

REGULAR MEETING STARTS AT 6:00 PM

Mayor Dan Epperson

Vice Mayor Rodney Plamondon

Council Member Dominic Atlan

Council Member Stacy Rhoades

Council Member Diane Wratten

**DUE TO THE GOVERNOR'S EXECUTIVE ORDER N-25-20, THE CITY OF IONE
WILL BE CONDUCTING ITS MEETING IN PERSON
AT 1 E. MAIN STREET, IONE, CA 95640
AND VIA ZOOM**

City of Ione is inviting you to a scheduled Zoom meeting.

Join Zoom Meeting

<https://zoom.us/j/2351961316?pwd=d3lWtW0zbVJLbIpQNXBDQWtpZkRyUT09>

Meeting ID: 235 196 1316

Passcode: 95640

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Passcode: 95640

Find your local number: <https://zoom.us/j/2351961316?pwd=d3lWtW0zbVJLbIpQNXBDQWtpZkRyUT09>

Tuesday, November 1, 2022

1 E. Main Street

Ione, CA 95640

**THE CITY OF IONE IS A GENERAL LAW CITY DEDICATED TO
PROVIDING LEADERSHIP, ACCOUNTABILITY, AND FISCAL INTEGRITY
WHILE PROMOTING ECONOMIC OPPORTUNITIES AND MAINTAINING
A HIGH QUALITY OF LIFE FOR OUR CITIZENS**

PLEASE LIMIT PUBLIC COMMENT/TESTIMONY TO FOUR MINUTES

Gov't. Code §54954.3

The Ione City Council welcomes, appreciates, and encourages participation in the City Council Meeting. The City Council reserves the right to reasonably limit the total time for public comment on any particular noticed agenda item as it may deem necessary.

Full staff reports and associated documents are available for public review at the Office of the City Clerk, City Hall, 1 E. Main Street, Ione, CA. Hard copies may be obtained for \$3.60 for pages 1-5 and \$.45 for each additional page. Documents that are not available when the agenda is posted will be made available for public review at the meeting.

AGENDA

A. ROLL CALL

B. PLEDGE OF ALLEGIANCE

C. APPROVAL OF AGENDA

D. PRESENTATIONS/ANNOUNCEMENTS: None

E. PUBLIC COMMENT: **EACH SPEAKER IS LIMITED TO 4 MINUTES**

NOTE: This is the time for members of the public who wish to be heard on matters that do not appear on the Agenda. Persons may address the City Council at this time on any subject within the jurisdiction of the Lone City Council.

*Please be mindful of the **4 minute time limit per person**. Pursuant to the Brown Act, the City Council may not take action or engage in a detailed discussion on an item that does not appear on the Agenda. However, matters that **require Council action will be referred to staff for a report and/or recommendation for possible action at a future Council meeting. Is there anyone in the audience who wishes to address the Council at this time?***

F. CONSENT CALENDAR:

1. Approval of Minutes – September 20, 2022, and October 4, 2022

Notice to the Public: *All matters listed under this category are considered to be routine and will be enacted by one motion. Any item may be removed for discussion and possible action and made a part of the regular agenda at the request of a Council Member(s).*

G. PUBLIC HEARING: None

H. REGULAR AGENDA:

2. Adopt Resolution 2022-24 Approving Cal Fire Matching Grant for \$9,800
3. Authorize the City Manager to sign Groundwater Monitoring Agreement with Dellavalle Labs
4. Authorize the City Manager to sign Agreement with KD Horsemanship for Host of Ed Hughes Memorial Arena and Caretaker of Howard Park
5. Authorize the City Manager to sign Agreement with El Dorado Disc Sports Foundation
6. Accept Resignation of City Treasurer, Chris Hancock and Discussion of options to fill the Treasurer's position

I. REPORTS AND COMMUNICATIONS FROM CITY MANAGER

J. COUNCIL COMMENTS/COMMITTEE REPORTS/FUTURE AGENDA ITEMS

K. CLOSED SESSION:

- Conference with Legal Counsel-Existing Litigation: Section 54956.9 of the Government Code-Amador Court Case Number 22-CV-12824 – Amador Regional Sanitation Authority (ARSA) v City of Ione and California Department of Corrections and Rehabilitation (CDCR)
- Pursuant to Government Code Section 54956.8 with Real Property Negotiator: APN 004-151-012; Negotiation Parties: Helen Ninnis and Loreta Tillery; Agency Negotiator: Michael Rock, City Manager
- Conference with Legal Counsel-Existing Litigation: Section 54956.9 of the Government Code – Amador Court Case Number 22-CV-12691 – McGraw v City of Ione
- Pursuant to Government Code 54957.9 – Public Employee Performance Review – City Manager

L. ADJOURNMENT

NOTICE REGARDING CHALLENGES TO DECISIONS

Pursuant to all applicable laws and regulations, including without limitation, California Government Code Section 65009 and or California Public Resources Code Section 21177, if you wish to challenge in court any of the above decisions (regarding planning, zoning and/or environmental decisions), you may be limited to raising only those issues you or someone else raised at the public hearing(s) described in this notice/agenda, or in written correspondence delivered to the City at, or prior to, this public hearing.

ADA COMPLIANCE STATEMENT

In compliance with the American with Disabilities Act, if you need special assistance to participate in this meeting, please contact City Clerk Janice Traverso at (209) 274-2412, ext. 102. Notification 24 hours prior to the meeting will enable the City to make reasonable arrangements to ensure accessibility to this meeting.

CITY OF IONE COUNCIL MEETING MINUTES
Meeting of Tuesday, September 20, 2022

Mayor Epperson called meeting to order at 6:00 PM

A. ROLL CALL:

Present: Dan Epperson, Mayor
Rodney Plamondon, Vice Mayor
Dominic Atlan, Councilmember
Stacy Rhoades, Councilmember
Diane Wratten, Councilmember
Staff: Michael Rock, Interim City Manager
Carolyn Walker, Deputy City Attorney
Janice Traverso, City Clerk
Chris Hancock, City Treasurer

B. PLEDGE OF ALLEGIANCE:

Mayor Epperson led the Pledge of Allegiance.

C. APPROVAL OF AGENDA:

It was moved by Councilmember Rhoades, seconded by Vice Mayor Plamondon and carried to approve the agenda with the addition of introduction of Executive Assistant to Presentations/Announcements.

AYES: Epperson, Plamondon, Atlan, Rhoades, Wratten

NOES: None

ABSENT: None

ABSTAIN: None

D. PRESENTATIONS/ANNOUNCEMENTS:

- Justin Howard, Executive Director of ACRA – Report on Recreational Activities and Program – Presentation was continued to a future meeting.
- Michael Rock, City Manager introduced Jordan Doerksen and as the new Executive Assistant.

E. PUBLIC COMMENT:

- Greg Morris commented that the following actions by the City Council needs to be explained to the public:
 - The hiring of the Interim City Manager by Council when the Interim City Manager/Finance Manager was fired.
 - The City using the Sacramento Bee for public notices instead of the local newspaper, which is against the law.
 - The former caretaker at the Ed Hughes Memorial Arena that is now being sued by the City.
- Larry McKenney, General Manager, Amador Water Agency addressed concerns about water quality in Ione as published in the local newspaper. The chemicals discussed in the article, mainly the PFA's, is an issue in drinking water almost everywhere, but PFA's are not an issue for Amador Water Agency's drinking water.

We do have a water treatment plant capacity problem, but the treated water that we do produce is of excellent quality.

- Mark Tresner, I also read the article in the local paper and understand it is not in our drinking water, but is in our groundwater. If there is a problem with the groundwater used on the golf course, I would like the City to look into it and find out what is going on.
- Larry Rhoades, the water in all the wells and soil should be tested, including where the new houses in Castle Oaks are being built. The City has been covering this up contamination forever and it should be investigated.

F. CONSENT CALENDAR:

It was moved by Councilmember Rhoades, seconded by Councilmember Wratten and carried to approve the following Consent Calendar:

1. Receive and File August 2022 Financial Reports
2. Adoption of Resolution No. 2022-20 Prohibiting Parking on a Portion of Main Street during the Harvest Fair – October 1, 2022

AYES: Epperson, Plamondon, Atlan, Rhoades, Wratten

NOES: None

ABSENT: None

ABSTAIN: None

G. PUBLIC HEARING: None

DISCUSSION ITEMS:

For the record: Action minutes provide the necessary documentation of City Council action. Audio recordings are retained for those desiring more detail on particular agenda item discussions. These audio recordings provide an accurate and comprehensive backup of City Council deliberations and citizen discussions.

H. REGULAR AGENDA:

3. Discuss and Consider Appointing Michael Rock as the next City Manager of Lone and Authorize the Mayor to sign the City Manager Employment Agreement – HR Dynamics and Performance Management, Inc. performed the executive level evaluation of six of the eight applications submitted for the City Manager position. HR Dynamics recommended that the top three candidates be interviewed. The City Council created a Citizens Interview Panel, which interviewed the top two positions—the third candidate was offered a City Manager position in another state. Councilmember Rhoades suggested that the appointment of City Manager should wait until after the election.

The following individuals commented on the Employment Agreement for Mr. Rock:

- Greg Morris commented that the salary offered to Mr. Rock is \$40,000 to \$50,000 higher than other City Manager's in the County
- Questioned how Mr. Rock's retirement would be affected by his appointment.

The following individuals suggested that the appointment of City Manager be continued until after the election:

- Oral Custer
- Milt Thomas
- Larry Rhoades
- Mark Tresner
- David Livingstone
- Jim Scully

After comments by the Council, it was moved by Councilmember Atlan, seconded by Councilmember Wratten and carried to appoint Mr. Rock as the City Manager for the City of Lone and approve the Employment Contract.

AYES: Epperson, Plamondon, Atlan, Wratten

NOES: Rhoades

ABSENT: None

ABSTAIN: None

4. Consider Adopting Resolution No. 2022-19 Designating Certain Employees as Code Enforcement Officials and Adopting Safety Standards Policies – The proposed resolution will update the designated employees to reflect current City staffing and organization structure in 2022. Exhibit A contains new safety standards for Code Enforcement Officials pursuant to SB 296. Exhibit B was approved by the Governor in 2021 and amended the Penal Code to create a state-mandated local program requiring each local jurisdiction that employs code enforcement officers to develop safety standards for them. It was moved by Vice Mayor Plamondon, seconded by Councilmember Wratten and carried to adopt Resolution No. 2022-19.

AYES: Epperson, Plamondon, Atlan, Rhoades, Wratten

NOES: None

ABSENT: None

ABSTAIN: None

5. Report on the League of California Cities Annual Conference – Mayor Epperson, Vice Mayor Plamondon, Councilmember Rhoades and Councilmember Wratten reported on Information they received at the Annual Conference.

I. REPORTS AND COMMUNICATIONS FROM CITY MANAGER:

- State setting up a new Investment Fund separate from LAIF
- Web page design has been narrowed to three companies
- Groundwater Monitoring contract has been narrowed to three companies and will be presented to Council at the second meeting in October.
- Caltrans promised that the Main Street Drainage Project will be done by the end of October.
- The Audit for Fiscal Year 2019/2020 will be presented to the Council by the end of the year. The Audit for Fiscal Year 2020/2021 will be presented in the Spring of 2023.
- The State has updated the marketing brochure for the Preston Property.

- Asked Council if they were interested in a Town Hall meeting at the end of October, please let the City Manager know.
- Creek has been cleaned and they are looking for a contractor to do the excavation.
- ACUSD will be meeting September 21, 2022 regarding Measure H at Lone Junior High

J. COUNCIL COMMENTS/COMMITTEE REPORTS/FUTURE AGENDA ITEM:

- Councilmember Rhoades asked that the parking on Main Street be added to the next agenda.
- Mayor Epperson attended the ACRA Meeting:
 - There are different activities in Lone and ACRA is working on adding more events.
 - Nexus fees are still available for Lone –Park & Recreation Commission is aware of the funds.

K. CLOSED SESSION: Councilmember Rhoades recused himself from Closed Session.

- Pursuant to Government Code Section 54956.8 with Real Property Negotiator: APN 004-151-012; Negotiation Parties: Helen Ninnis and Loreta Tillery; Agency Negotiator: Michael Rock, Interim City Manager
- Pursuant to Government Code Section 54947.9 – Public Employee Performance Review – City Attorney
- Conference with Legal Counsel – Anticipated Litigation: Significant Exposure to Litigation Pursuant to Paragraph (2) of Section 54956.9 of the Government Code – Two (2) Cases
- Conference with Legal Counsel-Existing Litigation: Section 54956.9 of the Government Code – Amador Court Case Number 22-CV-12691 – McGraw v City of Lone

L. DISPOSITION OF CLOSED SESSION ITEMS: Mayor Epperson reported the following:

- Pursuant to Government Code Section 54956.8 with Real Property Negotiator: APN 004-151-012; Negotiation Parties: Helen Ninnis and Loreta Tillery; Agency Negotiator: Michael Rock, Interim City Manager – **Information received and direction given to staff.**
- Pursuant to Government Code Section 54947.9 – Public Employee Performance Review – City Attorney – **Information received and direction given to staff.**
- Conference with Legal Counsel – Anticipated Litigation: Significant Exposure to Litigation Pursuant to Paragraph (2) of Section 54956.9 of the Government Code – Two (2) Cases – **1a – Information received 1b – Information received and direction given to staff.**
- Conference with Legal Counsel-Existing Litigation: Section 54956.9 of the Government Code – Amador Court Case Number 22-CV-12691 – McGraw v City of Lone – **Information received and direction given to staff.**

M. ADJOURNMENT:

It was moved by Councilmember Wratten, seconded by Vice Mayor Plamondon and carried to adjourn the meeting.

Respectfully submitted,

Janice Traverso, City Clerk

CITY OF IONE COUNCIL MEETING MINUTES
Meeting of October 4, 2022

Mayor Epperson called meeting to order at 6:00 PM

A. ROLL CALL:

Present: Rodney Plamondon, Vice Mayor
Dominic Atlan, Councilmember
Stacy Rhoades, Councilmember
Diane Wratten, Councilmember
Absent: Dan Epperson, Mayor
Staff: Michael Rock, Interim City Manager
Carolyn Walker, Deputy City Attorney
Janice Traverso, City Clerk
Chris Hancock, City Treasurer

B. PLEDGE OF ALLEGIANCE:

Vice Mayor Plamondon led the Pledge of Allegiance.

C. APPROVAL OF AGENDA:

It was moved by Councilmember Wratten, seconded by Councilmember Rhoades and carried to approve the agenda as written.

AYES: Plamondon, Atlan, Rhoades, Wratten

NOES: None

ABSENT: Epperson

ABSTAIN: None

D. PRESENTATIONS/ANNOUNCEMENTS: None

E. PUBLIC COMMENT:

- Gary Thomas – The road on Shakeley Lane from the Chevron Station to ACE Hardware is an eyesore and safety issue. It is very dark at night and that section is very dangerous. I would like staff to possibly fix the safety issue.
- Tommy Quinn commented:
 - Thanked the Police Department for the great dinner as a fundraiser October 1, 2022
 - Complained about the American flags displayed at Don Luis Restaurant and their condition—either take them down or have them cleaned—it is about patriotism and that is not.
- Mark Tresner – concerned about the project at 31 E. Main, which a 6-plex is being built and only 3 parking spaces available on the property, the other parking will be available on the street. It seems like there are a lot of codes that are being violated, setbacks, parking requirements and height requirements. I have asked for a copy of the Building Permit, but have not received a copy. Michael Rock commented that this project is being referred to the Planning Commission so there will be a full review of that project and we will get back to you directly.
- Hank DeVore – the bush at the corner of South Sacramento and West Jackson Street needs trimming, it is blocking the view of the cross traffic.

- Andy Aguilera commented on the following:
 - A political flyer from Dominic Atlan, candidate for City Council with the return address as 1 E. Main Street—do not think that is legal and he does not have an office at City Hall.
 - The recent article written by Dominic Atlan in the Ledger Dispatch.
- Jack Mitchell, Publisher, Ledger Dispatch commented that it is Mr. Atlan's right to publish information in the newspaper and it is my duty to publish it.
- Larry Rhoades – The City is supposed to be testing quarterly for BOC's and I have not seen the tests in the quarterly Monitoring Reports.

F. CONSENT CALENDAR:

It was moved by Councilmember Atlan, seconded by Councilmember Wratten and carried to approve the following Consent Calendar:

1. Approval of Minutes: September 6, 2022
2. Adoption of Resolution No. 2022-21 – Conflict of Interest Code
3. Accept the Resignation of Lone Creek Committee Member Frank Vargas and Authorize the City Clerk to Advertise for Replacement

AYES: Plamondon, Atlan, Rhoades, Wratten

NOES: None

ABSENT: Epperson

ABSTAIN: None

G. PUBLIC HEARING: None

DISCUSSION ITEMS:

For the record: Action minutes provide the necessary documentation of City Council action. Audio recordings are retained for those desiring more detail on particular agenda item discussions. These audio recordings provide an accurate and comprehensive backup of City Council deliberations and citizen discussions.

H. REGULAR AGENDA:

4. Authorize the City Manager to sign an Agreement with HdL for Sales and Use Tax Reporting and Audit Services – The primary objectives for pursuing the RFP was to:
 - Maintain the enhance the City's general revenue base.
 - Ensure complete and accurate remittance of sales and use taxes through audits, compliance reviews, and education/training
 - Receive regular and timely updates of trends and legislation impacting the City's revenue sources
 - Receive assistance in projecting future revenues
 - Receive written, electronic, and verbal economic analysis and meaningfully organized reports
 - Have a partner that is available to consult on miscellaneous revenue-related questions, as needed

After discussion by Council, it was moved by Councilmember Atlan, seconded by Councilmember Wratten and carried to approve the Agreement with HdL for Sales and Use Tax Reporting and Audit Services for an amount not to exceed \$25,000.

AYES: Plamondon, Atlan, Rhoades, Wratten

NOES: None

ABSENT: Epperson

ABSTAIN: None

5. Authorize the City Manager to sign an Agreement with Amador Central Railroad Company to Lease the Train Depot Building – At the September 6, 2022 meeting, Council directed staff to prepare a Lease Agreement based on the desire of ACRC to have immediate access to the property. If ACRC (Amador Central Railroad Corporation) is to own the building, a lot line adjustment would have to be approved by the Planning Commission first and that will take several months. We would like to add one more sentence to the agreement, “We would promise to sell ACRC the property once the lotsplit is done for \$1.00”. The surveyor is working on the property description. Councilmember Rhoades commented that the City does not own the building, it is owned by someone else, but the City does own the land.

Mr. Leonard Williams, ACRC commented that the Board reviewed the agreement and because it is missing the clause that we wanted in it and with all the conditions, which I don't know why anybody would sign this agreement; what we are thinking now, is we have a meeting set on December 10 to meet with the engineer/surveyor, and if there is a planned meeting for the Planning Commission after that, Mr. Rock said this would be possibly resolved and the sale would take place by the first of the year. If this is going to happen, we would rather forego the lease agreement at this time and just go for the purchase price. Also, at the meeting last week, Mr. Rock said he was going to have Ken Mackey cover the depot, which is most important to us to keep the rain out. If the City is going to be responsible for covering the roof, we would rather step back, let the lease agreement go and wait for the purchase at the first of year. The clause that we wanted in the Lease Agreement was the option on to buy the depot between December 1 and December 31st thereby concluding this by the first of the year.

After discussion by the Council, it was moved by Councilmember Atlan, seconded by Councilmember Wratten to consider the City Manager to sign an Agreement with ACRC to Lease the Depot Building. The motion died.

It was moved by Councilmember Atlan, seconded by Councilmember Wratten and carried to table this item and have more discussions with City staff and ACRC.

AYES: Plamondon, Atlan, Rhoades, Wratten

NOES: None

ABSENT: Epperson

ABSTAIN: None

6. Amend the Salary Schedule to add (1) Administrative Analyst and (1) Building Official and delete the Management Analyst position - The City needs a full time and permanent Building Official/Code Enforcement Officer, who is responsible for all new construction and remodel permit inspections and for Code Enforcement throughout the City. After discussion, it was moved by Councilmember Wratten, seconded by Councilmember Rhoades and carried approve the new job specifications for the Administrative Analyst and Building Official/Code Enforcement Officer.

AYES: Plamondon, Atlan, Rhoades, Wratten

NOES: None

ABSENT: Epperson

ABSTAIN: None

I. REPORTS AND COMMUNICATIONS FROM CITY MANAGER:

- John Alfred, Police Chief reported:
 - Police Foundation Dinner raised \$43,390.81
 - Police Chief will be looking at enforcing parking on Main Street
- Michael Rock, City Manager reported:
 - Met with the developers of the Castle Oaks Commercial Property—proposing: hotel, gas station, grocery store, drive thru coffee shop and restaurant and possible medical complex, storage units and hair salon.
 - Set up a meeting between Amador County Economic Development Committee—Mayor Epperson and Councilmember Atlan-- to meet with the downtown merchants
 - Lou Yager is scheduled to be in the creek this week with his excavator to finish creek cleaning for this year.

J. COUNCIL COMMENTS/COMMITTEE REPORTS/FUTURE AGENDA ITEM:

- Councilmember Atlan reported:
 - Caltrans will be anticipating starting the Main Street project by November 18, 2022
 - Argonaut High School Girls Golf Team became League Champions-1st Time in History.
- Vice Mayor Plamondon asked for an update on the Softball Contract.

K. CLOSED SESSION: Councilmember Rhoades recused himself from Closed Session.

- Pursuant to Government Code Section 54956.8 with Real Property Negotiator: APN 004-151-012; Negotiation Parties: Helen Ninnis and Loreta Tillery; Agency Negotiator: Michael Rock, Interim City Manager
- Pursuant to Government Code 54957.9 – Public Employee Performance Review – City Manager
- Conference with Legal Counsel – Anticipated Litigation: Significant Exposure to Litigation Paragraph (2) of Section 54956.9 of the Government Code – Two (2) Cases – Alison LaFayne (J-Bouldin West, LLC)
- Conference with Legal Counsel-Existing Litigation: Section 54956.9 of the Government Code – Amador Court Case Number 22-CV-12691 – McGraw v City of Lone

- Conference with Legal Counsel-Existing Litigation: Section 54956.9 of the Government Code-Amador Court Case Number 22-CV-12824 – Amador Regional Sanitation Authority (ARSA) v City of Ione and California Department of Corrections and Rehabilitation (CDCR)

L. DISPOSITION OF CLOSED SESSION ITEMS: Vice Mayor Plamondon reported the following:

- Pursuant to Government Code Section 54956.8 with Real Property Negotiator: APN 004-151-012; Negotiation Parties: Helen Ninnis and Loreta Tillery; Agency Negotiator: Michael Rock, Interim City Manager – Direction was given to staff.
- Pursuant to Government Code 54957.9 – Public Employee Performance Review – City Manager – **Information received from staff.**
- Conference with Legal Counsel – Anticipated Litigation: Significant Exposure to Litigation Paragraph (2) of Section 54956.9 of the Government Code – Two (2) Cases – Alison LaFayne (J-Bouldin West, LLC) – **Direction was given to staff.**
- Conference with Legal Counsel-Existing Litigation: Section 54956.9 of the Government Code – Amador Court Case Number 22-CV-12691 – McGraw v City of Ione – **Information received.**
- Conference with Legal Counsel-Existing Litigation: Section 54956.9 of the Government Code-Amador Court Case Number 22-CV-12824 – Amador Regional Sanitation Authority (ARSA) v City of Ione and California Department of Corrections and Rehabilitation (CDCR) – **Direction given to staff.**

M. ADJOURNMENT:

It was moved by Councilmember Wratten, seconded by Councilmember Atlan and carried to adjourn the meeting.

Respectfully submitted,

Janice Traverso
City Clerk

Agenda Item

#2

DATE: November 1, 2022

TO: Mayor Epperson and City Council

FROM: Ken Mackey, Fire Chief

SUBJECT: Adoption of Resolution #2022-24 accepting Cal Fire Grant

RECOMMENDED ACTION:

Adopt Resolution #2022-24 accepting Cal Fire 50/50 Grant

FISCAL IMPACT:

This is a 50/50 grant, meaning that the City must match the Cal Fire Grant of \$9,800. This is in the FY 2022/23 Budget Account Code 1111-75-6119. Total expenditures will be \$19,600.

BACKGROUND:

CALFIRE provides this grant opportunity for local volunteer & combination fire departments that respond to them as cooperators, to assist with fire equipment, communications, and Personnel protective clothing, to assure safety and provide the highest levels of service in suppression and protection during wild fires.

We will be purchasing:

40 sets of Single Layer Wild land pants that will speed up responses for personnel and provide updated protection

10 new wild land fire shelters for firefighter survival and shelter deployment

3 sets of Structural Turn out gear (Personnel Protective Equipment) PPE

ATTACHMENTS:

- Resolution

RESOLUTION NO. 2022-24

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF IONE
COUNTY OF AMADOR APPROVING THE DEPARTMENT OF FORESTRY
AND FIRE PROTECTION AGREEMENT**

IN THE MATTER OF: Resolution No. 2022-24 Approving the Department of Forestry and Fire Protection Agreement #7GF22307 for services from the date of last signatory on Page 1 of the Agreement to June 30, 2023 under the Volunteer Fire Assistance Program of the Infrastructure Investment and Jobs Act of 2021.

BE IT RESOLVED by the City Council of the City of Ione, that said Board does hereby approve the Agreement with the California Department of Forestry and Fire Protection dated as of the last signature date on Page 1 of the Agreement, and any amendments thereto. This Agreement provides an award, during the term of this Agreement, under the Volunteer Fire Assistance Program of the Infrastructure Investment and Jobs Act of 2021 during the State Fiscal Year 2022-23 up to and no more than the amount of \$9,800.

BE IT FURTHER RESOLVED Michael Rock, City Manager of said Board be and hereby is authorized to sign and execute said Agreement and any amendments on behalf of the City of Ione.

The foregoing resolution was duly passed and adopted by the City Council of the City of Ione at their regular meeting held on November 1, 2022 by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

Dan Epperson, Mayor

Attest:

Janice Traverso, City Clerk

I, Janice Traverso, City Clerk of the City of Ione, County of Amador, California do hereby certify that this is a true and correct copy of the original Resolution No. 2022-24.

WITNESS MY HAND OR THE SEAL OF THE City of Ione, on 1st day of November, 2022.

Signature

Janice Traverso, City Clerk of the City of Ione

California Department of Forestry and Fire
Protection 2022-2023 Application for Funding
Cooperative Forestry Assistance Act of 1978
Rural Fire Capacity (RFC) Program
Agreement # 7GF22307



A. Department/Organization

Organization Name: City Of Ione Fire Department

Contact's First Name: Ken

Contact's Last Name: Mackey

Street Address: 600 Preston Ave

Mailing Address: PO BOX 398

City: Ione

County: Amador

Zip Code: 95640

State: California

CAL FIRE Unit: AEU - Amador-El Dorado Unit



Phone Number: (209) 256-4498

Email Address: kmackey@ione-ca.com

DUNS Number: 030444835

To check to see what your DUNS Number is, or to apply for one, please
visit the [DUNS Number web page](#).

B. Area to be served by award (include areas covered by contract or written mutual aid agreements).

Number of Communities: 4

Area: 100.00 square miles

Congressional District #: CA-#4

Population: 8,000

Annual Budget: \$ 250.00

Latitude N 38 ° 35 ' 27 "

Longitude W 120 93 27 "

(Latitude must be between 32 and 42 degrees. Longitude must be between 114 and 125 degrees. Latitude and Longitude minutes and seconds must be between 0 and 60. Use a central point in the Applicant's service area for the general area covered by the project).

All projects **MUST** have a project area.

C. Activity: Annual number of emergency incidents.

Fire: 90 + EMS: 875 + Other: 453 = Total: 1418

D. Indian Tribal Community (If project includes an Indian Tribal Community, please provide):

Population: Size (acres): # of structures:

Distance to nearest fire station (miles):

CAL FIRE USE ONLY (Formula-driven)

Total Application Request (up to 50%; \$500 minimum, \$20,000 maximum)

Project Total Cost: \$ 19,600.00

Amount Funded for this Agreement: \$9,800.00 *ME*

E. Proposed Project (List individual items for funding. Include tax and shipping in unit cost):

| Type | Item | Quantity | Unit Cost | Item Total |
|---------------------------|------------------------|----------|-------------|-------------|
| 1. Equipment - Wildland | Single Layer Pants | 40 | \$ 190.00 | \$ 7,600.00 |
| 2. Equipment - Wildland | Fire Shelters | 10 | \$ 450.00 | \$ 4,500.00 |
| 3. Equipment - Structural | structure turnouts PPE | 3 | \$ 2,500.00 | \$ 7,500.00 |
| 4. | | | | \$ 0.00 |
| 5. | | | | \$ 0.00 |
| 6. | | | | \$ 0.00 |
| 7. | | | | \$ 0.00 |
| 8. | | | | \$ 0.00 |
| 9. | | | | \$ 0.00 |
| 10. | | | | \$ 0.00 |
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| 14. | | | | \$ 0.00 |
| 15. | | | | \$ 0.00 |
| 16. | | | | \$ 0.00 |
| 17. | | | | \$ 0.00 |
| 18. | | | | \$ 0.00 |
| 19. | | | | \$ 0.00 |
| 20. | | | | \$ 0.00 |
| 21. | | | | \$ 0.00 |
| 22. | | | | \$ 0.00 |

F. CAL FIRE USE ONLY (Formula-Driven)

Project Total Cost: \$ 19,600.00

G. Additional Information. 1. Briefly describe the area to be served: fire protection system, water system, equipment, facilities, staffing, hazards, etc. and purpose of proposed project. 2. How will the request(s) maintain or bring your organization into compliance with NFPA 1977? (Limited to space below)

The City of Lone is located in the foothills and is surrounded by SRA wildland, The city of Lone responds outside the city limits into 4 other jurisdictions as well as the rest of the county as needed, responds to strike teams, auto and mutual aid agreements and inside 3 state prisons that are all in the SRA, at approx 120 sq miles of Initial Attack response area.

The city itself has two stations, 5 type 1's 3 type 3's 1 Type 1 Water Tender 1 ladder truck, Our city is protected by a class 1 water system with hydrants every 300 ft, all new buildings are sprinklered and meet the WUI standards. One station is staffed 24/7 with 2/0 backed up by 39 volunteers the other station is staffed by volunteers, all personnel are trained to the required 60 hours and RT130.

We have the only High hazard under Cal Fire map of severity zone located on the east side the of the Cal Fire Training center. Hazards: 3-Schools, Water and Waste water treatment facilities, Cal Fire training center, 3 state prisons, CalTrans maint facility.

** This project will assist our personnel with meeting the new Cal Fire standards for single layer wild land clothing, Replace old or damaged fire shelters to insure that we are in continued compliance

In addition to the original request(s), Applicants may list alternative projects for excess or unused funds, which the State will review during the initial application process. The State will determine which of the Applicant's projects are eligible for funding if excess or unused funds become available. Upon advance written approval by the State, the applicant may use additional/excess funding up to the contract maximum amount to purchase State approved items in listed order of priority on their application.

Deviations from the original application are considered an amendment and require prior approval before the amended expenditures can be made.

The funds will be only for those projects accomplished and/or items purchased between Agreement Approval Date and June 30, 2023. The Recipient agrees to provide CAL FIRE with itemized documentation of the Agreement project expenditures and bill CAL FIRE as soon as the project is complete, but no later than September 1, 2023.

The Recipient gives CAL FIRE or any authorized representative access to examine all records, books, papers, or documents relating to the Agreement. The Recipient shall hold harmless CAL FIRE and its employees for any liability or injury suffered through the use of property or equipment acquired under this Agreement. The applicant certifies that to the best of the applicant's knowledge and belief, the data in this application is true.

I certify that the above and attached information is true and correct:


Original Signature Required: Grantee's Authorized Representative

Printed Name: Ken A. Mackey

Executed on: 05/04/2022

Date

at Lone

05/04/2022

Date Signed

Title: Fire Chief

City

Organization Name: City Of Lone Fire Department

Grant Assurances for Cooperative Forestry Assistance Act of 1978
Rural Fire Capacity (RFC)

Organization Name: City Of Ione Fire Department

Contact's First Name: Ken

Contact's Last Name: Mackey

Street Address: 600 Preston Ave

Mailing Address: PO BOX 398

City: Ione

County: Amador

Zip Code: 95640

State: California

CAL FIRE Unit: AEU - Amador-El Dorado Unit



Phone Number: (209) 256-4498

Email Address: kmackey@ione-ca.com

DUNS Number: 030444835

As the duly authorized representative of the applicant, I certify that the applicant named above:

1. Has the legal authority to apply for the Rural Fire Capacity grant, of the Cooperative Forestry Assistance Act of 1978 and has the institutional, managerial and financial capability to ensure proper planning management, and completion of the grant.
2. Will assure that grant funds are used only for items requested and approved in the application.
3. Assures that all wildland fire response employees (full-time, part-time, or volunteer) are fully equipped with appropriated wildland fire response personal protective equipment that meets NFPA 1977, *Standard on Protective Clothing and Equipment for Wildland Fire Fighting*, and are trained to a proficient level in the use of the personal protective equipment. Wildland fire suppression safety clothing, and equipment includes:
 - Safety helmet
 - Goggles
 - Ear Protection
 - Fire-resistant (i.e. Nomex) hood, shroud, or equivalent face and neck protection
 - Fire-resistant (i.e. Nomex) shirt and pants
 - Gloves
 - Safety work boots
 - Wildland fire shelter
 - Communications Equipment
4. Will initiate and complete the work within the applicable time frame after receipt of approval of the awarding agency.

5. Will establish safeguards to prohibit employees from using their positions for a purpose that constitutes or presents the appearance of personal or organizational conflict of interest, or personal gain for themselves or others, particularly those with whom they have a family, business or other ties.
6. Will comply with all applicable requirements of all other Federal laws, Executive orders, regulations, Program and Administrative requirements, policies, and other requirements governing this program.
7. Will comply with USDA Forest Service Civil Rights requirements.

See the Forest Service Civil Rights literature on their web page.

8. Understands that failure to comply with any of the above assurances may result in suspension, termination, or reduction of grant funds.

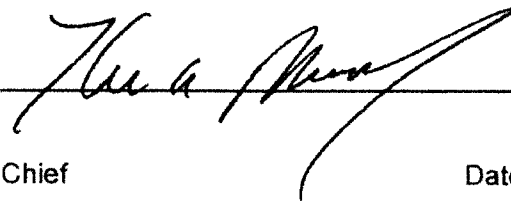
☒ In compliance with NFPA 1977 and trained in the use of Wildland PPE.

☐ Not in compliance with NFPA 1977, but applying for grant funding to purchase Wildland PPE and/or provide required training.

The undersigned represents that he/she is authorized by the above named applicant to enter into this agreement for and on behalf of the said applicant.

Printed Name of Authorized Agent: Ken A. Mackey

Signature of Authorized Agent:



Title of Authorized Agent: Fire Chief

Date: 5/4/2022

Submission requires an unsigned and signed application.

1. Please complete and save an unsigned application.
2. In addition, please **sign and date** an application (electronic or wet signature OK).
3. On one email, please attach both the **unsigned** and **signed** applications and submit to CALFIRE.GRANTS@FIRE.CA.GOV.

Electronic copies must be submitted by May 4, 2022 at 11:59pm.

State of California
Department of Forestry and Fire Protection (CAL FIRE)
Cooperative Fire Protection
GRANT AGREEMENT

APPLICANT:

PROJECT TITLE: Volunteer Fire Assistance

GRANT AGREEMENT: 7GF22307

PROJECT PERFORMANCE PERIOD is from date upon approval through June 30, 2023.

Under the terms and conditions of this Grant Agreement, the applicant agrees to complete the project as described in the project description, and the State of California, acting through the Department of Forestry & Fire Protection, agrees to fund the project up to the total state grant amount indicated.

PROJECT DESCRIPTION: Cost-share funds awarded to provide assistance to rural areas in upgrading their capability to organize, train, and equip local forces for fire protection.

Total State Grant not to exceed \$ **\$9,800.00** (or project costs, whichever is less).

**The Special and General Provisions attached are made a part of and incorporated into this Grant Agreement.*

STATE OF CALIFORNIA
DEPARTMENT OF FORESTRY
AND FIRE PROTECTION

| | |
|--|--|
| _____ Applicant | _____ By |
| By Signature of Authorized Representative | By Title: Matthew Sully Staff Chief, Cooperative Fire Programs |
| Title | Date |
| Date | Date |

CERTIFICATION OF FUNDING

| | | |
|---------------------------------|----------------------------------|--|
| GRANT AGREEMENT NUMBER | PO ID | SUPPLIER ID |
| FUND 0001 | FUND NAME General Fund | |
| PROJECT ID 354022DG2012147 | ACTIVITY ID SUBGNT | AMOUNT OF ESTIMATE FUNDING \$ \$9,800.00 |
| GL UNIT 3540 | BUD REF 001 | CHAPTER 43 |
| PROGRAM NUMBER 9999000FED | ENY 2022 | ADJ. INCREASING ENCUMBRANCE \$ 0.00 |
| ACCOUNT 5340580 | ALT ACCOUNT 5340580002 | ADJ. DECREASING ENCUMBRANCE \$ 0.00 |
| REPORTING STRUCTURE 35409206 | SERVICE LOCATION 92733 | UNENCUMBERED BALANCE \$ \$9,800.00 |

I hereby certify upon my personal knowledge that budgeted funds are available for this encumbrance.

