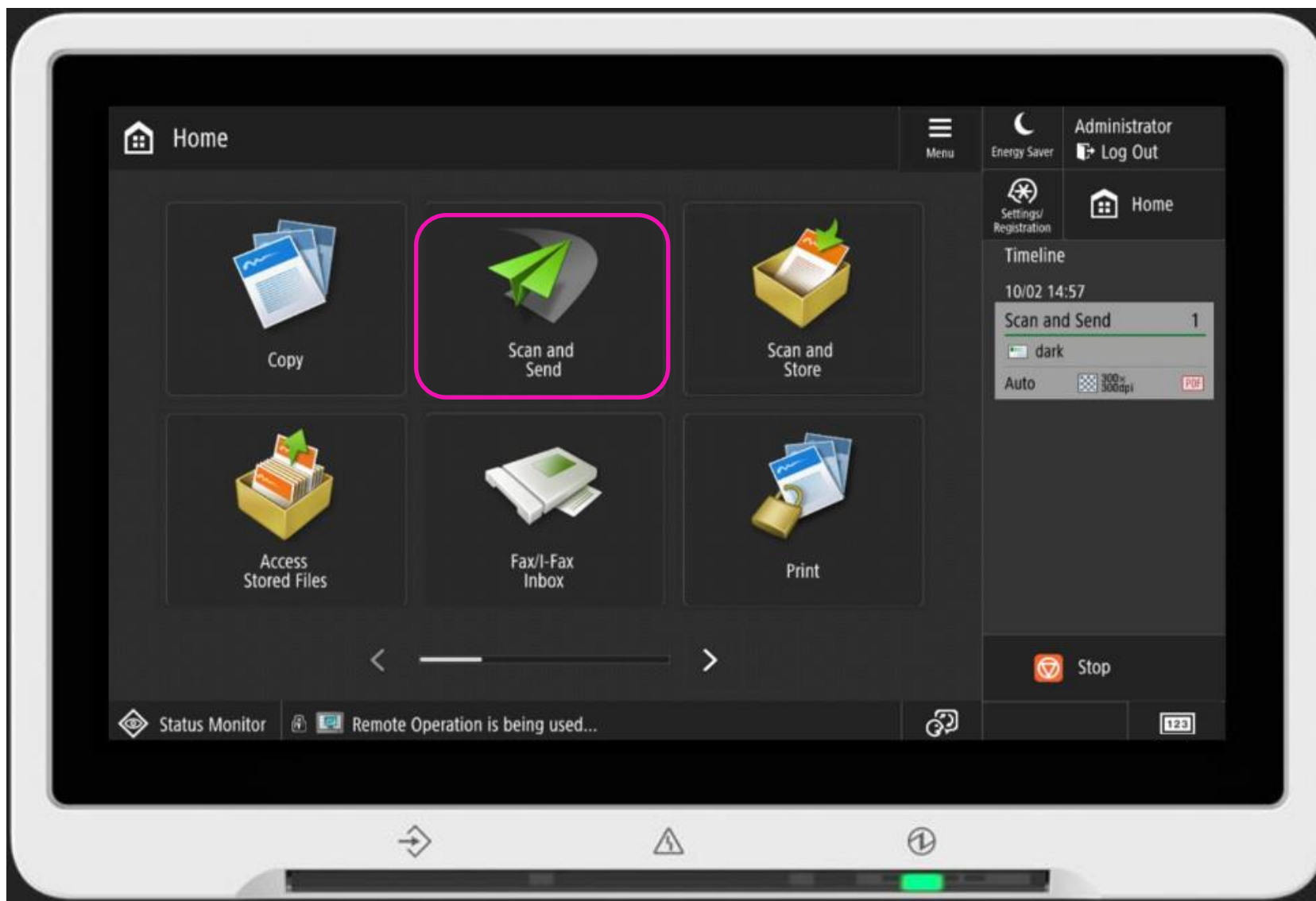
Canon

Proposed Hardware: User Interface





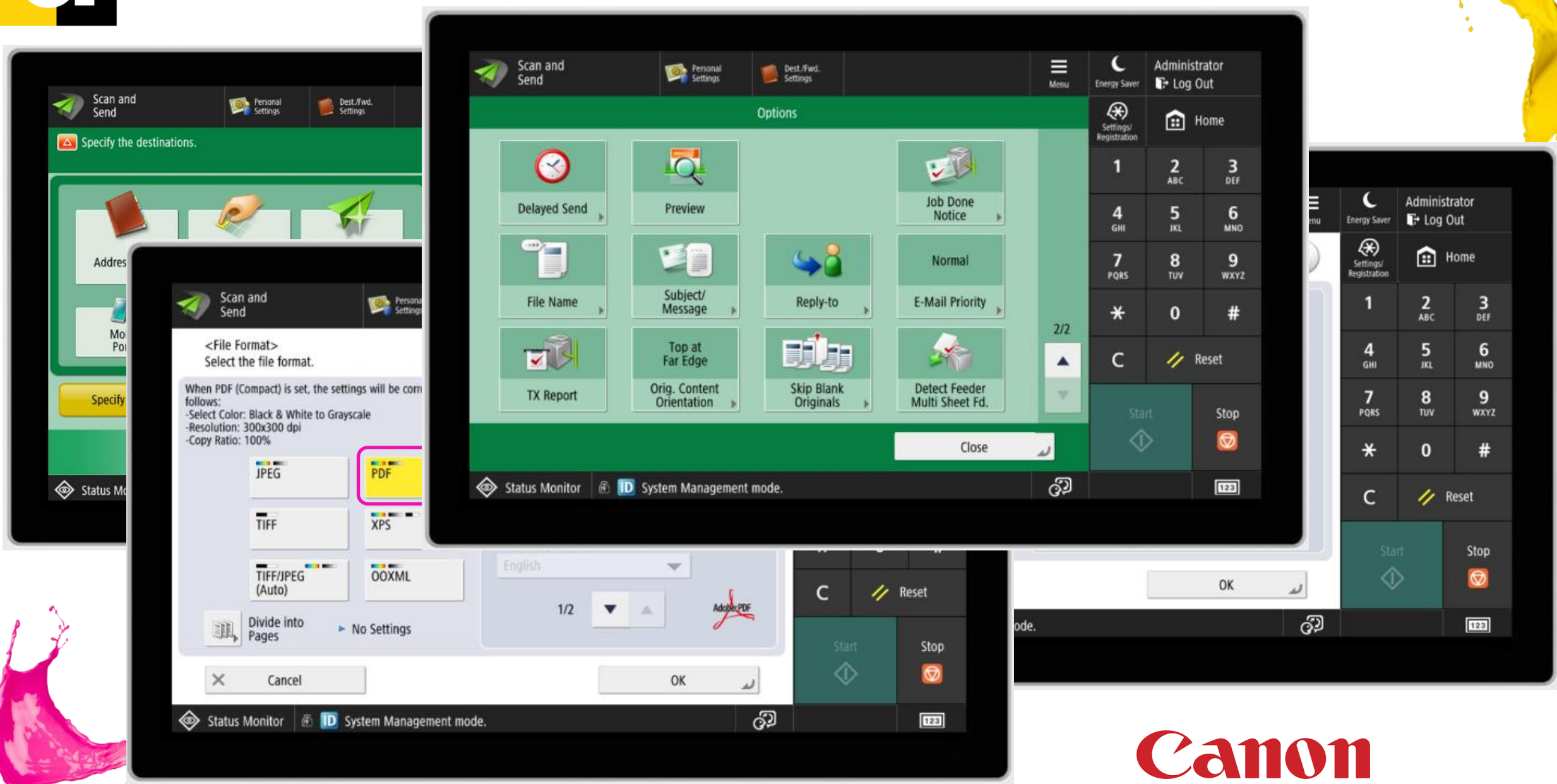
Proposed Hardware: User Interface



Canon



Proposed Hardware: User Interface





UBEO ProIT Team

ProIT

Experienced
Credentialed

Phil Bennett
Jeremy Francis
Erick Miller
VP Technology Services
Nathan Gamble

MFP Solutions Pre-Sales Doc Management Pre-Sales

Paul Bruun
Solutions HD Manager

Caleb Hansen
IT Operations Manager

Shane Peterson
Sr Engineer + Project Manager

Jonathan Randall
Solutions Engineering Manager

ProIT Dispatch Coordinator
Peter Longstreet
Project Coordinator
Trevor Smith
Arthur Tucker
IT Admin

Sean Friebele
Brian Gokey
TBD
Brandon DeCamp
Kyle MacKenzie

Tim Judish
Brandon Shelton
Nick Diadiw

MFP Solutions Technicians

Sam Clinton
Karl Easterwood
Damon Heitzmann
TBD
Tim Mercado
Randy De Vita

MFP Solutions Engineers

Dallas Jansen
Project Manager
Kaffy Salami
Project Manager
Kelly Lacey
Software Renewals Admin
Anne Boswell
Project Coordinator

Support

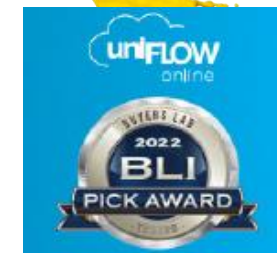
Eric Brewer
Engineer
Jimm Runshaw
Engineer
Kyle Chinn
Engineer
Leslie Stark
Technician
Erik Yeley
Technician
Thomas Blight
Engineer

Document Management





Print Management Software For The Fleet



Relationship

- 14 years (Since launched in U.S.)
- Most implementations in the U.S.
- Vice President, Technology on NT-Ware Board

Award-Winning Software

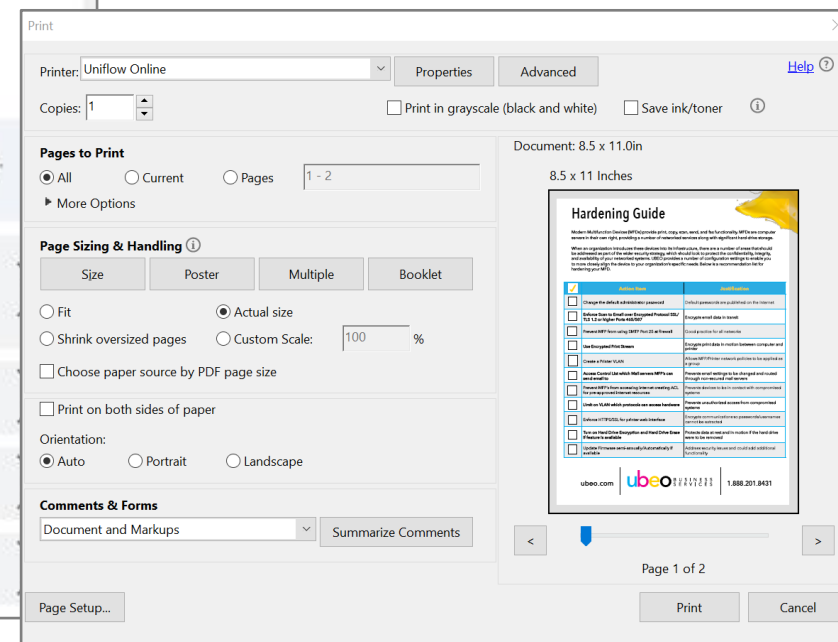
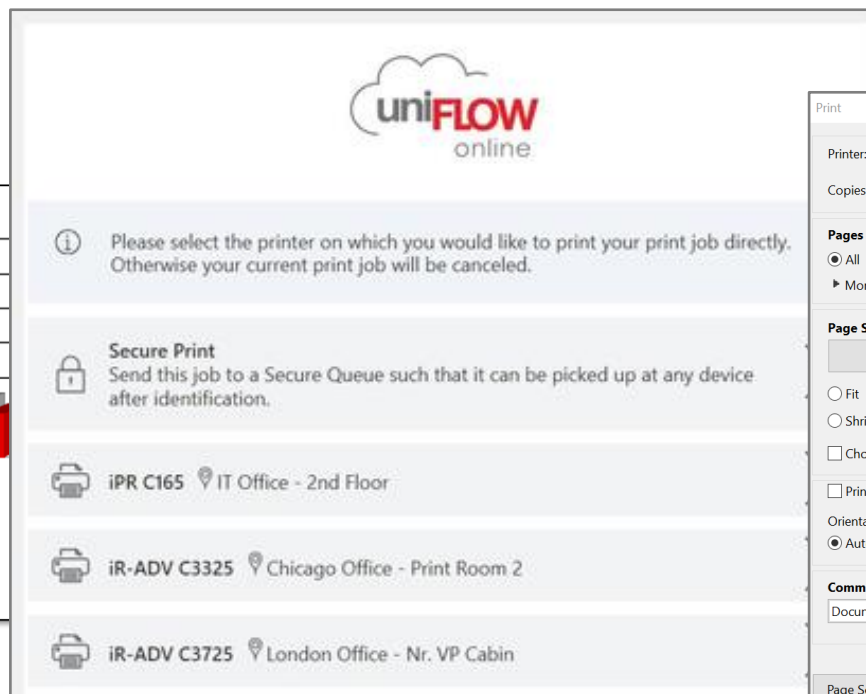
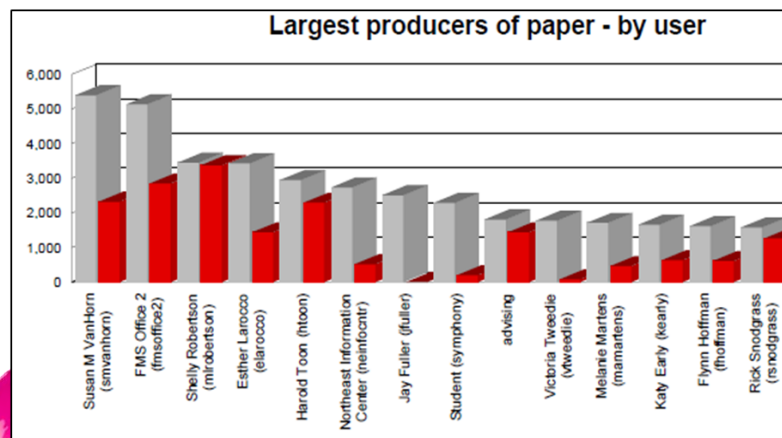
- BLI Pick 4 Years in a Row
(Outstanding Cloud Output Management Solution)
- Hybrid Work Support
- Output Features
- Capture Features
- Cloud Service Integration

Features

- Prox Card Authentication
- User Management – AD/Azure
- Printing / Universal Print Driver
- Follow-Me Printing / Remote
- Location Awareness
- Tracking & Reports
- Mobile Printing

Security

- User Authentication
- Encrypted Connections (no VPN)
- Zero Trust Network Support
- Microsoft Azure Datacenter Security
- Token Based Authentication for Cloud Service Integration





Fax as a Service

Challenges with Analog Faxing

- Requires a fax machine or fax board in every MFD faxing is required
- Requires analog fax lines
- Fixed location, users must walk to the physical device to fax
- Busy signals, one fax at a time
- Security risks (HIPPA, PHI, Student Records, HR, etc.)


Current Estimated Expense - Fax Line Charges Only			
# OF FAX LINES	×	FAX LINE COST	TOTAL MONTHLY CHARGES
50		\$50.00	\$2,500.00
xMedius Cloud Expenses (Estimated Based on Usage)			
MONTHLY PAGES	×	COST PER PAGE	MONTHLY USAGE COSTS
2000		\$0.075	\$150.00
# OF FAX NUMBERS	×	COST PER NUMBER	MONTHLY NUMBER TOTAL
50		\$10.00	\$500.00
CURRENT SPEND	-	XMEDIUS SPEND	SAVINGS OVER 60 MONTHS
\$150,000.00		\$43,850.00	\$106,150.00

xMedius Fax Server Benefits

- Does not require a fax machine or board
- Allow you cancel your analog lines
- Fax from any MFD
- Securely fax from your email & mobile device
- Dynamic cover sheets
- Confirmation pages emailed
- Unlimited users (can be synced with AD)
- Route inbound faxes to MFD, Email, Folder, Cloud Folder
- Secure and Confidential



1. Set Expectations / Roles / Responsibilities
2. Develop a Task-based Punch List to:
3. Deliver a Test Unit to IT Dept
4. Install & Configure Print Management Software
5. Integrate with AD
6. Create Device "Image"
7. Units Built In Warehouse / "Image Uploaded"
8. Push Out Driver Methodology
9. Develop Logistics Calendar
10. Coordinate Device Return Strategy

	<h1>Milestone Checklist</h1>	Target Date	Completion Date
Milestone One: Complete Implementation Planner			
<ul style="list-style-type: none"> Define Roles & Responsibility Network Configuration & Setup Expectations Develop Delivery Logistics Install Server-based Applications New Systems Configured at RMC Warehouse 			
Milestone Two: Deployment, Setup and Training			
<ul style="list-style-type: none"> Print Drivers pushed Out 			
<ul style="list-style-type: none"> Hardware Installed 			
<ul style="list-style-type: none"> Complete Printing, Scanning & Application Integration 			
<ul style="list-style-type: none"> Initial End-user & Key Operator Training Completed 			
Milestone Three: Post Installation Recap Meeting			
<ul style="list-style-type: none"> Review Implementation 			
<ul style="list-style-type: none"> Discuss Follow Up Training Topics & Calendar <ul style="list-style-type: none"> System Usage Supply Fulfillment process Service Call Process 			
<ul style="list-style-type: none"> Port Of Oakland Feedback 			
<ul style="list-style-type: none"> Define Any Next Steps 			
Milestone Four: Quarterly Accounty Reviews			
<ul style="list-style-type: none"> Review Device Usage 			
<ul style="list-style-type: none"> Service Metrics By Device 			
<ul style="list-style-type: none"> Outline High Printer Usage Locations <ul style="list-style-type: none"> Discuss Migration Of Prints 			
<ul style="list-style-type: none"> Department Feedback On Support 			
<ul style="list-style-type: none"> Additional Training Requirements 			



Implementation Process

Master Spreadsheet Shared Drive Collaboration



A	B	C	D	E	K	L	M	O	P	T	V	W
Record #	ProIT Tech	Deliv. Days	Trainer	Location	New Model	New Serial#	New RMC ID#	Old Make	Old Serial#	IP Address	Queue Name/DNS Name (Site-Location)	Print Server Name
72	Complete	11/28/2017	Caesarine	Andrew Hill High School	6565i	SMJ04328	B416844	none	n/a	10.52.15.3	AH-WorkRm	UNIFLOWQ
73	Complete	11/28/2017	Caesarine	Andrew Hill High School	8585i	SWN02767	B416815	PRO8110S	E813C760064	10.25.15.5	AH-Cafeteria	UNIFLOWQ
74	Complete	11/28/2017	Caesarine	Andrew Hill High School	C7565i	WFN04185	B416810	MP7502SP	W872LA00101	10.25.15.4	AH-Counseling	UNIFLOWQ
55	Complete	11/28/2017	Rick / Clarissa	Apollo High School	C5540i	WXE12819	B416765	MP3352SP	W433L700787	10.40.15.9	AP-Office-CLR	UNIFLOWQ
56	Complete	11/28/2017	Rick / Clarissa	Apollo High School	4551i	UMW04152	B416771	MP5002SP	W533L900360	10.40.15.6	AP-Office	UNIFLOWQ
28	Complete	11/29/2017	Rick / Clarissa	Calero Alt HS	C7565i	WFN03958	B416843	MP5002SP	W533L800944	10.15.15.3	CH-FrontOffice	UNIFLOWQ
29	Complete	11/29/2017	Rick / Clarissa	Calero Alt HS	6565i	SMJ04490	B416833	PRO8110S	E813C760060	10.15.15.6	CH-CopyRm	UNIFLOWQ
104	Complete	11/27/2017	Ryan/ Peter	District Office	C7565i	WFN03944	B416806	C5100S	E253C700321	10.52.15.32	EC-Supt	UNIFLOWQ
105	Complete	11/27/2017	Ryan/ Peter	District Office	4551i	UMW04630	B416775	MP5002SP	W533L800904	10.52.40.35	EC-IT	UNIFLOWQ
106	Complete	11/27/2017	Ryan/ Peter	District Office	4551i	UMW04631	B416753	MP5002SP	W533LA00755	10.52.15.17	EC-StudSvcs	UNIFLOWQ
107	Complete	11/27/2017	Ryan/ Peter	District Office	4551i	UMW04617	B416776	MP5002SP	W533L800905	10.52.15.8	EC-Transport	UNIFLOWQ
108	Complete	11/27/2017	Ryan/ Peter	District Office	4551i	UMW04089	B416752	MP5002SP	W533L800834	10.52.15.11	EC-Nutrition	UNIFLOWQ
109	Complete	11/27/2017	Ryan/ Peter	District Office	4551i	UMW04135	B416755	MP7502SP	W873L700254	10.52.15.2	EC-HR	UNIFLOWQ
110	Complete	11/27/2017	Ryan/ Peter	District Office	4551i	UMW04222	B416757	MP7502SP	W873L600276	10.52.15.6	EC-InstrctSvcs	UNIFLOWQ
111	Complete	11/27/2017	Ryan/ Peter	District Office	4551i	UMW04149	B416762	MP7502SP	W873700314	10.52.15.7	EC-SpecialEd	UNIFLOWQ
112	Complete	11/27/2017	Ryan/ Peter	District Office	4551i	UMW04637	B416751	MP7502SP	W873L600291	10.52.15.13	EC-InstrctSvcs2	UNIFLOWQ
113	Complete	11/27/2017	Ryan/ Peter	District Office	C5560i	XLA01321	B416772	MPC5503	E183M711463	10.52.15.12	EC-CBO	UNIFLOWQ
114	Complete	11/27/2017	Ryan/ Peter	District Office	C5540i	XLJ00574	B416766	MPC5503	E183M711011	10.52.15.9	EC-InstrctSvcs3	UNIFLOWQ
115	Complete	11/27/2017	Ryan/ Peter	District Office	C5540i	XLJ00735	B416769	MPC5503	E183MB60509	10.52.15.10	EC-Facilities	UNIFLOWQ
116	Complete	11/27/2017	Ryan/ Peter	District Office	C7565i	WFN03963	B416808	MPC5503	E183M711011	10.52.15.5	EC-Purchasing	UNIFLOWQ
117	Complete	11/27/2017	Ryan/ Peter	District Office	C7565i	WFN03966	B416805	MPC5503		10.52.15.14	EC-InstrctSvcs4	UNIFLOWQ
118	Complete	11/27/2017	Ryan/ Peter	District Office	C5540i	XLJ00630	B416764	MPC5503	E183MA10669	10.52.15.20	EC-SGI	UNIFLOWQ
119	Complete	11/27/2017	Ryan/ Peter	District Office	C5540i	XLJ00578	B416767	MPC5503	E183M710872	10.52.15.15	EC-StudSvcs-CLR	UNIFLOWQ
75	Complete	11/28/2017	Peter	Evergreen Valley High Sch	500if	QLL10359	B416738	MP3352SP	W433L700811	10.75.15.10	EV-ASB	UNIFLOWQ
76	Complete	11/28/2017	Peter	Evergreen Valley High Sch	500if	QLL10285	B416735	MP3352SP	W433L700754	10.75.15.8	EV-Cafeteria	UNIFLOWQ
77	Complete	11/28/2017	Peter	Evergreen Valley High Sch	500if	QLL10355	B416744	MP3352SP	W433L900339	10.75.15.3	EV-PE	UNIFLOWQ
78	Completed	11/28/2017	Peter	Evergreen Valley High Sch	4551i	UMW04122	B416782	MP5002SP	W533L900299	10.75.15.17	EV-Theatre	UNIFLOWQ
79	Complete	11/28/2017	Peter	Evergreen Valley High Sch	500if	QLL10347	B416730	MP5002SP	W533L900089	10.75.15.18	EV-Attendance	UNIFLOWQ
80	Complete	11/28/2017	Peter	Evergreen Valley High Sch	6565i	SMJ04384	B416822	MP7502SP	W873L600290	10.75.15.11	EV-SocialScience	UNIFLOWQ
81	Complete	11/28/2017	Peter	Evergreen Valley High Sch	500if	QLL10102	B416732	MP7502SP	W873L700409	10.75.15.9	EV-Counseling	UNIFLOWQ





Delivery Day Coordination

1. Webinar end user training completed days earlier
2. Location contacts notified of date and time
3. Walkthrough has been completed identifying unit movement routes
- 4. Delivery day**
5. Old units:
 1. print out final meter and config sheet (3 sets)
 2. wrap unit & stage for pick up
6. Plug in new unit establish network connection remote in to finalize configuration & notify trainers
7. Training is conducted with users and key operators
8. Training and contact information posted at unit
9. Additional training scheduled (If needed)
10. Daily or Weekly recap meetings (any open actions, loose ends)

