



PUBLIC PARTICIPATION NOTICE

Public Participation Accessibility for the City of Paramount meetings scheduled for **Tuesday, September 26, 2023.**

In-person Attendance:

The public may attend the City Council meeting in-person.

View the City Council meeting live stream:

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

Public Comments:

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

- **In-Person**

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

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

E-mail public comments must be received by **4:45 p.m. on Tuesday, September 26, 2023.** The e-mail should specify the following information: 1) Full Name; 2) City of Residence; 3) Phone Number; 4) Public Comment or Agenda Item No; 5) Subject; 6) Written Comments.

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

Participants wishing to address the City Council by teleconference should call City Hall at **(562) 220-2225** by **4:45 p.m. on Tuesday, September 26, 2023** and provide the following information: 1) Full Name; 2) City of Residence; 3) Phone Number; 4) Public Comment or Agenda Item No; 5) Subject. Teleconference participants will be logged in, placed in a queue and called back during the City Council meeting on speaker phone to provide their comments.

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

AGENDA

Paramount City Council
September 26, 2023



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

City of Paramount

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

Public Comments: If you wish to make a statement, please complete a Speaker's Card prior to the commencement of the Public Comments period of the meeting. Speaker's Cards are located at the entrance. Give your completed card to a staff member and when your name is called, please go to the podium provided for the public. Persons are limited to a maximum of three (3) minutes unless an extension of time is granted. No action may be taken on items not on the agenda except as provided by law. For additional ways to participate and provide public comments, see the preceding Public Participation Notice.

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

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

Notes

CALL TO ORDER: Mayor Isabel Aguayo

PLEDGE OF ALLEGIANCE

ROLL CALL OF
COUNCILMEMBERS: Councilmember Peggy Lemons
Councilmember Brenda Olmos
Councilmember Vilma Cuellar Stallings
Vice Mayor Annette C. Delgadillo
Mayor Isabel Aguayo

PRESENTATIONS

1. [VIDEOS](#) Paramount Youth T-Ball and Mommy & Me and Daddy Too Programs

CITY COUNCIL PUBLIC COMMENT UPDATES

PUBLIC COMMENTS

CONSENT CALENDAR

All items under the Consent Calendar may be enacted by one motion. Any item may be removed from the Consent Calendar and acted upon separately by the City Council.

2. [ORDINANCE NO. 1172 \(Adoption\)](#) Amending Title 15 of the Paramount Municipal Code to add Chapters 15.36, 15.40, 15.44, 15.48, 15.52, 15.56 and 15.60, adopting by reference the 1997 Uniform Housing Code, 1998 California Housing Code, 1997 Uniform Code for the Abatement of Dangerous Buildings, 2022 California Existing Building Code, 2022 California Historical Building Code, 2022 California Referenced Standards Code, and 2022 California Fire Code
3. [ACCEPTANCE OF WORK](#) Perimeter Wall on 70th Street (City Project No. 9385)
4. [AWARD OF CONTRACT](#) Paramount Pool Interior Upgrades (City Project No. 9354)
5. [AWARD OF CONTRACT](#) Substation Building Interior and Exterior Painting (City Project No. 9474)
6. [APPROVAL](#) Agreement with Los Angeles County District Attorney – Community Prosecutor Program Fiscal Year 2023-24
7. [APPROVAL](#) Parade Permit Application for Our Lady of the Rosary Church – October 7, 2023

NEW BUSINESS

- | | | |
|-----|---------------------------------------|--|
| 8. | <u>ORAL REPORT</u> | Community Service Organization Updates – Mujeres Unidas Sirviendo Activamente (MUSA) |
| 9. | <u>PUBLIC HEARING</u> | Fiscal Year 2022-23 Consolidated Annual Performance and Evaluation Report (CAPER) |
| 10. | <u>APPROVAL</u> | Community Benefits Agreement with Adam Lentz/Madison Capital Group Management, LLC |
| 11. | <u>APPROVAL</u> | Installation of a Disabled Parking Zone in front of 8340 Ackley Street |
| 12. | <u>APPROVAL</u> | Agreement with Piece by Piece for an Art Sculpture adjacent to the Paramount Park Community Center |
| 13. | <u>ORAL REPORT</u> | 2023 Holiday Tree Lighting Event |

ENVIRONMENTAL SUSTAINABILITY NEW BUSINESS

- | | | |
|-----|--|--|
| 14. | <u>RESOLUTION NO. 23:031</u> | Declaring October 4, 2023 Clean Air Day in the City of Paramount |
|-----|--|--|

COMMENTS/COMMITTEE REPORTS

- Councilmembers
- Staff

CLOSED SESSION

ADJOURNMENT

To a meeting on October 10, 2023 at 6:00 p.m.

SEPTEMBER 26, 2023

VIDEOS

PARAMOUNT YOUTH T-BALL AND MOMMY & ME AND DADDY TOO

SEPTEMBER 26, 2023

ORDINANCE NO. 1172

“AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF PARAMOUNT AMENDING TITLE 15 OF THE PARAMOUNT MUNICIPAL CODE TO ADD CHAPTERS 15.36, 15.40, 15.44, 15.48, 15.52, 15.56 AND 15.60, ADOPTING BY REFERENCE THE 1997 UNIFORM HOUSING CODE, 1998 CALIFORNIA HOUSING CODE, 1997 UNIFORM CODE FOR THE ABATEMENT OF DANGEROUS BUILDINGS, 2022 CALIFORNIA EXISTING BUILDING CODE, 2022 CALIFORNIA HISTORICAL BUILDING CODE, 2022 CALIFORNIA REFERENCED STANDARDS CODE, AND 2022 CALIFORNIA FIRE CODE”

MOTION IN ORDER:

READ BY TITLE ONLY, WAIVE FURTHER READING, AND ADOPT ORDINANCE NO. 1172.

MOTION:

MOVED BY: _____

SECONDED BY: _____

[] APPROVED

[] DENIED

ROLL CALL VOTE:

AYES: _____

NOES: _____

ABSENT: _____

ABSTAIN: _____



To: Honorable City Council
From: John Moreno, City Manager
By: Heidi Luce, City Clerk
Date: September 26, 2023

Subject: ORDINANCE NO. 1172

The City Council, at its regularly scheduled meeting on September 12, 2023, introduced Ordinance No. 1172 and placed it on the September 26, 2023 agenda for adoption.

ORDINANCE NO. 1172

“AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF PARAMOUNT AMENDING TITLE 15 OF THE PARAMOUNT MUNICIPAL CODE TO ADD CHAPTERS 15.36, 15.40, 15.44, 15.48, 15.52, 15.56 AND 15.60, ADOPTING BY REFERENCE THE 1997 UNIFORM HOUSING CODE, 1998 CALIFORNIA HOUSING CODE, 1997 UNIFORM CODE FOR THE ABATEMENT OF DANGEROUS BUILDINGS, 2022 CALIFORNIA EXISTING BUILDING CODE, 2022 CALIFORNIA HISTORICAL BUILDING CODE, 2022 CALIFORNIA REFERENCED STANDARDS CODE, AND 2022 CALIFORNIA FIRE CODE.”

Attached is the agenda report from the September 12, 2023 meeting.

RECOMMENDED ACTION

It is recommended that the City Council read by title only, waive further reading, and adopt Ordinance No. 1172.



To: Honorable City Council

From: John Moreno, City Manager

By: John Carver, Planning Director
Johnnie Rightmer, Building and Safety Manager

Date: September 12, 2023

Subject: ORDINANCE NO. 1172
AMENDING TITLE 15 OF THE PARAMOUNT MUNICIPAL CODE TO ADD CHAPTERS 15.36, 15.40, 15.44, 15.48, 15.52, 15.56 AND 15.60, ADOPTING BY REFERENCE THE 1997 UNIFORM HOUSING CODE, 1998 CALIFORNIA HOUSING CODE, 1997 UNIFORM CODE FOR THE ABATEMENT OF DANGEROUS BUILDINGS, 2022 CALIFORNIA EXISTING BUILDING CODE, 2022 CALIFORNIA HISTORICAL BUILDING CODE, 2022 CALIFORNIA REFERENCED STANDARDS CODE, AND 2022 CALIFORNIA FIRE CODE

BACKGROUND

The intent and purpose of the Uniform Housing Code, California Housing Code, Uniform Code for the Abatement of Dangerous Buildings, Existing Building Code, California Historical Code, California Referenced Standards Code, and California Fire Code are to establish the minimum requirements to safeguard the public safety, health, and general welfare. Previously these safeguards were achieved by implementing the Los Angeles County Administrative Codes, which are based off these recommended codes. The Building and Safety Division recommends codes for the City Council to adopt that can be used across departments. These recommended codes can be used by the City's Public Safety Department to ensure a safe and attractive city.

DISCUSSION

This Ordinance is a request to adopt, by reference, the 1997 Uniform Housing Code, 1998 California Housing Code, 1997 Uniform Code for the Abatement of Dangerous Buildings, 2022 California Existing Building Code, 2022 California Historical Building Code, 2022 California Referenced Standards Code, and 2022 California Fire Code. This process is necessary in order to make the Municipal Code compliant and consistent with the California Building Code (and related codes) sections as specified in Ordinance No. 1172.

Prior to adopting the 1997 Uniform Codes, 1998 and 2022 California Codes by reference, the City Council must conduct a public hearing and perform a first reading of the title of the proposed ordinance.

FISCAL IMPACT

None.

VISION, MISSION, VALUES, AND STRATEGIC OUTCOMES

The City's Vision, Mission, and Values set the standard for the organization; establish priorities, uniformity, and guidelines; and provide the framework for policy decisionmaking. The Strategic Outcomes were implemented to provide a pathway to achieving the Vision of a city that is safe, healthy, and attractive. This item aligns with Strategic Outcomes No. 1: Safe Community; No. 4: Environmental Health; and No. 6: Efficient, Effective, and Fiscally Responsible Government.

RECOMMENDED ACTION

It is recommended that the City Council read by title only, waive further reading, introduce Ordinance No. 1172, and place it on the September 26, 2023 agenda for adoption.

CITY OF PARAMOUNT
LOS ANGELES COUNTY, CALIFORNIA

ORDINANCE NO. 1172

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF PARAMOUNT AMENDING TITLE 15 OF THE PARAMOUNT MUNICIPAL CODE TO ADD CHAPTERS 15.36, 15.40, 15.44, 15.48, 15.52, 15.56 AND 15.60, ADOPTING BY REFERENCE THE 1997 UNIFORM HOUSING CODE, 1998 CALIFORNIA HOUSING CODE, 1997 UNIFORM CODE FOR THE ABATEMENT OF DANGEROUS BUILDINGS, 2022 CALIFORNIA EXISTING BUILDING CODE, 2022 CALIFORNIA HISTORICAL BUILDING CODE, 2022 CALIFORNIA REFERENCED STANDARDS CODE, AND 2022 CALIFORNIA FIRE CODE

THE CITY COUNCIL OF THE CITY OF PARAMOUNT DOES HEREBY ORDAIN
AS FOLLOWS:

SECTION 1. Section 15.36.010 is hereby added as follows:

Sec. 15.36.010. 1997 Uniform Housing Code Adopted.

The 1997 Uniform Housing Code, as published by the International Conference of Building Officials, is hereby adopted by reference.

One copy of the 1997 Uniform Housing Code has been deposited in the office of the city clerk and shall be at all times maintained by the clerk for the use and examination by the public.

Said edition of the 1997 Uniform Housing Code, along with the codes hereinafter adopted, is the Housing Code of the City of Paramount as set forth in this chapter.

SECTION 2. Section 15.40.010 is hereby added as follows:

Sec. 15.40.010. 1998 California Housing Code Adopted.

The 1998 California Housing Code, as published by the California Building Standards Commission, is hereby adopted by reference.

One copy of the 1998 California Housing Code has been deposited in the office of the city clerk and shall be at all times maintained by the clerk for the use and examination by the public.

Said edition of the 1998 California Housing Code, along with the 1997 Uniform Housing Code is the Housing Code of the City of Paramount as set forth in this chapter.

SECTION 3. Section 15.44.010 is hereby added as follows:

Sec. 15.44.010. 1997 Uniform Code for the Abatement of Dangerous Buildings Adopted.

The 1997 Code for the Abatement of Dangerous Buildings, as published by the International Conference of Building Officials, is hereby adopted by reference.

One copy of the 1997 Code for the Abatement of Dangerous Buildings, has been deposited in the office of the city clerk, and shall be at all times maintained by the clerk for the use and examination by the public.

Said edition of the 1997 Code for the Abatement of Dangerous Buildings, is the Abatement Code of the City of Paramount as set forth in this chapter.

SECTION 4. Sec. 15.48.010. is hereby added as follows:

Sec. 15.48.010. 2022 California Existing Building Code Adopted.

The 2022 California Existing Building Code, as published by the California Building Standards Commission, is hereby adopted by reference.

One copy of said 2022 California Existing Building Code has been deposited in the office of the city clerk of the city and shall be at all times maintained by said clerk for use and examination by the public.

Said edition of the 2022 California Existing Building Code, is the Existing Building Code of the city as set forth in this chapter.

SECTION 5. Section 15.52.010 is hereby added as follows:

Sec. 15.52.010. 2022 California Historical Code Adopted.

The 2022 California Historical Code, as published by the California Building Standards Commission, is hereby adopted by reference.

One copy of said 2022 California Historical Code has been deposited in the office of the city clerk of the city and shall be at all times maintained by said clerk for use and examination by the public.

Said edition of the 2022 California Historical Code, is the Historical Code of the City of Paramount as set forth in this chapter.

SECTION 6. Section 15.56.010 is hereby added as follows:

Sec. 15.56.010. 2022 California Referenced Standards Code Adopted.

The 2022 California Referenced Standards Code, as published by the California Building Standards Commission, is hereby adopted by reference.

One copy of said 2022 Referenced Standards Code has been deposited in the office of the city clerk and shall be at all times maintained by the clerk for use and examination by the public.

Said edition of the 2022 Referenced Standards Code, is the Referenced Standards Code of the city as set forth in this chapter.

SECTION 7. Section 15.60.010 is hereby added as follows:

Sec. 15.60.010. 2022 California Fire Code Adopted.

The 2022 California Fire Code, as published by the California Building Standards Commission, is hereby adopted by reference.

One copy of said 2022 California Fire Code has been deposited in the office of the city clerk of the city and shall be at all times maintained by said clerk for use and examination by the public.

Said edition of the 2022 California Fire Code, is the Fire Code of the City of Paramount as set forth in this chapter.

SECTION 8. California Environmental Quality Act (CEQA). This ordinance is exempt from CEQA pursuant to CEQA Guidelines Section 15305, minor alterations in land use limitations in areas with an average slope of less than 20% that do not result in any changes in land use or density and Section 15061(b)(3) which is the general rule that CEQA applies only to projects which have the potential for causing a significant effect on the environment and CEQA does not apply where it can be seen with certainty that there is no possibility that the activity may have a significant effect on the environment.

SECTION 9. Severability. If any section, subsection, sentence, clause or phrase in this ordinance or the application thereof to any person or circumstance is for any reason held invalid, the validity of the remainder of the ordinance or the application of such provision to other persons or circumstances shall be adopted thereby. The City Council hereby declares it would have passed this ordinance and each section, subsection, sentence, clause or phrase thereof, irrespective of the fact that one or more sections, subsections, sentences, clauses, or phrases or the application thereof to any person or circumstance be held invalid.

SECTION 10. Effective Date. This Ordinance shall take effect thirty days after its adoption, shall be certified as to its adoption by the City Clerk, and shall be published as required by law, together with the names and members of the City Council voting for and against the Ordinance.

PASSED, APPROVED and ADOPTED by the City Council of the City of Paramount this 26th day of September 2023.

Isabel Aguayo, Mayor

ATTEST

Heidi Luce, City Clerk

SEPTEMBER 26, 2023

ACCEPTANCE OF WORK

PERIMETER WALL ON 70TH STREET (CITY PROJECT NO. 9385)

MOTION IN ORDER:

IT IS RECOMMENDED THAT THE CITY COUNCIL ACCEPT THE WORK PERFORMED BY PARSAM CONSTRUCTION, INC., GLENDALE, CALIFORNIA, FOR CONSTRUCTION OF THE PERIMETER WALL AT 70TH STREET AND AUTHORIZE PAYMENT OF THE REMAINING RETENTION.

MOTION:

MOVED BY: _____

SECONDED BY: _____

[] APPROVED

[] DENIED

ROLL CALL VOTE:

AYES: _____

NOES: _____

ABSENT: _____

ABSTAIN: _____



To: Honorable City Council

From: John Moreno, City Manager

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

Date: September 26, 2023

**Subject: ACCEPTANCE OF WORK FOR PERIMETER WALL ON 70TH STREET
(CITY PROJECT NO. 9385)**

BACKGROUND

Over the past couple of years, the City has been monitoring ongoing issues near the Union Pacific Railroad right of way and the cul-de-sac located at the end of 70th Street near Vermont Avenue. This area is physically located within the City of Long Beach. However, the nuisance it has created for our Paramount residents adjacent to this area has been exacerbated recently. We have been experiencing an unusually high amount, and frequency, of illegal dumping at this location. Given the proximity to the railroad right of way, it appears that the illegal dumping is coming from the railroad property. Vandals appear to be cutting the existing chain link fence which is located within the Union Pacific Railroad property and repairs have been ineffective. At its meeting on November 8, 2022, the City Council authorized a new capital improvement project for the installation of a 10-foot-tall block wall at this location to limit access to this area.

On April 18, 2023, the Director of Public Works opened bids for the project, and the project was awarded to Parsam Construction, Inc., at the City Council meeting on May 9, 2023. A Notice to Proceed was issued with a start date of July 10, 2023.

DISCUSSION

The work performed under this contract has been inspected under the supervision of the Public Works Director, in conformance with Section 6-8 of the Standard Specifications for Public Works Construction.

The project was completed on September 1, 2023, and the Notice of Completion will be filed with the Los Angeles County Recorder's office after approval by the City Council. The contract retention of \$8,875.11 will be held for thirty-five (35) days from that date.

The final construction cost is \$177,502.22 and is below the budgeted amount of \$202,100.

FISCAL IMPACT

There is no additional fiscal impact to the City.

VISION, MISSION, VALUES, AND STRATEGIC OUTCOMES

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

RECOMMENDED ACTION

It is recommended that the City Council accept the work performed by Parsam Construction, Inc., Glendale, California, for construction of the perimeter wall at 70th Street and authorize payment of the remaining retention.

SEPTEMBER 26, 2023

AWARD OF CONTRACT

PARAMOUNT POOL INTERIOR UPGRADES (CITY PROJECT NO. 9354)

MOTION IN ORDER:

IT IS RECOMMENDED THAT THE CITY COUNCIL 1) APPROPRIATE AN ADDITIONAL \$31,976 FROM THE AVAILABLE GENERAL FUND; AND 2) AWARD THE CONTRACT FOR THE PARAMOUNT POOL INTERIOR IMPROVEMENTS TO REMMI CONSTRUCTION, INC., RIVERSIDE, CALIFORNIA, IN THE AMOUNT OF \$210,888, AND AUTHORIZE THE MAYOR OR HER DESIGNEE TO EXECUTE THE AGREEMENT.

MOTION:

MOVED BY: _____

SECONDED BY: _____

[] APPROVED

[] DENIED

ROLL CALL VOTE:

AYES: _____

NOES: _____

ABSENT: _____

ABSTAIN: _____



To: Honorable City Council
From: John Moreno, City Manager
By: Adriana Figueroa, Public Works Director
Sarah Ho, Assistant Public Works Director
Date: September 26, 2023

Subject: AWARD OF CONTRACT FOR PARAMOUNT POOL INTERIOR UPGRADES (CITY PROJECT NO. 9354)

BACKGROUND

After a full remodel of the exterior of Paramount Pool, included in the FY 2023-24 Capital Improvement Projects Budget is a project to remodel some of the interior locker rooms. The project includes replacement of old nonfunctioning lockers, replacement of floor tiles, repainting, and refinishing of cabinetry in the lobby area.

DISCUSSION

On Thursday, August 31, 2023, the City published the Request for Proposals in the Paramount Journal and on the City's website.

On Thursday September 7, 2023, the Director of Public Works opened and examined the bids for the Paramount Pool Interior Upgrades – Pool Lockers project (CIP 9354). The bids were opened at 11:00 AM at the City Yard.

Four (4) bids were received, and the apparent low bid submitted by Remmi Construction Inc. amounted to \$210,888. Bids received ranged from \$210,888 to \$378,000.

The following is a breakdown of estimated total project costs:

Project:	\$ 210,888.00
Contingency (10%):	<u>\$ 21,088.00</u>
Total:	\$ 231,976.00

FISCAL IMPACT

Funding for this project was included in the FY 2023-24 Capital Improvement Projects Budget utilizing Measure A Funds. The total project amount of \$231,976 is \$31,976 above the budgeted amount of \$200,000. The additional \$31,976 needed for this project will be funded utilizing General Fund that will come from the proceeds of the Community Benefit Agreement with Adam Lentz/Madison Capital Group Management, LLC.

VISION, MISSION, VALUES, AND STRATEGIC OUTCOMES

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

RECOMMENDED ACTION

It is recommended that the City Council 1) appropriate an additional \$31,976 from the available General Fund; and 2) award the contract for the Paramount Pool Interior Improvements to Remmi Construction, Inc., Riverside, California, in the amount of \$210,888, and authorize the Mayor or her designee to execute the agreement.

JOB NAME: PARAMOUNT POOL INTERIOR UPGRADES (CITY PROJECT NO. 9354)

BID DATE: September 7, 2023

BID TIME: 11:00 AM

	<u>Company Name</u>	<u>Company Address</u>	<u>Bid Amount</u>
1.	Remmi Construction, Inc	Riverside, CA	\$ 210,888.00
2.	Junior's Construction, Inc.	Compton, CA	\$ 245,525.00
3.	3M Construction Corporation	Anaheim, CA	\$ 339,730.00
4.	Harbor Coating and Restoration	Orange, CA	\$ 378,000.00

**SERVICE AGREEMENT BY AND BETWEEN THE
CITY OF PARAMOUNT
AND
REMMI CONSTRUCTION INC.
FOR PARAMOUNT POOL INTERIOR UPGRADES
(CITY PROJECT NO. 9354)**

THIS AGREEMENT is made and entered into this 26th day of September 2023 by and between the CITY OF PARAMOUNT, hereinafter referred to as the "CITY," and REMMI CONSTRUCTION INC. hereinafter referred to as the "CONTRACTOR."

I. RECITAL

A. PURPOSE. The purpose of this AGREEMENT is to allow the CITY to procure the services of a qualified contractor to provide construction services in connection with the CITY'S Paramount Pool interior upgrades project, and to have these contractor services based upon the terms and conditions hereinafter set forth.

II. TERMS AND CONDITIONS

A. MISSION. The CITY hereby retains the CONTRACTOR in the capacity as contractor and the CONTRACTOR hereby accepts such responsibility as described herein.

B. TERMS. This AGREEMENT shall commence as of the 26th day of September 2023 and shall remain in full force and effect until such time either party gives written notice of termination in accordance with those provisions set forth in paragraph P. At the time of such extensions, this AGREEMENT shall be amended as to the changes, if any, in the terms, responsibilities and compensation as determined in writing between the CITY and CONTRACTOR.