Signature of CAL FIRE Accounting Officer

Date

**VOLUNTEER FIRE ASSISTANCE PROGRAM
TERMS AND CONDITIONS**

DEPARTMENT OF FORESTRY AND FIRE PROTECTION

STATE OF CALIFORNIA
Natural Resources Agency

Agreement for the Volunteer Fire Assistance Program of the
Cooperative Forestry Assistance Act

THIS AGREEMENT, made and entered between the STATE of California, acting through the Director of the Department of Forestry and Fire Protection hereinafter called "STATE", and City of Ione hereinafter called "LOCAL AGENCY", covenants as follows:

RECITALS:

1. STATE has been approved as a passthrough agent of the United States Department of Agriculture, (USDA), Forest Service for the purpose of administering the Volunteer Fire Assistance program in California, hereinafter referred to as VFA, authorized by the Cooperative Forestry Assistant Act (PL 95-313, as amended, 16 U.S.C. 2106).
2. This is a subaward under the 2022 Volunteer Fire Assistance Grant #22-DG-11052012-147 awarded to STATE by the Forest Service on August 26, 2022. The Federal Assistance Listing for the award is 10.698, Cooperative Fire Program. This subaward is funded solely with Federal funds and is subject to the Office of Management and Budget (OMB) guidance in subparts A through F of 2 CFR Part 200, as adopted and supplemented by the USDA in 2 CFR Part 400, and under certain terms and conditions to LOCAL AGENCY to assist LOCAL AGENCY to upgrade its fire protection capability.
3. LOCAL AGENCY desires to participate in said VFA and agrees to the terms and conditions specified in the Procedural Guide for Volunteer Fire Assistance Program 2022.

NOW THEREFORE, it is mutually agreed between the parties as follows:

4. **APPROVAL:** This Agreement is of no force or effect until signed by both parties and approved by the Department of General Services, if required. LOCAL AGENCY may not commence performance until such approval has been obtained.
5. **INCORPORATION:** The Procedural Guide for Volunteer Fire Assistance Program 2022, submitted Application for Funding and associated Grant Assurances are hereby incorporated by reference as part of the Grant Agreement.
6. **TIMELINESS:** Time is of the essence in this Agreement.
7. **FORFEITURE OF AWARD:** LOCAL AGENCY must return this Agreement and required resolution properly signed and executed to STATE at the email address specified in paragraph 12, with a timestamp no later than December 1, 2022 or LOCAL AGENCY will forfeit the funds.

8. **GRANT AND BUDGET CONTINGENCY CLAUSE:** It is mutually understood between the parties that this **Agreement** may have been written for the mutual benefit of both parties before ascertaining the availability of congressional appropriation of funds, to avoid program and fiscal delays that would occur if the **Agreement** were executed after that determination was made.

This **Agreement** is valid and enforceable only if sufficient funds are made available to the STATE by the United States Government for the **State Fiscal Year 2022** for the purpose of this program. In addition, this **Agreement** is subject to any additional restrictions, limitations, or conditions enacted by the Congress or to any statute enacted by the Congress that may affect the provisions, terms, or funding of this **Agreement** in any manner.

The parties mutually agree that if the Congress does not appropriate sufficient funds for the program, this **Agreement** shall be amended to reflect any reduction in funds.

The STATE has the option to invalidate the **Agreement** under the 30-day cancellation clause or to amend the **Agreement** to reflect any reduction in funds.

9. **REIMBURSEMENT:** STATE will reimburse LOCAL AGENCY, from funds made available to STATE by the Federal Government, an amount not to exceed **\$9,800.00** on a 50/50 matching funds basis, for the performance of specific projects and/or purchase of specific items identified in Proposed Project, Application for Funding, attached hereto. **Reimbursement will be only for those projects accomplished and/or items purchased between THE LAST SIGNATORY DATE ON PAGE 1 and JUNE 30, 2023.** This sum is the sole and maximum payment that STATE will make pursuant to this Agreement. **LOCAL AGENCY must bill STATE at the e-mail address specified in paragraph 12, with a timestamp no later than September 1, 2023 in order to receive the funds.** The bill submitted by LOCAL AGENCY must clearly delineate the projects performed and/or items purchased. A vendor's invoice and proof of payment to vendor(s) must be included for items purchased.
10. **LIMITATIONS:** Expenditure of the funds distributed by STATE herein is subject to the same limitations as placed by the VFA, upon expenditure of United States Government Funds. Pursuant to 2CFR200.313 Equipment, subject to the obligations and conditions set forth in that section; title to any equipment and supplies acquired under this **Agreement** vests with the LOCAL AGENCY. For any equipment items over \$5,000, the federal government may retain a vested interest in accordance with paragraph 17 below.
11. **MATCHING FUNDS:** Any and all funds paid to LOCAL AGENCY under the terms of this **Agreement**, hereinafter referred to as "VFA Funds", shall be matched by LOCAL AGENCY on a dollar-for-dollar basis, for each project listed on attachment(s) hereto identified as "Proposed Project". No amount of unpaid "contributed" or "volunteer" labor or services shall be used or consigned in calculating the matching amount "actually spent" by LOCAL AGENCY.

LOCAL AGENCY shall not use VFA Funds as matching funds for other federal grants, including Department of Interior (USDI) Rural Fire Assistance grants, nor use funds from other federal grants, including USDI Rural Fire Assistance grants, as matching funds for VFA Funds.

12. ADDRESSES: The mailing addresses of the parties hereto under the terms of the Agreement are:

LOCAL AGENCY: _____

Attention: _____

Telephone Number(s): _____

E-mail _____

STATE:

**Department of Forestry and Fire Protection
 Grants Management Unit, Attn: Megan Esfandiary
 P. O. Box 944246
 Sacramento, California 94244-2460
 PHONE: (916) 894-9845
 E-MAIL: Megan.Esfandiary@fire.ca.gov**

13. PURPOSE: Any project to be funded hereunder must be intended to specifically assist LOCAL AGENCY to organize, train, and/or equip local firefighting forces in the aforementioned rural area and community to prevent or suppress fires which threaten life, resources, and/or improvements within the area of operation of LOCAL AGENCY. Project funds are not to be used for research and development.
14. COMBINING: In the event funds are paid for two or more separate, but closely related projects, the 50/50 cost-sharing formula will be applied to the total cost of such combined projects.
15. OVERRUNS: In the event that the total cost of a funded project exceeds the estimate of costs upon which this Agreement is made, LOCAL AGENCY may request additional funds to cover the **Agreement** share of the amount exceeded. However, there is no assurance that any such funds are, or may be, available for reimbursement. Any increase in funding will require an amendment.
16. UNDERRUNS: In the event that the total cost of a funded project is less than the estimate of costs upon which this **Agreement** is made, LOCAL AGENCY may request that additional eligible projects/items be approved by STATE for **Agreement** funding. However, there is no assurance that any such approval will be funded. Approval of additional projects/items, not listed on the Proposed Project application, made by STATE, will be in writing and will require an amendment.
17. FEDERAL INTEREST IN EQUIPMENT: The Federal Government has a vested interest in any item purchased with VFA funding in excess of \$5,000 regardless of the length of this **Agreement**, until such time as the fair market value is less than \$5,000. The VFA percentage used to purchase the equipment will be applied to the sale price and recovered for the Government during the sale. This percentage will remain the same even following depreciation. The Federal Government may not have to be reimbursed if the disposal sale amounts to a fair market value of less than \$5,000. LOCAL AGENCY will notify STATE of the disposal of such items.

18. EQUIPMENT INVENTORY: Any single item purchased in excess of \$5,000 will be assigned an VFA Property Number by the STATE. LOCAL AGENCY shall forward a copy of the purchase documents listing the item, brand, model, serial number, any LOCAL AGENCY property number assigned, and a LOCAL AGENCY contact and return address to STATE at the address specified in paragraph 12. The STATE will advise the LOCAL AGENCY Contact of the VFA Property Number assigned.
19. AUDIT: LOCAL AGENCY agrees that the STATE, the Department of General Services, the Bureau of State Audits, or their designated representative shall have the right to review and to copy any records and supporting documentation pertaining to the performance of this **Agreement**. LOCAL AGENCY agrees to maintain such records for possible audit for a minimum of five (5) years after final payment, unless a longer period of records retention is stipulated. LOCAL AGENCY agrees to allow the auditor(s) access to such records during normal business hours and to allow interviews of any employees who might reasonably have information related to such records. Further, LOCAL AGENCY agrees to include a similar right of the State of California to audit records and interview staff in any subcontract related to performance of this **Agreement**. (GC 8546.7, PCC 10115 et seq., CCR Title 2, Section 1896).
20. DISPUTES: In the event of any dispute over qualifying matching expenditures of LOCAL AGENCY or audit findings, the dispute will be decided by STATE and its decision shall be final and binding.
21. MONITORING: LOCAL AGENCY agrees to the monitoring of activities as necessary by STATE to ensure that the award is used for authorized purposes, in compliance with Federal statutes, regulations, and the terms and conditions of the agreement; and that performance goals are achieved.
22. INDEMNIFICATION: LOCAL AGENCY agrees to indemnify, defend, and save harmless, the STATE, its officers, agents, and employees, from any and all claims and losses, accruing or resulting to any and all contractors, subcontractors, suppliers, laborers, and any other person, firm or corporation furnishing or supplying work services, materials, or supplies in connection with the performance of this **Agreement**, and from any and all claims and losses accruing or resulting to any person, firm or corporation who may be injured or damaged by LOCAL AGENCY in the performance of this **Agreement**.
23. CIVIL RIGHTS: LOCAL AGENCY agrees to comply with civil rights requirements as detailed in the Complying With Civil Rights Requirements brochure (FS-850) and the And Justice For All poster (AD-475A). The poster is to be placed at all public point of contact/reception areas.
24. DRUG-FREE WORKPLACE REQUIREMENTS: LOCAL AGENCY will comply with the requirements of the Drug-Free Workplace Act of 1990 and will provide a drug-free workplace by taking the following actions:
 - a. Publish a statement notifying employees that unlawful manufacture, distribution, dispensation, possession or use of a controlled substance is prohibited and specifying actions to be taken against employees for violations.
 - b. Establish a Drug-Free Awareness Program to inform employees about:

- 1) the dangers of drug abuse in the workplace;
- 2) the person's or organization's policy of maintaining a drug-free workplace;
- 3) any available counseling, rehabilitation and employee assistance programs; and,
- 4) penalties that may be imposed upon employees for drug abuse violations.

c. Every employee who works on the proposed **Agreement** will:

- 1) receive a copy of the company's drug-free workplace policy statement; and,
- 2) agree to abide by the terms of the company's statement as a condition of employment on the **Agreement**.

Failure to comply with these requirements may result in suspension of payments under the **Agreement** or termination of the **Agreement** or both and LOCAL AGENCY may be ineligible for funding of any future State **Agreement** if the department determines that any of the following has occurred: (1) the LOCAL AGENCY has made false certification, or violated the certification by failing to carry out the requirements as noted above. (GC 8350 et seq.)

25. **TERM:** The term of the **Agreement** SHALL COMMENCE ON THE LAST SIGNATORY DATE ON PAGE 1 and continue through June 30, 2023.
26. **TERMINATION:** This **Agreement** may be terminated by either party giving 30 days written notice to the other party or provisions herein amended upon mutual consent of the parties hereto.
27. **AMENDMENTS:** No amendment or variation of the terms of this **Agreement** shall be valid unless made in writing, signed by the parties and approved as required. No oral understanding or **Agreement** not incorporated in the **Agreement** is binding on any of the parties.
28. **INDEPENDENT CONTRACTOR:** LOCAL AGENCY, and the agents and employees of LOCAL AGENCY, in the performance of this **Agreement**, shall act in an independent capacity and not as officers or employees or agents of the STATE or the Federal Government.
29. **INDIRECT RATE:** LOCAL AGENCY may not assess an indirect rate in excess of their Federally approved Negotiated Indirect Cost Rate Agreement (NICRA), a de minimis rate if LOCAL AGENCY does not have an approved NICRA, or the VFA program cap rate of 10%, whichever is lesser. LOCAL AGENCY may also elect not to assess an indirect rate. The approved indirect cost rate at the time of execution is 0%.

30. MEDIA: LOCAL AGENCY shall acknowledge STATE and USDA Forest Service support in any publications, audiovisuals and electronic media developed as a result of this award.

It is encouraged to give public notice of the receipt of this award and announce progress and accomplishments, acknowledging STATE and USDA Forest Service support. Follow direction in USDA Supplemental 2 CFR 415.2.

31. ASSIGNMENT: This Agreement is not assignable by LOCAL AGENCY either in whole or in part.

Agenda Item

#3

DATE: November 1, 2022

TO: Mayor Epperson and City Council

FROM: Michael Rock, City Manager
Todd Waklee, Public Works Manager

SUBJECT: Authorize the City Manager to execute a Professional Services Agreement with Dellavalle Laboratory, Inc. (Dellavalle), for the City's Groundwater Monitoring Program for an amount not to exceed \$50,000.

RECOMMENDED ACTION:

1. Authorize the City Manager to execute an Agreement with Dellavalle Laboratory to provide monitoring services for our groundwater monitoring program.

FISCAL IMPACT:

The costs associated with the first year of this agreement are included in the current Budget in the WWTP Budget Unit, Account Code 3111-50-6220.

BACKGROUND:

In late July of this year, staff conducted an informal request for bids from companies that specialize in monitoring groundwater levels and quality. The primary objectives for pursuing the RFP and selecting qualified consultants were to:

- Maintain and enhance the City's groundwater quality.
- Prevent land subsidence that can damage public and private infrastructure.
- Receive quarterly samples of the ground water monitoring wells located at the Wastewater Treatment Plant and Castle Oaks Golf Course.
- Monitor and prevent harmful chemicals to ensure safe use.
- Have a partner that is available to consult on how to improve the City's water quality.

A total of three proposals were received in response to the request for bids. One proposal was from Dellavalle and the others from EcoUrban Designs, Inc. and Condor Earth.

One of the proposals was not responsive to the City's RFP. Of the remaining two the Delavalle proposal was the most cost-effective and their proposed procedures on how to conduct the ground water monitor tests represents best practices. Delavalle owns their own lab allowing for a more cost-efficient proposal. The proposal, scope of work, fee schedule and the agreement with Dellavalle are attached to this staff report.

ATTACHMENTS:

1. City's RFP
2. Agreement with Dellavalle
3. Dellavalle Proposal (Scope of Work and Fee Schedule Included)

CITY OF IONE

REQUEST FOR PROPOSAL



IONE WASTEWATER TREATMENT FACILITY (WWTF) QUARTERLY AND ANNUAL GROUNDWATER MONITORING PROGRAM

**City of Ione
P.O. Box 398
1 E. Main Street
Ione, CA 95640
(209) 274-2412**

PROPOSAL DUE: FRIDAY, AUGUST 26, 2022

**CITY OF IONE
REQUEST FOR PROPOSAL**

IONE WWTF QUARTERLY AND ANNUAL GROUNDWATER MONITORING PROGRAM

I. INTRODUCTION

The City of Ione is located in Amador County, California. It is approximately 30 miles southeast of Sacramento and 30 miles northeast of Stockton. The City has a five-member Council and a City Manager form of government. The members of the City Council are elected at-large. They serve staggered four-year terms, with the Mayor being rotated annually among Council Members. The Council meets on the first and third Tuesdays of the month.

The City operates one wastewater treatment facility and one tertiary plant. The Ione Wastewater Treatment Plant (WWTP) serves the incorporated community of Ione. The system is a secondary treatment facility that produces undisinfected secondary wastewater. The facility consists of four treatment ponds, a storage and distribution pond, and two percolation ponds. The system also has land application areas as well.

The Castle Oaks Water Reclamation Plant (COWRP) is a tertiary treatment facility that receives treated secondary effluent from Amador Regional Sanitation Agency (ARSA) and from Mule Creek State Prison (MCSP). The system includes flocculation/headworks, tertiary sand filters, chlorine mix tank and contact basin, effluent pump stations, solids handling facility, and chemical storage tanks. The COWRP only operates in the summer to provide irrigation water at the Castle Oaks Golf Course.

II. PROJECT OVERVIEW

The City of Ione is issuing this Request for Proposal (RFP) for the purpose of identifying a qualified consultant/team that can assist the City with Ione WWTF Quarterly and Annual Groundwater Monitoring Project (the "Project").

The Wastewater Treatment Plant monitoring network consists of nine groundwater monitor wells and 11 piezometers. The Castle Oaks Golf Course (COGC) monitoring network consists of three groundwater wells and three piezometers. The work described in this Proposal must meet the requirements set forth in the revised Monitoring and Reporting Program (MRP) Order No. R5-2013-0022 (REV1) for the WWTP, the Water Reclamation Requirements (WRR) Order No. 93-240, and the requirements in the Revised Monitoring and Reporting Program (MRP) No. 93-240 dated April 17, 2001, for the COGC. All work will be completed under the direction and supervision of a professional registered with the State of California to perform such work.

The "Project" includes taking quarterly samples of the ground water monitoring wells located at the Wastewater Treatment Plant and Castle Oaks Golf Course, delivering sample to a certified laboratory for testing, reporting the quarterly and annual groundwater monitoring and analytical results to the City for review and comment prior

to final submittal to the Central Valley Regional Water Quality Control Board (Regional Board).

The reports will include the discharger information, project description, environmental setting, a summary of the effluent and groundwater quality, and copies of field forms and laboratory analyses. Company will compile groundwater quality data in Microsoft Excel for graphic display and analyses and for submittal to the Regional Board as required.

In accordance with California Business and Professions Code sections 6735, 7835, and 7835.1, all engineering and geologic evaluations and judgments shall be performed by or under the direction of registered professionals competent and proficient in the fields pertinent to the required activities. This could be an engineer, geologist, hydrologist, or other registered professional with experience in geohydrology.

a) Supporting Material

Copy of the Monitoring and Reporting Program (MRP) Order No. R5-2013-0022 (REV1) for the WWTP.

Copy of the Water Reclamation Requirements (WRR) Order No. 93-240.

Copy of the requirements in the Revised Monitoring and Reporting Program (MRP) No. 93-240 dated April 17, 2001, for the Castle Oaks Golf Course.

Copy of the 2017 Castle Oaks Golf Course Third Quarter Groundwater Monitoring Report.

Copy of the 2017 Ione Wastewater Treatment Plant Third Quarter Groundwater Monitoring Report.

III. CONTACT PERSON

Questions regarding this RFP may be directed to the following person:

Michael Rock
Interim City Manager
City of Ione
(209) 274-2412 Ext. 116
mrock@ione-ca.com

IV. SCOPE OF SERVICES

The scope of work shall include tasks described in the attached Exhibit “A”, Scope of Services, as well as other elements or modifications which may be suggested by consultants presenting proposals to better meet the needs of the City.

All services shall be provided in accordance with the City’s standard Professional Services Agreement and general provisions attached as Exhibit “B” to this request for proposal.

All technical reports specified herein that contain workplans for investigations and studies, that describe the conduct of investigations and studies, or that contain technical conclusions and recommendations concerning engineering and geology shall be prepared by or under the direction of appropriately qualified professional(s), even if not explicitly stated. Each technical report submitted by the Dischargers shall bear the professional’s signature and stamp.

V. INSURANCE REQUIREMENTS

The insurance requirements are set forth in the City’s Professional Services Agreement and Special Provisions for Services contained in this packet.

VI. MINIMUM REQUIREMENTS

- Consultant shall have demonstrated experience working with municipalities or local agencies.
- Consultant shall have demonstrated experience working with regulatory agencies.
- Consultant shall have registered, licensed, professionals competent and proficient in the fields pertinent to the required activities. This includes licensed engineers, geologists, hydrologists or other registered professionals with experience in geohydrology
- Consultant and subconsultants shall have ability to obtain the insurance policies and coverage limits included as part of the attached Professional Services Agreement.

VII. PROPOSAL SUBMITTAL REQUIREMENTS

Written proposals shall include, at a minimum, the following items:

a) Cover Letter

The cover letter, which should be signed by an official authorized to bind the consultant, shall include the following:

- Identification of consultant and any subconsultants;
- Brief overview of qualifications of consultant; and
- Contact information (address, phone and e-mail)

b) Project Understanding and Approach

Describe your understanding of the project goals and your approach to meeting the task objectives outlined in this RFP. Include a narrative of potential challenges and what special services your firm has to meet the City’s needs for this Project.

c) Project Team

Identify all personnel who will be assigned to work on this project and include a description of their abilities, qualifications and experience. Identify any sub-consultants and a description of their qualifications and experience.

d) Project Work Plan

Explain in detail your proposed work plan, including all anticipated tasks along with any supplemental tasks (those not specifically identified in this RFP) you deem necessary for successful completion of this project.

e) Fee Proposal

Propose a fee proposal based on an hourly rate schedule with a “not to exceed” maximum cost for all work identified in the Scope of Services. Include a copy of your firm’s current itemized hourly rate fee schedule. Indicate if travel time and mileage will be charged. Include any sub-consultant cost. Provide a breakdown of the proposed fee by task in accordance with the tasks defined in the consultants proposed Work Plan. Direct costs should be identified separately.

f) References

Provide a list of similar projects completed by the consultant under which services similar to those required by this RFP were performed. Include a brief description of the services, dates the services were provided, and name and telephone number of references familiar with the services provided.

g) Exceptions

Identify any exceptions you are proposing with respect to the Scope of Services, the City’s insurance requirements and/or the City’s contract provisions.

VIII. DEADLINES and DELIVERY

Proposal Calendar, following is a list of key dates:

| DATE | ACTIVITY |
|--------------------------------|---|
| Friday, July 15, 2022 | Request for Proposal Released |
| Friday, August 5, 2022 | RFP Questions are Due by 3:00 p.m. |
| Friday, August 12, 2022 | Response to Questions Posted by 3:00 p.m. |
| Friday, August 26, 2022 | Proposals are Due by 3:00 p.m. |
| Tuesday, September 20, 2022 | Contract Awarded by City Council |

Five (5) copies of the proposal must be submitted to:

Michael Rock
Interim City Manager
City of Ione
(209) 274-2412 Ext. 116
mrock@ione-ca.com

The deadline for submittal of a proposal is **FRIDAY, AUGUST 26, 2022, 3:00 p.m.** No information submitted by facsimile or electronic mail will be accepted unless otherwise required by the City during the proposal review process. Proposals received after the deadline will not be accepted.

IX. REVIEW PROCESS

Written proposals submitted by the deadline will be evaluated based upon the following criteria:

- Demonstrated understanding of the work to be done
- Experience with similar projects
- Qualifications and experience of key personnel
- Quality and thoroughness of proposed Work Plan

These items are not listed in order of importance. Based on evaluation of submitted proposals, a list of the top-qualified consultants will be established. Selected consultants may be requested to participate in an oral interview. The City reserves the right to select the top-ranked consultant based solely on the written proposal. If for any reason an acceptable contract cannot be negotiated with the top-ranked consultant, negotiations will commence with the next-ranked firm.

The City anticipates making a decision related to this proposal in early September and present the item to City Council on September 20, 2022.

X. GENERAL TERMS and CONDITIONS

- The City reserves the right to reject any and all proposals.
- The City is not responsible for any costs incurred by respondents in the preparation and submittal of a response to this RFP.
- The City reserves the right to modify or withdraw all or a portion of the scope of work for this project at any time.
- All responses to this RFP shall be the property of the City.

EXHIBIT “A”

SCOPE OF SERVICES

IONE WWTF QUARTERLY AND ANNUAL GROUNDWATER MONITORING PROGRAM

Task 1: Field Work

Once each quarter, Company will measure the depth-to-water in all monitoring wells and piezometers prior to commencing sample collection.

Groundwater samples will be collected from the nine groundwater monitoring wells after purging at least three casing volumes from each well and field parameters have stabilized. Sample collection will utilize dedicated pumps that are installed in each well.

Samples will be collected by trained environmental field staff.

Company field staff will properly maintain and calibrate field instruments according to manufacturer’s specifications prior to each use.

Flow cells will be used to collect field parameters. Field forms documenting sampling procedures, observations, and measurements will be completed during sampling.

Task 2: Laboratory Analysis

Company will deliver groundwater samples under chain-of-custody procedures to a state certified laboratory within the analytical holding times and following proper preservation procedures.

All samples will be analyzed using EPA-approved procedures applicable to each constituent using EPA guidelines for their Quality Assurance-Quality Control Program.

The required laboratory analyses to be performed is found on Table 1 and Table 2.

Task 3: Reporting

Company will report the quarterly and annual groundwater monitoring and analytical results to the City for review and comment prior to final submittal to the Regional Board.

The reports will include the discharger information, project description, and environmental setting, a summary of the effluent and groundwater quality, and copies of field forms and laboratory analyses.

Company will compile groundwater quality data in Microsoft Excel for graphic display and analyses and for submittal to the Regional Board as required.

Table 1

| Groundwater Quality Monitoring Constituents for the WWTP | | | | |
|--|--|--------------|------------------|-----------------|
| <u>Method¹</u> | <u>Constituent</u> | <u>Units</u> | <u>Quarterly</u> | <u>Annually</u> |
| Calc. | Groundwater Elevation | 0.01 feet | X | X |
| Measure | Depth to groundwater | 0.01 feet | X | X |
| Calc. | Gradient | feet/foot | X | X |
| Calc. | Gradient direction | Degrees | X | X |
| Meter | pH | S.U. | X | X |
| Meter | Electrical Conductivity (EC) | μS/cm | X | X |
| Meter | Dissolved Oxygen (DO) | mg/L | X | X |
| Meter | Oxidation Reduction Potential (OPR) | mV | X | X |
| EPA-160.1 | Total Dissolved Solids (TDS) | mg/L | X | X |
| EPA-200.8 | Dissolved Iron | mg/L | X | X |
| EPA-200.8 | Dissolved Manganese | mg/L | X | X |
| EPA-300.0 | Nitrate as Nitrogen | mg/L | X | X |
| EPA-350.1 | Ammonia as Nitrogen | mg/L | X | X |
| SM-9221B | Total Coliform Organisms | MPN/100ml | X | X |
| EPA-200.8 | Dissolved Arsenic | mg/L | | X |
| EPA-200.8 | Dissolved Aluminum | mg/L | | X |
| EPA-200.8 | Dissolved Boron | mg/L | | X |
| EPA-200.7 | Dissolved Calcium | mg/L | | X |
| EPA-300.0 | Chloride | mg/L | | X |
| EPA-200.7 | Dissolved Magnesium | mg/L | | X |
| Calc. | Total Nitrogen -(adds TKN) | mg/L | | X |
| EPA-200.7 | Dissolved Potassium | mg/L | | X |
| EPA-200.7 | Dissolved Sodium | mg/L | | X |
| EPA-300.0 | Sulfate | mg/L | | X |
| EPA-310.1 | Total Alkalinity (including alkalinity series) | mg/L | | X |
| Calc. | Hardness | mg/L | | X |

1

Or equivalent methods.

Table 2

| Groundwater Quality Monitoring Constituents for the COGC | | | | |
|--|------------------------------|--------------|------------------|-----------------|
| <u>Method¹</u> | <u>Constituent</u> | <u>Units</u> | <u>Quarterly</u> | <u>Annually</u> |
| Calc. | Groundwater Elevation | 0.01 feet | X | X |
| Measure | Depth to groundwater | 0.01 feet | X | X |
| Calc. | Gradient | feet/foot | X | X |
| Calc. | Gradient direction | Degrees | X | X |
| Meter | pH | S.U. | X | X |
| EPA-160.1 | Total Dissolved Solids (TDS) | mg/L | X | X |
| EPA-350.1 | Ammonia as Nitrogen | mg/L | X | X |
| SM-9221B | Total Coliform Organisms | MPN/100ml | X | X |
| EPA-200.8 | Dissolved Iron* | mg/L | X | X |
| EPA-200.8 | Dissolved Magnesium* | mg/L | X | X |
| EPA-200.8 | Dissolved Arsenic* | mg/L | X | X |

* These 3 constituents are not included in MRP, but were requested by previous City Managers to be included.

SPECIAL PROVISIONS FOR SERVICES

BUSINESS LICENSE. If the scope of work under this bid includes performing services or installation on City of Ione property, the SUCCESSFUL BIDDER must have a current City of Ione Business License. Inquiries regarding Business License may be directed to the Ione City Clerk's Office (209) 274-2412. Business Licenses are not required for materials or equipment shipped by U.S. mail or common carrier.

CONFIDENTIAL OR PROPRIETARY INFORMATION OF THE CITY OF IONE.

Contractor understands and agrees that, in the performance of the contracted work or services or in contemplation thereof, Contractor may have access to private or confidential information which may be owned or controlled by the City of Ione and that such information may contain proprietary or confidential details, the disclosure of which to third parties may be damaging to the City of Ione. Contractor agrees that all information disclosed by the City of Ione to Contractor shall be held in confidence and used only in performance of contracted work or services. Contractor shall exercise the same standard or care to protect such information as a reasonably prudent contractor would use to protect its own proprietary data.

DAMAGE. The contractor shall be held responsible for any breakage, loss of the City of Ione's equipment or supplies through negligence of the contractor or his employee while working on the City of Ione's premises. The contractor shall be responsible for restoring or replacing any equipment, facilities, etc. so damaged. The contractor shall immediately report to the City of Ione any damages to the premises resulting from services performed under this contract. Failure or refusal to restore or replace such damaged property will be a breach of this contract.

INDEPENDENT CONTRACTOR. Contractor or any agent or employee of Contractor shall be deemed at all times to be an independent contractor and is wholly responsible for the manner in which it performs the services and work requested by the City of Ione under contract. Contractor or any agent or employee of Contractor shall not have employee status with the City of Ione, nor be entitled to participate in any plans, arrangements, or distributions by the City of Ione pertaining to or in connection with any retirement, health or other benefits that the City of Ione may offer its employees. Contractor or any agent or employee of Contractor is liable for the acts and omissions of itself, its employees and its agents. Contractor shall be responsible for all obligations and payments, whether imposed by federal, state or local law, including, but not limited to: FICA, income tax withholdings, unemployment compensation, insurance, and other similar responsibilities related to Contractor's performing services and work, or any agent or employee of Contractor provided same. Nothing in this solicitation nor the contract awarded thereof shall be construed as creating an employment or agency relationship between the City of Ione and Contractor or any agent or employee of Contractor. Any terms in the contract awarded from this solicitation referring to direction from the City of Ione shall be construed as providing direction as to policy and the result of Contractor's work only, and not as to the means by which such a result is obtained. The City of Ione does not retain the right to control the means or the method by which Contractor performs work under the contract. It is expressly agreed by Contractor that in the performance of the services required under this contract, Contractor, and any of its subcontractors or employees, shall at all times be considered independent contractors and not agents of the City of Ione.

INDEMNIFICATION. Contractor shall indemnify, defend with counsel reasonably acceptable to the City of Ione, and hold harmless the City of Ione and its officials, officers, employees, agents, contractors, consultants, and volunteers from and against any and all losses, liability, claims, suits, actions, damages, and causes of action arising out of any personal injury, bodily injury, loss of life, or damage to property, or any violation of any federal, state, or municipal law or ordinance, to the extent caused, in whole or in part, by the willful misconduct or negligent acts or omissions of Contractor or its employees, subcontractors, or agents, by acts for which they could be held strictly liable, or by the quality or character of their work. The foregoing obligation of Contractor shall not apply when (1) the injury, loss of life, damage to property, or violation of law arises wholly from the negligence or willful misconduct of the City of Ione or its officers, employees, agents, contractors, consultants, or volunteers and (2) the actions of Contractor or its employees, subcontractor, or agents have contributed in no part to the injury, loss of life, damage to property, or violation of law. It is understood that the duty of Contractor to indemnify and hold harmless includes the duty to defend as set forth in Section 2778 of the California Civil Code. Acceptance by City of Ione of insurance certificates and endorsements required under the contract awarded from this solicitation does not relieve Contractor from liability under this indemnification and hold harmless clause. This indemnification and hold harmless clause is a material element of the contract and shall apply to any damages or claims for damages whether or not such insurance policies shall have been determined to apply.

INSURANCE REQUIREMENTS. Within ten (10) consecutive calendar days of award of contract, Successful Proposer must furnish the City of Ione with the Certificates of Insurance proving coverage as specified in the Sample Contract. Failure to furnish the required certificates within the time allowed will result in forfeiture of the Proposal Security.

CONSULTING SERVICES AGREEMENT BETWEEN
THE CITY OF IONE AND
DELLAVALLE LABORATORY, INC.

THIS AGREEMENT for consulting services is made by and between the City of Ione ("City") and Dellavalle Laboratory, Inc. ("Consultant") as of November 1, 2022.

AGREEMENT

Section 1. SERVICES. Subject to the terms and conditions set forth in this Agreement, Consultant shall provide to City the services described in Scope of Services (Exhibit A) at the time and place and in the manner specified therein. In the event of a conflict in or inconsistency between the terms of this Agreement and Exhibit A, the Agreement shall prevail.

- 1.1 Term of Services. The term of this Agreement shall begin on the date first noted above and shall end on October 31, 2025, with the option of two one-year-long extensions upon agreement of both Parties. The time provided to Consultant to complete the services required by this Agreement shall not affect the City's right to terminate the Agreement, as provided for in Section 8.
- 1.2 Standard of Performance. Consultant shall perform all services required pursuant to this Agreement in the manner and according to the standards observed by a competent practitioner of the profession in which Consultant is engaged in the geographical area in which Consultant practices its profession. Consultant shall prepare all work products required by this Agreement in a substantial, first-class manner and shall conform to the standards of quality normally observed by a person practicing in Consultant's profession.
- 1.3 Assignment of Personnel. Consultant shall assign only competent personnel to perform services pursuant to this Agreement. Exhibit A shall name any specific personnel who shall be performing services. In the event that City, in its sole discretion, at any time during the term of this Agreement, desires the reassignment of any such persons, Consultant shall, immediately upon receiving notice from City of such desire of City, reassign such person or persons.
- 1.4 Time. Consultant shall devote such time to the performance of services pursuant to this Agreement as may be reasonably necessary to meet the standard of performance provided in Section 1.1 above and to complete Consultant's obligations hereunder.

Section 2. COMPENSATION. City hereby agrees to pay Consultant a guaranteed maximum price not to exceed \$50,000 for all services to be performed and reimbursable costs incurred under this Agreement. City shall pay Consultant for services rendered pursuant to this Agreement at the time and in the manner set forth herein. The payments specified below shall be the only payments from City to Consultant for services rendered pursuant to this Agreement. Consultant shall submit all invoices to City in the manner specified herein. Except as specifically authorized by City, Consultant shall not bill City for duplicate services performed by more than one person.

Consultant and City acknowledge and agree that compensation paid by City to Consultant under this Agreement is based upon Consultant's estimated costs of providing the services required hereunder, including salaries and benefits of employees and subcontractors of Consultant. Hourly rates for personnel performing services shall be as shown in Exhibit B. Consequently, the parties further agree that compensation hereunder is intended to include the costs of contributions to any pensions and/or annuities to which Consultant and its employees, agents, and subcontractors may be eligible. City therefore has no responsibility for such contributions beyond compensation required under this Agreement.

2.1 Invoices. Consultant shall submit invoices, not more often than once a month during the term of this Agreement, based on the cost for services performed and reimbursable costs incurred during the billing period. Invoices shall contain the following information:

- Serial identification of bills;
- The beginning and ending dates of the billing period;
- A Task Summary containing the original contract amount, the number of prior billings, the total due this period, the balance available under the Agreement, and the percentage of completion, if applicable;
- At City's option, for each work item in each task, a copy of the applicable time entries or time sheets shall be submitted showing the name of the person doing the work, the hours spent by each person, a brief description of the work, and each reimbursable expense;
- The total number of hours of work performed under the Agreement by Consultant and each employee, agent, and subcontractor of Consultant performing services hereunder, as well as a separate notice when the total number of hours of work by Consultant and any individual employee, agent, or subcontractor of Consultant reaches or exceeds 800 hours, which shall include an estimate of the time necessary to complete the work described in Exhibit A;
- The Consultant's signature.

2.2 Monthly Payment. City shall make monthly payments, based on invoices received, for services satisfactorily performed, and for authorized reimbursable costs incurred. City shall have thirty (30) days from the receipt of an invoice that complies with all of the requirements above and is otherwise acceptable to the City to pay Consultant. In the event that an invoice is not acceptable to the City, said invoice shall be returned to Consultant within thirty (30) days of the City's receipt of the invoice with a detailed explanation of the deficiency. City's obligation to pay a returned invoice shall not arise earlier than thirty (30) days after resubmission of the corrected invoice.

2.3 Total Payment. City shall pay for the services to be rendered by Consultant pursuant to this Agreement. City shall not pay any additional sum for any expense or cost whatsoever incurred by Consultant in rendering services pursuant to this Agreement. City shall make no payment for any extra, further, or additional service pursuant to this Agreement.

In no event shall Consultant submit any invoice for an amount in excess of the maximum amount of compensation provided above either for a task or for the entire Agreement, unless the Agreement is modified prior to the submission of such an invoice by a properly executed change order or amendment in writing. In the event that Consultant identifies additional work outside the scope of services specified in Exhibit A that may be required to

complete the work required under this Agreement, Consultant shall immediately notify the City and shall provide a written not-to-exceed price for performing this additional work.

- 2.4** Payment of Taxes. Consultant is solely responsible for the payment of employment taxes incurred under this Agreement and any other applicable federal or state taxes.
- 2.5** Payment upon Termination. In the event that the City or Consultant terminates this Agreement pursuant to Section 8, the City shall compensate the Consultant for all outstanding costs and reimbursable expenses incurred for work satisfactorily completed as of the date of written notice of termination. Consultant shall maintain adequate logs and timesheets in order to verify costs incurred to that date. The City shall have no obligation to compensate Consultant for work not verified by logs or timesheets.
- 2.6** Authorization to Perform Services. The Consultant is not authorized to perform any services or incur any costs whatsoever under the terms of this Agreement until receipt of a written Notice to Proceed from the City.

Section 3. FACILITIES AND EQUIPMENT. Except as set forth herein, Consultant shall, at its sole cost and expense, provide all facilities and equipment that may be necessary to perform the services required by this Agreement. City shall make available to Consultant only the facilities and equipment listed in this section, and only under the terms and conditions set forth herein.

City shall furnish physical facilities such as desks, filing cabinets, and conference space, as may be reasonably necessary for Consultant's use while consulting with City employees and reviewing records and the information in possession of the City. The location, quantity, and time of furnishing those facilities shall be in the sole discretion of City. In no event shall City be obligated to furnish any facility that may involve incurring any direct expense, including but not limited to computer, cellular telephone, long-distance telephone, or other communication charges, vehicles, and reproduction facilities.

If the performance of the work specified in Exhibit A requires destructive testing or other work within the City's public right-of-way, Consultant, or Consultant's subconsultant, shall obtain an encroachment permit from the City.