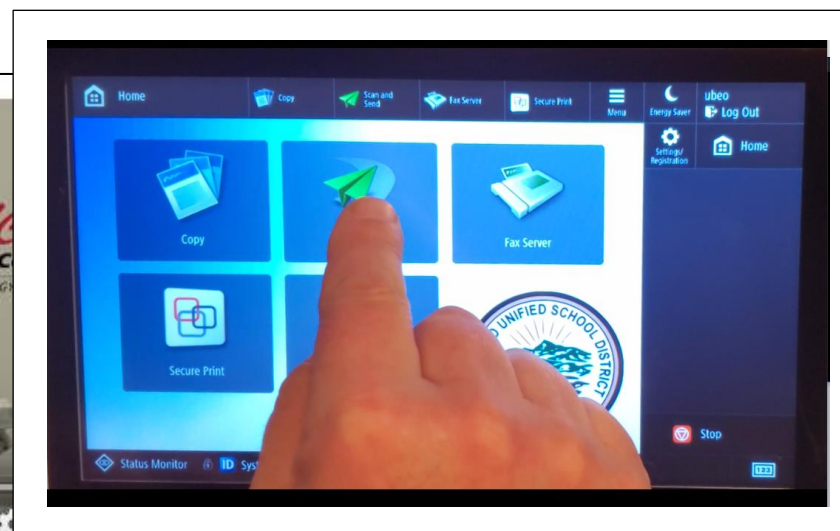
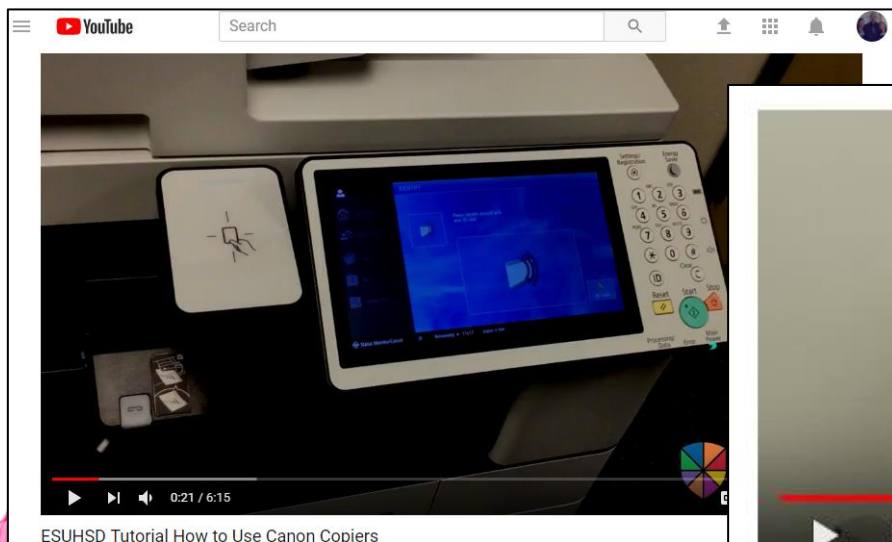
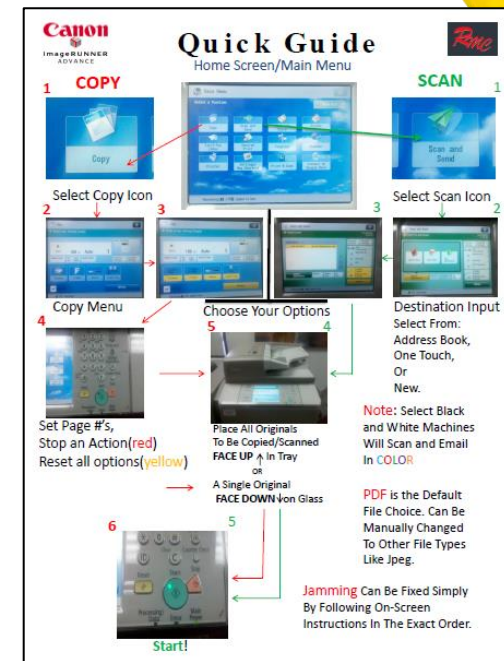




UBEO Training Methodology

Customize Trainings to Best Fit Our Clients

- 1 on 1, Small Groups, Classroom & Webinar
- “How To” Guides Posted
- Intranet Materials Available
- End User, Power User & Key Operator Levels
- Customized On-Line Training Videos



UBEO Training Methodology Customized Learning Tools

Mount Diablo USD – CANON Copier Menu Guide

Registering Your Badge:

Before you can use a badge, you'll need to register it to your PIN.

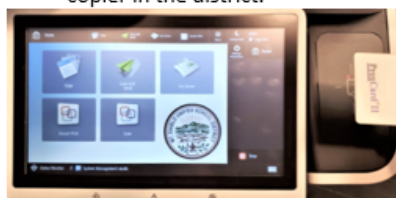
1. Tap your badge on the reader of your copier (to the right of the screen).



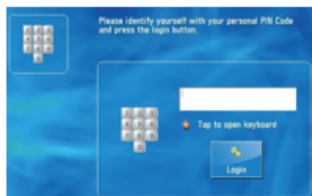
2. The copier will ask you to register your card.
3. Type in your PIN number and tap Login.



4. Your badge is now associated with your PIN and can be used at any copier in the district.



Login: All functions will require you to login to the device. Swipe your badge to login

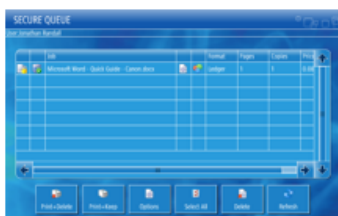


Secure Print:

- To send a print job to Secure Print, simply print from any application on your computer and select the "MDUSD Secure Print" printer from your list of printers.

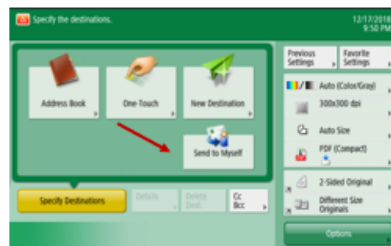


- Pressing the **Secure Print** icon on the home screen of the copier will bring you to the Secure Print Queue screen.
- Your jobs will show in the below queue and you can **print and keep** or **print and delete** the job.

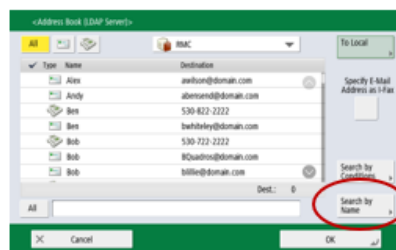


Scan to Email: Select the **Scan and Send** icon

- Select the **Send to Myself** icon to scan to your email in seconds!



- Select the **Options** button located at the bottom right hand corner for additional scanning features, such as File Name, Subject, etc.
- Selecting **Address Book** will take you into the LDAP directory (your entire email directory).
 - o Select either the **All** button to show all of the directory, or you can search for a specific person.



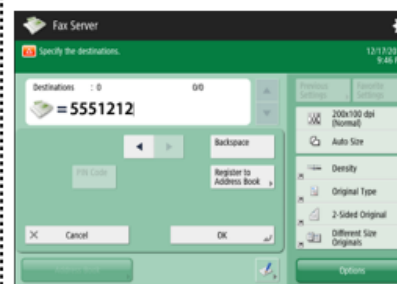
Scan to Google Drive:

- Pressing the **Scan** icon on the home screen of the copier will bring you to the Scan to Google Drive screen.



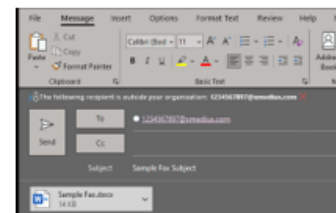
Faxing: Select the **Fax Server** icon to enter into the fax settings

- Enter the fax number you want to send to (no leading 1 or 9 necessary)



Faxing from your computer

- In the **To** section of an email, type in the fax# and append with @fax domain
 - o Example: 5597094096@XMedius.com
- This will allow you to fax directly from your email without ever having to walk to the copier. You can insert a subject, text body, and attach documents you wish to fax.
- You will receive a confirmation notice via email, so you are sure the fax went through.



Spanish Version

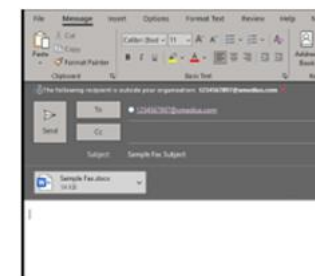


Faxing: Seleccione el icono del servidor de fax para acceder a la configuración de fax- Ingrese el número de fax al que desea enviar (no es necesario 1 o 9 inicial)



Faxing from your computer

- o En sección **To** de un correo electrónico, escriba el número de fax y agregue el dominio @fax Ejemplo: 5597094096@XMedius.com
- Esto le permitirá enviar faxes directamente desde su correo electrónico sin tener que caminar hasta la fotocopiadora. Puede insertar un asunto, cuerpo de texto y adjuntar documentos que desee enviar por fax.
- Recibirá un aviso de confirmación por correo electrónico, para que esté seguro de que el fax se envió.





Hardware Support

How Supplies Are Provided

- Automated Toner Replenishment
- Drop shipped parts and technician installation

How Meter Reads Are Tracked

- Remote Capture – no user intervention

UDCA

- Networked devices of all makes & locally connected HP devices
- Firmware Security Assessment / Identify Potential Threats – Known Security Bulletins
- SDS Plug-In for Firmware Management

How Service Is Dispatched

- Error Codes Sent To UBEO Dispatch
- Phone (866) 754-7677
- Email servicewest@ubeo.com
- Fax (530) 343-9470
- Client Web Portal <http://www.ubeo.com/remote-technical-support/>



Call Us To Dispatch a Tech

One Month Call Stats



Dedicated CSRs (Chico, CA)

No Phone Tree / No Off-Shore Staff

CSRName	Total Serv Calls
CSR - Adam Reyes	156
CSR - Alison Armstrong	503
CSR - Alyson Feldmeir	517
CSR - Cindy Orndorff	355
CSR - Emily Rath	373
CSR - Harlan Hans	61
CSR - Jamie Chesney	476
CSR - Jennifer Christensen	97
CSR - Jennifer Putnam	87
CSR - Kelly Lacey	698
CSR - Kellye Shea	589
CSR - Lori Guthrie	150
CSR - Madelyn Hansen	508
CSR - Sue Treuel	350
Einfo	1,033
RT	1,490
Total	7,443

Service Calls for 60,000 Devices

CSR		
Logged In Agents	Average Talk	Longest Talk
1	0:02:07	0:12:25
Available Agents	Average Wait	Longest Wait
1	0:00:09	0:01:26
Talking Agents	Oldest Call in Queue	Calls Handled
0	0:00:00	466
Calls in Queue		Calls Abandoned
0		13

Web

Techs in the field entering a call



Customer Web Portal

- 24/7 Secure Access To Account Details
- Can Be segmented By dept / location
- Secure access
- Realtime data updates
- Access Meter, Service & Supply order history

ubeo
BUSINESS
SERVICES

We Help With... Products Customer Portal About Us Contact

800-640-6065 f t y in

Email Login Sign Up Here

Rmc | ubeo
Ray Morgan Company BUSINESS
SERVICES
Customer Portal Login

Is your office starting to look a little cluttered?

Find out how Electronic Document Management through UBEO can help your business stay organized and clutter-free.

LEARN MORE ►

Email

Password

Log In Forgot password?





Customer Web Portal

24/7 Secure Access To Account Details

Client Dashboard





[Home](#)

[About Us](#)

[Meter Reading](#)

[Service Call](#)

[Order Supplies](#)

[Equipment Items](#)




[Toner Recycling](#)






[User Training](#)


[Email Us](#)


[Switch Location](#)


[Logout](#)


 800-640-6065  portalsupport@ubeo.com


     John Prospersi Options


 Dashboard


 Meter Reading

 Service Call

 Order Supplies

 Equipment


 User Training




High-speed scanning solutions to compliment your fast office workflow.

- Eliminating back-log at office copier.
- Reducing processing time for large scan-based processes.
- Reduce paper storage footprint.

[LEARN MORE ►](#)

CURRENT SUPPLY ORDERS 

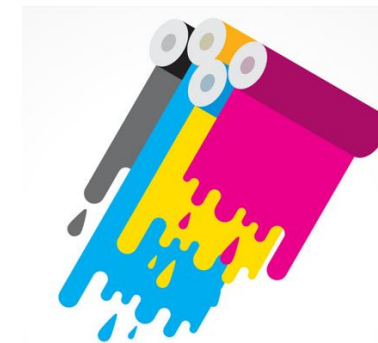
CURRENT SERVICE CALLS 

Customer Gateway for:





UBEO Service Methodology



UBEO Hardware Service Support

- Highly Tenured Factory Trained Technicians
- **Use Only OEM Parts**
- Full Manufacturer Escalation Support
- Advanced Parts Inventory Methodology
- Automated Dispatch (Inform to Alert)
- Field Tech Remote MFP Access
- **500 Techs Nationally**

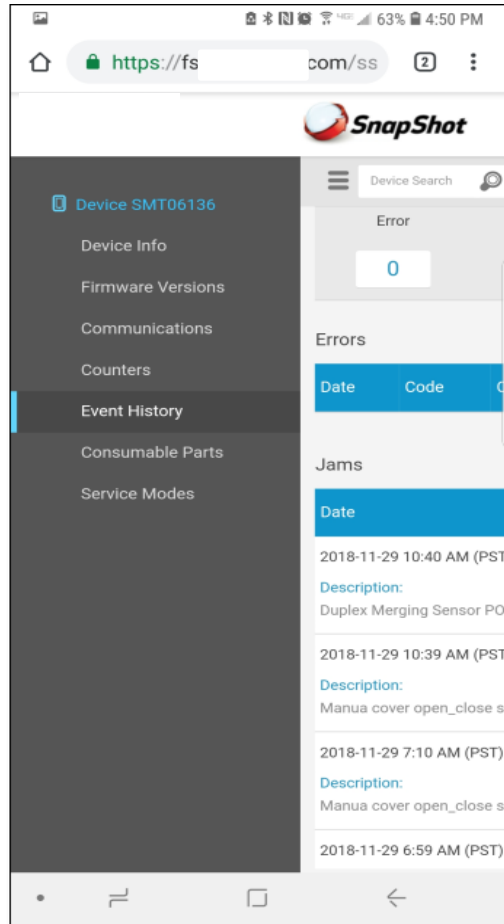
Service Partnership

- Will look beyond the issue on every visit
- Can provide basic instruction if needed
- Will assess other units around service call
- Always communicate results of call
- Provide health checks on mission critical units
- 3 in 30 auto alert triggers

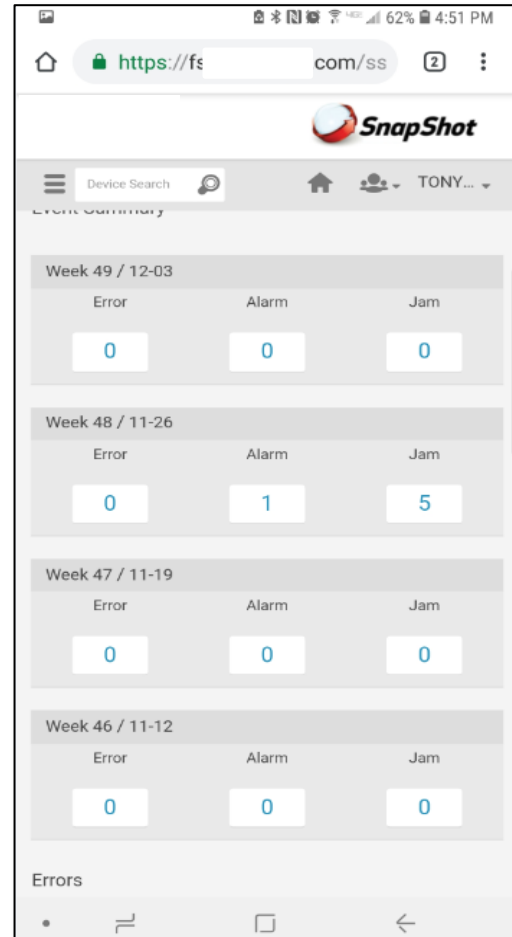


Field Tech Dispatch Automation

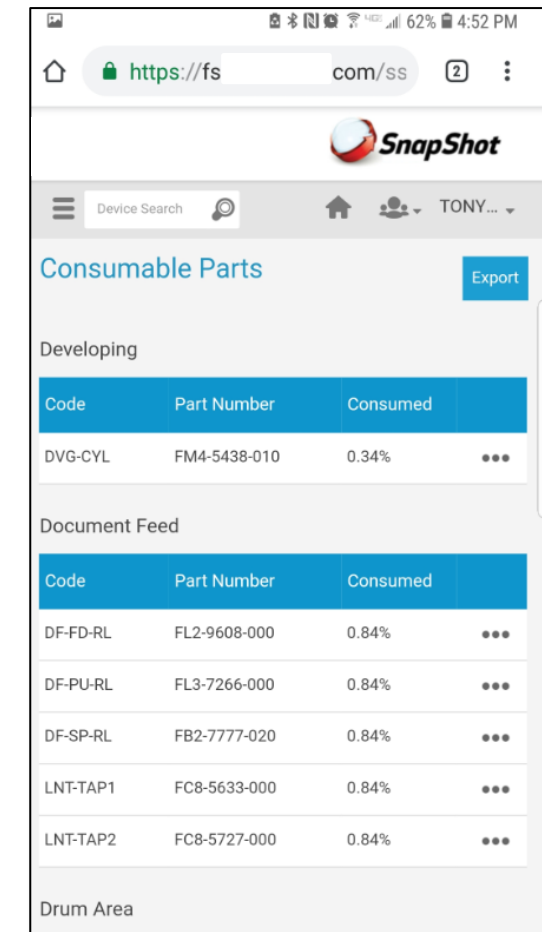
Connecting To The Device Remotely (secure one → way tunnel)



Tech Accesses Device



Remotely Views Event History



All Part Yields Viewed

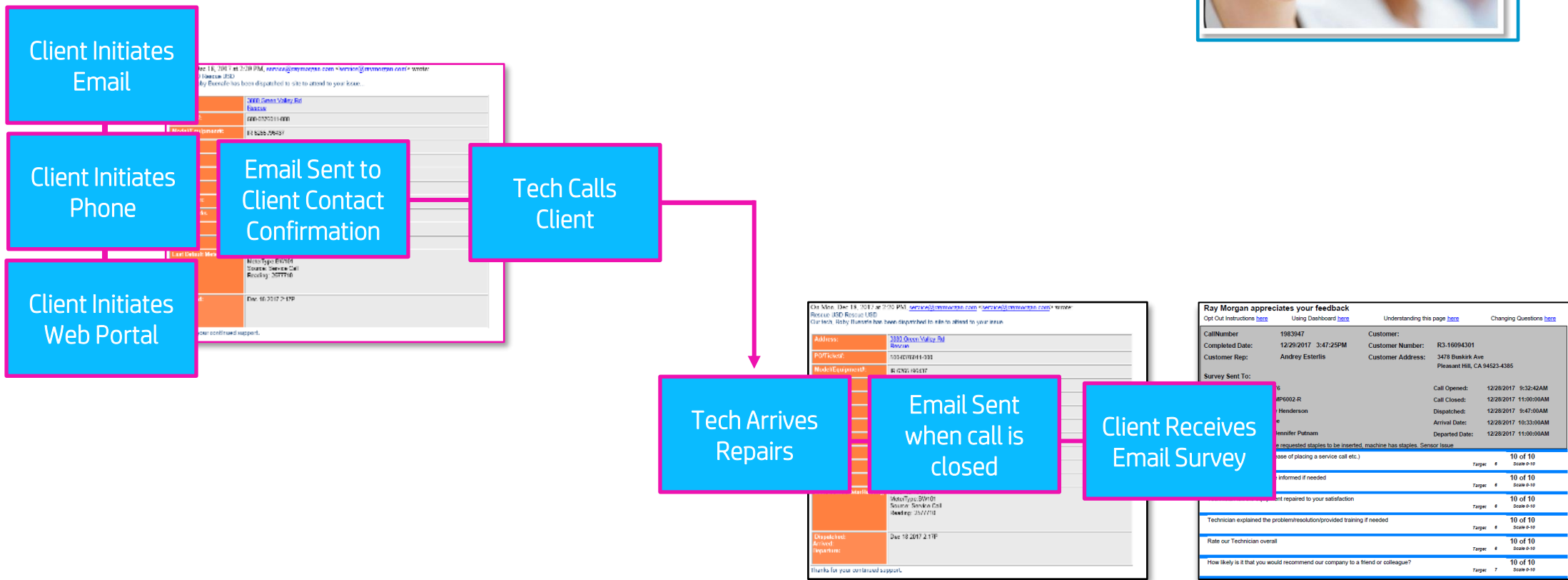




Field Service Call Communication

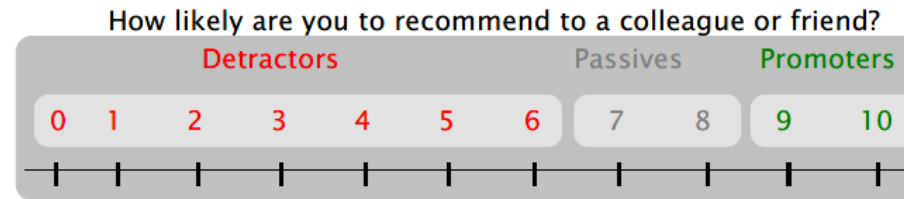
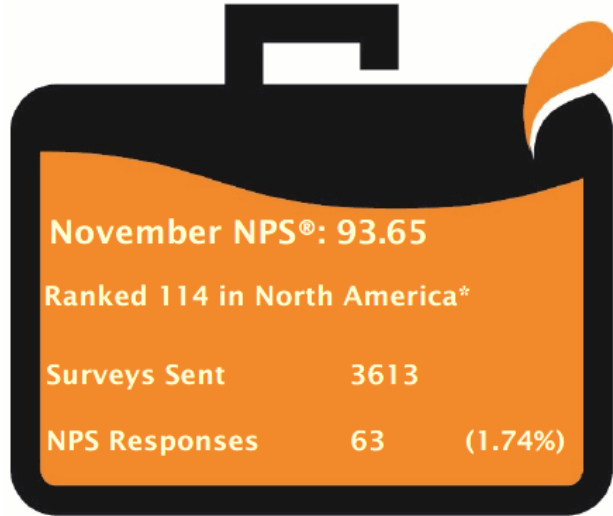


Timeline ----- < 3 minutes -----|--- 2 to 4 Hours ---|









UBEO Service Methodology

Customer Satisfaction & Net Promotor Score



$$\text{NPS}^{\circledR} = \begin{matrix} \text{\% of PROMOTERS} \\ \text{(9s and 10s)} \\ 60 \text{ (95.24\%)} \end{matrix} - \begin{matrix} \text{\% of DETRACTORS} \\ \text{(0 through 6)} \\ 1 \text{ (-1.59\%)} \end{matrix}$$

$$\text{NPS}^{\circledR} = \begin{matrix} \text{\% of PROMOTERS} \\ \text{(9s and 10s)} \\ 619 \text{ (93.36\%)} \end{matrix} - \begin{matrix} \text{\% of DETRACTORS} \\ \text{(0 through 6)} \\ 21 \text{ (-3.17\%)} \end{matrix}$$

NPS® Leaders - N. America 2021		
Company		NPS
Southwest		71
Ritz Carlton		70
USAA		69
H-E-B		65
Cricket Wireless		54
Apple		51
NPS scores published by Saurneux Systems		