C. SCOPE OF SERVICES. Under the supervision of the Director of Public Works or her designee, the CONTRACTOR shall provide all services as detailed in the CONTRACTOR's Proposal dated September 7, 2023, and attached herein as Exhibit "A". In the event of any conflict between the provisions of this AGREEMENT and Exhibit "A," the terms of this AGREEMENT shall prevail.

Contractor shall be responsible for hauling away all material debris and leaving the site in a broom clean condition on a DAILY basis. Contractor shall provide full pedestrian protection during remodeling in accordance to City of Paramount code requirements and shall ensure business is in operation during business hours.

D. COMPENSATION. During the term of this AGREEMENT, the CITY shall compensate the CONTRACTOR for the services described as detailed in Exhibit "A". Invoices for payment shall be submitted on a monthly basis and shall be approved by the Director of Public Works or her designee.

The CONTRACTOR shall submit an itemized invoice to the CITY according to work progress, setting forth the work performed and the rates charged in accordance with the contractor's fee schedule.

All change orders, additions, deletions or adjustments to the CONTRACTOR's specifications must be submitted in writing to the CITY for approval. The CITY is the sole authority regarding change orders and the CONTRACTOR shall not change, alter, or delete, in any manner, any portion of these specifications of the CITY.

E. EXPENSES. CONTRACTOR shall not be entitled to an expense account and shall not be required or permitted to incur expenses on behalf of the CITY in addition to the expenses required for completion of the scope of services described herein. The compensation described herein includes provision for all CONTRACTOR expenses required to complete the scope of services described herein.

F. INDEPENDENT CONTRACTOR.

(a) CONTRACTOR is and shall at all times remain as to the City a wholly independent CONTRACTOR. The personnel performing the services under this Agreement on behalf of CONTRACTOR shall at all times be under CONTRACTOR'S exclusive direction and control. Neither City nor any of its officers, employees, or agents shall have control over the conduct of CONTRACTOR or any of CONTRACTOR'S officers, employees, or agents, except as set forth in this Agreement. CONTRACTOR shall not at any time or in any manner represent that it or any of its officers, employees, or agents are in any manner officers, employees, or agents of the City. CONTRACTOR shall not incur or have the power to incur any debt, obligation, or liability whatever against City, or bind City in any manner.

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

(c) City shall not be liable for compensation or indemnification to CONTRACTOR for injury or sickness arising out of performing services hereunder.

G. INDEMNIFICATION.

(a) All officers, agents, employees, sub-Contractors, their agents, officers and employees who are hired by or engaged by CONTRACTOR in the performance of this Agreement shall be deemed officers, agents and employees and sub-Contractors of CONTRACTOR, and City shall not be liable or responsible to them for anything whatsoever.

- (b) CONTRACTOR agrees to save, keep, hold harmless and defend City and all of its elected and appointed boards, commissions, officers employees and agents from all claims, damages, costs or expenses in law and in equity, including costs of suit and expenses for legal services, that may at any time arise or be claimed because of damage to property or injury to persons, including City, allegedly received or suffered by reason of any wrongful or negligent act or omission on the part of CONTRACTOR or any of its agents, officers and employees and sub-Contractors in the performance of this Agreement.
- (c) CONTRACTOR shall not be deemed to assume any liability for wrongful or negligent acts of City or its officers, agents, employees and sub-Contractors, and City shall defend and hold CONTRACTOR harmless against any such claims.
- (d) CONTRACTOR agrees to defend, indemnify and hold harmless the City, its elected and appointed boards, commissions, officers, employees and agents from all claims, demands, liability fines and penalties made by CONTRACTOR'S employees from health, retirement or other benefits attributable to services performed pursuant to this Agreement.

H. PREVAILING WAGES.

- (a) Wage rates for this Project shall be in accordance with the "General Wage Determination Made by the Director of Industrial Relations Pursuant To California Labor Code, Part 7, Chapter 1, Article 2, Sections 1770, 1773 and 1773.1", for Los Angeles County. Wage rates shall conform with those posted at the Project site.
- (b) The following Labor Code sections are hereby referenced and made a part of this Agreement:
 - 1. Section 1775 - Penalty for Failure to Comply with Prevailing Wage Rates.
 - 2. Section 1777.4 - Apprenticeship Requirements.
 - 3. Section 1777.5 - Apprenticeship Requirements.
 - 4. Section 1813 - Penalty for Failure to Pay Overtime.
 - 5. Sections 1810 and 1811 - Working Hour Restrictions.
 - 6. Section 1775 - Payroll Records.
 - 7. Section 1773.8 - Travel and Subsistence Pay.

I. RECORD AUDIT. In accordance with Government Code, Section 8546.7, records of both the AGENCY and the CONTRACTOR shall be subject to examination and audit by the Auditor General for a period of three (3) years after final payment.

J. SUCCESSOR AND ASSIGNMENT. The services as contained herein are to be rendered by the CONTRACTOR whose name is as appears first above written and said CONTRACTOR shall not assign nor transfer any interest in this AGREEMENT without the prior written consent of the CITY. Claims for money by CONTRACTOR from the CITY under this contract may be assigned to a bank, trust company, or financial institution without such approval. Written notice of any such assignment or transfer shall be furnished promptly to the CITY.

K. INSURANCE. Without limiting the CONTRACTOR'S indemnification of the CITY, the CONTRACTOR shall provide and maintain at this own expense during the term of this AGREEMENT for the following programs of insurance covering his operation hereunder. Each program of insurance, except professional liability insurance shall name the CITY as "Additionally Insured" and each policy shall contain a provision that such insurance will not be cancelled, nor any change whatsoever made in policies, except upon not less than thirty (30) days prior notice to the CITY, mailed by registered mail with postage prepaid. Such insurance shall be provided by insurer(s) satisfactory to the CITY and evidence of such programs satisfactory to the CITY shall be delivered to the CITY on or before the effective date of this AGREEMENT.

General Liability. A program including, but not limited to, comprehensive general liability including automobile coverage with a combined single limit of not less than \$1,000,000.00 per occurrence. Such insurance shall be primary to and not contributing with any other insurance maintained by the CITY. The issuer shall be an "admitted surety insurer" duly authorized to transact business under the laws of the State of California.

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

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

Failure on the part of the CONTRACTOR to procure or maintain required insurance shall constitute a material breach of this AGREEMENT upon which the CITY will immediately terminate this AGREEMENT.

Worker's Compensation Coverage. State statutory limits, deductibles, self-insurance retention, or similar forms of coverage limitations or modifications must be declared to and approved by CITY.

Automobile Liability Insurance. In an amount not less than Five Hundred Thousand Dollars (\$500,000) combined single limit per accident for bodily injury and property damage covering owned, non-owned and hired vehicles.

L. COMPLIANCE WITH LAWS. The parties agree to be bound by applicable federal, state and local laws, regulations and directives as they pertain to the performance of this AGREEMENT.

M. SEVERABILITY. In the event that any covenant, condition or other provisions herein contained is held to be invalid, void or illegal by any court of competent jurisdiction, the same shall be deemed severable from the remainder of the AGREEMENT and shall in no way affect, impair or invalidate any other covenant, condition or other provision contained herein. If such condition, covenant or other provision shall be deemed invalid due to its scope or breadth, such covenant, condition or other provision shall be deemed valid to the extent of the scope or breadth permitted by law.

N. INTERPRETATION. No provision of this AGREEMENT is to be interpreted for or against either party because that party or that party's legal representative drafted such provision, but this AGREEMENT is to be construed as if it were drafted by both parties hereto.

O. ENTIRE AGREEMENT. This AGREEMENT supersedes any and all other agreements, either oral or in writing, between the parties hereto with respect to the retention of CONTRACTOR by the CITY and contains all the covenants and agreements between the parties with respect to such retention.

P. WAIVER. No breach of any provision hereof can be waived unless in writing. Waiver of any one break of any provision shall not be deemed to be a waiver of any other breach of the same or any other provision hereof.

Q. CONTRACT EVALUATION AND REVIEW. The ongoing assessment and monitoring of this AGREEMENT is the responsibility of the City Manager, or his designee.

R. TERMINATION OF AGREEMENT. This AGREEMENT may be terminated by either party by giving written notice at least thirty (30) days prior to the effective termination date in the written notice. In such event, all finished or unfinished documents, data, studies, surveys, drawings, maps, models, photographs and reports prepared by the CONTRACTOR under this AGREEMENT shall, at the option of the CITY, become its property and the CONTRACTOR shall be entitled to receive just and equitable compensation for any work satisfactorily completed hereunder. Notwithstanding the above, the CONTRACTOR shall not be relieved of liability to the CITY for damages sustained by the CITY by virtue of any breach of the AGREEMENT by the CONTRACTOR, and the CITY may withhold any payments to the CONTRACTOR for the purpose of set-off until such time as the exact amount of damages due the CITY from the CONTRACTOR is determined.

S. CHANGES. The CITY or CONTRACTOR may request changes in the scope of the services of the CONTRACTOR to be performed hereunder. Such changes, including any increase or decrease in the amount of the CONTRACTOR'S compensation,

which are mutually agreed upon by and between the CITY and the CONTRACTOR, shall be incorporated in written amendments to this AGREEMENT.

T. REPORTS AND INFORMATION. CONTRACTOR, at such times and in such forms as the CITY may require, shall furnish the CITY such periodic reports as it may request pertaining to work or services undertaken pursuant to this AGREEMENT, the costs and obligations incurred or to be incurred in connection therewith, and any other matters covered by this AGREEMENT.

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V. FINDINGS CONFIDENTIAL. All of the reports, information, data, etc., prepared or assembled by the CONTRACTOR under this AGREEMENT are confidential and the CONTRACTOR agrees that they shall not be made available to any individual or organization without the prior written approval of the CITY.

W. COPYRIGHT. No report, maps, or other documents produced in whole or in part under this AGREEMENT shall be the subject of an application for copyright by or on behalf of the CONTRACTOR.

X. PERSONNEL. CONTRACTOR represents that it has, or will secure at its own expense, all personnel required in performing the services under this AGREEMENT. Such personnel shall not be employees of or have any contractual relationship with the CITY. All of the services required hereunder will be performed by CONTRACTOR or under its supervision and all personnel engaged in the work shall be fully qualified and shall be authorized or permitted under the state and local law to perform such services. None of the work or services subcontracted hereunder shall be specific by written contract or agreement and shall be subject to each provision of this AGREEMENT.

III. EQUAL EMPLOYMENT OPPORTUNITY

During the performance of this AGREEMENT, the CONTRACTOR agrees as follows:

A. EQUAL OPPORTUNITY.

- (a) The CONTRACTOR will not discriminate against any employee or applicant for employment because of race, creed, sex, color, or national origin. The CONTRACTOR will take affirmative action to ensure that applicants are

employed, and that employees are treated during employment, without regard to their race, creed, sex, color, or national origin. Such action shall include, but not be limited to the following: employment, upgrading, 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 CONTRACTOR agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the CITY setting forth the provisions of this non-discrimination clause.

- (b) The CONTRACTOR will, in all solicitation or advertisements for employees placed by or on behalf of the CONTRACTOR, state that all qualified applicants will receive consideration for employment without regard to race, creed, color, sex, or national origin.
- (c) The CONTRACTOR will cause the foregoing provisions to be inserted in all subcontracts for any work covered by this AGREEMENT so that such provisions will be binding upon each subcontractor, provided that the foregoing provisions shall not apply to contracts or subcontracts for standard commercial supplies or raw materials.
- (d) The CONTRACTOR will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.
- (e) The CONTRACTOR will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by the rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the CITY and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.
- (f) In the event of the CONTRACTOR'S non-compliance with the equal opportunity clauses of this AGREEMENT or with any of such rules, regulations, or orders, this AGREEMENT may be canceled, terminated, or suspended in whole or in part and the CONTRACTOR may be declared ineligible for further government contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.
- (g) The CONTRACTOR will include the provisions of paragraphs (1) through (6) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to Section 204 of Executive Order 11246 of September 24, 1965, so that such

provisions will be binding upon each subcontractor or vendor. The CONTRACTOR will take such action with respect to any subcontract or purchase order as the CITY may direct as a means of enforcing such provisions, including sanctions for non-compliance; provided, however, that in the event the CONTRACTOR becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the CITY, the CONTRACTOR may request the United States to enter into such litigation to protect the interests of the United States.

B. CIVIL RIGHTS ACT OF 1964. Title VI of the Civil Rights Act of 1964, provides that no person shall, on the grounds of race, color, or national origin, be excluded from participation in, be denied the benefits of or, be subjected to discrimination under any program or activity receiving Federal financial assistance.

C. AGE AND DISABILITY. Any prohibition against discrimination on the basis of age under the Age Discrimination Act of 1975, or with respect to an otherwise qualified handicapped individual, as provided in Section 504 of the Rehabilitation Act of 1973 and the Americans with Disabilities Act of 1990, shall apply to this AGREEMENT.

IV. CONFLICT OF INTEREST

During the performance of this AGREEMENT, the CONTRACTOR agrees as follows:

A. INTEREST OF MEMBERS OF THE CITY. No member of the governing body of the CITY and no other employee, or agent of the CITY who exercises any functions of responsibilities in connection with the planning and carrying out of the program, shall have any personal financial interest, direct or indirect, in this AGREEMENT.

B. INTEREST OF CONTRACTOR. CONTRACTOR represents, warrants and agrees that he does not presently have, nor will he acquire during the term of this AGREEMENT, any interest, direct or indirect, by contract, employment or otherwise, or as a partner, joint venture or shareholder (other than as a shareholder holding a one-percent (1%) or less interest in publicly-traded companies) or affiliate with any business or business entity that has entered into any contract, subcontract, or arrangement with the CITY.

C. INTEREST OF OTHER LOCAL PUBLIC OFFICIALS. No member of the governing body of the locality and no other public official of such locality, who exercises any functions or responsibilities in connection with the planning and carrying out of the program, shall have any personal financial interest, direct or indirect, in this AGREEMENT; and the CONTRACTOR shall take appropriate steps to assure compliance.

V. NOTICES

Notices herein shall be presented in person or by certified or registered U.S. Mail, as follows:

To the CONTRACTOR: Remmi Construction, Inc.
3360 July Drive
Riverside, CA 92503

To the CITY: City of Paramount
Director of Public Works
Adriana Figueroa
16400 Colorado Avenue
Paramount, CA 90723

IN WITNESS HEREOF, the CITY and CONTRACTOR have executed this AGREEMENT as of the date first herein above set forth.

CITY OF PARAMOUNT

REMMI CONSTRUCTION INC.

By: _____
Adriana Figueroa,
Public Works Director

By: _____
Isidro Navarrete,
CEO/President

ATTEST:

By: _____
Heidi Luce, City Clerk

APPROVED AS TO FORM:

By: _____
John E. Cavanaugh, City Attorney

EXHIBIT "A"



REQUEST FOR BID BID PROPOSAL SHEET

City Project – **PARAMOUNT POOL INTERIOR UPGRADES (CIP 9354)**
Locate at 14400 Paramount Blvd., Paramount, CA 90723

The undersigned BIDDER hereby proposes to furnish all materials, equipment, tools, labor, and incidentals required for the above-stated project as set forth in the Specifications and to perform all work in the manner and time prescribed therein.

BIDDER declares that this proposal is based upon careful examination of the work site, Specifications and General Provisions. If this proposal is accepted for award, BIDDER agrees to enter into a contract with the CITY OF PARAMOUNT at the price set forth in the Bid Proposal Sheet.

BIDDER understands that a bid is required for the entire work, and that the items set forth in the Bid Specifications are solely for the purpose of comparing bids, that final compensation under the contract will be based upon the actual amount of work satisfactorily completed. THE CITY RESERVES THE RIGHT TO INCREASE OR DECREASE THE AMOUNT OF ANY QUANTITY SHOWN AND TO DELETE ANY ITEM FROM THE CONTRACT. It is agreed that the bid price includes all appurtenant expenses, taxes, royalties, and fees.

BIDDER understands that if awarded the contract, a 10 percent retention of the total bid price will be held for at least a period of 35 days while the Notice of Completion is filed and recorded, thereby complying with state law.

Bids must be submitted to the City of Paramount no later than **Thursday, September 7, 2023 at the hour of 11:00 a.m.** at the following address:

City of Paramount – Public Works Department
Attn: Celina Sanchez, Management Analyst
15300 Downey Avenue
Paramount, CA 90723

The undersigned hereby proposes and agrees to provide services in accordance with the attached General Provisions and Specifications at the stated price: \$ ~~210,888.00~~

Signature of Bidder  210,888.00

Firm Name Remmi Construction Inc / Isidro Navarrete

Business Address 3360 July Dr. Riverside CA 92503

Telephone No. 951-543-0672

Bidder's Contractor License No. 1036595 DIR No. 1000840352

Dated this 7 day of September, 2023.

SEPTEMBER 26, 2023

AWARD OF CONTRACT

SUBSTATION BUILDING INTERIOR AND EXTERIOR PAINTING
(CITY PROJECT NO. 9474)

MOTION IN ORDER:

IT IS RECOMMENDED THAT THE CITY COUNCIL AWARD THE CONTRACT FOR THE SUBSTATION BUILDING INTERIOR AND EXTERIOR PAINTING PROJECT TO PERFECTION PAINTING CORPORATION, PALMDALE, CALIFORNIA, IN THE AMOUNT OF \$53,777, AND AUTHORIZE THE MAYOR OR HER DESIGNEE TO EXECUTE THE AGREEMENT.

MOTION:

MOVED BY: _____

SECONDED BY: _____

[] APPROVED

[] DENIED

ROLL CALL VOTE:

AYES: _____

NOES: _____

ABSENT: _____

ABSTAIN: _____



To: Honorable City Council
From: John Moreno, City Manager
By: Adriana Figueroa, Public Works Director
Celina Sanchez, Management Analyst
Date: September 26, 2023

Subject: AWARD OF CONTRACT FOR SUBSTATION BUILDING INTERIOR AND EXTERIOR PAINTING (CITY PROJECT NO. 9474)

BACKGROUND

In order to keep our facilities looking clean and to provide increased protection to the buildings, the FY 2023-24 CIP budget includes a series of projects to update the Substation, one of which is the Substation building interior and exterior painting project.

DISCUSSION

On Thursday, August 17, 2023, the City published the Request for Proposals in the Paramount Journal and on the City's website.

On Thursday, August 31, 2023 the Director of Public Works opened and examined the bids for the Substation Building Interior and Exterior Painting (CIP 9474). The bids were opened at 11:00 AM at the City Yard.

Eight (8) of bids were received and the apparent low bid submitted by Perfection Painting Corporation amounted to \$53,777. Bids received ranged from \$53,777 to \$163,000.

The following is a breakdown of estimated total project costs:

Project:	\$ 53,777.00
Contingency (10%):	<u>\$ 5,378.00</u>
Total:	\$ 59,155.00

FISCAL IMPACT

The total project amount of \$59,155 is below the budgeted amount of \$70,000. Funding for this project was included in the FY 2023-24 Capital Improvement Projects Budget utilizing General Funds.

VISION, MISSION, VALUES, AND STRATEGIC OUTCOMES

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

RECOMMENDED ACTION

It is recommended that the City Council award the contract for the substation building interior and exterior painting project to Perfection Painting Corporation, Palmdale, California, in the amount of \$53,777, and authorize the Mayor or her designee to execute the agreement.

JOB NAME: SUBSTATION BUILDING INTERIOR AND EXTERIOR PAINTING

BID DATE: THURSDAY, AUGUST 31, 2023

BID TIME: 11:00 AM

	<u>Company Name</u>	<u>Company Address</u>	<u>Bid Amount</u>
1.	Perfection Painting Corporation	Palmdale, CA	\$53,777
2.	Polychrome Construction Inc.	Northridge, CA	\$67,850
3.	Remmi Construction Inc	Riverside, CA	\$73,595
4.	Pacific Rim Painting Co.	Fresno, CA	\$84,450
5.	U.S National Corp dba Jimenez Painting Company	Pacoima, CA	\$92,890
6.	Innovation Painting Inc.	Ontario, CA	\$120,000
7.	3M Construction	Anaheim, CA	\$159,730
8.	Color New Co.	Woodland Hills, CA	\$163,000

**SERVICE AGREEMENT BY AND BETWEEN THE
CITY OF PARAMOUNT
AND
PERFECTION PAINTING CORP.
FOR SUBSTATION BUILDING INTERIOR AND EXTERIOR PAINTING
(CITY PROJECT NO. 9474)**

THIS AGREEMENT is made and entered into this 26th day of September 2023 by and between the CITY OF PARAMOUNT, hereinafter referred to as the "CITY," and PERFECTION PAINTING CORP., hereinafter referred to as the "CONTRACTOR."

I. RECITAL

A. PURPOSE. The purpose of this AGREEMENT is to allow the CITY to procure the services of a qualified contractor to provide construction services in connection with the CITY'S Substation building interior and exterior painting project, and to have these contractor services based upon the terms and conditions hereinafter set forth.

II. TERMS AND CONDITIONS

A. MISSION. The CITY hereby retains the CONTRACTOR in the capacity as contractor and the CONTRACTOR hereby accepts such responsibility as described herein.

B. TERMS. This AGREEMENT shall commence as of the 26th day of September 2023 and shall remain in full force and effect until such time either party gives written notice of termination in accordance with those provisions set forth in paragraph P. At the time of such extensions, this AGREEMENT shall be amended as to the changes, if any, in the terms, responsibilities and compensation as determined in writing between the CITY and CONTRACTOR.

C. SCOPE OF SERVICES. Under the supervision of the Director of Public Works or her designee, the CONTRACTOR shall provide all services as detailed in the CONTRACTOR's Proposal dated August 31, 2023, and attached herein as Exhibit "A". In the event of any conflict between the provisions of this AGREEMENT and Exhibit "A," the terms of this AGREEMENT shall prevail.

Contractor shall be responsible for hauling away all material debris and leaving the site in a broom clean condition on a DAILY basis. Contractor shall provide full pedestrian protection during remodeling in accordance to City of Paramount code requirements and shall ensure business is in operation during business hours.

D. COMPENSATION. During the term of this AGREEMENT, the CITY shall compensate the CONTRACTOR for the services described as detailed in Exhibit "A". Invoices for payment shall be submitted on a monthly basis and shall be approved by the Director of Public Works or her designee.

The CONTRACTOR shall submit an itemized invoice to the CITY according to work progress, setting forth the work performed and the rates charged in accordance with the contractor's fee schedule.

All change orders, additions, deletions or adjustments to the CONTRACTOR's specifications must be submitted in writing to the CITY for approval. The CITY is the sole authority regarding change orders and the CONTRACTOR shall not change, alter, or delete, in any manner, any portion of these specifications of the CITY.

E. EXPENSES. CONTRACTOR shall not be entitled to an expense account and shall not be required or permitted to incur expenses on behalf of the CITY in addition to the expenses required for completion of the scope of services described herein. The compensation described herein includes provision for all CONTRACTOR expenses required to complete the scope of services described herein.

F. INDEPENDENT CONTRACTOR.

(a) CONTRACTOR is and shall at all times remain as to the City a wholly independent CONTRACTOR. The personnel performing the services under this Agreement on behalf of CONTRACTOR shall at all times be under CONTRACTOR'S exclusive direction and control. Neither City nor any of its officers, employees, or agents shall have control over the conduct of CONTRACTOR or any of CONTRACTOR'S officers, employees, or agents, except as set forth in this Agreement. CONTRACTOR shall not at any time or in any manner represent that it or any of its officers, employees, or agents are in any manner officers, employees, or agents of the City. CONTRACTOR shall not incur or have the power to incur any debt, obligation, or liability whatever against City, or bind City in any manner.