Section 4. INSURANCE REQUIREMENTS. Before beginning any work under this Agreement, Consultant shall procure "occurrence coverage" insurance against claims for injuries to persons or damages to property that may arise from or in connection with the performance of the work hereunder by the Consultant and its agents, representatives, employees, and subcontractors. Consultant shall provide proof satisfactory to City of such insurance that meets the requirements of this section and under forms of insurance satisfactory in all respects to the City. Consultant shall maintain the insurance policies required by this section throughout the term of this Agreement and shall produce said policies to the City upon demand. The cost of such insurance shall be included in the Consultant's price. Consultant shall not allow

any subcontractor to commence work on any subcontract until Consultant has obtained all insurance required herein for the subcontractor(s) and provided evidence thereof to City. Verification of the required insurance shall be submitted and made part of this Agreement prior to execution.

- 4.1** Workers' Compensation. Consultant shall, at its sole cost and expense, maintain Statutory Workers' Compensation Insurance and Employer's Liability Insurance for any and all persons employed directly or indirectly by Consultant. The Statutory Workers' Compensation Insurance and Employer's Liability Insurance shall be provided with limits of not less than ONE MILLION DOLLARS (\$1,000,000.00) per accident. In the alternative, Consultant may rely on a self-insurance program to meet those requirements, but only if the program of self-insurance complies fully with the provisions of the California Labor Code. Determination of whether a self-insurance program meets the standards of the Labor Code shall be solely in the discretion of the City Attorney. The insurer, if insurance is provided, or the Consultant, if a program of self-insurance is provided, shall waive all rights of subrogation against the City and its officers, officials, employees, and volunteers for loss arising from work performed under this Agreement.

An endorsement shall state that coverage shall not be suspended, voided, canceled by either party, reduced in coverage or in limits, except after thirty (30) days' prior written notice by certified mail, return receipt requested, has been given to the City.

4.2 Commercial General and Automobile Liability Insurance.

- 4.2.1** General requirements. Consultant, at its own cost and expense, shall maintain commercial general and automobile liability insurance for the term of this Agreement in an amount not less than ONE MILLION DOLLARS (\$1,000,000.00) per occurrence, combined single limit coverage for risks associated with the work contemplated by this Agreement. If a Commercial General Liability Insurance or an Automobile Liability form or other form with a general aggregate limit is used, either the general aggregate limit shall apply separately to the work to be performed under this Agreement or the general aggregate limit shall be at least twice the required occurrence limit. Such coverage shall include but shall not be limited to, protection against claims arising from bodily and personal injury, including death resulting therefrom, and damage to property resulting from activities contemplated under this Agreement, including the use of owned and non-owned automobiles.

- 4.2.2** Minimum scope of coverage. Commercial general coverage shall be at least as broad as Insurance Services Office Commercial General Liability occurrence form CG 0001 (ed. 11/88) or Insurance Services Office form number GL 0002 (ed. 1/73) covering comprehensive General Liability and Insurance Services Office form number GL 0404 covering Broad Form Comprehensive General Liability. Automobile coverage shall be at least as broad as Insurance Services Office Automobile Liability form CA 0001 (ed. 12/90) Code 1 ("any auto"). No endorsement shall be attached limiting the coverage.

- 4.2.3** Additional requirements. Each of the following shall be included in the insurance coverage or added as an endorsement to the policy:

- a. City and its officers, employees, agents, contractors, consultants, and volunteers shall be covered as insureds with respect to each of the following: liability arising out of activities performed by or on behalf of Consultant, including the insured's general supervision of Consultant; products and completed operations of Consultant; premises owned, occupied, or used by Consultant; and automobiles owned, leased, or used by the Consultant. The coverage shall contain no special limitations on the scope of protection afforded to City or its officers, employees, agents, contractors, consultants, or volunteers.
- b. The insurance shall cover on an occurrence or an accident basis, and not on a claims-made basis.
- c. An endorsement must state that coverage is primary insurance with respect to the City and its officers, officials, employees, contractors, consultants, and volunteers, and that no insurance or self-insurance maintained by the City shall be called upon to contribute to a loss under the coverage.
- d. Any failure of CONSULTANT to comply with reporting provisions of the policy shall not affect coverage provided to CITY and its officers, employees, agents, and volunteers.
- e. An endorsement shall state that coverage shall not be suspended, voided, or canceled by either party, reduced in coverage or in limits, except after thirty (30) days' prior written notice by certified mail, return receipt requested, has been given to the City.

4.3 Professional Liability Insurance. If Consultant shall be performing licensed professional services, Consultant shall maintain for the period covered by this Agreement professional liability insurance for licensed professionals performing work pursuant to this Agreement in an amount not less than ONE MILLION DOLLARS (\$1,000,000) covering the licensed professionals' errors and omissions.

4.3.1 Any deductible or self-insured retention shall not exceed \$150,000 per claim.

4.3.2 An endorsement shall state that coverage shall not be suspended, voided, canceled by either party, reduced in coverage or in limits, except after thirty (30) days' prior written notice by certified mail, return receipt requested, has been given to the City.

4.3.3 The policy must contain a cross liability clause.

4.3.4 The following provisions shall apply if the professional liability coverages are written on a claims-made form:

- a. The retroactive date of the policy must be shown and must be before the date of the Agreement.

- b. Insurance must be maintained, and evidence of insurance must be provided for at least three years after completion of the Agreement or the work, unless waived in writing by the City.
- c. If coverage is canceled or not renewed and it is not replaced with another claims-made policy form with a retroactive date that precedes the date of this Agreement, Consultant must provide extended reporting coverage for a minimum of five years after completion of the Agreement or the work. The City shall have the right to exercise, at the Consultant's sole cost and expense, any extended reporting provisions of the policy, if the Consultant cancels or does not renew the coverage.
- d. A copy of the claim reporting requirements must be submitted to the City prior to the commencement of any work under this Agreement.

4.4 Requirements for All Policies.

- 4.4.1 Acceptability of insurers.** All insurance required by this section is to be placed with insurers with a Bests' rating of no less than A.
- 4.4.2 Verification of coverage.** Prior to beginning any work under this Agreement, Consultant shall furnish City with certificates of insurance and with original endorsements effecting coverage required herein. The certificates and endorsements for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf. The City reserves the right to require complete, certified copies of all required insurance policies at any time.
- 4.4.3 Subcontractors.** Consultant shall include all subcontractors as insureds under its policies or shall furnish separate certificates and endorsements for each subcontractor. All coverages for subcontractors shall be subject to all of the requirements stated herein.
- 4.4.4 Deductibles and Self-Insured Retentions.** Consultant shall disclose to and obtain the approval of City for the self-insured retentions and deductibles before beginning any of the services or work called for by any term of this Agreement.

During the period covered by this Agreement, only upon the prior express written authorization of the City, Consultant may increase such deductibles or self-insured retentions with respect to City, its officers, employees, agents, contractors, consultants, and volunteers. The City may condition approval of an increase in deductible or self-insured retention levels with a requirement that Consultant procure a bond, guaranteeing payment of losses and related investigations, claim administration, and defense expenses that is satisfactory in all respects to the City.

- 4.4.5 Notice of Reduction in Coverage.** In the event that any coverage required by this section is reduced, limited, or materially affected in any other manner, Consultant shall provide written notice to City at Consultant's earliest possible opportunity and in no case later than five days after Consultant is notified of the change in coverage.

4.5 Remedies. In addition to any other remedies City may have if Consultant fails to provide or maintain any insurance policies or policy endorsements to the extent and within the time herein required, City may, at its sole option exercise any of the following remedies, which are alternatives to other remedies City may have and are not the exclusive remedy for Consultant's breach:

- Obtain such insurance and deduct and retain the amount of the premiums for such insurance from any sums due under the Agreement;
- Order Consultant to stop work under this Agreement or withhold any payment that becomes due to Consultant hereunder, or both stop work and withhold any payment, until Consultant demonstrates compliance with the requirements hereof; and/or
- Declare Consultant in material breach of the Agreement and terminate the Agreement.

4.6 Waiver. The Risk Manager of the City has the authority to waive or vary any provision of Sections 4.2 through 4.5. Any such waiver or variation shall not be effective unless made in writing.

Section 5. INDEMNIFICATION AND CONSULTANT'S RESPONSIBILITIES. Consultant shall indemnify, defend with counsel reasonably acceptable to the City, and hold harmless the City and its officials, officers, employees, agents, contractors, consultants, and volunteers from and against any and all losses, liability, claims, suits, actions, damages, and causes of action arising out of any personal injury, bodily injury, loss of life, or damage to property, or any violation of any federal, state, or municipal law or ordinance, to the extent caused, in whole or in part, by the willful misconduct or negligent acts or omissions of Consultant or its employees, subcontractors, or agents, by acts for which they could be held strictly liable, or by the quality or character of their work. The foregoing obligation of Consultant shall not apply when (1) the injury, loss of life, damage to property, or violation of law arises wholly from the negligence or willful misconduct of the City or its officers, employees, agents, contractors, consultants, or volunteers and (2) the actions of Consultant or its employees, subcontractor, or agents have contributed in no part to the injury, loss of life, damage to property, or violation of law. It is understood that the duty of Consultant to indemnify and hold harmless includes the duty to defend as set forth in Section 2778 of the California Civil Code. Acceptance by City of insurance certificates and endorsements required under this Agreement does not relieve Consultant from liability under this indemnification and hold harmless clause. This indemnification and hold harmless clause shall apply to any damages or claims for damages whether or not such insurance policies shall have been determined to apply. By execution of this Agreement, Consultant acknowledges and agrees to the provisions of this Section and that it is a material element of consideration.

In the event that Consultant or any employee, agent, or subcontractor of Consultant providing services under this Agreement is determined by a court of competent jurisdiction or the California Public Employees Retirement System (PERS) to be eligible for enrollment in PERS as an employee of City, Consultant shall indemnify, defend, and hold harmless City for the payment of any employee and/or employer contributions for PERS benefits on behalf of Consultant or its employees, agents, or subcontractors, as well as for the payment of any penalties and interest on such contributions, which would otherwise be the responsibility of City.

Section 6. STATUS OF CONSULTANT.

- 6.1 Independent Contractor. At all times during the term of this Agreement, Consultant shall be an independent contractor and shall not be an employee of City. City shall have the right to control Consultant only insofar as the results of Consultant's services rendered pursuant to this Agreement and assignment of personnel pursuant to Subparagraph 1.3. Otherwise, City shall not have the right to control the means by which Consultant accomplishes services rendered pursuant to this Agreement. Notwithstanding any other City, state, or federal policy, rule, regulation, law, or ordinance to the contrary, Consultant and any of its employees, agents, and subcontractors providing services under this Agreement shall not qualify for or become entitled to, and hereby agree to waive any and all claims to, any compensation, benefit, or any incident of employment by City, including but not limited to eligibility to enroll in the California Public Employees Retirement System (PERS) as an employee of City and entitlement to any contribution to be paid by City for employer contributions and/or employee contributions for PERS benefits.
- 6.2 Consultant No Agent. Except as City may specify in writing, Consultant shall have no authority, express or implied, to act on behalf of City in any capacity whatsoever as an agent. Consultant shall have no authority, express or implied, pursuant to this Agreement to bind City to any obligation whatsoever.

Section 7. LEGAL REQUIREMENTS.

- 7.1 Governing Law. The laws of the State of California shall govern this Agreement.
- 7.2 Compliance with Applicable Laws. Consultant and any subcontractors shall comply with all laws applicable to the performance of the work hereunder.
- 7.3 Other Governmental Regulations. To the extent that this Agreement may be funded by fiscal assistance from another governmental entity, Consultant and any subcontractors shall comply with all applicable rules and regulations to which City is bound by the terms of such fiscal assistance program.
- 7.4 Licenses and Permits. Consultant represents and warrants to City that Consultant and its employees, agents, and any subcontractors have all licenses, permits, qualifications, and approvals of whatsoever nature that are legally required to practice their respective professions. Consultant represents and warrants to City that Consultant and its employees, agents, any subcontractors shall, at their sole cost and expense, keep in effect at all times during the term of this Agreement any licenses, permits, and approvals that are legally required to practice their respective professions and to perform this Agreement. In addition to the foregoing, Consultant and any subcontractors shall obtain and maintain during the term of this Agreement valid business license from City.
- 7.5 Nondiscrimination and Equal Opportunity. Consultant shall not discriminate, on the basis of a person's race, religion, color, national origin, age, physical or mental handicap or disability, medical condition, marital status, sex, or sexual orientation, against any employee, applicant for employment, subcontractor, bidder for a subcontract, or participant in, recipient of, or applicant for any services or programs provided by Consultant under this

Agreement. Consultant shall comply with all applicable federal, state, and local laws, policies, rules, and requirements related to equal opportunity and nondiscrimination in employment, contracting, and the provision of any services that are the subject of this Agreement, including but not limited to the satisfaction of any positive obligations required of Consultant thereby.

Consultant shall include the provisions of this Subsection in any subcontract approved by the City or this Agreement.

Section 8. TERMINATION AND MODIFICATION.

- 8.1 Termination. City may terminate this Agreement at any time and without cause upon thirty (30) calendar days and written notification to Consultant.

In the event of termination, Consultant shall be entitled to compensation for services performed prior to the effective date of termination as provided in Section 2. City, however, may condition payment of such compensation upon Consultant delivering to City any or all documents, photographs, computer software, video and audio tapes, and other materials provided to Consultant or prepared by or for Consultant or the City in connection with this Agreement.

- 8.2 Amendments. The parties may amend this Agreement only by a writing signed by all the parties.

- 8.3 Assignment and Subcontracting. City and Consultant recognize and agree that this Agreement contemplates personal performance by Consultant and is based upon a determination of Consultant's unique personal competence, experience, and specialized personal knowledge. Moreover, a substantial inducement to City for entering into this Agreement was and is the professional reputation and competence of Consultant. Consultant may not assign this Agreement or any interest therein without the prior written approval of the City. Consultant shall not subcontract any portion of the performance contemplated and provided for herein, other than to the subcontractors listed in the Consultant's proposal, without prior written approval of the City.

- 8.4 Survival. All obligations arising prior to the termination of this Agreement and all provisions of this Agreement allocating liability between City and Consultant shall survive the termination of this Agreement.

8.5 Options upon Breach by Consultant. If Consultant materially breaches any of the terms of this Agreement, City's remedies shall include, but not be limited to, any or all of the following:

8.5.1 Immediate cancellation of the Agreement;

8.5.2 Retention of the plans, specifications, drawings, reports, design documents, and any other work product prepared by Consultant pursuant to this Agreement prior to cancellation; and

8.5.3 Retention of a different consultant at Consultant's cost to complete the work described in Exhibit A not finished by Consultant.

Section 9. KEEPING AND STATUS OF RECORDS.

9.1 Records Created as Part of Consultant's Performance. All reports, data, maps, models, charts, studies, surveys, photographs, memoranda, plans, studies, specifications, records, files, or any other documents or materials, in electronic or any other form, that Consultant prepares or obtains pursuant to this Agreement and that relate to the matters covered hereunder shall be the property of the City. Consultant hereby agrees to deliver those documents to the City at any time upon demand of the City. It is understood and agreed that the documents and other materials, including but not limited to those described above, prepared pursuant to this Agreement are prepared specifically for the City and are not necessarily suitable for any future or other use. Failure by Consultant to deliver these documents to the City within the time period specified by the City shall be a material breach of this Agreement. City and Consultant agree that, until final approval by City, all data, plans, specifications, reports and other documents are preliminary drafts not kept by the City in the ordinary course of business and will not be disclosed to third parties without prior written consent of both parties.

9.2 Consultant's Books and Records. Consultant shall maintain any and all ledgers, books of account, invoices, vouchers, canceled checks, and other records or documents evidencing or relating to charges for services or expenditures and disbursements charged to the City under this Agreement for a minimum of three (3) years, or for any longer period required by law, from the date of final payment to the Consultant to this Agreement.

9.3 Inspection and Audit of Records. Any records or documents that Section 9.2 of this Agreement requires Consultant to maintain shall be made available for inspection, audit, and/or copying at any time during regular business hours, upon oral or written request of the City. Under California Government Code Section 8546.7, if the amount of public funds expended under this Agreement exceeds TEN THOUSAND DOLLARS (\$10,000.00), the Agreement shall be subject to the examination and audit of the State Auditor, at the request of City or as part of any audit of the City, for a period of three (3) years after final payment under the Agreement.

Section 10 MISCELLANEOUS PROVISIONS.

10.1 Attorneys' Fees. If a party to this Agreement brings any action, including an action for declaratory relief, to enforce or interpret the provision of this Agreement, the prevailing

party shall be entitled to reasonable attorneys' fees in addition to any other relief to which that party may be entitled. The court may set such fees in the same action or in a separate action brought for that purpose.

- 10.2** Venue. In the event that either party brings any action against the other under this Agreement, the parties agree that trial of such action shall be vested exclusively in the state courts of California in the County of Amador or in the United States District Court for the Northern District of California.
- 10.3** Severability. If a court of competent jurisdiction finds or rules that any provision of this Agreement is invalid, void, or unenforceable, the provisions of this Agreement not so adjudged shall remain in full force and effect. The invalidity in whole or in part of any provision of this Agreement shall not void or affect the validity of any other provision of this Agreement.
- 10.4** No Implied Waiver of Breach. The waiver of performance or any breach of a specific provision of this Agreement does not constitute a waiver of any other breach of that term or any other term of this Agreement.
- 10.5** Successors and Assigns. The provisions of this Agreement shall inure to the benefit of and shall apply to and bind the successors and assigns of the parties.
- 10.6** Use of Recycled Products. Consultant shall prepare and submit all reports, written studies and other printed material on recycled paper to the extent it is available at equal or less cost than virgin paper.
- 10.7** Conflict of Interest. Consultant may serve other clients, but none whose activities within the corporate limits of City or whose business, regardless of location, would place Consultant in a "conflict of interest," as that term is defined in the Political Reform Act, codified at California Government Code Section 81000 *et seq.*

Consultant shall not employ any City official in the work performed pursuant to this Agreement. No officer or employee of City shall have any financial interest in this Agreement that would violate California Government Code Sections 1090 *et seq.*

Consultant hereby warrants that it is not now, nor has it been in the previous twelve (12) months, an employee, agent, appointee, or official of the City. If Consultant were an employee, agent, appointee, or official of the City in the previous twelve months, Consultant warrants that it did not participate in any manner in the forming of this Agreement. Consultant understands that, if this Agreement is made in violation of Government Code §1090 *et seq.*, the entire Agreement is void and Consultant will not be entitled to any compensation for services performed pursuant to this Agreement, including reimbursement of expenses, and Consultant will be required to reimburse the City for any sums paid to the Consultant. Consultant understands that, in addition to the foregoing, it may be subject to criminal prosecution for a violation of Government Code § 1090 and, if applicable, may be disqualified from holding public office in the State of California.

Consultant certifies that it has not paid any direct or contingent fee, contribution, donation or consideration of any kind to any firm, organization, or person (other than bona fide

employee of Consultant) in connection with procuring this Agreement, nor has Consultant agreed to employ or retain any firm, organization, or person in connection with the performance of this Agreement as a condition for obtaining this Agreement.

- 10.8** Solicitation. Consultant agrees not to solicit business at any meeting, focus group, or interview related to this Agreement, either orally or through any written materials.
- 10.9** Contract Administration. This Agreement shall be administered by Michael Rock, lone City Manager, who is authorized to act for, and on behalf of, City. All correspondence shall be directed to or through the Contract Administrator or his or her designee.
- 10.10** Notices. Any written notice to Consultant shall be sent to:
Dellavalle Laboratory, Inc.
1910 W. McKinley Avenue Suite #110
Fresno, CA 93728-1298
- Any written notice to City shall be sent to:
City of lone
1 East Main Street
lone, CA 95640
- 10.11** Professional Seal. Where applicable in the determination of the City, the first page of a technical report, first page of design specifications, and each page of construction drawings shall be stamped/sealed and signed by the licensed professional responsible for the report/design preparation.
- 10.12** Integration. This Agreement, including the exhibits, represents the entire and integrated agreement between City and Consultant and supersedes all prior negotiations, representations, or agreements, either written or oral.
- 10.13** Exhibits. All exhibits referenced in this Agreement are incorporated by reference herein.

CITY OF IONE

DELLAVALLE LABORATORY, INC.

Michael Rock, City Manager

Lisa Rubin, Project Coordinator

APPROVED AS TO FORM:

Carolyn Walker, City Attorney

ATTEST:

Janice Traverso, City Clerk

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August 25, 2022

Michael Rock,
Interim City Manager
City of Ione
mrock@ione-ca.com

Re: City of Ione Request for Proposal
Ione WWTF Quarterly and Annual Groundwater Monitoring Program

Dear Mr. Rock:

Dellavalle Laboratory Inc. (DLI) is pleased to present our Request for Proposal (RFP) to assist the City of Ione with the quarterly and annual groundwater monitoring program for the Ione Wastewater Treatment Facility (WWTF) and Castle Oaks Water Reclamation Plant (COWRP).

We have partnered with Provost & Pritchard Consulting Group and Del-Tech Geotechnical Support Services, Inc. as our sub-contracted consulting/sampling team for this project. We have a proven track record of collaboration for over 20 years.

The proposal outlines our approach to completing this project in a scientifically sound, justifiable, and efficient manner. It includes a description of our project understanding and approach and a statement of qualifications and experience.

DLI was founded in 1978 to assist growers in making agronomic decisions regarding irrigation applications and soil fertility. Over the years, we have grown into one of California's foremost consulting laboratories, specializing in environmental/agricultural markets and regulatory compliance.

DLI is headquartered in Fresno, California, with field offices in Hanford and Davis. Our 8,300 square foot facility specializes primarily in analyzing soil, water, and plant tissues. The laboratory is certified by the Environmental Laboratory Accreditation Program (ELAP) and the National Environmental Laboratory Accreditation Program (NELAP). Our laboratory staff has over 40 years of experience in analytical laboratory operations and management. We highly value quality assurance and quality control (QAQC), holding ourselves to the most professional of standards and ethics in support of natural resources protection and sustainability.

If you have any questions or need additional information, please contact Lisa Rubin, Project Coordinator, at (408) 667-7661 or via email at l.rubin@dellavallelab.com.

Thank you,

A handwritten signature in black ink that reads "Ben Nydam".

Ben Nydam
President, Dellavalle Laboratory, Inc.
E-mail: bnydam@dellavallelab.com

**Request for Proposal
Quarterly and Annual Groundwater Monitoring Program
Ione Wastewater Treatment Facility and the
Castle Oaks Water Reclamation Plant**

Prepared for

City of Ione

August 25, 2022

Prepared by

**Lisa Rubin, BS
Certified Crop Advisor #364619
Technical Consultant for Regulatory Affairs**



DELLAVALLE™
LABORATORY INC

1910 W. McKinley Avenue, Suite 110 • Fresno, California 93728-1298
Phone (559) 233-6129 • (800) 228-9896 • Fax (559) 268-8174
Website: www.dellavallelab.com

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Attachments

- Attachment 1: DLI and BSK Laboratory Certifications
- Attachment 2: Cost Proposal
- Attachment 3: Consultant and Subcontractors References
- Attachment 4: Bid Agreements

Project Understanding and Approach

Dellavalle Laboratory, Inc. (**DLI**) understands that the City of Lone (**City**) requires assistance with their quarterly and annual groundwater monitoring program (**Project**). This Project consists of two sites, the Lone Wastewater Treatment Facility (**WWTF**) and the Castle Oaks Golf Course (**COGC**). The WWTF groundwater monitoring is regulated by the Regional Water Quality Control Board by Monitoring and Reporting No. R5-2013-0022, and the COGC is regulated under Water Reclamation Requirements Order No. 93-240. The WWTF monitoring network consists of nine groundwater monitoring wells and 11 piezometers. While the COGC groundwater monitoring network consists of three monitoring wells and three piezometers.

The Project includes the geohydrological tasks of taking quarterly samples of the groundwater monitoring wells located at each site and measuring depth to water (DTW) in each of the wells and piezometers. Samples are to be delivered to a certified laboratory for testing, and once the analytical results are available, all information of the sampling events and analytical data are to be presented in quarterly reports, which will include historical data tables and graphs to submit to the City for review. It is understood that all work is to be completed under the direction of a professional registered with the State of California to complete the Project on a quarterly basis.

DLI has partnered with Provost & Pritchard Consulting (**P&P**) and Del-Tech Geotechnical Support Services (**Del-Tech**) as our sub-consulting/sampling team to complete this project and henceforth are referred to as the **Project Team**. The Project Team consists of diverse interdisciplinary professionals including a licensed professional geologist, Certified Crop Advisor, environmental specialists, and a NELAP/ELAP certified laboratory (**Figure 1**).

Project Team

Key Personnel

Lisa Rubin, CCA

Project Coordinator

Dellavalle Laboratory, Inc.

Lisa has served both the public and private sector in environmental program permit writing, evaluation, and monitoring and reporting. With an emphasis in water quality control and environmental fate of nutrients for agricultural and industrial food processing discharges to land, she has provided written recommendations and determined state program eligibility for the California Regional Water Quality Control Board. Lisa is a Certified Crop Advisor and Certified Technical Service Provider for NRCS CAP 102.

Darylyn Tachella, PG 9661

Supervising Licensed Professional Geologist

Provost & Pritchard Consulting Group

Darylyn has worked with the environmental and water resources division at P&P as an Associate Geologist since 2014. Her specialty is environmental investigation & remediation projects, monitoring, data management, and reporting. She is also involved in groundwater resource work.

Cassandra Harlan

Engineering Contractor License No. 657366

Del-Tech Geotechnical Support Services, Inc.

Cassie has the honor of carrying on her father's business that he built in 1988. She performs the collection of soil, water and air samples on a daily basis up and down the state of California. She is the work horse for the Central Valley Dairy Representative Monitoring Program, several municipalities, and engineering firms.

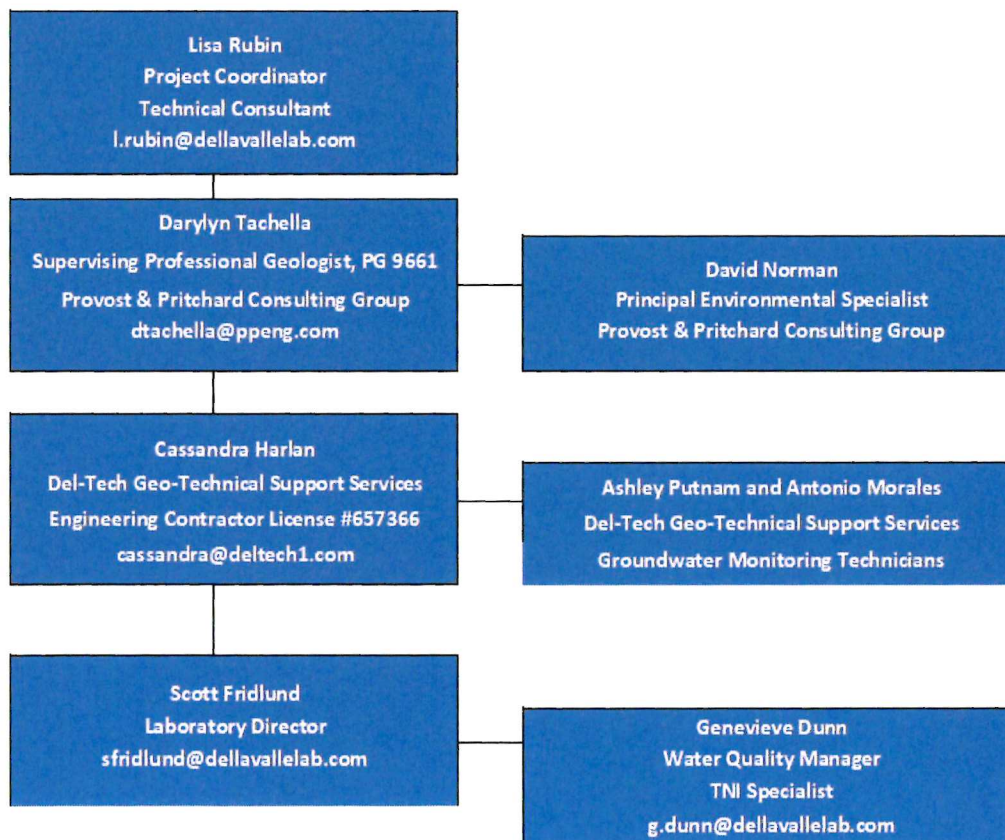
Scott Fridlund

Lab Director/Chemist

Dellavalle Laboratory, Inc.

Scott Fridlund has more than 30 years of experience in chemistry and managing laboratory operations. His professional experience includes overseeing laboratory personnel, procedure reviews and safety training. Scott has a Masters of Agricultural Chemistry from U.C. Davis. He worked in the Division of Agricultural and Natural Resources Lab prior to joining the Dellavalle Laboratory team in 1993.

Figure 1. Project Team Organizational Chart



Project Work Plan

Task 1: Field Work (Del-Tech)

Once each quarter, Del-Tech will measure the depth-to-water (DTW) in all monitoring wells and piezometers prior to commencing sample collection. At the WWTF, MW-1, MW-1A, MW-2, MW-2A, MW-3, MW-3A, MW-4, MW-4A, and MW-5A will be purged and sampled. At COGC, MW-1, MW-2, and MW-3 will be purged and sampled.

Prior to purging and sampling, DTW will be measured from the north side and top edge of well casing. DTW measurements (ft) are subtracted from the depth of well (ft) to determine standing water column (SWC) measurements in feet. The SWC is multiplied by the gallons per foot of depth (0.1632 for 2-inch diameter well casing) to determine calculated purge volume.

All monitoring wells will have installed Waterra dedicated tubing and check-valves. Each monitoring well will be purged to remove standing water within the well casing that may not be representative of formation water. Purge water samples will be monitored in the field for temperature, pH, electrical conductivity (EC), oxidation-reduction potential (ORP), NTU (turbidity), and dissolved oxygen.

Instrument calibration will be carried out daily in the field prior to measuring purge parameters. Field records of water sampling events will be included in all monitoring reports.

Groundwater samples will be collected for laboratory analysis after a minimum of three well casing volumes of water have been removed and the field parameters for purge water have stabilized. Upon sampling, DTW measurements will be retaken and recorded to determine recharge conditions. The following target criteria for three consecutive measurements are used to define stabilization:

- ◆ temperature +/- 0.1 degrees Celsius
- ◆ pH +/- 0.1 units
- ◆ specific conductance +/- 3%
- ◆ ORP +/- 10 millivolts

Samples will be collected in the appropriate laboratory prepared containers, labeled, and placed directly into an ice cooled chest and delivered under chain-of-custody protocols to DLI's analytical laboratory.

Field Sampling Quality Control: Water level meter probe will be cleaned in the field as necessary with Alconox soap and water. New nitrile gloves will be worn at each sampling site.

Task 2: Laboratory Analysis (Dellavalle Laboratory, Inc.)

The proposed groundwater testing requirements required in the RFPs are listed in **Table 1**. The table includes analyses, units, proposed analytical methods, which are all approved by the Regional Water Quality Control Board, Central Valley, and testing lab. Dissolved arsenic and Total Coliform Organisms (1x10 MTF) will be analyzed by BSK Associates (Environmental Laboratory Accreditation Program # 1180). DLI maintains certifications through the National Environmental Laboratory Accreditation Program (NELAP #6440.02) and the Environmental Laboratory Accreditation Program (ELAP #1595). All accreditations are presented in **Attachment 1**.

Table 1. Groundwater Laboratory Analyses

| *Analysis | Units | Method | Laboratory |
|---|---------------------|---------------|------------|
| pH | S.U. | SM 4500-H B | DLI |
| EC | µmhos/cm | SM 2510-B | DLI |
| Total Dissolved Solids | mg/L | SM 2540C | DLI |
| Dissolved Iron | mg/L | EPA 200.7 | DLI |
| Dissolved Manganese | mg/L | EPA 200.7 | DLI |
| Nitrate as Nitrogen | mg/L | EPA 300.0 | DLI |
| Ammonia as Nitrogen | mg/L | SM 4500-NH3-H | DLI |
| Total Coliform Organisms | MPN/100ml | SM-9221B | BSK |
| Dissolved Arsenic | mg/L | EPA 200.8 | BSK |
| Dissolved Aluminum | mg/L | EPA 200.7 | DLI |
| Dissolved Boron | mg/L | EPA 200.7 | DLI |
| Dissolved Calcium | mg/L | EPA 200.7 | DLI |
| Chloride | mg/L | EPA 300.0 | DLI |
| Dissolved Magnesium | mg/L | EPA 200.7 | DLI |
| Total Kjeldahl Nitrogen | mg/L | EPA 351.2 | DLI |
| Total Nitrogen | mg/L | calculation | DLI |
| Dissolved Potassium | mg/L | EPA 200.7 | DLI |
| Dissolved Sodium | mg/L | EPA 200.7 | DLI |
| Sulfate | mg/L | EPA 300.0 | DLI |
| Total Alkalinity Series | mg/L | SM 2320-B | DLI |
| Hardness | calculation (Mg+Ca) | EPA 200.7 | DLI |
| * All methods approved by the Regional Water Quality Control Board and part of ELAP and NELAP accredited methods. | | | |

Task 3: Reporting

DLI will report the quarterly and annual groundwater monitoring and analytical results to the supervising registered professional geologist as a series of field notes, groundwater quality data in Microsoft Excel for graphic display and analyses, and historical data tables. P&P will produce the following for DLI:

- Calculation of the groundwater elevation at each monitoring well or piezometer and determination of groundwater flow direction and gradient based on quarterly measurements of the 20 monitoring wells and 7 piezometers by a California Professional Geologist (PG). Groundwater elevation contour maps will be produced each quarter and delivered as a PDF. A copy of each map with the Castle Oaks Golf Course outlined will be provided each quarter.
- Preparation of a PG stamped transmittal cover letter to accompany the groundwater elevation contour map each quarter for each site. The letters will include comparisons of pervious flow direction and gradient and seasonal water level trends. The letter will also include a narrative discussion of the analytical data provided by DLI, including spatial and temporal trends.

DLI will create the formal groundwater monitoring reports (1st, 2nd, 3rd, and 4th Quarter/Annual) for the City to review/comment prior to final submittal to the Regional Board. The reports will include the discharger information, project description, and environmental setting, a summary of the effluent and groundwater quality, and copies of field forms and laboratory analyses.

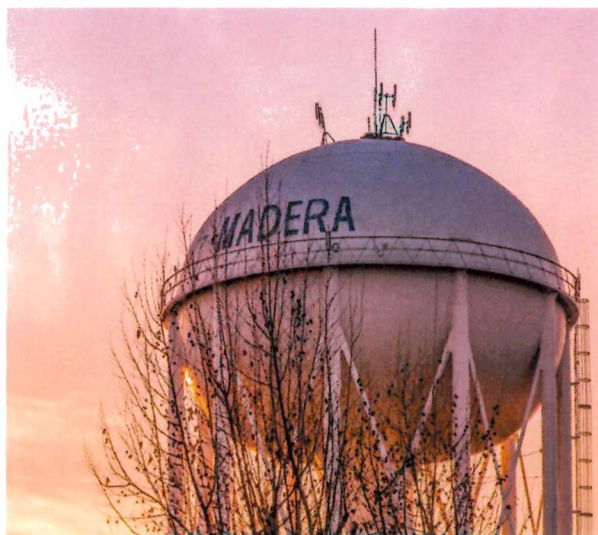
Fee Proposal

All fees associated with this proposal are direct costs with a “not to exceed” maximum cost for all work identified in the Scope of Services for the first year of service. The Cost Proposal is presented in **Attachment 2** and provides a breakdown of the proposed fees by task in accordance with the tasks defined in the proposed Project Work Plan. Frequency and sampling sites are also listed in the cost proposal.

References

The requested reference sheets which provide a list of similar projects completed by the consultant and sub-consultants under which services like those required by this RFP were performed are presented in **Attachment 3**. They include a brief description of the services, dates the services were provided, and name and telephone number of references familiar with the services provided.

The following Prime Contractor references are presented:



Drinking Water Sampling and Data Management

City of Madera

John Botwright, Water System Supervisor

jbotwright@madera.gov

Office: (559) 661-5466

Groundwater Monitoring Program

City of Madera WWTP

Drew Martinez, Environment Compliance Inspector

dmartinez@madera.gov

Office: (559) 661-5467

Quarterly and annual sampling/analysis of residential drinking water for the City of Madera and monthly/ groundwater monitoring and well sampling and analysis for the WWTP land application areas.

DLI Project Staff: Martin James, Water Specialist D3/T2



Monitoring Well Sampling and Analysis

Leprino Foods Company

Richard Csillag, Environmental Manager

rcsillag@leprinofoods.com

Office: (559) 925-7368

Services provided for industrial food processing plant include wastewater chemical and physical analyses, bio-sludge analysis for nutrients and heavy metals, and State mandated groundwater monitoring well sampling, analysis, and technical reporting.

DLI Project Staff: Lisa Rubin
Certified Crop Advisor

Exceptions

The current Waste Discharge Requirements for the WWTF states in their associated MRP that *“samples shall be collected and analyzed using approved EPA methods or other methods approved by the Central Valley Water Board.”* DLI has listed the proposed methods in Table 1. All proposed methods are approved by Central Valley Waterboard and listed in the mandated laboratory accreditations.