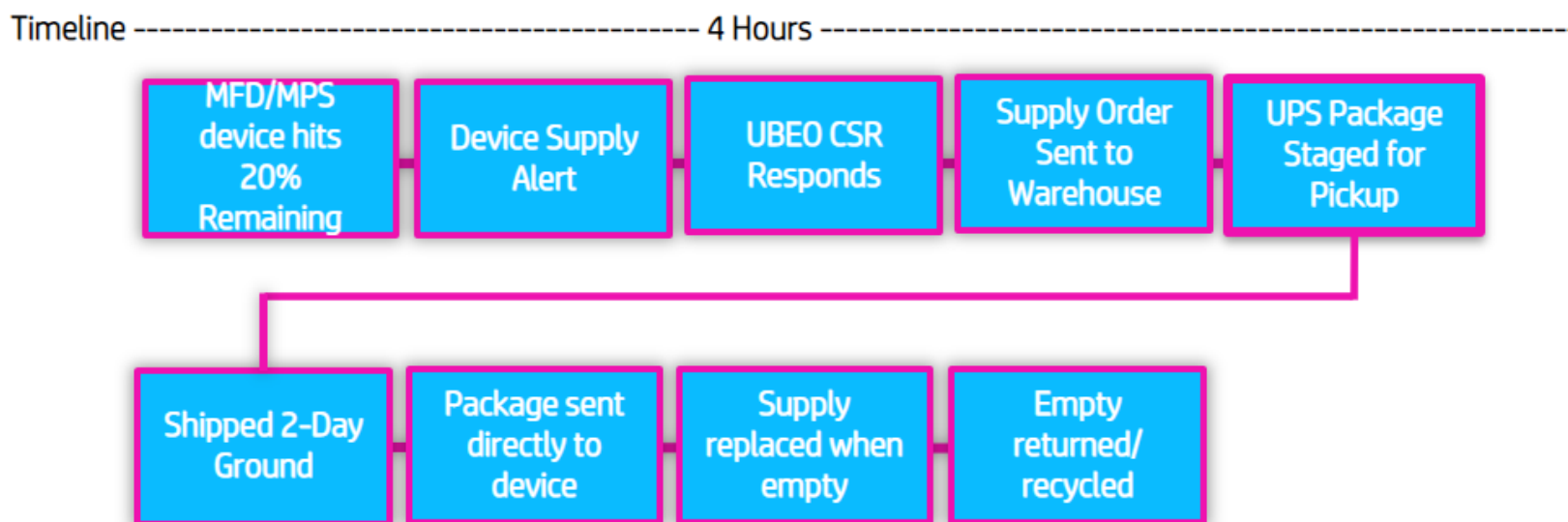
Automated Supply Support Process Flow

Auto Toner Replenishment Process

- Alert Gets Sent Directly to UBEO
- Proprietary Algorithm Determines Ship Date
- Toner Doesn't Sit On Shelf For Months
- Customizable "ship-to" Location
- High-Low Inventory can be established on site



Containers made with fully recyclable plastic that has kept **978,852,444 pounds of waste out of the ecosystem.**






Simplified Billing

1 Account / 1 Invoice

- Spreadsheet invoicing for easy sorting / filtering / validation
- Additional fields: Location, PO #, Chargeback #, etc.
- Flexible billing cycle
- Dedicated contract coordinator

1	<div>Customer Name Invoice : 3877874 Invoice Date : 10/05/2022 PO # Multiple Invoice Due: 11/04/2022 Base Billing Period: 10/1/2022 - 10/31/2022 Overage Billing Period: 09/01/2022 - 09/30/2022</div> <div></div>																	
2																		
3	Customer Name1	Address	City	State	Location1	Location2	Item	Serial Number	Equipment Number	Meter Type	Begin Meter	End Meter	Credit Copies	Total Copies	Rate	Overage Total	Lease Amount	Total
7	Customer Name1				AGR-AUB-AD MIN1	Agriculture #1	IR C5560I	2HU01567	176667	BW109	103,895	106,537	0	2,642	0.0052	\$13.74	\$168.46	\$194.75
8	Customer Name1				AGR-AUB-AD MIN1	Agriculture #1	IR C5560I	2HU01567	176667	CLR124	61,171	62,634	0	1,463	0.0520	\$76.08	\$0.00	\$77.95
9	Customer Name1				AGR-AUB-AD MIN2	Agriculture #2	IR C5560I	2HU01614	175009	BW109	42,375	42,947	0	572	0.0052	\$2.97	\$168.46	\$183.72
10	Customer Name1				AGR-AUB-AD MIN2	Agriculture #2	IR C5560I	2HU01614	175009	CLR124	11,630	12,004	0	374	0.0520	\$19.45	\$0.00	\$19.93
11	Customer Name1				ANS-AUB-1ST FLOOR	Animal Services 1st Floor	IR C5560I	2HU01663	175013	BW109	33,651	34,662	0	1,011	0.0052	\$5.26	\$168.46	\$186.06
12	Customer Name1				ANS-AUB-1ST FLOOR	Animal Services 1st Floor	IR C5560I	2HU01663	175013	CLR124	32,926	33,922	0	996	0.0520	\$51.79	\$0.00	\$53.07
13	Customer Name1				ANS-AUB-2ND FLOOR	Animal Services 2nd Floor	IR C5560I	2HU01747	175015	BW109	20,692	21,341	0	649	0.0052	\$3.37	\$168.46	\$184.13
14	Customer Name1				ANS-AUB-2ND FLOOR	Animal Services 2nd Floor	IR C5560I	2HU01747	175015	CLR124	13,855	14,499	0	644	0.0520	\$33.49	\$0.00	\$34.31



Shasta Union High School District Contract

Awarded to UBEO West – we are the owners & contract administrators



Master enabling agreement:

“Shasta Union High School District Board, on June 10th, 2020 selected and approved Ray Morgan Company LLC a Ubeo company, public bid response to SUHSD R6-2020 Office Equipment and services RFP. All products, pricing and services offered by the Contractor in the RFP submission shall be made available to the following: all public California educational organizations to include the California Community Colleges (CCC), K-12 School Districts...”

Related Technologies

BPO / Document Conversion Services

Print Deployment Software

Fax Servers / xM Cloud

Document Management Software / Laserfiche & DocuWare

MPS Service Takeover / Existing printer fleet cost per image





Our Mission and Promise

to ensure the ongoing trust and loyalty of our clients

by providing them with uncommonly great customer service and value

in the support of document technology products and services



xMedius Cloud Fax Proposal

Companies today are looking to modernize their network infrastructure and office technology – and many choose to focus on eliminating antiquated technologies such as their traditional fax line and replacing it with a cloud-based solution.

By removing your fax machines/fax lines and switching to XMedius Cloud, your employees will increase productivity and your company will see immediate cost savings. XMedius is a 100% cloud-hosted solution where employees can send secure faxes anywhere and anytime!

Challenges with Analog Faxing

- Requires a **fax machine** or **fax board** in every MFD (multifunction device) you want to be fax capable
- Requires Analog Fax Lines through your phone company (Industry average is \$50+ per fax line)
- Fixed location, users must walk to the physical devices to fax
- Busy Signals, one fax at a time
- Security risks (HIPPA, PHI, Student Records, HR, etc)

xMedius Fax Server Benefits

- Does **not require** a fax machine or fax board
- Allows you to **cancel** your analog fax lines
- Fax from **any** networked MFD*
- Securely Fax from your email (never walk to the MFD*)!
- Fax from your mobile device
- Dynamic Fax cover sheets
- Unlimited users (**can be synced with Active Directory**)
- Route inbound faxes to the MFP, Email, Network Folder or Cloud Folder
- Secure and Confidential

**MFD = Multifunction Device "Copier"*

Current Estimated Expense - Fax Line Charges Only

# OF FAX LINES	×	FAX LINE COST	=	TOTAL MONTHLY CHARGES
4		\$75.00		\$300.00

xMedius Cloud Expenses (Estimated Based on Usage)

MONTHLY PAGES	×	COST PER PAGE	=	MONTHLY USAGE COSTS
880		\$0.075		\$66.00
# OF FAX NUMBERS	×	COST PER NUMBER	=	MONTHLY NUMBER TOTAL
4		\$20.00		\$80.00
CURRENT SPEND	–	XMEDIUS SPEND	=	SAVINGS OVER 60 MONTHS
\$18,000.00		\$9,460.00		\$8,540.00



MARCH 28, 2023

RESOLUTION NO. 23:011

“AMENDING RESOLUTION NO. 21:026 TO ESTABLISH THE REVISED
SUMMER DAY CAMP WEEKLY FEE”

MOTION IN ORDER:

READ BY TITLE ONLY AND ADOPT RESOLUTION NO. 23:011.

MOTION:

MOVED BY: _____

SECONDED BY: _____

[] APPROVED

[] DENIED

ROLL CALL VOTE:

AYES: _____

NOES: _____

ABSENT: _____

ABSTAIN: _____



To: Honorable City Council
From: John Moreno, City Manager
By: David Johnson, Community Services Director
Date: March 28, 2023

**Subject: RESOLUTION NO. 23:011
AMENDING RESOLUTION NO. 21:026 TO ESTABLISH THE REVISED
SUMMER DAY CAMP WEEKLY FEE**

BACKGROUND

The City of Paramount provides a Summer Day Camp program each year operated by Community Services staff. Day Camp participation is based on eligibility as a Paramount resident/PUSD student. Day Campers must be between the ages of 5 and 11 years old. The program operates for eight (8) weeks during the summer at the Mariposa Center and provides childcare between 7 a.m. and 6 p.m. The weekly fee for participation is currently \$90 per week and the program is capped at 70 students per week.

DISCUSSION

The current fees for Summer Day Camp have been in place since 2020. Since that time, there have been increases to staff hourly rates and supply costs. Typically, the weekly fee for the program is developed based on the City's costs to operate the program which includes staff time, excursions, transportation, and supplies. The cost of the program does not factor in the cost of the Community Services Supervisor directing the program, facility use costs, and other indirect costs such as administration, human resources, and finance. The goal is to have the Summer Day Camp operate as a revenue-neutral program, or a break-even program. However, over the last several years, the costs associated with running the program has greatly exceeded the revenue the program generates, and it is no longer a break-even program. Staff is recommending an increase to the weekly Day Camp rate for the 2023 summer season so we can begin to slowly close the gap between expenses and revenues associated with the program. Staff is proposing to increase the Summer Day Camp weekly rate from \$90 to \$110. This increase represents a \$20 increase per week.

Staff is conscious of the need to keep the program costs as affordable as possible and the market rate should remain comparable to surrounding cities. Staff surveyed surrounding cities to compare the current Summer Day Camp fees. If the City Council approves of the fee increase, the City's position amongst the surveyed cities remains in the same middle position for comparable rates. It should be noted that the Bell Gardens rate is for a program with much shorter hours than the City's program. The most

comparable programs to the City's Summer Day Camp hours of 7 a.m. to 6 p.m. are Lynwood (\$85), Pico Rivera (\$120), and Norwalk (\$155).

City	Hours of Operation	Weekly Resident Fee	Weekly Non-Resident Fee
Lakewood	9:00 a.m. – 4:00 p.m.	\$175 - \$200	\$190 - \$225
Norwalk	8:00 a.m. – 6:00 p.m.	\$155	\$205
Downey	9:00 a.m. – 4:00 p.m.	\$150	\$154
Pico Rivera	7:00 a.m. – 6:00 p.m.	\$120	\$120
Paramount*	7:00 a.m. – 6:00 p.m.	\$110	Not Applicable
Paramount**	7:00 a.m. – 6:00 p.m.	\$90	Not Applicable
Lynwood	7:00 a.m. – 6:00 p.m.	\$85	\$105
Bell	7:30 a.m. – 4:30 p.m.	\$65 \$50 (no field trip)	\$90 \$75 (no field trip)
Bell Gardens	9:00 a.m. – 2:00 p.m.	\$45	\$55

*Proposed Paramount Rate

**Current Paramount Rate

The Paramount City Council adopted a User Fee schedule at the September 7, 2021 City Council meeting through Resolution 21:026. The User Fee schedule identifies the current fees for Summer Day Camp and the full cost and level of program subsidy for providing Summer Day Camp services. Based on current projected costs, staff is recommending an increase of the weekly Summer Day Camp fee from \$90 to \$110 which continues to be well below the full cost of providing the program. Resolution No. 23:011 modifies and amends the current fee schedule for the Summer Day Camp program.

It should be noted that staff will be proposing fee increases to other programs and services as part of the Fiscal Year 2024 budget. However, staff is requesting the modification to the Day Camp program fees as it will allow us time to advertise the new costs to our residents.

FISCAL IMPACT

The increase in Summer Day Camp fees could generate an additional \$12,000 in potential revenue to support the program. However, even with the additional revenue generated by the fee increase, the Summer Day Camp program will not function as a break-even program and the City will continue to subsidize the cost of the program for the near term.

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 and Strategic Outcome No. 2: Community Health.

RECOMMENDED ACTION

It is recommended that the City Council read by title only and adopt Resolution No. 23:011.

CITY OF PARAMOUNT
LOS ANGELES COUNTY, CALIFORNIA

RESOLUTION NO. 23:011

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PARAMOUNT
AMENDING RESOLUTION NO. 21:026 TO ESTABLISH THE REVISED
SUMMER DAY CAMP WEEKLY FEE

WHEREAS, the City Council adopted Resolution No. 21:026 on September 7, 2021 establishing fees, rates and charges for municipal services; and

WHEREAS, the City Council had approved a Summer Day Camp fee of \$90 reflected on the fee structure adopted on September 7, 2021; and

WHEREAS, the City Council of the City of Paramount desires to amend and revise the Summer Day Camp fee and adjust the fee identified in Exhibit "A" of Resolution 21:026.

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. In all respect as set forth, the City Council of the City of Paramount hereby establishes the Summer Day Camp fee at \$110 per week and should supersede the previously identified fee in Exhibit "A" of Resolution No. 21:026

1. The fees, rates and charges set forth for Summer Day Camp fees in Exhibit "A" do not exceed the estimated reasonable cost of providing the service for which the User Fee is levied.
2. The Summer Day Camp fees set forth in Exhibit "A" shall be effective immediately and shall be implemented for the 2023 Summer Day Camp registration.

SECTION 3. The Summer Day Camp fee as set forth in Exhibit A of Resolution 21:026 is hereby amended as follows:

Summer Day Camp Fee	
Weekly Registration	\$110.00

SECTION 4. Severability. If any fee adopted or increased by this Resolution is for any reason held to be invalid or unconstitutional by the decision of any court of competent jurisdiction, such fee shall not be deemed a separate, distinct and independent provision of this Resolution, and such holding shall not affect the validity of the remaining User Fees adopted or revised herein. The City Council hereby declares that it would have adopted this Resolution and each section, subsection, subdivision, sentence,

clause, phrase or portion thereof, irrespective of the fact that any one (1) or more sections, subsection, subdivision, sentence, clause, phrase or portions thereof be declared invalid or unconstitutional.

SECTION 5. This Resolution shall take effect immediately upon its adoption.

PASSED, APPROVED, and ADOPTED by the City Council of the City of Paramount this 28th day of March 2023.

Vilma Cuellar Stallings, Mayor

ATTEST:

Heidi Luce, City Clerk

MARCH 28, 2023

REPORT

GENERAL PLAN ANNUAL PROGRESS REPORT – CALENDAR YEAR
2022



To: Honorable City Council

From: John Moreno, City Manager

By: John Carver, Planning Director
John King, AICP, Assistant Planning Director

Date: March 28, 2023

Subject: GENERAL PLAN ANNUAL PROGRESS REPORT – CALENDAR YEAR 2022

BACKGROUND

This item is the General Plan Annual Progress Report on the status of the Paramount General Plan as required by California Government Code Section 65400. The report summarizes the 2022 calendar year and anticipates the 2023 calendar year. California Government Code requires the planning agency of each jurisdiction in California to report annually to the legislative body (City Council), the Governor's Office of Planning and Research (OPR), and the California Department of Housing and Community Development (HCD) its progress in implementing the various elements of the General Plan.

Every city and county in California is required to have in place a general plan, which serves as the comprehensive blueprint for the future and establishes goals to meet a particular vision. A general plan is a long-range planning document and generally looks 20 years into the future. The State requires all local general plans to consider land use, circulation, housing, noise, safety, conservation, and open space. Since Senate Bill (SB) 1000 of 2016 was signed into law, many jurisdictions are required to include an environmental justice element.

The Paramount General Plan was first approved in 1969. The City Council adopted a comprehensive General Plan update in August 2007 with the following elements – Land Use Element, Economic Development Element, Housing Element, Transportation Element, Public Facilities Element, Health and Safety Element, and Resource Management Element. On March 1, 2022, the City Council adopted the Environmental Justice Element.

Attached is the Annual Progress Report that demonstrates that the City has been successful in the continued implementation of numerous goals established in the General Plan. A number of important projects and programs were carried out in 2022, and together they continue to make Paramount an attractive and desirable city to live and work.

SUMMARY

Provided below is a summary of the Annual Progress Report.

Land Use Element. The goals of the Land Use Element include improving the relationship between land and uses and preserving a high standard of living for residents. These goals were accomplished in 2022 through a number of efforts and programs. Notably, the City Council broadened the Home Improvement Program, which had solely focused on single-family homes since the inception of the program in 1982, to include mobile homes (manufactured homes). Additionally, the City continued to implement a comprehensive ordinance that revised manufacturing zoning regulations. Combined, these revisions are extensive and will help improve the relationship between land use and the standard of living for residents. Finally, the environmental impact report (EIR) for the North Paramount Gateway Specific Plan, which will replace the North Paramount and Howe-Orizaba specific plans, was released for public agency review and will be reviewed by the City Council in the first half of 2023.

Economic Development Element. The purpose of the Economic Development Element is to provide a plan to improve the physical environment of the City through investing in the development of thriving business sectors, retaining existing quality businesses, and offering a high quality local economy for residents. The Development Review Board helps improve the appearance of the City by ensuring that all private development projects adhere to high-quality design guidelines and expectations. Economic Development staff members continue to perform outreach to the business community to promote opportunities for a positive business climate. Staff partners with the Paramount Chamber of Commerce, Southeast Los Angeles County (SELACO) Workforce Development Board, and the Long Beach Small Business Development Center (SBDC) to achieve its economic development goals. Economic Development staff is also actively in contact with developers to identify underperforming and blighted sites for reuse and redevelopment. Additionally, staff has targeted sectors of the retail economy that are underrepresented in the City and strategizes to attract these types of businesses into the community. A permanent outdoor dining program is underway, and designs for participating restaurants will soon be reviewed by the City Council for implementation. Grant funds were distributed to small businesses impacted by the COVID-19 pandemic. The Explore Paramount online platform continues.

Housing Element. The California Department of Housing and Community Development (HCD) certified the 6th Cycle Paramount Housing Element in October 2022. The Housing Element identifies local housing needs and establishes measures to meet those needs. The Housing Element Annual Progress Report fulfills statutory requirements to report certain housing information, including progress in certain rezoning activities, actions taken toward completion of housing element programs, and local efforts to remove governmental constraints to the development of housing. This element must also demonstrate that a city's share of the Regional Housing Needs Assessment (RHNA) will be met through applications, entitlements, permits, and certificates of occupancy. The City's RHNA allocation is 364 units during the eight-year

6th Cycle period from October 2021 to October 2029. During 2022, a total of 34 housing units were completed and received a certificate of occupancy. The Planning Division reviewed and approved 43 administrative applications for a total of 46 housing units. The Development Review Board approved an additional 64 units, including 60 units in the senior housing development at 16635-16683 Paramount Boulevard, two units at 13939 Arthur Avenue, one unit at 8439 Somerset Boulevard, and one unit at 7830 Rose Street. The Building and Safety Division reviewed plans and issued permits for 51 housing units to begin construction.

Transportation Element. The purpose of the Transportation Element is to provide a safe and efficient circulation system for the City and to promote the safe and efficient movement of people and goods within the City. The Transportation Element describes methods to facilitate traffic improvements. In 2021, the City accomplished this goal through a number of projects, including arterial street resurfacing and annual sidewalk repair and replacement. Additionally, a pilot traffic circle was installed at the street intersection of Orizaba Avenue and Madison Street to dissuade street takeovers and as a traffic calming measure to improve street safety and livability. Long Beach Transit and Metro provide in-town transit routes that connect to the region. The Elderly Nutrition Program and Dial-A-Ride bus transit services are an on-demand taxi service through a contract with Administrative Services Cooperative/Fiesta Taxi. A new program is GoGo Grandparent, a rideshare service for seniors traveling to medical offices and the Paramount Senior Center. City bus transit services to local area colleges are provided through a transit access pass contract with Long Beach Transit. The City continues operation of the Medical Taxi program through a contract with Administrative Services Cooperative/Fiesta Taxi. Additional bicycle infrastructure was installed with bicycle racks required by the Planning Commission and Development Review Board as conditions of approval for conditional use permits and development review applications.

Public Facilities Element. The Public Facilities Element looks at the future needs for water, sewage disposal, waste management, and schools. During the last year, the goals of this element were carried out through the installation of water services and fire hydrants at various locations throughout the City, continued progress with Well 16 on Garfield Avenue, the acquisition of the vacant property at 16247 Vermont Avenue for public water infrastructure, and the purchase and installation of catch basin connector pipe screens. A prominent project in the environmental review phase is the Spane Park Stormwater Capture Project, which would be a stormwater capture and filtration facility.

Health and Safety Element. The Health and Safety Element establishes preparation for disasters, provides for police and fire services, and ensures safe construction. During 2022, the City continued to provide a high level of police services (through the Los Angeles County Sheriff's Department) in addition to other public safety functions – code enforcement, animal control, and emergency preparedness. The Building and Safety Division of the Planning Department continued providing exemplary inspection and permitting services in a prompt and professional manner to ensure the safety and livability of buildings. An update to the Local Hazard Mitigation Plan was reviewed by the City Council and is now under review by the Federal Emergency Management

Agency (FEMA). The City continued air monitoring responsibilities following the 2021 decision by the South Coast Air Quality Management District to discontinue air sampling and testing of hexavalent chromium. The City Council adopted an update to the Health and Safety Element on March 1, 2022.

Resource Management Element. The Resource Management Element of the General Plan examines the preservation of existing parks, the provision of new open space, and recreational and community opportunities for the Paramount community. These goals were carried out in 2022 with numerous citywide programs and improvements including the following: support of the farmers market at Paramount Park, the Friday Night Market program, holiday events, and various other community events. City staff continued to participate in efforts to revitalize the Los Angeles River, and design work continues with grants from the California Transportation Commission and the San Gabriel and Lower Los Angeles Rivers and Mountains Conservancy (RMC) on the extension of the separated bicycle path along the West Santa Ana Branch corridor. Similarly, the City was awarded a grant through the Port of Long Beach and funds through Assembly Speaker Rendon's office to create a community orchard at Dills Park, which is adjacent to the Los Angeles River.

Environmental Justice Element. The City Council adopted the Environmental Justice Element on March 1, 2022 in accordance with SB 1000. This element addresses land use and equity issues throughout the City and includes goals and policies to reduce exposure to environmental hazards and improve social well-being. In 2022, the City continued air quality monitoring and posting the results to the Paramount Environment website. To further this effort, the City applied for and was awarded a grant from the U.S. Environmental Protection Agency to fund two years of air monitoring. Businesses with trucking have been required to install signs prohibiting truck idling. Active recreation programming was enhanced with a variety of team and individual activities such as volleyball and fitness training. Additionally, the City continues to work on the implementation of its Climate Action Plan (CAP) which was adopted in 2021. Work toward CAP strategies include a partnership with TreePeople which through a Cal Fire grant is working to develop an Urban Forest Management Plan (UFMP) with a strong community outreach component. The UFMP will also help the City grow its urban canopy and maintain its status as a Tree City. Finally, the community garden at Cortland Avenue was upgraded, and a composting education program which aligns with the State's requirement to reduce organic waste in landfills was initiated.

FISCAL IMPACT

None.

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 Vision of a city that is safe, healthy, and attractive. This item aligns with all strategic outcomes.

RECOMMENDED ACTION

It is recommended that the City Council receive and file the calendar year 2022 General Plan Annual Progress Report and direct Planning Department staff to file said report with the Governor's Office of Planning and Research and the California Department of Housing and Community Development (HCD).



City of
PARAMOUNT

General Plan Annual Progress Report Calendar Year 2022

Prepared by
PLANNING DEPARTMENT
March 28, 2023

City of Paramount
16400 Colorado Ave.
Paramount, CA 90723



CITY OF PARAMOUNT

GENERAL PLAN ANNUAL PROGRESS REPORT CALENDAR YEAR 2022

Prepared by:
PLANNING DEPARTMENT
March 28, 2022

DATE OF THE ANNUAL PROGRESS REPORT

The Paramount City Council review date of the General Plan Annual Progress Report is March 28, 2022.

PURPOSE OF THE ANNUAL PROGRESS REPORT (APR)

Compliance with State law (Section 65400 of the California Government Code) requires the City of Paramount to file a report each year addressing the status and progress toward goals and objectives of the Paramount General Plan. City staff will provide the Annual Progress Report to the City Council, the Governor's Office of Planning and Research (OPR), and the California Department of Housing and Community Development (HCD). The annual report provides a means to monitor the General Plan and determine if changes need to be made in the plan or its implementation. This report addresses the calendar year 2022.

PURPOSE OF THE GENERAL PLAN

The General Plan serves two primary functions. The General Plan provides information and states the community's goals, objectives, policies, and implementation measures – the means of achieving the goals and objectives. The General Plan is a public document and is available for all to read and use as needed. Copies are available for review at the Paramount Library and in the Planning Department at City Hall. Additionally, a downloadable digital copy is available on the official City website at the following location:

<http://www.paramountcity.com/government/community-development-department/planning-division/general-plan>

The General Plan contains separate elements concerning land use, economic development, housing, transportation/circulation, public facilities, health and safety, resource management, and environmental justice. The General Plan was most recently comprehensively updated in 2007. On March 1, 2022, the City Council approved a new element – environmental justice – that was not in previous versions of the plan. Also on March 1, 2022, the City Council adopted a revised Health and Safety Element and replaced the 5th Cycle Housing Element (October 2013 to October 2021) with the 6th Cycle Housing Element (October 2021 to October 2029).