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

(c) City shall not be liable for compensation or indemnification to CONTRACTOR for injury or sickness arising out of performing services hereunder.

G. INDEMNIFICATION.

(a) All officers, agents, employees, sub-Contractors, their agents, officers and employees who are hired by or engaged by CONTRACTOR in the performance of this Agreement shall be deemed officers, agents and employees and sub-Contractors of CONTRACTOR, and City shall not be liable or responsible to them for anything whatsoever.

- (b) CONTRACTOR agrees to save, keep, hold harmless and defend City and all of its elected and appointed boards, commissions, officers employees and agents from all claims, damages, costs or expenses in law and in equity, including costs of suit and expenses for legal services, that may at any time arise or be claimed because of damage to property or injury to persons, including City, allegedly received or suffered by reason of any wrongful or negligent act or omission on the part of CONTRACTOR or any of its agents, officers and employees and sub-Contractors in the performance of this Agreement.
- (c) CONTRACTOR shall not be deemed to assume any liability for wrongful or negligent acts of City or its officers, agents, employees and sub-Contractors, and City shall defend and hold CONTRACTOR harmless against any such claims.
- (d) CONTRACTOR agrees to defend, indemnify and hold harmless the City, its elected and appointed boards, commissions, officers, employees and agents from all claims, demands, liability fines and penalties made by CONTRACTOR'S employees from health, retirement or other benefits attributable to services performed pursuant to this Agreement.

H. PREVAILING WAGES.

- (a) Wage rates for this Project shall be in accordance with the "General Wage Determination Made by the Director of Industrial Relations Pursuant To California Labor Code, Part 7, Chapter 1, Article 2, Sections 1770, 1773 and 1773.1", for Los Angeles County. Wage rates shall conform with those posted at the Project site.
- (b) The following Labor Code sections are hereby referenced and made a part of this Agreement:
 - 1. Section 1775 - Penalty for Failure to Comply with Prevailing Wage Rates.
 - 2. Section 1777.4 - Apprenticeship Requirements.
 - 3. Section 1777.5 - Apprenticeship Requirements.
 - 4. Section 1813 - Penalty for Failure to Pay Overtime.
 - 5. Sections 1810 and 1811 - Working Hour Restrictions.
 - 6. Section 1775 - Payroll Records.
 - 7. Section 1773.8 - Travel and Subsistence Pay.

I. RECORD AUDIT. In accordance with Government Code, Section 8546.7, records of both the AGENCY and the CONTRACTOR shall be subject to examination and audit by the Auditor General for a period of three (3) years after final payment.

J. SUCCESSOR AND ASSIGNMENT. The services as contained herein are to be rendered by the CONTRACTOR whose name is as appears first above written and said CONTRACTOR shall not assign nor transfer any interest in this AGREEMENT without the prior written consent of the CITY. Claims for money by CONTRACTOR from the CITY under this contract may be assigned to a bank, trust company, or financial institution without such approval. Written notice of any such assignment or transfer shall be furnished promptly to the CITY.

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N. INTERPRETATION. No provision of this AGREEMENT is to be interpreted for or against either party because that party or that party's legal representative drafted such provision, but this AGREEMENT is to be construed as if it were drafted by both parties hereto.

O. ENTIRE AGREEMENT. This AGREEMENT supersedes any and all other agreements, either oral or in writing, between the parties hereto with respect to the retention of CONTRACTOR by the CITY and contains all the covenants and agreements between the parties with respect to such retention.

P. WAIVER. No breach of any provision hereof can be waived unless in writing. Waiver of any one break of any provision shall not be deemed to be a waiver of any other breach of the same or any other provision hereof.

Q. CONTRACT EVALUATION AND REVIEW. The ongoing assessment and monitoring of this AGREEMENT is the responsibility of the City Manager, or his designee.

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S. CHANGES. The CITY or CONTRACTOR may request changes in the scope of the services of the CONTRACTOR to be performed hereunder. Such changes, including any increase or decrease in the amount of the CONTRACTOR'S compensation,

which are mutually agreed upon by and between the CITY and the CONTRACTOR, shall be incorporated in written amendments to this AGREEMENT.

T. REPORTS AND INFORMATION. CONTRACTOR, at such times and in such forms as the CITY may require, shall furnish the CITY such periodic reports as it may request pertaining to work or services undertaken pursuant to this AGREEMENT, the costs and obligations incurred or to be incurred in connection therewith, and any other matters covered by this AGREEMENT.

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V. FINDINGS CONFIDENTIAL. All of the reports, information, data, etc., prepared or assembled by the CONTRACTOR under this AGREEMENT are confidential and the CONTRACTOR agrees that they shall not be made available to any individual or organization without the prior written approval of the CITY.

W. COPYRIGHT. No report, maps, or other documents produced in whole or in part under this AGREEMENT shall be the subject of an application for copyright by or on behalf of the CONTRACTOR.

X. PERSONNEL. CONTRACTOR represents that it has, or will secure at its own expense, all personnel required in performing the services under this AGREEMENT. Such personnel shall not be employees of or have any contractual relationship with the CITY. All of the services required hereunder will be performed by CONTRACTOR or under its supervision and all personnel engaged in the work shall be fully qualified and shall be authorized or permitted under the state and local law to perform such services. None of the work or services subcontracted hereunder shall be specific by written contract or agreement and shall be subject to each provision of this AGREEMENT.

III. EQUAL EMPLOYMENT OPPORTUNITY

During the performance of this AGREEMENT, the CONTRACTOR agrees as follows:

A. EQUAL OPPORTUNITY.

- (a) The CONTRACTOR will not discriminate against any employee or applicant for employment because of race, creed, sex, color, or national origin. The CONTRACTOR will take affirmative action to ensure that applicants are

employed, and that employees are treated during employment, without regard to their race, creed, sex, color, or national origin. Such action shall include, but not be limited to the following: employment, upgrading, 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 CONTRACTOR agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the CITY setting forth the provisions of this non-discrimination clause.

- (b) The CONTRACTOR will, in all solicitation or advertisements for employees placed by or on behalf of the CONTRACTOR, state that all qualified applicants will receive consideration for employment without regard to race, creed, color, sex, or national origin.
- (c) The CONTRACTOR will cause the foregoing provisions to be inserted in all subcontracts for any work covered by this AGREEMENT so that such provisions will be binding upon each subcontractor, provided that the foregoing provisions shall not apply to contracts or subcontracts for standard commercial supplies or raw materials.
- (d) The CONTRACTOR will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.
- (e) The CONTRACTOR will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by the rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the CITY and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.
- (f) In the event of the CONTRACTOR'S non-compliance with the equal opportunity clauses of this AGREEMENT or with any of such rules, regulations, or orders, this AGREEMENT may be canceled, terminated, or suspended in whole or in part and the CONTRACTOR may be declared ineligible for further government contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.
- (g) The CONTRACTOR will include the provisions of paragraphs (1) through (6) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to Section 204 of Executive Order 11246 of September 24, 1965, so that such

provisions will be binding upon each subcontractor or vendor. The CONTRACTOR will take such action with respect to any subcontract or purchase order as the CITY may direct as a means of enforcing such provisions, including sanctions for non-compliance; provided, however, that in the event the CONTRACTOR becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the CITY, the CONTRACTOR may request the United States to enter into such litigation to protect the interests of the United States.

B. CIVIL RIGHTS ACT OF 1964. Title VI of the Civil Rights Act of 1964, provides that no person shall, on the grounds of race, color, or national origin, be excluded from participation in, be denied the benefits of or, be subjected to discrimination under any program or activity receiving Federal financial assistance.

C. AGE AND DISABILITY. Any prohibition against discrimination on the basis of age under the Age Discrimination Act of 1975, or with respect to an otherwise qualified handicapped individual, as provided in Section 504 of the Rehabilitation Act of 1973 and the Americans with Disabilities Act of 1990, shall apply to this AGREEMENT.

IV. CONFLICT OF INTEREST

During the performance of this AGREEMENT, the CONTRACTOR agrees as follows:

A. INTEREST OF MEMBERS OF THE CITY. No member of the governing body of the CITY and no other employee, or agent of the CITY who exercises any functions of responsibilities in connection with the planning and carrying out of the program, shall have any personal financial interest, direct or indirect, in this AGREEMENT.

B. INTEREST OF CONTRACTOR. CONTRACTOR represents, warrants and agrees that he does not presently have, nor will he acquire during the term of this AGREEMENT, any interest, direct or indirect, by contract, employment or otherwise, or as a partner, joint venture or shareholder (other than as a shareholder holding a one-percent (1%) or less interest in publicly-traded companies) or affiliate with any business or business entity that has entered into any contract, subcontract, or arrangement with the CITY.

C. INTEREST OF OTHER LOCAL PUBLIC OFFICIALS. No member of the governing body of the locality and no other public official of such locality, who exercises any functions or responsibilities in connection with the planning and carrying out of the program, shall have any personal financial interest, direct or indirect, in this AGREEMENT; and the CONTRACTOR shall take appropriate steps to assure compliance.

V. NOTICES

Notices herein shall be presented in person or by certified or registered U.S. Mail, as follows:

To the CONTRACTOR: Perfection Painting Corp.
38045 47th St. East
Suite E #142
Palmdale, CA 93552

To the CITY: City of Paramount
Director of Public Works
Adriana Figueroa
16400 Colorado Avenue
Paramount, CA 90723

IN WITNESS HEREOF, the CITY and CONTRACTOR have executed this AGREEMENT as of the date first herein above set forth.

CITY OF PARAMOUNT

PERFECTION PAINTING CORP.

By: _____
Adriana Figueroa,
Public Works Director

By: _____
Carlos Zarate,
Chief Financial Officer

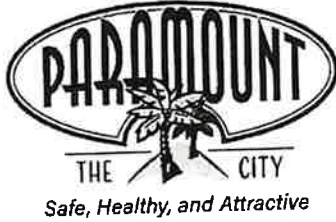
ATTEST:

By: _____
Heidi Luce, City Clerk

APPROVED AS TO FORM:

By: _____
John E. Cavanaugh, City Attorney

"EXHIBIT A"



REQUEST FOR BID BID PROPOSAL SHEET

City Project – **SUBSTATION BUILDING INTERIOR AND EXTERIOR PAINTING (CIP 9474)**
Located at 15001 Paramount Blvd., Paramount, CA 90723

The undersigned BIDDER hereby proposes to furnish all materials, equipment, tools, labor, and incidentals required for the above-stated project as set forth in the Specifications and to perform all work in the manner and time prescribed therein.

BIDDER declares that this proposal is based upon careful examination of the work site, Specifications and General Provisions. If this proposal is accepted for award, BIDDER agrees to enter into a contract with the CITY OF PARAMOUNT at the price set forth in the Bid Proposal Sheet.

BIDDER understands that a bid is required for the entire work, and that the items set forth in the Bid Specifications are solely for the purpose of comparing bids, that final compensation under the contract will be based upon the actual amount of work satisfactorily completed. THE CITY RESERVES THE RIGHT TO INCREASE OR DECREASE THE AMOUNT OF ANY QUANTITY SHOWN AND TO DELETE ANY ITEM FROM THE CONTRACT. It is agreed that the bid price includes all appurtenant expenses, taxes, royalties, and fees.

BIDDER understands that if awarded the contract, a 10 percent retention of the total bid price will be held for at least a period of 35 days while the Notice of Completion is filed and recorded, thereby complying with state law.

Bids must be submitted to the City of Paramount no later than **Thursday, August 31, 2023 at the hour of 11:00 a.m.** at the following address:

City of Paramount – Public Works Department
Attn: Celina Sanchez, Management Analyst
15300 Downey Avenue
Paramount, CA 90723

The undersigned hereby proposes and agrees to provide services in accordance with the attached General Provisions and Specifications at the stated price: \$ 53,777.00

Signature of Bidder _____

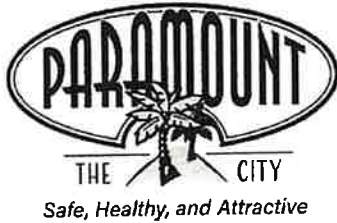
Firm Name Perfection Painting Corp.

Business Address 38045 47th St East, Suite E# 142, Palmdale CA 93552

Telephone No. (661) 234-1905

Bidder's Contractor License No. 1091363 DIR No. 1000951947

Dated this 29 day of August, 2023.



REQUEST FOR BID ADDENDUM NO. 1

City Project – **SUBSTATION BUILDING INTERIOR AND EXTERIOR PAINTING**
(CIP 9474)
located at 15001 Paramount Blvd., Paramount, CA 90723

Wednesday, August 24, 2023

This Addendum forms a part of the contract documents for the above-identified project and modifies the original Specifications, Plans and contract documents as noted below. Portions of the contract not specifically mentioned in this Addendum remain in force. All trades affected shall be fully advised of these changes, deletions and additions. Any proposal not incorporating this Addendum shall be considered as an incomplete bid. Summary of items contained in this Addendum are as follows:

Item No. 1:

Modification to Description of Work to Include:

4. Contractor shall **only** work during the specified hours:
Friday through Monday between the hours of 7:30am to 9:30pm.
5. Contractor must provide a valid driver's license copy of each employee who will be working on this project, prior to commencement of work, for a security screening with the Sheriff's department. Prior approval for each employee must be granted to conduct work at this location.
6. Please review the attached layout plans for this project.

Bidder acknowledges receipt of this Addendum and inclusion of its conditions in their bid by signature below and attachment of this addendum to their bid. **BIDS WHICH ALSO DO NOT CONTAIN THIS CERTIFICATION WILL BE REJECTED.**

Received by:

AUG AUG 29 2023

Signature

Date: _____

Name: Carlos Zarate Title: CFO

SEPTEMBER 26, 2023

AGREEMENT WITH THE LOS ANGELES COUNTY DISTRICT ATTORNEY -
COMMUNITY PROSECUTOR PROGRAM FOR FISCAL YEAR 2023-24

MOTION IN ORDER:

APPROVE 1) APPROPRIATE AN ADDITIONAL \$4,588 FROM THE AVAILABLE GENERAL FUND, 2) APPROVE THE AGREEMENT WITH LOS ANGELES COUNTY THROUGH THE DISTRICT ATTORNEY'S OFFICE FOR THE COMMUNITY PROSECUTOR PROGRAM IN THE AMOUNT NOT TO EXCEED \$156,588 THROUGH JUNE 30, 2024, AND 3) AUTHORIZE THE MAYOR TO EXECUTE THE AGREEMENT.

MOTION:

MOVED BY: _____

SECONDED BY: _____

[] APPROVED

[] DENIED

ROLL CALL VOTE:

AYES: _____

NOES: _____

ABSENT: _____

ABSTAIN: _____



To: Honorable City Council
From: John Moreno, City Manager
By: Margarita Matson, Public Safety Director
Date: September 26, 2023

Subject: AGREEMENT WITH THE LOS ANGELES COUNTY DISTRICT ATTORNEY - COMMUNITY PROSECUTOR PROGRAM FOR FISCAL YEAR 2023-2024

BACKGROUND

The Los Angeles County District Attorney's Office administers the Community Prosecutor Program, designed to provide proactive approaches to address quality of life and nuisance abatement issues in communities through the services of a dedicated Deputy District Attorney. The Community Prosecutor Program offers assistance with reducing juvenile delinquency, combating gang activity and narcotics sales, and improving community safety through collaborative efforts involving residents, school officials, business owners, law enforcement, and probation. Other benefits of this agreement include addressing quality of life issues like criminal property nuisances, graffiti, vandalism, and street racing through intervention and nuisance abatement efforts. The Community Prosecutor Program also provides technical assistance to the Public Safety Department, Los Angeles County Sheriff's Department, and other stakeholders.

On October 4, 2022, the Los Angeles County Board of Supervisors authorized the Los Angeles County District Attorney to enter into an agreement with the cities of Lakewood and Paramount for the shared cost of one Deputy District Attorney for the Community Prosecutor Program. On November 28, 2022, the City and County executed an agreement for the Community Prosecutor Program with the contingency that the agreement may be extended for up to four additional one-year periods.

DISCUSSION

The Community Prosecutor Program provides an added layer of public safety service by bringing specialized prosecutorial and legal expertise to the City's Public Safety Department. The Deputy District Attorney works closely with Public Safety staff, the Special Assignment Team, Detectives, School Administrators, the City Attorney, and other partner agencies to develop and enact a multifaceted strategy for improving public safety.

The amended agreement allows the City of Paramount to continue providing critical public safety services to the community. The term of this agreement shall commence on the effective date of the execution for a total not to exceed the amount of \$156,588 for the period of July 1, 2023, through June 30, 2024. The amended agreement is included as Attachment A.

FISCAL IMPACT

The Los Angeles County District Attorney's Office Community Prosecutor Program is budgeted at \$152,000 for the fiscal year under the Sworn Patrol Division utilizing General Fund. An additional budget of \$4,588 is needed to cover the cost of the amended agreement for a total not to exceed \$156,588. The estimated budget category and line-item detail agreement is included as Exhibit A.

VISION, MISSION, VALUES, AND STRATEGIC OUTCOMES

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

RECOMMENDED ACTION

It is recommended that the City Council 1) appropriate an additional \$4,588 from the available General Fund, 2) approve the agreement with Los Angeles County through the District Attorney's Office for the Community Prosecutor Program in the amount not to exceed \$156,588 through June 30, 2024, and 3) authorize the Mayor to execute the agreement.

ATTACHMENT A

AMENDMENT NO.1 TO AGREEMENT BY AND BETWEEN THE CITY OF PARAMOUNT AND THE COUNTY OF LOS ANGELES FOR COMMUNITY PROSECUTOR PROGRAM

This Amendment Number One is made by and between the City of Paramount (hereinafter "CITY") and the County of Los Angeles (hereinafter "COUNTY").

RECITALS

WHEREAS, on October 4, 2022, the County Board of Supervisors authorized the Los Angeles District Attorney's Office ("LADA") to enter the COUNTY into an agreement with the CITY for the Community Prosecutor Program;

WHEREAS, under California Government Code Section 26500.5, the LADA may sponsor, supervise, or participate in any project or program to improve the administration of justice;

WHEREAS, on November 28, 2022, the CITY and COUNTY executed an agreement for Community Prosecutor Program ("Agreement");

WHEREAS, the CITY and COUNTY mutually agree that it is both to their benefit to 1) extend the term of the Agreement for one (1) year through June 30, 2024; 2) update the status of the one Deputy District Attorney ("DDA") for the Program from a full-time basis to a part-time basis; and 3) update certain provisions of the Agreement.

NOW, THEREFORE, in consideration of the mutual benefits derived therefrom, it is agreed between the PARTIES that the Agreement shall be amended as follows:

1. This Amendment shall commence on the date of execution by the COUNTY.
2. Section 2.0 TERM OF THE AGREEMENT is deleted in its entirety and replaced as follows:

The term of this Agreement shall commence on the effective date of the execution of the last signatory and continue through June 30, 2024. Upon mutual agreement of both PARTIES, at the conclusion of this present agreement, the same or similar agreement may be extended for up to three (3) additional one (1) year periods.

3. Section 3.0 COUNTY OBLIGATIONS, the first sentence shall be deleted in its entirety and replaced as follows:

AMENDMENT NO.1
COMMUNITY PROSECUTOR PROGRAM

COUNTY shall provide, on behalf of CITY, the services of one DDA for the Community Prosecutor Program, on a part-time basis to assist the CITY in the development of a multifaceted strategy for improving public safety.

4. Section 4.0 PAYMENT TERMS is deleted in its entirety and replaced as follows:

The contract sum, payable by CITY to COUNTY will not exceed \$156,588, for the period covering July 1, 2023, through June 30, 2024, and will be the total monetary amount for providing one part-time DDA for the services rendered in 3.0 through 3.4, of this Agreement for the implementation of the Community Prosecutor Program in accordance with Exhibit A - Budget which is attached and incorporated by reference. The total contract amount for the term of the Agreement shall be \$349,346.

The annual cost for the period covering July 1, 2023, through June 30, 2024, shall be limited to the salary, employee benefits, indirect costs, and State Bar dues of the assigned DDA, including any increases approved by the COUNTY for DDA Staff. Annual contributions in each subsequent year will be limited to an amount mutually acceptable to both PARTIES.

5. Section 15.0 COUNTERPARTS shall be added to the Agreement as follows:

This Agreement and any amendments may be executed in one or more original or facsimile counterparts, all of which when taken together shall constitute one in the same instrument.

Except as provided in this Amendment No.1, all other provisions, terms, and conditions to the agreement shall remain the same and in full force and effect.

IN WITNESS WHEREOF, the below PARTIES hereto have executed this Amendment No. 1.

Isabel Aguayo, Mayor
City of Paramount

GEORGE GASCÓN, District Attorney
County of Los Angeles

Date

Date

EXHIBIT A

CITY OF PARAMOUNT COMMUNITY PROSECUTOR PROGRAM

JULY 1, 2023 THROUGH JUNE 30, 2024

ESTIMATED BUDGET CATEGORY AND LINE ITEM DETAIL										COST	
<u>Employee Salaries</u>											
		Month		Time Base		Monthly Rate		Total			
<u>1</u>	Deputy District Attorney III	3	x	50%	x	15,282.82	=	22,924			
		9	x	50%	x	15,779.92	=	71,010			
								Annual Salary	93,934		
								Net County Cost for LADA	0		
									93,934	\$	93,934
<u>* Employee Benefits</u>											
		Year		E/B Rate		Annually Rate		Total			
<u>1</u>	Deputy District Attorney III	1	x	61.453%	x	93,934	=	57,725			
								Net County Cost for LADA	0		
									57,725	\$	57,725
TOTAL SALARIES AND EMPLOYEE BENEFITS										\$	151,659
<u>* Indirect Costs</u>											
		Year		I/C Rate		Annual Rate		Total			
<u>1</u>	Deputy District Attorney III	1	x	67.300%	x	93,934	=	63,218			
								Net County Cost for LADA	(58,521)		
									4,697	\$	4,697
<u>** California State Bar Dues</u>											
		Year		Time Base		Annual Rate		Annual Dues			
<u>1</u>	Deputy District Attorney III	1	x	50%	x	463	=	232			
								Net County Cost for LADA	0		
									232	\$	232
TOTAL INDIRECT COSTS AND OTHERS										\$	4,929
TOTAL PROGRAM COST									215,109		
NET COUNTY COST FOR LADA						27.2%		(58,521)			
NET PROGRAM COST						72.8%		156,588			
Note:											
* Based on FY 2022-23 Auditor-Controller approved rates and are subject to change.											
** As of December 1, 2022, State Bar Dues are \$463/year.											
NET PROGRAM COST										\$	156,588

SEPTEMBER 26, 2023

PARADE PERMIT APPLICATION FOR OUR LADY OF THE ROSARY
CHURCH – OCTOBER 7, 2023

MOTION IN ORDER:

APPROVE THE REQUEST FOR A PARADE PERMIT WITH THE
UNDERSTANDING THAT OUR LADY OF THE ROSARY CHURCH
REIMBURSE THE CITY FOR APPROXIMATELY \$2,350 FOR THE COST TO
PROVIDE ASSISTANCE FOR THEIR ANNUAL PARADE.