Attachment 1
DLI and BSK Laboratory Certifications



1910 W. McKinley Avenue, Suite 110 • Fresno, California 93728-1298
Phone (559) 233-6129 • (800) 228-9896 • Fax (559) 268-8174
website: dellavallelab.com



SCOPE OF ACCREDITATION TO ISO/IEC 17025:2017

DELLAVALLE LABORATORY, INC
1910 W. McKinley Ave Suite 110
Fresno, CA 93631
Genevieve Dunn Phone: 559 233 6129

ENVIRONMENTAL

Valid To: October 31, 2023

Certificate Number: 6440.02

In recognition of the successful completion of the A2LA evaluation process, (including an assessment of the laboratory's compliance with ISO IEC 17025:2017, the 2016 TNI Environmental Testing Laboratory Standard, and the U.S. FDA's Good Laboratory Practices Act requirements as specified in the Code of Federal Regulations Title 21 part 58) accreditation is granted to this laboratory to perform recognized EPA methods using the following testing technologies and in the analyte categories identified below:

Test Technology: IDEXX Colilert

| <u>Analyte / Parameter</u> | <u>Drinking Water</u> | <u>Non-Potable Water</u> |
|----------------------------|-----------------------------|--|
| Acidity | ----- | SM 2310 B-2011 |
| Alkalinity | SM 2320 B-1997 | SM 2320 B-2011 |
| Aluminum | EPA 200.7 SM 3120 B | EPA 200.7 (1994 Rev 4.4) SM 3120 B-2011 |
| Ammonia (as N) | ----- | SM 4500-NH3 H-2011 |
| Barium | EPA 200.7 SM 3120 B | EPA 200.7 (1994 Rev 4.4) SM 3120 B-2011 |
| Beryllium | EPA 200.7 SM 3120 B | EPA 200.7 (1994 Rev 4.4) SM 3120 B-2011 |
| Biochemical Oxygen Demand | ----- | SM 5210 B-2011 SM 5210 B-2016 |
| Boron | EPA 200.7 | EPA 200.7 (1994 Rev 4.4) SM 3120 B-2011 |
| Cadmium | EPA 200.7 | EPA 200.7 (1994 Rev 4.4) SM 3120 B-2011 |
| Calcium | EPA 200.7 SM 3120 B-1999 | EPA 200.7 (1994 Rev 4.4) SM 3120 B-2011 |
| CBOD5 | ----- | SM 5210 B-2011 |
| Chemical Oxygen Demand | ----- | SM 5220 D-2011 |
| Chloride | EPA 300.0 | SM 4500 Cl ⁻ D-2011 EPA 300.0 (1993 Rev 2.1) |

| Analyte / Parameter | Drinking Water | Non-Potable Water |
|---------------------------------|---------------------------------|--|
| Chromium | EPA 200.7 SM 3120 B | EPA 200.7 (1994 Rev 4.4) SM 3120 B-2011 |
| Color | ----- | SM 2120 B-2011 |
| Copper | EPA 200.7 SM 3120 B | EPA 200.7 (1994 Rev 4.4) SM 3120 B-2011 |
| Escherichia coli (Enumeration) | SM 9223 B Colilert | ----- |
| Escherichia coli (Enumeration) | SM 9223 B Colilert 18 | ----- |
| Escherichia coli P/A | SM 9223 B Colilert | ----- |
| Escherichia coli P/A | SM 9223 B Colilert 18 | ----- |
| Escherichia coli P/A | SM 9223 B Colisure | ----- |
| Fluoride | EPA 300.0 | EPA 300.0 (1993 Rev 2.1) |
| Hardness (Calculation) | EPA 200.7 SM 3120 B-1999 | EPA 200.7 |
| Hardness (Calculation) | SM 2340 B-1997 | SM 2340 B-2011 |
| Hydrogen Ion (pH) | EPA 150.1 SM 4500-H+ B-2000 | SM 4500-H+ B-2011 |
| Iron | EPA 200.7 SM 3120 B | EPA 200.7 (1994 Rev 4.4) SM 3120 B-2011 |
| Kjeldahl Nitrogen, Total (as N) | ----- | NM 4500-Norg D-2011 |
| Magnesium | EPA 200.7 SM 3120 B-1999 | EPA 200.7 (1994 Rev 4.4) SM 3120 B-2011 |
| Manganese | EPA 200.7 SM 3120 B | EPA 200.7 (1994 Rev 4.4) SM 3120 B-2011 |
| Molybdenum | ----- | EPA 200.7 (1994 Rev 4.4) SM 3120 B-2011 |
| Nickel | EPA 200.7 SM 3120 B | EPA 200.7 (1994 Rev 4.4) SM 3120 B-2011 |
| Nitrate (as N) | EPA 300.0 SM 4500-NO3 F-2000 | EPA 300.0 (1993 Rev 2.1) SM 4500-NO3 F-2011 SM 4500-NO3 F-2016 |
| Nitrate-Nitrite (as N) | ----- | EPA 300.0 (1993 Rev 2.1) SM 4500-NO3 F-2011 SM 4500-NO3 F-2016 |
| Nitrite (as N) | EPA 300.0 SM 4500-NO2 B-2000 | EPA 300.0 (1993 Rev 2.1) SM 4500-NO2 B-2011 |
| Organic Carbon – Total (TOC) | ----- | SM 5310 B-2011 SM 5310 B-2014 |
| Phosphate, Ortho (as P) | EPA 300.0 | EPA 300.0 (1993 Rev 2.1) |
| Phosphorus, Total | ----- | EPA 200.7 (1994 Rev 4.4) SM 3120 B-2011 |
| Potassium | EPA 200.7 SM 3120 B-1999 | EPA 200.7 (1994 Rev 4.4) SM 3120 B-2011 |

| Analyte / Parameter | Drinking Water | Non-Potable Water |
|-------------------------------|-----------------------------|--|
| Residue, Filterable TDS | SM 2450 C-1997 | SM 2540 C-2011 SM 2540 C-2015 |
| Residue, Non-filterable TSS | ----- | SM 2540 D-2011 SM 2540 D-2015 |
| Residue, Settleable | ----- | SM 2540 F-2011 SM 2540 F-2015 |
| Residue, Total | ----- | SM 2540 B-2011 SM 2540 B-2015 |
| Residue, Volatile | ----- | EPA 160.4 (1971) SM 2540 E-2011 SM 2540 C-2015 |
| Silica | EPA 200.7 SM 3120 B-1999 | SM 3120 B-2011 |
| Silica, Dissolved | ----- | EPA 200.7 (1994 Rev 4.4) |
| Silver | EPA 200.7 SM 3120 B | EPA 200.7 (1994 Rev 4.4) SM 3120 B-2011 |
| Sodium | EPA 200.7 | EPA 200.7 (1994 Rev 4.4) SM 3120 B-2011 |
| Specific Conductance | SM 2510 B-1997 | SM 2510 B-2011 |
| Sulfate (as SO ₄) | EPA 300.0 | EPA 300.0 (1993 Rev 2.1) |
| Total Coliform (Enumeration) | SM 9223 B Colilert | ----- |
| Total Coliform (Enumeration) | SM 9223 B Colilert 18 | ----- |
| Total Coliform P/A | SM 9223 B Colilert | ----- |
| Total Coliform P/A | SM 9223 B Colilert 18 | ----- |
| Total Coliform P/A | SM 9223 B Colisure | ----- |
| Turbidity | SM 2130 B-2001 | SM 2130 B-2011 |
| Zinc | EPA 200.7 SM 3120 B | EPA 200.7 (1994 Rev 4.4) SM 3120 B-2011 |



Accredited Laboratory

A2LA has accredited

DELLAVALLE LABORATORY, INC.

Fresno, CA

for technical competence in the field of

Environmental Testing

This laboratory is accredited in accordance with the recognized International Standard ISO/IEC 17025:2017 General requirements for the competence of testing and calibration laboratories. This laboratory also meets the requirements of the A2LA R206 – Specific Requirements – Environmental Testing Laboratory Accreditation Program. This accreditation demonstrates technical competence for a defined scope and the operation of a laboratory quality management system (refer to joint ISO-ILAC-IAF Communiqué dated April 2017).



Presented this 5th day of November 2021.

A blue ink signature of the Vice President, Accreditation Services.

Vice President, Accreditation Services
For the Accreditation Council
Certificate Number 6440.02
Valid to October 31, 2023

For the tests to which this accreditation applies, please refer to the laboratory's Environmental Scope of Accreditation.



STATE WATER RESOURCES CONTROL BOARD
REGIONAL WATER QUALITY CONTROL BOARDS

CALIFORNIA STATE



ENVIRONMENTAL LABORATORY ACCREDITATION PROGRAM

**CERTIFICATE OF
ENVIRONMENTAL LABORATORY ACCREDITATION**

Is hereby granted to

Dellavalle Laboratory, Inc.

1910 West McKinley Avenue

Fresno, CA 93728

Scope of the certificate is limited to the
"Fields of Accreditation"
which accompany this Certificate.

Continued accredited status depends on compliance with applicable laws and regulations,
proficiency testing studies, and payment of applicable fees.

This Certificate is granted in accordance with provisions of
Section 100825, et seq. of the Health and Safety Code.

Certificate No.: **1595**

Effective Date: **9/1/2021**

Expiration Date: **8/31/2023**

A handwritten signature in blue ink, reading "Christine Sotelo".

Sacramento, California
subject to forfeiture or revocation

Christine Sotelo, Program Manager
Environmental Laboratory Accreditation Program



CALIFORNIA STATE
ENVIRONMENTAL LABORATORY ACCREDITATION PROGRAM
Fields of Accreditation



Dellavalle Laboratory, Inc.

1910 West McKinley Avenue
Fresno, CA 93728
Phone: 5592336129

Certificate Number: 1595
Expiration Date: 8/31/2023

Field of Accreditation: 101 - Microbiology of Drinking Water

| | | | |
|---------|-----|------------------------------|-----------------------|
| 101.050 | 001 | Total Coliform P/A | SM 9223 B Colilert |
| 101.050 | 002 | E. coli P/A | SM 9223 B Colilert |
| 101.050 | 003 | Total Coliform (Enumeration) | SM 9223 B Colilert |
| 101.050 | 004 | E. coli (Enumeration) | SM 9223 B Colilert |
| 101.050 | 005 | Total Coliform P/A | SM 9223 B Colilert 18 |
| 101.050 | 006 | E. coli P/A | SM 9223 B Colilert 18 |
| 101.050 | 007 | Total Coliform (Enumeration) | SM 9223 B Colilert 18 |
| 101.050 | 008 | E. coli (Enumeration) | SM 9223 B Colilert 18 |
| 101.050 | 009 | Total Coliform P/A | SM 9223 B Colisure |
| 101.050 | 010 | E. coli P/A | SM 9223 B Colisure |

Field of Accreditation: 102 - Inorganic Chemistry of Drinking Water

| | | | |
|---------|-----|-------------------------------|----------------|
| 102.015 | 001 | Hydrogen Ion (pH) | EPA 150.1 |
| 102.026 | 001 | Calcium | EPA 200.7 |
| 102.026 | 002 | Magnesium | EPA 200.7 |
| 102.026 | 003 | Potassium | EPA 200.7 |
| 102.026 | 004 | Silica | EPA 200.7 |
| 102.026 | 005 | Sodium | EPA 200.7 |
| 102.026 | 006 | Hardness (Calculation) | EPA 200.7 |
| 102.030 | 003 | Chloride | EPA 300.0 |
| 102.030 | 005 | Fluoride | EPA 300.0 |
| 102.030 | 006 | Nitrate (as N) | EPA 300.0 |
| 102.030 | 007 | Nitrite (as N) | EPA 300.0 |
| 102.030 | 008 | Phosphate, Ortho (as P) | EPA 300.0 |
| 102.030 | 009 | Sulfate (as SO ₄) | EPA 300.0 |
| 102.095 | 001 | Turbidity | SM 2130 B-2001 |
| 102.100 | 001 | Alkalinity | SM 2320 B-1997 |
| 102.120 | 001 | Hardness (Calculation) | SM 2340 B-1997 |
| 102.130 | 001 | Specific Conductance | SM 2510 B-1997 |
| 102.140 | 001 | Residue, Filterable TDS | SM 2540 C-1997 |
| 102.147 | 001 | Calcium | SM 3120 B-1999 |
| 102.147 | 002 | Magnesium | SM 3120 B-1999 |
| 102.147 | 003 | Potassium | SM 3120 B-1999 |
| 102.147 | 004 | Silica | SM 3120 B-1999 |

Dellavalle Laboratory, Inc.**Certificate Number:** 1595**Expiration Date:** 8/31/2023

| | | | |
|---------|-----|-------------------|-------------------------|
| 102.171 | 001 | Chloride | SM 4500-Chloride D-1997 |
| 102.203 | 001 | Hydrogen Ion (pH) | SM 4500-H+ B-2000 |
| 102.220 | 001 | Nitrite (as N) | SM 4500-NO2 B-2000 |
| 102.234 | 001 | Nitrite (as N) | SM 4500-NO3 F-2000 |
| 102.234 | 002 | Nitrate (as N) | SM 4500-NO3 F-2000 |

Field of Accreditation:103 - Toxic Chemical Elements of Drinking Water

| | | | |
|---------|-----|-----------|-----------|
| 103.060 | 001 | Aluminum | SM 3120 B |
| 103.060 | 003 | Barium | SM 3120 B |
| 103.060 | 004 | Beryllium | SM 3120 B |
| 103.060 | 007 | Chromium | SM 3120 B |
| 103.060 | 008 | Copper | SM 3120 B |
| 103.060 | 009 | Iron | SM 3120 B |
| 103.060 | 011 | Manganese | SM 3120 B |
| 103.060 | 015 | Silver | SM 3120 B |
| 103.060 | 017 | Zinc | SM 3120 B |
| 103.130 | 001 | Aluminum | EPA 200.7 |
| 103.130 | 003 | Barium | EPA 200.7 |
| 103.130 | 004 | Beryllium | EPA 200.7 |
| 103.130 | 007 | Chromium | EPA 200.7 |
| 103.130 | 008 | Copper | EPA 200.7 |
| 103.130 | 009 | Iron | EPA 200.7 |
| 103.130 | 011 | Manganese | EPA 200.7 |
| 103.130 | 012 | Nickel | EPA 200.7 |
| 103.130 | 015 | Silver | EPA 200.7 |
| 103.130 | 017 | Zinc | EPA 200.7 |
| 103.130 | 018 | Boron | EPA 200.7 |

Field of Accreditation:108 - Inorganic Constituents in Non-Potable Water

| | | | |
|---------|-----|-------------------------|---------------------------|
| 108.007 | 001 | Residue, Volatile | EPA 160.4 (1971) |
| 108.013 | 001 | Calcium | EPA 200.7 (1994 Rev. 4.4) |
| 108.013 | 002 | Magnesium | EPA 200.7 (1994 Rev. 4.4) |
| 108.013 | 003 | Phosphorus, Total | EPA 200.7 (1994 Rev. 4.4) |
| 108.013 | 004 | Potassium | EPA 200.7 (1994 Rev. 4.4) |
| 108.013 | 005 | Silica, Dissolved | EPA 200.7 (1994 Rev. 4.4) |
| 108.013 | 006 | Sodium | EPA 200.7 (1994 Rev. 4.4) |
| 108.017 | 002 | Chloride | EPA 300.0 (1993 Rev. 2.1) |
| 108.017 | 003 | Fluoride | EPA 300.0 (1993 Rev. 2.1) |
| 108.017 | 004 | Nitrate (as N) | EPA 300.0 (1993 Rev. 2.1) |
| 108.017 | 005 | Nitrate-Nitrite (as N) | EPA 300.0 (1993 Rev. 2.1) |
| 108.017 | 006 | Nitrite (as N) | EPA 300.0 (1993 Rev. 2.1) |
| 108.017 | 007 | Phosphate, Ortho (as P) | EPA 300.0 (1993 Rev. 2.1) |
| 108.017 | 008 | Sulfate (as SO4) | EPA 300.0 (1993 Rev. 2.1) |
| 108.055 | 001 | Color | SM 2120 B-2011 |

Dellavalle Laboratory, Inc.**Certificate Number:** 1595**Expiration Date:** 8/31/2023

| | | | |
|---------|-----|---------------------------------|---------------------|
| 108.059 | 001 | Turbidity | SM 2130 B-2011 |
| 108.061 | 001 | Acidity | SM 2310 B-2011 |
| 108.063 | 001 | Alkalinity | SM 2320 B-2011 |
| 108.065 | 001 | Hardness (Calculation) | SM 2340 B-2011 |
| 108.069 | 001 | Specific Conductance | SM 2510 B-2011 |
| 108.071 | 001 | Residue, Total | SM 2540 B-2011 |
| 108.073 | 001 | Residue, Filterable TDS | SM 2540 C-2011 |
| 108.075 | 001 | Residue, Non-filterable TSS | SM 2540 D-2011 |
| 108.077 | 001 | Residue, Volatile | SM 2540 E-2011 |
| 108.077 | 002 | Residue, Fixed Filterable (FDS) | SM 2540 E-2011 |
| 108.079 | 001 | Residue, Settleable | SM 2540 F-2011 |
| 108.083 | 001 | Calcium | SM 3120 B-2011 |
| 108.083 | 002 | Magnesium | SM 3120 B-2011 |
| 108.083 | 003 | Potassium | SM 3120 B-2011 |
| 108.083 | 005 | Sodium | SM 3120 B-2011 |
| 108.083 | 006 | Phosphorus, Total | SM 3120 B-2011 |
| 108.137 | 001 | Hydrogen Ion (pH) | SM 4500-H+ B-2011 |
| 108.149 | 001 | Ammonia (as N) | SM 4500-NH3 H-2011 |
| 108.151 | 001 | Kjeldahl Nitrogen, Total (as N) | SM 4500-Norg D-2011 |
| 108.153 | 001 | Nitrite (as N) | SM 4500-NO2 B-2011 |
| 108.159 | 001 | Nitrate-Nitrite (as N) | SM 4500-NO3 F-2011 |
| 108.207 | 001 | Biochemical Oxygen Demand | SM 5210 B-2011 |
| 108.207 | 002 | Carbonaceous BOD | SM 5210 B-2011 |
| 108.213 | 001 | Chemical Oxygen Demand | SM 5220 D-2011 |
| 108.215 | 001 | Organic Carbon-Total (TOC) | SM 5310 B-2011 |

Field of Accreditation: 109 - Metals and Trace Elements in Non-Potable Water

| | | | |
|---------|-----|------------|---------------------------|
| 109.623 | 001 | Aluminum | EPA 200.7 (1994 Rev. 4.4) |
| 109.623 | 004 | Barium | EPA 200.7 (1994 Rev. 4.4) |
| 109.623 | 005 | Beryllium | EPA 200.7 (1994 Rev. 4.4) |
| 109.623 | 006 | Boron | EPA 200.7 (1994 Rev. 4.4) |
| 109.623 | 007 | Cadmium | EPA 200.7 (1994 Rev. 4.4) |
| 109.623 | 008 | Chromium | EPA 200.7 (1994 Rev. 4.4) |
| 109.623 | 010 | Copper | EPA 200.7 (1994 Rev. 4.4) |
| 109.623 | 011 | Iron | EPA 200.7 (1994 Rev. 4.4) |
| 109.623 | 013 | Manganese | EPA 200.7 (1994 Rev. 4.4) |
| 109.623 | 014 | Molybdenum | EPA 200.7 (1994 Rev. 4.4) |
| 109.623 | 015 | Nickel | EPA 200.7 (1994 Rev. 4.4) |
| 109.623 | 017 | Silver | EPA 200.7 (1994 Rev. 4.4) |
| 109.623 | 022 | Zinc | EPA 200.7 (1994 Rev. 4.4) |
| 109.675 | 001 | Aluminum | SM 3120 B-2011 |
| 109.675 | 004 | Barium | SM 3120 B-2011 |
| 109.675 | 005 | Beryllium | SM 3120 B-2011 |

Dellavalle Laboratory, Inc.**Certificate Number:** 1595
Expiration Date: 8/31/2023

| | | | |
|---------|-----|------------|----------------|
| 109.675 | 006 | Boron | SM 3120 B-2011 |
| 109.675 | 007 | Cadmium | SM 3120 B-2011 |
| 109.675 | 008 | Chromium | SM 3120 B-2011 |
| 109.675 | 010 | Copper | SM 3120 B-2011 |
| 109.675 | 011 | Iron | SM 3120 B-2011 |
| 109.675 | 013 | Manganese | SM 3120 B-2011 |
| 109.675 | 014 | Molybdenum | SM 3120 B-2011 |
| 109.675 | 015 | Nickel | SM 3120 B-2011 |
| 109.675 | 017 | Silver | SM 3120 B-2011 |
| 109.675 | 020 | Zinc | SM 3120 B-2011 |



STATE WATER RESOURCES CONTROL BOARD
REGIONAL WATER QUALITY CONTROL BOARD

CALIFORNIA STATE



ENVIRONMENTAL LABORATORY ACCREDITATION PROGRAM

**CERTIFICATE OF
ENVIRONMENTAL LABORATORY ACCREDITATION**

Is hereby granted to

BSK Associates

Fresno Analytical Laboratory

1414 Stanislaus Street

Fresno, CA 93706-1623

Scope of the certificate is limited to the
"Fields of Accreditation"
which accompany this Certificate.

Continued accredited status depends on compliance with applicable laws and regulations,
proficiency testing studies, and payment of applicable fees.

This Certificate is granted in accordance with provisions of
Section 100825, et seq. of the Health and Safety Code.

Certificate No.: **1180**

Effective Date: **5/1/2022**

Expiration Date: **4/30/2024**

Sacramento, California
subject to forfeiture or revocation

Christine Sotelo, Program Manager
Environmental Laboratory Accreditation Program



**CALIFORNIA STATE
ENVIRONMENTAL LABORATORY ACCREDITATION PROGRAM
Fields of Accreditation**



BSK Associates

Fresno Analytical Laboratory
1414 Stanislaus Street
Fresno, CA 93706-1623
Phone: 5594972888

**Certificate Number: 1180
Expiration Date: 4/30/2024**

Field of Accreditation:101 - Microbiology of Drinking Water

| | | | |
|---------|-----|------------------------------|-----------------------|
| 101.010 | 001 | Heterotrophic Bacteria | SM 9215 B |
| 101.020 | 004 | Total Coliform (Enumeration) | SM 9221 B,C |
| 101.020 | 005 | Fecal Coliform (Enumeration) | SM 9221 B,E |
| 101.020 | 006 | E. coli (Enumeration) | SM 9221 B,F |
| 101.050 | 005 | Total Coliform P/A | SM 9223 B Colilert 18 |
| 101.050 | 006 | E. coli P/A | SM 9223 B Colilert 18 |
| 101.050 | 007 | Total Coliform (Enumeration) | SM 9223 B Colilert 18 |
| 101.050 | 008 | E. coli (Enumeration) | SM 9223 B Colilert 18 |

Field of Accreditation:102 - Inorganic Chemistry of Drinking Water

| | | | |
|---------|-----|-------------------------|-------------------|
| 102.026 | 001 | Calcium | EPA 200.7 |
| 102.026 | 002 | Magnesium | EPA 200.7 |
| 102.026 | 003 | Potassium | EPA 200.7 |
| 102.026 | 004 | Silica | EPA 200.7 |
| 102.026 | 005 | Sodium | EPA 200.7 |
| 102.030 | 001 | Bromide | EPA 300.0 |
| 102.030 | 003 | Chloride | EPA 300.0 |
| 102.030 | 005 | Fluoride | EPA 300.0 |
| 102.030 | 006 | Nitrate (as N) | EPA 300.0 |
| 102.030 | 007 | Nitrite (as N) | EPA 300.0 |
| 102.030 | 008 | Phosphate,Ortho (as P) | EPA 300.0 |
| 102.030 | 009 | Sulfate (as SO4) | EPA 300.0 |
| 102.040 | 001 | Bromide | EPA 300.1 |
| 102.040 | 002 | Chlorite | EPA 300.1 |
| 102.040 | 003 | Chlorate | EPA 300.1 |
| 102.044 | 001 | Bromate | EPA 317.0 |
| 102.045 | 001 | Perchlorate | EPA 314.0 |
| 102.047 | 001 | Perchlorate | EPA 331.0 |
| 102.095 | 001 | Turbidity | SM 2130 B-2001 |
| 102.100 | 001 | Alkalinity | SM 2320 B-1997 |
| 102.120 | 001 | Hardness (Calculation) | SM 2340 B-1997 |
| 102.130 | 001 | Specific Conductance | SM 2510 B-1997 |
| 102.140 | 001 | Residue, Filterable TDS | SM 2540 C-1997 |
| 102.174 | 001 | Chlorine, Free | SM 4500-Cl F-2000 |

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Certificate Number: 1180

Expiration Date: 4/30/2024

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|---------|-----|--------------------------------|-------------------|
| 102.174 | 002 | Chlorine, Total Residual | SM 4500-Cl F-2000 |
| 102.175 | 001 | Chlorine, Free | SM 4500-Cl G-2000 |
| 102.175 | 002 | Chlorine, Total Residual | SM 4500-Cl G-2000 |
| 102.190 | 001 | Cyanide, Total | SM 4500-CN E-1999 |
| 102.203 | 001 | Hydrogen Ion (pH) | SM 4500-H+ B-2000 |
| 102.240 | 001 | Phosphate,Ortho (as P) | SM 4500-P E-1999 |
| 102.262 | 001 | Organic Carbon-Total (TOC) | SM 5310 C-2000 |
| 102.263 | 001 | Dissolved Organic Carbon (DOC) | SM 5310 C-2000 |
| 102.270 | 001 | Surfactants | SM 5540 C-2000 |
| 102.280 | 001 | UV254 | SM 5910 B-2011 |

Field of Accreditation:103 - Toxic Chemical Elements of Drinking Water

| | | | |
|---------|-----|-----------------------------------|-----------|
| 103.130 | 001 | Aluminum | EPA 200.7 |
| 103.130 | 003 | Barium | EPA 200.7 |
| 103.130 | 008 | Copper | EPA 200.7 |
| 103.130 | 009 | Iron | EPA 200.7 |
| 103.130 | 011 | Manganese | EPA 200.7 |
| 103.130 | 015 | Silver | EPA 200.7 |
| 103.130 | 017 | Zinc | EPA 200.7 |
| 103.130 | 018 | Boron | EPA 200.7 |
| 103.140 | 002 | Antimony | EPA 200.8 |
| 103.140 | 003 | Arsenic | EPA 200.8 |
| 103.140 | 004 | Barium | EPA 200.8 |
| 103.140 | 005 | Beryllium | EPA 200.8 |
| 103.140 | 006 | Cadmium | EPA 200.8 |
| 103.140 | 007 | Chromium | EPA 200.8 |
| 103.140 | 008 | Copper | EPA 200.8 |
| 103.140 | 009 | Lead | EPA 200.8 |
| 103.140 | 011 | Mercury | EPA 200.8 |
| 103.140 | 012 | Nickel | EPA 200.8 |
| 103.140 | 013 | Selenium | EPA 200.8 |
| 103.140 | 014 | Silver | EPA 200.8 |
| 103.140 | 015 | Thallium | EPA 200.8 |
| 103.140 | 016 | Zinc | EPA 200.8 |
| 103.140 | 018 | Vanadium | EPA 200.8 |
| 103.310 | 001 | Chromium VI (Hexavalent Chromium) | EPA 218.6 |
| 103.311 | 001 | Chromium VI (Hexavalent Chromium) | EPA 218.7 |

Field of Accreditation:104 - Volatile Organic Chemistry of Drinking Water

| | | | |
|---------|-----|------------------------------------|--------------|
| 104.030 | 001 | 1,2-Dibromoethane (EDB) | EPA 504.1 |
| 104.030 | 002 | 1,2-Dibromo-3-chloropropane (DBCP) | EPA 504.1 |
| 104.035 | 001 | 1,2,3-Trichloropropane (TCP) | SRL 524M-TCP |
| 104.200 | 001 | 1,1,1,2-Tetrachloroethane | EPA 524.2 |
| 104.200 | 002 | 1,1,1-Trichloroethane | EPA 524.2 |

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|---------|-----|---|-----------|
| 104.200 | 003 | 1,1,2,2-Tetrachloroethane | EPA 524.2 |
| 104.200 | 004 | 1,1,2-Trichloroethane | EPA 524.2 |
| 104.200 | 005 | 1,1-Dichloroethane | EPA 524.2 |
| 104.200 | 006 | 1,1-Dichloroethylene (1,1-Dichloroethene) | EPA 524.2 |
| 104.200 | 007 | 1,2,3-Trichlorobenzene | EPA 524.2 |
| 104.200 | 008 | 1,2,4-Trichlorobenzene | EPA 524.2 |
| 104.200 | 009 | 1,2,4-Trimethylbenzene | EPA 524.2 |
| 104.200 | 010 | 1,2-Dichlorobenzene | EPA 524.2 |
| 104.200 | 011 | 1,2-Dichloroethane (Ethylene Dichloride) | EPA 524.2 |
| 104.200 | 012 | 1,2-Dichloropropane | EPA 524.2 |
| 104.200 | 013 | 1,3,5-Trimethylbenzene | EPA 524.2 |
| 104.200 | 014 | 1,3-Dichlorobenzene | EPA 524.2 |
| 104.200 | 015 | 1,4-Dichlorobenzene | EPA 524.2 |
| 104.200 | 016 | 2-Chlorotoluene | EPA 524.2 |
| 104.200 | 017 | 4-Chlorotoluene | EPA 524.2 |
| 104.200 | 018 | Benzene | EPA 524.2 |
| 104.200 | 019 | Carbon Disulfide | EPA 524.2 |
| 104.200 | 020 | Carbon Tetrachloride | EPA 524.2 |
| 104.200 | 021 | Chlorobenzene | EPA 524.2 |
| 104.200 | 022 | cis-1,2-Dichloroethylene (cis 1,2 Dichloroethene) | EPA 524.2 |
| 104.200 | 023 | cis-1,3-Dichloropropylene (cis 1,3 Dichloropropene) | EPA 524.2 |
| 104.200 | 024 | Dichlorodifluoromethane | EPA 524.2 |
| 104.200 | 025 | Dichloromethane (Methylene Chloride) | EPA 524.2 |
| 104.200 | 027 | Ethyl tert-butyl Ether (ETBE) | EPA 524.2 |
| 104.200 | 028 | Ethylbenzene | EPA 524.2 |
| 104.200 | 029 | Isopropylbenzene | EPA 524.2 |
| 104.200 | 030 | Methyl isobutyl ketone (MIBK, 4-Methyl-2-pentanone) | EPA 524.2 |
| 104.200 | 031 | Methyl tert-butyl Ether (MTBE) | EPA 524.2 |
| 104.200 | 032 | Naphthalene | EPA 524.2 |
| 104.200 | 033 | n-Butylbenzene | EPA 524.2 |
| 104.200 | 034 | N-propylbenzene | EPA 524.2 |
| 104.200 | 035 | sec-Butylbenzene | EPA 524.2 |
| 104.200 | 036 | Styrene | EPA 524.2 |
| 104.200 | 037 | t-Butyl alcohol (2-Methyl-2-propanol) | EPA 524.2 |
| 104.200 | 038 | tert-Amyl Methyl Ether (TAME) | EPA 524.2 |
| 104.200 | 039 | tert-Butylbenzene | EPA 524.2 |
| 104.200 | 040 | Tetrachloroethylene (Tetrachloroethene) | EPA 524.2 |
| 104.200 | 041 | Toluene | EPA 524.2 |
| 104.200 | 042 | trans-1,2-Dichloroethylene (trans- 1,2 Dichloroethene) | EPA 524.2 |
| 104.200 | 043 | trans-1,3-Dichloropropylene (trans-1,3 Dichloropropene) | EPA 524.2 |
| 104.200 | 044 | Trichloroethylene (Trichloroethene) | EPA 524.2 |
| 104.200 | 045 | Trichlorofluoromethane | EPA 524.2 |

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|---------|-----|---|-----------|
| 104.200 | 046 | Trichlorotrifluoroethane | EPA 524.2 |
| 104.200 | 047 | Vinyl Chloride | EPA 524.2 |
| 104.200 | 101 | m-Xylene | EPA 524.2 |
| 104.200 | 102 | m+p-Xylene | EPA 524.2 |
| 104.200 | 103 | o-Xylene | EPA 524.2 |
| 104.200 | 104 | p-Xylene | EPA 524.2 |
| 104.200 | 201 | Bromodichloromethane | EPA 524.2 |
| 104.200 | 202 | Bromoform | EPA 524.2 |
| 104.200 | 203 | Chloroform | EPA 524.2 |
| 104.200 | 204 | Dibromochloromethane (Chlorodibromomethane) | EPA 524.2 |

Field of Accreditation: 105 - Semi-volatile Organic Chemistry of Drinking Water

| | | | |
|---------|-----|---------------------------|-----------|
| 105.010 | 002 | Alachlor | EPA 505 |
| 105.010 | 003 | Atrazine | EPA 505 |
| 105.010 | 004 | Chlordane | EPA 505 |
| 105.010 | 006 | Endrin | EPA 505 |
| 105.010 | 007 | Heptachlor | EPA 505 |
| 105.010 | 008 | Heptachlor Epoxide | EPA 505 |
| 105.010 | 009 | Hexachlorobenzene | EPA 505 |
| 105.010 | 010 | Hexachlorocyclopentadiene | EPA 505 |
| 105.010 | 011 | Lindane (HCH-gamma) | EPA 505 |
| 105.010 | 012 | Methoxychlor | EPA 505 |
| 105.010 | 013 | Simazine | EPA 505 |
| 105.010 | 014 | Toxaphene | EPA 505 |
| 105.010 | 015 | PCBs as Aroclors (screen) | EPA 505 |
| 105.083 | 001 | 2,4-D | EPA 515.4 |
| 105.083 | 002 | Dinoseb | EPA 515.4 |
| 105.083 | 003 | Pentachlorophenol | EPA 515.4 |
| 105.083 | 004 | Picloram | EPA 515.4 |
| 105.083 | 005 | 2,4,5-TP (Silvex) | EPA 515.4 |
| 105.083 | 006 | Dalapon | EPA 515.4 |
| 105.083 | 007 | Bentazon | EPA 515.4 |
| 105.083 | 008 | Dicamba | EPA 515.4 |
| 105.091 | 001 | Alachlor | EPA 525.3 |
| 105.091 | 003 | Atrazine | EPA 525.3 |
| 105.091 | 004 | Bromacil | EPA 525.3 |
| 105.091 | 005 | Benzo(a)pyrene | EPA 525.3 |
| 105.091 | 006 | Butachlor | EPA 525.3 |
| 105.091 | 008 | Diazinon | EPA 525.3 |
| 105.091 | 009 | Di(2-ethylhexyl) Adipate | EPA 525.3 |
| 105.091 | 018 | Metolachlor | EPA 525.3 |
| 105.091 | 019 | Metribuzin | EPA 525.3 |
| 105.091 | 020 | Molinate | EPA 525.3 |

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|---------|-----|--|-----------|
| 105.091 | 022 | Propachlor | EPA 525.3 |
| 105.091 | 023 | Simazine | EPA 525.3 |
| 105.091 | 024 | Thiobencarb | EPA 525.3 |
| 105.100 | 001 | Aldicarb (Temik) | EPA 531.1 |
| 105.100 | 002 | Aldicarb Sulfone | EPA 531.1 |
| 105.100 | 003 | Aldicarb Sulfoxide | EPA 531.1 |
| 105.100 | 004 | Carbaryl (Sevin) | EPA 531.1 |
| 105.100 | 005 | Carbofuran (Furadan) | EPA 531.1 |
| 105.100 | 006 | 3-Hydroxycarbofuran | EPA 531.1 |
| 105.100 | 007 | Methomyl (Lannate) | EPA 531.1 |
| 105.100 | 008 | Oxamyl | EPA 531.1 |
| 105.103 | 001 | 11-Chloroeicosafluoro-3-oxaundecane-1-sulfonic acid (11Cl-PF3OUdS) | EPA 533 |
| 105.103 | 002 | 9-Chlorohexadecafluoro-3-oxanonane-1-sulfonic acid (9Cl-PF3ONS) | EPA 533 |
| 105.103 | 003 | 4,8-Dioxa-3H-perfluorononanoic acid (ADONA) | EPA 533 |
| 105.103 | 004 | Hexafluoropropylene Oxide Dimer Acid (HFPO-DA) | EPA 533 |
| 105.103 | 005 | Nonafluoro-3,6-dioxaheptanoic acid (NFDHA) | EPA 533 |
| 105.103 | 006 | Perfluorobutanoic Acid (PFBA) | EPA 533 |
| 105.103 | 007 | Perfluorobutane Sulfonic Acid (PFBS) | EPA 533 |
| 105.103 | 008 | 1H,1H, 2H, 2H-Perfluorodecane sulfonic acid (8:2FTS) | EPA 533 |
| 105.103 | 009 | Perfluorodecanoic Acid (PFDA) | EPA 533 |
| 105.103 | 010 | Perfluorododecanoic Acid (PFDoA) | EPA 533 |
| 105.103 | 011 | Perfluoro(2-ethoxyethane) sulfonic acid (PFEESA) | EPA 533 |
| 105.103 | 012 | Perfluoroheptane Sulfonic Acid (PFHpS) | EPA 533 |
| 105.103 | 013 | Perfluoroheptanoic Acid (PFHpA) | EPA 533 |
| 105.103 | 014 | 1H,1H, 2H, 2H-Perfluorohexane sulfonic acid (4:2FTS) | EPA 533 |
| 105.103 | 015 | Perfluorohexane Sulfonic Acid (PFHxS) | EPA 533 |
| 105.103 | 016 | Perfluorohexanoic Acid (PFHxA) | EPA 533 |
| 105.103 | 017 | Perfluoro-3-methoxypropanoic acid (PFMPA) | EPA 533 |
| 105.103 | 018 | Perfluoro-4-methoxybutanoic acid (PFMBA) | EPA 533 |
| 105.103 | 019 | Perfluorononanoic Acid (PFNA) | EPA 533 |
| 105.103 | 020 | 1H,1H, 2H, 2H-Perfluorooctane sulfonic acid (6:2FTS) | EPA 533 |
| 105.103 | 021 | Perfluorooctane Sulfonic Acid (PFOS) | EPA 533 |
| 105.103 | 022 | Perfluorooctanoic Acid (PFOA) | EPA 533 |
| 105.103 | 023 | Perfluoropentanoic Acid (PFPeA) | EPA 533 |
| 105.103 | 024 | Perfluoropentane Sulfonic Acid (PFPeS) | EPA 533 |
| 105.103 | 025 | Perfluoroundecanoic Acid (PFUnDA) | EPA 533 |
| 105.106 | 001 | 11-Chloroeicosafluoro-3-oxaundecane-1-sulfonic acid (11Cl-PF3OUdS) | EPA 537.1 |
| 105.106 | 002 | 9-Chlorohexadecafluoro-3-oxanonane-1-sulfonic acid (9Cl-PF3ONS) | EPA 537.1 |
| 105.106 | 003 | 4,8-Dioxa-3H-perfluorononanoic acid (ADONA) | EPA 537.1 |
| 105.106 | 004 | Hexafluoropropylene Oxide Dimer Acid (HFPO-DA) | EPA 537.1 |
| 105.106 | 005 | N-Ethylperfluorooctane Sulfonamido Acetic Acid (NEtFOSAA) | EPA 537.1 |
| 105.106 | 006 | N-Methylperfluorooctane Sulfonamido Acetic Acid (NMeFOSAA) | EPA 537.1 |

| | | | |
|---------|-----|---------------------------------------|-----------|
| 105.106 | 007 | Perfluorobutane Sulfonic Acid (PFBS) | EPA 537.1 |
| 105.106 | 008 | Perfluorodecanoic Acid (PFDA) | EPA 537.1 |
| 105.106 | 009 | Perfluorododecanoic Acid (PFDoA) | EPA 537.1 |
| 105.106 | 010 | Perfluoroheptanoic Acid (PFHpA) | EPA 537.1 |
| 105.106 | 011 | Perfluorohexane Sulfonic Acid (PFHxS) | EPA 537.1 |
| 105.106 | 012 | Perfluorohexanoic Acid (PFHxA) | EPA 537.1 |
| 105.106 | 013 | Perfluorononanoic Acid (PFNA) | EPA 537.1 |
| 105.106 | 014 | Perfluorooctanoic Acid (PFOA) | EPA 537.1 |
| 105.106 | 015 | Perfluorooctane Sulfonic Acid (PFOS) | EPA 537.1 |
| 105.106 | 016 | Perfluorotetradecanoic Acid (PFTDA) | EPA 537.1 |
| 105.106 | 017 | Perfluorotridecanoic Acid (PFTTrDA) | EPA 537.1 |
| 105.106 | 018 | Perfluoroundecanoic Acid (PFUnDA) | EPA 537.1 |
| 105.120 | 001 | Glyphosate | EPA 547 |
| 105.140 | 001 | Endothall | EPA 548.1 |
| 105.150 | 001 | Diquat | EPA 549.2 |
| 105.201 | 003 | Bromoacetic Acid | EPA 552.3 |
| 105.201 | 004 | Chloroacetic Acid | EPA 552.3 |
| 105.201 | 005 | Dibromoacetic Acid | EPA 552.3 |
| 105.201 | 006 | Dichloroacetic Acid | EPA 552.3 |
| 105.201 | 007 | Trichloroacetic Acid | EPA 552.3 |