As an informational document, the General Plan describes existing conditions, makes projections, and establishes a vision for the community's future. The General Plan provides the public with valuable details about the City and the direction that it seeks to move. In a community where change can be accentuated by rapid growth, there is a need to look ahead and determine the effect of change on the physical, social, and economic structure of the community.

As a policy document, the General Plan establishes guidelines for decisionmakers. Using these guidelines, the City Council, Planning Commission, other organizations, and City staff can take a series of steps toward achieving the larger goals of the City. The development decisions of the City are focused through implementation programs contained in the General Plan.

GENERAL PLAN IMPLEMENTATION

The General Plan carries a sizable weight in the planning and development processes. Zoning and subdivisions are two of the primary implementation programs of the General Plan. State law requires, and the California courts have confirmed, that a jurisdiction's general plan and zoning must be consistent with each other. Additionally, the State Subdivision Map Act requires decisionmakers to make findings of consistency with the General Plan before approving any subdivision of land. The Capital Improvements Program (CIP), specific plans, and developer fees are other means to implement the General Plan. Primary responsibility for the Paramount General Plan lies with the Planning Department. The duties of two Planning Department divisions are noted in the next two sections.

Planning Department – Building and Safety Division

The Building and Safety Division of the Planning Department is responsible for administration and enforcement of State and local codes, ordinances, and regulations regarding the construction, alteration, maintenance, and use of privately-owned structures, appurtenances, and land. These regulations include the Building, Residential, Green Building Standards, Mechanical, Electrical, and Plumbing codes.

The Building and Safety Division issues building permits and provides information to contractors, architects/designers, and the general public on building-related issues. The Building and Safety Division provides plan check services through a contract with Scott

Fazekas and Associates, Inc. Plan check engineers confirm structural safety, energy conservation, green technology, fire and life safety, accessibility, and appropriate plumbing, electrical, and mechanical systems. Building permit technicians employed by the City issue permits. Certified building inspectors who are full-time City employees conduct field inspections. The building inspectors issue correction notices or final approval in accordance with the associated codes. In 2022, building inspectors completed 4,280 inspections, and the Building and Safety Division issued 844 permits.

Planning Department – Planning Division

The Planning Division of the Planning Department administers the City's current and long-range planning programs, monitors relevant Los Angeles County, State, and federal legislation, surveys current land use, and updates the City Zoning Ordinance and General Plan. This Division provides staff support to the Planning Commission, Development Review Board, and Economic Development Board.

In 2022, the Planning Division reviewed site plans and proposed developments to ensure compliance with zoning and design requirements. Additionally, the Planning Division processed 61 administrative actions (formal administrative reviews including home additions, accessory dwelling units or ADUs, and mobile food vending vehicles), 11 conditional use permits, eight development review applications, two zone changes, two General Plan amendments, three zoning ordinance text amendments, and one tentative parcel map.

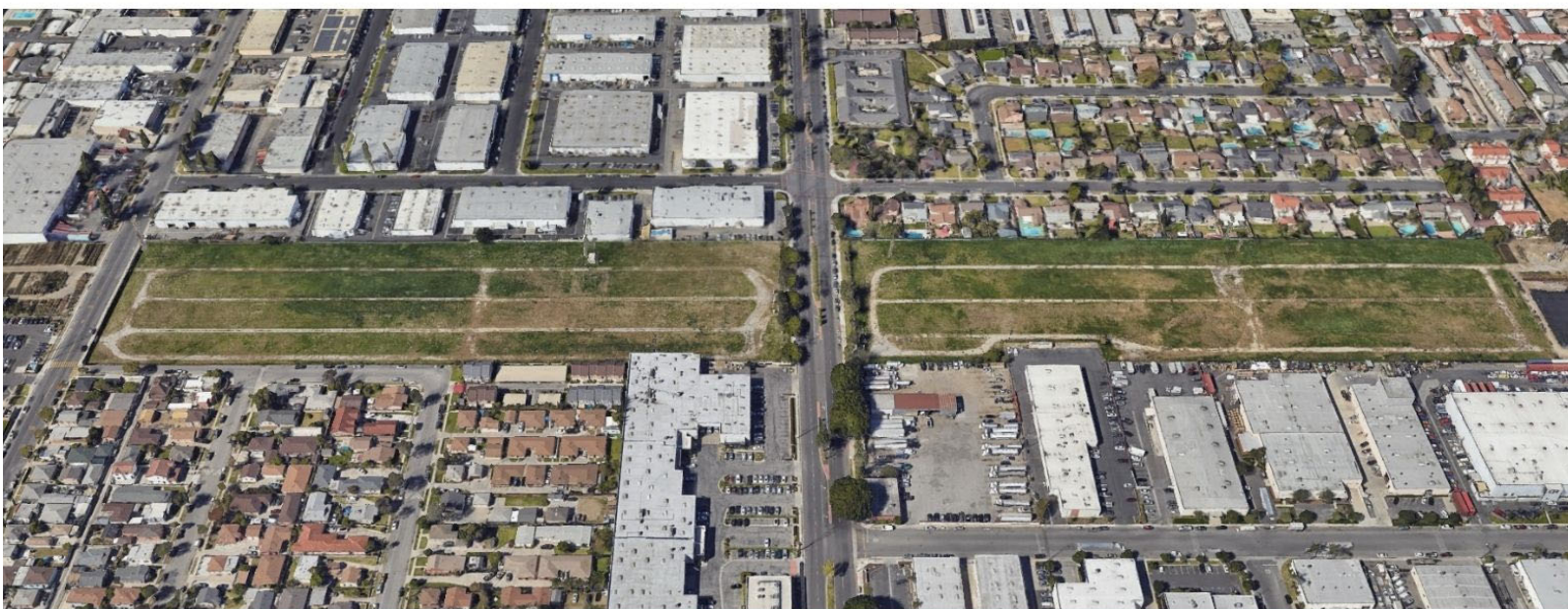
The Planning Division also manages the Home Improvement Program and Commercial Rehabilitation Program. The Home Improvement Program (previously known as the Residential Rehabilitation Program) provides grants from federal HOME funds to low-to-moderate income households for home improvements. Since the inception of the program in 1982, the Home Improvement Program solely focused on single-family home assistance. Four single-family residential projects were completed in 2022. In 2022, the City Council approved the expansion of the program to include mobile homes (manufactured homes) on a fixed foundation. The Commercial Rehabilitation Program provides grants from federal Community Development Block Grant (CDBG) funds to property owners to complete exterior building improvements and Americans with Disabilities Act (ADA) upgrades. Due to changes in Federal regulations in the context of improved conditions in Paramount, no Commercial Rehabilitation Program activity occurred in 2022, and this program is winding down in 2023.

STATUS OF THE GENERAL PLAN

Each element of the General Plan was completed according to the General Plan Guidelines developed and adopted by the Governor's Office of Planning and Research (OPR).

Status of the following elements are within subsequent sections:

1. Land Use
2. Economic Development
3. Transportation
4. Public Facilities
5. Health and Safety
6. Resource Management
7. Environmental Justice
8. Housing



Land Use Element

1. Land Use Element

The goals of this element include improving the relationship between land and uses; improving the identity of the City through the creation of urban spaces and distinctive City entry points; improving the unity and identity of residential neighborhoods, and preserving a high quality of life. The following programs were implemented to achieve these goals during 2022:

- Zone Change requests. The City processed two zone changes. The Zoning Map changed from M-2 (Heavy Manufacturing) to PD-PS (Planned Development with Performance Standards) for the properties at 15932-15942 Minnesota Avenue for a project that removed unsightly and vacant structures to accommodate a self-storage facility with sustainable features and decorative murals. The second Zone Map change was from C-3 (General Commercial) to PD-PS at 16635 Paramount Boulevard for a mixed-use 60-unit senior assisted and independent living facility. This zone change extends a previously approved project at 16675-16683 Paramount Boulevard. The Planning Commission reviewed the proposal and recommended approval in 2022, and the City Council adopted an ordinance in early 2023 approving the zone change.
- Home Improvement Program. This program continued with the broader goal of protecting existing residential neighborhoods and preventing blight. The program expanded from a 40-year single-family home focus to include mobile homes (manufactured homes).
- Zoning Ordinance Text Amendments. Staff prepared three amendments to the Zoning Ordinance (Title 17 of the Paramount Municipal Code). The amendments include the establishment of density bonus regulations for affordable housing projects citywide and two related interim urgency ordinances.

2023 Programs:

- General Plan Amendments and Zone Change requests. The Planning Commission and City Council will process applications to amend the land use and zoning maps as required by State law to bring the current zoning map into conformity with the Land Use Element of the General Plan. A plan to merge the Howe-Orizaba and Clearwater North Specific Plans into a single North Paramount Gateway Specific Plan will be reviewed by the City Council.
- Home Improvement Program. The protection of existing residential neighborhoods by preventing blight and improving the physical appearance of these neighborhoods will continue through this program, which now includes mobile homes (manufactured homes).

- Identification signs. The Public Works Department continues installation of City of Paramount identification signs.
- Commercial areas. The City of Paramount will continue to preserve and promote the improvement of the existing commercial areas, including those districts located along Paramount Boulevard and Alondra Boulevard.
- Pedestrian linkages. The City will continue to provide safe, convenient pedestrian linkages across and along streets containing commercial centers and uses. A traffic signal across Alondra Boulevard from the Stater Bros shopping center will be installed.
- Open space. The City will continue to maintain, and where possible, expand its open space resources. A Parks Master Plan is underway.



Economic Development Element

2. Economic Development Element

The goals of this element include the use of design guidelines to improve the physical environment; the removal of blight; the improvement of the City's infrastructure; and the attraction of sales tax-generating businesses. The following programs were implemented to meet the goals of this element during the 2022 period:

- Design review. Continued to utilize design review to improve the physical environment of the City.
- Business attraction and retention. Continued to attract new businesses into the community and improve retail shopping and restaurant options for residents of the City. Engaged the business community through contacts with employers and commercial real estate brokers.
- Small business assistance. Provided financial assistance to small businesses impacted by the COVID-19 pandemic.
- Explore Paramount. "Shop local" efforts were reinvigorated under the banner of Explore Paramount.
- Water systems. Replaced water valves and meters at various locations in the City, and continued development of a new water well on Garfield Avenue.
- Signs. The Public Works Department continued work to produce new City monument signs to further identify Paramount.

2023 Programs:

- Design review. Continue to utilize design review to improve the physical environment of the City.
- Business attraction and retention. Continue to attract new businesses into the community and improve retail shopping and restaurant options for residents of the City. Continue to engage the business community. Continue to actively work with business/retail owners to achieve City beautification efforts.
- Workforce development. Continue working on workforce development with the Paramount Chamber of Commerce, Southeast Los Angeles County (SELACO) Workforce Development Board, and the Long Beach Small Business Development Center (SBDC).
- Water systems. Continue to replace water valves and meters at various locations in the City as well as continued development of a new water well.

- Public art. Through the Paramount Paints and other artistic efforts, expand murals and other visual arts as a component of a strong economy.
- Marketing. Continue to utilize branding, marketing, and communication efforts that promote the business community, including the promotion of Downtown Paramount as the core of the Central Business District. Further develop and market the newly established Explore Paramount platform to promote local business.



Transportation Element

3. **Transportation Element**

The purpose of the Transportation Element is to provide a safe and efficient circulation system for the City and to promote the safe and efficient movement of people and goods within the City. The Transportation Element describes methods to facilitate traffic improvements. The following programs implemented the goals of this element:

2022 Programs:

- Transit taxes and CDBG funds. The City continued to facilitate traffic improvements through funding from transit tax and Community Development Block Grant (CDBG) sources.
- Fixed-route transit. Long Beach Transit and Metro provide in-town transit routes that connect to the region.
- Elderly Nutrition transit services. In 2019, the City transitioned all City bus transit services to the Elderly Nutrition Program to on-demand taxi services through a contract with Administrative Services Cooperative/Fiesta Taxi. The City continues to offer this program.
- College transit services. City bus transit services to local area colleges are promoted through a transit access pass contract with Long Beach Transit.
- Dial-A-Ride and Medical Taxi programs. In 2019, the City transitioned all City bus services for Dial-A-Ride to on-demand taxi services through a contract with Administrative Services Cooperative/Fiesta Taxi. The City continued operation of the Medical Taxi program through a contract with Administrative Services Cooperative/Fiesta Taxi.
- GoGo Grandparent. In 2022, the City began a ridesharing a rideshare service for seniors traveling to medical offices and the Paramount Senior Center/Paramount Community Center.
- Active transportation plans and programming. In 2015, the City Council adopted the Bellflower-Paramount Bike and Trail Master Plan. Amongst other goals, the BMP allows for grant funding to complete a bicycle path along the West Santa Ana Branch corridor to connect the Los Angeles River with the San Gabriel River. In 2019, the City Council approved the Bellflower-Paramount Active Transportation Plan. The plan identifies bicycle paths and pedestrian-friendly actions for future implementation.
- Bicycle racks. Businesses installed additional bicycle racks as requested of the Planning Commission and the Development Review Board.

- West Santa Ana Branch transit. The City, as a member of the Eco-Rapid Transit joint powers authority and through direct contact with Metro, continued advocating for superior light rail stations in the West Santa Ana Branch corridor and for protection to neighboring properties, residential tenants, and businesses along the planned route.

2023 Programs:

- Transit taxes and CDBG funds. The City will continue to facilitate traffic improvements through funding from transit tax and Community Development Block Grant (CDBG) sources.
- Paramount in Motion. Paramount in Motion is the name given to the partnership between the City, Long Beach Transit (LBT), Fiesta Taxi, and Metro Los Angeles. Routes are operated by Long Beach Transit such as routes 21A, 21B, 22, and 71 and existing Metro lines.
- Paramount University Pass (PUP). Paramount students are eligible to receive the “PUP” card which provides students with unlimited travel on Long Beach Transit and Metro bus routes to nearby college campuses.
- Elderly Nutrition transit services. The City continues operation of transit services to the Elderly Nutrition Program through a contract with Administrative Services Cooperative/Fiesta Taxi.
- Dial-A-Ride and Medical Taxi programs. The City continued operation of the Dial-A-Ride and Medical Taxi programs through a contract with Administrative Services Cooperative/Fiesta Taxi.
- Dial-A-Lift (DAL). Dial-A-Lift offers curb-to-curb, shared-ride transit service exclusively for those who are mobility impaired, reside in the City of Paramount, are at least 18 years of age, and are unable to board or access the LBT buses. This service is only available for Paramount residents traveling through the cities of Paramount, Long Beach, Lakewood, and Signal Hill.
- GoGo Grandparent. In 2022, the City began a ridesharing a rideshare service for seniors traveling to medical offices and the Paramount Senior Center/Paramount Community Center.
- Active transportation plans and programming. The City will continue implementing the Bellflower-Paramount Joint Active Transportation Plan and the Bellflower-Paramount Bike and Trail Master Plan.

- Bicycle racks. Businesses will continue installing bicycle infrastructure as conditions of approval of conditional use permits and development review applications.
- West Santa Ana Branch transit. The City, as a member of the Eco-Rapid Transit joint powers authority, will continue advocating for superior light rail stations in the West Santa Ana Branch corridor. The City is working to ensure environmental impacts are minimal.



Public Facilities Element

4. **Public Facilities Element**

The goals of the Public Facilities Element include the examination of the needs for public facilities, which are comprised of water, sewage, waste management, schools, libraries, and health care facilities. During the 2022 period, the following programs implemented these goals:

- Schools. The City continued its strong working relationship with Paramount Unified School District (PUSD) and continued leading the Paramount Education Partnership (PEP). The City continued to support the Youth Commission. Both the City and PUSD continued to support the Joint Use Agreement that allows City facilities to be used to support PUSD needs for recreational school space and meeting space and allows PUSD facilities to be used to support City needs for additional athletic space.
- Water. Continued water improvements will be made at various locations throughout the City, and continued efforts to complete construction of a new water well (Well 16). The City purchased a vacant property at 16247 Vermont Avenue for the installation of public water infrastructure. Drought tolerant landscaping was installed in additional street medians.
- Organic waste. The City continued implementing regulations for mandatory organic waste disposal reduction as required by the State under Senate Bill 1383.
- Library. Los Angeles County approved a remodel of the Paramount Library.

2023 Programs:

- Schools. The City will continue its strong working relationship with PUSD and continue leading the Paramount Education Partnership (PEP). The Youth Commission will continue meeting. The support of the Joint Use Agreement will continue.
- Water. Continued local improvements will be made at various locations throughout the City, and the development of Well 16 will continue. The specific public water infrastructure type will be determined of the vacant property at 16247 Vermont Avenue. The City adopted and will adopt additional drought restrictions if needed. In February 2023 the City Council approved an agreement between the City of Paramount and the Central Basin Municipal Water District for the turf replacement rebate program. The Planning Department will continue implementing drought tolerant landscaping requirements for private development.
- Organic waste. The City will continue implementing organic waste requirements.

- Library. Construction of the Paramount Library remodel will be completed.



Health and Safety Element

5. **Health and Safety Element**

The Health and Safety Element was updated as required by SB 379 to incorporate climate adaptation and resiliency strategies. As the City Council adopted the Paramount Climate Action Plan (CAP) in 2021, the Health and Safety Element refers directly to the CAP. Continuing goals of the Health and Safety Element are to prepare for natural disasters to minimize loss of life and damage to property; ensure the functioning of vital public services in a disaster; provide fire and police services; and preserve acceptable noise levels within the community. These goals were implemented through the following programs during the 2022 period:

- Disaster preparedness. The City continued to train all employees in disaster response duties and respond in real time to the COVID-19 pandemic. Significant financial and staffing resources were redirected throughout the year to combat local health and economic impacts of the pandemic. City staff dutifully served as disaster workers.
- Public Safety. The City continued code enforcement efforts to reduce fire and other hazards at blighted/dilapidated properties. The City also continued to require all new development to comply with established fire safety standards, including sprinkler systems and smoke detectors, where appropriate. The City also coordinated with the South Coast Air Quality Management District (SCAQMD) to reduce emissions of toxic air contaminants and nuisance odors. The transition of the responsibility of air sampling and monitoring to the City was completed, and the City continued to monitor hexavalent chromium levels and post results to the Paramount Environment website.
- Police services. The City continued its high level of police service in the community, and continues to operate the Good Neighbor Program. Neighborhood Watch efforts continued.
- Noise component. The City continued to enforce its Noise Ordinance to ensure that sensitive receptors are not negatively affected by noise levels.
- Animal control. The City continued to provide a high level of animal control services contracted through the Southeast Area Animal Control Authority (SEAACA).

2023 Programs:

- Disaster preparedness. City staff are prepared to serve as disaster workers with COVID-19-related issues. The City is increasing training of all employees in disaster response duties and will continue to complete mandated FEMA training. The City will also conduct emergency exercise on a regular basis.

- Public Safety. The City's Code Enforcement Officers will complete training to ensure they have knowledge of fire codes. The City will continue code enforcement efforts to reduce fire and other hazards at blighted and dilapidated properties. The City will also continue to require all new development to comply with established fire safety standards, including sprinkler systems and smoke detectors, where appropriate. The City will continue multipronged efforts to combat fugitive toxic air emissions and nuisance odors.
- Police services. The City will continue its high level of police service in the community, and will continue to operate the Good Neighbor Program. Neighborhood Watch efforts continue.
- Noise component. The City will continue to enforce its Noise Ordinance to ensure that sensitive receptors are not negatively affected by noise levels.
- Animal control. The City will continue to provide a high level of animal control services through the Southeast Area Animal Control Authority (SEAACA).



Resource Management Element

6. **Resource Management Element**

The goals of the Resource Management Element include equal distribution of open space throughout the City; effective use of the open space that is available; and provision of recreation programs to meet the needs of all residents. These goals were implemented in the 2022 period through the following programs:

- Conservation. Drought tolerant landscaping was installed in street medians.
- Parks. The City continued to improve existing park facilities, including a major remodel of Progress Plaza.
- Parks Master Plan. The Community Services Department began a Parks Master Plan.
- Events. The City promoted events and activities to nurture health, wellness, and quality of life. The City adjusted during the COVID-19 pandemic as needed.
- Community orchard. The City was awarded a grant through the Port of Long Beach and funds through Assembly Speaker Rendon's office to create a community orchard at Dills Park, which is adjacent to the Los Angeles River.

2023 Programs:

- Conservation. Efforts to continue the installation of drought tolerant landscaping will occur.
- Parks. The City will continue to pursue the creation of new parks and improvement of existing parks with enhanced adult recreation programming.
- Parks Master Plan. The Community Services Department will bring the Parks Master Plan to completion.
- Events. The City continued support to promote events and activities to nurture health, wellness, and quality of life. Events will include the weekly Farmers Market, the Friday Night Market, Military Banner Recognition Program, holiday events, banners recognizing the City's Top 25 graduating Paramount High School students, and recognition of top Paramount athletes as part of the Paramount Youth Hall of Fame.
- Cultural/Arts. The City will continue improving utility boxes with painted and wrap art, and larger-scale artistic endeavors will be introduced as funding allows. Paramount Paints will be further developed as a program and resource.

- Community orchard. The community orchard at Dills Park will continue development.



Environmental Justice Element

7. **Environmental Justice Element**

The City Council adopted the Environmental Justice Element on March 1, 2022 in accordance with SB 1000. This element addresses land use and equity issues throughout the City and includes goals and policies to reduce exposure to environmental hazards and improve social well-being. These goals were implemented through the following programs during the 2022 period:

- Air quality monitoring. In 2022, the City continued air quality monitoring and posting the results to the Paramount Environment website. To further this effort, the City applied for and was awarded a grant from the U.S. Environmental Protection Agency to fund two years of air monitoring.
- Truck idling campaign. The Planning Commission imposed a condition of approval for businesses with trucking to install signs prohibiting truck idling.
- Active recreation. Active recreation programming was enhanced with a variety of team and individual activities such as volleyball and fitness training.
- Climate Action Plan. The City continues to work on the implementation of its Climate Action Plan (CAP) which the City Council adopted in 2021.
- Urban Forest Management Plan. Work toward CAP strategies include a partnership with the nonprofit organization TreePeople which through a Cal Fire grant is working to develop an Urban Forest Management Plan (UFMP) with a strong community outreach component. The UFMP will also help the City grow its urban canopy and maintain its status as a Tree City.
- Community gardens. The community garden at Cortland Avenue was upgraded, and a composting education program which aligns with the State's requirement to reduce organic waste in landfills was initiated.

2023 Programs:

- Air quality monitoring. The City will continue air quality monitoring and posting the results to the Paramount Environment website. The grant from the U.S. Environmental Protection Agency for two years of air monitoring will fund the monitoring and public posting of hexavalent chromium levels.
- Truck idling campaign. The Planning Commission will continue imposing a condition of approval for businesses with trucking to install signs prohibiting truck idling.

- Active recreation. Active recreation programming with a variety of team and individual activities such as volleyball and fitness training will continue, and additional activities will be considered and implemented to meet the needs of the Paramount community.
- Climate Action Plan. The City will continue to work on the implementation of its Climate Action Plan (CAP) which the City Council adopted in 2021.
- Urban Forest Management Plan. The Urban Forest Management Plan (UFMP) will be completed through partnership with TreePeople which through a Cal Fire grant. The UFMP will help the City grow its urban canopy and maintain its status as a Tree City.
- Community gardens. Programming, including a composting education program, at the community garden at Cortland Avenue will continue. Composting aligns with the State's requirement to reduce organic waste in landfills.



Housing Element

8. Housing Element

In summary, the City issued permits to construct 51 housing units in 2022. A total of 34 housing units were completed and received a certificate of occupancy. The Planning Division reviewed and approved 43 administrative applications in 2022 for a total of 46 housing units. The Development Review Board approved an additional 64 units, including 60 units in the senior housing development at 16635-16683 Paramount Boulevard, two units at 13939 Arthur Avenue, one unit at 8439 Somerset Boulevard, and one unit at 7830 Rose Street.

Pursuant to Government Code section 65400, the City Council is required to prepare an Annual Housing Element Progress Report on the status and progress in implementing the Paramount Housing Element using tables and definitions adopted by the Department of Housing and Community Development (HCD). The tables relevant to Paramount in 2022 are included as “**Attachment 1**” with the exception of Table D, which is included below in the body of this report.

Additionally, the Housing Successor Annual Report (Report) regarding the Low and Moderate Income Housing Asset Fund (LMIHAF) has been prepared pursuant to California Health and Safety Code Section 34176.1(f). This Report sets forth certain details of the Paramount Housing Successor activities during the 2022 fiscal year. The purpose of this Report is to annually provide the governing body of the Housing Successor a report on the housing assets and activities of the Housing Successor under Part 1.85, Division 24 of the California Health and Safety Code, in particular Sections 34176 and 34176.1 (Dissolution Law), and are attached as “**Attachment 2**” to this report.

