

PUBLIC PARTICIPATION NOTICE

Public Participation Accessibility for the City of Paramount meetings scheduled for **Tuesday**, **November 14, 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 **5:45 p.m.** on **Tuesday, November 14, 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 **5:45 p.m.** on **Tuesday, November 14, 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 November 14, 2023



Safe, Healthy, and Attractive

Regular Meeting City Hall Council Chamber 6:00 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	Daniel Perez, VPAN
INVOCATION:	Reverend Grady Jones, New Commandment Missionary Baptist Church
ROLL CALL OF COUNCILMEMBERS:	Councilmember Peggy Lemons Councilmember Brenda Olmos Councilmember Vilma Cuellar Stallings Vice Mayor Annette C. Delgadillo Mayor Isabel Aguayo

PRESENTATIONS

- 1. <u>VIDEO</u> 2023 Halloween and Dia De Los Muertos Events
- 2. <u>CERTIFICATES OF</u> <u>RECOGNITION</u> 2023 Halloween Home Decorating Contest Winners
- 3. <u>PRESENTATION</u> Mayor's Award of Excellence
- 4. **PROCLAMATION** National Home Care and Hospice Month
- 5. <u>PROCLAMATION</u> National Family Literacy Month

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.

- 6. <u>APPROVAL OF</u> October 10 and October 24, 2023 <u>MINUTES</u>
- 7. <u>APPROVAL</u> Register of Demands
- 8. <u>ORDINANCE NO.</u> <u>1176 (Adoption)</u> Approving Zone Change No. 246, a request to change the official Zoning Map from R-2 (Medium Density

Residential) to PD-PS (Planned Development with Performance Standards)/Single-Family Residential at 16305 Hunsaker Avenue

- 9. <u>ORDINANCE NO.</u> <u>1178 (Adoption)</u> Repealing Interim Urgency Ordinance No. 1157 and approving Zoning Ordinance Text Amendment No. 32,
 - Ordinance Text Amendment No. 32, implementing the provisions of Senate Bill 9
- 10. <u>RECEIVE AND FILE</u> Treasurer's Report for Quarter Ending September 30, 2023

11.	AWARD OF	Substation Flooring Replacement (City
	CONTRACT	Project No. 9473)

- RESOLUTION NO.Approving Application for Grant Funds23:036from the California Parks and RecreationOffice of Grants and Local Services for
the Outdoor Equity Grants Program
- 13. <u>APPROVAL</u> Amendment No. 1 to the Master Cooperative Agreement with Los Angeles County Metro for the West Santa Ana Branch Light Rail Project

OLD BUSINESS

12.

 14. CONTINUED PUBLIC HEARING ORDINANCE NO. 1177 (Recommended for continuance)
 Approving Development Agreement No. 23-1 with Daniel Freedman/Jeffer Mangels Butler & Mitchell, LLC for Sobeida Filippi for the Construction, Installation, and Operation of a Freeway-Oriented Digital Billboard on Vacant Land North of Rosecrans Avenue, between the Los Angeles River and 710

between the Los Angeles River and 710 Freeway [Assessor Parcel Number 6236-035-013] in the M-2 (Heavy Manufacturing) Zone

NEW BUSINESS

15.	ORAL REPORT	City Website and Customer Service Request System Demonstration
16.	APPROVAL	Agreement with Care Solace, Inc. for Fiscal Year 2023-2024
17.	<u>APPROVAL</u>	Professional Services Agreement with Historic Resources Group to prepare a Citywide Historic Context Statement and Historic Resources Survey
18.	<u>APPROVAL</u>	Agreement with Hazen and Sawyer for Engineering Assistance related to Water Well 16 Construction Closure

of America (CBA) for
ue Collections

20. ORAL REPORT Civic Center Fountain Design

ENVIRONMENTAL SUSTAINABILITY NEW BUSINESS

None.