Field of Accreditation:106 - Radionuclides in Drinking Water

| | | | |
|---------|-----|---------|-----------|
| 106.092 | 001 | Uranium | EPA 200.8 |
|---------|-----|---------|-----------|

Field of Accreditation:107 - Microbiological Methods for Non-Potable Water and Sewage Sludge

| | | | |
|---------|-----|------------------------------|----------------------------|
| 107.001 | 001 | Total Coliform (Enumeration) | SM 9221 B,C-2006 |
| 107.001 | 002 | Fecal Coliform (Enumeration) | SM 9221 C,E-2006 |
| 107.001 | 003 | E. coli (Enumeration) | SM 9221 C,F-2006 |
| 107.015 | 001 | E. coli (Enumeration) | SM 9223 B-2004 Colilert 18 |

Field of Accreditation:108 - Inorganic Constituents in Non-Potable Water

| | | | |
|---------|-----|-------------------------------|-----------|
| 108.013 | 001 | Calcium | EPA 200.7 |
| 108.013 | 002 | Magnesium | EPA 200.7 |
| 108.013 | 004 | Potassium | EPA 200.7 |
| 108.013 | 005 | Silica, Dissolved | EPA 200.7 |
| 108.013 | 006 | Sodium | EPA 200.7 |
| 108.017 | 001 | Bromide | EPA 300.0 |
| 108.017 | 002 | Chloride | EPA 300.0 |
| 108.017 | 003 | Fluoride | EPA 300.0 |
| 108.017 | 004 | Nitrate (as N) | EPA 300.0 |
| 108.017 | 005 | Nitrate-Nitrite (as N) | EPA 300.0 |
| 108.017 | 006 | Nitrite (as N) | EPA 300.0 |
| 108.017 | 007 | Phosphate,Ortho (as P) | EPA 300.0 |
| 108.017 | 008 | Sulfate (as SO ₄) | EPA 300.0 |
| 108.019 | 001 | Bromide | EPA 300.1 |

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|---------|-----|---------------------------------|--------------------|
| 108.025 | 001 | Ammonia (as N) | EPA 350.1 |
| 108.029 | 001 | Kjeldahl Nitrogen, Total (as N) | EPA 351.2 |
| 108.039 | 001 | Phosphorus, Total | EPA 365.4 |
| 108.053 | 002 | Oil & Grease, Total Recoverable | EPA 1664 B |
| 108.055 | 001 | Color | SM 2120 B-2011 |
| 108.059 | 001 | Turbidity | SM 2130 B-2011 |
| 108.063 | 001 | Alkalinity | SM 2320 B-2011 |
| 108.065 | 001 | Hardness (Calculation) | SM 2340 B-2011 |
| 108.069 | 001 | Specific Conductance | SM 2510 B-2011 |
| 108.071 | 001 | Residue, Total | SM 2540 B-2011 |
| 108.073 | 001 | Residue, Filterable TDS | SM 2540 C-2011 |
| 108.075 | 001 | Residue, Non-filterable TSS | SM 2540 D-2011 |
| 108.077 | 001 | Residue, Volatile | SM 2540 E-2011 |
| 108.079 | 001 | Residue, Settleable | SM 2540 F-2011 |
| 108.080 | 001 | Temperature | SM 2550 B-2010 |
| 108.109 | 001 | Chlorine, Total Residual | SM 4500-Cl F-2011 |
| 108.109 | 002 | Chlorine, Free | SM 4500-Cl F-2011 |
| 108.114 | 001 | Chlorine, Total Residual | SM 4500-Cl G-2011 |
| 108.114 | 002 | Chlorine, Free | SM 4500-Cl G-2011 |
| 108.125 | 001 | Cyanide, Total | SM 4500-CN E-2011 |
| 108.129 | 001 | Cyanide, Available | SM 4500-CN G-2011 |
| 108.131 | 001 | Fluoride | SM 4500-F C-2011 |
| 108.137 | 001 | Hydrogen Ion (pH) | SM 4500-H+ B-2011 |
| 108.159 | 001 | Nitrate-Nitrite (as N) | SM 4500-NO3 F-2011 |
| 108.165 | 001 | Oxygen, Dissolved | SM 4500-O C-2011 |
| 108.175 | 001 | Phosphate, Ortho (as P) | SM 4500-P E-2011 |
| 108.175 | 002 | Phosphorus, Total | SM 4500-P E-2011 |
| 108.207 | 001 | Biochemical Oxygen Demand | SM 5210 B-2011 |
| 108.207 | 002 | Carbonaceous BOD | SM 5210 B-2011 |
| 108.213 | 001 | Chemical Oxygen Demand | SM 5220 D-2011 |
| 108.217 | 001 | Organic Carbon-Total (TOC) | SM 5310 C-2011 |
| 108.225 | 001 | Surfactants | SM 5540 C-2011 |

Field of Accreditation: 109 - Metals and Trace Elements in Non-Potable Water

| | | | |
|---------|-----|-----------|-----------|
| 109.623 | 001 | Aluminum | EPA 200.7 |
| 109.623 | 004 | Barium | EPA 200.7 |
| 109.623 | 006 | Boron | EPA 200.7 |
| 109.623 | 007 | Cadmium | EPA 200.7 |
| 109.623 | 008 | Chromium | EPA 200.7 |
| 109.623 | 010 | Copper | EPA 200.7 |
| 109.623 | 011 | Iron | EPA 200.7 |
| 109.623 | 012 | Lead | EPA 200.7 |
| 109.623 | 013 | Manganese | EPA 200.7 |

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|---------|-----|-----------------------------------|-----------|
| 109.623 | 015 | Nickel | EPA 200.7 |
| 109.623 | 017 | Silver | EPA 200.7 |
| 109.623 | 019 | Tin | EPA 200.7 |
| 109.623 | 020 | Titanium | EPA 200.7 |
| 109.625 | 001 | Aluminum | EPA 200.8 |
| 109.625 | 002 | Antimony | EPA 200.8 |
| 109.625 | 003 | Arsenic | EPA 200.8 |
| 109.625 | 004 | Barium | EPA 200.8 |
| 109.625 | 005 | Beryllium | EPA 200.8 |
| 109.625 | 007 | Cadmium | EPA 200.8 |
| 109.625 | 008 | Chromium | EPA 200.8 |
| 109.625 | 009 | Cobalt | EPA 200.8 |
| 109.625 | 010 | Copper | EPA 200.8 |
| 109.625 | 012 | Iron | EPA 200.8 |
| 109.625 | 013 | Lead | EPA 200.8 |
| 109.625 | 014 | Manganese | EPA 200.8 |
| 109.625 | 015 | Molybdenum | EPA 200.8 |
| 109.625 | 016 | Nickel | EPA 200.8 |
| 109.625 | 017 | Selenium | EPA 200.8 |
| 109.625 | 018 | Silver | EPA 200.8 |
| 109.625 | 019 | Thallium | EPA 200.8 |
| 109.625 | 020 | Tin | EPA 200.8 |
| 109.625 | 022 | Vanadium | EPA 200.8 |
| 109.625 | 023 | Zinc | EPA 200.8 |
| 109.629 | 001 | Chromium VI (Hexavalent Chromium) | EPA 218.6 |
| 109.639 | 001 | Mercury | EPA 245.7 |

Field of Accreditation: 110 - Volatile Organic Constituents in Non-Potable Water

| | | | |
|---------|-----|---|-----------|
| 110.040 | 001 | Acetone | EPA 624.1 |
| 110.040 | 003 | Acrolein | EPA 624.1 |
| 110.040 | 004 | Acrylonitrile | EPA 624.1 |
| 110.040 | 005 | Benzene | EPA 624.1 |
| 110.040 | 006 | Bromodichloromethane | EPA 624.1 |
| 110.040 | 007 | Bromoform | EPA 624.1 |
| 110.040 | 008 | Bromomethane (Methyl Bromide) | EPA 624.1 |
| 110.040 | 009 | t-Butyl alcohol (2-Methyl-2-propanol) | EPA 624.1 |
| 110.040 | 010 | Carbon Tetrachloride | EPA 624.1 |
| 110.040 | 011 | Chlorobenzene | EPA 624.1 |
| 110.040 | 012 | Chloroethane | EPA 624.1 |
| 110.040 | 013 | 2-Chloroethyl vinyl Ether | EPA 624.1 |
| 110.040 | 014 | Chloroform | EPA 624.1 |
| 110.040 | 015 | Chloromethane (Methyl Chloride) | EPA 624.1 |
| 110.040 | 016 | Dibromochloromethane (Chlorodibromomethane) | EPA 624.1 |

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|---------|-----|---|-----------|
| 110.040 | 017 | 1,2-Dichlorobenzene | EPA 624.1 |
| 110.040 | 018 | 1,3-Dichlorobenzene | EPA 624.1 |
| 110.040 | 019 | 1,4-Dichlorobenzene | EPA 624.1 |
| 110.040 | 020 | 1,1-Dichloroethane | EPA 624.1 |
| 110.040 | 021 | 1,2-Dichloroethane (Ethylene Dichloride) | EPA 624.1 |
| 110.040 | 022 | 1,1-Dichloroethylene (1,1-Dichloroethene) | EPA 624.1 |
| 110.040 | 023 | trans-1,2-Dichloroethylene (trans- 1,2 Dichloroethene) | EPA 624.1 |
| 110.040 | 024 | 1,2-Dichloropropane | EPA 624.1 |
| 110.040 | 025 | cis-1,3-Dichloropropylene (cis 1,3 Dichloropropene) | EPA 624.1 |
| 110.040 | 026 | trans-1,3-Dichloropropylene (trans-1,3 Dichloropropene) | EPA 624.1 |
| 110.040 | 029 | Ethylbenzene | EPA 624.1 |
| 110.040 | 031 | Methylene Chloride (Dichloromethane) | EPA 624.1 |
| 110.040 | 032 | 4-Methyl-2-pentanone (Methyl Isobutyl Ketone) | EPA 624.1 |
| 110.040 | 034 | 1,1,2,2-Tetrachloroethane | EPA 624.1 |
| 110.040 | 035 | Tetrachloroethylene (Tetrachloroethene) | EPA 624.1 |
| 110.040 | 037 | Toluene | EPA 624.1 |
| 110.040 | 038 | 1,1,1-Trichloroethane | EPA 624.1 |
| 110.040 | 039 | 1,1,2-Trichloroethane | EPA 624.1 |
| 110.040 | 040 | Trichloroethylene (Trichloroethene) | EPA 624.1 |
| 110.040 | 041 | Vinyl Chloride | EPA 624.1 |
| 110.040 | 042 | m-Xylene | EPA 624.1 |
| 110.040 | 043 | o-Xylene | EPA 624.1 |
| 110.040 | 044 | p-Xylene | EPA 624.1 |
| 110.040 | 045 | Trichlorofluoromethane | EPA 624.1 |
| 110.040 | 046 | m+p-Xylene | EPA 624.1 |
| 110.040 | 047 | 2-Butanone (MEK) | EPA 624.1 |

Field of Accreditation: 111 - Semi-volatile Organic Constituents in Non-Potable Water

| | | | |
|---------|-----|---------------------|-----------|
| 111.055 | 001 | Aldrin | EPA 608.3 |
| 111.055 | 002 | alpha-BHC | EPA 608.3 |
| 111.055 | 003 | beta-BHC | EPA 608.3 |
| 111.055 | 004 | delta-BHC | EPA 608.3 |
| 111.055 | 005 | gamma-BHC (Lindane) | EPA 608.3 |
| 111.055 | 006 | Chlordane | EPA 608.3 |
| 111.055 | 007 | 4,4'-DDD | EPA 608.3 |
| 111.055 | 008 | 4,4'-DDE | EPA 608.3 |
| 111.055 | 009 | 4,4'-DDT | EPA 608.3 |
| 111.055 | 010 | Dieldrin | EPA 608.3 |
| 111.055 | 011 | Endosulfan I | EPA 608.3 |
| 111.055 | 012 | Endosulfan II | EPA 608.3 |
| 111.055 | 013 | Endosulfan Sulfate | EPA 608.3 |
| 111.055 | 014 | Endrin | EPA 608.3 |
| 111.055 | 015 | Endrin Aldehyde | EPA 608.3 |

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|---------|-----|---|-----------|
| 111.055 | 016 | Heptachlor | EPA 608.3 |
| 111.055 | 017 | Heptachlor Epoxide | EPA 608.3 |
| 111.055 | 019 | PCB-1016 (Aroclor-1016) | EPA 608.3 |
| 111.055 | 020 | PCB-1221 (Aroclor-1221) | EPA 608.3 |
| 111.055 | 021 | PCB-1232 (Aroclor-1232) | EPA 608.3 |
| 111.055 | 022 | PCB-1242 (Aroclor-1242) | EPA 608.3 |
| 111.055 | 023 | PCB-1248 (Aroclor-1248) | EPA 608.3 |
| 111.055 | 024 | PCB-1254 (Aroclor-1254) | EPA 608.3 |
| 111.055 | 025 | PCB-1260 (Aroclor-1260) | EPA 608.3 |
| 111.055 | 046 | Methoxychlor | EPA 608.3 |
| 111.055 | 060 | Toxaphene | EPA 608.3 |
| 111.160 | 001 | Acenaphthene | EPA 625.1 |
| 111.160 | 002 | Acenaphthylene | EPA 625.1 |
| 111.160 | 003 | Anthracene | EPA 625.1 |
| 111.160 | 004 | Benzidine | EPA 625.1 |
| 111.160 | 005 | Benzo(a)anthracene | EPA 625.1 |
| 111.160 | 006 | Benzo(a)pyrene | EPA 625.1 |
| 111.160 | 007 | Benzo(b)fluoranthene | EPA 625.1 |
| 111.160 | 008 | Benzo(g,h,i)perylene | EPA 625.1 |
| 111.160 | 009 | Benzo(k)fluoranthene | EPA 625.1 |
| 111.160 | 010 | Bis(2-chloroethoxy) Methane | EPA 625.1 |
| 111.160 | 011 | Bis(2-chloroethyl) Ether | EPA 625.1 |
| 111.160 | 012 | bis(2-Chloroisopropyl) ether (2,2'-Oxybis[1-chloropropane]) | EPA 625.1 |
| 111.160 | 013 | Bis(2-ethylhexyl)phthalate (Di(2-ethylhexyl) phthalate) | EPA 625.1 |
| 111.160 | 014 | 4-Bromophenyl Phenyl Ether | EPA 625.1 |
| 111.160 | 015 | Butyl Benzyl Phthalate | EPA 625.1 |
| 111.160 | 016 | 2-Chloronaphthalene | EPA 625.1 |
| 111.160 | 017 | 4-Chlorophenyl Phenyl Ether | EPA 625.1 |
| 111.160 | 018 | Chrysene | EPA 625.1 |
| 111.160 | 019 | Dibenz(a,h)anthracene | EPA 625.1 |
| 111.160 | 020 | 3,3'-Dichlorobenzidine | EPA 625.1 |
| 111.160 | 021 | Diethyl Phthalate | EPA 625.1 |
| 111.160 | 022 | Dimethyl Phthalate | EPA 625.1 |
| 111.160 | 023 | Di-n-butyl Phthalate | EPA 625.1 |
| 111.160 | 024 | 2,4-Dinitrotoluene | EPA 625.1 |
| 111.160 | 025 | 2,6-Dinitrotoluene | EPA 625.1 |
| 111.160 | 026 | Di-n-octyl Phthalate | EPA 625.1 |
| 111.160 | 027 | Fluoranthene | EPA 625.1 |
| 111.160 | 028 | Fluorene | EPA 625.1 |
| 111.160 | 029 | Hexachlorobenzene | EPA 625.1 |
| 111.160 | 030 | Hexachlorobutadiene | EPA 625.1 |
| 111.160 | 031 | Hexachloroethane | EPA 625.1 |

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| 111.160 | 032 | Indeno(1,2,3-c,d)pyrene | EPA 625.1 |
| 111.160 | 033 | Isophorone | EPA 625.1 |
| 111.160 | 034 | Naphthalene | EPA 625.1 |
| 111.160 | 035 | Nitrobenzene | EPA 625.1 |
| 111.160 | 036 | N-nitroso-di-n-propylamine | EPA 625.1 |
| 111.160 | 037 | Phenanthrene | EPA 625.1 |
| 111.160 | 038 | Pyrene | EPA 625.1 |
| 111.160 | 039 | 1,2,4-Trichlorobenzene | EPA 625.1 |
| 111.160 | 040 | 4-Chloro-3-methylphenol | EPA 625.1 |
| 111.160 | 041 | 2-Chlorophenol | EPA 625.1 |
| 111.160 | 042 | 2,4-Dichlorophenol | EPA 625.1 |
| 111.160 | 043 | 2,4-Dimethylphenol | EPA 625.1 |
| 111.160 | 044 | 2,4-Dinitrophenol | EPA 625.1 |
| 111.160 | 045 | 2-Methyl-4,6-dinitrophenol | EPA 625.1 |
| 111.160 | 046 | 2-Nitrophenol | EPA 625.1 |
| 111.160 | 047 | 4-Nitrophenol | EPA 625.1 |
| 111.160 | 048 | Pentachlorophenol | EPA 625.1 |
| 111.160 | 049 | Phenol | EPA 625.1 |
| 111.160 | 050 | 2,4,6-Trichlorophenol | EPA 625.1 |
| 111.160 | 098 | Hexachlorocyclopentadiene | EPA 625.1 |
| 111.160 | 108 | N-nitrosodimethylamine | EPA 625.1 |
| 111.160 | 110 | N-nitrosodiphenylamine | EPA 625.1 |
| 111.345 | 001 | N-Ethylperfluorooctane Sulfonamido Acetic Acid (NEtFOSAA) | DoD QSM Version 5.1 (or newer) |
| 111.345 | 002 | 4:2 Fluorotelomer Sulfonic Acid (4:2 FTS) | DoD QSM Version 5.1 (or newer) |
| 111.345 | 003 | 6:2 Fluorotelomer Sulfonic Acid (6:2 FTS) | DoD QSM Version 5.1 (or newer) |
| 111.345 | 004 | 8:2 Fluorotelomer Sulfonic Acid (8:2 FTS) | DoD QSM Version 5.1 (or newer) |
| 111.345 | 005 | N-Methylperfluorooctane Sulfonamido Acetic Acid (NMeFOSAA) | DoD QSM Version 5.1 (or newer) |
| 111.345 | 006 | Perfluorobutanoic Acid (PFBA) | DoD QSM Version 5.1 (or newer) |
| 111.345 | 007 | Perfluorobutane Sulfonic Acid (PFBS) | DoD QSM Version 5.1 (or newer) |
| 111.345 | 008 | Perfluorodecanoic Acid (PFDA) | DoD QSM Version 5.1 (or newer) |
| 111.345 | 009 | Perfluorododecanoic Acid (PFDoA) | DoD QSM Version 5.1 (or newer) |
| 111.345 | 010 | Perfluorodecane Sulfonic Acid (PFDS) | DoD QSM Version 5.1 (or newer) |
| 111.345 | 011 | Perfluoroheptanoic Acid (PFHpA) | DoD QSM Version 5.1 (or newer) |
| 111.345 | 012 | Perfluoroheptane Sulfonic Acid (PFHpS) | DoD QSM Version 5.1 (or newer) |
| 111.345 | 013 | Perfluorohexane Sulfonic Acid (PFHxS) | DoD QSM Version 5.1 (or newer) |
| 111.345 | 014 | Perfluorohexanoic Acid (PFHxA) | DoD QSM Version 5.1 (or newer) |
| 111.345 | 015 | Perfluorononanoic Acid (PFNA) | DoD QSM Version 5.1 (or newer) |
| 111.345 | 016 | Perfluorooctanoic Acid (PFOA) | DoD QSM Version 5.1 (or newer) |
| 111.345 | 017 | Perfluorooctane Sulfonic Acid (PFOS) | DoD QSM Version 5.1 (or newer) |
| 111.345 | 018 | Perfluorooctane Sulfonamide (PFOSAm) | DoD QSM Version 5.1 (or newer) |
| 111.345 | 019 | Perfluoropentanoic Acid (PFPeA) | DoD QSM Version 5.1 (or newer) |
| 111.345 | 020 | Perfluoropentane Sulfonic Acid (PFPeS) | DoD QSM Version 5.1 (or newer) |

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|---------|-----|--|--------------------------------|
| 111.345 | 021 | Perfluorotetradecanoic Acid (PFTDA) | DoD QSM Version 5.1 (or newer) |
| 111.345 | 022 | Perfluorotridecanoic Acid (PFTTrDA) | DoD QSM Version 5.1 (or newer) |
| 111.345 | 023 | Perfluoroundecanoic Acid (PFUnDA) | DoD QSM Version 5.1 (or newer) |
| 111.345 | 024 | 11-Chloroeicosafluoro-3-oxaundecane-1-sulfonic acid (11Cl-PF3OUdS) | DoD QSM Version 5.1 (or newer) |
| 111.345 | 025 | 9-Chlorohexadecafluoro-3-oxanonane-1-sulfonic acid (9Cl-PF3ONS) | DoD QSM Version 5.1 (or newer) |
| 111.345 | 026 | 4,8-Dioxa-3H-perfluorononanoic acid (ADONA) | DoD QSM Version 5.1 (or newer) |
| 111.345 | 027 | N-Ethylperfluorooctane Sulfonamide (EtFOSAm) | DoD QSM Version 5.1 (or newer) |
| 111.345 | 028 | N-Ethylperfluorooctane Sulfonamido Ethanol (EtFOSE) | DoD QSM Version 5.1 (or newer) |
| 111.345 | 030 | Hexafluoropropylene Oxide Dimer Acid (HFPO-DA) | DoD QSM Version 5.1 (or newer) |
| 111.345 | 031 | N-Methylperfluorooctane Sulfonamide (NMeFOSA) | DoD QSM Version 5.1 (or newer) |
| 111.345 | 032 | N-Methylperfluorooctane Sulfonamido Ethanol (NMeFOSE) | DoD QSM Version 5.1 (or newer) |

Field of Accreditation: 114 - Inorganic Constituents in Hazardous Waste

| | | | |
|---------|-----|------------|------------|
| 114.315 | 004 | Barium | EPA 6010 B |
| 114.315 | 007 | Cadmium | EPA 6010 B |
| 114.315 | 009 | Chromium | EPA 6010 B |
| 114.315 | 010 | Cobalt | EPA 6010 B |
| 114.315 | 011 | Copper | EPA 6010 B |
| 114.315 | 013 | Lead | EPA 6010 B |
| 114.315 | 016 | Molybdenum | EPA 6010 B |
| 114.315 | 017 | Nickel | EPA 6010 B |
| 114.315 | 020 | Silver | EPA 6010 B |
| 114.315 | 026 | Vanadium | EPA 6010 B |
| 114.315 | 027 | Zinc | EPA 6010 B |
| 114.335 | 002 | Antimony | EPA 6020 |
| 114.335 | 003 | Arsenic | EPA 6020 |
| 114.335 | 004 | Barium | EPA 6020 |
| 114.335 | 005 | Beryllium | EPA 6020 |
| 114.335 | 006 | Cadmium | EPA 6020 |
| 114.335 | 007 | Chromium | EPA 6020 |
| 114.335 | 008 | Cobalt | EPA 6020 |
| 114.335 | 009 | Copper | EPA 6020 |
| 114.335 | 010 | Lead | EPA 6020 |
| 114.335 | 012 | Nickel | EPA 6020 |
| 114.335 | 013 | Silver | EPA 6020 |
| 114.335 | 014 | Thallium | EPA 6020 |
| 114.335 | 015 | Zinc | EPA 6020 |
| 114.335 | 016 | Molybdenum | EPA 6020 |
| 114.335 | 017 | Selenium | EPA 6020 |
| 114.335 | 018 | Vanadium | EPA 6020 |
| 114.345 | 002 | Antimony | EPA 6020 B |
| 114.345 | 003 | Arsenic | EPA 6020 B |
| 114.345 | 004 | Barium | EPA 6020 B |

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|---------|-----|-----------------------------------|------------|
| 114.345 | 005 | Beryllium | EPA 6020 B |
| 114.345 | 006 | Cadmium | EPA 6020 B |
| 114.345 | 008 | Chromium | EPA 6020 B |
| 114.345 | 009 | Cobalt | EPA 6020 B |
| 114.345 | 010 | Copper | EPA 6020 B |
| 114.345 | 012 | Lead | EPA 6020 B |
| 114.345 | 015 | Mercury | EPA 6020 B |
| 114.345 | 016 | Nickel | EPA 6020 B |
| 114.345 | 018 | Selenium | EPA 6020 B |
| 114.345 | 019 | Silver | EPA 6020 B |
| 114.345 | 021 | Thallium | EPA 6020 B |
| 114.345 | 022 | Vanadium | EPA 6020 B |
| 114.345 | 023 | Zinc | EPA 6020 B |
| 114.465 | 001 | Chromium VI (Hexavalent Chromium) | EPA 7199 |
| 114.705 | 001 | Cyanide, Total | EPA 9012 A |
| 114.715 | 001 | Cyanide, Total | EPA 9012 B |
| 114.785 | 001 | Fluoride | EPA 9214 |

Field of Accreditation:115 - Leaching/Extraction Tests and Physical Characteristics of Hazardous Waste

| | | | |
|---------|-----|---|---------------------------------------|
| 115.055 | 001 | Waste Extraction Test (WET) | CCR Chapter11, Article 5, Appendix II |
| 115.085 | 001 | Toxicity Characteristic Leaching Procedure (TCLP) | EPA 1311 |
| 115.135 | 001 | Corrosivity - pH Determination | EPA 9045 C |
| 115.145 | 001 | Corrosivity - pH Determination | EPA 9045 D |

Field of Accreditation:116 - Volatile Organic Compounds in Hazardous Waste

| | | | |
|---------|-----|---|------------|
| 116.265 | 001 | Benzene | EPA 8260 B |
| 116.265 | 002 | Bromobenzene | EPA 8260 B |
| 116.265 | 003 | Bromochloromethane | EPA 8260 B |
| 116.265 | 004 | Bromodichloromethane | EPA 8260 B |
| 116.265 | 005 | Bromoform | EPA 8260 B |
| 116.265 | 006 | Bromomethane (Methyl Bromide) | EPA 8260 B |
| 116.265 | 007 | n-Butylbenzene | EPA 8260 B |
| 116.265 | 008 | sec-Butylbenzene | EPA 8260 B |
| 116.265 | 009 | tert-Butylbenzene | EPA 8260 B |
| 116.265 | 010 | Carbon Disulfide | EPA 8260 B |
| 116.265 | 011 | Carbon Tetrachloride | EPA 8260 B |
| 116.265 | 012 | Chlorobenzene | EPA 8260 B |
| 116.265 | 013 | Chlorodibromomethane (Dibromochloromethane) | EPA 8260 B |
| 116.265 | 014 | Chloroethane | EPA 8260 B |
| 116.265 | 015 | Chloroform | EPA 8260 B |
| 116.265 | 016 | Chloromethane (Methyl Chloride) | EPA 8260 B |
| 116.265 | 017 | Dibromomethane | EPA 8260 B |
| 116.265 | 018 | Dichlorodifluoromethane (Freon 12) | EPA 8260 B |
| 116.265 | 019 | cis-1,2-Dichloroethylene (cis 1,2 Dichloroethene) | EPA 8260 B |

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| 116.265 | 020 | trans-1,2-Dichloroethylene (trans- 1,2 Dichloroethene) | EPA 8260 B |
| 116.265 | 021 | cis-1,3-Dichloropropylene (cis 1,3 Dichloropropene) | EPA 8260 B |
| 116.265 | 022 | trans-1,3-Dichloropropylene (trans-1,3 Dichloropropene) | EPA 8260 B |
| 116.265 | 023 | Ethylbenzene | EPA 8260 B |
| 116.265 | 024 | Hexachlorobutadiene | EPA 8260 B |
| 116.265 | 025 | Methyl tert-butyl Ether (MTBE) | EPA 8260 B |
| 116.265 | 026 | Methylene Chloride (Dichloromethane) | EPA 8260 B |
| 116.265 | 027 | Naphthalene | EPA 8260 B |
| 116.265 | 029 | N-propylbenzene | EPA 8260 B |
| 116.265 | 030 | Styrene | EPA 8260 B |
| 116.265 | 031 | Tetrachloroethylene (Tetrachloroethene) | EPA 8260 B |
| 116.265 | 032 | Toluene | EPA 8260 B |
| 116.265 | 033 | Trichloroethylene (Trichloroethene) | EPA 8260 B |
| 116.265 | 034 | Trichlorofluoromethane | EPA 8260 B |
| 116.265 | 035 | Vinyl Chloride | EPA 8260 B |
| 116.265 | 036 | m+p-Xylene | EPA 8260 B |
| 116.265 | 037 | o-Xylene | EPA 8260 B |
| 116.265 | 038 | m-Xylene | EPA 8260 B |
| 116.265 | 039 | p-Xylene | EPA 8260 B |
| 116.265 | 040 | 1,1-Dichloroethane | EPA 8260 B |
| 116.265 | 041 | 1,1-Dichloroethylene (1,1-Dichloroethene) | EPA 8260 B |
| 116.265 | 042 | 1,1,1-Trichloroethane | EPA 8260 B |
| 116.265 | 043 | 1,1,1,2-Tetrachloroethane | EPA 8260 B |
| 116.265 | 044 | 1,1,2,2-Tetrachloroethane | EPA 8260 B |
| 116.265 | 045 | 1,1,2-Trichloroethane | EPA 8260 B |
| 116.265 | 046 | 1,2-Dichlorobenzene | EPA 8260 B |
| 116.265 | 047 | 1,2-Dichloroethane (Ethylene Dichloride) | EPA 8260 B |
| 116.265 | 048 | 1,2-Dibromoethane (EDB) | EPA 8260 B |
| 116.265 | 049 | 1,2-Dibromo-3-chloropropane (DBCP) | EPA 8260 B |
| 116.265 | 050 | 1,2-Dichloropropane | EPA 8260 B |
| 116.265 | 051 | 1,2,3-Trichloropropane (TCP) | EPA 8260 B |
| 116.265 | 052 | 1,2,4-Trichlorobenzene | EPA 8260 B |
| 116.265 | 053 | 1,3-Dichlorobenzene | EPA 8260 B |
| 116.265 | 054 | 1,4-Dichlorobenzene | EPA 8260 B |
| 116.265 | 055 | 2-Chloroethyl vinyl Ether | EPA 8260 B |
| 116.265 | 056 | 4-Chlorotoluene | EPA 8260 B |
| 116.265 | 057 | 4-Methyl-2-pentanone (Methyl Isobutyl Ketone) | EPA 8260 B |
| 116.275 | 001 | Benzene | EPA 8260 D |
| 116.275 | 002 | Bromobenzene | EPA 8260 D |
| 116.275 | 003 | Bromochloromethane | EPA 8260 D |
| 116.275 | 004 | Bromodichloromethane | EPA 8260 D |
| 116.275 | 005 | Bromoform | EPA 8260 D |

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|---------|-----|---|------------|
| 116.275 | 006 | Bromomethane (Methyl Bromide) | EPA 8260 D |
| 116.275 | 007 | n-Butylbenzene | EPA 8260 D |
| 116.275 | 008 | sec-Butylbenzene | EPA 8260 D |
| 116.275 | 009 | tert-Butylbenzene | EPA 8260 D |
| 116.275 | 010 | Carbon Disulfide | EPA 8260 D |
| 116.275 | 011 | Carbon Tetrachloride | EPA 8260 D |
| 116.275 | 012 | Chlorobenzene | EPA 8260 D |
| 116.275 | 013 | Chlorodibromomethane (Dibromochloromethane) | EPA 8260 D |
| 116.275 | 014 | Chloroethane | EPA 8260 D |
| 116.275 | 015 | Chloroform | EPA 8260 D |
| 116.275 | 016 | Chloromethane (Methyl Chloride) | EPA 8260 D |
| 116.275 | 017 | Dibromomethane | EPA 8260 D |
| 116.275 | 018 | Dichlorodifluoromethane (Freon 12) | EPA 8260 D |
| 116.275 | 019 | cis-1,2-Dichloroethylene (cis 1,2 Dichloroethene) | EPA 8260 D |
| 116.275 | 020 | trans-1,2-Dichloroethylene (trans- 1,2 Dichloroethene) | EPA 8260 D |
| 116.275 | 021 | cis-1,3-Dichloropropylene (cis 1,3 Dichloropropene) | EPA 8260 D |
| 116.275 | 022 | trans-1,3-Dichloropropylene (trans-1,3 Dichloropropene) | EPA 8260 D |
| 116.275 | 023 | Ethylbenzene | EPA 8260 D |
| 116.275 | 024 | Hexachlorobutadiene | EPA 8260 D |
| 116.275 | 025 | Methyl tert-butyl Ether (MTBE) | EPA 8260 D |
| 116.275 | 026 | Methylene Chloride (Dichloromethane) | EPA 8260 D |
| 116.275 | 027 | Naphthalene | EPA 8260 D |
| 116.275 | 029 | N-propylbenzene | EPA 8260 D |
| 116.275 | 030 | Styrene | EPA 8260 D |
| 116.275 | 031 | Tetrachloroethylene (Tetrachloroethene) | EPA 8260 D |
| 116.275 | 032 | Toluene | EPA 8260 D |
| 116.275 | 033 | Trichloroethylene (Trichloroethene) | EPA 8260 D |
| 116.275 | 034 | Trichlorofluoromethane | EPA 8260 D |
| 116.275 | 035 | Vinyl Chloride | EPA 8260 D |
| 116.275 | 036 | m+p-Xylene | EPA 8260 D |
| 116.275 | 037 | o-Xylene | EPA 8260 D |
| 116.275 | 038 | m-Xylene | EPA 8260 D |
| 116.275 | 039 | p-Xylene | EPA 8260 D |
| 116.275 | 040 | 1,1-Dichloroethane | EPA 8260 D |
| 116.275 | 041 | 1,1-Dichloroethylene (1,1-Dichloroethene) | EPA 8260 D |
| 116.275 | 042 | 1,1,1-Trichloroethane | EPA 8260 D |
| 116.275 | 043 | 1,1,1,2-Tetrachloroethane | EPA 8260 D |
| 116.275 | 044 | 1,1,2,2-Tetrachloroethane | EPA 8260 D |
| 116.275 | 045 | 1,1,2-Trichloroethane | EPA 8260 D |
| 116.275 | 046 | 1,2-Dichlorobenzene | EPA 8260 D |
| 116.275 | 047 | 1,2-Dichloroethane (Ethylene Dichloride) | EPA 8260 D |
| 116.275 | 048 | 1,2-Dibromoethane (EDB) | EPA 8260 D |

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| 116.275 | 049 | 1,2-Dibromo-3-chloropropane (DBCP) | EPA 8260 D |
| 116.275 | 050 | 1,2-Dichloropropane | EPA 8260 D |
| 116.275 | 051 | 1,2,3-Trichloropropane (TCP) | EPA 8260 D |
| 116.275 | 052 | 1,2,4-Trichlorobenzene | EPA 8260 D |
| 116.275 | 053 | 1,3-Dichlorobenzene | EPA 8260 D |
| 116.275 | 054 | 1,4-Dichlorobenzene | EPA 8260 D |
| 116.275 | 055 | 2-Chloroethyl vinyl Ether | EPA 8260 D |
| 116.275 | 056 | 4-Chlorotoluene | EPA 8260 D |
| 116.275 | 057 | 4-Methyl-2-pentanone (Methyl Isobutyl Ketone) | EPA 8260 D |