The goal of the Housing Element is to identify local housing needs and to implement measures to meet those needs. Another goal of the Housing Element is to implement a community’s share of the Regional Housing Needs Assessment (RHNA). In the State of California, each association of governments is required to generate housing needs numbers for their constituent jurisdictions. The Southern California Association of Governments (SCAG), which is the designated Association of Governments for most Southern California counties, determined that the City of Paramount needs to produce 364 new housing units during the eight-year 6th Cycle period from October 2021 to October 2029. On March 1, 2022, the City Council adopted the 6th Cycle Paramount Housing Element. HCD certified the Housing Element in October 2022.

The City is progressing toward a further update to the Clearwater East Specific Plan Area. The Clearwater East Specific Plan is the zoning document that encompasses the 68-acre area south of Rosecrans Avenue, west of Paramount Boulevard, north of Somerset Boulevard, and east of the Union Pacific Railroad. The City Council adopted the Clearwater East Specific Plan in 1987 and updated it in 2019 to incorporate housing uses with the existing allowed swap meet, retail/commercial, office, and light manufacturing uses. HCD awarded a \$160,000 SB 2 Planning Grant

to the City to improve the Clearwater East Specific Plan. Separate \$150,000 Sustainability Planning funding from SCAG is assisting in creating a new North Paramount Boulevard Specific Plan for the area to the north of Rosecrans Avenue and south of the 105- freeway. With City Council review in late-2021, an environmental impact report (EIR) is close to completion to finalize adoption.

The City also continues to support thriving senior housing developments on Vermont Avenue and Adams Street. The City provided financial support for the development on Adams Street and continues to maintain an active relationship with the project owners and project managers to ensure that the management of each provides high level of service and quality of life to the residents. The City is committed to meeting the needs of any special groups that are identified in the Housing Element Update.

The completed tables for Calendar Year 2022 are summarized below:

Table A – Housing Development Applications submitted. This table only includes data on housing units and developments for which an application was submitted (and deemed complete) between January 1 and December 31 of the reporting year. An “application” is a formal submittal of a project for approval. This table is shown in three parts in Attachment 1.

Table A2 – Annual Building Activity Report Summary – New Construction, Entitled, Permits, and Completed Units. This table requires information for very low, low, moderate and above moderate income housing affordability categories and for mixed-income projects. The table includes data on the new housing units and developments that have received any one of the following: an entitlement, a building permit, or a certificate of occupancy or other form of readiness that was issued during the reporting year. This table is shown in nine parts in Attachment 1.

Table B – Regional Housing Needs Allocation Progress – Permitted Units Issued By Affordability. Table B is a summary of prior permitting activity in the current planning cycle, including permitting activity for the calendar year being reported. Table B also includes data reported to HCD from prior Annual Progress Reports. This table is shown in Attachment 1.

Table C – Sites Identified or Rezoned to Accommodate Shortfall Housing Need and No Net-Loss Law. This table does not apply to Paramount in this year. Accordingly, this table is not included in this report.

Table D – Program Implementation Status pursuant to Government Code Section 65583. This table describes the implementation status of those programs that support the Paramount Housing Element. This table is as follows.

8. Specific Plan Minimum Densities	Complete by December 2023; adopt the North Paramount Gateway Specific Plan once the Environmental Impact Report is completed	Complete by December 2023	North Paramount Gateway Specific Plan is scheduled for adoption in mid-2023. Clearwater East Specific Plan to follow.
9. Zoning Amendments	Complete Zoning Code consistency within 24 months of approval of the Housing Element and taking into account new legislation.	Complete by late 2023	Legal review complete. Ordinance will be reviewed by the City Council by late 2023.
10. Energy Conservation Program	Ongoing	Ongoing	North Paramount Gateway Specific Plan (scheduled for adoption in mid-2023) includes requirement for new building to exceed California code requirement by 5%.
11. Lead-based Paint Hazard Removal Program	Assist 20 households	By end of 6th Cycle	2 households were assisted for lead-based paint removal. 3 separate households were assisted for asbestos removal.
12. Homeless Plan	Ongoing	Ongoing	Homeless Plan is now being revised and is scheduled for completion in 2023
13. Residential Rehabilitation Program (“Home Improvement Program”)	48 units	By end of 6th Cycle	4 projects (4 units) completed

14. Sites for Special Needs Housing	Initiate Zoning Amendments and revisions to the Zoning Map for adoption no later than 2023	By December 2023	Ongoing
15. Update Fees and Exactions	Complete within two years of Housing Element adoption	By late 2024	Ongoing
16. Accessory Dwelling Units	Permit 166 ADUs between 2021 to 2029, averaging 21 units per year	By end of 6th Cycle	On track to exceed objective. ADU resource program underway.
17. At-risk Unit Preservation Program	Ongoing	Ongoing	Ongoing

Table E – Commercial Development Bonus Approved pursuant to Government Code Section 65915.7. This table does not apply to Paramount. Rather, it applies to cities where an applicant was granted approval of a commercial development and had entered into an agreement with that city for partnered housing contribute affordable housing through a joint project or two separate project encompassing affordable housing in exchange for a commercial development bonus. Accordingly, this table is not included in this report.

Table F – Units Rehabilitated, Preserved and Acquired for Alternative Adequate Sites pursuant to Government Code Section 65583.1(c). This table does not apply to Paramount in this year. This table may be used to report dwelling units that have been substantially rehabilitated, converted from non-affordable to affordable by acquisition, and preserved consistent with the standards set forth in Government Code. Accordingly, this table is not included in this report.

Table F2 – Above Moderate Income Units Converted to Moderate Income Pursuant to Government Code Section 65400.2. This table does not apply to Paramount. Accordingly, this table is not included in this report. In order to qualify under the provision of this Government Code section, the converted units must be recorded for a minimum term of 55 years, and no such project in Paramount meets this criteria.

Table G – Locally Owned Lands Included in the Housing Element Sites Inventory that have been sold, leased, or otherwise disposed of. This table does not apply to Paramount. Accordingly, this table is not included in this report.

Table H – Locally Owned Surplus Sites. On March 14, 2023, the City Council adopted Resolution No. 23:010, declaring the property at 15538 Colorado Avenue to be surplus land pursuant to the Surplus Land Act. This property is included in Table H, and is shown below:

Table H					
Locally Owned Surplus Sites					
Parcel Identifier				Designation	Size
1	2	3	4	5	6
APN	Street Address/Intersection	Existing Use	Number of Units	Surplus Designation	Parcel Size (in acres)
Summary Row: Start Data Entry Below					
6270015900	15538 Colorado Avenue	Public Facilities		Surplus Land	0.258

Table I – Units Constructed Pursuant to Government Code 65852.21 and Applications for Lot Splits Pursuant to Government Code 66411.7 (SB 9). As no SB 9 applications were submitted in 2022, this table is not included in this report.

Table J – Student housing development for lower income students for which was granted a density bonus pursuant to Section 65915. This table does not apply to Paramount and is not included in this report.

Attachment 1 – Part 1

Table A, Section 1

Paramount		ANNUAL ELEMENT PROGRESS REPORT														Note: "+" indicates an optional field			
2022 (Jan. 1 - Dec. 31)		Housing Element Implementation														Cells in grey contain auto-calculation formulas			
6th Cycle 10/15/2021 - 10/15/2029																			
Project Identifier					Unit Types		Date Application Submitted	Proposed Units - Affordability by Household Incomes								Total Approved Units by Project	Total Disapproved Units by Project	Streamlining	
1					2	3	4	5							6	7	8	9	
Prior APN*	Current APN	Street Address	Project Name*	Local Jurisdiction Tracking ID*	Unit Category (SFA,SFD,2 to 4,5+,ADU,MH)	Tenure R=Renter O=Owner	Date Application Submitted+ (see instructions)	Very Low-Income Deed Restricted	Very Low-Income Non Deed Restricted	Low-Income Deed Restricted	Low-Income Non Deed Restricted	Moderate-Income Deed Restricted	Moderate-Income Non Deed Restricted	Above Moderate-Income	Total PROPOSED Units by Project	Total APPROVED Units by project	Total DISAPPROVED Units by Project	Was APPLICATION SUBMITTED Pursuant to GC 65913.4(b)? (SB 35 Streamlining)	
Summary Row: Start Data Entry Below								0	19	0	10	6	4	72	111	0	0		
	6264001011	13210 Merkel Avenue [ADU: 13210 1/4 Merkel Avenue]	AA2150		ADU	R	1/3/2022							1	1			No	
	6237012005	6822 San Juan Street [ADU: 6824 San Juan Street]	AA2151		ADU	R	1/10/2022							1	1			No	
	6237022025	6653 San Vicente Street [ADU: 6653 1/2 San Vicente Street]	AA2152		ADU	R	1/18/2022				1				1			No	
	6266015042	13345 Grant Avenue	AA2155		ADU	R	1/24/2022		1						1			No	
	6237021016	6619 San Mateo Street	AA2156		ADU	R	2/1/2022		1						1			No	
	6240002003	7042 Somerset Boulevard [7044 1/2 Somerset Boulevard]	AA2157		ADU	R	2/1/2022						1		1			No	
	7102031003	16644 Eurkea Avenue	AA2158		ADU	R	2/7/2022				1				1			No	
	6270019022	15513 Virginia Avenue	AA2163		ADU	R	3/4/2022		1						1			No	
	6270032011	15144 Virginia Avenue	AA2164		ADU	O	2/17/2022		1						1			No	
	7103014023	16213 Virginia Avenue [JADU: 16213 1/2 Virginia Avenue]	AA2165		ADU	R	3/7/2022							1	1			No	
	7103004015	15937 Georgia Avenue	AA2166		ADU	R	3/8/2022						1		1			No	
	6242006019	13716 Florine Ave	AA2167		ADU	R	1/18/2022							1	1			No	
	7101010007	6441 72nd Street	AA2168		ADU	O	3/11/2022		1						1			No	
	6237003018	7035 San Marcus Street [ADU: 7033 San Marcus Street]	AA2170		ADU	R	4/4/2022		1						1			No	

Attachment 1 – Part 2

Table A, Section 2

Paramount		ANNUAL ELEMENT PROGRESS REPORT														Note: "+" indicates an optional field			
2022 (Jan. 1 - Dec. 31)		Housing Element Implementation														Cells in grey contain auto-calculation formulas			
6th Cycle 10/15/2021 - 10/15/2029																			
Project Identifier					Unit Types		Date Application Submitted	Proposed Units - Affordability by Household Incomes								Total Approved Units by Project	Total Disapproved Units by Project	Streamlining	
1					2	3	4	5						6	7	8	9		
Prior APN+	Current APN	Street Address	Project Name+	Local Jurisdiction Tracking ID+	Unit Category (SFA,SFD,2 to 4,5+,ADU,MH)	Tenure R=Renter O=Owner	Date Application Submitted+ (see instructions)	Very Low-Income Deed Restricted	Very Low-Income Non Deed Restricted	Low-Income Deed Restricted	Low-Income Non Deed Restricted	Moderate-Income Deed Restricted	Moderate-Income Non Deed Restricted	Above Moderate-Income	Total PROPOSED Units by Project	Total APPROVED Units by project	Total DISAPPROVED Units by Project	Was APPLICATION SUBMITTED Pursuant to GC 65913.4(b)? (SB 35 Streamlining)	
Summary Row: Start Data Entry Below								0	19	0	10	6	4	72	111	0	0		
	7101005007	6820 Motz Street	AA2172		ADU	R	5/2/2022				1				1			No	
	7101008002	6606 Marcelle Street [ADU: 6604 Marcelle Street]	AA2173		ADU	R	5/2/2022		1						1			No	
	6237029020	6519 San Mateo Street	AA2176		ADU	O	5/25/2022		1						1			No	
	7103028025	16612 Georgia Avenue	AA2177		ADU	R	6/3/2022		1						1			No	
	6268040014	8700 Rosecrans Ave	AA2181		ADU	R	6/24/2022				1				1			No	
	6268040015	8710 Rosecrans Ave	AA2181		ADU	R	8/16/2022				1				1			No	
	6237016020	6827 San Luis Street [ADU: 6827 1/2 San Luis Street]	AA2183		ADU	R	8/16/2022							1	1			No	
	6265007001	13600 Jetmore Avenue [ADU: 13600 1/2 Jetmore Avenue]	AA2184		ADU	O	8/16/2022				1				1			No	
	6236026007	7350 Lionel Street	AA2185		ADU	O	8/23/2022		1						1			No	
	6264010025	13445 Downey Avenue	AA2186		ADU	R	8/30/2022		1						1			No	
	7103014023	16213 Virginia Avenue	AA2188		ADU	R	9/9/2022							1	1			No	
	6237004019	7027 San Mateo Avenue	AA2189		ADU	R	9/16/2022							1	1			No	
	6268035007	15701 Pitts Avenue	AA2190		ADU	R	9/20/2022				1				1			No	
	6237031008	6449 San Luis Street	AA2191		ADU	O	9/20/2022		1						1			No	
	7107003005	8552 Flower Street	AA2193		ADU	R	9/23/2022							1	1			No	
	6241014026	8035 1st Street	AA2194		ADU	O	9/27/2022				1				1			No	
	6237027020	6513 San Miguel Street	AA2195		ADU	O	9/30/2022		1						1			No	
	6236018002	7230 Cortland Avenue	AA2196		ADU	R	10/5/2022							1	1			No	
	6264011018	13446 Wiemer Avenue	AA2197		ADU	O	10/18/2022		1						1			No	
	6265021057	14060 Anderson Avenue	AA2198		SFD	R	11/3/2022							1	1			No	
	6265021057	14060 Anderson Avenue	AA2198		ADU	R	11/3/2022				1				1			No	
	6265020049	8338 Olanda Avenue	AA2200		ADU	R	11/2/2022		1						1			No	
	6240004066	15302 Gundry Avenue	AA2201		ADU	R	11/14/2022							1	1			No	
	6240004066	15302 Gundry Avenue	AA2201		ADU	R	11/14/2022							1	1			No	
	6240005046	15333 Gundry Avenue	AA2202		ADU	R	11/14/2022							1	1			No	
	6240005046	15333 Gundry Avenue	AA2202		ADU	R	11/14/2022							1	1			No	
	6237032002	6506 San Luis Street	AA2204		ADU	O	11/16/2022		1						1			No	

Attachment 1 – Part 3

Table A, Section 3

Paramount		ANNUAL ELEMENT PROGRESS REPORT										Note: "+" indicates an optional field						
2022 (Jan. 1 - Dec. 31)		Housing Element Implementation										Cells in grey contain auto-calculation formulas						
6th Cycle 10/15/2021 - 10/15/2029																		
Project Identifier					Unit Types		Date Application Submitted	Proposed Units - Affordability by Household Incomes								Total Approved Units by Project	Total Disapproved Units by Project	Streamlining
1					2	3	4	5							6	7	8	9
Prior APN*	Current APN	Street Address	Project Name*	Local Jurisdiction Tracking ID*	Unit Category (SFA,SFD,2 to 4,5+,ADU,MH)	Tenure R=Renter O=Owner	Date Application Submitted+ (see instructions)	Very Low-Income Deed Restricted	Very Low-Income Non Deed Restricted	Low-Income Deed Restricted	Low-Income Non Deed Restricted	Moderate-Income Deed Restricted	Moderate-Income Non Deed Restricted	Above Moderate-Income	Total PROPOSED Units by Project	Total APPROVED Units by project	Total DISAPPROVED Units by Project	Was APPLICATION SUBMITTED Pursuant to GC 65913.4(b)? (SB 35 Streamlining)
Summary Row: Start Data Entry Below								0	19	0	10	6	4	72	111	0	0	
	6236018009	7334 Cortland Avenue	AA2205		ADU	O	11/30/2022		1						1			No
	7101011024	16314 Atlantic Place	AA2206		ADU	R	12/2/2022							1	1			No
	7102006014	7204 Marcelle Ave	AA2207		ADU	O	12/20/2022		1						1			No
	6268027017	15301 Hayter Avenue	AA2208		ADU	O	12/29/2022							1	1			No
	6270023002	15708 Orizaba Avenue	AA2209		ADU	R	12/30/2022				1				1			No
	6265008001	13602 Obispo Avenue	AA2210		ADU	R	12/30/2022		1						1			No
	7102031020	16635-16683 Paramount Blvd.	DRA No. 22-001 - Paramount UMC Mixed-use Senior Assisted Living Facility		5+	R	11/15/2022					6		54	60			No
	6242023001	13939 Arthur Avenue	DRA No. 22-006		2 to 4	R	6/14/2022							2	2			No
	6241007034	8439 Somerset Boulevard	DRA No. 22-007		SFA	R	10/11/2022							1	1			No
	6242026006	7830 Rose Street	DRA No. 22-008		SFD	R	9/26/2022							1	1			No

Attachment 1 – Part 4
Table A2, Section 1

Jurisdiction			Paramount							ANNUAL ELEMENT PROGRESS REPORT										
Reporting Year			2022		(Jan. 1 - Dec. 31)						Housing Element Implementation									
Planning Period			6th Cycle		10/15/2021 - 10/15/2029															
									Table A2											
					Annual Building Activity Report Summary - New Construction, Entitled, Permits and Completed Units															
Project Identifier					Unit Types		Affordability by Household Incomes - Completed Entitlement													
1					2	3	4								5	6				
Prior APN*	Current APN	Street Address	Project Name*	Local Jurisdiction Tracking ID*	Unit Category (SFA,SFD,2 to 4,5+ ,ADU,MH)	Tenure R=Renter O=Owner	Very Low- Income Deed Restricted	Very Low- Income Non Deed Restricted	Low- Income Deed Restricted	Low- Income Non Deed Restricted	Moderate- Income Deed Restricted	Moderate- Income Non Deed Restricted	Above Moderate- Income	Entitlement Date Approved	# of Units issued Entitlements					
Summary Row: Start Data Entry Below				0		10	0	6	0	0	6			22						
	6264-001-011	13210 Merkel Avenue [ADU: 13210 1/4 Merkel Avenue]	AA2150		ADU	R		1						1/3/22	1					
	6237-012-005	6822 San Juan Street [ADU: 6824 San Juan Street]	AA2151		ADU	R							1	1/10/22	1					
	6237-022-025	6653 San Vicente Street	AA2152		ADU	R				1				1/18/22	1					
	6266-015-042	13345 Grant Avenue	AA2155		ADU	R		1						1/24/22	1					
	6237-021-016	6619 San Mateo Street	AA2156		ADU	R		1						2/1/22	1					
	6240-002-003	7042 Somerset Boulevard	AA2157		ADU	R				1				2/1/22						

Attachment 1 – Part 5
Table A2, Section 2

Jurisdiction		Paramount								ANNUAL ELEMENT PROGRESS REPORT												
Reporting Year		2022		(Jan. 1 - Dec. 31)							Housing Element Implementation											
Planning Period		6th Cycle		10/15/2021 - 10/15/2029																		
									Table A2													
						Annual Building Activity Report Summary - New Construction, Entitled, Permits and Completed Units																
Project Identifier						Unit Types		Affordability by Household Incomes - Completed Entitlement														
1						2	3	4							5	6						
Prior APN*	Current APN	Street Address	Project Name*	Local Jurisdiction Tracking ID*	Unit Category (SFA,SFD,2 to 4,5+ ,ADU,MH)	Tenure R=Renter O=Owner	Very Low-Income Deed Restricted	Very Low-Income Non Deed Restricted	Low- Income Deed Restricted	Low- Income Non Deed Restricted	Moderate-Income Deed Restricted	Moderate-Income Non Deed Restricted	Above Moderate-Income	Entitlement Date Approved	# of Units issued Entitlements							
Summary Row: Start Data Entry Below				0												10	0	6	0	0	6	22
	7102-031-003	16644 Eurkea Avenue	AA2158		ADU	R				1				2/7/22	1							
	6270-019-022	15513 Virginia Avenue	AA2163		ADU	R		1						3/4/22	1							
	6270-032-011	15144 Virginia Avenue	AA2164		ADU	O							1	2/17/22	1							
	6270-032-011	16213 Virginia Avenue	AA2165		ADU	R							1	3/7/22	1							
	7103-004-015	15937 Georgia Avenue	AA2166		ADU	R				1				3/8/22	1							
	6242-006-019	13716 Florine Ave	AA2167		ADU	R				1				1/18/22	1							
	7101-010-007	6441 72nd Street	AA2168		ADU	O		1						3/11/22								

Attachment 1 – Part 6
Table A2, Section 3

Jurisdiction			Paramount							ANNUAL ELEMENT PROGRESS REPORT									
Reporting Year			2022		(Jan. 1 - Dec. 31)						Housing Element Implementation								
Planning Period			6th Cycle		10/15/2021 - 10/15/2029														

Attachment 1 – Part 7
Table A2, Section 4

Jurisdiction			Paramount							ANNUAL ELEMENT PROGRESS REPORT											
Reporting Year			2022		(Jan. 1 - Dec. 31)						Housing Element Implementation										
Planning Period			6th Cycle		10/15/2021 - 10/15/2029																
							Table A2														
						Annual Building Activity Report Summary - New Construction, Entitled, Permits and Completed Units															
Project Identifier						Unit Types		Affordability by Household Incomes - Completed Entitlement													
1						2	3	4						5	6						
Prior APN*	Current APN	Street Address	Project Name*	Local Jurisdiction Tracking ID*	Unit Category (SFA,SFD,2 to 4,5+,ADU,MH)	Tenure R=Renter O=Owner	Very Low-Income Deed Restricted	Very Low-Income Non Deed Restricted	Low-Income Deed Restricted	Low-Income Non Deed Restricted	Moderate-Income Deed Restricted	Moderate-Income Non Deed Restricted	Above Moderate-Income	Entitlement Date Approved	# of Units issued Entitlements						
Summary Row: Start Data Entry Below						0	10	0	6	0	0	6		22							
	6237-016-020	6827 San Luis St.	AA2183		ADU	R				1				8/16/22	1						
	6265-007-001	13600 Jetmore Avenue	AA2184		ADU	R		1						8/16/22	1						
	6236-026-007	7350 Lionel Street	AA2185		ADU	O		1						8/23/22	1						
	6264-010-025	13445 Downey Avenue	AA2186		ADU	R		1						8/30/22	1						
	7103-014-023	16213 Virginia Avenue	AA2188		ADU	O		1						9/9/22	1						
	6237-004-019	7027 San Mateo Avenue	AA2189		ADU	R				1				9/16/22							

Attachment 1 – Part 8
Table A2, Section 5

Jurisdiction	Paramount							ANNUAL ELEMENT PROGRESS REPORT										
Reporting Year	2022	(Jan. 1 - Dec. 31)						Housing Element Implementation										
Planning Period	6th Cycle	10/15/2021 - 10/15/2029																
								Table A2										
					Annual Building Activity Report Summary - New Construction, Entitled, Permits and Completed Units													
Project Identifier					Unit Types		Affordability by Household Incomes - Completed Entitlement											
1					2	3	4							5	6			
Prior APN*	Current APN	Street Address	Project Name*	Local Jurisdiction Tracking ID*	Unit Category (SFA,SFD,2 to 4,5+ ,ADU,MH)	Tenure R=Renter O=Owner	Very Low-Income Deed Restricted	Very Low-Income Non Deed Restricted	Low-Income Deed Restricted	Low-Income Non Deed Restricted	Moderate-Income Deed Restricted	Moderate-Income Non Deed Restricted	Above Moderate-Income	Entitlement Date Approved	# of Units issued Entitlements			
Summary Row: Start Data Entry Below						0	10	0	6	0	0	6		22				
	6268-035-007	15701 Pitts Avenue	AA2190		ADU	R				1				9/20/22	1			
	6237-031-008	6449 San Luis St	AA2191		ADU	O		1						9/20/22	1			
	7107-003-005	8552 Flower Street	AA2193		ADU	R				1				9/23/22	1			
	6241-014-026	8035 1st Street	AA2194		ADU	O				1				9/27/22	1			
	6237-027-020	6513 San Miguel St	AA2195		ADU	O							1	9/30/22	1			
	6236-018-002	7230 Cortland Ave	AA2196		ADU	R				1				10/5/22	1			
	6264-011-018	13446 Wiemer Avenue	AA2197		ADU	O		1						10/18/22	1			
	6265-021-057	14060 Anderson Avenue	AA2198		ADU	R				1				11/3/22	1			
	6265-021-057	14060 Anderson Avenue	AA2198		SFD	R				1				11/3/22	1			
	6265-020-049	8338 Olanda Avenue	AA2200		ADU	R		1						11/2/22	1			
	6240-004-001	15302 Gundry Avenue	AA2201		ADU	R						2		11/14/22	2			
	6240-005-031	15333 Gundry Avenue	AA2202		ADU	R				2				11/14/22	2			

Attachment 1 – Part 9
Table A2, Section 6

[illegible]

Attachment 1 – Part 11
Table A2, Section 8

[illegible]

Table A2, Section 9

[illegible]