COMMENTS/COMMITTEE REPORTS

- Councilmembers
- Staff

CLOSED SESSION

CONFERENCE WITH LEGAL COUNSEL - EXISTING LITIGATION

(Paragraph (1) of subdivision (d) of Section 54956.9) Name of case: *City of Whittier et al v. Los Angeles County Superior Court*; Case No. 23STCP03579

CONFERENCE WITH LEGAL COUNSEL - EXISTING LITIGATION

(Paragraph (1) of subdivision (d) of Section 54956.9) Name of case: *Shadowood Development v. City of Paramount*, Case No. 22STCV09407

ADJOURNMENT

To a meeting on November 28, 2023 at 5:00 p.m.

https://paramountcity1957.sharepoint.com/sites/CityManagers/Shared Documents/CITY CLERK/AGENDA/AGENDASH/2023/11-14-2023/11-14-2023AgSht-cc.docx; 11/9/2023 1:46 PM

VIDEO

2023 HALLOWEEN AND DIA DE LOS MUERTOS EVENTS

CERTIFICATES OF RECOGNITION

FALL 2023 HALLOWEEN HOME DECORATING CONTEST WINNERS

- HALLOWEEN HOME DECORATING CONTEST WINNERS
 - MARIA LLAMAS, FIRST PLACE
 - JASMINE LARA, SECOND PLACE
 - ARLENE MUNOZ, THIRD PLACE

PRESENTATION

MAYOR'S AWARD OF EXCELLENCE

PROCLAMATION

NATIONAL HOME CARE AND HOSPICE MONTH

PROCLAMATION NATIONAL FAMILY LITERACY MONTH

City Council Public Comment Updates November 14, 2023

From the October 24, 2023 City Council Meeting:

Commenter	Request/Issue/Concern	Action/Comment
Sandra DeKay	Expressed concern that she did not receive timely communication regarding Clean Power Alliance opt out and renewable energy tier options and when she called to opt out, she was told it was too late.	City Council and staff responded to Mrs. DeKay's concerns during the meeting assuring her that she may change tiers or opt out. Staff committed to connecting Ms. DeKay with a representative from Clean Power Alliance to address her concerns. A staff member from CPA spoke to Ms. DeKay on October 26 th to assist in answering her questions and addressing her concerns.

APPROVAL OF MINUTES PARAMOUNT CITY COUNCIL

MOTION IN ORDER:

APPROVE THE PARAMOUNT CITY COUNCIL MINUTES OF OCTOBER 10 AND OCTOBER 24, 2023

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

PARAMOUNT CITY COUNCIL MINUTES OF A REGULAR MEETING OCTOBER 10, 2023

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

CALL TO ORDER:	The regular meeting of the Paramount City Council was called to order by Mayor Isabel Aguayo at 6:00 p.m. in the Council Chamber at City Hall, 16400 Colorado Avenue, Paramount, California.		
PLEDGE OF ALLEGIANCE:	Rocio Olaya, Paramount Road Runners Senior Walking Club, led the pledge of allegiance.		
INVOCATION:	Pastor Ken Korver, Emmanuel Church, delivered the invocation.		
ROLL CALL OF COUNCILMEMBERS:	<u>Present</u> :	Councilmember Peggy Lemons Councilmember Brenda Olmos Councilmember Vilma Cuellar Stallings Vice Mayor Annette C. Delgadillo Mayor Isabel Aguayo	
STAFF PRESENT:	, 0		