Field of Accreditation: 117 - Semi-volatile Organic Chemistry of Hazardous Waste

| | | | |
|---------|-----|---------------------|------------|
| 117.315 | 001 | Aldrin | EPA 8081 A |
| 117.315 | 002 | alpha-BHC | EPA 8081 A |
| 117.315 | 003 | beta-BHC | EPA 8081 A |
| 117.315 | 004 | delta-BHC | EPA 8081 A |
| 117.315 | 005 | gamma-BHC (Lindane) | EPA 8081 A |
| 117.315 | 006 | Chlordane (total) | EPA 8081 A |
| 117.315 | 008 | 4,4'-DDD | EPA 8081 A |
| 117.315 | 009 | 4,4'-DDE | EPA 8081 A |
| 117.315 | 010 | 4,4'-DDT | EPA 8081 A |
| 117.315 | 011 | Dieldrin | EPA 8081 A |
| 117.315 | 012 | Endosulfan I | EPA 8081 A |
| 117.315 | 013 | Endosulfan II | EPA 8081 A |
| 117.315 | 014 | Endosulfan Sulfate | EPA 8081 A |
| 117.315 | 015 | Endrin | EPA 8081 A |
| 117.315 | 016 | Endrin Aldehyde | EPA 8081 A |
| 117.315 | 017 | Endrin Ketone | EPA 8081 A |
| 117.315 | 018 | Heptachlor | EPA 8081 A |
| 117.315 | 019 | Heptachlor Epoxide | EPA 8081 A |
| 117.315 | 020 | Methoxychlor | EPA 8081 A |
| 117.315 | 021 | Toxaphene | EPA 8081 A |
| 117.325 | 001 | Aldrin | EPA 8081 B |
| 117.325 | 002 | alpha-BHC | EPA 8081 B |
| 117.325 | 003 | beta-BHC | EPA 8081 B |
| 117.325 | 004 | delta-BHC | EPA 8081 B |
| 117.325 | 005 | gamma-BHC (Lindane) | EPA 8081 B |
| 117.325 | 006 | Chlordane (total) | EPA 8081 B |
| 117.325 | 008 | 4,4'-DDD | EPA 8081 B |
| 117.325 | 009 | 4,4'-DDE | EPA 8081 B |
| 117.325 | 010 | 4,4'-DDT | EPA 8081 B |
| 117.325 | 011 | Dieldrin | EPA 8081 B |
| 117.325 | 012 | Endosulfan I | EPA 8081 B |
| 117.325 | 013 | Endosulfan II | EPA 8081 B |

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| 117.325 | 014 | Endosulfan Sulfate | EPA 8081 B |
| 117.325 | 015 | Endrin | EPA 8081 B |
| 117.325 | 016 | Endrin Aldehyde | EPA 8081 B |
| 117.325 | 017 | Endrin Ketone | EPA 8081 B |
| 117.325 | 018 | Heptachlor | EPA 8081 B |
| 117.325 | 019 | Heptachlor Epoxide | EPA 8081 B |
| 117.325 | 020 | Methoxychlor | EPA 8081 B |
| 117.325 | 021 | Toxaphene | EPA 8081 B |
| 117.335 | 001 | Aroclor 1016 | EPA 8082 |
| 117.335 | 002 | Aroclor 1221 | EPA 8082 |
| 117.335 | 003 | Aroclor 1232 | EPA 8082 |
| 117.335 | 004 | Aroclor 1242 | EPA 8082 |
| 117.335 | 005 | Aroclor 1248 | EPA 8082 |
| 117.335 | 006 | Aroclor 1254 | EPA 8082 |
| 117.335 | 007 | Aroclor 1260 | EPA 8082 |
| 117.345 | 001 | Aroclor 1016 | EPA 8082 A |
| 117.345 | 002 | Aroclor 1221 | EPA 8082 A |
| 117.345 | 003 | Aroclor 1232 | EPA 8082 A |
| 117.345 | 004 | Aroclor 1242 | EPA 8082 A |
| 117.345 | 005 | Aroclor 1248 | EPA 8082 A |
| 117.345 | 006 | Aroclor 1254 | EPA 8082 A |
| 117.345 | 007 | Aroclor 1260 | EPA 8082 A |
| 117.435 | 001 | Acenaphthene | EPA 8270 C |
| 117.435 | 002 | Acenaphthylene | EPA 8270 C |
| 117.435 | 003 | Aniline | EPA 8270 C |
| 117.435 | 004 | Anthracene | EPA 8270 C |
| 117.435 | 005 | Benzidine | EPA 8270 C |
| 117.435 | 006 | Benzoic Acid | EPA 8270 C |
| 117.435 | 007 | Benzo(a)anthracene | EPA 8270 C |
| 117.435 | 008 | Benzo(b)fluoranthene | EPA 8270 C |
| 117.435 | 009 | Benzo(k)fluoranthene | EPA 8270 C |
| 117.435 | 010 | Benzo(g,h,i)perylene | EPA 8270 C |
| 117.435 | 011 | Benzo(a)pyrene | EPA 8270 C |
| 117.435 | 012 | Benzyl Alcohol | EPA 8270 C |
| 117.435 | 013 | Bis(2-chloroethoxy) Methane | EPA 8270 C |
| 117.435 | 014 | Bis(2-chloroethyl) Ether | EPA 8270 C |
| 117.435 | 015 | Bis(2-ethylhexyl)phthalate (Di(2-ethylhexyl) phthalate) | EPA 8270 C |
| 117.435 | 016 | Butyl Benzyl Phthalate | EPA 8270 C |
| 117.435 | 017 | Chrysene | EPA 8270 C |
| 117.435 | 018 | Dibenz(a,h)anthracene | EPA 8270 C |
| 117.435 | 019 | Dibenzofuran | EPA 8270 C |
| 117.435 | 020 | Di-n-butyl Phthalate | EPA 8270 C |

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| 117.435 | 021 | Diethyl Phthalate | EPA 8270 C |
| 117.435 | 022 | Dimethyl Phthalate | EPA 8270 C |
| 117.435 | 023 | Di-n-octyl Phthalate | EPA 8270 C |
| 117.435 | 024 | Fluoranthene | EPA 8270 C |
| 117.435 | 025 | Fluorene | EPA 8270 C |
| 117.435 | 026 | Naphthalene | EPA 8270 C |
| 117.435 | 027 | Nitrobenzene | EPA 8270 C |
| 117.435 | 028 | Pentachlorobenzene | EPA 8270 C |
| 117.435 | 029 | Pentachlorophenol | EPA 8270 C |
| 117.435 | 030 | 1-Chloronaphthalene | EPA 8270 C |
| 117.435 | 031 | 1,2-Dichlorobenzene | EPA 8270 C |
| 117.435 | 032 | 1,3-Dichlorobenzene | EPA 8270 C |
| 117.435 | 033 | 1,4-Dichlorobenzene | EPA 8270 C |
| 117.435 | 034 | 2-Chloronaphthalene | EPA 8270 C |
| 117.435 | 035 | 2-Chlorophenol | EPA 8270 C |
| 117.435 | 036 | 2,4-Dichlorophenol | EPA 8270 C |
| 117.435 | 037 | 2,4-Dimethylphenol | EPA 8270 C |
| 117.435 | 038 | 2,4-Dinitrophenol | EPA 8270 C |
| 117.435 | 039 | 2,4-Dinitrotoluene | EPA 8270 C |
| 117.435 | 040 | 2,6-Dichlorophenol | EPA 8270 C |
| 117.435 | 041 | 2,6-Dinitrotoluene | EPA 8270 C |
| 117.435 | 042 | 2-Nitroaniline | EPA 8270 C |
| 117.435 | 043 | 2-Nitrophenol | EPA 8270 C |
| 117.435 | 044 | 3-Nitroaniline | EPA 8270 C |
| 117.435 | 045 | 3,3'-Dichlorobenzidine | EPA 8270 C |
| 117.435 | 046 | 4-Chloroaniline | EPA 8270 C |
| 117.435 | 047 | 4-Chloro-3-methylphenol | EPA 8270 C |
| 117.435 | 048 | 4-Bromophenyl Phenyl Ether | EPA 8270 C |
| 117.435 | 049 | 4-Chlorophenyl Phenyl Ether | EPA 8270 C |
| 117.435 | 050 | 4-Nitroaniline | EPA 8270 C |
| 117.435 | 051 | 4-Nitrophenol | EPA 8270 C |
| 117.435 | 073 | Dichlorvos (DDVP) | EPA 8270 C |
| 117.435 | 074 | Disulfoton | EPA 8270 C |
| 117.435 | 075 | Malathion | EPA 8270 C |
| 117.435 | 076 | Parathion Ethyl | EPA 8270 C |
| 117.435 | 077 | Parathion Methyl | EPA 8270 C |
| 117.435 | 078 | Phorate | EPA 8270 C |
| 117.435 | 087 | N-nitrosodiethylamine | EPA 8270 C |
| 117.435 | 088 | N-nitrosodimethylamine | EPA 8270 C |
| 117.435 | 089 | N-nitrosodiphenylamine | EPA 8270 C |
| 117.435 | 090 | N-nitroso-di-n-propylamine | EPA 8270 C |
| 117.435 | 091 | Indeno(1,2,3-c,d)pyrene | EPA 8270 C |

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| 117.435 | 092 | Isophorone | EPA 8270 C |
| 117.435 | 093 | 2-Methylnaphthalene | EPA 8270 C |
| 117.435 | 094 | Phenanthrene | EPA 8270 C |
| 117.445 | 001 | Acenaphthene | EPA 8270 E |
| 117.445 | 002 | Acenaphthylene | EPA 8270 E |
| 117.445 | 003 | Aniline | EPA 8270 E |
| 117.445 | 004 | Anthracene | EPA 8270 E |
| 117.445 | 005 | Benzidine | EPA 8270 E |
| 117.445 | 006 | Benzoic Acid | EPA 8270 E |
| 117.445 | 007 | Benzo(a)anthracene | EPA 8270 E |
| 117.445 | 008 | Benzo(b)fluoranthene | EPA 8270 E |
| 117.445 | 009 | Benzo(k)fluoranthene | EPA 8270 E |
| 117.445 | 010 | Benzo(g,h,i)perylene | EPA 8270 E |
| 117.445 | 011 | Benzo(a)pyrene | EPA 8270 E |
| 117.445 | 012 | Benzyl Alcohol | EPA 8270 E |
| 117.445 | 013 | Bis(2-chloroethoxy) Methane | EPA 8270 E |
| 117.445 | 014 | Bis(2-chloroethyl) Ether | EPA 8270 E |
| 117.445 | 015 | Bis(2-ethylhexyl)phthalate (Di(2-ethylhexyl) phthalate) | EPA 8270 E |
| 117.445 | 016 | Butyl Benzyl Phthalate | EPA 8270 E |
| 117.445 | 017 | Chrysene | EPA 8270 E |
| 117.445 | 018 | Dibenz(a,h)anthracene | EPA 8270 E |
| 117.445 | 019 | Dibenzofuran | EPA 8270 E |
| 117.445 | 020 | Di-n-butyl Phthalate | EPA 8270 E |
| 117.445 | 021 | Diethyl Phthalate | EPA 8270 E |
| 117.445 | 022 | Dimethyl Phthalate | EPA 8270 E |
| 117.445 | 023 | Di-n-octyl Phthalate | EPA 8270 E |
| 117.445 | 024 | Fluoranthene | EPA 8270 E |
| 117.445 | 025 | Fluorene | EPA 8270 E |
| 117.445 | 026 | Naphthalene | EPA 8270 E |
| 117.445 | 027 | Nitrobenzene | EPA 8270 E |
| 117.445 | 028 | Pentachlorobenzene | EPA 8270 E |
| 117.445 | 029 | Pentachlorophenol | EPA 8270 E |
| 117.445 | 030 | 1-Chloronaphthalene | EPA 8270 E |
| 117.445 | 031 | 1,2-Dichlorobenzene | EPA 8270 E |
| 117.445 | 032 | 1,3-Dichlorobenzene | EPA 8270 E |
| 117.445 | 033 | 1,4-Dichlorobenzene | EPA 8270 E |
| 117.445 | 034 | 2-Chloronaphthalene | EPA 8270 E |
| 117.445 | 035 | 2-Chlorophenol | EPA 8270 E |
| 117.445 | 036 | 2,4-Dichlorophenol | EPA 8270 E |
| 117.445 | 037 | 2,4-Dimethylphenol | EPA 8270 E |
| 117.445 | 038 | 2,4-Dinitrophenol | EPA 8270 E |
| 117.445 | 039 | 2,4-Dinitrotoluene | EPA 8270 E |

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| 117.445 | 040 | 2,6-Dichlorophenol | EPA 8270 E |
| 117.445 | 041 | 2,6-Dinitrotoluene | EPA 8270 E |
| 117.445 | 042 | 2-Nitroaniline | EPA 8270 E |
| 117.445 | 043 | 2-Nitrophenol | EPA 8270 E |
| 117.445 | 044 | 3-Nitroaniline | EPA 8270 E |
| 117.445 | 045 | 3,3'-Dichlorobenzidine | EPA 8270 E |
| 117.445 | 046 | 4-Chloroaniline | EPA 8270 E |
| 117.445 | 047 | 4-Chloro-3-methylphenol | EPA 8270 E |
| 117.445 | 048 | 4-Bromophenyl Phenyl Ether | EPA 8270 E |
| 117.445 | 049 | 4-Chlorophenyl Phenyl Ether | EPA 8270 E |
| 117.445 | 050 | 4-Nitroaniline | EPA 8270 E |
| 117.445 | 051 | 4-Nitrophenol | EPA 8270 E |
| 117.445 | 073 | Dichlorvos (DDVP) | EPA 8270 E |
| 117.445 | 074 | Disulfoton | EPA 8270 E |
| 117.445 | 075 | Malathion | EPA 8270 E |
| 117.445 | 076 | Parathion Ethyl | EPA 8270 E |
| 117.445 | 077 | Parathion Methyl | EPA 8270 E |
| 117.445 | 078 | Phorate | EPA 8270 E |
| 117.445 | 087 | N-nitrosodiethylamine | EPA 8270 E |
| 117.445 | 088 | N-nitrosodimethylamine | EPA 8270 E |
| 117.445 | 089 | N-nitrosodiphenylamine | EPA 8270 E |
| 117.445 | 090 | N-nitroso-di-n-propylamine | EPA 8270 E |
| 117.445 | 091 | Indeno(1,2,3-c,d)pyrene | EPA 8270 E |
| 117.445 | 092 | Isophorone | EPA 8270 E |
| 117.445 | 093 | 2-Methylnaphthalene | EPA 8270 E |
| 117.445 | 094 | Phenanthrene | EPA 8270 E |
| 117.575 | 001 | N-Ethylperfluorooctane Sulfonamide (EtFOSAm) | DoD QSM Version 5.1 (or newer) |
| 117.575 | 002 | N-Ethylperfluorooctane Sulfonamido Acetic Acid (NEtFOSAA) | DoD QSM Version 5.1 (or newer) |
| 117.575 | 003 | N-Ethylperfluorooctane Sulfonamido Ethanol (EtFOSE) | DoD QSM Version 5.1 (or newer) |
| 117.575 | 004 | 4:2 Fluorotelomer Sulfonic Acid (4:2 FTS) | DoD QSM Version 5.1 (or newer) |
| 117.575 | 005 | 6:2 Fluorotelomer Sulfonic Acid (6:2 FTS) | DoD QSM Version 5.1 (or newer) |
| 117.575 | 006 | 8:2 Fluorotelomer Sulfonic Acid (8:2 FTS) | DoD QSM Version 5.1 (or newer) |
| 117.575 | 007 | 11-Chloroeicosafluoro-3-oxaundecane-1-sulfonic acid (11Cl-PF3OUdS) | DoD QSM Version 5.1 (or newer) |
| 117.575 | 008 | 9-Chlorohexadecafluoro-3-oxanonane-1-sulfonic acid (9Cl-PF3ONS) | DoD QSM Version 5.1 (or newer) |
| 117.575 | 009 | 4,8-Dioxa-3H-perfluorononanoic acid (ADONA) | DoD QSM Version 5.1 (or newer) |
| 117.575 | 010 | N-Methylperfluorooctane Sulfonamide (NMeFOSA) | DoD QSM Version 5.1 (or newer) |
| 117.575 | 011 | N-Methylperfluorooctane Sulfonamido Acetic Acid (NMeFOSAA) | DoD QSM Version 5.1 (or newer) |
| 117.575 | 012 | N-Methylperfluorooctane Sulfonamido Ethanol (NMeFOSE) | DoD QSM Version 5.1 (or newer) |
| 117.575 | 013 | Hexafluoropropylene Oxide Dimer Acid (HFPO-DA) | DoD QSM Version 5.1 (or newer) |
| 117.575 | 014 | Perfluorobutanoic Acid (PFBA) | DoD QSM Version 5.1 (or newer) |
| 117.575 | 015 | Perfluorobutane Sulfonic Acid (PFBS) | DoD QSM Version 5.1 (or newer) |
| 117.575 | 016 | Perfluorodecanoic Acid (PFDA) | DoD QSM Version 5.1 (or newer) |

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|---------|-----|--|--------------------------------|
| 117.575 | 017 | Perfluorododecanoic Acid (PFDoA) | DoD QSM Version 5.1 (or newer) |
| 117.575 | 018 | Perfluorodecane Sulfonic Acid (PFDS) | DoD QSM Version 5.1 (or newer) |
| 117.575 | 019 | Perfluoroheptanoic Acid (PFHpA) | DoD QSM Version 5.1 (or newer) |
| 117.575 | 020 | Perfluoroheptane Sulfonic Acid (PFHpS) | DoD QSM Version 5.1 (or newer) |
| 117.575 | 021 | Perfluorohexane Sulfonic Acid (PFHxS) | DoD QSM Version 5.1 (or newer) |
| 117.575 | 022 | Perfluorohexanoic Acid (PFHxA) | DoD QSM Version 5.1 (or newer) |
| 117.575 | 023 | Perfluorononanoic Acid (PFNA) | DoD QSM Version 5.1 (or newer) |
| 117.575 | 024 | Perfluorooctanoic Acid (PFOA) | DoD QSM Version 5.1 (or newer) |
| 117.575 | 025 | Perfluorooctane Sulfonic Acid (PFOS) | DoD QSM Version 5.1 (or newer) |
| 117.575 | 026 | Perfluorooctane Sulfonamide (PFOSAm) | DoD QSM Version 5.1 (or newer) |
| 117.575 | 027 | Perfluoropentanoic Acid (PFPeA) | DoD QSM Version 5.1 (or newer) |
| 117.575 | 028 | Perfluoropentane Sulfonic Acid (PFPeS) | DoD QSM Version 5.1 (or newer) |
| 117.575 | 029 | Perfluorotetradecanoic Acid (PFTDA) | DoD QSM Version 5.1 (or newer) |
| 117.575 | 030 | Perfluorotridecanoic Acid (PFTDA) | DoD QSM Version 5.1 (or newer) |
| 117.575 | 031 | Perfluoroundecanoic Acid (PFUnDA) | DoD QSM Version 5.1 (or newer) |

Field of Accreditation:126 - Microbiological Methods for Ambient Water

| | | | |
|---------|-----|------------------------------|----------------------------|
| 126.003 | 001 | Total Coliform (Enumeration) | SM 9221 B,C-2006 |
| 126.003 | 002 | Fecal Coliform (Enumeration) | SM 9221 C,E-2006 |
| 126.003 | 003 | E. coli (Enumeration) | SM 9221 C,F-2006 |
| 126.017 | 001 | E. coli (Enumeration) | SM 9223 B-2004 Colilert 18 |

Field of Accreditation:130 - Inorganic constituents in Hazardous waste (Matrix Aqueous)

| | | | |
|---------|-----|------------|------------|
| 130.010 | 004 | Barium | EPA 6010 B |
| 130.010 | 007 | Cadmium | EPA 6010 B |
| 130.010 | 009 | Chromium | EPA 6010 B |
| 130.010 | 010 | Cobalt | EPA 6010 B |
| 130.010 | 011 | Copper | EPA 6010 B |
| 130.010 | 013 | Lead | EPA 6010 B |
| 130.010 | 016 | Molybdenum | EPA 6010 B |
| 130.010 | 017 | Nickel | EPA 6010 B |
| 130.010 | 020 | Silver | EPA 6010 B |
| 130.010 | 027 | Zinc | EPA 6010 B |
| 130.030 | 002 | Antimony | EPA 6020 |
| 130.030 | 003 | Arsenic | EPA 6020 |
| 130.030 | 004 | Barium | EPA 6020 |
| 130.030 | 005 | Beryllium | EPA 6020 |
| 130.030 | 006 | Cadmium | EPA 6020 |
| 130.030 | 007 | Chromium | EPA 6020 |
| 130.030 | 008 | Cobalt | EPA 6020 |
| 130.030 | 009 | Copper | EPA 6020 |
| 130.030 | 010 | Lead | EPA 6020 |
| 130.030 | 012 | Nickel | EPA 6020 |
| 130.030 | 013 | Silver | EPA 6020 |

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| | | | |
|---------|-----|-----------------------------------|------------|
| 130.030 | 014 | Thallium | EPA 6020 |
| 130.030 | 015 | Zinc | EPA 6020 |
| 130.030 | 016 | Molybdenum | EPA 6020 |
| 130.030 | 017 | Selenium | EPA 6020 |
| 130.030 | 018 | Vanadium | EPA 6020 |
| 130.170 | 001 | Chromium VI (Hexavalent Chromium) | EPA 7199 |
| 130.430 | 001 | Cyanide, Total | EPA 9012 A |
| 130.440 | 001 | Cyanide, Total | EPA 9012 B |
| 130.520 | 001 | Fluoride | EPA 9214 |

Field of Accreditation:131 - Leaching/Extraction, Physical Characteristics in Hazardous Waste (Matrix Aqueous)

| | | | |
|---------|-----|---|---------------------------------------|
| 131.010 | 001 | Waste Extraction Test (WET) | CCR Chapter11, Article 5, Appendix II |
| 131.040 | 001 | Toxicity Characteristic Leaching Procedure (TCLP) | EPA 1311 |
| 131.110 | 001 | Corrosivity - pH Determination | EPA 9040 B |
| 131.120 | 001 | Corrosivity - pH Determination | EPA 9040 C |

Field of Accreditation:132 - Volatile Organic Compounds in Hazardous Waste (Matrix Aqueous)

| | | | |
|---------|-----|---|------------|
| 132.060 | 001 | Benzene | EPA 8260 B |
| 132.060 | 002 | Bromobenzene | EPA 8260 B |
| 132.060 | 003 | Bromochloromethane | EPA 8260 B |
| 132.060 | 004 | Bromodichloromethane | EPA 8260 B |
| 132.060 | 005 | Bromoform | EPA 8260 B |
| 132.060 | 006 | Bromomethane (Methyl Bromide) | EPA 8260 B |
| 132.060 | 007 | n-Butylbenzene | EPA 8260 B |
| 132.060 | 008 | sec-Butylbenzene | EPA 8260 B |
| 132.060 | 009 | tert-Butylbenzene | EPA 8260 B |
| 132.060 | 010 | Carbon Disulfide | EPA 8260 B |
| 132.060 | 011 | Carbon Tetrachloride | EPA 8260 B |
| 132.060 | 012 | Chlorobenzene | EPA 8260 B |
| 132.060 | 013 | Chlorodibromomethane (Dibromochloromethane) | EPA 8260 B |
| 132.060 | 014 | Chloroethane | EPA 8260 B |
| 132.060 | 015 | Chloroform | EPA 8260 B |
| 132.060 | 016 | Chloromethane (Methyl Chloride) | EPA 8260 B |
| 132.060 | 017 | Dibromomethane | EPA 8260 B |
| 132.060 | 018 | Dichlorodifluoromethane (Freon 12) | EPA 8260 B |
| 132.060 | 019 | cis-1,2-Dichloroethylene (cis 1,2 Dichloroethene) | EPA 8260 B |
| 132.060 | 020 | trans-1,2-Dichloroethylene (trans- 1,2 Dichloroethene) | EPA 8260 B |
| 132.060 | 021 | cis-1,3-Dichloropropylene (cis 1,3 Dichloropropene) | EPA 8260 B |
| 132.060 | 022 | trans-1,3-Dichloropropylene (trans-1,3 Dichloropropene) | EPA 8260 B |
| 132.060 | 023 | Ethylbenzene | EPA 8260 B |
| 132.060 | 024 | Hexachlorobutadiene | EPA 8260 B |
| 132.060 | 025 | Methyl tert-butyl Ether (MTBE) | EPA 8260 B |
| 132.060 | 026 | Methylene Chloride (Dichloromethane) | EPA 8260 B |
| 132.060 | 027 | Naphthalene | EPA 8260 B |

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|---------|-----|---|------------|
| 132.060 | 029 | N-propylbenzene | EPA 8260 B |
| 132.060 | 030 | Styrene | EPA 8260 B |
| 132.060 | 031 | Tetrachloroethylene (Tetrachloroethene) | EPA 8260 B |
| 132.060 | 032 | Toluene | EPA 8260 B |
| 132.060 | 033 | Trichloroethylene (Trichloroethene) | EPA 8260 B |
| 132.060 | 034 | Trichlorofluoromethane | EPA 8260 B |
| 132.060 | 035 | Vinyl Chloride | EPA 8260 B |
| 132.060 | 036 | m+p-Xylene | EPA 8260 B |
| 132.060 | 037 | o-Xylene | EPA 8260 B |
| 132.060 | 038 | m-Xylene | EPA 8260 B |
| 132.060 | 039 | p-Xylene | EPA 8260 B |
| 132.060 | 040 | 1,1-Dichloroethane | EPA 8260 B |
| 132.060 | 041 | 1,1-Dichloroethylene (1,1-Dichloroethene) | EPA 8260 B |
| 132.060 | 042 | 1,1,1-Trichloroethane | EPA 8260 B |
| 132.060 | 043 | 1,1,1,2-Tetrachloroethane | EPA 8260 B |
| 132.060 | 044 | 1,1,2,2-Tetrachloroethane | EPA 8260 B |
| 132.060 | 045 | 1,1,2-Trichloroethane | EPA 8260 B |
| 132.060 | 046 | 1,2-Dichlorobenzene | EPA 8260 B |
| 132.060 | 047 | 1,2-Dichloroethane (Ethylene Dichloride) | EPA 8260 B |
| 132.060 | 048 | 1,2-Dibromoethane (EDB) | EPA 8260 B |
| 132.060 | 049 | 1,2-Dibromo-3-chloropropane (DBCP) | EPA 8260 B |
| 132.060 | 050 | 1,2-Dichloropropane | EPA 8260 B |
| 132.060 | 051 | 1,2,3-Trichloropropane (TCP) | EPA 8260 B |
| 132.060 | 052 | 1,2,4-Trichlorobenzene | EPA 8260 B |
| 132.060 | 053 | 1,3-Dichlorobenzene | EPA 8260 B |
| 132.060 | 054 | 1,4-Dichlorobenzene | EPA 8260 B |
| 132.060 | 055 | 2-Chloroethyl vinyl Ether | EPA 8260 B |
| 132.060 | 056 | 4-Chlorotoluene | EPA 8260 B |
| 132.060 | 057 | 4-Methyl-2-pentanone (Methyl Isobutyl Ketone) | EPA 8260 B |
| 132.070 | 001 | Benzene | EPA 8260 D |
| 132.070 | 002 | Bromobenzene | EPA 8260 D |
| 132.070 | 003 | Bromochloromethane | EPA 8260 D |
| 132.070 | 004 | Bromodichloromethane | EPA 8260 D |
| 132.070 | 005 | Bromoform | EPA 8260 D |
| 132.070 | 006 | Bromomethane (Methyl Bromide) | EPA 8260 D |
| 132.070 | 007 | n-Butylbenzene | EPA 8260 D |
| 132.070 | 008 | sec-Butylbenzene | EPA 8260 D |
| 132.070 | 009 | tert-Butylbenzene | EPA 8260 D |
| 132.070 | 010 | Carbon Disulfide | EPA 8260 D |
| 132.070 | 011 | Carbon Tetrachloride | EPA 8260 D |
| 132.070 | 012 | Chlorobenzene | EPA 8260 D |
| 132.070 | 013 | Chlorodibromomethane (Dibromochloromethane) | EPA 8260 D |

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|---------|-----|---|------------|
| 132.070 | 014 | Chloroethane | EPA 8260 D |
| 132.070 | 015 | Chloroform | EPA 8260 D |
| 132.070 | 016 | Chloromethane (Methyl Chloride) | EPA 8260 D |
| 132.070 | 017 | Dibromomethane | EPA 8260 D |
| 132.070 | 018 | Dichlorodifluoromethane (Freon 12) | EPA 8260 D |
| 132.070 | 019 | cis-1,2-Dichloroethylene (cis 1,2 Dichloroethene) | EPA 8260 D |
| 132.070 | 020 | trans-1,2-Dichloroethylene (trans- 1,2 Dichloroethene) | EPA 8260 D |
| 132.070 | 021 | cis-1,3-Dichloropropylene (cis 1,3 Dichloropropene) | EPA 8260 D |
| 132.070 | 022 | trans-1,3-Dichloropropylene (trans-1,3 Dichloropropene) | EPA 8260 D |
| 132.070 | 023 | Ethylbenzene | EPA 8260 D |
| 132.070 | 024 | Hexachlorobutadiene | EPA 8260 D |
| 132.070 | 025 | Methyl tert-butyl Ether (MTBE) | EPA 8260 D |
| 132.070 | 026 | Methylene Chloride (Dichloromethane) | EPA 8260 D |
| 132.070 | 027 | Naphthalene | EPA 8260 D |
| 132.070 | 029 | N-propylbenzene | EPA 8260 D |
| 132.070 | 030 | Styrene | EPA 8260 D |
| 132.070 | 031 | Tetrachloroethylene (Tetrachloroethene) | EPA 8260 D |
| 132.070 | 032 | Toluene | EPA 8260 D |
| 132.070 | 033 | Trichloroethylene (Trichloroethene) | EPA 8260 D |
| 132.070 | 034 | Trichlorofluoromethane | EPA 8260 D |
| 132.070 | 035 | Vinyl Chloride | EPA 8260 D |
| 132.070 | 036 | m+p-Xylene | EPA 8260 D |
| 132.070 | 037 | o-Xylene | EPA 8260 D |
| 132.070 | 038 | m-Xylene | EPA 8260 D |
| 132.070 | 039 | p-Xylene | EPA 8260 D |
| 132.070 | 040 | 1,1-Dichloroethane | EPA 8260 D |
| 132.070 | 041 | 1,1-Dichloroethylene (1,1-Dichloroethene) | EPA 8260 D |
| 132.070 | 042 | 1,1,1-Trichloroethane | EPA 8260 D |
| 132.070 | 043 | 1,1,1,2-Tetrachloroethane | EPA 8260 D |
| 132.070 | 044 | 1,1,2,2-Tetrachloroethane | EPA 8260 D |
| 132.070 | 045 | 1,1,2-Trichloroethane | EPA 8260 D |
| 132.070 | 046 | 1,2-Dichlorobenzene | EPA 8260 D |
| 132.070 | 047 | 1,2-Dichloroethane (Ethylene Dichloride) | EPA 8260 D |
| 132.070 | 048 | 1,2-Dibromoethane (EDB) | EPA 8260 D |
| 132.070 | 049 | 1,2-Dibromo-3-chloropropane (DBCP) | EPA 8260 D |
| 132.070 | 050 | 1,2-Dichloropropane | EPA 8260 D |
| 132.070 | 051 | 1,2,3-Trichloropropane (TCP) | EPA 8260 D |
| 132.070 | 052 | 1,2,4-Trichlorobenzene | EPA 8260 D |
| 132.070 | 053 | 1,3-Dichlorobenzene | EPA 8260 D |
| 132.070 | 054 | 1,4-Dichlorobenzene | EPA 8260 D |
| 132.070 | 055 | 2-Chloroethyl vinyl Ether | EPA 8260 D |
| 132.070 | 056 | 4-Chlorotoluene | EPA 8260 D |

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132.070 057 4-Methyl-2-pentanone (Methyl Isobutyl Ketone) EPA 8260 D

Field of Accreditation: 133 - Semi-Volatile Organic Chemistry in Hazardous Waste (Matrix Aqueous)

| | | | |
|---------|-----|---------------------|------------|
| 133.090 | 001 | Aldrin | EPA 8081 A |
| 133.090 | 002 | alpha-BHC | EPA 8081 A |
| 133.090 | 003 | beta-BHC | EPA 8081 A |
| 133.090 | 004 | delta-BHC | EPA 8081 A |
| 133.090 | 005 | gamma-BHC (Lindane) | EPA 8081 A |
| 133.090 | 006 | Chlordane | EPA 8081 A |
| 133.090 | 008 | 4,4'-DDD | EPA 8081 A |
| 133.090 | 009 | 4,4'-DDE | EPA 8081 A |
| 133.090 | 010 | 4,4'-DDT | EPA 8081 A |
| 133.090 | 011 | Dieldrin | EPA 8081 A |
| 133.090 | 012 | Endosulfan I | EPA 8081 A |
| 133.090 | 013 | Endosulfan II | EPA 8081 A |
| 133.090 | 014 | Endosulfan Sulfate | EPA 8081 A |
| 133.090 | 015 | Endrin | EPA 8081 A |
| 133.090 | 016 | Endrin Aldehyde | EPA 8081 A |
| 133.090 | 017 | Endrin Ketone | EPA 8081 A |
| 133.090 | 018 | Heptachlor | EPA 8081 A |
| 133.090 | 019 | Heptachlor Epoxide | EPA 8081 A |
| 133.090 | 020 | Methoxychlor | EPA 8081 A |
| 133.090 | 021 | Toxaphene | EPA 8081 A |
| 133.110 | 001 | Aldrin | EPA 8081 B |
| 133.110 | 002 | alpha-BHC | EPA 8081 B |
| 133.110 | 003 | beta-BHC | EPA 8081 B |
| 133.110 | 004 | delta-BHC | EPA 8081 B |
| 133.110 | 005 | gamma-BHC (Lindane) | EPA 8081 B |
| 133.110 | 006 | Chlordane | EPA 8081 B |
| 133.110 | 008 | 4,4'-DDD | EPA 8081 B |
| 133.110 | 009 | 4,4'-DDE | EPA 8081 B |
| 133.110 | 010 | 4,4'-DDT | EPA 8081 B |
| 133.110 | 011 | Dieldrin | EPA 8081 B |
| 133.110 | 012 | Endosulfan I | EPA 8081 B |
| 133.110 | 013 | Endosulfan II | EPA 8081 B |
| 133.110 | 014 | Endosulfan Sulfate | EPA 8081 B |
| 133.110 | 015 | Endrin | EPA 8081 B |
| 133.110 | 016 | Endrin Aldehyde | EPA 8081 B |
| 133.110 | 017 | Endrin Ketone | EPA 8081 B |
| 133.110 | 018 | Heptachlor | EPA 8081 B |
| 133.110 | 019 | Heptachlor Epoxide | EPA 8081 B |
| 133.110 | 020 | Methoxychlor | EPA 8081 B |
| 133.120 | 001 | Aroclor 1016 | EPA 8082 |

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|---------|-----|---|------------|
| 133.120 | 002 | Aroclor 1221 | EPA 8082 |
| 133.120 | 003 | Aroclor 1232 | EPA 8082 |
| 133.120 | 004 | Aroclor 1242 | EPA 8082 |
| 133.120 | 005 | Aroclor 1248 | EPA 8082 |
| 133.120 | 006 | Aroclor 1254 | EPA 8082 |
| 133.120 | 007 | Aroclor 1260 | EPA 8082 |
| 133.130 | 001 | Aroclor 1016 | EPA 8082 A |
| 133.130 | 002 | Aroclor 1221 | EPA 8082 A |
| 133.130 | 003 | Aroclor 1232 | EPA 8082 A |
| 133.130 | 004 | Aroclor 1242 | EPA 8082 A |
| 133.130 | 005 | Aroclor 1248 | EPA 8082 A |
| 133.130 | 006 | Aroclor 1254 | EPA 8082 A |
| 133.130 | 007 | Aroclor 1260 | EPA 8082 A |
| 133.230 | 001 | Acenaphthene | EPA 8270 C |
| 133.230 | 002 | Acenaphthylene | EPA 8270 C |
| 133.230 | 003 | Aniline | EPA 8270 C |
| 133.230 | 004 | Anthracene | EPA 8270 C |
| 133.230 | 005 | Benzidine | EPA 8270 C |
| 133.230 | 006 | Benzoic Acid | EPA 8270 C |
| 133.230 | 007 | Benzo(a)anthracene | EPA 8270 C |
| 133.230 | 008 | Benzo(b)fluoranthene | EPA 8270 C |
| 133.230 | 009 | Benzo(k)fluoranthene | EPA 8270 C |
| 133.230 | 010 | Benzo(g,h,i)perylene | EPA 8270 C |
| 133.230 | 011 | Benzo(a)pyrene | EPA 8270 C |
| 133.230 | 012 | Benzyl Alcohol | EPA 8270 C |
| 133.230 | 013 | Bis(2-chloroethoxy) Methane | EPA 8270 C |
| 133.230 | 014 | Bis(2-chloroethyl) Ether | EPA 8270 C |
| 133.230 | 015 | Bis(2-ethylhexyl)phthalate (Di(2-ethylhexyl) phthalate) | EPA 8270 C |
| 133.230 | 016 | Butyl Benzyl Phthalate | EPA 8270 C |
| 133.230 | 017 | Chrysene | EPA 8270 C |
| 133.230 | 018 | Dibenz(a,h)anthracene | EPA 8270 C |
| 133.230 | 020 | Di-n-butyl Phthalate | EPA 8270 C |
| 133.230 | 021 | Diethyl Phthalate | EPA 8270 C |
| 133.230 | 022 | Dimethyl Phthalate | EPA 8270 C |
| 133.230 | 023 | Di-n-octyl Phthalate | EPA 8270 C |
| 133.230 | 024 | Fluoranthene | EPA 8270 C |
| 133.230 | 025 | Fluorene | EPA 8270 C |
| 133.230 | 026 | Naphthalene | EPA 8270 C |
| 133.230 | 027 | Nitrobenzene | EPA 8270 C |
| 133.230 | 029 | Pentachlorophenol | EPA 8270 C |
| 133.230 | 030 | 1-Chloronaphthalene | EPA 8270 C |
| 133.230 | 031 | 1,2-Dichlorobenzene | EPA 8270 C |