Attachment 1 – Part 15
Table A2, Section 12

[illegible]

Table A2, Section 13

Jurisdiction			Paramount																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																					
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Attachment 1 – Part 17

Table A2, Section 14

Jurisdiction	Paramount								ANNUAL ELEMENT PROGRESS REPORT				
Reporting Year	2022	(Jan. 1 - Dec. 31)							Housing Element Implementation				
Planning Period	6th Cycle	10/15/2021 - 10/15/2029											
									Table A2				
						Annual Building Activity Report Summary - New Construction, Entitled, Permits and Completed Units							
						1	11/21/2022	1					
	1						12/16/2022	1					
						1	10/25/2022	1					
						1	10/7/2022	1					
						1	10/5/2022	1					
	1						10/3/2022	1					
	1						8/18/2022	1					
	1						8/4/2022	1					
	1						7/29/2022	1					
					1		6/17/2022	1					
						1	6/9/2022	1					
			1				5/27/2022	1					
	1						5/17/2022	1					
						2	4/26/2022	2					
	1						4/11/2022	1					
	1						4/4/2022	1					
						1	4/4/2022	1					
	1						4/4/2022	1					
					1		3/23/2022	1					
			1				3/17/2022	1					
						1	3/17/2022	1					
						2	3/17/2022	2					
						1	3/11/2022	1					
					1		3/3/2022	1					
			1				3/3/2022	1					

Table A2, Section 15

[illegible]

Attachment 1 – Part 19

Table A2, Section 16

Jurisdiction			Paramount																		ANNUAL ELEMENT PROGRESS REPORT											
Reporting Year			2022			(Jan. 1 - Dec. 31)															Housing Element Implementation											
Planning Period			6th Cycle			10/15/2021 - 10/15/2029																										
																					Table A2											
																								Annual Building Activity Report Summary - New Construction, Entitled, Permits and Completed Units								
Affordability by Household Incomes - Certificates of Occupancy																																
10							11				12																					
Very Low-Income Deed Restricted	Very Low-Income Non Deed Restricted	Low-Income Deed Restricted	Low-Income Non Deed Restricted	Moderate-Income Deed Restricted	Moderate-Income Non Deed Restricted	Above Moderate-Income	Certificates of Occupancy or other forms of readiness (see instructions) <u>Date Issued</u>				# of Units issued Certificates of Occupancy or other forms of readiness																					
0	13	0	8	0	3	20					44																					
											0																					
											0																					
											0																					
	1						12/13/2022				1																					
											0																					
											0																					
											0																					
											0																					
											0																					
						1	11/21/2022				1																					

Attachment 1 – Part 20

Table A2, Section 17

Jurisdiction		Paramount							ANNUAL ELEMENT PROGRESS REPORT							
Reporting Year		2022		(Jan. 1 - Dec. 31)						Housing Element Implementation						
Planning Period		6th Cycle		10/15/2021 - 10/15/2029												
										Table A2						
Annual Building Activity Report Summary - New Construction, Entitled, Permits and Completed Units																
Affordability by Household Incomes - Certificates of Occupancy																
10							11	12								
Very Low-Income Deed Restricted	Very Low-Income Non Deed Restricted	Low-Income Deed Restricted	Low-Income Non Deed Restricted	Moderate-Income Deed Restricted	Moderate-Income Non Deed Restricted	Above Moderate-Income	Certificates of Occupancy or other forms of readiness (see instructions) <u>Date Issued</u>	# of Units issued Certificates of Occupancy or other forms of readiness								
0	13	0	8	0	3	20		44								
						1	7/20/2022	1								
	1						11/3/2022	1								
								0								
			1				12/13/2022	1								
								0								
								0								
								0								
						1	10/10/2022	1								
								0								
								0								
								0								
								0								

Attachment 1 – Part 21

Table A2, Section 18

Jurisdiction			Paramount								ANNUAL ELEMENT PROGRESS REPORT									
Reporting Year			2022			(Jan. 1 - Dec. 31)							Housing Element Implementation							
Planning Period			6th Cycle			10/15/2021 - 10/15/2029														

Attachment 1 – Part 23

Table A2, Section 20

Jurisdiction			Paramount								ANNUAL ELEMENT PROGRESS REPORT								
Reporting Year			2022		(Jan. 1 - Dec. 31)							Housing Element Implementation							
Planning Period			6th Cycle		10/15/2021 - 10/15/2029														

Attachment 1 – Part 24

Table B

Jurisdiction	Paramount			ANNUAL ELEMENT PROGRESS REPORT								This table is auto-populated once you enter your jurisdiction name and current year data. Past year information comes from previous APRs. Please contact HCD if your data is different than the material supplied here				
Reporting Year	2022	(Jan. 1 - Dec. 31)		Housing Element Implementation												
Planning Period	6th Cycle	10/15/2021 - 10/15/2029														
Table B																
Regional Housing Needs Allocation Progress																
Permitted Units Issued by Affordability																
		1		2									3	4		
Income Level		RHNA Allocation by Income Level	Projection Period - 06/30/2021-10/14/2021	2021	2022	2023	2024	2025	2026	2027	2028	2029	Total Units to Date (all years)	Total Remaining RHNA by Income Level		
Very Low	Deed Restricted	92	-	-	-	-	-	-	-	-	-	-	28	64		
	Non-Deed Restricted		2	7	19	-	-	-	-	-	-	-				
Low	Deed Restricted	43	-	-	-	-	-	-	-	-	-	-	14	29		
	Non-Deed Restricted		3	1	10	-	-	-	-	-	-	-				
Moderate	Deed Restricted	48	-	-	-	-	-	-	-	-	-	-	5	43		
	Non-Deed Restricted		2	-	3	-	-	-	-	-	-	-				
Above Moderate		181	5	1	19	-	-	-	-	-	-	-	25	156		
Total RHNA		364														
Total Units			12	9	51	-	-	-	-	-	-	-	72	292		
Progress toward extremely low-income housing need, as determined pursuant to Government Code 65583(a)(1).																
		5											6	7		
		Extremely low-Income Need		2021	2022	2023	2024	2025	2026	2027	2028	2029	Total Units to Date	Total Units Remaining		
Extremely Low-Income Units*		46		-	-	-	-	-	-	-	-	-	-	46		

ATTACHMENT 2

**ANNUAL REPORT
REGARDING THE
LOW AND MODERATE INCOME HOUSING ASSET FUND
FOR FISCAL YEAR 2021-2022 PURSUANT TO
CALIFORNIA HEALTH AND SAFETY CODE SECTION 34176.1(f) FOR THE
PARAMOUNT HOUSING SUCCESSOR**

This Housing Successor Annual Report (Report) regarding the Low and Moderate Income Housing Asset Fund (LMIHAF) has been prepared pursuant to California Health and Safety Code Section 34176.1(f). This Report sets forth certain details of the Paramount Housing Successor (Housing Successor) activities during fiscal year 2019-2020 (fiscal year). The purpose of this Report is to provide the governing body of the Housing Successor an annual report on the housing assets and activities of the Housing Successor under Part 1.85, Division 24 of the California Health and Safety Code, in particular sections 34176 and 34176.1 (Dissolution Law).

This Report conforms with and is organized into sections I. through XI., inclusive, pursuant to Section 34176.1(f) of the Dissolution Law:

I. Amount Deposited into LMIHAF: This section provides the total amount of funds deposited into the LMIHAF during the fiscal year. Any amounts deposited for items listed on the Recognized Obligation Payment Schedule (ROPS) must be distinguished from the other amounts deposited.

A total of \$0 representing residential rehabilitation loan payments, was deposited into the LMIHAF during the fiscal year. Of the total funds deposited, \$0.00 was held for items listed on the ROPS.

II. Ending Balance of LMIHAF: This section provides a statement of the balance in the LMIHAF as of the close of the fiscal year. Any amounts deposited for items listed on the ROPS must be distinguished from the other amounts deposited.

The fund balance of the LMIHAF, as of June 30, 2022 was \$1,280,520. The portion of the fund balance held for items listed on the ROPS was \$0.00.

ATTACHMENT 2

III. Description of Expenditures from LMIHAF: This section provides a description of the expenditures made from the LMIHAF during the Fiscal Year. The expenditures are to be categorized.

There were no expenditures from the LMIHAF during the fiscal year.

IV. Statutory Value of Assets Owned by Housing Successor: This section provides the statutory value of real property owned by the Housing Successor, the value of loans and grants receivables, and the sum of these two amounts.

Under the Dissolution Law and for purposes of this Report, the “statutory value of real property” means the value of properties formerly held by the former redevelopment agency as listed on the housing asset transfer schedule approved by the Department of Finance as listed in such schedule under Section 34176(a)(2), the value of the properties transferred to the Housing Successor pursuant to Section 34181(f), and the purchase price of property purchased by the Housing Successor. Further, the value of loans and grants receivable is included in the reported assets held in the LMIHAF.

The following provides the value of assets owned by the Housing Successor:

<i>Statutory Value of Real Property</i>	<i>\$ 412,498</i>
---	-------------------

<i>Value of Loans and Grants Receivable</i>	<i>\$ 467,293</i>
---	-------------------

V. Description of Transfers: This section describes transfers, if any, to another housing successor agency made in previous fiscal year(s), including whether the funds are unencumbered and the status of projects, if any, for which the transferred LMIHAF will be used. The sole purpose of the transfers must be for the development of transit priority projects, permanent supportive housing, housing for agricultural employees or special needs housing.

No transfer was made to any other Housing Successor pursuant to paragraph (2) of subdivision (c).

VI. Project Descriptions: This section describes any project for which the Housing Successor receives or holds property tax revenue pursuant to the ROPS and the status of that project.

No property tax was received or held.

ATTACHMENT 2

VII. Status of Compliance with Section 33334.16: This section provides a status update on compliance with Section 33334.16 for interests in real property acquired by the former redevelopment agency prior to February 1, 2012.

With respect to interests in real property acquired by the former redevelopment agency prior to February 1, 2012, the time periods described in Section 33334.16 shall be deemed to have commenced on the date that the Department of Finance approved the property as a housing asset in the LMIHAF; thus, as to real property acquired by the former redevelopment agency now held by the Housing Successor in the LMIHAF, the Housing Successor must initiate activities consistent with the development of the real property for the purpose for which it was acquired within five years of the date the DOF approved such property as a housing asset.

No real property was transferred to the LMIHAF from the former redevelopment agency and no real property has been purchased by the Housing Successor

VIII. Description of Outstanding Obligations under Section 33413: This section describes the outstanding inclusionary and replacement housing obligations, if any, under Section 33413 that remained outstanding prior to dissolution of the former redevelopment agency as of February 1, 2012 along with the Housing Successor's progress in meeting those prior obligations, if any, of the former redevelopment agency and how the Housing Successor's plans to meet unmet obligations, if any.

There is nothing to report at this time.

IX. Income Test: This section provides the information required by Section 34176.1(a)(3)(B), or a description of expenditures by income restriction for a five year period, with the period beginning January 1, 2014 and whether the statutory thresholds have been met. However, reporting of the Income Test is not required until 2019.

There is nothing to report at this time.

X. Senior Housing Test: This section provides the percentage units of deed-restricted rental housing restricted to seniors and assisted individually or jointly by the Housing Successor, its former Redevelopment Agency, and its host jurisdiction within the previous ten years in relation to the aggregate number of units of deed-restricted rental housing assisted individually or jointly by the Housing Successor, its former Redevelopment Agency and its host jurisdiction within the same time period. For this Report the ten-year period reviewed is July 1, 2009 through July 1, 2019.

ATTACHMENT 2

The following provides the Housing Successor's Senior Housing Test- Reporting requirements for Implementation Plans pursuant to CRL Section 33490 (a)(2)(C)(iv):

There is nothing to report at this time.

XI. Excess Surplus Test: This section provides the amount of excess surplus (unencumbered funds) in the LMIHAF, exceeding one million or the aggregate amount deposited in the fund over the preceding four fiscal years if any, and the length of time that the Housing Successor has had excess surplus, and the Housing Successor's plan for eliminating the excess surplus.

Excess Surplus Calculation:

<i>Fund Balance</i>	<i>\$ 1,280,520</i>
<i>Reserved for Notes Receivable</i>	<i>\$ (467,293)</i>
<i>Unencumbered Fund Balance</i>	<i>\$ 813,227</i>

The LMIHAF's unencumbered fund balance is less than \$1,000,000; therefore no excess surplus exists.

MARCH 28, 2023

AGREEMENT

APPROVAL OF AGREEMENT FOR CONSULTING SERVICES WITH TRINITY CONSULTANTS, INC. FOR CONTINUED SERVICES RELATED TO AIR MONITORING

MOTION IN ORDER:

APPROVE THE AGREEMENT WITH TRINITY CONSULTANTS, INC. FOR CONTINUED AIR MONITORING SERVICES FOR A PERIOD OF TWENTY-FIVE (25) MONTHS WITH THE TOTAL AMOUNT NOT TO EXCEED \$311,644 AND WITH THE OPTION TO EXTEND THE TWENTY-FIVE (25) MONTH PERIOD AT THE DISCRETION OF THE CITY.

MOTION:

MOVED BY: _____

SECONDED BY: _____

[] APPROVED

[] DENIED

ROLL CALL VOTE:

AYES: _____

NOES: _____

ABSENT: _____

ABSTAIN: _____



To: Honorable City Council

From: John Moreno, City Manager

By: John Carver, Planning Director
Sol Bejarano, Management Analyst

Date: March 28, 2023

Subject: APPROVAL OF AGREEMENT FOR CONSULTING SERVICES WITH TRINITY CONSULTANTS, INC. FOR CONTINUED SERVICES RELATED TO AIR MONITORING

BACKGROUND

The City Council approved the award of contract to Technical and Business Systems (T & B Systems) at its September 21, 2021 meeting to sample the air in five locations in the City for a total sum of not to exceed \$165,377.00. The authorized one-year period has ended. T & B Systems was acquired by Trinity Consultants, Inc. on March 6, 2023. This item is a request to enter into a new contract, with Trinity Consultants, Inc., for a term of 25 months for a total sum not to exceed \$311,644.00 for ongoing air monitoring services, identical to those services provided by T & B Systems. This request includes the option to extend that 25-month period at the discretion of the City.

As mentioned above, T & B Systems was recently acquired by Trinity Consultants, Inc., a corporation with its primary office located in Dallas, Texas. Trinity Consultants will continue to do business as T & B Systems.

DISCUSSION

The City applied for and was awarded a grant by the United States Environmental Protection Agency (EPA) in the amount of \$319,754.00 to maintain the ambient air monitoring program. The program is intended to measure and monitor possible community pollutant exposure to hexavalent chromium and to ensure metal-related businesses are not emitting this pollutant at harmful levels. The EPA grant funding will allow the city to continue its air monitoring program without the use of general funds for a two-year period.

FISCAL IMPACT

The total contract amount will not exceed \$311,644, including taxes and fees, and will be appropriated in the Restricted Fund in the Planning Department for the 2022-23 through 2024-25 fiscal year. This contract is funded by the EPA grant. The term of the Agreement is from April 2023 through April 2025.

Pursuant to Chapter 3.12 (Purchasing of Supplies and Equipment) of the Paramount Municipal Code, this acquisition is exempt from competitive bidding due to this being a professional service contract as specified in Section 3.12.080 of the Municipal Code.

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 and No. 4: Environmental Health.

RECOMMENDED ACTION

It is recommended that the City Council approve the agreement with Trinity Consultants, Inc. for continued air monitoring services for a period of twenty-five (25) months with the total amount not exceeding \$311,644 and with the option to extend the twenty-five (25) month period at the discretion of the City.

Attachments:

Exhibit A – Scope of Work
Exhibit B – New Proposal

AGREEMENT FOR CONSULTING SERVICES

THIS AGREEMENT ("Agreement") is made and entered into this ___ day of March, 2023 between the City of Paramount, a municipal corporation in Los Angeles County, California, (hereinafter "CITY") and Trinity Consultants, Inc. (hereinafter "CONSULTANT") (collectively, "the Parties").

RECITALS

WHEREAS, CITY and Technical and Business Systems ("T&B Systems") entered into that certain Agreement on September 21, 2021 wherein T&B Systems is conducting ongoing hexavalent chromium monitoring for the City; and

WHEREAS, on or about March 6, 2023, T&B Systems was acquired by Trinity Consultants, Inc.; and

WHEREAS, T&B Systems continues to do business as T&B Systems, but under new ownership of CONSULTANT, Trinity Consultants, Inc; and

WHEREAS, CITY and CONSULTANT, desire to enter into an Agreement whereby CONSULTANT will continue to 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 continue to perform all required services to CITY as more particularly described in T&B Systems' scope of services within the air monitoring proposal (inclusive of Air Monitoring Plan, Community Outreach, and Project Timeline), dated August 2021, attached hereto as Exhibit "A" and incorporated herein by reference as if fully set forth, and those required services to CITY set forth in CONSULTANT'S proposal dated March 17, 2023, attached hereto as Exhibit "B" and incorporated herein by reference as if fully set forth. In the event of any conflict between Exhibits "A" and "B" and this Agreement, the terms of this Agreement shall apply.

2. TERM

The term of this Agreement shall be for a 25-month period, beginning April 1, 2023 through and including April 30, 2025.

3. 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 **\$311,644.00** which includes labor, travel, expenses, and laboratory costs.

(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.

4. INDEPENDENT CONTRACTOR

(a) CITY and CONSULTANT agree and represent this Agreement is entered into with the understanding CONSULTANT is not an employee of CITY and is intended, for all purposes, to have the status of independent contractor under Labor Code Section 2776. In the event the CITY determines a legal, judicial, or administrative determination has a material effect upon the status of CONSULTANT as an independent contractor, the CITY shall have the right, with or without notice, to automatically terminate the Agreement. In the CITY's sole discretion, the CITY may propose modification of the Agreement's terms to permit CONSULTANT's continued provision of services.

(b) CONSULTANT is and shall at all times remain as to the CITY a wholly independent contractor. CONSULTANT shall be free from control and direction of the CITY in connection with the performance of duties, and CONSULTANT retains exclusive discretion in how to perform duties, subject to other terms and conditions of this Agreement. The personnel performing the services under this Agreement on behalf of CONSULTANT shall at all times be under CONSULTANT's exclusive direction and control. Neither CITY nor any of its officers, employees, or agents shall have control over the conduct of CONSULTANT or any of CONSULTANT's officers, employees, or agents, except as set forth in this Agreement.

(c) CONSULTANT shall not at any time or in any manner represent that it or any of its officers, employees, or agents are in any manner officers, employees, or agents of the CITY. CONSULTANT shall not incur or have the power to incur any debt, obligation, or liability whatsoever against CITY, or bind CITY in any manner.

(d) No employee benefits shall be available to CONSULTANT in connection with the performance of this Agreement. Except for the fees paid to CONSULTANT as provided in the Agreement, CITY shall not pay salaries, wages, or other compensation to CONSULTANT for performing services hereunder for CITY. CITY shall not be liable for compensation or indemnification to CONSULTANT for injury or sickness arising out of performing services hereunder.

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

CONSULTANT shall indemnify, defend, and hold harmless the CITY, and its officers, employees, and agents ("Indemnitees"), from and against any and all causes of action, claims, liabilities, obligations, judgments, or damages, including reasonable attorney's fees and costs of litigation, arising out of the CONSULTANT's performance under this Agreement or out of the work performed by CONSULTANT, except for such loss or damage arising from the sole negligence or willful misconduct of the CITY. In the event the Indemnitees are made a party to any action, lawsuit, or other adversarial proceeding arising from CONSULTANT's performance of this Agreement, the CONSULTANT shall provide a defense to the Indemnitees or at the CITY's option, reimburse the Indemnitees their costs of defense, including reasonable attorney's fees, incurred in defense of such claims.

Payment by CITY is not a condition precedent to enforcement of this indemnity. In the event of any dispute between CONSULTANT and CITY, as to whether liability arises from the sole negligence of the CITY or its officers, employees, or agents, CONSULTANT will be obligated to pay for CITY's defense until such time as a final judgment has been entered adjudicating the CITY as solely negligent. CONSULTANT will not be entitled in the absence of such a determination to any reimbursement of defense costs including but not limited to attorney's fees, expert fees, and costs of litigation.

8. CONFLICTS OF INTEREST.

(a) CONSULTANT covenants that neither it, nor any officer or principal of its firm, has or shall acquire any interest, directly or indirectly, which would conflict in any manner with the interests of CITY or which would in any way hinder CONSULTANT's performance of services under this AGREEMENT. CONSULTANT further covenants that in the performance of this AGREEMENT, no person having any such interest shall be employed by it as an officer, employee, agent or subcontractor without the express written consent of the City Manager. CONSULTANT agrees to at all times avoid conflicts of interest or the appearance of any conflicts of interest with the interests of CITY in the performance of this AGREEMENT.

(b) CITY understands and acknowledges that CONSULTANT is, as of the date of execution of this AGREEMENT, independently involved in the performance of non-related services for other governmental agencies and private parties. CONSULTANT is unaware of any stated position of CITY relative to such projects. Any future position of CITY on such projects shall not be considered a conflict of interest for purposes of this section.

9. CONFIDENTIAL INFORMATION; RELEASE OF INFORMATION.

(a) All information gained, or work product produced by CONSULTANT in performance of this AGREEMENT shall be considered confidential, unless such information is in the public domain or already known to CONSULTANT. CONSULTANT shall not release or disclose any such information or work product to persons or entities other than CITY without prior written authorization from the City Manager, except as may be required by law.

(b) CONSULTANT, its officers, employees, agents or subcontractors, shall not, without prior written authorization from the City Manager or unless requested by the City Attorney of CITY, voluntarily provide declarations, letters of support, testimony at depositions, response to interrogatories or other information concerning the work performed under this AGREEMENT. Response to a subpoena or court order shall not be considered "voluntary" provided CONSULTANT gives CITY notice of such court order or subpoena.

(c) If CONSULTANT, or any officer, employee, agent or subcontractor of CONSULTANT, provides any information or work product in violation of this AGREEMENT, then CITY shall have the right to reimbursement and indemnity from CONSULTANT for any damages, costs and fees, including attorneys fees, caused by or incurred as a result of CONSULTANT's conduct.

(d) CONSULTANT shall promptly notify CITY should CONSULTANT, its officers, employees, agents or subcontractors be served with any summons, complaint, subpoena, notice of deposition, request for documents, interrogatories, request for admissions or other discovery request, court order or subpoena from any party regarding this AGREEMENT and the work performed thereunder. CITY retains the right, but has no

obligation, to represent CONSULTANT or be present at any deposition, hearing or similar proceeding. CONSULTANT agrees to cooperate fully with CITY and to provide CITY with the opportunity to review any response to discovery requests provided by CONSULTANT. However, this right to review any such response does not imply or mean the right by CITY to control, direct, or rewrite said response.

10. LEGAL RESPONSIBILITIES

The CONSULTANT shall keep informed of state and federal laws and regulations which in any manner affect those employed by it or in any way affect the performance of services pursuant to this Agreement. The CONSULTANT shall at all times observe and comply with all such laws and regulations. The CITY, and its officers and employees, shall not be liable at law or in equity occasioned by failure of the CONSULTANT to comply with this Section.

11. 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. Said insurance, with the exception of Worker's Compensation and Errors & Omissions Liability, shall name the CITY as additional insureds and evidence of said insurance shall be delivered to CITY in certificate and endorsement forms acceptable to the CITY prior to execution of this Agreement.

☒ Commercial general liability and property damage insurance. Coverage: \$1,000,000 per occurrence. The general aggregate limit shall be twice the required occurrence limit.

☒ 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.**

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. The endorsements, naming the CITY as an additional insured,

are to be signed by a person authorized by CONSULTANT's insurer to bind coverage on its behalf.

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.

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.

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.

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

(c) **Additional Insured.** The CITY will be named as an additional insured for all liability arising out of the operations by or on behalf of the named insured, and this policy protects the additional insured, its officers, agents and employees against liability for personal and bodily injuries, deaths or property damage or destruction arising in any respect, directly or indirectly, in the performance of the contract.

(i) Each such policy shall be endorsed with the following language:
The City of Paramount, its elected or appointed officers, officials, employees and volunteers are included as insureds with regard to damages and defense of claims arising from: (a) activities performed by or on behalf of the Named Insured, including the insured's general supervision of the Named Insured, (b) products and completed operations of the Named Insured, or (c) premises owned, leased or used by the Named Insured.

(ii) This policy shall be considered primary insurance as respects the CITY, its elected or appointed officers, officials, employees, agents and volunteers. Any insurance maintained by the CITY, including any self-insured retention the City may have, shall be considered excess insurance only and shall not contribute with it.

(iii) The inclusion of more than one insured shall not operate to impair the rights of one insured against another insured, and the coverages afforded shall apply as though separate policies had been issued to each insured.

The Additional Insured coverage under the CONSULTANT's policy shall be primary and non-contributory and will not seek contribution from the CITY's insurance or self-insurance and shall be at least as broad as CG 20 01 04 13.