CF 39.12

PRESENTATIONS

- 1. VIDEO A video highlighting the City's recent A Night Under A Night Under the Hay the Hay Tree Event was shown. Tree CF 39.7
- PRESENTATION Mayor Aguayo presented the Mayor's Award of Excellence cF 39.8
 Mayor Aguayo presented the Mayor's Award of Excellence to Gus Exiga. Mr. Exiga was present to accept the award and expressed sincere appreciation for the recognition.
- PROCLAMATION National Breast Cancer Awareness Month CF 39.12
 PROCLAMATION Nayor Aguayo, on behalf of the City Council, proclaimed October as National Breast Cancer Awareness Month. Nancy Gutzmer and Hector Lujan from the American Cancer Society were present to accept the proclamation.
- 4. PROCLAMATION Mayor Aguayo, on behalf of the City Council, National Domestic proclaimed October as National Domestic Violence Violence Awareness Month
- 5. PROCLAMATION Mayor Aguayo, on behalf of the City Council, National Physical proclaimed October as National Physical Therapy Therapy Month CF 39.12
- PROCLAMATION Red Ribbon Week – October 23-31 CF 39.12
 Mayor Aguayo, on behalf of the City Council, proclaimed October 23-31, 2023 as Red Ribbon Week. Paramount Council of PTAs president Roxana Resendiz and Private First Class Isaac Peredia, along with other members of the Southeast County Young Marines, were present to accept the

proclamation.

7. CERTIFICATES OF RECOGNITION Paramount Road Runners Senior Walking Club Aloha 5k 2023 Participants CF 39.6
Mayor Aguayo, on behalf of the City Council, presented certificates of recognition to the Paramount Road Runners Senior Walking Club Aloha 5k 2023 participants. Ken and Pat Winiecki along with the members of the Senior Walking Club that participated in the 5k were present to accept certificates.

CF 39.6

- PROCLAMATION National Crime Prevention Month CF 39.12
 Mayor Aguayo, on behalf of the City Council, proclaimed October as National Crime Prevention Month. Service Area Lieutenant Joe Morales, SAO Sergeant Sergio Patino and Special Assignment Deputies Acuna, Rodriguez, Valenzuela, Sepulveda and Van Der Zanden were present to accept the proclamation.
- PROCLAMATION
 Odde Enforcement
 Officer Appreciation
 Week October 9-13
 CF 39.12
 Mayor Aguayo, on behalf of the City Council, proclaimed October 9-13, 2023 as Code Enforcement
 Officer Appreciation Week. Senior Code Enforcement
 Office Betty Castro, along with Code Enforcement
 Officers Nancy Hamilton, Jovan Dillard, Enrique
 Reynoso, and Sophia Lu were present to accept the proclamation.
- PROCLAMATION 10. Mayor Aguayo, on behalf of the City Council, National Community proclaimed October as National Community Planning Gordon Planning Month Month. Planning Commission Chair CF 39.12 Weisenburger was accept the present to proclamation.
- 11. CERTIFICATES OF RECOGNITION Good Corporate Citizens / Los Angeles County Sanitation Districts Mayor Aguayo, on behalf of the City Council, presented certificates to the Paramount businesses that received the Los Angeles County Sanitation Districts' Good Corporate Citizens designation.
- 12. CERTIFICATE OF RECOGNITION Girl Scouts Founder's Day – October 31, 2023 CF 39.6 Mayor Aguayo, on behalf of the City Council, presented a certificate recognizing Girls Scouts Founder's Day to two local Girl Scout troops. Nicole Duckworth, leader of Troop No. 1613 and Brianna Morales, leader of Troop No. 70883, along with members of their respective troops were present to accept the certificate.
- 13. RECOGNITION Mayor Aguayo, on behalf of the City Council, City of Paramount Retiree Chris Callard him for 23 years of dedicated service to the City. CF 39.7

At 6:55 p.m., Mayor Aguayo recessed the meeting for a brief break. The meeting was called back to order at 7:05 p.m.

CITY COUNCIL PUBLIC COMMENT UPDATES

CF 10.4 There were none.

PUBLIC COMMENTS

CF 10.3 There were none.