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|---------|-----|---|------------|
| 133.230 | 032 | 1,3-Dichlorobenzene | EPA 8270 C |
| 133.230 | 033 | 1,4-Dichlorobenzene | EPA 8270 C |
| 133.230 | 034 | 2-Chloronaphthalene | EPA 8270 C |
| 133.230 | 035 | 2-Chlorophenol | EPA 8270 C |
| 133.230 | 036 | 2,4-Dichlorophenol | EPA 8270 C |
| 133.230 | 037 | 2,4-Dimethylphenol | EPA 8270 C |
| 133.230 | 038 | 2,4-Dinitrophenol | EPA 8270 C |
| 133.230 | 039 | 2,4-Dinitrotoluene | EPA 8270 C |
| 133.230 | 040 | 2,6-Dichlorophenol | EPA 8270 C |
| 133.230 | 041 | 2,6-Dinitrotoluene | EPA 8270 C |
| 133.230 | 042 | 2-Nitroaniline | EPA 8270 C |
| 133.230 | 043 | 2-Nitrophenol | EPA 8270 C |
| 133.230 | 044 | 3-Nitroaniline | EPA 8270 C |
| 133.230 | 045 | 3,3'-Dichlorobenzidine | EPA 8270 C |
| 133.230 | 046 | 4-Chloroaniline | EPA 8270 C |
| 133.230 | 047 | 4-Chloro-3-methylphenol | EPA 8270 C |
| 133.230 | 048 | 4-Bromophenyl Phenyl Ether | EPA 8270 C |
| 133.230 | 049 | 4-Chlorophenyl Phenyl Ether | EPA 8270 C |
| 133.230 | 050 | 4-Nitroaniline | EPA 8270 C |
| 133.230 | 051 | 4-Nitrophenol | EPA 8270 C |
| 133.230 | 088 | N-nitrosodimethylamine | EPA 8270 C |
| 133.230 | 089 | N-nitrosodiphenylamine | EPA 8270 C |
| 133.230 | 090 | N-nitroso-di-n-propylamine | EPA 8270 C |
| 133.230 | 091 | Indeno(1,2,3-c,d)pyrene | EPA 8270 C |
| 133.230 | 092 | Isophorone | EPA 8270 C |
| 133.230 | 093 | 2-Methylnaphthalene | EPA 8270 C |
| 133.230 | 094 | Phenanthrene | EPA 8270 C |
| 133.240 | 001 | Acenaphthene | EPA 8270 E |
| 133.240 | 002 | Acenaphthylene | EPA 8270 E |
| 133.240 | 003 | Aniline | EPA 8270 E |
| 133.240 | 004 | Anthracene | EPA 8270 E |
| 133.240 | 005 | Benzidine | EPA 8270 E |
| 133.240 | 006 | Benzoic Acid | EPA 8270 E |
| 133.240 | 007 | Benzo(a)anthracene | EPA 8270 E |
| 133.240 | 008 | Benzo(b)fluoranthene | EPA 8270 E |
| 133.240 | 009 | Benzo(k)fluoranthene | EPA 8270 E |
| 133.240 | 010 | Benzo(g,h,i)perylene | EPA 8270 E |
| 133.240 | 011 | Benzo(a)pyrene | EPA 8270 E |
| 133.240 | 012 | Benzyl Alcohol | EPA 8270 E |
| 133.240 | 013 | Bis(2-chloroethoxy) Methane | EPA 8270 E |
| 133.240 | 014 | Bis(2-chloroethyl) Ether | EPA 8270 E |
| 133.240 | 015 | Bis(2-ethylhexyl)phthalate (Di(2-ethylhexyl) phthalate) | EPA 8270 E |

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|---------|-----|-----------------------------|------------|
| 133.240 | 016 | Butyl Benzyl Phthalate | EPA 8270 E |
| 133.240 | 017 | Chrysene | EPA 8270 E |
| 133.240 | 018 | Dibenz(a,h)anthracene | EPA 8270 E |
| 133.240 | 020 | Di-n-butyl Phthalate | EPA 8270 E |
| 133.240 | 021 | Diethyl Phthalate | EPA 8270 E |
| 133.240 | 022 | Dimethyl Phthalate | EPA 8270 E |
| 133.240 | 023 | Di-n-octyl Phthalate | EPA 8270 E |
| 133.240 | 024 | Fluoranthene | EPA 8270 E |
| 133.240 | 025 | Fluorene | EPA 8270 E |
| 133.240 | 026 | Naphthalene | EPA 8270 E |
| 133.240 | 027 | Nitrobenzene | EPA 8270 E |
| 133.240 | 029 | Pentachlorophenol | EPA 8270 E |
| 133.240 | 031 | 1,2-Dichlorobenzene | EPA 8270 E |
| 133.240 | 032 | 1,3-Dichlorobenzene | EPA 8270 E |
| 133.240 | 033 | 1,4-Dichlorobenzene | EPA 8270 E |
| 133.240 | 034 | 2-Chloronaphthalene | EPA 8270 E |
| 133.240 | 035 | 2-Chlorophenol | EPA 8270 E |
| 133.240 | 036 | 2,4-Dichlorophenol | EPA 8270 E |
| 133.240 | 037 | 2,4-Dimethylphenol | EPA 8270 E |
| 133.240 | 038 | 2,4-Dinitrophenol | EPA 8270 E |
| 133.240 | 039 | 2,4-Dinitrotoluene | EPA 8270 E |
| 133.240 | 040 | 2,6-Dichlorophenol | EPA 8270 E |
| 133.240 | 041 | 2,6-Dinitrotoluene | EPA 8270 E |
| 133.240 | 042 | 2-Nitroaniline | EPA 8270 E |
| 133.240 | 043 | 2-Nitrophenol | EPA 8270 E |
| 133.240 | 044 | 3-Nitroaniline | EPA 8270 E |
| 133.240 | 045 | 3,3'-Dichlorobenzidine | EPA 8270 E |
| 133.240 | 046 | 4-Chloroaniline | EPA 8270 E |
| 133.240 | 047 | 4-Chloro-3-methylphenol | EPA 8270 E |
| 133.240 | 048 | 4-Bromophenyl Phenyl Ether | EPA 8270 E |
| 133.240 | 049 | 4-Chlorophenyl Phenyl Ether | EPA 8270 E |
| 133.240 | 050 | 4-Nitroaniline | EPA 8270 E |
| 133.240 | 051 | 4-Nitrophenol | EPA 8270 E |
| 133.240 | 088 | N-nitrosodimethylamine | EPA 8270 E |
| 133.240 | 089 | N-nitrosodiphenylamine | EPA 8270 E |
| 133.240 | 090 | N-nitroso-di-n-propylamine | EPA 8270 E |
| 133.320 | 001 | Aldicarb (Temik) | EPA 8321 A |
| 133.320 | 002 | Aldicarb Sulfone | EPA 8321 A |
| 133.320 | 003 | Aldicarb Sulfoxide | EPA 8321 A |
| 133.320 | 004 | Carbaryl (Sevin) | EPA 8321 A |
| 133.320 | 005 | Carbofuran (Furadan) | EPA 8321 A |
| 133.320 | 006 | Diuron | EPA 8321 A |

BSK Associates

Certificate Number: 1180

Expiration Date: 4/30/2024

| | | | |
|---------|-----|--|--------------------------------|
| 133.320 | 007 | Methiocarb (Mesurol) | EPA 8321 A |
| 133.320 | 008 | Methomyl (Lannate) | EPA 8321 A |
| 133.320 | 009 | Oxamyl | EPA 8321 A |
| 133.320 | 011 | Propoxur (Baygon) | EPA 8321 A |
| 133.380 | 001 | N-Ethylperfluorooctane Sulfonamide (EtFOSAm) | DoD QSM Version 5.1 (or newer) |
| 133.380 | 002 | N-Ethylperfluorooctane Sulfonamido Acetic Acid (NEtFOSAA) | DoD QSM Version 5.1 (or newer) |
| 133.380 | 003 | N-Ethylperfluorooctane Sulfonamido Ethanol (EtFOSE) | DoD QSM Version 5.1 (or newer) |
| 133.380 | 004 | 4:2 Fluorotelomer Sulfonic Acid (4:2 FTS) | DoD QSM Version 5.1 (or newer) |
| 133.380 | 005 | 6:2 Fluorotelomer Sulfonic Acid (6:2 FTS) | DoD QSM Version 5.1 (or newer) |
| 133.380 | 006 | 8:2 Fluorotelomer Sulfonic Acid (8:2 FTS) | DoD QSM Version 5.1 (or newer) |
| 133.380 | 007 | 11-Chloroeicosafluoro-3-oxaundecane-1-sulfonic acid (11Cl-PF3OUdS) | DoD QSM Version 5.1 (or newer) |
| 133.380 | 008 | 9-Chlorohexadecafluoro-3-oxanonane-1-sulfonic acid (9Cl-PF3ONS) | DoD QSM Version 5.1 (or newer) |
| 133.380 | 009 | 4,8-Dioxa-3H-perfluorononanoic acid (ADONA) | DoD QSM Version 5.1 (or newer) |
| 133.380 | 010 | N-Methylperfluorooctane Sulfonamide (NMeFOSA) | DoD QSM Version 5.1 (or newer) |
| 133.380 | 011 | N-Methylperfluorooctane Sulfonamido Acetic Acid (NMeFOSAA) | DoD QSM Version 5.1 (or newer) |
| 133.380 | 012 | N-Methylperfluorooctane Sulfonamido Ethanol (NMeFOSE) | DoD QSM Version 5.1 (or newer) |
| 133.380 | 013 | Hexafluoropropylene Oxide Dimer Acid (HFPO-DA) | DoD QSM Version 5.1 (or newer) |
| 133.380 | 014 | Perfluorobutanoic Acid (PFBA) | DoD QSM Version 5.1 (or newer) |
| 133.380 | 015 | Perfluorobutane Sulfonic Acid (PFBS) | DoD QSM Version 5.1 (or newer) |
| 133.380 | 016 | Perfluorodecanoic Acid (PFDA) | DoD QSM Version 5.1 (or newer) |
| 133.380 | 017 | Perfluorododecanoic Acid (PFDoA) | DoD QSM Version 5.1 (or newer) |
| 133.380 | 018 | Perfluorodecane Sulfonic Acid (PFDS) | DoD QSM Version 5.1 (or newer) |
| 133.380 | 019 | Perfluoroheptanoic Acid (PFHpA) | DoD QSM Version 5.1 (or newer) |
| 133.380 | 020 | Perfluoroheptane Sulfonic Acid (PFHpS) | DoD QSM Version 5.1 (or newer) |
| 133.380 | 021 | Perfluorohexane Sulfonic Acid (PFHxS) | DoD QSM Version 5.1 (or newer) |
| 133.380 | 022 | Perfluorohexanoic Acid (PFHxA) | DoD QSM Version 5.1 (or newer) |
| 133.380 | 023 | Perfluorononanoic Acid (PFNA) | DoD QSM Version 5.1 (or newer) |
| 133.380 | 024 | Perfluorooctanoic Acid (PFOA) | DoD QSM Version 5.1 (or newer) |
| 133.380 | 025 | Perfluorooctane Sulfonic Acid (PFOS) | DoD QSM Version 5.1 (or newer) |
| 133.380 | 026 | Perfluorooctane Sulfonamide (PFOSAm) | DoD QSM Version 5.1 (or newer) |
| 133.380 | 027 | Perfluoropentanoic Acid (PFPeA) | DoD QSM Version 5.1 (or newer) |
| 133.380 | 028 | Perfluoropentane Sulfonic Acid (PFPeS) | DoD QSM Version 5.1 (or newer) |
| 133.380 | 029 | Perfluorotetradecanoic Acid (PFTDA) | DoD QSM Version 5.1 (or newer) |
| 133.380 | 030 | Perfluorotridecanoic Acid (PFTTrDA) | DoD QSM Version 5.1 (or newer) |
| 133.380 | 031 | Perfluoroundecanoic Acid (PFUnDA) | DoD QSM Version 5.1 (or newer) |

Attachment 2 Cost Proposal



1910 W. McKinley Avenue, Suite 110 • Fresno, California 93728-1298
Phone (559) 233-6129 • (800) 228-9896 • Fax (559) 268-8174
website: dellavallelab.com



Cost Proposal

Ione WWTF Quarterly and Annual Groundwater Monitoring Program

Task 1: Field Work (Del-Tech Geotechnical Support Services, Inc.)

| Description | Quantity | Frequency | Amount (\$) | Subtotal (\$) |
|--|----------|-----------|-------------|--------------------|
| Mobilization/Demobilization | 1 | 4 | \$450.00 | \$1,800.00 |
| Purging and logging of wells | 12 | 4 | \$215.00 | \$10,320.00 |
| Sounding of offsite monitoring wells and piezometers (DTW) | 15 | 4 | \$50.00 | \$3,000.00 |
| Specialty field equipment (pH, temp, EC, NTU, ORP, DO) | 12 | 4 | \$40.00 | \$1,920.00 |
| Miscellaneous consumables (gloves, ice, towels, etc.) | 1 | 4 | \$50.00 | \$200.00 |
| Waterra tubing and check-ball (dedicated, one-time setup) | 12 | 1 | \$150.00 | \$1,800.00 |
| Sample preparation for transport/delivery | 1 | 4 | \$35.00 | \$140.00 |
| Documentation | 1 | 4 | \$150.00 | \$600.00 |
| Subtotal | | | | \$19,780.00 |

Task 2: Laboratory Analysis

| Description - 9 monitoring wells for WWTP | Quantity | Frequency | Amount (\$) | Subtotal (\$) |
|--|----------|-----------|-------------|-------------------|
| pH, EC, Dissolved Iron (Fe), Dissolved Manganese (Mn), Nitrate-N (NO ₃ -N) | 9 | 3 | \$88.00 | \$2,376.00 |
| Total Dissolved Solids (TDS) | 9 | 3 | \$38.00 | \$342.00 |
| Ammonia as N (NH ₄ -N) | 9 | 4 | \$63.00 | \$567.00 |
| Total Coliform Organisms (1x10 MTF) | 9 | 4 | \$60.00 | \$540.00 |
| Total Kjeldahl Nitrogen | 9 | 1 | \$69.00 | \$621.00 |
| Total Nitrogen (calculation) | 9 | 1 | \$5.00 | \$45.00 |
| Dissolved Arsenic (As) | 9 | 1 | \$33.00 | \$297.00 |
| Dissolved Aluminum (Al) | 9 | 1 | \$10.00 | \$90.00 |
| Dissolved Boron (B) | 9 | 1 | \$10.00 | \$90.00 |
| Annual Standard Minerals: pH, EC, TDS, Dissolved Fe, Dissolved Mn, NO ₃ -N, Dissolved Ca, Chloride, Dissolved Magnesium (Mg), Dissolved Potassium (K), Dissolved Sodium (Na), Sulfate, Total Alkalinity, Hardness | 9 | 1 | \$151.00 | \$1,359.00 |
| Subtotal | | | | \$6,327.00 |

| Description - 3 monitoring wells for COGC | Quantity | Frequency | Amount (\$) | Subtotal (\$) |
|---|----------|-----------|-------------|-------------------|
| pH, EC, Dissolved Iron (Fe), Dissolved Manganese (Mn), Nitrate-N (NO ₃ -N) | 3 | 4 | \$88.00 | \$1,056.00 |
| TDS | 3 | 4 | \$38.00 | \$456.00 |
| NH ₄ -N | 3 | 4 | \$63.00 | \$756.00 |
| Total Coliform Organisms (1x10 MTF) | 3 | 4 | \$60.00 | \$720.00 |
| Dissolved As | 3 | 4 | \$33.00 | \$396.00 |
| Subtotal | | | | \$3,384.00 |

Task 3: Reporting

| Description | Quantity | Frequency | Amount (\$) | Subtotal (\$) |
|--|----------|-----------|-------------|--------------------|
| Quarterly Reports for WWTP | 1 | 4 | \$1,080.00 | \$4,320.00 |
| Quarterly Reports for COGC | 1 | 4 | \$810.00 | \$3,240.00 |
| Licensed Professional Geologist Summary for WWTP | 1 | 4 | \$900.00 | \$3,600.00 |
| Licensed Professional Geologist Summary for COGC | 1 | 4 | \$425.00 | \$1,700.00 |
| Groundwater Potentiometric Map for WWTP and COGC | 1 | 4 | \$1,100.00 | \$4,400.00 |
| Licensed Professional Geologist | 1 | 4 | \$1,100.00 | \$4,400.00 |
| Subtotal | | | | \$17,260.00 |

| | | | | |
|--------------|--|--|--|--------------------|
| TOTAL | | | | \$46,751.00 |
|--------------|--|--|--|--------------------|

Agenda Item

#4

DATE: November 1, 2022

TO: Mayor Epperson and City Council

FROM: Michael Rock, City Manager
Todd Waklee, Public Works Manager

SUBJECT: Authorize the City Manager to execute a Professional Services Agreement with KD's Horsemanship, LLC ("KD") to Manage Ed Hughes Arena and to be the Caretaker of Howard Park.

RECOMMENDED ACTION:

Authorize the City Manager to sign a Professional Services Agreement with KD Horsemanship to Manage Ed Hughes Memorial Arena and be the Caretaker of Howard Park.

FISCAL IMPACT:

KD will receive a stipend of \$3,000/month but all revenue associated with the Horse Arena will be the City's revenue. KDs proposal requested a monthly stipend of \$1300. After a more thorough further review of the KDs expenses for arena maintenance, gas and insurance expenses, KD requested \$3,000/month. The Agreement will be reviewed in three months in order to make any adjustments to the stipend. Past Hosts have been able to generate as much as \$80,000 in gross revenue so staff believes the stipend is still a reasonable request of KD.

There will be new revenues to the City to operate and maintain Ed Hughes Arena. A review of the Agreement will take place after three months. Depending on the amount of gross revenue generated adjustments may be made to the stipend and/or capital or maintenance improvements to the Arena also may be made. Any future changes to the Agreement must be approved by the City Council.

BACKGROUND:

On June 21, 2022, the City Council briefly discussed the past history of Howard Park onsite caretakers as well as the Ed Hughes Memorial Arena management vacancy. Council agreed that having a Howard Park caretaker would benefit the City and that having an Ed Hughes Horse Arena host/manager is needed.

Therefore, Council directed staff to present the matter to the Parks & Recreation Commission for consideration. On June 28, 2022, the Parks and Recreation Commission recommended to the City Council to release an RFQ.

By the end of July, the RFQ was released and in August we had received one proposal from KD.

ATTACHMENTS:

1. Agreement with KD
2. City's RFQ
3. KD Proposal

**ED HUGHES HORSE ARENA HOST/
HOWARD PARK CARETAKER
MANAGEMENT AGREEMENT
BETWEEN THE CITY OF IONE
AND KD'S HORSEMANSHIP, LLC**

This Management Agreement ("Agreement") shall be made and entered into this 1st day of November, 2022 ("Effective Date") by and between the City of Ione ("City"), a California municipal corporation and KD's Horsemanship, LLC, ("KD") herein individually referred to as "Party" and collectively referred to as the "Parties".

RECITALS

This Agreement is made in reference to the following recitals, incorporated herein:

WHEREAS, City owns real property commonly known as Howard Park ("Park") located at 600 South Church Street, Ione, California 95640, and includes various facilities including the Ed Hughes Memorial Arena ("Arena") for roping, barrel racing, rodeo and other equestrian and non-equestrian events; and

WHEREAS, City is seeking a qualified independent contractor to manage the arena and stables and be the caretaker of Howard Park; and

WHEREAS, KD has the skills, knowledge, and background to successfully operate, manage, market and promote Ione's equestrian facility; and

WHEREAS, City has determined that the management, operation, and related services in running an equestrian facility are special services that can be contracted out to a qualified independent contractor under various provisions of the Government Code.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the City and KD agree as follows:

AGREEMENT

- I. TERM. The initial term of this Agreement is five (5) years from the Effective Date of this Agreement ("Initial Term"). This agreement shall be reviewed yearly and adjustments to the terms and conditions of the agreement can be made if both parties agree to amend the Agreement in

compliance with the terms herein. In the first year of this Agreement a review of the monthly stipend paid to KD and overall revenues shall take place after three months and both parties may agree to amend the Agreement in compliance with the terms herein. This Agreement may be extended one (1) time, for five (5) additional years ("Additional Term"), at City's sole. City shall notify KD, in writing, at least ninety (90) calendar days before the expiration of the Initial Term whether or not City is extending the Agreement for the Additional Term.

- II. TERMINATION. Either Party may terminate this Agreement without cause with ninety (90) calendar days prior written notice to the other Party. City may immediately terminate this Agreement for any breach thereof after ten (10) calendar days written notice to KD. Upon any termination, KD shall vacate the Premises immediately. Any appurtenances that have been built by KD shall be left in place and shall be the property of City.
- III. MANAGEMENT FEE: City shall pay KD three thousand dollars (\$3,000) per month plus ten percent of gross revenues (10%) for major events (that are scheduled for two days or more) each month. Payment is due by the 1st day of each month. The monthly fee shall be reviewed by City in August of each year of the agreement, which may be adjusted at City's sole discretion, to be effective September 1 of each year. City also agrees to allow KD ten (10) free days per year of private use of the Ed Hughes Arena.
- IV. KD RESPONSIBILITIES. KD's responsibilities are listed in Exhibit B of this Agreement.
- V. CITY RESPONSIBILITIES. City's responsibilities are listed in Exhibit C of this Agreement.
- VI. IMPROVEMENTS, ALTERATIONS & REPAIRS. KD shall not make any improvements, alterations, or repairs to the Premises without prior written approval from the City. All improvements shall comply with local, state, and federal laws. All improvements shall be City property.
- VII. MAINTENANCE. KD shall maintain the Premises, and any permitted improvements, in a safe, clean and orderly manner at all times. Upon termination of this Agreement, KD shall surrender the Premises in good and sanitary condition, excepting reasonable wear and tear. KD shall also remove their RV upon the termination of the Agreement.
- VIII. CITY INSPECTION. City or City's staff has the right to inspect the Premises at any reasonable time to ensure compliance with this Agreement. In the event of an emergency, such as a fire or other imminent or ongoing catastrophe, City has the right to force entry.
- IX. INSURANCE. Prior to rendering services provided by the terms and conditions of this Agreement, KD agrees to obtain and maintain, at a minimum, a two (\$2) million commercial insurance policy that covers property damage and personal injury, and that names the City as additional insured, for the term of KD's maintenance and operation of the Premises. KD shall obtain and maintain comprehensive

business or commercial automobile liability coverage, including non-owned and hired automobile coverage in the amount of one (1) million per accident for bodily injury and property damage. Insurance shall be available for purchase through the City's JPA for users of the Ed Hughes Arena who are not specifically covered by "event insurance" which is required each time any sort of public event is held in the Horse Arena.

- X. **INDEPENDENT CONTRACTOR.** For all purposes arising under this Agreement, KD is an independent contractor and not an employee of the City. Accordingly, KD shall not be entitled to any benefit normally afforded to an employee, including, but not limited to: pension, annuity, disability, medical, dental, vision, life insurance, vacation or sick pay. KD shall not have the authority, express or implied, to bind or otherwise obligate City or its agents, employees or representatives in any manner except with prior written consent from the City.
- XI. **POSSESSORY INTEREST.** Parties to this Agreement recognize that certain rights to property may create a taxable possessory interest as described in the California Revenue and Taxation Code. If such a possessory interest is created, City shall be entirely responsible for payment of any taxes levied on that interest. Questions regarding this interest shall be directed to the Amador County Tax Assessor's Office.
- XII. **TAX LIABILITY.** KD agrees to pay all state and federal income or other taxes that may arise pursuant to or as a result of this Agreement, and to indemnify City in the event City is found liable for payment of any such tax on behalf of KD.
- XIII. **ASSIGNMENT.** Except as otherwise provided in this Agreement, the rights and duties under this Agreement shall not be assigned, transferred, subcontracted or subleased either in whole or in part, nor shall use of the Premises or any portion thereof be assigned, transferred or subleased without prior written consent of the City. Any attempted action in violation of this Section shall be void.
- XIV. **DEFEND, INDEMNIFY, AND HOLD HARMLESS.** KD shall defend, indemnify and hold harmless City, its elected and appointed councils, boards, commissions, officers, agents and employees from and against any liabilities, claims, causes of action, complaints, injuries, damages, costs of attorney's fees and/or other losses incurred or claimed by or on behalf of any person or entity against City arising from the intentional or negligent acts or omissions by KD, or any of KD's officers, agents, employees, assigns, contractors or subcontractors.
- XV. **CONDEMNATION.** In the event of a taking of either the whole or part of the Park or Arena, including the Premises, by any public authority or entity under eminent domain or similar statutes, the City may elect to terminate this Agreement. KD shall not have any right to participate in any of the compensation generated by any eminent domain proceedings.
- XVI. **NON-DISCRIMINATION.** KD shall not unlawfully discriminate against any City employee or employees of KD, applicant for employment or for services or any member of the public because

of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, marital status, sex, age, or sexual orientation.

- XVII. **PROPERTY DAMAGE.** KD uses the Premises at KD's own risk. City shall not be responsible for any damage to KD's property as a result of any occurrence, including but not limited to vandalism, theft, fire or flood.
- XVIII. **WAIVER.** A waiver by any Party for breach of any term, condition or covenant of this Agreement shall not be deemed to be a waiver of any subsequent or other breach or of any continued or subsequent right to the same right or remedy. No Party shall be deemed to have made any such waiver unless it is in writing and signed by the Party so waiving.
- XIX. **PRIOR AGREEMENTS.** This Agreement shall supersede all prior agreements, discussions, commitments and representations, whether written or oral, between the Parties.
- XX. **FORCE MAJEURE.** Neither Party shall be deemed in default with respect to performance of any terms, conditions or covenants under this Agreement if the same is due to any act of God or other act beyond control of the Parties, including war, flood, fire, and explosion.
- XXI. **MODIFICATIONS.** This Agreement may only be modified in a writing signed by both Parties.
- XXII. **SEVERABILITY.** If any term, section, phrase, condition, or provision of this Agreement is held to be invalid, void or unenforceable, the remainder of the Agreement shall remain in full force and effect.
- XXIII. **JURISDICTION.** Any action brought in court regarding this Agreement, including actions to enforce provisions of this Agreement or for declaratory relief, shall be filed and remain in a court of competent jurisdiction in Sacramento County.
- XXIV. **GOVERNING LAW.** The validity, interpretation and performance of this Agreement shall be controlled by and construed under the laws of the state of California.
- XXV. **SIGNATURES.** By signing this Agreement, the Parties agree that they have read, fully understand and agree to the terms, conditions and covenants of this Agreement and have had a full and fair opportunity to consult with an attorney prior to signing.
- XXVI. **MEDIATION.** Both parties agree that any dispute under this agreement may be resolved through mediation. The parties will split the cost of the mediator and each party is responsible for its own fees.

XXVII. NOTICES. All notices and demands of any kind which either Party may require or desire to service on the other Party in connection with this Agreement must be served in writing either by personal service or by registered mail, return receipt requested, and deposited in the United States mail addressed to the Party to be served as follows:

CITY:

Attn: City Manager
City of Ione
P.O. Box 398
1 East Main Street
Ione, CA 95640

KD:

Attn: KD's Horsemanship
10065 New Hope Road
Galt, CA 95632

IN WITNESS HEREOF, the Parties hereto have executed this Agreement on this 1st day of November, 2022.

CITY OF IONE:

KD:

Michael Rock, City Manager

Kathy Van Steyn, KD's Horsemanship

ATTEST:

Janice Traverso, City Clerk

APPROVED AS TO FORM:

Carolyn Walker, City Attorney

**EXHIBIT A:
PREMISES**

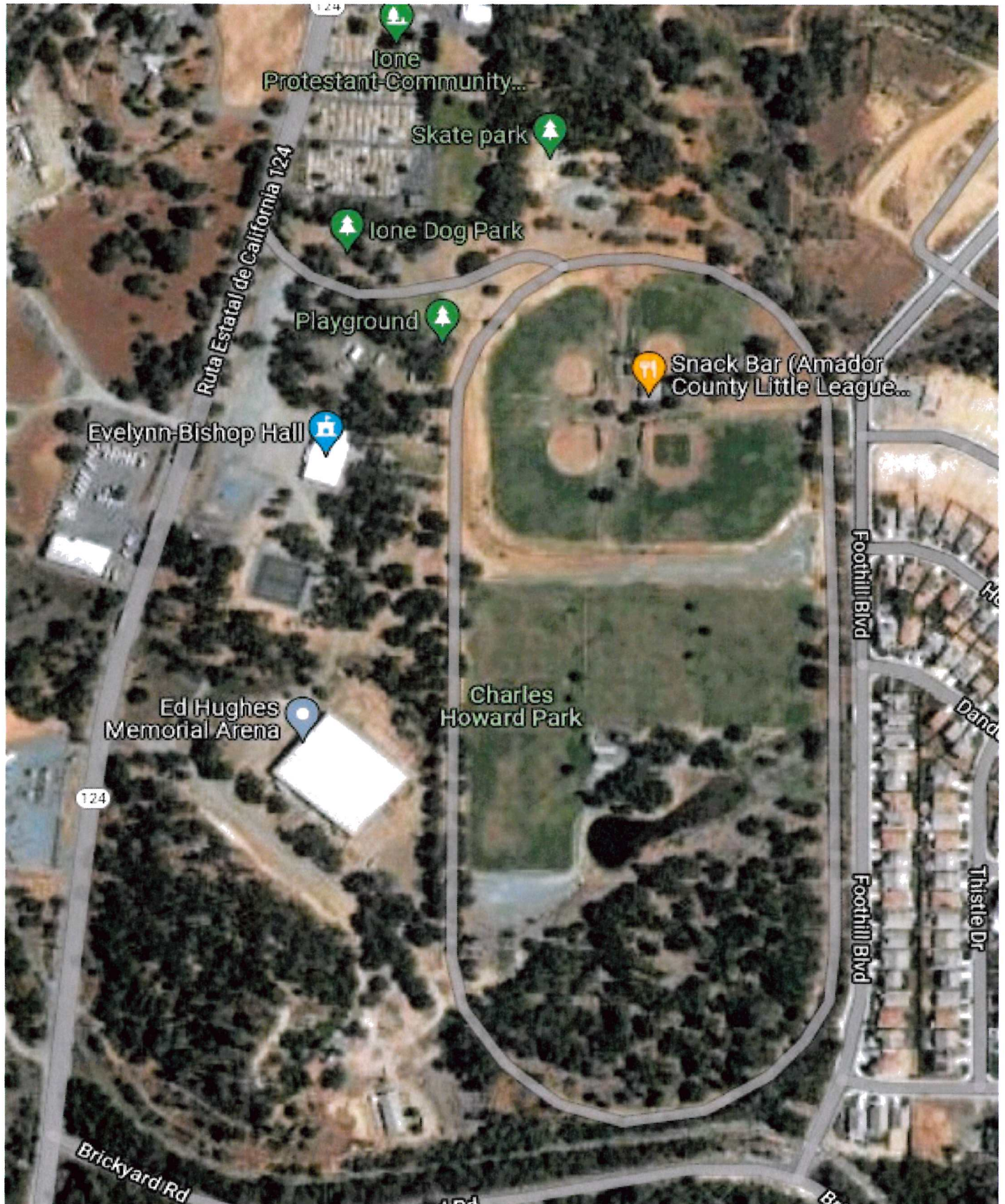


EXHIBIT B: MANAGEMENT RESPONSIBILITIES

ED HUGHES ARENA RESPONSIBILITIES:

1. KD recognizes that the Ione Homecoming Association, by previous agreement, has total control of Howard Park during the week of the Ione Homecoming Celebration. Ione Homecoming Celebration is normally the second weekend in May. The City owns rodeo panels that are chained and locked. KD will be financially responsible for any and all damages to panels while in KD's use.
2. KD will promote, market, and schedule equine and non-equine events at Ed Hughes Equestrian Arena and/or within the areas as outlined in Exhibit A.
3. KD shall work with the City to place into action Arena Rental Agreements, Day Rider Use, Vendor Applications and set fee rates accordingly for each category of renter. KD will forward copies of fee rates to City.
4. KD may collect fees on behalf of the City and submit all fees collected to the City on a weekly basis at City Hall.
5. KD will manage all event scheduling of arena and inquiries normally handled for rental and day use purposes by the City.
6. KD shall handle all rental agreements with potential event renters; ensure all are licensed with City if required as well as vendor licensing as appropriate.

KD shall work with the City to create and establish rules and conditions of arena use for daily riders, monthly users, event rental users and vendors. Vendors using the arena for business location purposes will be required to obtain a City business license and schedule dates of use. Rules and Conditions of Use shall be provided to City upon completion.

KD shall coordinate improvements which include, but are not limited to, new bleachers and footing to support bleachers, upgraded or new water truck, additional tractor to increase rental usage for larger associations, enlarge warm-up arena, solar panel energy for night lighting around Arena, relocate trailer parking area away from top level parking lot, additional stalls/livestock pens for overnight rentals, install security system with feed directly to KD's home and cell phone; clean, inspect- notify City of potential electrical issues in office, and maintain office to standard upkeep thereafter of any repairs necessary by City; and upgrade parking surface surrounding arena to dampen current dust situation.

CARETAKER RESPONSIBILITIES:

1. Provide an onsite presence with Howard Park to dissuade unwanted activity.
2. Conduct regular grounds patrol to ensure facilities are in proper working order.

3. Unlock/lock buildings and facilities for events, as needed.
4. Perform routine repairs, painting, maintenance on equipment as authorized.
5. KD shall be responsible for some ground maintenance, to include, but not be limited to, mowing, weeding, debris clearing, horse manure, and trash. In the event of tree debris or storm damage the City agrees to clear said debris and/or repair damages done to arena and or surrounding areas.
6. Make suggestions to the City for capital improvements, upgrades to current facilities, etc.
7. Provide input on the annual Howard Park budget during budget development.

KD can utilize City tractor and water truck to maintain the Ed Hughes Equestrian Center. City has first right of use of tractor. KD personnel may allow be allowed to utilize the City's tractor and water truck after KD personnel has undergone a City sponsored training session. KD acknowledges that use of the City tractors and water truck is at KD's own risk. The City will pay for any diesel fuel used by KD at the Arena.

KD may allow alcohol to be served at events held within the equestrian area. ABC licenses will be required at events serving alcohol. City must sign all applications for liquor licenses in order for said licenses to be effective. City reserves the right to refuse any liquor license requests.

KD shall comply with all City ordinances when sponsoring events, including the Ione Noise Ordinance found in Chapter 9.16 of the Ione Municipal Code.

KD shall notify appropriate authorities of any violations observed outside the realm of arena management, such as violations of dog leash laws, suspicious vehicles parked and suspicious persons. KD shall not make any attempts of investigation if suspected violation is present or potential to occur.

EXHIBIT C: CITY RESPONSIBILITIES

City shall provide new NO PARKING, HANDICAPPED and any additional government required signage to be used along South outside wall of arena to keep fire lane clear of trailers parking, unless said area is determined to not be a fire lane by the Ione Fire Chief.

City shall allow KD to park a trailer at arena to be utilized as an office to maintain a daily presence and monitor day riders and unlawful use by vendors. KD or any other individual shall not reside in a trailer for a period of more than 20 consecutive hours, UNLESS KD holds a weekend event and is needed for onsite management by event renter. Trailer is and will continue to be fully insured and KD shall provide a copy of insurance coverage.

City shall maintain public restrooms for the entire duration of the Agreement, given the restrooms are utilized by public, and other visitors of the Park (except for KD sponsored events). City shall pay all utility expenses. City shall pay for all solid waste, horse manure and recycling services.

City shall allow KD to park and store equipment, i.e. flatbed trailer, black widow groomer and miscellaneous ranch/arena tools. KD shall allow potential renters to keep livestock in livestock pens, allow horse trailer parking overnight and overnight camping on events lasting longer than 24 hours. Daily overnight camping, to include horse pens is allowed with a limited stay of 4 days maximum unless otherwise approved by the City.

City shall allow KD use of City tractor and water truck, subject to the conditions listed in Exhibit B: KD Responsibilities.

City will provide KD with keys to the front entrance gate, the arena announcer's booth, a key the payment drop box, and any other keys necessary for the use of the Premises. KD shall return all keys to the City at the conclusion of the contract. KD shall not duplicate keys without permission of the City.

City shall provide KD with appropriate contact information for both local and county officials to be contacted in case of an emergency or non-emergency needs.



REQUEST FOR QUALIFICATIONS (RFQ)

Howard Park Caretaker
and/or
Ed Hughes Memorial Arena Host Services

Issued by the City of Ione

July 2022

REQUEST FOR QUALIFICATIONS

HOWARD PARK CARETAKER AND/OR ED HUGHES MEMORIAL ARENA HOST SERVICES

RFQ # 2022-01

ABOUT THE CITY OF IONE

Located in the beautiful Sierra foothills of Northern California, the City of Ione is a quaint, yet active community. The community offers a wide range of housing, world-class outdoor activities, and recreational opportunities in close proximity in every direction. An extensive array of parks and natural resources offer unbeatable experiences. Nestled in the heart of Amador County's wine country, the City of Ione is characterized by its oak tree lined hills and small-town atmosphere.

ABOUT HOWARD PARK

Howard Park is a 90-acre multi-use regional park owned by the City of Ione. The park is available for year-round activities including youth soccer and little league baseball games, equestrian activities, skatepark activities, disc golf, tennis, and more. The park also has many amenities available for public use and/or rental including Evalyn Bishop Hall which can be rented for weddings, quinceaneras, corporate parties and more, a beer garden, and an amphitheater.

ABOUT ED HUGHES MEMORIAL ARENA

The Ed Hughes Memorial Arena is a multi-purpose, covered arena with an overall size of 200ft x 250ft (165ft x 250ft within the movable panels). The arena is perfect for a variety of indoor and outdoor activities year-round, rain or shine. In addition to the overall size of the structure, included are protective railings surrounding the entire interior as well as grandstands, an announcer's booth and ticket counter, treated sand and clay mixture for traction and footing, and 800-amp lighting both inside and out along with solar panels for visibility illuminates the entire building and surrounding area.

POSITION OVERVIEW

HOWARD PARK CARETAKER DUTIES

1. Provide an onsite presence with Howard Park to dissuade unwanted activity.
2. Conduct regular grounds patrol to ensure facilities are in proper working order.
3. Open gates each morning and close them each evening pursuant to City timeframes.
4. Unlock/lock buildings and facilities for events, as needed.
5. Perform routine repairs, painting, maintenance on park equipment as authorized.
6. Oversee park volunteer activities, as needed.
7. Make suggestions to the City for capital improvements, upgrades to current facilities, etc.
8. Provide input on the annual Howard Park budget during budget development.