MOTION:

MOVED BY: _____

SECONDED BY: _____

[] APPROVED

[] DENIED

ROLL CALL VOTE:

AYES: _____

NOES: _____

ABSENT: _____

ABSTAIN: _____



To: Honorable City Council

From: John Moreno, City Manager

By: Margarita Matson, Public Safety Director
Danny Elizarraras, Management Analyst

Date: September 26, 2023

Subject: PARADE PERMIT APPLICATION FOR OUR LADY OF THE ROSARY CHURCH -OCTOBER 7, 2023

BACKGROUND

Our Lady of the Rosary Church has submitted a parade permit application for a procession to be held on Saturday, October 7, 2023. The event will consist of approximately 1,000 participants, including a musical band and individuals holding banners, paying homage to Our Lady of the Rosary as they walk through the streets of Paramount.

Historically, the parade route would begin at City Hall (16400 Colorado Avenue) and head northbound on Paramount Boulevard until it reached Our Lady of the Rosary Church (14815 Paramount Boulevard). The parade has been on hiatus since 2019 due to the pandemic. The cost of a complete street closure with appropriate safety standards on a major thoroughfare has increased significantly since that time. The costs associated with the required closure of Paramount Boulevard for this procession along its traditional route would have been upwards of \$25,000, not including the cost of the Sheriff's Department or City personnel working the event.

As a more economical alternative, the City and Our Lady of the Rosary have agreed to use a modified route similar to the one utilized by Hynes D.E.S. for their procession. This approved route was based on recommendations provided by the City's Traffic Engineer and the Public Safety Director. To ensure the safety of the parade participants, eight private motorcade units will be required to be commissioned by the hosting organization and the City will provide 12 Public Safety Officers (Community Service Officers and Code Enforcement Officers) along with a supervisor to oversee the operations. The City will also require Our Lady of the Rosary Church to acquire liability insurance and make the City of Paramount, its officials, employees, and agents additionally insured parties.

Under the new route, parade participants will assemble at Hynes D.E.S. Hall (7812 Alondra Boulevard) before departing northbound on Vermont Avenue. The parade will then turn eastbound on Madison Street, northbound on Colorado Avenue, eastbound on Somerset Boulevard, and northbound through the Paramount Substation parking lot, where it will conclude at the north end of the business park. Participants will then walk on

the sidewalk on Paramount Boulevard to enter Our Lady of the Rosary Church. Please refer to the parade map (Attachment A) and a copy of the application (Attachment B).

The Public Safety Commission recommended approval of the parade permit at the regular Public Safety Commission meeting on Tuesday, September 19, 2023, with the understanding that Our Lady of the Rosary Church will reimburse the City for the cost of City officers to work the event.

FISCAL IMPACT

Our Lady of the Rosary will reimburse the City approximately \$2,350 for the cost of non-sworn City officers working the parade. The cost of City personnel is allocated under two divisions: Non-Sworn and Code Enforcement. The reimbursement will be allocated to the City's general fund.

VISION, MISSION, VALUES, AND STRATEGIC OUTCOMES

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

RECOMMENDED ACTION

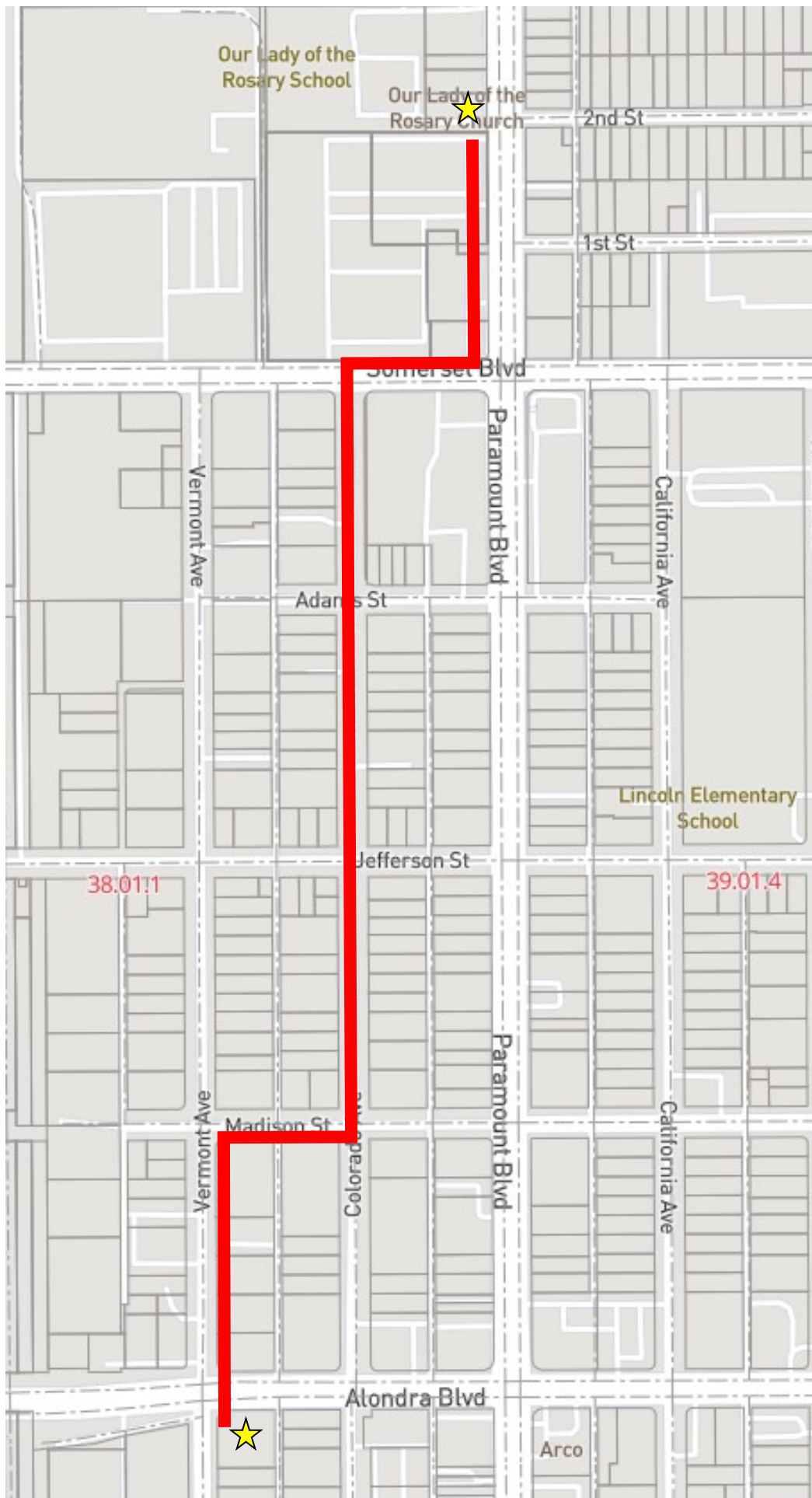
It is recommended that the City Council approve the parade permit application with the understanding that Our Lady of the Rosary will reimburse the City for approximately \$2,350 for the cost to provide assistance for their annual parade, acquire appropriate liability insurance for the event, and contract with a third-party motorcade agency to provide eight motorcade units for their event.

Attachment

A – Parade Route Map

B – Parade Application

Attachment A





City of Paramount
Public Safety Department
15001 Paramount Boulevard
Paramount, CA 90723-5050
(562) 220-2002
www.paramountcity.com

Attachment B

Parade Application

INCOMPLETE APPLICATIONS WILL NOT BE ACCEPTED

First Name: Sandra Last Name: Landeros Middle Name: G

Home Address: 14815 Paramount Blvd Paramount CA 90723

Home Phone Number: [REDACTED] Cell Phone Number: [REDACTED]

E-Mail Address: [REDACTED]

Driver's License or California State Identification Number: [REDACTED]

Organization Name: Our Lady of the Rosary Church

Organization Address: 14815 Paramount Blvd Paramount CA 90723

Office Phone Number: [REDACTED] Website: myladyolr.com

E-Mail Address: [REDACTED]

Date of Parade: Oct 7, 2023 Hours of Parade: 10:00am - 12:00pm

Assembly Location: 7812 Alondra Blvd (Hynes D.E.S.)

Starting Location: 7812 Alondra Blvd (Hynes D.E.S.)

Ending Location: Our Lady of the Rosary Church

Number of Animals: 0 Description of Animals: 0

Number of Parade Participants: Number of Vehicles: Description of Vehicles: See below

Vehicle Description:

License Plate: [REDACTED] Make: Toyota Year: 2017 Color: Brown Type: SuV

Vehicle Description:

License Plate: [REDACTED] Make: Ford Year: 1989 Color: White Type: Ford F250

Vehicle Description:

License Plate: Make: Year: Color: Type:

Vehicle Description:

License Plate: Make: Year: Color: Type:



City of Paramount
Public Safety Department
15001 Paramount Boulevard
Paramount, CA 90723-5050
(562) 220-2002
www.paramountcity.com

Parade Application

INCOMPLETE APPLICATIONS WILL NOT BE ACCEPTED

Type of Equipment Used (Musical Instruments, Flags, Banners, etc.):

Number: 5 Equipment Type: Banners

Number: 1 Equipment Type: Band (Musicians)

Number: _____ Equipment Type: _____

Number: _____ Equipment Type: _____

Number: _____ Equipment Type: _____

Time intervals to be maintained between units? ☐ Yes ☒ No

If so, please outline the time intervals: _____

Area of Street(s) to be used (One lane, two lanes, etc.):

Two (one way) lanes

Parade Route Description:

See attachment:

Vermont Ave, Madison St, Colorado, Somerset Blvd

Paramount Blvd

Please attach a map of the parade route:

Department Use Only

Received By: Danny Elizarraras Date: 8/21/23

Processed By: Danny Elizarraras Date: 8/21/23

Approved By: Danny Elizarraras Date: 9/14/23

SEPTEMBER 26, 2023

ORAL REPORT

COMMUNITY SERVICE ORGANIZATION UPDATE – MUJERES UNIDAS
SIRVIENDO ACTIVAMENTE (MUSA)



To: Honorable City Council
From: John Moreno, City Manager
By: David Johnson, Community Services Director
Date: September 26, 2023

**Subject: ORAL REPORT - COMMUNITY SERVICE ORGANIZATION UPDATE –
MUJERES UNIDAS SIRVIENDO ACTIVAMENTE (MUSA)**

An oral report providing an overview of the services Mujeres Unidas Sirviendo Activamente (MUSA) provides to the Paramount community will be presented at the City Council meeting.

SEPTEMBER 26, 2023

PUBLIC HEARING

FISCAL YEAR 2022-23 CONSOLIDATED ANNUAL PERFORMANCE AND
EVALUATION REPORT (CAPER)

- A. HEAR STAFF REPORT.
- B. OPEN THE PUBLIC HEARING.
- C. HEAR TESTIMONY IN THE FOLLOWING ORDER:
 - (1) THOSE IN FAVOR
 - (2) THOSE OPPOSED
- D. MOTION TO CLOSE THE PUBLIC HEARING.

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

E. MOTION IN ORDER:

AUTHORIZE STAFF TO SUBMIT THE FISCAL YEAR 2022-23 CONSOLIDATED ANNUAL PERFORMANCE AND EVALUATION REPORT (CAPER) TO THE U.S. DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT.

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



To: Honorable City Council

From: John Moreno, City Manager

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

Date: September 26, 2023

Subject: PUBLIC HEARING – FISCAL YEAR 2022-23 CONSOLIDATED ANNUAL PERFORMANCE AND EVALUATION REPORT (CAPER)

BACKGROUND

As a recipient of federal Community Development Block Grant (CDBG) funding from the U.S. Department of Housing and Urban Development (HUD), the City is required to conduct a public hearing to allow for comments regarding the City's Consolidated Annual Performance and Evaluation Report (CAPER). The CAPER functions as an annual review of the City's effectiveness in meeting the objectives specified in the Five-Year Consolidated Plan for use of CDBG and HOME Investment Partnership (HOME) funds.

A public notice was published in the Long Beach Press Telegram on September 11, 2023, to solicit public comments from interested residents and invite them to the City Council meeting if they wish to comment on this item. The draft CAPER was available for public review for the required minimum period of 15 days from September 11, 2023 through September 25, 2023.

DISCUSSION

The City's comprehensive Five-Year Consolidated Plan provides HUD with a complete assessment of the City's housing and community development needs. The plan also outlines the City's priorities, objectives, and strategies for the investment of CDBG and HOME funds to address these needs over a five-year period and as identified in the Annual Action plan for each year of the five-year period. The City Council approved the Five-Year Consolidated Plan (Consolidated Plan) including the One-Year Action Plans covering the period of July 1, 2022 through June 30, 2026 at its May 2, 2022 meeting. Subsequently, an amended Consolidated Plan which included newly identified activities to be carried out in FY2023-24 was approved on May 9, 2023.

Consolidated Annual Performance and Evaluation Report (CAPER)

During FY 2022-2023, the first year of the five-year cycle, the City received \$754,245 of CDBG funds and \$307,910 of HOME funds in addition to \$8,000 of HOME program income for a cumulative total of \$1,070,155. These funds were used to meet the Action plan goals, including funding for fair housing services, graffiti removal, code enforcement,

and housing rehabilitation. CDBG and CDBG-CV funded activities contributed significantly to the City's progress toward meeting the high priority needs identified in the Five-Year Consolidated Plan.

A total of \$96,771 of CDBG-CV funds leveraged with \$33,650 in General Fund (COVID) funds were used to award emergency small business grants to a total of 11 microenterprise businesses in Paramount. Ten emergency small business grants were CDBG-CV funded and one emergency small business grant was funded through the General Fund.

The City and its nonprofit partner, Family Promise of South Bay, continued its use of CDBG-CV funds to address homeless prevention needs of Paramount residents. Services including, but not limited to, shelter expenses, move-in assistance, motel/hotel stays, transportation expenses, employment readiness, educational material for financial literacy, and case management were provided to 36 residents experiencing homelessness or at risk of homelessness.

For additional details on how the Strategic Plan goals were met, please refer to the Executive Summary (Attachment A). The complete CAPER is also attached (Attachment B) for reference.

FISCAL IMPACT

None.

VISION, MISSION, VALUES, AND STRATEGIC OUTCOMES

The City's Vision, Mission, and Values set the standard for the organization; establish priorities, uniformity, and guidelines; and provide the framework for policy decision making. The Strategic Outcomes were implemented to provide a pathway to achieving the City's Vision of a city that is safe, healthy, and attractive. This item aligns with Strategic Outcome No. 1: Safe Community and No. 6: Efficient, Effective, and Fiscally Responsible.

RECOMMENDED ACTION

It is recommended that the City Council conduct a public hearing to receive comments from citizens concerning the CAPER or the CDBG/HOME funded activities and authorize staff to submit the FY 2022-2023 CAPER to the U.S. Department of Housing and Urban Development.

Attachments:

- A. – Executive Summary
- B. – 2022-2023 CAPER

ATTACHMENT A

Executive Summary

Every year the City of Paramount receives Community Development Block Grant (CDBG) and Home Investment Partnership Grant Program (HOME) funds from the U.S. Department of Housing and Urban Development (HUD). The purpose of these funds is to assist the City in meeting the affordable housing and community development needs of its residents, particularly those of persons and families considered to have low-to moderate-incomes.

This Consolidated Annual Performance and Evaluation Report (CAPER) is the first CAPER of the current five-year planning cycle covering the period of July 1, 2022, through June 30, 2023. It describes the City's progress in meeting the goals and objectives outlined in the City's Consolidated Plan. The City of Paramount worked towards meeting its one-year goals and met most of its five-year goals as shown in Table 1 below.

The Fair Housing activity nearly met the City's expectations in terms of the number of people served by the Fair Housing Foundation to resolve landlord-tenant disputes and to handle fair housing discrimination claims. The number of people served under the Graffiti Removal Program in the City's low- and moderate-income census tract block groups is in-line with the originally expected number of overall people despite the number of CDBG eligible cases. The SBA Commercial Code Enforcement cases exceeded the expected number of property inspections for the year. Similarly, the LMA Residential Code Enforcement cases also exceeded the City's expectation this year. Four (4) Home Improvement Program projects were completed during FY 2022-2023 despite the rising cost of building materials. One (1) additional project was underway and is anticipated to be completed during the start of fiscal year 2023-2024. Given the challenges of implementing the Commercial Rehabilitation Program as well as the compliance requirements associated with the Code Enforcement and Graffiti Removal activities, the City will be shifting the use of CDBG funds to fund an eligible capital improvement activity and a Senior Enrichment Program in the upcoming fiscal year.

A total of 11 businesses have been granted assistance under the Emergency Small Business Assistance Relief Grant Program to support businesses with payroll, rent, personal protective equipment, and other costs required to resume or expand business operations. Ten (10) emergency small business grants were CDBG-CV funded and one (1) emergency small business grant was funded with General Funds. The Homelessness Prevention Program was available to Paramount residents that were experiencing homelessness or at risk of homelessness. Over the past year, the City's subrecipient, Family Promise of South Bay, served 36 residents.

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Goal	Category	2022-2023 Amount	Indicator	Unit of Measure	5-Year Strategic Plan			2022-2023 Program Year 1		
					Expected	Actual	Percent Complete	Expected	Actual	Percent Complete
Fair Housing Services (Includes Program Administration)	Affordable Housing	CDBG: \$16,000 CDBG: \$134,849 HOME: \$30,030	Ensure equal Access to housing opportunities	People	1,000	141	14.10%	200	141	70.50%
Neighborhood Services, Facilities and Infrastructure	Non-Housing Community Development	CDBG: \$263,136	Improve neighborhoods, facilities & infrastructure	People	16,664	3,333	20.00%	3,333	3,333	100.00%
				Commercial Code Enforcement Inspected	696	221	31.75%	139	221	159.00%
Economic Opportunity Programs	Non-Housing Community Development	CDBG: \$90,260	Promote Economic Opportunity	Businesses	19	0	0.00 %	4	0	0.00%
Affordable Housing Preservation, Development and Access	Affordable Housing	CDBG: \$250,000 HOME: \$239,694 HOME CHDO: \$46,186	Preserve the supply of housing affordable to low- and moderate income residents	Households	26	4	15.38%	5	4	80.00%
				Housing Units Inspected	1,800	635	35.28%	360	635	176.39%
				People Assisted	1,000	0	0.00%	200	0	0.00%

Goal	Category	2022-2023 Amount	Indicator	Unit of Measure	5-Year Strategic Plan			2022-2023 Program Year 1		
					Expected	Actual	Percent Complete	Expected	Actual	Percent Complete
Public Services	Non-Housing Community Development	General Fund: \$70,000	Provide services to low-income residents, those with special needs and the homeless	People	30,000	6,000	20.00 %	6,000	6,000	100.00 %
CDBG-CV Emergency Economic Opportunity	Non-Housing Community Development	CDBG-CV: \$416,771	Urgent Need for assistance to address COVID-19	Businesses	35	42	120.00%	10	10	100.00%
CDBG-CV Public Services	Non-Housing Community Development	CDBG-CV: \$253,238.06	Urgent Need for assistance to address COVID-19	People	60	63	105.00%	36	36	45.00%

ATTACHMENT B

2022-2023 Consolidated Annual Performance and Evaluation Report

DRAFT

Community Development Block Grant
HOME Investment Partnerships Program



PUBLIC REVIEW 9/11/23 – 9/26/23

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Prepared by:

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

www.paramountcity.com/community/cdbg

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CR-05 - Goals and Outcomes

Progress the jurisdiction has made in carrying out its Strategic Plan and its Action Plan.
91.520(a)

This 2022-2023 Consolidated Annual Performance and Evaluation Report (CAPER) is the City of Paramount's report to the U.S. Department of Housing and Urban Development (HUD) describing the use of federal Community Development Block Grant (CDBG) and HOME Investment Partnerships (HOME) funds. The CAPER reports on the first Program Year of the 2022-2026 Consolidated Plan period, covering July 1, 2022 to June 30, 2023.

The City receives CDBG and HOME funds from HUD on a formula basis each year, and in turn, implements projects and activities in furtherance of the Consolidated Plan. The CDBG and HOME programs generally provide for a wide range of eligible activities for the benefit of low- and moderate-income Paramount residents, as discussed below.

For the 2022-2023 program year, the City received \$754,245 of CDBG funds and \$307,910 of HOME funds in addition to \$8,000 in program income for a total grant allocation of \$1,070,155. These funds were used to meet the Action Plan goals, including funding for fair housing and landlord-tenant mediation services, graffiti removal, code enforcement, and housing rehabilitation.

The City received \$1,087,336 of HOME American Rescue Plan (HOME-ARP) funds from HUD under the 2021 Action Plan. The City's substantial amendment to the 2021 Action Plan adding the HOME-ARP Allocation Plan was approved February 14, 2023. The HOME-ARP Allocation Plan includes \$217,467 for Tenant-Based Rental Assistance, \$652,402 for Supportive Services, \$54,367 for Non-Profit Operating Assistance and \$163,100 for Administration and Planning. At this time, the City is developing procedures and identifying next steps for HOME-ARP implementation.

Under the CARES Act, HUD provided special allocations of CDBG funds to the City of Paramount. In total, the City received \$935,242 of CDBG-CV funds to prevent, prepare for, and respond to the COVID-19 Pandemic. CDBG-CV funds continued to be used by the City of Paramount and a nonprofit partner to address emergency business, and public service needs of Paramount residents.

Table 1 provides a summary of the five-year and one-year accomplishments for the period ending June 30, 2023, listed by each of the Strategic Plan Goals included in the 2021-2026 Strategic Plan of the Consolidated Plan.

Comparison of the proposed versus actual outcomes for each outcome measure submitted with the Consolidated Plan and explain, if applicable, why progress was not made toward meeting goals and objectives. 91.520(g)

Table 1 - Accomplishments – Strategic Plan and Program Year to Date

Goal	Category	2022-2023 Amount	Indicator	Unit of Measure	5-Year Strategic Plan			2022-2023 Program Year 1		
					Expected	Actual	Percent Complete	Expected	Actual	Percent Complete
Fair Housing Services (Includes Program Administration)	Affordable Housing	CDBG: \$16,000	Ensure equal Access to housing opportunities	People	1,000	141	14.10%	200	141	70.50%
		CDBG: \$134,849								
		HOME: \$30,030								
Neighborhood Services, Facilities and Infrastructure	Non-Housing Community Development	CDBG: \$263,136	Improve neighborhoods, facilities & infrastructure	People	16,664	3,333	20.00%	3,333	3,333	100.00%
				Commercial Code Enforcement Inspected	696	221	31.75%	139	221	159.00%
Economic Opportunity Programs	Non-Housing Community Development	CDBG: \$90,260	Promote Economic Opportunity	Businesses	19	0	0.00 %	4	0	0.00%

Goal	Category	2022-2023 Amount	Indicator	Unit of Measure	5-Year Strategic Plan			2022-2023 Program Year 1		
					Expected	Actual	Percent Complete	Expected	Actual	Percent Complete
Affordable Housing Preservation, Development and Access	Affordable Housing	CDBG: \$250,000 HOME: \$239,694 HOME CHDO: \$46,186	Preserve the supply of housing affordable to low- and moderate income residents	Households	26	4	15.38%	5	4	80.00%
				Housing Units Inspected	1,800	635	35.28%	360	635	176.39%
				People Assisted	1,000	0	0.00%	200	0	0.00%
Public Services	Non-Housing Community Development	General Fund: \$70,000	Provide services to low-income residents, those with special needs and the homeless	People	30,000	6,000	20.00 %	6,000	6,000	100.00 %

Assess how the jurisdiction's use of funds, particularly CDBG, addresses the priorities and specific objectives identified in the Action Plan, giving special attention to the highest priority activities identified.