CONSENT CALENDAR

Approved

It was moved by Councilmember Lemons and seconded by Councilmember Olmos to approve Consent Calendar Items 14, 15, 16, 17, 18, and 19 as shown below. The motion was passed by the following roll call vote:

AYES:Councilmembers Lemons, Olmos,
Cuellar Stallings; Vice Mayor Delgadillo;
and Mayor AguayoNOES:NoneABSENT:NoneABSTAIN:None

- 14. APPROVAL OF MINUTES September 12 and September 26, 2023
- 15. APPROVAL Approved Register of Demands CF 47.2

16. AWARD OF CONTRACT Uniform Rental and Laundry Services

17. APPROVAL Amended Authorization to Purchase a Graffiti Truck CF 82.3 Awarded the contract for uniform services to Prudential Overall Supply, Commerce, CA and authorize the City Manager or his designee to execute the agreement.

 Appropriated an additional \$18,000 from the available Equipment Replacement Fund Balance; and
 Authorized the purchase of a graffiti truck from National Auto Fleet Group, Watsonville, CA, in the amended amount of \$188,813.63

- ORDINANCE NO. 1175 Adopted Ordinance No. 1175. (Adoption) Approving Zoning Ordinance Text Amendment No. 31, revising regulations regarding development review applications to require public hearing notifications in the City of Paramount CF109 ZOTA 31
- 19. APPROVAL Authorization to purchase Concrete Picnic Benches and Trash Receptacles from QCP Corp. for Paramount and Progress Parks CF 82

Authorized the purchase of 15 concrete picnic tables and 10 concrete trash receptacles from QCP Corp. in the amount of \$64,856.57.

NEW BUSINESS

20. PUBLIC HEARING Management Analyst Bejarano gave the report and **ORDINANCE NO. 1176** presented a Power Point presentation. (Introduction) Approving Zone Change Mayor Aguayo opened the public hearing. No. 246, a request to change the official Mayor Aguayo asked if there was anyone in the Zoning Map from R-2 audience wishing to testify. There being no one in the (Medium Density audience wishing to testify, it was moved by Residential) to PD-PS Councilmember Cuellar Stallings and seconded by (Planned Development Councilmember Olmos to close the public hearing. with Performance The motion was passed by the following roll call vote: Standards)/Single-Family Residential at AYES: Councilmembers Lemons, Olmos, 16305 Hunsaker Avenue Cuellar Stallings: Vice Mayor Delgadillo: CF 109 ZC NO 246 and Mayor Aguayo NOES: None ABSENT: None

None

ABSTAIN:

In response to Councilmember Olmos, staff confirmed that adequate parking will be available.

It was moved by Councilmember Olmos and seconded by Councilmember Lemons to read by title only, waive further reading, introduce Ordinance No. 1176. "AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF PARAMOUNT, APPROVING ZONE CHANGE NO. 246, CHANGING THE OFFICIAL ZONING MAP FROM R-2 (MEDIUM DENSITY TO PD-PS RESIDENTIAL) (PLANNED DEVELOPMENT WITH PERFORMANCE STANDARDS)/SINGLE-FAMILY RESIDENTIAL AT 16305 HUNSAKER AVENUE TO ALLOW THE DISPOSITION OF THE PROPERTY TO Α NONPROFIT AFFORDABLE HOUSING DEVELOPER AND THE SUBDIVISION OF THE PROPERTY INTO TWO PARCELS FOR THE CONSTRUCTION OF ONE SINGLE-FAMILY HOME ON EACH RESULTING PROPERTY FOR THE FUTURE SALE TO INCOME-QUALIFYING HOUSEHOLDS," and place it on the November 14, 2023 agenda for adoption. The motion was passed by the following roll call vote:

AYES:	Councilmembers Lemons, Olmos, Cuellar Stallings; Vice Mayor Delgadillo;
	and Mayor Aguayo
NOES:	None
ABSENT:	None
ABSTAIN:	None

21. PUBLIC HEARING ORDINANCE NO. 1177 (Introduction) Approving Development Agreement No. 23-1 with Daniel Freedman/Jeffer Mangels Butler & Mitchell, LLC for Sobeida Filippi for the Construction. Installation, and Operation of a Freeway-Oriented Digital Billboard on Vacant Land North of Rosecrans Avenue. between the Los Angeles River and 710 Freeway [Assessor

City Manager Moreno reported that the applicant has requested that the public hearing on this item be continued to the November 14, 2023 City Council meeting.