(d) **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.

Policies containing any self-insured (SIR) provision shall provide or be endorsed to provide that the SIR may be satisfied by either the named insured or the CITY. The CITY reserves the right to obtain a full certified copy of any insurance policy and endorsements. Failure to exercise this right shall not constitute a waiver of the right to exercise later.

12. 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 cancellation in accordance with the work items provided.

13. 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.

14. 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.

15. ASSIGNMENT

(a) CONSULTANT shall not assign the performance of this Agreement, nor any part thereof, nor any monies due hereunder, without prior written consent of the CITY. Due to the personal nature of the services to be rendered pursuant to this Agreement, only CONSULTANT shall perform the services described in this Agreement.

(b) CONSULTANT may use assistants, under CONSULTANT's direct supervision, to perform some of the services under this Agreement. CONSULTANT hereby agrees to be solely responsible for any assistant used under this Agreement and each assistant is bound by the terms of this Agreement. CONSULTANT shall have each assistant confirm in writing they are familiar with the terms of this Agreement and agrees to be bound by the terms and conditions set forth herein.

16. PERMITS AND LICENSES

CONSULTANT will obtain and maintain during the term of this Agreement all necessary permits, licenses, and certificates that may be required in connection with the performance of services under this Agreement.

17. CITY BUSINESS LICENSE

In addition to any other permits or licenses, CONSULTANT shall obtain, maintain and comply with the requirements for a current City business license during the term of this Agreement.

18. 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.

19. 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.

20. ENTIRE AGREEMENT

This Agreement contains the entire understanding between the parties relating to the obligations of the parties described in this Agreement. All prior or contemporaneous agreement, understandings, representations, and statements, oral or written, are merged into this Agreement and shall be of no further independent force or effect. Each party is entering into this Agreement based solely upon the representations set forth herein and upon each party's own independent investigation of any and all facts such party deems material.

21. SEVERABILITY

Any part, provision, or representation of this Agreement or any of its exhibits, including, but not limited to Exhibit “A” and Exhibit “B”, which is prohibited or which is held to be void or unenforceable by a court of competent jurisdiction, shall be ineffective to the extent of such prohibition or unenforceability without invalidating the remaining provisions hereof.

22. NOTICES

Any notices which either party may desire to give to the other party under this Agreement must be in writing and may be given either by:

- (i) personal service,
- (ii) delivery by a reputable document delivery service (e.g., Federal Express), which provides a receipt showing date and time of delivery, or
- (iii) United States mail, certified mail, postage prepaid, return receipt requested, addressed to the party as set forth below or at any other address as that party may later designate by notice:

To CITY: City of Paramount
16400 Colorado Blvd
Paramount, CA 90723

To CONSULTANT: Trinity Consultants, Inc.
PO Box 972047
Dallas, TX 75397-2407

23. AUTHORITY TO EXECUTE THIS AGREEMENT

The person or persons executing this Agreement on behalf of CONSULTANT warrants and represents that it has the authority to execute this Agreement on behalf of the CONSULTANT and has the authority to bind CONSULTANT to the performance of its obligations hereunder.

24. 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.

TRINITY CONSULTANTS INC – T&B
SYSTEMS

BY: _____
David L. Yoho

Title: Project Manager

CITY OF PARAMOUNT
A Municipal Corporation

By: _____
Vilma Cuellar Stallings, Mayor

RECOMMENDED BY:

John Carver, Planning Director
DEPARTMENT HEAD

APPROVED AS TO FORM:

John E. Cavanaugh
City Attorney

EXHIBIT A

SCOPE OF SERVICES

August 23, 2021

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

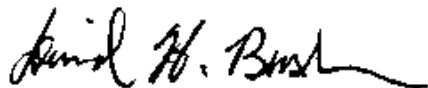
Subject: Request for Proposals for Air Monitoring Services

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

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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

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 PM₁₀ 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

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°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/>

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.

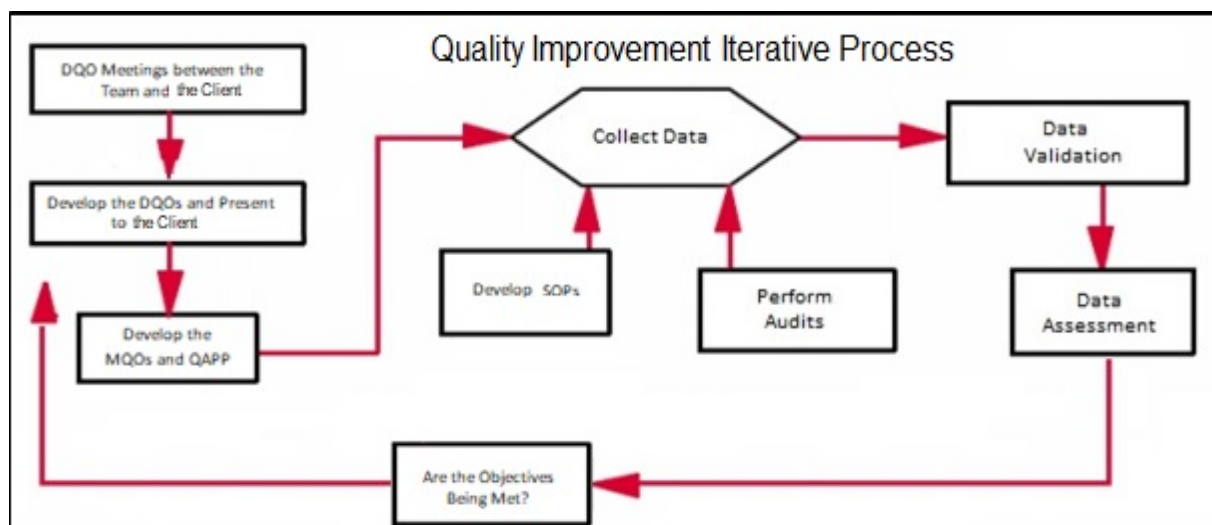


Figure 1. DQO iterative process for Quality Improvement

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.

- *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 represent 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 $\pm 10\%$
- 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. CLN 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.

- 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 PM₁₀ 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.

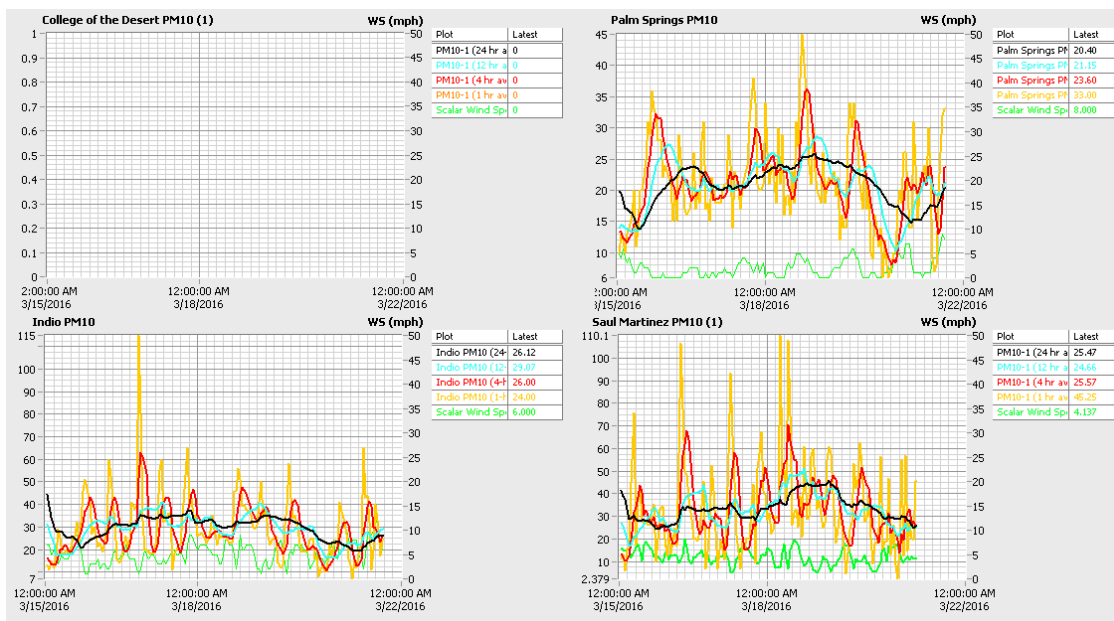


Figure 2. SCAQMD PM₁₀ concentrations at various time averaging intervals (gold-1hr, red-4hr, blue-12hr, black-24hr) and hourly average wind speed for three sites.

Hosted By

T&B Systems
environmental research associates

Main Functions

Information

VDV2015

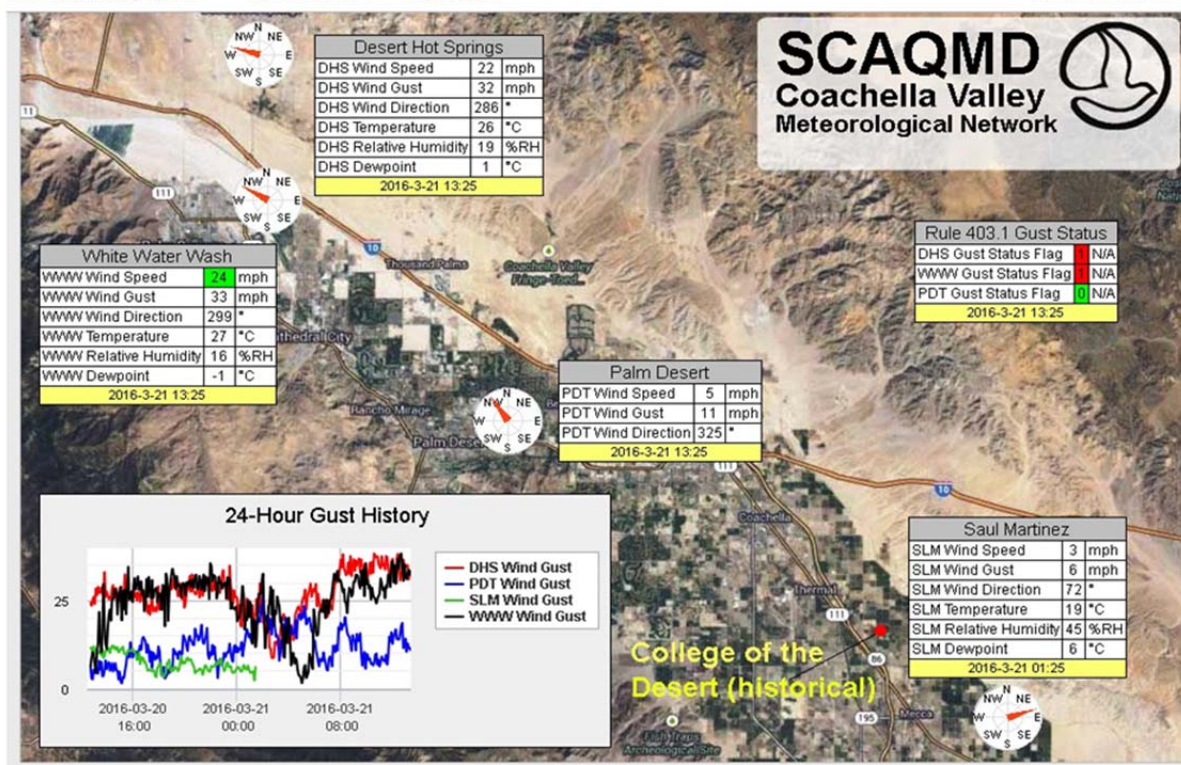


Figure 3. VDV web page showing the SCAQMD Coachella Valley meteorological monitoring sites with individual graphical displays. Note the rapid identification of the loss of data connection for the Saul Martinez site in the 24-hour gust history (green trace). Access to the historical data is provided through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

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.

<u>Milestone</u>	<u>Completion Date</u>
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 is 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 PM₁₀ and H₂S. 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

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 (PM₁₀ / 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 (PM₁₀) 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 (PM₁₀ / 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 (PM₁₀ / 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 (PM₁₀) audits
 - 10-meter meteorological tower audits

- **Reno-Sparks Indian Colony**

Project Manager: Ms. Laura Medvin, (530) 310-4556 lmedvin@rsic.org

- BAM (PM₁₀ / 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 (PM₁₀) audits
- Meteorological tripod audits

Section E
RESUMES

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 Houston 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 PM₁₀/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. In 1987, 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

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)

RESUME: DAVID L. YOH0

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 PM₁₀, 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 PM₁₀/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 PM_{2.5} 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.

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.

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.

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.

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 (NaHCO₃) 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

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 2 nd 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



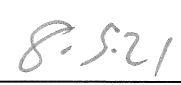
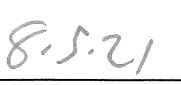
CHESTER LabNet


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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	Technical Director
	
Date	Date

Effective from: 
Effective until: present

REVIEW HISTORY

<u>Review date:</u>	<u>Changes made:</u>	<u>Changes made by:</u>
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

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.

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 ($\leq 0^\circ\text{C}$).

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.

2.3 Interferences: Analyst interruptions 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 $<0^{\circ}\text{C}$.

Extracts must be stored at $\leq 4^{\circ}\text{C}$ 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.

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),

- 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 $\mu\text{g/L}$ Cr^{6+} (refer to SOP IC-010),
- 6.9 Spiking solution, 200 $\mu\text{g/L}$ 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.

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 .

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.

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.

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.

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.

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% HNO₃. 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 Cr⁶⁺ 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.

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 $\leq 0^{\circ}\text{C}$.

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.

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 $\leq 0^{\circ}\text{C}$.

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+}

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 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 $\frac{1}{2}$ the height of the liquid column in the cups.

8.3.9 After one hour, turn off the sonicator and record the sonication end time and temperature on the extraction worklist. The temperature must be measured at the liquid level representing the sonicator water at approximately $\frac{1}{2}$ 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 μ m 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 .

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.

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 referred 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:

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.

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.)

<u>Item</u>	<u>Reference requirement</u>	<u>SOP</u>	<u>Justification</u>
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.

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.

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.



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 Measurements¹

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/m³ assuming a 21.6 m³ 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.*

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.

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.

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

**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**

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.

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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.

FIGURE 1. Schematic of PQ167 Sampling System
(Cr+6 filter holder apparatus replaces PM10 inlet head)

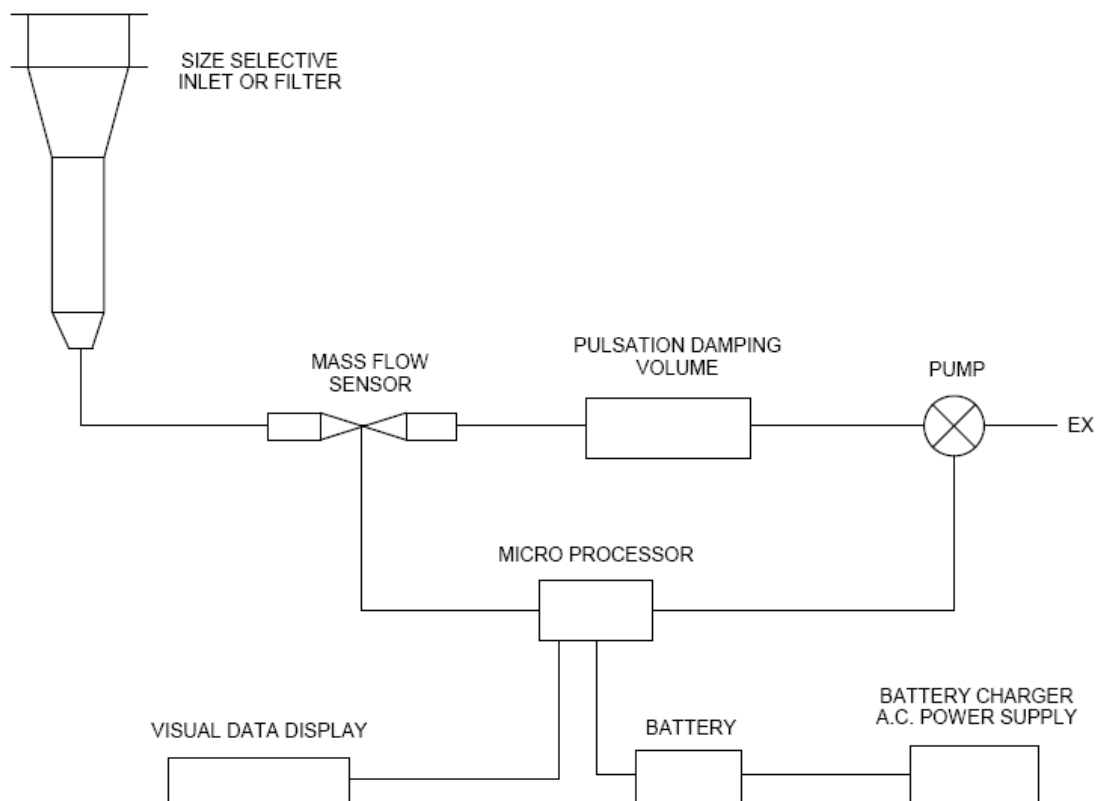
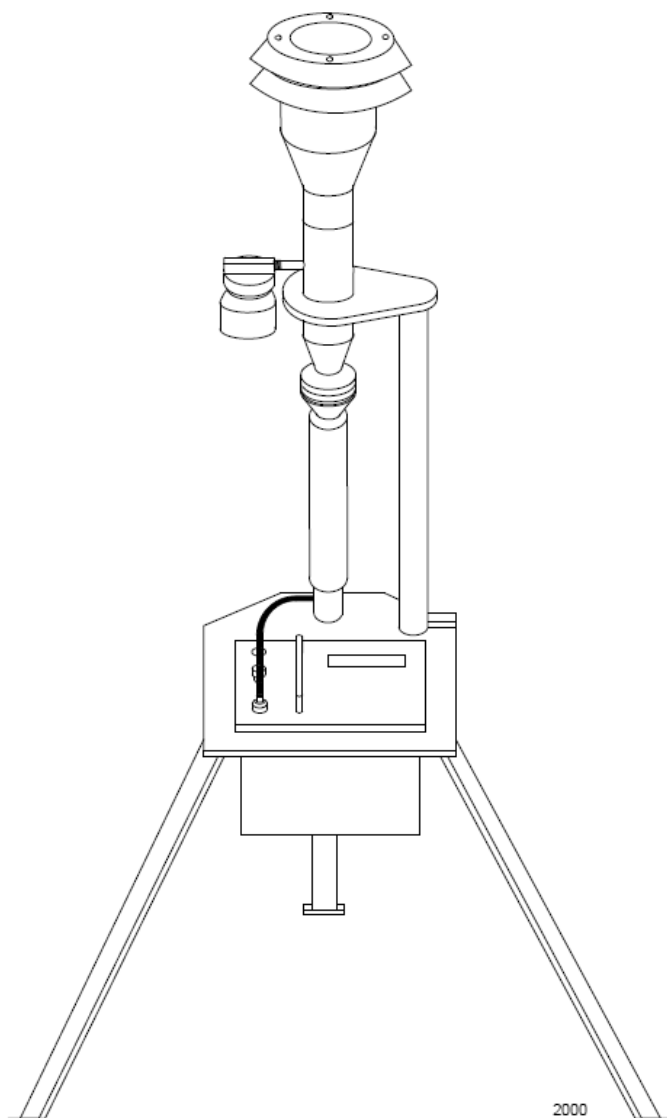


FIGURE 2. PQ167R with Mounting Stand
(Cr+6 filter holder apparatus replaces PM10 inlet head and filter cassette module
and downtube assembly brace are not used)



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

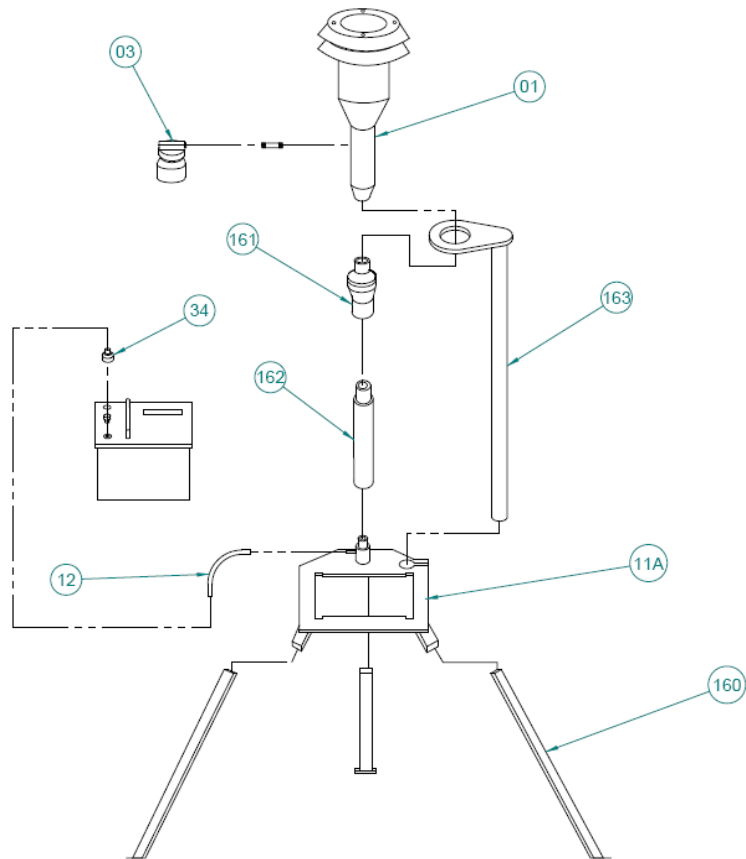
Assemble the sampler according to Figure 3 below omitting the installation of the PM10 inlet head, filter cassette holder assembly, and downtube assembly brace. For detail and illustration, refer to the BGI PQ167 Quick Start document, pages 2 through 8.

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.

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 |

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.

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.

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.

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.

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)

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.

- 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

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.

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

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.

ERG Ambient Hexavalent Chromium Sample Data Sheet

		<div style="border: 1px solid black; padding: 2px;">ERG Lab ID # _____</div>	
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: _____
	Status: Valid Void (Circle one)		Refrigerator No: _____
	If void, why: _____		
	Collection Time (Minutes): _____		
	x Flowrate (L/min): _____		
	Total Volume of Air Sampled (m ³): _____		

Comments: _____

White: Sample Traveler

Canary: Lab Copy

Pink: Field Copy



**Oregon
Environmental Laboratory
Accreditation Program**



NELAP Recognized

Chester LabNet

OR100051

12242 SW Garden Place

Tigard, OR 97223

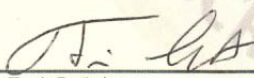
IS GRANTED APPROVAL BY ORELAP UNDER THE 2016 TNi STANDARDS, TO PERFORM
ANALYSES ON ENVIRONMENTAL SAMPLES IN MATRICES AS LISTED BELOW:

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





OREGON

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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)		

Department of Agriculture, Laboratory Division
Department of Environmental Quality, Laboratory Division
Oregon Health Authority, Public Health Division

1 of 2

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 PM₁₀, PM_{2.5} and PM₁ 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 PM₁₀ (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, PM₁₀ 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)

PM₁₀ 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.



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

Item Detail

Add to request



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-RF-407: US and Canada
- › CR300-RF-412: Australia and New Zealand
- › CR300-RF-422: Europe
- › CR300-RF-427: 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 

The Wind Monitor-AQ is a high resolution wind sensor designed specifically for air quality applications. It combines simple, corrosion-resistant construction with low threshold, 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:



Accurate, Rugged

Ideal for long-term, unattended applications

Overview

The HMP60, manufactured by Vaisala, probe measures air temperature for the range of -40° to $+60^{\circ}\text{C}$, 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	<ul style="list-style-type: none"> 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	<ul style="list-style-type: none"> $\pm 5\%$ (0 to 90% RH) $\pm 7\%$ (90 to 100% RH)
Typical Accuracy at 0° to 40°C	<ul style="list-style-type: none"> $\pm 3\%$ (0 to 90% RH) $\pm 5\%$ (90 to 100% RH)
Typical Accuracy at 40° to 60°C	<ul style="list-style-type: none"> $\pm 7\%$ (90 to 100% RH) $\pm 5\%$ (0 to 90% RH)

For comprehensive details, visit: www.campbellsci.com/hmp60

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.