As shown in Table 1, the City and its housing and community development partners made significant progress toward achieving the 2022-2023 Program Year goals established in the Action Plan. Each of the CDBG and HOME funded activities addressed specific high priority objectives identified in the 2022-2026 Consolidated Plan.

The City of Paramount allocated CDBG and HOME funds to activities that affirmatively furthered fair housing choice, provided neighborhood services, enhanced economic opportunities, preserved affordable housing and provided for the administration of the CDBG and HOME programs. The City also used General Funds to fund public service activities.

Each of the activities that were underway during the 2022-2023 Program Year are listed in Figure 1, including the amount of CDBG or HOME funds allocated to the activity and the amount spent as of June 30, 2023. Figure 2 provides the numeric accomplishment goal and the amount accomplished as of June 30, 2023.

Figure 1 – Use of CDBG and HOME Funds

Strategic Plan Goal / Activity	Source	Allocation	Spent through 6/30/23	Percent Spent
1. Fair Housing Services				
Fair Housing Services	CDBG	\$16,000.00	\$16,000.00	100.00%
	Subtotal	\$16,000.00	\$16,000.00	100.00%
2. Neighborhood Services				
Graffiti Removal	CDBG	\$113,136.00	\$113,136.00	100.00%
Code Enforcement (SBA Commercial)	CDBG	\$150,000.00	\$150,000.00	100.00%
	Subtotal	\$263,136.00	\$263,136.00	100.00%
3. Economic Opportunity Program				
Commercial Rehabilitation Program	CDBG	\$90,260.00	\$0.00	0.00%
	Subtotal	\$90,260.00	\$0.00	0%
4. Affordable Housing Preservation and Access				
Home Improvement Program*	HOME	\$239,694.00	\$136,240.88	56.84%
CHDO Reserve	HOME	\$46,186.00	\$0.00	0.00%
Code Enforcement (LMA Residential)	CDBG	\$250,000.00	\$250,000.00	100.00%
	Subtotal	\$535,880.00	\$386,240.88	72.08%
5. Public Services				
City of Paramount Public Service Program	General Fund	\$70,000.00	\$70,000.00	100.00%
	Subtotal	\$70,000.00	\$70,000.00	100.00%
6. Program Administration				
CDBG Program Administration	CDBG	\$134,849.00	\$134,849.00	100.00%
HOME Program Administration**	HOME	\$30,801.00	\$30,801.00	100.00%
	Subtotal	\$165,650.00	\$165,650.00	100.00%
Total for all Goals:		\$1,140,926.00	\$901,026.88	78.97%

* Four (4) completed Home Improvement Projects reported in FY 2022-202 & One (1) in-progress Home Improvement Project to be reported in FY2023-2024

** Minor Amendment to increase HOME Administration from \$30,030.00 to \$30,801.00.

Figure 2–Program Year Accomplishments by Strategic Plan Goal

Strategic Plan Goal / Activity	Unit of Measure	Expected	Actual	Percent Accomplished
1. Fair Housing Services				
Fair Housing Services	People	200	141	70.50%
2. Neighborhood Services				
Graffiti Removal	People	3,333	3,333	100.00%
Code Enforcement (SBA Commercial)	Other	139	221	159.00%
3. Economic Opportunity Program				
Commercial Rehabilitation Program	Businesses	4	0	0.00%
4. Affordable Housing Preservation and Access				
Home Improvement Program	Households	5	4	80.00%
Code Enforcement (LMA Residential)	Housing Units	360	635	176.39%
5. Public Services				
City of Paramount Public Service Program	People	6,000	6,000	100.00%
6. Program Administration				
CDBG Program Administration	NA	-	-	-
HOME Program Administration	NA	-	-	-

COVID-19 Allocations

In response to the COVID-19 pandemic, Congress passed the Coronavirus Aid, Relief, and Economic Security (CARES) Act and it was signed into law on March 27, 2020 authorizing \$2.2 trillion for a variety of measures to prevent, prepare for, and respond to the COVID-19 pandemic. Under the CARES Act, HUD provided special allocations of CDBG funds to the City of Paramount. In total, the City received \$935,242 of CDBG-CV funds to prevent, prepare for, and respond to the COVID-19 Pandemic.

CDBG-CV funds were used by the City of Paramount and a nonprofit partner to address emergency housing, business, and public service needs of Paramount residents. The housing component of these activities included short-term rental and mortgage assistance and utility assistance. The business component included grant assistance to businesses with payroll, rent, personal protective equipment, and other costs required to resume or expand business operations. The public service component included shelter expenses, move-in assistance, motel/hotel stays, transportation expenses, employment readiness, educational material for financial literacy, and case management to Paramount residents experiencing homelessness or at risk of homelessness.

During the 2022-2023 Program Year, the City and its non-profit partner continued to use CDBG-CV funds to address emergency business and public service needs of Paramount residents. The City provided 10 additional grants to businesses and services including but

not limited to shelter expenses, move-in assistance, motel/hotel stays, transportation expenses, employment readiness, educational material for financial literacy, and case management to 36 additional residents experiencing homelessness or at risk of homelessness.

The City of Paramount completed expending the total unexpended CDBG-CV funds during the 2022-2023 Program Year. Each of the CDBG-CV activities approved by the City Council are summarized in Figures 3 and 4.

Figure 3 – Use of CDBG-CV COVID-19 Funds

Strategic Plan Goal / Activity	Source	Allocation	Spent through 6/30/23	Percent Spent
1. CDBG-CV Emergency Assistance				
CDBG-CV Program Administration*	CDBG-CV	\$187,047.00	\$187,047.00	100.00%
CDBG-CV Em Rental Assistance Grant Program	CDBG-CV	\$54,175.94	\$54,175.94	100.00%
CDBG-CV Em Mortgage Assistance Grant Program	CDBG-CV	\$24,010.00	\$24,010.00	100.00%
	Subtotal	\$265,232.94	\$265,232.94	100.00%
2. CDBG-CV Emergency Economic Opportunity				
CDBG-CV Emergency SBA Relief Grant Program**	CDBG-CV	\$416,771.00	\$416,771.00	100.00%
	Subtotal	\$416,771.00	\$416,771.00	100.00%
3. CDBG-CV Public Services				
Homelessness Prevention Services***	CDBG-CV	\$253,238.06	\$253,238.06	100.00%
	Subtotal	\$253,238.06	\$253,238.06	100.00%
Total for all Goals:		\$935,242.00	\$935,242.00	100.00%
NOTES: 1. All activities are from the 2019-2020 CDBG-CV Action Plan amendments unless otherwise noted. * The expended amount for CDBG-CV Program Administration totaled \$32,897.75 in FY2022-2023. ** The expended amount for CDBG-CV Emergency SBA Relief Grant Program totaled \$96,771.00 in FY2022-2023 *** The expended amount for CDBG-CV Homelessness Prevention Services totaled \$102,412.86 in FY2022-2023				

Figure 4—Program Year Accomplishments for COVID-19 Funds

Strategic Plan Goal / Activity	Unit of Measure	Expected	Actual	Percent Accomplished
1. CDBG-CV Emergency Assistance				
CDBG-CV Program Administration	N/A	-	-	-
CDBG-CV Em Rental Assistance Grant Program	Households	22	22	100.00%
CDBG-CV Em Mortgage Assistance Grant Program	Households	11	11	100.00%
2. CDBG-CV Emergency Economic Opportunity				
CDBG-CV Emergency Small Business Relief Grant Program*	Businesses	35	42	100.00%
3. Public Services				
Homelessness Prevention Services**	People	60	63	100.00%
NOTES: 1. All activities are from the 2019-2020 CDBG-CV Action Plan amendments unless otherwise noted. * 10 additional grants were provided under the CDBG-CV Emergency SBA Relief Grant Program in FY2022-2023. ** 36 additional residents were provided services under the CDBG-CV Homelessness Prevention Program in FY2022-2023.				

CR-10 - Racial and ethnic composition of families assisted

Describe the families assisted (including the racial and ethnic status of families assisted).
91.520(a)

Table 2 – Table of assistance to racial and ethnic populations by source of funds*

2Race / Ethnicity	CDBG	HOME
White	23	3
Black or African American	11	
Asian		1
American Indian or American Native		
Native Hawaiian or Other Pacific Islander	1	
Other Multi-Racial	1	
Total		
Hispanic	22	3
Not Hispanic	14	1

* Note: The data in this table is supplied by HUD's database. The figures in this table represent the sum of the reported number of people, families, households or housing units reported during the Program Year, without regard to the number of people in each family, household or housing unit.

Narrative

Table 2 provides an aggregate of race and ethnicity data for the combined number of people, families, households or housing units reported as complete during the Program Year based on accomplishment data from all CDBG and HOME activities reported in HUD's Integrated Disbursement and Information System (IDIS).

CR-15 - Resources and Investments 91.520(a)

Identify the resources made available

Table 3 - Resources Made Available

Source of Funds	Resources Made Available in the 2022-2023 Action Plan	Amount Expended During Program Year
CDBG	\$754,245.00	\$663,985.00
HOME	\$315,910.00	\$167,041.88
CDBG-CV	\$232,081.61	\$232,081.61
General Fund	\$70,000.00	\$70,000.00

*Note: The figures include activities that will roll over into the next Program Year and activities completed during the 2022-2023 Program Year.

Narrative

The federal, state, local and private resources allocated in the 2022-2023 Action Plan for the implementation of projects are identified in Table 3. The CDBG resources include \$754,245.00 of CDBG formula grant funds and the HOME resources include \$315,910.00 of HOME grant funds. A grand total of \$1,070,155.00 of CDBG and HOME funds were allocated to projects in the 2022-2023 Action Plan.

Under the CARES Act, HUD provided special allocations of CDBG funds to the City of Paramount. In total, the City received \$935,242 of CDBG-CV funds to prevent, prepare for, and respond to the COVID-19 Pandemic. The total amount expended during FY2022-2024 was \$232,081.61, which was the remaining balance of the CDBG-CV funds.

Identify the geographic distribution and location of investments

Table 4 – Identify the geographic distribution and location of investments

Target Area	Planned Percentage of Allocation	Actual Percentage of Allocation	Narrative Description
Citywide Area	100%	100%	All projects were Citywide projects.

*Note: The data in this table is generated by HUD's database. The City did not designate specific CDBG or HOME target areas in the 2022-2026 Consolidated Plan; therefore, 100 percent of all CDBG and HOME funds are represented under the "Citywide Area" designation.

Narrative

For the 2022-2023 Program Year, the City allocated 100 percent of its non-administrative CDBG and HOME investments for Program Year 2022-2023 to projects and activities that benefit low- and moderate-income persons throughout the City of Paramount.

Leveraging

Explain how federal funds leveraged additional resources (private, state, and local funds), including a description of how matching requirements were satisfied, as well as how any publicly owned land or property located within the jurisdiction that were used to address the needs identified in the Action Plan.

To address housing and community development needs in Paramount, CDBG and HOME entitlement grants are used to leverage a variety of funding resources in order to maximize the effectiveness of available funds. The City's former Redevelopment Agency was the primary non-federal source of leveraged funds. With the elimination of the City's Redevelopment Agency, the City's ability to leverage federal funds has been substantially reduced. The City and its development partners continue to seek new opportunities to leverage other resources.

HUD requires HOME Participating Jurisdictions (PJs) to match 25 percent of their HOME annual allocation. In accordance with 24 CFR 92.222, PJ's satisfying the distress criteria established by the HOME Program regulations are provided a match reduction. The match reductions are granted due to fiscal distress, severe fiscal distress, and Presidential disaster declarations. For those PJs with both fiscal distress and Presidential disaster match reductions, the PJ may take the higher match reduction for the current fiscal year.

When a local jurisdiction meets one of the distress criteria, it is determined to be in fiscal distress and receives a 50 percent reduction of match. If a local jurisdiction satisfies both of the distress criteria, it is determined to be in severe fiscal distress and receives a 100 percent reduction of match. The City of Paramount has received a 50% match reduction from HUD, and therefore, will match 50 percent of HOME Funds using non-federal funds.

Table 5 – Fiscal Year Summary - HOME Match Report

Fiscal Year Summary – HOME Match	
1. Excess match from prior Federal Fiscal Year	\$0.00
2. Match contributed during current Federal Fiscal Year	\$0.00
3. Total match available for current Federal Fiscal Year (Line 1 plus Line 2)	\$0.00
4. Match liability for current Federal Fiscal Year	\$0.00
5. Excess match carried over to next Federal Fiscal Year (Line 3 minus Line 4)	\$0.00

Table 6 – Match Contribution for the Federal Fiscal Year

Match Contribution for the Federal Fiscal Year								
Project No. or Other ID	Date of Contrib.	Cash (non-Federal sources)	Foregone Taxes, Fees, Charges	Appraised Land/Real Property	Required Infrastructure	Site Prep., Const. Materials, Donated labor	Bond Financing	Total Match
-	-	\$0	\$0	\$0	\$0	\$0	\$0	\$0

Table 7 – HOME Program Income

HOME Program Income – Enter the program amounts for the reporting period				
Balance on hand at beginning of reporting period	Amount received during reporting period	Total amount expended during reporting period	Amount expended for TBRA	Balance on hand at end of reporting period
\$0.00	\$8,000.00	\$8,000.00	\$0.00	\$0.00

HOME MBE/WBE report

Minority Business Enterprises and Women Business Enterprises – Indicate the number and dollar value of contracts for HOME projects completed during the reporting period

Table 8 – Minority Business and Women Business Enterprises

	Total	Minority Business Enterprises				White Non-Hispanic
		Alaskan Native or American Indian	Asian or Pacific Islander	Black Non-Hispanic	Hispanic	
Contracts						
Number	2	0	0	0	2	
Dollar Amount	\$118,250.00	\$0	\$0	\$0	\$118,250	\$
Sub-Contracts						
Number	0	0	0	0	0	0
Dollar Amount	\$0	\$0	\$0	\$0	\$0	\$0
	Total	Women Business Enterprises		Male		
Contracts						
Number	4	2		2		
Dollar Amount	\$118,250.00	\$65,400.00		\$52,850.00		
Sub-Contracts						
Number	0	0		0		
Dollar Amount	\$0	\$0		\$0		

Minority Owners of Rental Property – Indicate the number of HOME assisted rental property owners and the total amount of HOME funds in these rental properties assisted

Table 9 – Minority Owners of Rental Property

	Total	Minority Owners				White Non-Hispanic
		Alaskan Native or American Indian	Asian or Pacific Islander	Black Non-Hispanic	Hispanic	
Number	0	0	0	0	0	0
Dollar Amount	\$0	\$0	\$0	\$0	\$0	\$0

Relocation and Real Property Acquisition – Indicate the number of persons displaced, the cost of relocation payments, the number of parcels acquired and the cost of acquisition

Table 10 – Relocation and Real Property Acquisition

Parcels Acquired		0	\$0
Businesses Displaced		0	\$0
Nonprofit Organizations Displaced		0	\$0
Households Temporarily Relocated, not Displaced		0	\$0

Households Displaced	Total	Minority Property Enterprises				White Non-Hispanic
		Alaskan Native or American Indian	Asian or Pacific Islander	Black Non-Hispanic	Hispanic	
Number	0	0	0	0	0	0
Cost	\$0	\$0	\$0	\$0	\$0	\$0

CR-20 - Affordable Housing 91.520(b)

Evaluation of the jurisdiction's progress in providing affordable housing, including the number and types of families served, the number of extremely low-income, low-income, moderate-income and middle-income persons served.

Table 11 – Number of Households

	One-Year Goal	Actual
Number of homeless households to be provided affordable housing units	0	0
Number of non-homeless households to be provided affordable housing units	5	4
Number of special-needs households to be provided affordable housing units	0	0
Total	5	4

Table 12 – Number of Households Supported

	One-Year Goal	Actual
Number of households supported through rental assistance	0	0
Number of households supported through the production of new units	0	0
Number of households supported through the rehab of existing units	5	4
Number of households supported through the acquisition of existing units	0	0
Total	5	4

Discuss the difference between goals and outcomes and problems encountered in meeting these goals.

One high priority affordable housing goal was identified in the 2022-2026 Consolidated Plan to provide the framework necessary to invest CDBG and HOME funds to address affordable housing needs. This included Affordable Housing Preservation, Development and Access. Tables 11 and 12 indicate the number of households supported with affordable housing assistance through the HOME program during the 2022-2023 Program Year.

As the City's housing stock ages, a growing percentage of housing units may need rehabilitation to allow them to remain safe and habitable. The situation is of particular concern for low- and moderate-income homeowners who are generally not in a financial position to properly maintain their homes. As such, the 2022-2023 Action Plan allocated \$239,694 of

HOME funds for the preservation of owner-occupied single-family dwellings as part of the Home Improvement Program. The Home Improvement Program served four (4) low- and moderate-income households during the year.

Affordable housing renovations are typically multi-year projects and are subject to the ability to secure funding from various sources. Often, the ability to meet the anticipated goals is dictated by various factors that can create disparities between goals and actual outcomes such as: funding availability, costs of raw materials, timing, and project schedules. Unexpected challenges are commonly encountered during the repair phase of the project which causes delays that impact project delivery.

Discuss how these outcomes will impact future annual action plans.

The 2022-2026 Consolidated Plan - Strategic Plan identified a high priority need to preserve the supply of affordable housing. During the 2022-2023 Program Year, the City of Paramount invested HOME funds in the rehabilitation of four (4) owner-occupied single-family dwellings. In future annual action plans, the City anticipates continuing to invest in affordable housing preservation in addition to investing in projects that will create new affordable housing opportunities for low-income residents.

As community needs change the City may need to undertake additional activities to best achieve the City's ability to meet its affordable housing goals. All future Annual Action Plans will provide additional information on any on-going affordable housing activities and the City will continue to assess and determine affordable housing needs that best utilize available funding sources.

Include the number of extremely low-income, low-income, and moderate-income families or households served by each activity where information on income by family size is required to determine the eligibility of the activity.

Table 13 – Number of Families or Households Served

Number Served	CDBG Actual	HOME Actual
Extremely Low-Income	0	3
Low-Income	0	1
Moderate-Income	0	0
Total	0	4

Narrative Information

The 2022-2026 Consolidated Plan - Strategic Plan identified high priority affordable housing needs including preserving the supply of affordable rental and owner-occupied housing. To

preserve housing that is already affordable to low-income homeowners, the City of Paramount's Home Improvement Program rehabilitated four (4) owner-occupied units.

To address what HUD defines as “worst case housing need” the City provided funds in the 2022-2023 Action Plan for the preservation of the physical and functional integrity of existing housing units occupied by low- and extremely low-income residents who would otherwise continue to live in substandard housing because they were not in the financial position to properly maintain their home. This includes attempts to meet the needs of persons with disabilities by making necessary improvements which aid the mobility of the elderly and physically disabled such as shower units with seats, handrails, ramping and reconstructing doorways.

Addressing substandard housing conditions through housing preservation activities is a cost-effective way to invest limited resources to retain housing units that are already affordable to low- and moderate-income residents and ensure all economic segments of the community have the opportunity to live in decent housing.

CR-25 - Homeless and Other Special Needs 91.220(d, e); 91.320(d, e); 91.520(c)

Evaluate the jurisdiction's progress in meeting its specific objectives for reducing and ending homelessness through:

Reaching out to homeless persons (especially unsheltered persons) and assessing their individual needs

The City of Paramount is not the recipient of federal or state funds targeted to homeless individuals and families. However, the City of Paramount supported homeless and other special needs activities through community grants administered by the Community Services and Recreation Department. Each year, the City allocates approximately \$70,000 of General funds to support community-based nonprofits – many of which focus their work on addressing homelessness and providing services to special needs populations.

Preventing and ending homelessness is a HUD priority addressed nationally through coordination of regional strategies carried out locally by government agencies and a wide variety of community-based organizations and faith-based groups. To reach out to unsheltered homeless persons and assess their individual needs for the purpose of connecting them with available emergency shelter and transitional housing resources, the City of Paramount provided information and referrals to the Los Angeles County Continuum of Care (CoC) led by the Los Angeles Homeless Services Authority (LAHSA) and the organizations receiving CDBG funds for homelessness prevention activities.

The City continued its partnership with Family Promise of South Bay during the 2022-2023 Program Year to provide homeless prevention services consisting of emergency shelter and supportive services to Paramount residents.

Addressing the emergency shelter and transitional housing needs of homeless persons

The ultimate solution to ending homelessness is transitional to permanent housing closely aligned with supportive services that ensure housing stability can be maintained. However, because the demand for affordable housing far outpaces the region's supply, the CoC continues to rely on its emergency and transitional housing system in order to address the immediate needs of Los Angeles County's homeless population.

Los Angeles County has implemented policy and program changes aimed at ensuring homeless persons in Los Angeles County are rapidly housed and offered an appropriate level of support services to meet their circumstances and keep them stably housed. An increase in permanent supportive housing for the most vulnerable populations is attributed to Los Angeles County homeless service providers re-tooling their programs and shifting their focus to moving people quickly into permanent supportive housing throughout the County.

To address the emergency shelter and transitional housing needs of homeless persons, the City continues to support the Family Promise of South Bay which provides emergency shelter and transitional housing assistance, counseling, and case management for families who are homeless or at-risk of homelessness. During the Program Year, Family Promise of South Bay served 36 unduplicated persons via its Homeless Prevention Program.

Helping low-income individuals and families avoid becoming homeless, especially extremely low-income individuals and families and those who are: likely to become homeless after being discharged from publicly funded institutions and systems of care (such as health care facilities, mental health facilities, foster care and other youth facilities, and corrections programs and institutions); and, receiving assistance from public or private agencies that address housing, health, social services, employment, education, or youth needs

The COVID-19 pandemic resulted in significant business closures and other disruptions that put Paramount residents at risk of losing their housing. To address this situation that emerged, the Paramount City Council approved the Emergency Rental and Mortgage Assistance Grant Programs to aid its residents economically impacted during the COVID-19 pandemic and address evictions and rent increases within the City.

To help low-income individuals and families avoid becoming homeless, the City provided \$78,185.94 of CDBG-CV funds for short-term rental, utility, and mortgage assistance to prevent eviction for residents experiencing housing insecurity. As a result of these efforts, the City was able to assist a total of 33 households.

Inadequate discharge planning and coordination contributes to homelessness in situations where people are released from public institutions or public systems of care without having an appropriate mainstream or supportive housing option available upon discharge from an institutional setting. Public institutions such as jails, hospitals, treatment facilities, mental health facilities, youth facilities, and foster care homes are central to limiting the creation of newly homeless persons upon discharge.

In California, discharge coordination and planning is largely unregulated unless county or municipal ordinances provide rules preventing public institutions from discharging people into homelessness. One of the goals included in the Los Angeles Ten Year Strategy to End Homelessness is to formalize protocols and improve the coordination of discharge planning among key institutional systems of care and supervision. The goal calls for the CoC to close the “revolving door” to homelessness so that new persons do not find themselves living in the community without the social and economic support necessary to access and maintain themselves in a safe environment.

The City coordinated with the CoC and other subrecipients receiving CDBG funds to ensure

that its HUD-funded programs are targeted, to the greatest extent feasible, to address the discharge of persons from publicly funded institutions or systems of care so that these individuals and families have access to public services and affordable housing opportunities necessary to prevent homelessness. The City will continue to explore additional ways to prevent and address homelessness caused by discharge from public institutions.