Mayor Aguayo opened the public hearing and asked if there was anyone in the audience wishing to testify.

There being no one in the audience wishing to testify, it was moved by Councilmember Cuellar Stallings and seconded by Councilmember Lemons to continue the public hearing to November 14, 2023. The motion was passed by the following roll call vote: Repealing Interim

Urgency Ordinance No. 1157 and approving

Zoning Ordinance Text

provisions of Senate Bill

CF NOs 109 ZOTA 32, 109 ZOTA 26, 109 ZOTA

Amendment No. 32,

implementing the

24, 109 ZOTA 29

9

Parcel Number 6236- 035-013] in the M-2 (Heavy Manufacturing)	AYES:	Councilmembers Lemons, Olmos, Cuellar Stallings; Vice Mayor Delgadillo; and Mayor Aguayo
Zone	NOES:	None
CF 43.1220	ABSENT:	None
	ABSTAIN:	None

22. PUBLIC HEARING Planning Director Carver gave the report and ORDINANCE NO. 1178 presented a Power Point presentation. (Introduction)

Mayor Aguayo opened the public hearing.

Mayor Aguayo asked if there was anyone in the audience wishing to testify. There being no one in the audience wishing to testify, it was moved by Councilmember Lemons and seconded by Vice Mayor Delgadillo to close the public hearing. The motion was passed by the following roll call vote:

AYES: Councilmembers Lemons, Olmos, Cuellar Stallings; Vice Mayor Delgadillo; and Mayor Aguayo NOES: None

ABSENT: None ABSTAIN: None

It was moved by Councilmember Cuellar Stallings and seconded by Councilmember Lemons to read by title only, waive further reading, introduce Ordinance 1178, "AN ORDINANCE OF THE CITY No. COUNCIL OF THE CITY OF PARAMOUNT, REPEALING INTERIM URGENCY ORDINANCE NO. 1157, APPROVING ZONING ORDINANCE TEXT 32. AMENDMENT NO. AMENDING SECTION 17.04.010 (DEFINITIONS), ADDING SECTION 17.08.020(I), AND ADDING SECTION 17.08.140 TO TITLE 17 (ZONING) OF THE PARAMOUNT MUNICIPAL CODE, IMPLEMENTING THE PROVISIONS OF SENATE BILL 9 FOR THE CITY OF PARAMOUNT," and place it on the November 14, 2023 agenda for adoption. The motion was passed by the following roll call vote:

AYES:Councilmembers Lemons, Olmos,
Cuellar Stallings; Vice Mayor Delgadillo;
and Mayor AguayoNOES:NoneABSENT:NoneABSTAIN:None

23. REPORT Citywide Landscaped Median Enhancements (City Project No. 9453) Public Works Director Figueroa gave the report.

a) APPROVAL Professional Services Agreement with Michael Baker International for Landscape Design Services for Median Enhancements (City Project No. 9453) CF 43.1218

It was moved by Councilmember Lemons and seconded by Councilmember Cuellar Stallings to: 1) Appropriate an additional \$43,750 from the available general fund balance and; 2) approve the professional services agreement with Michael Baker International for landscape design services for Median Enhancements (City Project No. 9453) and Authorize the Mayor or her designee to execute the agreement. The motion was passed by the following roll call vote:

AYES:	Councilmembers Lemons, Olmos,
	Cuellar Stallings; Vice Mayor Delgadillo;
	and Mayor Aguayo
NOES:	None
ABSENT:	None
ABSTAIN:	None

b) APPROVAL Creation of and Appointments to a City Council Ad Hoc Committee on Median Enhancements CF 27.33

Mayor Aguayo recommended the appointment of Councilmember Lemons and Councilmember Cuellar Stallings to the Ad Hoc Committee on Median Enhancements.