Labor (2021 Rates)		Task 1		Task 2		Task 3		Task 4		Task 5		Task 6		Task 7		Task 8		PROGRAM TOTAL	
Project Personnel	Rate (\$/hr)	Develop QAPP/SOPs		Transition w/ SCAQMD		Sampler Installation		Met Station Purchase & Install		Operations (1 yr)		Chester LabNet Analysis & Shipping (1 yr)		Website & Reporting (1 yr)		Meetings		Total	
		Hours	\$	Hours	\$	Hours	\$	Hours	\$	Hours	\$	Hours	\$	Hours	\$	Hours	\$	Hours	\$
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		Task 1		Task 2		Task 3		Task 4		Task 5		Task 6		Task 7		Task 8		Total	
ODC Item Description	Unit Cost	Develop QAPP/SOPs		Transition w/ SCAQMD		Sampler Installation		Met Station Purchase & Install		Operations (1 yr)		Chester LabNet Analysis & Shipping (1 yr)		Website & Reporting (1 yr)		Meetings		Total	
		Units	\$	Units	\$	Units	\$	Units	\$	Units	\$	Units	\$	Units	\$	Units	\$	Units	\$
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		Task 1		Task 2		Task 3		Task 4		Task 5		Task 6		Task 7		Task 8		Total	
Item Description	Unit Cost	Develop QAPP/SOPs		Transition w/ SCAQMD		Sampler Installation		Met Station Purchase & Install		Operations (1 yr)		Chester LabNet Analysis & Shipping (1 yr)		Website & Reporting (1 yr)		Meetings		Total	
		Units	\$	Units	\$	Units	\$	Units	\$	Units	\$	Units	\$	Units	\$	Units	\$	Units	\$
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		Task 2		Task 3		Task 4		Task 5		Task 6		Task 7		Task 8		Total	
		Develop QAPP/SOPs		Transition w/ SCAQMD		Sampler Installation		Met Station Purchase & Install		Operations (1 yr)		Chester LabNet Analysis & Shipping (1 yr)		Website & Reporting (1 yr)		Meetings			
Total Labor																			
Total ODC		7,454		3,300		752		1,848		40,902		66,500		15,722		10,696		80,674	
T&B Systems Equipment				56		56		5,586		5,331				600		224		78,353	
Handling								100		750								850	
Total Estimated Cost		7,454		3,356		808		7,534		46,983		66,500		16,322		10,920		159,877	

EXHIBIT B
NEW PROPOSAL



Thank you for your business. It has been our greatest pleasure to work with you over the years, and I am excited to share a news with you that will expand our reach and enable us to serve all our clients even better and provide additional services in the future!

Technical & Business Systems, Inc. (T&B) will soon sell its business to Trinity Consultants, Inc., the leading international EHS, Engineering & Science consulting firm founded in 1974 with offices across the U.S. Canada, the U.K., China, and Australia. Since its founding in 1986, T&B has developed a strong reputation for providing high quality ambient air and meteorological monitoring and data management services. Trinity Consultants is also a leader in providing comprehensive, turnkey ambient air quality and meteorological monitoring services, with extensive combined staff experience at approximately 1,000 meteorological and air quality sites worldwide.

With this transition, our combined capabilities will be enhanced with the substantial resources and industry expertise of an internationally recognized leader with more than 1,000 EHS consultants and scientists located across the globe to continue to meet your needs and exceed your expectations. On the West Coast alone, T&B will now networked with more than 80 EHS consultants, including staff located in Irvine, Bakersfield, Oakland, Ventura, San Diego, and Sacramento, in addition to T&B's staff in Santa Clarita, Placerville, and Berkeley, and Trinity's ambient monitoring group in Salt Lake City, UT. We want to thank you for trusting your business with our firm these past years, and we look forward to our continued relationship with your firm.

There are no staffing changes at T&B because of this transition. You will continue to have full access to all T&B resources, and we are committed to ensuring uninterrupted delivery of service and the exceptional quality of work that you are accustomed to receiving from us. All existing staff will remain intact, and we will continue supporting you and your business as we always have, but now as part of Trinity.

Trinity's business model is based on operating a network of local offices that can effectively address clients' regulatory challenges. This allows their combined team to be nimble and extremely responsive to client needs, while providing access to a larger network of company-wide resources and expertise. Given T&B's entrepreneurial roots, Trinity's business model is consistent with our approach to serving customers, and offers considerable benefits for T&B's customers nationwide.

You can learn more about T&B's services and team at [our website](#) and about Trinity Consultants' services at [Trinity's website](#).

Again, we appreciate past opportunities to assist you and look forward to many more years of mutual success. Please do not hesitate to call us with any questions or service needs.

Respectfully,

A handwritten signature in black ink, appearing to read "David H. Bush".

Dave Bush

March 17, 2023

Sol Bejarano
Management Analyst – City of Paramount
16400 Colorado Ave.
Paramount, CA 90723
sbejarano@paramountcity.com

Dear Ms. Bejarano,

T&B Systems is pleased to submit the following proposal in response to the request from The City of Paramount to extend the current, ongoing hexavalent chromium monitoring in the City of Paramount. T&B Systems has been conducting hexavalent chromium monitoring for the City of Paramount since September 2021 and this proposal provides estimated costs for a project extension for a 25-month period (April 2023 – April 2025).

It should be noted that starting on March 6th, 2023, T&B Systems was acquired by Trinity Consultants, Inc. A client notification letter has been included with this proposal. We will continue to do business as T&B Systems; however, payment of invoices will be sent to a different address which is provided below. In addition, we have submitted an updated W-9 form to the City of Paramount via email which reflects the company, Trinity Consultants, Inc.

The requested scope of work is to continue the 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 continue to consist of the collection of integrated 24-hour samples every six days (1/6) at five (5) sites in the community approved by Paramount. We will continue to use Chester LabNet (CLN) (<https://chesterlab.net>) for the filter analysis, with expedited analysis to allow for timely posting of results to the community.

Key to meeting the hexavalent chromium 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 during each site visit with a flowrate calibrator that is certified annually. Chain of custody forms will be filled out during each of the 6-day visits and sent to CLN.

Data collected from this air monitoring program will continue to be made available through the City of Paramount public environmental website (<https://paramountenvironment.org/air/>) to inform the community about the levels of Cr(VI) in the air that they breathe.

T&B Systems will continue to meet with Paramount personnel and members of the community to provide an overview of the measurement strategy, data quality objectives and analysis results 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. As needed oral reports to the City Council will be provided.

The City will likely procure new air monitoring equipment and costs have been included to install the new monitors at three of the monitoring locations. In addition, some costs have been included for additional spare parts and to perform minor equipment repairs.

T&B Systems will perform the above work scope for the 25-month monitoring duration for a total cost of \$311,644 which includes labor, travel, expenses, and laboratory costs. Work under this contract will be performed on a time and materials basis. Payment terms are net 30 days with payments made to:

Trinity Consultants, Inc.
PO Box 972047
Dallas, TX 75397-2407

We look forward to our continued support of the City's air monitoring program. Please call me at (661) 212-3008 with any questions you may have.

Sincerely,

A handwritten signature in black ink, appearing to read "David L. Yoho". The signature is fluid and cursive, with the first name "David" being the most prominent.

David L. Yoho
Project Manager
Trinity Consultants, Inc. – T&B Systems
26368 Ruether Ave.
Santa Clarita, CA 91350
(661) 309-6225
dyoho@tbsys.com

<u>Labor (2023 Rates)</u>		Rate (\$/hr)	<u>Task 1</u>		<u>Task 2</u>		<u>Task 3</u>		<u>Task 4</u>		<u>PROGRAM TOTAL</u>	
Project Personnel	Operations (25 months)		Chester LabNet Analysis & Shipping (25 months)		Website & Reporting (25 months)		Meetings		Total			
			Hours	\$	Hours	\$	Hours	\$				Hours
Senior Scientist	200											
Scientist III	160	10,560	66				24	3,840	100	20,000	100	20,000
Senior Technician	112	85,344	762				300	33,600			1,062	118,944
Total Hours			828				324		100		1,252	
Total Dollars			95,904					37,440		20,000		153,344

Other Direct Costs		Unit Cost	Task 1		Task 2		Task 3		Task 4		Total	
ODC Item Description	Operations (25 months)		Chester LabNet Analysis & Shipping (25 months)		Website & Reporting (25 months)		Meetings		Total			
			Units	\$	Units	\$	Units	\$				
Local Mileage	0.65	12,700	8,255			600	390	13,300	8,645			
Meals	15	127	1,905					127	1,905			
Website Fee (Monthly)	50					25	1,250	25	1,250			
Shipping (to and from Chester, 1/6 day sampling)	160			127	20,320			127	20,320			
Chester LabNet Analysis (5 sites, 1/6 day sampling, expedited, 10% blanks, 10 spares)	187											
Supplies/Spare Parts	1,000	5	5,000	640	119,680			640	119,680	5	5,000	
Total ODC			15,160			1,250		390			156,800	

<u>T&B Systems Equipment</u>											
Item Description	Unit Cost	Task 1 Operations (25 months)		Task 2 Chester LabNet Analysis & Shipping (25 months)		Task 3 Website & Reporting (25 months)		Task 4 Meetings		Total	
		Units	\$	Units	\$	Units	\$	Units	\$	Units	\$
Certified NIST Meteorology Standards	50										
Certified NIST Flowrate Calibrator	150	10	1,500							10	1,500
Total T&B Systems Equipment			1,500								1,500

<u>Summary</u>		<u>Task 1</u>		<u>Task 2</u>		<u>Task 3</u>		<u>Task 4</u>		<u>Total</u>	
Operations (25 months)	Chester LabNet Analysis & Shipping (25 months)	Website & Reporting (25 months)	Meetings	Total							
Total Labor	95,904	37,440	20,000	153,344							
Total ODC	15,160	1,250	390	156,800							
T&B Systems Equipment	1,500			1,500							
Total Estimated Cost		112,564	38,690	20,390							311,644

MARCH 28, 2023

APPROVAL OF CONTINGENT DESIGN AND ENGINEERING SERVICES
AGREEMENT WITH WILLDAN ENERGY SOLUTIONS FOR EFFICIENCY
AND INFRASTRUCTURE IMPROVEMENT PROJECTS AND
CONSIDERATION OF A FUNDING PLAN

MOTION IN ORDER:

APPROVE THE CONTINGENT DESIGN AND ENGINEERING SERVICES
AGREEMENT WITH WILLDAN ENERGY SOLUTIONS IN THE AMOUNT
OF \$50,000 FOR ENERGY EFFICIENCY AND INFRASTRUCTURE
PROJECTS AND AUTHORIZE THE MAYOR OR HER DESIGNEE TO
EXECUTE THE AGREEMENT.

MOTION:

MOVED BY: _____

SECONDED BY: _____

[] APPROVED

[] DENIED

ROLL CALL VOTE:

AYES: _____

NOES: _____

ABSENT: _____

ABSTAIN: _____



To: Honorable City Council

From: John Moreno, City Manager

By: Adriana Figueroa, Public Works Director
Celina Sanchez, Management Analyst

Date: March 28, 2023

Subject: APPROVAL OF CONTINGENT DESIGN AND ENGINEERING SERVICES AGREEMENT WITH WILLDAN ENERGY SOLUTIONS FOR EFFICIENCY AND INFRASTRUCTURE IMPROVEMENT PROJECTS AND CONSIDERATION OF A FUNDING PLAN

BACKGROUND

The Public Works department oversees the Capital Improvement program for the City of Paramount. Every year we look for ways to improve our facilities and most importantly our City. Recently, staff requested Willdan Energy Solutions (WES), a subsidiary of Willdan Engineering, to prepare a preliminary energy assessment across approximately eleven City facilities, the municipal water system, and other City infrastructure. This preliminary assessment has identified several opportunities for projects that will lower utility usage costs and take steps towards achieving the City's Climate Action Plan (CAP) goals.

DISCUSSION

The Contingent Design and Engineering Services agreement with WES will allow us to proceed with a comprehensive analysis to complete a series of tasks across our City sites and buildings that will deliver options to reduce City costs and achieve CAP goals. This will produce scopes of work, project costs, savings, and funding mechanisms. This analysis will include tasks in energy conservation, renewable energy generation, and infrastructure improvements. Specific energy audits will be performed to identify opportunities for energy conservation measures, microgrids, and/or electric vehicle charging infrastructure technologies, enhanced water meters, and water system billing auditing to reduce City energy costs. WES will also investigate project funding sources including financing, federal, state, and local financial incentives and will prepare a financial analysis of potential project measures.

FISCAL IMPACT

There is no direct financial impact associated with this agreement at this time. Fiscal impacts related to specific energy efficiency measures or infrastructure improvement projects will be brought forward to the City Council for consideration upon completion of this analysis. If the City does not move any recommended projects into construction, the

City will be subject to pay \$50,000 for the engineering and design services completed through this Design and Engineering Services Agreement. Should the City move any projects into construction with Willdan, the engineering and design costs will be absorbed within the construction project budgets.

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 Outcomes No. 4: Environmental Health and Strategic Outcome No. 6: Efficient, Effective, and Fiscally Responsible.

RECOMMENDED ACTION

It is recommended that the City Council approve the Contingent Design and Engineering Services agreement with Willdan Energy Solutions in the amount of \$50,000 for energy efficiency and infrastructure projects and authorize the Mayor or her designee to execute the agreement.



Contingent Proposal for Development and Engineering Services

City of Paramount

March 22, 2023

Willdan Energy Solutions
2401 E. Katella Avenue, Suite 300
Anaheim, CA 92806

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March 22, 2023

Adriana Figueroa
Director of Public Works
15300 Downey Ave,
Paramount, CA 90723

Attention: Adriana Figueroa

Reference: Contingent Proposal for Development and Engineering Services

Dear Adriana:

This letter is written to serve as a proposed contingent agreement between the City of Paramount (CLIENT) and Willdan Energy Solutions (hereinafter called WES) for the performance of design and analysis services to determine the scope of improvements, energy and maintenance savings potential, and guaranteed project price for the City of Paramount, hereinafter called the PROJECT.

If CLIENT elects to proceed with the upgrades and enters a turnkey construction contract with WES within 365 days of this agreement, the amount of this proposal will be applied to WES's costs to deliver the project. Otherwise, this agreement will take effect and payment for services performed under the terms of this Agreement shall be made at a date 365 days after the execution of this agreement or when the Client elects not to proceed with a turnkey construction contract, whichever is earlier.

Specifically, WES proposes to perform the Scope of Services as outlined in PART 1 "Scope of Services" for the amount outlined in PART 2 "Cost Proposal" below, which are provided for your review, consideration, and approval.

This letter and the "Standard Conditions" attached hereto comprise the entire agreement between the CLIENT and WES. They may be altered only by Supplemental Agreement.

Thank you for contacting us to provide professional services on the subject PROJECT. Should you have questions or if additional information is required, please do not hesitate to call. Return receipt of an executed copy of this letter will serve as our contract and notice to proceed with the work.

Sincerely,



David Daniel
Vice President | Willdan
2401 E. Katella Avenue, Suite 300
Anaheim, CA 92806
619-980-2504 | ddaniel@willdan.com

_____ Consultant:	_____ Signature:	_____ Print Name:	_____ Title:	_____ Date:
_____ Client:	_____ Signature:	_____ Print Name:	_____ Title:	_____ Date:

PART 1. SCOPE OF SERVICES

1.1. PROPOSAL OBJECTIVES

The purpose for this proposal is to perform design and analysis services focused on citywide water meters, solar PV, electric vehicle charging stations, pool heating, Diesel backup generators, HVAC upgrades, and remaining LED lighting retrofits. The services will determine the scope of improvements, energy and maintenance savings potential, and a guaranteed project price.

1.2. SERVICES TO BE PROVIDED

The development and design will determine the scope of improvements, energy and maintenance savings potential, construction management plan, and guaranteed project price for the following scopes of work:

1.2.1. Upgrades to the clean-water delivery system

- 1.2.1.1. Determine appropriate advanced metering technology

- 1.2.1.2. Upgrades to the water billing platform to accommodate new reading technology

- 1.2.1.3. Upgrades to SCADA

- 1.2.1.4. Upgrades to well production facilities

1.2.2. New solar PV systems at Paramount Park, the Public Works Building, and the City Hall

1.2.3. Backup power generation for the community center and gym/pool building, and critical water and wastewater facilities

1.2.4. Electric vehicle (EV) charging stations citywide

- 1.2.4.1. Level 2 charger for fleet vehicles at the public works building

- 1.2.4.2. Level 2 chargers for staff and public parking at Paramount Park, City Hall, Progress Park, Spane Park and Salud Park

1.2.5. Paramount Park pool heating boilers

1.2.6. HVAC upgrades

- 1.2.6.1. HVAC upgrades will be proposed at Paramount Park, City Hall, Paramount Sheriff Station, Public Works building, and Well #15 pump station

Services will include:

- 1.2.7. Final scope of work and design for selected facility and infrastructure upgrades

- 1.2.8. Meter testing and evaluation following AWWA protocols

- 1.2.9. Water system billing audit and development of billing integration plan

- 1.2.10. Final energy and maintenance savings potential for each facility and infrastructure upgrade

- 1.2.11. Project funding options and support

- 1.2.12. Submission of Interconnection Applications for the solar systems

- 1.2.13. Final price for turnkey construction of project

1.3. RESPONSIBILITY OF THE CLIENT

Client agrees to provide:

- 1.3.1. As-built drawings for the existing buildings including mechanical, electrical and architectural drawings; operations and Maintenance Manuals for HVAC equipment; and utility data and/or bills for electric, gas and water back through January 2019
- 1.3.2. Access to water system billing platform for auditing and investigation
- 1.3.3. Access to pump and well production history for auditing and investigation
- 1.3.4. Access to existing SCADA systems for auditing and investigation
- 1.3.5. Scale floor plans in AutoCAD format, if available
- 1.3.6. Square footage for each site
- 1.3.7. Access to buildings for auditing and inspections
- 1.3.8. Access to key personnel to discuss facility priorities, system requirements and financial information

PART 2. COST PROPOSAL

CLIENT is under no obligation to pay for these design and analysis services provided the CLIENT implements a turnkey construction contract with WES.

If the CLIENT does *not* move forward with a turnkey construction contract with WES, CLIENT agrees to pay WES **\$50,000** for the Development and Engineering Services outlines in PART 1, Section 1.2 within 30 days of the date the CLIENT decides to not proceed with a turnkey construction project or the date 365 days after the execution of this agreement, whichever is sooner.

Thank you for considering Willdan to provide professional services. Should you have questions or if additional information is required, please do not hesitate to call.

Sincerely,



David Daniel
Vice President | Willdan

2401 E. Katella Avenue, Suite 300
Anaheim, CA 92806
619-980-2504 | ddaniel@willdan.com

STANDARD CONDITIONS

- A. **STANDARD OF CARE:** Willdan, its officers, employees, agents, partners, consultants, sub-consultants, contractors, and sub-contractors (collectively "WES") shall provide professional services to Client, its officers, directors, employees, agents, owners, members, shareholders, partners, consultants, sub-consultants, contractors, and sub-contractors, (collectively "Client") according to the agreed upon scope of services. WES will perform the services with the level of care and skill ordinarily exercised by other consultants of the same profession under similar circumstances at the time the services are performed, and in the same locality.
- B. **TITLE TO PLANS AND SPECIFICATIONS:** All drawings and specifications prepared by WES pursuant to this Agreement which WES supplies to CLIENT in accordance with this Agreement shall become the property of CLIENT. CLIENT shall indemnify, defend and hold WES and its employees harmless from and against all losses, expenses, claims and damages which result from any disclosure, use or reuse of any such items other than in connection with completing construction, maintenance, operation, modification and/or repair of the subject PROJECT.
- C. **INSURANCE AND INDEMNITY:**
1. WES or its employed professional's professional liability to the CLIENT shall be limited to the amount payable under this Agreement or one million dollars, whichever is the greater. In no case shall WES or its employed professional's professional liability to third parties be limited in any way.
 2. WES shall indemnify, defend and hold harmless CLIENT, agents, and employees (collectively, the Indemnities), from all losses, claims, liabilities, injuries, damages, and expenses, including legal fees, that the Indemnities may incur by reason of any injury or damage sustained to any person or property (including, but not limited to, any one or more of the Indemnities) to the extent proximately caused by WES's negligent acts, errors or omissions. Additionally, WES shall indemnify, defend, and hold the Indemnities harmless from all losses, claims, liabilities, injuries, damages, and expenses, including legal fees, in connection with claims by WES' employees for work-related injuries. This indemnity shall survive the termination of this Agreement and the completion of the Project.
 3. WES shall indemnify, defend, and hold harmless the Indemnities from any claim, loss, damage, liability, and expenses, including legal fees, arising from any claim, action, or other proceeding alleging that any works or services provided by WES pursuant to this Agreement or that any use, construction, manufacture, modification, or repair of real property of any works WES Agreement Proprietary and Confidential or services provided by WES pursuant to this Agreement infringes or violates any patent, copyright, trademark, trade secret, or other intellectual property right of any third party.
- D. **WARRANTEE:** WES shall be responsible, to the level of competency presently maintained by other practicing professional engineers providing the same type of services in CLIENT'S community, for the professional and technical soundness, accuracy and adequacy of all designs, drawings, specifications, and other services and materials furnished under this Agreement. WES makes no other warranty, express or implied. Construction cost estimates provided by WES will be prepared on a basis of experience and judgment, but since WES has no control over market conditions, WES cannot warrant that bids or ultimate construction costs will not vary from these cost estimates.
- E. **DISPUTES:** Any action or claims arising out of or related to this Agreement or project that is the subject of the Agreement shall be governed by California law. Good faith negotiation and mediation are express conditions precedent to the filing of any legal action. Mediation shall be conducted in accordance with the latest edition of the Construction Mediation Rules of the American Arbitration Association. The parties agree to split the mediator's fee and any filing fees equally.
- F. **ASSIGNMENT OR SUBLETTING OF CONTRACT:** Client shall not assign, transfer, or sublet any rights, duties, or interests accruing from this Agreement without the prior written consent of WES. This Agreement shall be binding upon the Client, its successors and assigns.

- G. **TERMINATION OR MODIFICATION OF AGREEMENT:** Either CLIENT or WES may terminate this Agreement by giving 30 days written notice to the other party. In such event, CLIENT shall forthwith pay WES in full for all services previously authorized and performed prior to the effective date of termination. If no notice of termination is given, relationships and obligations created by this Agreement shall be terminated upon completion of all applicable requirements of this Agreement.
- H. **PAYMENT PROCEDURE:** This agreement is contingent agreement if the Client does not elect to proceed with a turnkey construction contract. In this case, a single invoice will be issued by WES for all services performed under the terms of this Agreement at a date 365 days after the execution of this agreement or when the Client elects not to proceed with a turnkey construction contract, whichever is earlier. The Invoice is due and payable upon receipt. Such payment shall be full compensation for work performed or services rendered and for all labor, materials, supplies, equipment, and incidentals necessary to complete the work specified in the "Scope of Services". WES shall promptly pay each subcontractor, if applicable, upon receipt of payment from CLIENT, out of the amount paid to WES on account of such subcontractor's work, the amount to which said subcontractor (or sub-subcontractor) is entitled in accordance with the terms of WES's contract with such subcontractor. CLIENT shall have no obligation to pay or to be responsible in any way for payment to a contractor of WES.
- I. **DIFFERING SITE CONDITIONS:** The conditions at the site are the property of the Client/Owner regardless of whether or not they could be identified by an investigation or exploration conducted according to the professional standard of care. A "Differing Site Condition" is a subsurface, hidden, latent, or physical condition at a project site/building not revealed by the site exploration, site investigation, or other information provided to the Client and which cannot be responsibly anticipated. Special risks occur whenever engineering is applied to identifying site/building conditions. Even a comprehensive investigation according to the professional standard of care may not detect all subsurface or site/building conditions. WES shall not be liable for site/building conditions which could not be identified by such an investigation or exploration. Accordingly, the Owner/Client agrees to indemnify, including all costs and attorney fees, and hold WES harmless from all claims for Differing Site Conditions, provided WES performs the services specified in the Contract in a manner reasonably conforming to the terms of the Contract and to the Standard of Care.
- J. **EXTRA WORK:** Services not specified in the Scope of Serviced set forth in this Agreement or due to regulatory changes shall be considered "extra work." No "extra work" will be performed without additional compensation per a supplemental agreement.
- K. **FORCE MAJEURE:** The Client shall not hold WES responsible for damages or for delays in performance caused by force majeure, acts of God, or other acts or circumstances beyond the control of WES, or that could not have been reasonably foreseen and prevented including, but not limited to, fire, weather, floods, earthquakes, epidemics, war, riots, terrorism, strikes, and unanticipated site conditions.
- L. **AGREEMENT SOLEY FOR PARTIES' BENEFIT:** This agreement is solely for the benefit of WES and the Client. Nothing herein is intended in any way to benefit any third party or otherwise create any duty or obligation on behalf of WES or Client in favor of such third parties.
- M. **LIMITATION OF LIABILITY:** To the fullest extent permitted by law, WES's fee, for any and all damages or expenses arising out of this Agreement from any cause(s) or under and theory of liability. In no event shall WES be liable for consequential damages, including, without limitation, loss of use or loss of profits, incurred by Client or its subsidiaries or successors, regardless of whether such damages are caused by breach of contract, willful misconduct, negligent act or omission, or other wrongful act of either of them.