Helping homeless persons (especially chronically homeless individuals and families, families with children, veterans and their families, and unaccompanied youth) make the transition to permanent housing and independent living, including shortening the period of time that individuals and families experience homelessness, facilitating access for homeless individuals and families to affordable housing units, and preventing individuals and families who were recently homeless from becoming homeless again

To address the needs of homeless families, families with children, veterans and their families, the City provided a total of \$253,238.06 of CDBG-CV funds for the Family Promise of South Bay's homeless prevention program to help families achieve stability by connecting them to the appropriate resources based on their needs.

This program provides tailored counseling and case management services to families experiencing homelessness or at risk of homelessness. When paired with financial counseling, career coaching, and other available case management services, Paramount's non-profit partners make certain that individuals and families have the tools necessary to succeed.

Additionally, the City's partnership with LAHSA provides intensive, field-based engagement services and support that meets clients and their families where they live. As a result, the City has been able to leverage its partnerships with the County agencies to bolster its homeless outreach.

CR-30 - Public Housing 91.220(h); 91.320(j)

Actions taken to address the needs of public housing

The Paramount Housing Authority does not administer Section 8 and does not own HUD Public Housing; however, the City is within the service area of the Los Angeles Community Development Agency (LACDA), formerly known as the Housing Authority of the County of Los Angeles (HACoLA), for the purposes of Section 8 and Public Housing.

LACDA continues to serve the needs of residents through public housing and Section 8 vouchers. Specifically, the U.S. Census Bureau projects that the elderly in California will have an overall increase of 112 percent from 1990 to 2020. Los Angeles County mirrors this trend. To address the need for the growing senior population, in August of 2013, HUD approved LACDA's application to designate 13 public housing senior developments as housing for elderly families only (62 years or older).

Actions taken to encourage public housing residents to become more involved in management and participate in homeownership

LACDA actively encourages residents to be involved in the organization through resident councils and active participation in housing authority decisions via surveys and other forms of engagement. LACDA also maintains quarterly newsletters for Section 8 tenants, public housing residents, and Section 8 property owners.

LACDA encourages residents to explore homeownership opportunities. LACDA currently administers Family Self-Sufficiency (FSS) program for public conventional housing and Housing Choice Voucher program residents. The FSS program provides critical tools and supportive services to foster a resident's transition from financial and housing assistance to economic and housing self-sufficiency, most importantly homeownership.

To support this effort, LACDA utilizes marketing materials to outreach and further promote the program's requirements and benefits to all public housing residents. For families that are eligible to participate, a Contract of Participation (COP) is prepared to govern the terms and conditions of their participation and an Individual Training Service Plan (ITSP) is created that outlines the following: supportive services to be provided, activities to be completed by the participant, and agreed upon completion dates for the services and activities. The COP is valid for five years and may be extended to allow the family to meet their ITSP goals.

Actions taken to provide assistance to troubled PHAs

N/A, LACDA is designated as a High Performing Public Housing Agency.

CR-35 - Other Actions 91.220(j)-(k); 91.320(i)-(j)

Actions taken to remove or ameliorate the negative effects of public policies that serve as barriers to affordable housing such as land use controls, tax policies affecting land, zoning ordinances, building codes, fees and charges, growth limitations, and policies affecting the return on residential investment. 91.220 (j); 91.320 (i)

A barrier to affordable housing is a public policy or nongovernmental condition that constrains the development or rehabilitation of affordable housing, such as land use controls, property taxes, state prevailing wage requirements, environmental protection, cost of land and availability of monetary resources. Barriers to affordable housing are distinguished from impediments to fair housing choice in the sense that barriers are lawful and impediments to fair housing choice are usually unlawful.

Based on information gathered during community meetings, the Consolidated Plan Needs Assessment Survey, the Housing Element, and market analysis, the primary barriers to affordable housing in Paramount continue to be housing affordability and the lack of monetary resources necessary to develop and sustain affordable housing. The two barriers are related in the sense that demand for affordable housing exceeds the supply and insufficient resources are available to increase the supply of affordable housing to meet demand.

To address housing affordability and the lack of monetary resources for affordable housing, the City's Strategic Plan calls for the investment of a portion of HOME funds reserved for CHDOs to leverage possible acquisition, rehabilitation and resale activities in conjunction with Housing Asset Funds or other State or local resources. Although the City no longer has access to Redevelopment Housing Set-Aside funds, the City continued to leverage its HOME funds to attract private and other available public resources to facilitate additional affordable housing. In future Program Years, the City will also leverage the forthcoming American Rescue Plan HOME funds to facilitate affordable housing development.

Actions taken to address obstacles to meeting underserved needs. 91.220(k); 91.320(j)

The primary obstacles to meeting the underserved needs of low- and moderate-income people include lack of funding from federal, state and other local sources, the high cost of housing that is not affordable to low-income people and the lack of availability of home improvement financing in the private lending industry.

To address these obstacles, the City continued to invest CDBG and HOME funds through the 2022-2023 Action Plan in projects that provided assistance to low- and moderate-income homeowners for home improvements, projects that provide public and neighborhood services to low- and moderate-income people and projects that prevent homelessness.

To address underserved needs, the City allocated 100 percent of its non-administrative CDBG and HOME funds for program year 2022-2023 to projects and activities that benefit low- and moderate-income people.

The Home Improvement Program provides financing for home improvements necessary to ensure Paramount residents can continue to live in quality housing that is already affordable to the occupants.

Actions taken to reduce lead-based paint hazards. 91.220(k); 91.320(j)

The Residential Lead Based Paint Hazard Reduction Act of 1992 (Title X) emphasizes prevention of childhood lead poisoning through housing-based approaches. To reduce lead-based paint hazards, the City of Paramount's Home Improvement Program conducted lead-based paint testing and risk assessments for each property assisted that was built prior to January 1, 1978 and incorporated safe work practices or abatement into the scope of work as required to reduce lead-based paint hazards in accordance with 24 CFR Part 35.

Actions taken to reduce the number of poverty-level families. 91.220(k); 91.320(j)

During the Program Year, the City supported the following strategies and actions to reduce the number of poverty-level families:

- Supported activities that ensure equal access to housing opportunities;
- Supported activities that improve neighborhoods, facilities & infrastructure;
- Supported activities that promote economic opportunity;
- Supported activities that preserve the supply of housing that is affordable to low- and moderate-income residents; and
- Supported activities that provide services to low-income residents, those with special needs and the homeless.

In addition to these efforts, mainstream state and federal resources also contributed to reducing the number of individuals and families in poverty. Federal programs such as the Earned Income Tax Credit and Head Start provided a pathway out of poverty for families who were ready to pursue employment and educational opportunities. Poverty-level families also had access to CalWORKS, CalFresh (formerly food stamps) and Medi-Cal. Together these programs provided individuals and families with employment assistance, subsidy for food, medical care, childcare and cash payments to meet basic needs such as housing, nutrition, and transportation.

Actions taken to develop institutional structure. 91.220(k); 91.320(j)

The institutional delivery system in Paramount is high-functioning and collaborative — particularly the relationship between local government and the nonprofit sector comprised of a network of capable community-based organizations that are delivering a full range of services to residents.

In order to support and enhance this existing institutional structure, the City of Paramount collaborated with nonprofit agencies to ensure that the needs of low- and moderate-income residents were met as envisioned within the 2022-2026 Consolidated Plan - Strategic Plan.

Actions taken to enhance coordination between public and private housing and social service agencies. 91.220(k); 91.320(j)

To enhance coordination between public and private housing and social service agencies, the City continued consulting with and inviting a wide variety of agencies and organizations involved in the delivery of housing and supportive services to low- and moderate-income residents to participate in Paramount - particularly in low- and moderate-income areas.

Identify actions taken to overcome the effects of any impediments identified in the jurisdictions analysis of impediments to fair housing choice. 91.520(a)

CR-40 - Monitoring 91.220 and 91.230

Describe the standards and procedures used to monitor activities carried out in furtherance of the plan and used to ensure long-term compliance with requirements of the programs involved, including minority business outreach and the comprehensive planning requirements

To ensure that CDBG and HOME funds are used efficiently and in compliance with applicable regulations, the City provided technical assistance to all subrecipients at least once per year and monitored subrecipients throughout the program year.

Technical Assistance

To enhance compliance with federal program regulations, the Planning Department provided technical assistance to prospective applicants for any CDBG or HOME Notice of Funding Availability (NOFA) upon request to review the Strategic Plan goals, program requirements and available resources with potential applicants. Additionally, technical assistance was provided during the implementation of CDBG or HOME funded projects to ensure that appropriate resources were provided in furtherance of compliance with the program regulations.

Activity Monitoring

All activities were monitored, beginning with a detailed review upon receipt of an application to determine eligibility, conformance with a National Objective and conformance with an Action Plan goal. This review also examined the proposed use of funds, eligibility of the service area, the intended beneficiaries, and likelihood of compliance with other federal requirements such as the National Environmental Policy Act, the System for Award Management (SAM) debarment list, prevailing wage, Minority and Women Business Enterprise, Section 3 and federal acquisition and relocation regulations, as applicable.

Subrecipients were required to submit an audit and other documentation to establish their capacity, and any findings noted in the audit were reviewed with the applicant. Eligible applications were then considered for funding. Neighborhood Services Division staff reviewed quarterly performance reports and invoices throughout the year as part of desk monitoring. For CDBG public service activities, an on-site and teleconference monitoring was conducted to ensure compliance. These reviews will include both a fiscal and programmatic review of the subrecipient's activities. The reviews will determine that each subrecipient is in compliance with the program regulations and City contract. Areas of review will include overall administration, financial systems, appropriateness of program expenditures, program delivery, client eligibility determination and documentation, reporting systems, and achievement toward achieving contractual goals. Following the monitoring visit, a written report will be provided delineating the results of the review and any findings of non-compliance and the required corrective action. Subrecipients will be given 30 days to provide

the City with corrective actions taken to address any noted findings. For CDBG capital projects, monitoring also includes compliance with Regulatory Agreement requirements.

For HOME funded activities, annual monitoring will be conducted as soon as it is safe to meet in person following the COVID-19 pandemic, to ensure compliance on renter occupied units to ensure that household income, rents and utility allowances are in compliance with applicable limits pursuant to the affordability covenant. For ownership units, annual monitoring of occupancy will be conducted throughout the affordability period.

For CDBG-CV funded activities, a Duplication of Benefits policies and procedures were established in addition to the Subrogation Agreement and DOB Certification. These policies and procedures established the process for which the City will use to prevent the occurrence of duplication of benefits in accordance with the Stafford Act (section 312), as amended, the Disaster Recovery Reform Act of 2018, the Coronavirus Aid, Relief, and Economic Security Act, and the OMB Cost Principles (2 CFR § 200).

Additionally, businesses assisted through the Small Business Assistance component of the Emergency SBA Relief Grant program must provide ongoing reporting documenting program compliance and job creation/ retention as follows:

- Job creation/ retention form and supporting documentation for a period of six (6) months after the job is created or retained unless otherwise specified in the grant agreement
- Program expense documentation
- EDD DE-9 (Quarterly Contribution Return and Report of Wages Form) and DE 34 (Report of New Employee(s) Form) Forms, and the quarterly summary report must be submitted to the City quarterly during the term of the grant agreement

The grant recipient will be required to provide the City with verification for all new hires resulting from the investment of CDBG funds, during the term identified in the grant agreement.

Citizen Participation Plan 91.105(d); 91.115(d)

Describe the efforts to provide citizens with reasonable notice and an opportunity to comment on performance reports.

In accordance with the City's adopted Citizen Participation Plan, a public notice was published in the *Press Telegram* on September 11, 2023, notifying the public of the availability of the Consolidated Annual Performance and Evaluation Report for a 15-day public review and comment period. A copy of the public notice is included in Appendix A.

The draft CAPER was available from September 11, 2023 to September 26, 2023 at the City of Paramount Planning Department, Paramount Community Center, and on the City's website.

A public hearing was conducted before the City Council on Tuesday, September 26, 2023 to solicit comments from residents and interested parties. A summary of any written or oral comments received during the public hearing is included in Appendix B.

CR-45 - CDBG 91.520(c)

Specify the nature of, and reasons for, any changes in the jurisdiction's program objectives and indications of how the jurisdiction would change its programs as a result of its experiences.

In review of the progress made toward accomplishing the goals established in the 2022-2026 Consolidated Plan – Strategic Plan during the Program Year, there is no need to change the program objectives or the projects and activities using CDBG funds.

CDBG and CDBG-CV funded activities contributed significantly to the City's progress toward meeting the high priority needs identified in the Consolidated Plan. As shown in Table 1 on page 2 of this document, CDBG funds are contributing to four of the six Strategic Plan goals including Fair Housing Services, Neighborhood Services, and Affordable Housing Preservation and Access.

The addition of \$935,242 of CDBG-CV funds also fueled a significant increase in the City's capacity to address the challenges Paramount residents faced during the COVID-19 pandemic. HUD's decision to almost double the size of Paramount's HUD entitlement grant programs allowed the City to develop additional programs to better address the needs of low- and moderate-income residents.

CR-50 - HOME 91.520(d)

Include the results of on-site inspections of affordable rental housing assisted under the program to determine compliance with housing codes and other applicable regulations

Maintaining HOME-assisted affordable housing is a high priority. During the Program Year, the city did not conduct physical inspections of any HOME-assisted properties currently in their affordability period as required to determine compliance with the housing codes and other applicable regulations. However, inspections will be scheduled during the 2023-2024 Program Year. When any deficiencies exist, the property owner and property management will be notified to make repairs and City and/or program staff will follow up to ensure completion of the required repairs. The list of HOME-assisted affordable rental housing would include the name of the property, the total number of housing units and the results of on-site inspections conducted during the Program Year.

- Paramount Senior Village – TBD

Provide an assessment of the jurisdiction's affirmative marketing actions for HOME units. 92.351(b)

Each of the HOME-assisted properties with more than five units maintains an Affirmative Fair Housing Marketing Plan. During annual monitoring, the annual Affirmative Fair Housing Marketing Report and waitlist are reviewed to ensure compliance with HUD requirements to affirmatively further fair housing choice.

Refer to IDIS reports to describe the amount and use of program income for projects, including the number of projects and owner and tenant characteristics

The City received a total of \$8,000 of HOME loan repayment funds during the Program Year and applied the program income to 2022-2023 Home Improvement Program projects.

Describe other actions taken to foster and maintain affordable housing. 91.220(k)

In the implementation of the 2022-2023 Action Plan, the City invested HOME funds to rehabilitate four (4) housing units affordable to low- and moderate-income homeowners.



APPENDIX A

Public Notice

2022-2023
CONSOLIDATED ANNUAL PERFORMANCE AND EVALUATION REPORT
JULY 1, 2022 THROUGH JUNE 30, 2023

**NOTICE OF PUBLIC REVIEW AND PUBLIC HEARING
CITY OF PARAMOUNT
DRAFT CONSOLIDATED ANNUAL PERFORMANCE EVALUATION REPORT (CAPER)
FOR FISCAL YEAR 2022-2023**

Pursuant to the U.S. Department of Housing and Urban Development (HUD) regulations, the City of Paramount has prepared the draft Consolidated Annual Performance Evaluation Report (CAPER) for the 2022-2023 Fiscal Year. The CAPER provides an assessment of the City's performance in using Community Development Block Grant (CDBG) and HOME Investment Partnerships (HOME) funds in meeting the City's housing and community development goals that were included in the 2022-2023 One Year Action Plan.

A copy of the CAPER is required to be made available to the public for review and comment for a minimum fifteen (15) day period. The CAPER draft will be available for public review from September 11, 2023, to September 26, 2023 at the Planning Department, Paramount Community Center, and on the City's website at www.paramountcity.com/community/cdbg.

A Public Hearing to solicit public comment from interested citizens on the CAPER will be held on **at 5:00 p.m. on Tuesday September 26, 2023**, in the City Hall Council Chamber at 16400 Colorado Avenue, Paramount, California. Participants may provide their comments orally, in writing, or via email at crequest@paramountcity.com. E-mail comments must be received by 4:45 p.m. on Tuesday, September 26, 2023. Additional options for public participation may be provided at the time the agenda is posted. The purpose of the Public Hearing for the CAPER is to allow the public the opportunity to comment on the manner, in which the City utilized CDBG and HOME funds for the one-year period that ended on June 30, 2023.

Please address written comments to Sol Bejarano, Management Analyst, 16400 Colorado Avenue, Paramount CA 90723. If you have any questions, please contact Esther Luis, CDBG Consultant, at (562) 220-2236.

ACCESSIBILITY TO MEETINGS AND DOCUMENTS

It is the objective of the City to comply with Section 504 of the Rehabilitation Act of 1973, as amended, the Americans with Disabilities Act (ADA) of 1990 and the ADA Amendment Act of 2008, the Fair Housing Act, and the Architectural Barriers Act in all respects. If you require public documents in an accessible format, the City will make reasonable efforts to accommodate your request. If you require a disability-related accommodation to attend or participate in a hearing or meeting, including auxiliary aids or services, please contact the City Clerk's Office at least 48 hours prior to the meeting at (562) 220-2027.

LIMITED ENGLISH PROFICIENCY (LEP)

An interpreter for Spanish speaking persons with Limited English Proficiency (LEP) is available at public hearing meetings. If you require program documents pertinent to the use of federal funds to be translated into a non-English language, the City will make reasonable efforts to accommodate your request.

EQUAL OPPORTUNITY

The City does not and shall not discriminate on the basis of race, color, religion (creed), gender, gender expression, age, national origin (ancestry), disability, marital status, sexual orientation, or military status, in any of its activities or operations.

Publish: September 11, 2023
Press Telegram

**AVISO DE REVISION Y AUDIENCIA PUBLICA
AYUNTAMIENTO DE LA CIUDAD DE PARAMOUNT
BORRADOR DEL REPORTE DE LA EVALUACION DEL DESEMPEÑO ANUAL CONSOLIDADO
(CAPER) PARA EL AÑO FISCAL 2022-2023**

En conformidad con los reglamentos del Departamento de Vivienda y Desarrollo Urbano de los Estados Unidos, el Ayuntamiento de la Ciudad de Paramount ha preparado el borrador del Reporte de a Evaluación del Desempeño Anual Consolidado (CAPER, por sus siglas en inglés) por el Año Fiscal 2022-2023. El CAPER proporciona una evaluación del desempeño y rendimiento del Ayuntamiento en el uso de los fondos del Programa de Subsidios Globales para el Desarrollo Comunitario (CDBG, por sus siglas en inglés) y del Programa de Asociación para Inversiones en Vivienda HOME tal y como se delineó en el Plan de Desempeño Anual 2022-2023.

Se requiere que una copia del CAPER esté a la disposición del público para su revisión y comentarios por un período de quince (15) días. El borrador del CAPER estará disponible para revisión pública a partir del 11 de septiembre, 2023 al 26 de septiembre, 2023, en el Departamento de Planificación, el Centro Comunitario de Paramount, y en el sitio web de la ciudad en <http://www.paramountcity.com/community/cdbg>.

Se llevará a cabo una Audiencia Pública, para solicitar comentarios públicos de todos los ciudadanos interesados, sobre el borrador del CAPER, a las 5:00 p.m. el martes 26 de septiembre, 2023, en la Cámara del Cabildo Municipal de la Ciudad de Paramount, ubicado en, 16400 Colorado Avenue, Paramount, California. Participantes podrán dirigir sus comentarios oralmente, por escrito, o correo electrónico: crequest@paramountcity.com. Comentarios por escritos serán aceptados antes de las 4:45 p.m. el martes 26 de septiembre. Opciones adicionales para poder participar en la audiencia pública serán proporcionadas cuando la agenda se publique. El propósito de la Audiencia Pública es para permitirle al público la oportunidad de comentar sobre la manera en la cual el Ayuntamiento utilizó los fondos de CDBG y HOME por el período de un año el cual terminó el 30 de junio, 2023.

Si usted está interesado, por favor participe en la audiencia el 26 de septiembre, 2023. Por favor envíe sus comentarios por escrito a Sol Bejarano, Analista de Administración, 16400 Colorado Avenue, Paramount CA 90723. Si usted tiene preguntas al respecto, comuníquese con Esther Luis, Consultante de CDBG, al (562) 220-2236.

ACCESIBILIDAD A LAS JUNTAS Y DOCUMENTOS

El Ayuntamiento tiene como objetivo cumplir en todo con respecto a la Sección 504 de la Ley de Rehabilitación de 1973, tal y como se enmendó, la Ley de Americanos con Discapacidades (ADA) de 1990 y la Ley de Enmienda a ADA del 2008, la Ley de Vivienda Justa, y la Ley de Barreras Arquitecturales. Si usted necesita documentos públicos en un formato accesible, el Ayuntamiento hará lo posible dentro de lo razonable para dar cabida a su petición. Si usted requiere acomodo especial debido a alguna discapacidad para asistir o participar en una audiencia o junta, incluyendo aparatos auxiliares o servicios, por favor comuníquese a la Oficina del Secretario Municipal por lo menos 48 horas antes de la junta al (562) 220-2027.

DOMINIO LIMITADO DEL INGLÉS

Un intérprete para personas de habla español con dominio limitado del inglés (LEP, por sus siglas en inglés) está disponible en juntas de Audiencia Pública. Si usted necesita documentos del programa pertinente al uso de fondos federales traducidos a un idioma no inglés, el Ayuntamiento hará lo posible dentro de lo razonable para dar cabida a su petición.

IGUALDAD DE OPORTUNIDADES

El Ayuntamiento no puede y no debe discriminar por motivos de raza, color, religión (credo), el género, expresión de género, edad, origen nacional (ascendencia), discapacidad, estado civil, orientación sexual o estado militar, en cualquiera de sus actividades u operaciones.

Publicado: 11 de septiembre, 2023
Press Telegram



APPENDIX B

Summary of Citizen Participation Comments

(To be inserted following the Public Hearing)

2022-2023
CONSOLIDATED ANNUAL PERFORMANCE AND EVALUATION REPORT
JULY 1, 2022 THROUGH JUNE 30, 2023



APPENDIX C

IDIS PR26 FINANCIAL REPORTS

(To be inserted following the Public Hearing)

2022-2023
CONSOLIDATED ANNUAL PERFORMANCE AND EVALUATION REPORT
JULY 1, 2022 THROUGH JUNE 30, 2023

SEPTEMBER 26, 2023

AGREEMENT

COMMUNITY BENEFITS AGREEMENT WITH ADAM LENTZ/MADISON
CAPITAL GROUP MANAGEMENT, LLC

MOTION IN ORDER:

APPROVE THE COMMUNITY BENEFITS AGREEMENT WITH ADAM
LENTZ/MADISON CAPITAL GROUP MANAGEMENT, LLC.

MOTION:

MOVED BY: _____

SECONDED BY: _____

[] APPROVED

[] DENIED

ROLL CALL VOTE:

AYES: _____

NOES: _____

ABSENT: _____

ABSTAIN: _____



To: Honorable City Council

From: John Moreno, City Manager

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

Date: September 26, 2023

Subject: COMMUNITY BENEFITS AGREEMENT WITH ADAM LENTZ/MADISON CAPITAL GROUP MANAGEMENT, LLC

BACKGROUND

A Community Benefits Agreement (CBA) is a tool that establishes and implements the provision of community benefits to the immediate and greater Paramount community. In exchange for approval of a project that benefits a private investor, an applicant may opt to share economic benefits with the community-at-large.