ED HUGHES MEMORIAL ARENA HOST DUTIES

1. Provide a knowledgeable (e.g., equestrian) onsite presence at the arena during day use and weekend events.
2. Perform arena groundwork activities according to industry standards and City of Ione guidelines.

3. Perform regular groundskeeping activities in and around the arena and associated structures or facilities (e.g., barn, stables, etc.).
4. Collect daily rider fees and turn in to the City of lone for deposit.
5. Actively seek out arena activities and/or use opportunities such as equestrian events and other appropriate uses for the arena.
6. Regularly inspect arena equipment and facilities and notify the City of any needed repairs of servicing.
7. Work cooperatively with City staff to ensure the arena is open and available to residents and visitors.
8. Make suggestions to the City for capital improvements, upgrades to current facilities, etc.
9. Provide input in the annual arena budget during budget development.

These lists of duties are not intended to be a complete list of all duties but merely illustrate the range of tasks the City is looking for in the caretaker and arena host position(s). A more complete list of duties will be provided in the final contract.

SPECIAL CONSIDERATIONS

Ideally, this would be a hybrid Howard Park Caretaker / Ed Hughes Memorial Arena Host position, however, the City recognizes there may be individuals interested in only one (e.g., Howard Park Caretaker) or the other (e.g., Ed Hughes Memorial Arena Host) role. Therefore, submitters will be allowed to submit for either one role or the other or both

Compensation

The City is open to a shared revenue arrangement or other arrangements that provide mutual benefit. The details of a lease, or other type of, agreement, including the compensation for the Arena Host and/or Caretaker will be negotiated after all RFQs are evaluated and the City selects the most qualified proposal. NOTE: You will be asked to provide a detailed summary regarding any compensation.

REQUIREMENTS FOR STATEMENT OF QUALIFICATION SUBMITTAL

Your submittal should include the following information:

1. Name, address, phone number, email address.
2. If submitting as a business, name, address, phone number, business email address if difference from that in item number 1, and website URL (if applicable).
3. Resumes of key personnel to be providing the services.
4. If submitting for only one role (e.g., only Howard Park Caretaker), please clearly indicate on your submission which role you are interested in.
5. Two-page narrative as to your interest in this/these role(s), particular abilities and qualifications, and related experience.
6. Describe other jobs you have performed doing similar duties and responsibilities.
7. Provide examples of knowledge, expertise, and/or experience with the proposed work.
8. A detailed summary of your compensation proposal/requirements.

9. Additional information you believe demonstrate your skills, abilities, and experience (e.g., proof of related training or education, certificates, etc.).

RFQ REQUEST FOR QUALIFICATION SCHEDULE

The following is a list of key dates:

| ACTIVITY | DATE |
|---|--|
| Request for Qualifications Issued | Friday, July 8, 2022 |
| Deadline for Questions to be Submitted | Friday, July 22, 2022 (by 3:00 p.m.) |
| Response to Questions Due | Friday, July 29, 2022 |
| Submittal/Statement of Qualifications Due | Wednesday, August 10, 2022 (by 4:00 p.m.) |
| Review of Submittal/Statement of Qualifications | Wednesday, August 17, 2022 |
| Interviews Conducted/Make Selection | Week of August 22 – 26, 2022 |
| City Council Action to Award | Tuesday, September 6, 2022 |
| Assignment Commencement | Upon mutual agreement and contract finalization. |

STATEMENT OF QUALIFICATION SUBMISSION DETAILS

Statements of qualification should be mailed or delivered to:

City of Ione
Attn.: Julie Millard, MPA
1 E. Main Street
P. O. Box 398
Ione, CA 95640

Statements of qualification can also be submitted via email to jmillard@ione-ca.com

EVALUATION CRITERIA

Statements of Qualification will be evaluated on the following criteria:

1. Specialized experience or technical expertise in connection with the scope of services to be provided, including handyman skills, equipment maintenance and repair, equestrian experience, etc.
2. Past experience performing caretaker and/or host duties, preferably in a park and/or equestrian situation.
3. Capacity of the person, couple, or organization to perform the work relative to other obligations.
4. Revenue sharing or other compensation agreement that is most beneficial to both parties.

KD's Horsemanship LLC



City of Ione
RECEIVED
AUG 05 2022
J. Millard

10065 New Hope Road
Galt, CA 95632
(209) 663-5284
horsemanshipkds@gmail.com

To The City of Ione,

KD's Horsemanship is excited to submit our proposal for both the Howard Park Caretaker and Ed Hughes Memorial Arena Host positions. We are composed of a husband and wife duo with many years' experience working with horses, equipment and the public. We are also excited to relocate back to Amador County to help preserve Howard Park and Ed Hughes Memorial Arena for future generations.

Sincerely,
KD's Horsemanship LLC

City of Ione
Attn.: Julie Millard, MPA
1 E. Main Street
P. O. Box 398
Ione, CA 95640

Personal Statement – Kathy Van Steyn

I grew up in Jackson, CaA. and was raised by great horsemen and women. I attended many roping events at the arena when it was located at the baseball diamonds. My foundation of horses and training started very young. I would help with the ranch chores like riding the tractors, driving the horses and teams, grooming, feeding, watering, running the drag in the arena by horse and by tractor. My grandfather Richard L. Prouty moved to lone in his youth where he lived for at least 20 years. The Prouty House where he was raised is on Jackson Street in the City of lone. During his time in lone, as well as after he left, he was always involved in the lone rodeo scene. He passed away when I was 19, however I remember spending much time with him in lone at various events and parades.

I had a break from horses until my 30's. In my 30's I purchased my first horse and landed my first ranch job at KISS Ranch in Herald. Unfortunately, the owner is no longer able to run due to terminal cancer. I worked there for approximately 9 years. I fed, cleaned, trimmed hooves, did ground keeping with volunteers, and helped with keeping up the two arenas. I also at times fired and hired staff to work alongside me training for future days on their own. I would turn horses out as well. I had a brief job at another facility where I did pretty much the same for the barn and staff. I worked for that barn for 2 years. (This facility is closed as well)

I'm business oriented. It is not only for fun, although I enjoy it tremendously. But the horses are the most important to me. They will come first in all circumstances, including safe footing in the arena. My experience is wide. I have many years with ranch work. I've driven tractors, back hoes, did gardening, fixed water pipes, fencing, did some welding, repaired ranch vehicles, rebuilt an

engine for a ranch truck, bucked hay, hauled horses, first aid and breeding, and maintained 99 horses at one time. Growing up my family and husband were/are mechanics, contractors, and electricians. I can work on pretty much anything in mechanics. I can build my own buildings. I can maintain the grounds. I do my own vehicle upkeep, and I can do it all well. I am very particular when I clean, it must be tidy.

While being a presence for the park 24/7 it will not only help the City of Lone but lone PD by dissuading unwanted activity. I can be the security, the eyes, the happy face, the smile. I can take care of the arena, the grounds, and greet the guests. I can assist with all clinics and all disciplines. I can bring new clientele in. I can save the City of Lone a lot of money. How? Having an online payment method for the arena, all payments would go directly to the city. Living on site would save the city money as well. I can take over the arena and the surrounding grounds and make it a safe riding facility for all disciplines of horses. I will have an ATV or golf cart (at my own expense) to patrol the Howard Park and Arena areas every day- several times a day. I was also a groundskeeper/ park patrol/ at a residential/recreational facility for 2 years.

Personal Statement – David Van Steyn Sr

I will be assisting as much as possible with the daily activities. I do work a full-time job as a Diesel Tech Foreman in Stockton, CA. What I can bring is maintenance help and support to Kathy. I started working when I was 16. I was a truck driver then transferred to mechanic. I have wrenched for 30 years for companies but have about 50 years' experience in maintenance. I am willing to help Todd or whoever does the repair or solely repair equipment and save the city some money. When my wife, Kathy is busy during a clinic or other event I will be her back up for the park patrol and safety thereof. I have been a foreman with a crew of 4-6 technicians for approximately 25 years. I look forward to working with the City Parks and Rec and my wife helping to keep Howard Park and Ed Hughes arena safe and fun for everyone.

Skills/Qualifications - Kathy Van Steyn

Mechanic

- Engine Rebuild
- Upkeep of vehicles/equipment (cars, tractors, mowers, etc.)
- Maintenance

Tractor

- Operate in an appropriate fashion to groom, grade, dig, and drag
- Operate various implements
- Operate small and large tractors

Business

- Advertising Sales
- Organize
- Customer Service
- Punctual

Equine

- Clinic Host
- Training
- Riding
- Lessons
- Health Maintenance, breeding, and farriering
- Boarding

Grounds Keeping

- Mowing, weeding, and trimming
- Planting and routine maintenance
- Fencing, plumbing, and painting

Skills/Qualifications - David Van Steyn Sr

Mechanic

- Welding
- Rebuild small and large equipment
- Electrical
- Troubleshooting
- Ag Equipment Maintenance
- DOT Inspections
- HVAC 608
- Diagnostics

Business

- Customer Service
- Parts Inventory
- Computer
- Office/phones
- Supervisor

Equine

- Riding
- Feeding
- Boarding
- Clinic Host

Grounds Keeping

- Mowing, weeding, and trimming
- Everyday maintenance
- Fencing, plumbing, and painting

Related Experience

Large Projects-

- Built tack shed
- Built fencing
- Cement work around home (pads, walkways, patio)
- Home remodeling (walls, floors, painting, repair)
- Back-hoe work
- Gardening

Small Projects-

- Built shelters
- Ditch Digging
- Wiring

PROPOSAL FOR HP AND EHA

1. Compensation of \$1300/month plus free RV hook ups and utilities. With 6 free days of full private use of arena per year for clinics or other events. This proposal is for the Howard Park and Ed Hughes arena positions combined.

City will save on hiring 2 full time employees to work the park and arena.

City will have a live on-site caretaker to help with security

City will have assistance with Evelyn Bishop Hall (opening/closing/cleaning etc.)

City will have assistance with bathroom cleaning and garbage control around the park

City will have eyes on any issues during the overnight hours such as water leaks, partying etc.

City will have grooming of the arena 1-3 times a day if needed

City will have assistance with maintenance around the entire park and arena

City will have someone there to make sure payments are made either in the box or hopefully in the future online.

City will have an arena assistant for all events and participants.

City will have assistance with bringing in events

City will have an advertising person to get the word out and promote the park and arena.

City will have help with light maintenance on vehicles/trackers/gardening tools etc.

City will have daily/monthly/yearly knowledge of arena/park revenue

City will oversee the arena/events/park and have knowledge of all events

2. Or- instead give KD's Horsemanship 20% of all revenue per month with a \$400/month minimum and allow KD's Horsemanship a total of 10 horses (3 are owned by KD's Horsemanship and up to 7 boarded) KD's Horsemanship will get all revenue from the boarding. Also, free water for horses always. Boarded horses will have free access to the EHMA for riding. Also, we will receive 6 full days of private arena use per year for clinics. KD's Horsemanship will have and utilize all the area near the RV hook ups, behind it, below it, the stables, and the flat area in front and behind. The flat areas will become paddocks and a small round pen for boarders to utilize. This proposal is for Ed Hughes Arena ONLY.

City will receive everything listed above and more, I'm sure.

3. KD's Horsemanship will be bringing its own equipment that will help with the groundskeeping.
4. This is just a small list of items, but an idea of what we can bring. Also, a mechanic on site.
 - a. Tractor
 - b. Mower
 - c. Tractor implements – drag, mower and scraper
 - d. Chain saws
 - e. Everything construction; hammers, saws, levels, drills, plumbing, etc.
 - f. Gardening equipment
 - g. 1965 F250 for assisting with garbage/limbs/ haul off to dumps
 - h. Utility trailer

Agenda Item

#5

DATE: November 1, 2022

TO: Mayor Epperson and City Council

FROM: Michael Rock, City Manager

SUBJECT: Authorize the City Manager to execute an Agreement with El Dorado Disc Sports Foundation ("EDDS"), for purposes of allowing their Amador Chain Anglers Disc Golf Club (ACADGC) to utilize and maintain the Howard Park Disc Golf Course ("HPDGC").

RECOMMENDED ACTION:

1. Authorize the City Manager to execute an Agreement with EDDS for purposes of granting permission for ACADGC to use and maintain the Disc Golf Course.

FISCAL IMPACT:

There is minor cost savings to the City through in-kind services from ACADGC. Possible future revenues through Disc Golf Club events.

BACKGROUND:

The ACADGC has been using Howard Park for many years without an agreement outlining the responsibilities of the ACADGC or the City as property owner.

The City wishes to grant EDDS permission to use Howard Park for the purposes of operating the HPDGC in exchange for a small annual payment for reimbursement of the City's costs to operate and maintain the facilities through in-kind services from EDDS.

The Parks and Recreation Commission at their October 25, 2022, meeting recommended approval of this Agreement on a unanimous vote.

ATTACHMENTS:

1. Agreement between City of Lone and EDDS
2. Map of Disc Golf Course in Howard Park

**AGREEMENT
BETWEEN THE CITY OF IONE AND
EL DORADO DISC SPORTS FOUNDATION**

This Agreement for the use of facilities at Howard Park is entered into this 1st day of November 2022 by and between the City of Ione ("City"), a California municipal corporation and El Dorado Disc Sports Foundation ("EDDS"), a California 501c3 public benefit nonprofit who are hereafter collectively referred to as the "Parties."

RECITALS

WHEREAS, the City owns and operates Howard Park ("Park") at 600 Church Street (Hwy 124), in Ione, California; and

WHEREAS, the Amador Chain Anglers Disc Golf Club through EDDS operates the Howard Park Disc Golf Course ("HPDGC") herein depicted on Exhibit A; and

WHEREAS, the City acknowledges that disc golf is an environmentally sustainable, low maintenance, low impact, and low-cost recreational activity that can be enjoyed by people of all ages; and

WHEREAS, the City wishes to grant EDDS permission to use the Park for the purposes of operating the HPDGC in exchange for a small annual payment for reimbursement of the City's costs to operate and maintain the facilities, and for certain other improvements to the Park; and

WHEREAS, the City wishes to grant EDDS permission to use the park in exchange for: (1) a small annual payment for reimbursement of the City's costs to operate and maintain the facilities, and (2) certain other improvements to the Park;

NOW, THEREFORE, in consideration of the above recitals, the mutual covenants herein contained, and such other and such other and further consideration as is hereby acknowledged, the Parties agree to the following:

TERMS AND CONDITIONS

PARTIES AND DESIGNATED CONTACT PERSONS

| | |
|--|--|
| City Representative: Michael Rock, City Manager 1 E. Main Street Ione, CA 95640 Tel: (209) 274-2412 Ext. 116 mrock@ione-ca.com | EDDS Representative: Sharon Keoppel, President 4960 Emil Rd. Shingle Springs, CA 95682 Tel: (209) 274-4739 sharonkeoppel@eddiscsports.org |
|--|--|

1. Term:

- A.** This Agreement will be valid from date of approval through and continuing for one year from date of approval.
- B.** At one year, the terms and conditions will be evaluated by all Parties.
- C.** At one year, the Agreement may be extended by request of either party for two five-year terms. If the Agreement is still active at the eleventh year both parties may agree to extend the Agreement an additional five years.
- D.** If either Party to this Agreement fails to perform any of its obligations under this Agreement when due and called for, that party shall be in default if it fails to cure such default within thirty (30) days after written notice from the non-defaulting Party of such default; provided, however, that if the nature of a non-monetary default is the result of a force majeure occurrence or is otherwise of a nature such that it cannot be fully cured within that thirty (30) day period, the Party in default shall have such additional time as is reasonably necessary to cure the default so long as the Party in default is proceeding diligently to complete the necessary cure after service of notice by the non-defaulting Party. If the EDDS remains in default after the 30-day cure period, the Agreement may be terminated at the City's option.

2. Mutual Covenants:

A. The City will:

- a. Facilities License & Coordination.** EDDS will be the sole point of contact for any use of the disc golf course in cooperation with the City and parking areas ("City Facilities") designated by the City on a full-time basis during the term of this Agreement for disc golf related functions. The City agrees not to sub-lease to any other organization the current footprint of the Disc Golf Course.
- b. Advertisements.** Allow the EDDS to sell banners to hang around the disc golf course in order to fundraise for the Foundation. Signs shall comply with the City's sign ordinance, as may be amended from time to time. Advertising shall be limited to commercial advertising involving offering of goods or services for sale, consistent with both constitutional and local law requirements.
- c. Monitor.** Monitor the Park and City Facilities to ensure all commitments are being adhered to.

B. The EDDS will:

- a. Fee.** Pay the City a participation fee of \$100 per year for the term of the Agreement, or as amended at the first anniversary of this Agreement, for the purpose of helping the City offset operations and maintenance costs associated with the City Facilities. The fee will be paid by January 1st of

each year of the term of the Agreement. Prior to the anniversary of the first year of this Agreements, the Parties shall negotiate in good faith an appropriate fee in a continuing effort to help the City offset rising operations and maintenance costs. In kind services, such as regularly trimming tree branches and removing debris and brush from the playing area and maintaining all Disc Golf Course equipment (baskets, tee signs), may be substituted for the annual fee.

- b. Disc Golf Course Use.** Conduct disc golf functions on the courts in accordance with applicable laws and City policies, including all OSHA regulations and standards. The Foundation shall not use the courses, nor permit others to use the courses in a way that will create a hazardous condition on the courses or surrounding areas. The President shall inspect the premises prior to any play to ensure no hazardous conditions are present.
- c. Improvements.** Invest in the development of the Park through donations, grants and fundraising efforts and help the City make capital improvements to the City Facilities as grants, donations and fundraising allow. However, the Foundation shall not make any improvements or alterations to the Park or City Facilities without prior written approval from the City.
- d. Equipment.** Provide and maintain the necessary equipment for the Foundation's intended use of the City Facilities.
- e. Insurance.** Maintain insurance as specified in Section 4 of this Agreement. The Foundation will further maintain additional property insurance covering any items kept at the courses.
- f. Conservation.** Assist the P&R Department Staff to conserve both water and electrical power associated with the City Facilities.

3. Non-Exclusivity & Scheduling.

This is a non-exclusive license for the Foundation to use the City Facilities. The Foundation shall provide City with a schedule of league games and practices by January 1st of each year before the start of the season to secure specific dates and times. The City may use the City Facilities for any other purpose it desires when not in use by the Foundation.

4. Insurance.

The Foundation shall procure and maintain for the duration of this Agreement casualty and general liability insurance in commercially reasonable amounts, or as required by California Law, insuring against claims for injuries to persons or damages to property which may arise from or in connection with the Foundation's use of the City Facilities or performance under this Agreement. The coverage shall in no event be less than \$1,000,000 in primary coverage. The insurance policies must contain the following:

- a. The City, its officers, agents and employees are to be covered as additional insured. The policy shall not contain any special limitations on the scope of protection afforded to the City, its officers, agents and employees.
- b. For any claim related to this Agreement, the Foundation's insurance shall be the primary insurance as it relates to claims made against the City, its officers, officials and employees. Any insurance or self-insurance maintained by the City, its officers, officials or employees shall be excess of the Foundation's insurance and shall not contribute to it.
- c. The Foundation's insurance shall apply separately to each insured against whom a claim is made, or suit is brought, except with respect to the limits of insurer's liability.
- d. Each insurance policy required by this Section shall be endorsed to state that coverage shall not be suspended, voided or cancelled by either Party, reduced in coverage or in limits except after thirty (30) days prior (10 days for non-payment of premium) written notice by certified mail, return receipt requested, has been given to the City. The Foundation shall also provide the same notice to the City.
- e. The Foundation shall furnish the City with original endorsements effecting coverage required by this Section. The endorsements are to be signed by a person authorized by that insurer to bind coverage on its behalf. All endorsements are to be received and approved by the City within thirty (30) days from execution of this Agreement.
- f. Any failure to comply with reporting or other provisions of the parties, including breach of warranties, shall not affect coverage provided the City, its officers, agents and employees.

5. Indemnity.

The Foundation shall indemnify and hold City, its officers, agents, volunteers and employees harmless from and against all claims, damages, losses and expenses, including attorneys fees and costs arising out of the use of other activities described in this Agreement by the Foundation, caused in whole or in part by any negligent act or omission of the Foundation, its agents, volunteers or employees or anyone directly or indirectly associated with the Foundation or anyone whose acts for which the Foundation may be liable, except where such liability is caused by the active negligence, sole negligence or willful misconduct of the City, its officers, agents or employees.

6. Assignment.

The Foundation agrees it will not assign the right or duties in this Agreement herein without first obtaining prior written consent of the City. Any assignment without the City's consent shall be voidable, and at the City's election, shall constitute a default of this Agreement.

7. Dispute Resolution.

If, during the performance of this Agreement, a dispute arises between the Foundation and the City that cannot be settled by discussions, the Foundation shall submit to the City a written statement within ten (10) days of the incident giving rise to the dispute. The City Manager or other City designee shall issue a written decision to the Foundation within seven (7) days. The Foundation reserves the right to appeal the decision to the City Council within 30 days after the decision is made. The City Council's decision on an appeal shall be binding and final. The Foundation and the City shall continue to perform their duties under this Agreement without interruption during the dispute period.

8. General Terms and Conditions.

The terms and conditions of this Agreement shall govern and shall take precedence over any different or additional terms and conditions the Foundation may have included in any documents attached to or accompanying this Agreement. Any handwritten changes on the face of the Agreement shall be ignored and have no legal effect unless initialed by both Parties.

8.1 Choice of Law, Forum Selection, Entire Agreement and Modifications.

The Agreement shall be construed under California law (without regard for choice-of-law considerations) and the policies and procedures of the City, as amended from time to time. Any action arising out of this Agreement shall be heard by a state court in California. For this purpose, the Foundation specifically and unconditionally consents to jurisdiction in El Dorado County. The Agreement constitutes the entire Agreement and understanding of the Parties and replaces any prior or contemporaneous agreements or understands, whether written or oral. Modifications to this Agreement will be valid only with a writing signed by both Parties.

8.2 Use of City Name or Logo.

The Foundation agrees not to use the name, logo or any other marks (including but not limited to colors and music) owned by or associated with the City or the name of any representative of the City in any sales promotion work or advertising, or any form of publicity, without prior written permission of the City in each instance.

8.3 Terms of Payment.

Payments shall be made to the City within thirty (30) days upon the City's presentation of an invoice for services rendered pursuant to this Agreement.

8.4 Termination.

The City may terminate this Agreement in whole or in part for cause upon thirty (30) days written notice to the Foundation if the Foundation fails to comply with any material term or condition of this Agreement, becomes insolvent or files for bankruptcy protection or fails to comply in a material way with the requirements of this Agreement if done in

accordance with Section 1B of this Agreement. Late delivery of services or services that are defective or do not conform to the requirements of this Agreement shall, subject to the limitations herein, be sufficient cause to allow the City to terminate for cause.

8.5 Independent Contractor.

The Foundation shall perform its duties under this Agreement as an independent contractor and not as an employee of the City. Neither the Foundation nor any agent or employee of the Foundation shall be or shall be deemed to be an agent or employee of the City. The Foundation shall pay when due all required employment taxes and income tax withholding, including all federal and state income tax on any monies paid pursuant to this Agreement. The Foundation acknowledges that the Foundation and its employees are not entitled to tax withholding, worker's compensation, unemployment compensation or any other employee benefit, statutory or otherwise. The Foundation shall have no authorization, express or implied, to bind the City to any agreements, liability or understanding except as expressly set forth herein. The Foundation shall be solely responsible for the acts of the Foundation, its employees and agents.

8.6 Non-Waiver.

No waiver by any Party of any default or nonperformance shall be deemed a waiver of any subsequent default or non-performance.

8.7 Limitation on City Liability.

In no event shall the City be liable for any indirect, consequential, incidental, lost profits or life expectancy damages arising out of this Agreement.

8.8 Affirmative Action, Equal Employment Opportunity and Targeted Group Business.

The City is committed to the policy that all persons shall have equal access to its programs, facilities and employment without regard to race, color, creed, religion, sex, age, marital status, disability, public assistance status, veteran status or sexual orientation and is committed to transacting business with entities and individuals who follow these practices. Accordingly, the Foundation must apply every good faith effort to ensure implementation of this policy in their practices of employment, upgrade, demotion or transfer, recruitment, or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship. The Foundation will maintain non-segregated facilities for their employees and not allow their employees to perform services at any segregated facilities under its control. By entering into this Agreement, the Foundation certifies that it complies with all federal and state laws as well as with City laws and policies related to non-discrimination, equal employment opportunity and affirmative action.

8.9 Compliance with Ordinances and Regulations.

The Foundation agrees to abide by all applicable laws and regulations and all rules, notices, prohibitions instructions, or directions posted on any park or trail sign by the City. This includes field closures. The Foundation is not authorized to alter, construct,

erect, or remove any structure within a park or on a trail without permission from the City. This includes the physical alteration of structures. The Foundation agrees to not assemble for the purpose of which, in fact, results in blocking or obstructing the lawful use by any other person of any portion of a park or trail or any structure in a park or on a trail or any position of access or exit to or from any park, trail, structure therein. This includes blocking off entrance drives and parking areas. The Foundation agrees not to charge admission, collect fees or payment for any activity, event, service or use of any land or facility in a park or on a trail without permission from the City. This includes charging a fee for the use of parking spaces.

8.10 Severability.

If any provision of this Agreement shall be invalid or unenforceable with respect to any Party, the remainder of the Agreement or the application of such provision to persons other than those as to which it is held invalid or unenforceable, shall not be affected and each provision of the remainder of the Agreement shall be valid and enforceable to the fullest extent permitted by law.

8.11 Survivability.

The terms, provisions, representations and warranties contained in this Agreement that by their sense and context are intended to survive the performance thereof by any of the Parties shall so survive the completion of performance and termination of this Agreement, including the making of any and all payments hereunder.

8.12 Notices.

All notices, requests, or other communications required hereunder shall be sufficient only if given in writing and shall be deemed given only when delivered personally or deposited in the United States mails by certified or registered mail, postage prepaid addressed as follows:

If to the City:
City of Lone
Attn: City Manager
P.O. Box 398
Lone, CA 95640

If to the EDDS Foundation:
El Dorado Disc Sports
Sharon Keoppel
4960 Emil Rd.
Shingle Springs, CA 95682

Such addresses may be changed by either party by written advice as to the new address delivered to the other party at the address provided above.

8.13 Multiple Counterparts.

This Agreement may be executed in multiple counterparts, each of which shall be an original, but all of which shall constitute one and the same document. Facsimile or electronic signatures shall have the same effect as original signatures.

IN WITNESS WHEREOF, the City has caused this Agreement to be executed in duplicate by its City Manager and attested to by its City Clerk; and the Foundation has caused this Agreement to be executed by its authorized agent.

CITY OF IONE

EL DORADO DISC SPORTS FOUNDATION

By _____
Michael Rock, City Manager

By _____
Sharon Keoppel, President

AMADOR CHAIN ANGLES DISC GOLF CLUB

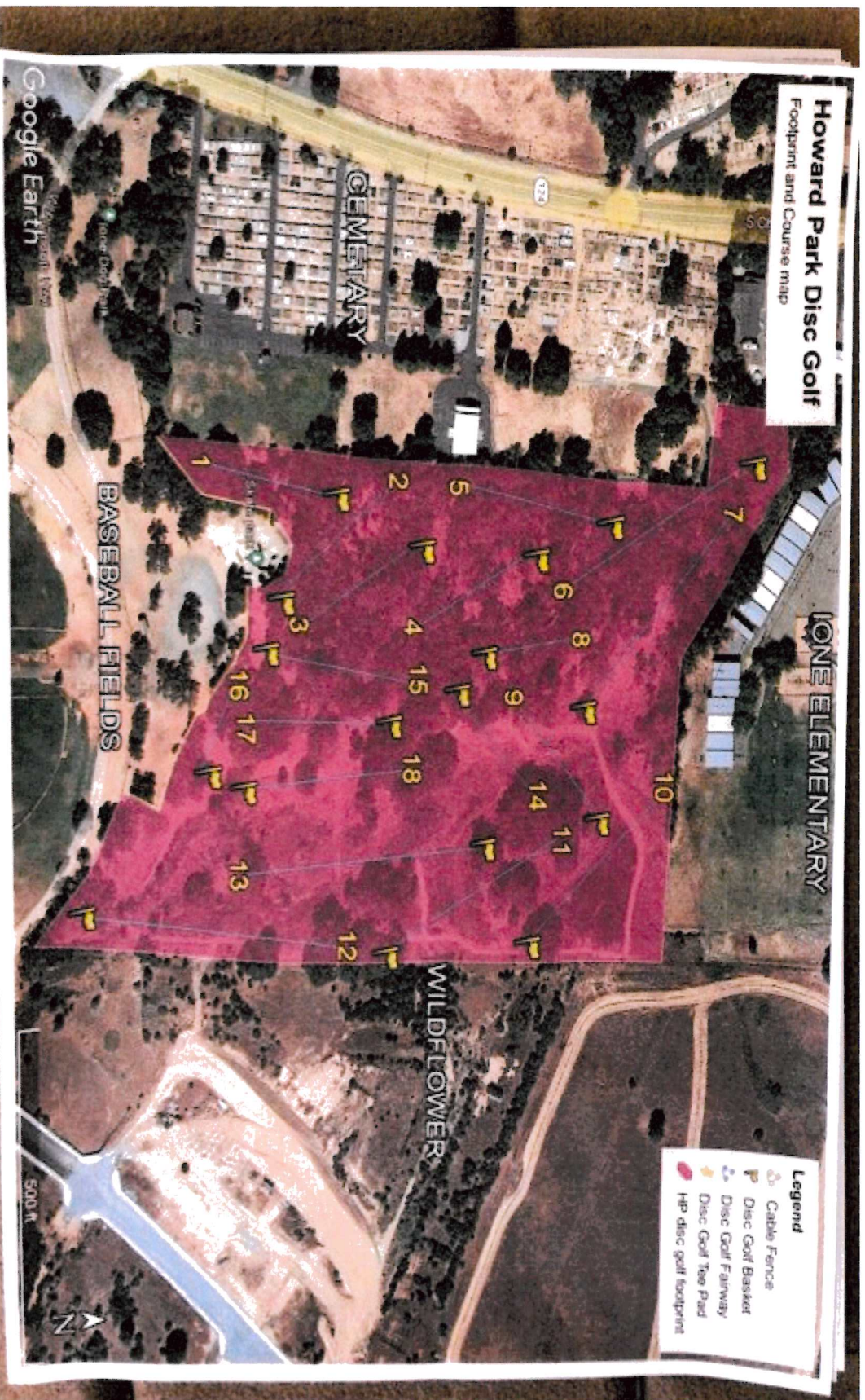
By _____
Lee Lockhart, President

APPROVED AS TO FORM:

By _____
Carolyn Walker, City Attorney

By _____
Janice Traverso, City Clerk

Exhibit A



Agenda Item

#6

DATE: November 1, 2022

TO: Mayor Epperson and City Council

FROM: Carolyn Walker, City Attorney
Michael Rock, City Manager

SUBJECT: Accept City Treasurer Resignation and Decide How to Fill Position

RECOMMENDED ACTION:

1. Accept Resignation of City Treasurer, Chris Hancock and Discuss options to fill the Treasurer's position.

FISCAL IMPACT:

There is no fiscal impact associated with this item.

BACKGROUND:

The City Treasurer, Chris Hancock, was recently promoted to the position of Finance Manager. Due to conflict of interest, he is resigning as City Treasurer of Lone effective November 30, 2022, in order to ensure enough time to fill the position. Pursuant to Government Code Section 36512, subdivision (b), if a vacancy occurs in an elective office, the City Council has two options on how to fill the vacancy within 60 days from the commencement of the vacancy: a special election (A) or appointment (B)

- A. If the City Council calls a special election, the special election shall be held on the next regularly established election date not less than 114 days from the call of the special election. A person elected to fill a vacancy holds office for the unexpired term of the former incumbent.
- B. If the City Council fills the vacancy by appointment, the person appointed to fill the vacancy shall hold office pursuant to one of the following:
 1. If the vacancy occurs in the first half of a term of office and at least 130 days prior to the next general municipal election, the person appointed to fill the vacancy shall hold office until the next general municipal election that is scheduled 130 or more days after the date election to fill the vacancy has been qualified. The person elected to fill the

vacancy shall hold office for the unexpired balance of the term of office.

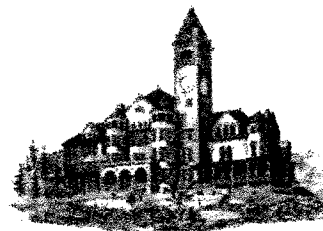
2. If the vacancy occurs in the first half of a term of office, but less than 130 days prior to the next general municipal election, or if the vacancy occurs in the second half of a term of office, the person appointed to fill the vacancy shall hold office for the unexpired term of the former incumbent.

ATTACHMENTS:

1. City Treasurer Resignation Letter
2. Prentice and Long 2020 City Treasurer Vacancy Memorandum



**CITY OF IONE
P.O. BOX 398
1 E. MAIN STREET
IONE, CA 95640
(209) 274-2412
FAX (209) 274-2830**



Chris Hancock
P.O. Box 398
Ione, CA 95640


October 25, 2022

City of Ione
City Council
P.O. Box 398
Ione, CA 95640

Dear Council Members,

Due to my recent promotion to the Finance Manager position I will be resigning as the City Treasurer of Ione effective November 30, 2022, to ensure there is a sufficient amount of time to fill the position as well as avoid potential conflicts of interest.

Thank you,




Chris Hancock



A LAW FIRM FOUNDED ON THE
PRINCIPLE OF SERVICE

MEMORANDUM

To: Ione City Council, Ione City Manager/Finance Director, Ione City Clerk
From: Sophia R. Meyer, City Attorney 
Date: December 2, 2020
Re: City Treasurer Vacancy

The City of Ione currently has the City Treasurer set as an elected position. The incumbent City Treasurer resigned as of November 23, 2020, and there were zero qualified applicants for the position of City Treasurer during the election that was held on November 3, 2020.

Pursuant to Government Code Section 36512, subdivision (b), if a vacancy occurs in an elective office, the council shall, within 60 days from the commencement of the vacancy, either fill the vacancy by appointment or call a special election to fill the vacancy.

If the City Council calls a special election, the special election shall be held on the next regularly established election date not less than 114 days from the call of the special election. A person elected to fill a vacancy holds office for the unexpired term of the former incumbent.

If the City Council fills the vacancy by appointment, the person appointed to fill the vacancy shall hold office pursuant to one of the following:

(A) If the vacancy occurs in the first half of a term of office and at least 130 days prior to the next general municipal election, the person appointed to fill the vacancy shall hold office until the next general municipal election that is scheduled 130 or more days after the date the council is notified of the vacancy, and thereafter until the person who is elected at that election to fill the vacancy has been qualified. The person elected to fill the vacancy shall hold office for the unexpired balance of the term of office.

(B) If the vacancy occurs in the first half of a term of office, but less than 130 days prior to the next general municipal election, or if the vacancy occurs in the second half of a term of office, the person appointed to fill the vacancy shall hold office for the unexpired term of the former incumbent.

Duties Required of the City Treasurer

The legal and fiduciary responsibilities of the City Treasurer are set forth in California Government Code, Sections 41001- 41007, 53607, 53646.

The City Treasurer duties include, but are not limited to, the following:

- Shall receive and safely keep all money coming into his/her hands as treasurer;
- Shall comply with all laws governing the deposit and securing of public funds and the handling of trust funds in his possession;
- Shall pay out money only on warrants signed by legally designated persons;
- Shall submit to the City Clerk, at least once each month, a written report and accounting of all receipts, disbursement, and fund balances and file a copy with the legislative body;
- Shall perform such duties relative to the collection of city taxes and license fees as are prescribed by ordinance;
- May be delegated the authority by the legislative body for a one-year period, to be renewed annually, make a monthly report of those to the legislative body and has the authority to invest funds in certain eligible securities;
- May appoint deputies for whose acts he/she and his/her bondsmen are responsible. Deputies hold office at the pleasure of the city treasurer and receive such compensation as is provided by the legislative body unless the city has a civil service system or merit system that would apply to the Treasurer's deputy position.

Can the Finance Director be the City Treasurer?

Yes, but you want to make sure there is other oversight with the City Manager and City Council. Currently in Lone there is a combined Interim City Manager and Finance Director, so this option is not available to the City at this time. Should this option become available, it would be appropriate to consider combining the two positions, however right now, this is not an appropriate action to take.

Can the combined City Manager/Finance Director be the City Treasurer?

Yes. However, the issue this would create includes the fact that there would be no oversight into the position of the person who is taking in all money, making all deposits, reconciling all bank accounts except for the yearly audit, which is conducted by a firm typically picked by the City Manager and approved by the City Council, and the small number of people who read with attention to detail the finance reports. This sets the City Manager/Finance Director up for failure in that the perception of fraud/embezzlement, etc. is inherent in combining all three of these positions into one.

While we have competent and honest staff in the positions now, this may not be the same situation in the future, and it only takes one bad apple to ruin the whole bunch. Even though the current Interim City Manager/Finance Director is not a signatory on the checking accounts, and intends to

not become one, there is nothing to say that a future City Manager/Finance Director would not take advantage of the situation.

The City Attorney does not recommend combining the three positions.

Can the City Clerk be the City Treasurer?

Yes. However, in this situation the City Clerk is an elected position who has their own special duties to complete, and traditionally does not have any cross-over with the Finance Department and their software and programs. The concern is that combining these two positions would effectively result in the Interim City Manager/Finance Director doing the work as she is now without any checks and balances.

The City Attorney does not recommend combining these two positions.

We want to be clear that our comments are not intended as a disparagement of the persons currently in the Interim City Manager or City Clerk positions. Our recommendation is intended only to help protect the City and not leave a door open for potential wrongdoing down the road.

Recommendation to Staff

We recommend appointing someone within 60 days of the certification of the election results. Additionally, should the City Council decide to change the position from elected to appointed, we recommend placing the item on the ballot of the next general election for approval of an ordinance to change the City Treasurer from an elected to an appointed position.