It was moved by Councilmember Olmos and seconded by Vice Mayor Delgadillo to approve the Mayor's recommendation to appoint Councilmember Lemons and Councilmember Cuellar Stallings to the Ad Hoc Committee on Median Enhancements. The motion was passed by the following roll call vote:

AYES:Councilmembers Lemons, Olmos,
Cuellar Stallings; Vice Mayor Delgadillo;
and Mayor AguayoNOES:NoneABSENT:NoneABSTAIN:None

24. APPROVAL Community Services Director Johnson gave the Professional Services report and presented a PowerPoint presentation. Agreement with Ambient Pro for Sound and Stage It was moved by Councilmember Olmos and Production Services for seconded by Councilmember Lemons to approve the the Holiday Tree Lighting agreement with Ambient Pro in the amount not to Event exceed \$43,200 for sound and stage production CF 43.1219 services at the Holiday Tree Lighting event and authorize the City Manager or his designee to execute the agreement. The motion was passed by the following roll call vote:

AYES:Councilmembers Lemons, Olmos,
Cuellar Stallings; Vice Mayor Delgadillo;
and Mayor AguayoNOES:NoneABSENT:NoneABSTAIN:None

ENVIRONMENTAL SUSTAINABILITY NEW BUSINESS

None.

COMMENTS/COMMITTEE REPORTS

Councilmembers

Councilmember Cuellar Stallings reported on her attendance at the Gateway Cities Council of Governments board meeting where Supervisor Janice Hahn gave an update on her upcoming budget and the West Santa Ana Branch Railway naming contest. She also reported that she attended the Our Lady of the Rosary parade and procession, the Elks Club barbeque and the Latina Caucuses 50th Gala. Lastly, she reported that she has received complaints about people riding e-bikes and not obeying traffic laws and asked if they are subject to traffic laws. Public Safety Director encouraged residents to report such activity.

Councilmember Lemons responded to recent social media posts about reported odor and explained AQMD's policy and process for responding to odor complaints. She reported that the Homeless Ad Hoc Committee met recently and is exploring options for additional temporary housing and mental health services. Lastly, she reminded the public about the upcoming Public Safety Expo and apologized that she won't be able to make it because she will be celebrating a family milestone event.

Councilmember Olmos commended staff for their quick action in addressing the recent social media posts related to the odor issue. She expressed appreciation to her colleagues for attending the SELACO 40th Anniversary Luncheon. She also noted that SELACO will be hosting a regional job fair on October 20th at Apollo Park in Downey. She reported on her attendance at the Coffee with a Cop event at Horchateria Rio Luna and Chats & Snacks with the Mayor near Roosevelt School. Lastly, she asked for an update on the street racing incidents that occurred over the past weekend. Lieutenant Morales provided an update on the LASD response to the recent incidents and provided statistics on recent arrests made and citations issued.

Vice Mayor Delgadillo reported on her attendance at the PUSD College and Career Fair, the Elks Lodge Barbeque and the Our Lady of the Rosary Annual Fiesta and procession.

Mayor Aguayo commented that she observed a street racing incident this past weekend in Buena Park as well and thanked the Sheriff's Department for the quick response to the incidents in Paramount and for keeping Paramount residents safe. She also thanked staff for their diligence in responding to the odor complaints that were circulating on social media. She commented that at the Chats & Snack with the Mayor held near Roosevelt School, residents expressed concern about cars speeding in the neighborhood, and suggested returning to the larger, red apples for the Santa Train. Lastly, she thanked Congresswoman Barragan Diaz for hosting a job fair in the City.

<u>Staff</u>

City Manager Moreno thanked the City Council for recognizing Breast Cancer Awareness month.

Mayor Aguayo recessed the City Council meeting at 7:53 p.m. to convene the meeting of the Successor Agency for the Paramount Redevelopment Agency.

The City Council meeting was called back to order at 7:54 p.m. and the City Council recessed into closed session to discuss the matter listed below on the closed session agenda.