On October 11, 2022, the Development Review Board approved Development Review Application (DRA) No. 22:005. This project is a request by Adam Lentz/Madison Capital Group Management, LLC to construct a 104,630 square foot self-storage facility at 15932-15942 Minnesota Avenue pending approval of Zone Change No. 241. DRA No. 22:005 included a condition of approval for a CBA.

On December 14, 2022, the City Council adopted Ordinance No. 1166, approving Zone Change No. 241, a request by Adam Lentz/Madison Capital Group Management, LLC to change the official Zoning Map from M-2 (Heavy Manufacturing) to PD-PS (Planned Development with Performance Standards) at 15932-15942 Minnesota Avenue. The zone change created a new zone allowing for a self-storage facility with a defined set of regulations.

Following the demolition of the dilapidated metal buildings, the applicant's contractor pulled permits to construct the self-storage building in June 2023. Work began shortly thereafter and is expected to continue until late 2024.

DISCUSSION

Condition of Approval

As negotiated with the applicant, a condition of approval of DRA No. 22:005 required the City and the applicant to enter into a Community Benefits Agreement (CBA). Condition No. 48 reads as follows:

“The applicant shall agree to a Community Benefits Agreement to be drafted by the City Attorney to provide two payments totaling \$200,000 to the City of Paramount for specified organizations, activities, and programs. The applicant shall issue one payment of \$50,000 prior to the issuance of a building permit for the subject project. The applicant shall issue one payment of \$150,000 prior to issuance of the Certificate of Occupancy.”

Community Benefits Agreement

As noted above, the CBA consists of two payments – \$50,000 and \$150,000 – for a total of \$200,000. There are no subsequent payments. The condition of approval states that the applicant must submit a \$50,000 payment to the City in advance of building permit issuance. However, the applicant was administratively granted an extension to accommodate a strict construction timeframe that became tighter with changing financial markets. The applicant will be required to issue the \$50,000 amount upon execution of the CBA, and the second payment will be due prior to completion of issuance of Certificate of Occupancy.

Staff is proposing that funds from the CBA be directed toward the following programs and projects:

- Paramount Gym Remodel Phase II – replacing gym curtain, replacing sound system, and creating an exercise space in the Gym Attic
- Paramount Pool Lobby and Locker Room Renovation (partial funding)
- Dills Park Orchard (partial funding)
- Fund two Friday Night Paramount community popup events
- Launch and promote the Paramount Teen Leadership Alliance program

The CBA provides that the City will publicly acknowledge the applicant’s contributions that fund or partially fund projects. Attached is a draft of the Community Benefits Agreement.

FISCAL IMPACT

The fiscal impact of the CBA is \$200,000 in proceeds to the City. Of that amount, \$50,000 will be allocated to Fiscal Year 2023-24 and \$150,000 will be allocated to Fiscal Year 2024-25.

VISION, MISSION, VALUES, AND STRATEGIC OUTCOMES

The City’s Vision, Mission, and Values set the standard for the organization; establish priorities, uniformity, and guidelines; and provide the framework for policy decisionmaking. The Strategic Outcomes were implemented to provide a pathway to achieving the Vision of a city that is safe, healthy, and attractive. This item aligns with Strategic Outcomes No. 2: Community Health and No. 6: Efficient, Effective, and Fiscally Responsible Government.

RECOMMENDED ACTION

It is recommended that the City Council approve the Community Benefits Agreement with Adam Lentz/Madison Capital Group Management, LLC and approve the proposed uses of this funding source as outlined in this report.

Attachment – Community Benefits Agreement

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

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

**COMMUNITY BENEFITS AGREEMENT BY AND BETWEEN THE CITY OF
PARAMOUNT AND ADAM LENTZ/MADISON CAPITAL GROUP
MANAGEMENT, LLC**

This Community Benefits Agreement ("Agreement" or "CBA"), dated as of _____, 2023 ("Effective Date"), is entered into by and between the CITY OF PARAMOUNT, a California municipal corporation ("City") and ADAM LENTZ/MADISON CAPITAL GROUP MANAGEMENT, LLC ("Madison"). City and Madison are sometimes individually referred to in this Agreement as "Party" and collectively referred to as "Parties."

RECITALS

A. WHEREAS, on October 11, 2022, the City Development Review Board adopted Development Review Application No. 22:005 (the "DRA") approving Madison's application to construct a 104,630 square foot self-storage facility at 15932-15942 Minnesota Avenue in the M-2 (Heavy Manufacturing) zone pending approval of Zone Change No. 241 ("Zone Change No. 241"). Concurrently on that date, the Planning Commission reviewed Zone Change No. 241, which is a related application to change the official Zoning Map from M-2 to PD-PS (Planned Development with Performance Standards). The City Council approved Zone Change No. 241 on December 13, 2022 with the adoption of Ordinance No. 1166.

B. WHEREAS, Condition No. 48 of the DRA provides as follows:

"The applicant shall agree to a Community Benefits Agreement to be drafted by the City Attorney to provide two payments totaling \$200,000 to the City of Paramount for specified organizations, activities, and programs. The applicant shall issue one payment of \$50,000 prior to the issuance of a building permit for the subject project. The applicant shall issue one payment of \$150,000 prior to issuance of the Certificate of Occupancy."

C. WHEREAS, the City Council is required to approve the CBA in order that Madison can complete the Project and receive a Certificate of Occupancy.

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

AGREEMENT

Section 1. Recitals: The recitals included at the beginning of this CBA are true and correct and are hereby made a part of this Agreement.

Section 2. Initial Contribution: Upon execution of this Agreement by both parties, Madison shall issue one partial contribution to City in the amount of \$50,000.

Section 3. Balance Contribution: Prior to issuance of a Certificate of Occupancy by the City to Madison for the Project, Madison shall issue the balance of the requisite contribution of \$150,000 to City.

Section 4. Acknowledgement of Contributions: City agrees to publicly acknowledge Madison's contributions to the specified organizations, activities, and programs partially or completely funded pursuant to this Agreement.

Section 5. Effect on DRA No. 22:005 and Zone Change No. 241/Ordinance No. 1166: This Agreement is binding on the Parties. This Agreement does not amend or change the provisions of DRA No. 22:005 and Zone Change No. 241/Ordinance No. 1166.

Section 6. Entire Agreement: This Agreement constitutes the entire understanding and agreement of City and Madison with respect to the matters set forth in this Agreement. This Agreement supersedes all negotiations or previous agreements between City and Madison respecting the subject matter of this Agreement.

Section 7. Multiple Counterparts: This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

Section 8. Severability: In the event that any one or more of the provisions contained in this Agreement or in any other instrument referred to herein shall, for any reason, be held to be invalid, illegal, or unenforceable in any respect, then to the maximum extent permitted by law, such invalidity, illegality, or unenforceability shall not affect any other provisions of this Agreement or any other such instrument.

Section 9. Representation by Counsel; Equal Construction: Each Party hereto represents and agrees with each other Party that it has been represented by or had the opportunity to be represented by, independent counsel of its own choosing, and that it has had the full right and opportunity to consult with its respective attorney(s), that to the extent, if any, it desired, it availed itself of this right and opportunity, that it has carefully read and fully understood this Agreement in its entirety and has had the Agreement fully explained to it by such Party's respective counsel, that it is fully aware of the contents thereof and the Agreement's meaning, intent, and legal effect, and that it is competent to execute this Agreement and has executed this Agreement free from coercion, duress or undue influence. The Parties agree that each Party has reviewed and revised this Agreement and that any rule of construction to the effect that ambiguities are to be resolved against the drafting Party shall not apply in the interpretation of this Agreement.

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

MADISON:

ADAM LENTZ/MADISON CAPITAL
GROUP MANAGEMENT, LLC

By: _____

Name: _____

Its: _____

CITY:

CITY OF Paramount,
a California municipal corporation

By: _____

Mayor

Attest:

By: _____

City Clerk

Approved as to Form:

Attorneys for Madison

By: _____

John E. Cavanaugh
City Attorney

SEPTEMBER 26, 2023

INSTALLATION OF A DISABLED PARKING ZONE IN FRONT OF 8340
ACKLEY STREET

MOTION IN ORDER:

IT IS RECOMMENDED THAT THE CITY COUNCIL APPROVE THE
REQUEST FOR THE INSTALLATION OF A DISABLED PARKING ZONE
IN FRONT OF 8340 ACKLEY STREET AND AUTHORIZE THE REMOVAL
OF THE CURRENT DISABLED PARKING ZONE AT 8402 ACKLEY
STREET AS REQUESTED BY THE PROPERTY OWNER.

MOTION:

MOVED BY: _____

SECONDED BY: _____

[] APPROVED

[] DENIED

ROLL CALL VOTE:

AYES: _____

NOES: _____

ABSENT: _____

ABSTAIN: _____



To: Honorable City Council

From: John Moreno, City Manager

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

Date: September 26, 2023

Subject: REQUEST FOR INSTALLATION OF A DISABLED PARKING ZONE IN FRONT OF 8340 ACKLEY STREET

BACKGROUND

Requests may be made to the Public Works Commission for installation of items such as disabled parking zones, limited-time parking zones, speed humps, and stop signs. Each of these traffic safety requests are required to meet a set of criteria specific to the requested item. These include a review by the City's staff and traffic engineer, submission of an application and any additional requested materials to the Public Works Department, review for consideration by the Public Works Commission, and then review and approval by the City Council. Criteria for the approval of the installation of a disabled parking zone include the following:

- ☐ Property shall not have any on-site parking available to the disabled person via an ADA-accessible driveway or garage.
- ☐ There is only one disabled parking zone allowed per block.
- ☐ Request must be made by the property owner or have the property owner's consent via a signed letter in support of the application.
- ☐ Must submit a one-time non-refundable fee.
- ☐ Subject to a bi-annual review and resubmittal of proof of valid disabled parking placard.

DISCUSSION

We have received a request (attached as Exhibit A) from Mr. Cesar Velazquez for the installation of a disabled parking zone in front of his home at 8340 Ackley Street. The request is for Mr. Velasquez and his father, who both have valid Disabled Person Placards. He is requesting that the disabled parking zone be installed in front of his home due to limited accessible parking options in the neighborhood.

Staff has inspected the site and found that there is an existing Disabled Parking Zone (blue curb and signage) installed at 8402 Ackley Street. Upon further review, it was noted that the blue curb installed at this location no longer meets the standard length for a curbside parking space. In order to amend this situation, the parking zone will need to be extended an additional 6-8 feet and would result in the loss of a second parking space at

this location. Due to the loss of parking, the property owner at 8402 Ackley Street has requested that the disabled parking space be removed.

Staff's inspection also found that neighborhood on-street parking can be limited throughout the day and can cause a need to park some distance away. The applicant's residence does have some off-street parking via a driveway and a garage; however, the driveway and garage are too narrow to provide Americans with Disabilities Act (ADA) accessibility to a vehicle and there are multiple occupants of the home who have disabled placards.

If approved, approximately 18 feet of curb in front of 8340 Ackley Street would be marked for disabled parking only. This parking zone will be available for use by anyone that possesses a valid Disabled Person Placard.

At its September meeting, the Public Works Commission recommended that the City Council approve the request for this disabled parking zone. A notice indicating that the City Council would hear this item was sent to all properties on Ackley Street from Downey Avenue to Anderson Street (Exhibit B).

FISCAL IMPACT

There is currently no fiscal impact to the City. Funding for this type of activity is included in the FY 2023-24 Public Works Roads Division Budget utilizing General Funds.

VISION, MISSION, VALUES, AND STRATEGIC OUTCOMES

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

RECOMMENDED ACTION

It is recommended that the City Council approve the request for the installation of a disabled parking zone in front of 8340 Ackley Street and authorize the removal of the current disabled parking zone at 8402 Ackley Street as requested by the property owner.



EXHIBIT A

Public Works Department

15300 Downey Ave.

Paramount, CA 90723

Phone: 562-220-2020 Fax: 562-220-2105

Application for Traffic Safety Request

Select one: ☐ Disabled Parking Zone ☐ Limited-Time Parking Zone ☐ Speed Hump ☐ Stop Sign

Date: 09-12-2023

Last Name: VELAZQUEZ

First Name: CESAR

Street Address: 8340 ACKLEY ST

City & Zip Code: PARAMOUNT CA 90723

Telephone #: [REDACTED]

Cell #: [REDACTED]

Email: [REDACTED]

Please explain why you are making the traffic safety request:

REQUESTING DUE TO MY MEDICAL
CONDITION. I'm a 100% DISABLED VETERAN with
LEFT KNEE PROBLEMS. I HAVE A (Continue on the back if needed)

Additional Questions:

Petition is attached (Speed Hump/Stop Sign Request Only)

Yes

No

My request meets all the installation criteria

(Disabled Parking Zone, Limited-Time Parking Zone, and Speed Hump Request Only)

<input type="checkbox"/>
<input type="checkbox"/>

<input type="checkbox"/>
<input type="checkbox"/>

*If the answer is no,
please explain below:

(Continue on the back if needed)

I hereby confirm that the above information is correct. I have read and understand the Guidelines for Traffic Safety Requests and, to the best of my knowledge, my residence meets ALL the installation criteria, requirements, and conditions presented. I understand that the details in this application that I have given will be checked to determine eligibility.

Signature [Signature]

Date 09-12-2023

For office Use only:

☒ Document Received: 4.12.23 (Date) Staff Initials: AR
☐ \$100 Non Refundable Fee Received: _____ (Date) Staff Initials: _____

A TORN ANTERIOR CRUCIATE LIGAMENT, A TORN
POSTERIOR CRUCIATE LIGAMENT, A TORN LATERAL
COLLATERAL LIGAMENT & WORN OUT MENISCUS.

THE REASON FOR THE REQUEST IS BECAUSE
I HAVE DIFFICULTIES WALKING FOR A LONG
DISTANCE ~~AND~~

REMOVE FROM MIRROR BEFORE LEAVING VEHICLE

CALIFORNIA



WARNING: The illegal use of a disabled parking placard could result in a maximum fine of \$4,200.

DISABLED PERSON



PARKING PLACARD

EXPIRES JUNE 30

2025

224190 A

EXPIRATION OF FUEL (Business & Professions Code 13660)
State law requires service stations to refund a disabled person's vehicle at self-service rates, except at service facilities with only one employee on duty.

REMOVE FROM MIRROR BEFORE LEAVING VEHICLE

CALIFORNIA



WARNING: The illegal use of a disabled parking placard could result in a maximum fine of \$4,200.

PARKING PLACARD



DISABLED PERSON

EXPIRES JUNE 30

2025

324344 A

If found or if the placard holder is deceased, return to:
DMV
PO Box 942809 MS C271
Sacramento, CA 94289-0001



EXHIBIT B

ISABEL AGUAYO
Mayor

ANNETTE C. DELGADILLO
Vice Mayor

PEGGY LEMONS
Councilmember

BRENDA OLMOS
Councilmember

VILMA CUELLAR STALLINGS
Councilmember

September 19, 2023

Dear Resident:

Please be advised that the Public Works Commission at their meeting of September 7, 2023, recommended to the City Council approval for installation of a disabled parking zone in front of 8340 Ackley Street and removal of existing disabled parking zone located at 8402 Ackley Street (in accordance with property owner's request).

This is to inform you that the Paramount City Council will discuss this recommendation at their meeting on September 26, 2023. The meeting will begin at 5:00 p.m. in the City Hall Council Chambers, 16400 Colorado Avenue, Paramount, California.

At this meeting, a decision will be made by the Paramount City Council to accept or deny the recommendation of the Public Works Commission to install a disabled parking zone in front of 8340 Ackley Street. If you have more information regarding this topic or would like to give further input, please attend this meeting.

Please note that should the City Council approve the installation of the disabled parking zone, the zone may be used by anyone with a valid disabled parking placard and is not solely dedicated to the applicant.

Should you have further questions regarding this meeting, please call me at (562) 220-2020.

Para información en español, favor de llamar al (562) 220-2020.

CITY OF PARAMOUNT

Adriana Figueroa
Public Works Director

H:\Public Works\PWAGENDA\COMMON FILE\Blu_8340 Ackely Letter 2.docx

Dedicated to providing fiscally responsible services that maintain a vibrant community.

16400 Colorado Avenue • Paramount, CA 90723-5012 • Ph: 562-220-2000 • paramountcity.com

facebook.com/CityofParamount | instagram.com/paramount_posts | youtube.com/CityofParamount



ISABEL AGUAYO
Mayor

ANNETTE C. DELGADILLO
Vice Mayor

PEGGY LEMONS
Councilmember

BRENDA OLMOS
Councilmember

VILMA CUELLAR STALLINGS
Councilmember

August 28, 2023

Dear Resident:

It has recently come to the attention of City staff that the Disabled Parking Zone (blue curb and signage) installed at 8402 Ackley Street no longer meets the standard length for a curbside parking space. In order to amend this situation, the parking zone will need to be extended an additional 6-8 feet and would result in the loss of a second parking space at this location. Due to the loss of parking, the property owner at 8402 Ackley has requested that the space be removed. For this reason, as well as a request from an additional resident for a Disabled Parking Zone on this street, the Public Works Commission at their meeting of September 7, 2023 will be considering a relocation of the disabled parking zone at 8402 Ackley Street to 8340 Ackley Street.

At this meeting, the Public Works Commission will consider this request and make a recommendation to the City Council. The Commission requests that all those having an interest in the installation of the Disabled Parking Zone please attend this meeting.

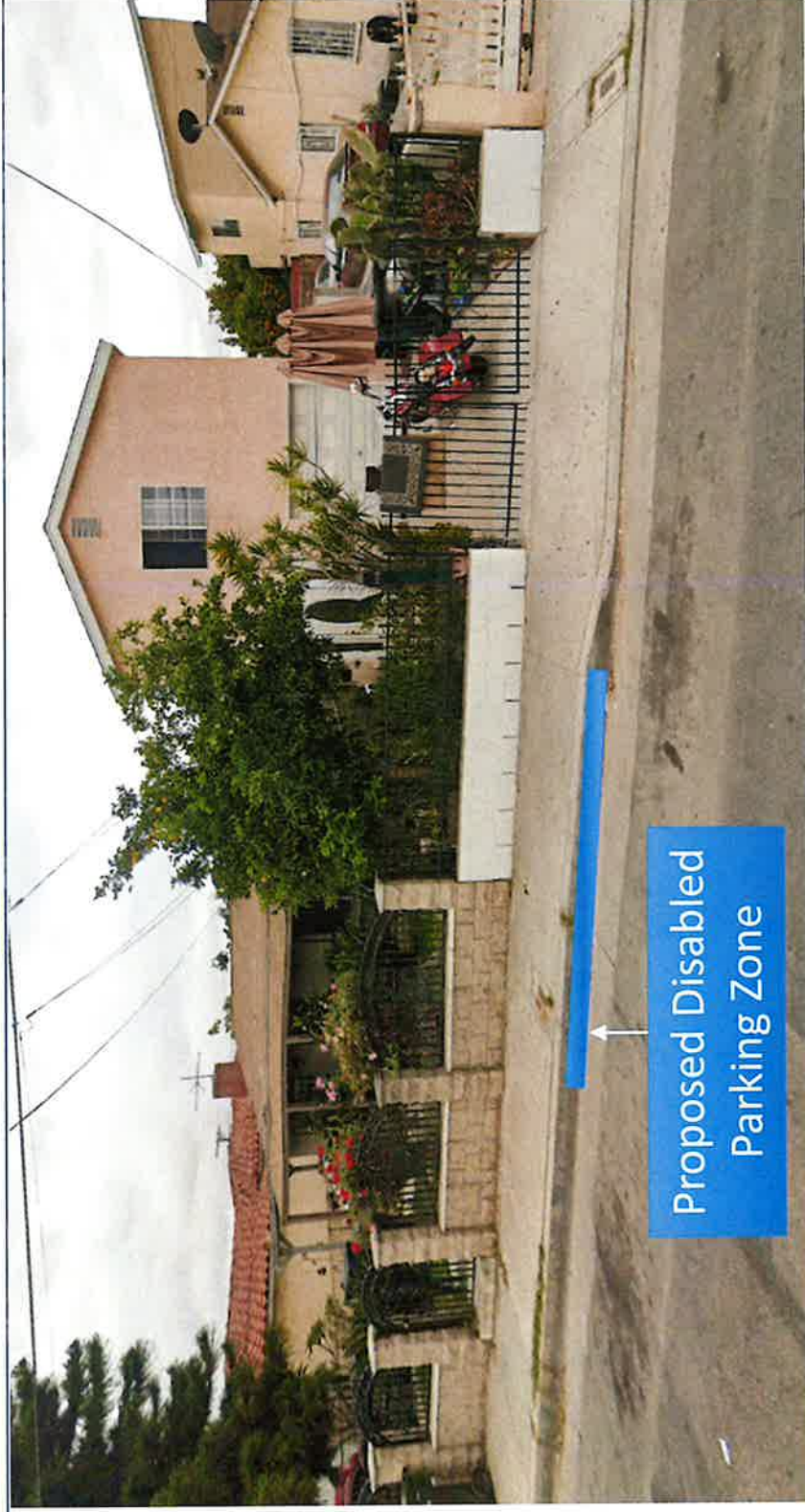
Should you have any questions about this meeting, please contact the Public Works Department at (562) 220-2020.

Para información en español, favor de llamar al (562) 220-2020.

CITY OF PARAMOUNT

Adriana Figueroa
Public Works Director

8340 Ackley Street



Proposed Disabled
Parking Zone



CITY OF PARAMOUNT

ITEM NO.

SEPTEMBER 26, 2023

APPROVAL OF AGREEMENT WITH PIECE BY PIECE FOR AN ART SCULPTURE ADJACENT TO THE PARAMOUNT PARK COMMUNITY CENTER.

MOTION IN ORDER:

1) APPROPRIATE \$24,500 FROM THE ART FUND FOR THIS PROJECT; AND 2) AWARD THE CONTRACT FOR PROFESSIONAL SERVICES TO PIECE BY PIECE FOR THE DEVELOPMENT AND INSTALLATION OF AN ART PIECE AS PART OF THE PARAMOUNT PART ENTRY IMPROVEMENTS PROJECT (CITY PROJECT NO. 9454) IN THE AMOUNT OF \$49,500 AND AUTHORIZE THE MAYOR OR HER DESIGNEE TO EXECUTE THE AGREEMENT.

MOTION:

MOVED BY: _____

SECONDED BY: _____

[] APPROVED

[] DENIED

ROLL CALL VOTE:

AYES: _____

NOES: _____

ABSENT: _____

ABSTAIN: _____



To: Honorable City Council
From: John Moreno, City Manager
By: David Johnson, Community Services Director
Date: September 26, 2023

Subject: APPROVAL OF AGREEMENT WITH PIECE BY PIECE FOR AN ART SCULPTURE ADJACENT TO THE PARAMOUNT PARK COMMUNITY CENTER

BACKGROUND

The Paramount City Council approved the Paramount Park Entry Improvements (City Project No. 9454) as part of the Fiscal Year 2023-24 Adopted Budget. The budget for the Paramount Park Entry Improvements includes a renovation of the landscaped area at the front entrance to the Community Center to include a new art piece installed in this area to complement the glass tile mosaic art installed at the entrance of the building. This report addresses the portion of the project that includes a 5 ft. tall, 4 ft. wide, 2 ft. deep glass tile mosaic art sculpture to be placed along the path in the renovated landscaped area.

DISCUSSION

Piece by Piece was the artist that created and installed the glass tile mosaic artwork that is embedded in the wall at the entrance to the Paramount Park Community Center. Piece by Piece works with individuals from the South Los Angeles area that are experiencing homelessness to assist with the installation of the glass mosaic pieces to provide them work skills and employment during the development of the artwork. This new project will also incorporate the use of seniors that participate in our senior programs at the Community Center. The proposed art piece for the Paramount Park Entry Improvements project will consist of a heart shaped art piece made of polystyrene foam covered in fiberglass mesh and concrete with a final layer a mosaic of glass tile pieces. The art piece will be mounted in the ground with a metal pole.

The project will include a design sketch with revisions, all the materials to develop the art piece, and production and installation of the art piece. The project will also include one two-hour workshop for the seniors that participate in our Senior Program to assist with the placement of the glass mosaic tiles on the art piece. The cost of the art piece is \$49,500. The City's purchasing policy requires contracts more than \$40,000 be approved by the City Council. In accordance with Section 3.12.080 of the Paramount Municipal Code, contracts awarded for professional services shall be awarded by the City Council based on the demonstrated competence of the contractors, and the contractor's

professional qualifications. The City was very pleased with the art mosaic Piece by Piece developed and installed at the Community Center and would like to create a complementary piece in the adjacent landscape space using the same glass tile mosaic art concept.

FISCAL IMPACT

Funding for this project was included in the FY 2023-24 Capital Improvements Projects Budget. The project funding includes \$25,000 in Art Funds for the installation of an art piece in the landscape area adjacent to the entry to the Paramount Park Community Center. The final cost of the artwork is \$49,500. An additional appropriation of \$24,500 from the Art Fund is required to fully fund this portion of the project.

MISSION, VISION, VALUE AND STRATEGIC OUTCOMES

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

RECOMMENDED ACTION

It is recommended that the City Council: 1) appropriate \$24,500 from the Art Fund for this project; and 2) award the contract for professional services to Piece by Piece for the development and installation of an art piece as part of the Paramount Part Entry Improvements project (City Project No. 9454) in the amount of \$49,500 and authorize the Mayor or her designee to execute the agreement.

ARTIST'S AGREEMENT

By signing the Artist's Agreement ("Agreement") with the City of Paramount ("City") for the installation of a mosaic art piece (5 feet height x 4 feet width x 2 feet depth) at a designated location at Paramount Park with City funds, Piece by Piece ("Artist") agrees to the following terms and conditions in this Agreement:

Scope of Services:

- Design. Artist shall perform services according to the approved design, which shall be substantially in the form shown on Exhibit A (herein "Exhibit A"), which is attached hereto. Project includes design sketch with two drawing revisions if required. City shall review and approve design before production begins.
- Preparation. Piece by Piece shall provide specifications for hole to install artwork. City shall create concrete pad with installation hole and complete final installation of attaching and affixing artwork.
- Materials. Artist shall provide all materials for project, including mosaic and related artistic material and ladder and other material required for installation.
- Completion. City staff shall review and verify completion of the mosaic art piece in compliance with all terms of the Agreement. City staff shall provide a written Notice of Completion to the Artist upon verification of completion.
- Maintenance. Artist shall provide maintenance details in writing in the form of a maintenance document.

Schedule of Performance:

- Artist is to complete the scope of services of the Artist's Agreement following the execution of this Agreement by April 2024, if agreement is approved by October 20, 2023.
- It is understood that time is of the essence in the performance of Artist's Services under this Agreement.
- City has the right to deem the artwork ineligible, at any time, even after Artist has installed it. City has the right to remove the artwork, at any time, for any one or more of the "Removal" reasons stated in the Ineligible Artwork & Removal section.

Ineligible Artwork & Removal:

Artist acknowledges that:

- Artist's failing to follow the guidelines, or Artist's falsifying information will result in City declaring Artist in default by providing written notice to Artist by certified mail. If Artist fails to commence remedying such default within seven (7) days of service of such notice and complete the cure of such default within fourteen (14) days after service of such notice, City may terminate this contract by written notice to Artist.
- City has the right to deem the artwork in default of the Agreement, at any time, even after Artist has installed any portion of the artwork to a wall. City has the right to remove the artwork or any part of it, at any time, for any one or more of the following reasons:
 - The artwork endangers public safety or poses a public safety hazard;
 - Possesses a demonstrated fault in workmanship;

- Requires excessive or unreasonable maintenance;
- Is damaged irreparably (including vandalism or graffiti), or to an extent that restoration is unreasonable or impractical; or
- The wall is damaged or needs maintenance, repair, modification, or replacement.

Compensation:

- The maximum compensation to be paid to Artist is twenty-five thousand dollars (\$49,500). The Artist must submit to the Paramount Finance Department a complete IRS Form W-9 for tax reporting purposes prior to the release of any payment from the City to the Artist.
- The Artist is eligible for a total payment of \$49,500 per the payment schedule identified in the attached proposal
- The Artist shall receive final payment for the balance of the \$49,500 total upon completion of the services and approval by the City under Scope of Services of this Agreement.
- In the event Artist incurs costs in excess of the maximum compensation, Artist shall pay such excess from Artist's own funds. City shall not be required to pay any part of such excess, including any excess associated with the initial artwork or maintenance required thereafter, and Artist shall not have a claim against City on account of any costs overruns.
- In the event that City determines that work for which it has been invoiced does not meet the terms of this Agreement, City may withhold payment to Artist. In the event that City withholds payment, City shall provide detailed written notice to Artist within fifteen (15) days following the date Artist inform the City of completion of the services.
- The City shall not, in any event, be liable for any pre-contractual expenses incurred by selected Artist in the preparation of the proposal. Selected Artist shall not include any such expenses as part of the proposal.

Original Artwork:

Artist affirms that the artwork, whether created by Artist alone or in collaboration with others, is wholly original art and does not infringe upon or violate any patent, copyright, trademark, trade name, or other proprietary right of any person, organization, or entity.

Artist Warranties:

- The Artist represents and warrants that:
 - The artwork that is included on the proposal, and shown on Exhibit A, will be substantially the same as the art piece that will be installed at Paramount Park.
 - The City must have access to the Paramount Park at all times.
 - Artist may block off the walkway or entrance to the installation area to keep the public from damaging or interfering with the installation.
- Artist in addition represents and warrants that the artwork will not contain:
 - A copyrighted or trademarked image or logo;
 - A brand or business name;
 - A website or social media link (**exceptions** – (1) a social media link/handle may be cleanly painted on the lower one-third of the height of the wall referring directly

- to the Artist provided the social media link does not include an obscenity; (3) other commemorative messaging after first obtaining written authorization from the City);
 - Address or phone number;
 - Is plagiarized, stolen, or copied from another source;
 - Defames or invades the rights of any person, living or dead.
- Artwork will not contain art likely to:
 - Incite or produce an imminent lawless act;
 - Disrupt the orderly operation of the facility exhibiting the art;
 - Be integral to criminal conduct or violate the law.
- Artwork will not contain art that may reasonably be constructed as:
 - False or fraudulent;
 - Obscene matter, as defined in California Penal Code Section 311 or any successor legislation; or
 - Harmful matter for minors as defined in California Penal Code Section 313 or any successor legislation.

Assignment of Copyright:

Artist assigns to City all rights, title, and interest, including copyright, in and to the artwork.

Artist's Moral Rights and Waiver:

Artist hereby acknowledges that Artist is familiar with all rights under the Visual Artists Rights Act of 1990 (17 U.S.C. Sections 106A and 113(d)), the California Art Preservation Act (California Civil Code Sections 987 and 989) (collectively, "Acts") and any other local, state, foreign or international law (collectively, "Moral Rights Laws") that *protect against the alteration of a work of art ("artist's right of integrity") and protect the artist's getting credit for a work of art ("artist's right to attribution")*. The Acts and Moral Rights Laws require that a person who intends to waive ("give up") these provisions must do so expressly in writing by signing a "Waiver."

Artist represents that Artist knows about and understands the Acts' and Moral Rights Laws' provisions. By signing this Agreement, Artist hereby waives all rights and benefits that Artist has, or may have, under the Acts' and Moral Rights Laws' provisions.

Authorization for City's Use of Artwork:

Artist irrevocably grants City, its officers, agents, and employees ("City and its representatives") the unconditional right and permission to use, reproduce, copy, sell, exhibit, publish, or distribute, in whole or in part, in any medium now or later developed, photographs and other two- or three-dimensional reproductions of the artwork for informational, educational, promotional, public relations, advertising, tourism, art, commercial, or non-commercial purposes – without charge to City and without payment to Artist of any compensation, fee, royalty, or damages (now or later).

Release of Claims:

In exchange for City's permitting Artist to participate in the mural program, Artist (a) releases, discharges, and holds harmless, (b) will not make a claim against or sue, and

(c) waives a right of recovery against City and its representatives for any one or more of the following circumstances, events, or occurrences arising out of the Artist's participating in the mural program:

- Bodily injury or personal injury (i.e., libel, slander, defamation of character) to the Artist;
- City's use of Artist's artwork— including, but not limited to, any and all claims or lawsuits for invasion of privacy, defamation, or infringement of copyright; or
- Damage or vandalism to, or loss of, Artist's artwork, however caused.

Independent Contractor:

- It is understood and agreed that Artist's relationship with City is strictly and solely that of an independent contractor, and not as an agent or an employee of City; and as an independent contractor, Artist shall obtain no rights to retirement benefits or other benefits accrue to City's employees, and Artist hereby expressly waives any claim Artist may have to any such rights.
- Artist further agrees to acknowledge and accept sole responsibility for determining the method and means by which Artist will fulfill Artist obligation under this Agreement.
- Nothing contained in this Agreement shall be construed to place City and Artist in the relationship of partners. Artist acknowledges and agrees that Artist shall not hold herself, himself, or themselves out as an authorized agent of City with power to bind in any manner.

Indemnification:

Artist agrees to cooperate with the City to respond to specific risks, hazards, and dangers to public health and safety that are reasonably foreseeable consequences of the activity contemplated by this Agreement. Artist indemnifies, defends, and holds harmless City and its representatives from and against all claims, demands, lawsuits, causes of action, proceedings, losses, damages, costs, fees, and expenses arising out of:

- An act, error, or omission of Artist from Artist's work upon a wall or other surface; or
- The artwork's infringement on a patent, copyright, trademark, trade name, or other proprietary right of a third party.

Successors and Assigns:

This Agreement is binding upon Artist's heirs, successors, licensees, agents and assigns, and is governed by California's laws.

Interpretation and Invalidity:

This Agreement (a) represents the entire and integrated agreement between City and Artist, and (b) replaces all other negotiations, understandings, promises, and agreements, either oral or written. California's laws govern this Agreement's construction and interpretation. The invalidity, in whole or in part, of any term of this Agreement will not affect the remaining terms' validity. All headings or captions in this Agreement are for convenience and reference only.

Authority to Perform Agreement:

Artist represents that Artist (a) has read this Agreement and fully understands its contents, and (b) has the full power to:

- Enter into and perform this Agreement; and
- Make the grant of rights stated in this Agreement.

ART PIECE INSTALLATION LOCATION:

Landscaped entry area adjacent to the Paramount Park Community Center at Paramount Park.



ARTIST'S SIGNATURE:

Signature

Date

Home Address City, State, Zip Code

Telephone Number

Email Address

Social Media Handle

EXHIBIT A



Paramount Proposal



✉ info@piecebypiece.org

☎ (213) 459-1420

🌐 www.piecebypiece.org

Prepared for

David Johnson

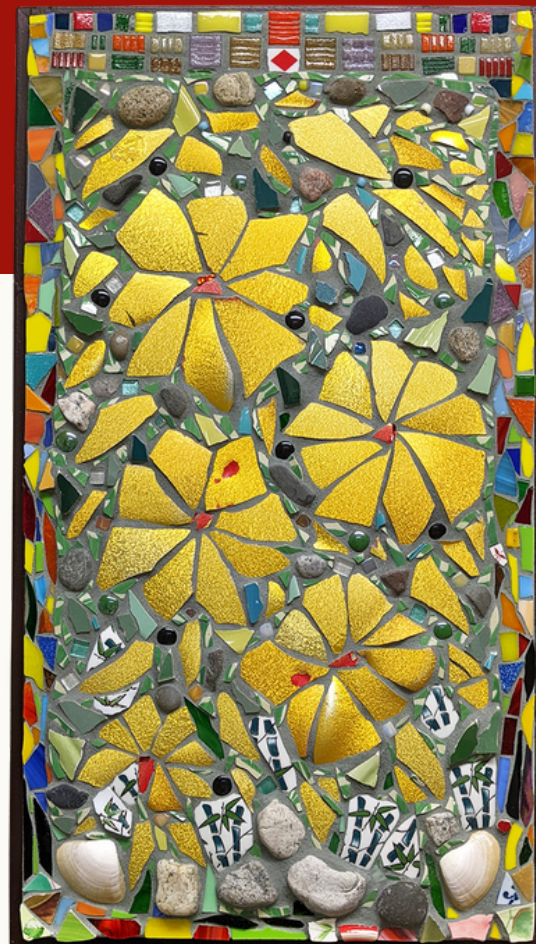
Welcome

PIECE BY PIECE

Piece by Piece offers residents of Skid Row and South Los Angeles free mosaic art workshops supporting wellness and quality of life with a path to earned income.

We foster a community that thrives on being connected through art, creativity, and hope. Participant artists engage not only in art making but also in developing technical, creative, and life skills.

Our team of instructors and artists work collaboratively to promote wellness, improve stability, foster creativity and enhance participants' quality of life.



Why Purchase from Piece by Piece ?

- Your commission provides employment for certified participant artists at Piece by Piece allowing them the opportunity to be working artists.
- You are investing in a solution that reduces the number of individuals experiencing homelessness in our community.
- Your commission is designed to not only employ artists who transform their lives through art but also to provide them with on-the-job training in a supportive environment.
- Your commission identifies you as a supporter of the arts. And as an organization that partners with Piece by Piece to offer solutions that create a path out of homelessness and economic insecurity.



About Us



Mission

To empower residents who have experienced homelessness or economic insecurity by providing free mosaic art workshops enabling them to build confidence, earn supplementary income, promote wellness and an improved quality of life.



Vision

Reduce the number of unhoused Angelenos. Support them through a self-paced healing and creative journey, while providing opportunities for improved economic health. We envision this happening as we beautify LA through mosaics large and small!

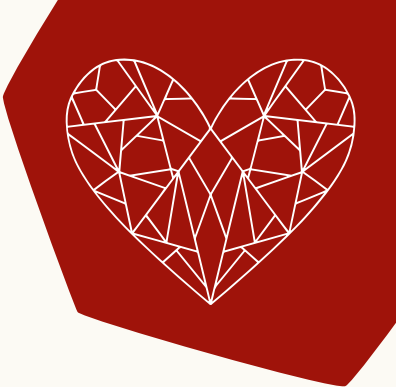


Goal

To promote wellness and healing for those facing economic hardship through community building and therapeutic mosaic art workshops. Offer an avenue for artists to earn income through the Piece by Piece social enterprise. Provide the support needed for participants to transform their lives.



Proposal



Project Title: Paramount Park Community Center 3D Mosaic Artwork

Description: 5ft tall x 4 ft wide x 2 ft deep mosaic



Materials

Heart made of polystyrene foam covered in fiberglass mesh and concrete with metal interior pole for installation



Design

Design TBD.
Heart base or pedestal determined upon final design.



Fabrication

Created at the Piece by Piece Studios



Timeline

Start date: TBD
Completion date: TBD



Pricing

Design Deposit:	\$500.00
First Payment (date TBD):	\$16,333.33
Second Payment (date TBD):	\$16,333.33
Final Payment Upon Completion:	\$16,333.34
Total including tax:	\$49,500.00

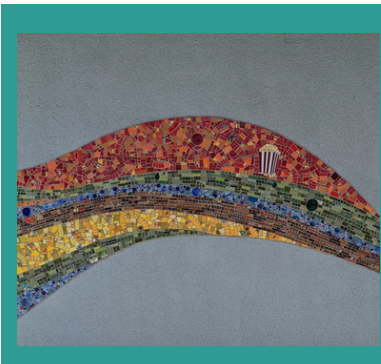
*Price reflects a 10% discount from \$50,000.
Cost includes one 2-hour workshops with local community.*

Proposal Con't.



Cost Includes

- Design sketch, with up to 2 drawing revisions if req'd
 - additional revisions are billed at the hourly rate of \$150
 - sketch to be approved before production begins
- All materials are included in the price.
- Production of mosaic art
- Studio tour and opportunity to meet the artists



Terms

This proposal is valid for 30 days from July 18, 2023. After that date, a new proposal will need to be generated reflecting any labor and material cost increases. Making the first payment is the only way to guarantee your position on the production schedule. Delivery dates depend on availability on the production schedule and can not be confirmed without payment. As a courtesy, your position will be held for ten business days after signing the contract. If requested, we can hold the finished piece for up to 30 days after the production date without charge. After 30 days, we will charge the purchaser a storage fee at 4% of the total cost per month.

Upon execution, Piece by Piece will invoice for deposit and then at each milestone. Payment for the deposit is due immediately and all future invoices are net 30.

Payment should be made to Piece by Piece and mailed to:
1001 Wilshire Blvd #1151 Los Angeles, CA 90037

For questions or online payment options please reach out to Jadie@piecebypiece.org

Client: _____

Piece by Piece

Print Name: _____

Print Name: Jadie Delgado

Title : _____

Title : Social Enterprise Operations Manager

Signature: _____

Signature: _____

Date: _____

Date: July 18, 2023

By signing, I accept the conditions and terms of this agreement.

Paramount Park
Community Center
3D Mosaic
Artwork Proposal

City of Paramount





Project Cost Estimate

- 5ft tall x 4 ft wide x 2 ft deep mosaic. \$49,500 (includes special 10% discount)
- Estimate includes materials, design, fabrication, installation.
- Heart made of polystyrene foam covered in fiberglass mesh and concrete with metal interior pole for installation
- Design includes 3 revisions (additional revisions, extra fee)
- A non-refundable deposit of \$500 is requested to begin design work
- Cost includes one 2-hour workshops with local community
- Heart base or pedestal determined upon final design.
- ***Note: Photo shows design sample.***



Side view showing armature. Heart base or pedestal determined upon final design.



Thank you for
the opportunity
to quote on this
project.



SEPTEMBER 26, 2023

ORAL REPORT

2023 HOLIDAY TREE LIGHTING EVENT



To: Honorable City Council
From: John Moreno, City Manager
By: David Johnson, Community Services Director
Date: September 26, 2023

Subject: ORAL REPORT – 2023 HOLIDAY TREE LIGHTING EVENT

An oral report providing a preview of the 25th Anniversary Tree Lighting event will be presented at the Council meeting.

SEPTEMBER 26, 2023

RESOLUTION NO. 23:031

“A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PARAMOUNT
DECLARING OCTOBER 4, 2023 CLEAN AIR DAY IN THE CITY OF
PARAMOUNT”

MOTION IN ORDER:

READ BY TITLE ONLY AND ADOPT RESOLUTION NO. 23:031.

MOTION:

MOVED BY: _____

SECONDED BY: _____

[] APPROVED

[] DENIED

ROLL CALL VOTE:

AYES: _____

NOES: _____

ABSENT: _____

ABSTAIN: _____



To: Honorable City Council

From: John Moreno, City Manager

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

Date: September 26, 2023

**Subject: RESOLUTION NO. 23:031
CLEAN AIR DAY 2023**

BACKGROUND

California Clean Air Day is a project of the Coalition for Clean Air, which is a nonprofit with a mission to protect public health, improve air quality, and prevent climate change through clean air advocacy. Clean Air Day is a statewide effort which is designed to unite communities across California to improve community health and sustainability. This day of action focuses on simple efforts that State residents can make to improve air quality. Examples include shopping local, taking public transportation, biking, walking, and planting trees. Since 2019, the City Council has declared Clean Air Day in October in support of the coalition's initiatives.

This year, Clean Air Day will take place on Wednesday, October 4, 2023. The City of Paramount will promote the day via social media and encourage residents, businesses, and City employees to take the Clean Air Pledge in support of clean air activities. A City of Paramount Clean Air Pledge has been created at the following address:

<https://cleanairday.org/pledge/individual/cityofparamount/>

DISCUSSION

The City of Paramount plans to take the following actions:

- Adopt Resolution No. 23:031 in public support of California Clean Air Day.
- Use social media to promote and encourage the Paramount community to participate in California Clean Air Day.
- Commit to the goals of the Paramount Climate Action Plan (adopted July 2021).
- Continue to support electric vehicle infrastructure.
- Continue encouraging residents and other Paramount community members to call 1-800-CUT-SMOG to report excessive odors, smoke, dust, and other contaminants not related to vehicles, and encourage the Paramount community to call 1-800-END-SMOG to report any smoking vehicles or idling commercial vehicles.
- Implement the 2023 Urban Forest Management Plan.

- Commit to diverting greenhouse gas emissions by diverting organic waste headed to landfills by implementing SB 1383 citywide.
- Encourage and educate the community on composting organic material at local community and residential gardens.

FISCAL IMPACT

None.

VISION, MISSION, VALUES, AND STRATEGIC OUTCOMES

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

RECOMMENDED ACTION

It is recommended that the City Council read by title only and adopt Resolution No. 23:031.

CITY OF PARAMOUNT
LOS ANGELES COUNTY, CALIFORNIA

RESOLUTION NO. 23:031

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PARAMOUNT
DECLARING OCTOBER 4, 2023 CLEAN AIR DAY IN THE CITY OF
PARAMOUNT

WHEREAS, air pollution contributes to higher rates of cancer and heart and lung disease, which adversely affect health; and

WHEREAS, California and the South Coast Air Basin in particular have some of the most polluted regions in the United States; and

WHEREAS, it is vital that we protect the health and well-being of our residents, visitors, and workforce; and

WHEREAS, emissions from vehicles, industry, and even household sources significantly affect the natural environment, air quality, and well-being of residents, employees, and visitors of the City of Paramount; and

WHEREAS, individual actions such as walking or biking to work and school, carpooling, not idling vehicles, and conserving energy can directly improve air quality in our region; and

WHEREAS, everyone can play a role in supporting clean air; and

WHEREAS, education about air quality can raise community awareness, encourage our community to develop better habits, and improve our community health; and

WHEREAS, Californians will be joining together across the state to clear the air on October 4, 2023; and

WHEREAS, the City of Paramount is committed to the health of its residents, workforce, visitors, and community at large.

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

SECTION 1. The above recitations are true and correct.

SECTION 2. That October 4, 2023 be declared “Clean Air Day” in the City.

SECTION 3. Be it further resolved that we ask all City department heads to determine how their employees can participate in Clean Air Day, as appropriate.

SECTION 4. Be it further resolved that we encourage all residents, businesses, employees, and community members to participate in Clean Air Day and help clean the air for all Californians by taking actions such as patronizing shops located in the City, walking or biking as alternatives to driving, reporting contaminants in the air, and adopting composting as an everyday practice.

SECTION 5. Based upon the foregoing findings, the City Council approves Resolution No. 23:031.

SECTION 6. This Resolution shall take effect immediately upon its adoption.

PASSED, APPROVED, and ADOPTED by the City Council of the City of Paramount this 26th day of September 2023.

Isabel Aguayo, Mayor

ATTEST:

Heidi Luce, City Clerk