CLOSED SESSION

CONFERENCE WITH LEGAL COUNSEL -ANTICIPATED LITIGATION

Initiation of litigation pursuant to paragraph (4) of subdivision (d) of Section 54956.9: One (1) case

The City Council voted to join the litigation challenging Los Angeles zero bail schedule and contribute up to \$10,000 to support litigation. The title of the litigation is City of Whittier, Artesia, Covina, Downey, et al vs. Los Angeles County Superior Court and a number of named judges.

CONFERENCE WITH LEGAL COUNSEL - EXISTING LITIGATION

(Paragraph (1) of subdivision (d) of Section 54956.9) Name of case: *SHADOWOOD DEVELOPMENT v. CITY OF PARAMOUNT*; Case No. 22STCV09407.

The City Council considered a variety of approaches and at this time there is no reportable action.

Mayor Aguayo called the City Council meeting back to order in open session at 8:49 p.m. and Assistant City Attorney Martyn reported the actions listed above.

ADJOURNMENT

There being no further business to come before the City Council, Mayor Aguayo adjourned the meeting at 8:50 p.m. to a meeting on October 24, 2023 at 5:00 p.m.

ATTEST:

Heidi Luce, City Clerk

HTTPS://PARAMOUNTCITY1957.SHAREPOINT.COM/SITES/CITYMANAGERS/SHARED DOCUMENTS/CITY CLERK/AGENDA/MINUTES/2023 MINUTES/10-10-2023 MINUTES.DOCX; 11/9/2023 11:04 AM

PARAMOUNT CITY COUNCIL MINUTES OF A REGULAR MEETING OCTOBER 24, 2023

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

CALL TO ORDER:	The regular meeting of the Paramount City Council was called to order by Mayor Isabel Aguayo at 5:00 p.m. at in the Council Chamber at City Hall, 16400 Colorado Avenue, Paramount, California.	
PLEDGE OF ALLEGIANCE:	Councilmember Cuellar Stallings led the pledge of allegiance.	
ROLL CALL OF COUNCILMEMBERS:	Present:	Councilmember Peggy Lemons Councilmember Vilma Cuellar Stallings Vice Mayor Annette C. Delgadillo Mayor Isabel Aguayo
	Absent:	Councilmember Brenda Olmos
	seconded b Councilmem	ved by Councilmember Lemons and by Vice Mayor Delgadillo to excuse ber Olmos' absence. The motion was e following roll call vote:
	AYES: NOES: ABSENT: ABSTAIN:	Councilmembers Lemons, Cuellar Stallings; Vice Mayor Delgadillo; and Mayor Aguayo None Councilmember Olmos None
STAFF PRESENT:	ABSTAIN: None John Moreno, City Manager Elizabeth Martyn, Assistant City Attorney Andrew Vialpando, Assistant City Manager John Carver, Planning Director Adriana Figueroa, Public Works Director David Johnson, Community Services Director Kim Sao, Finance Director Margarita Matson, Public Safety Director Clyde Alexander, Accounting and Budget Manager Sol Bejarano, Management Analyst Joanne Cha, Senior Accountant Steve Coumparoules, Community Preservation Mgr. Jaime De Guzman, Senior Accountant Yecenia Guillen, Assistant Community Serv. Director Sarah Ho, Assistant Public Works Director	

Pauline Jauregui, Comms. & Engagement Manager John King, Assistant Planning Director Nicole Lopez, HR Manager Heidi Luce, City Clerk Anthony Martinez, Finance Services Manager Celina Sanchez, Management Analyst

PRESENTATIONS

 VIDEO Crime Prevention Month Recap CF 39.7
 CF 10.4
 CF 10.3
 A video highlighting Crime Prevention Month Recap was shown.
 CITY COUNCIL PUBLIC COMMENT UPDATES
 There were none.
 PUBLIC COMMENTS
 The following individuals addressed the City Council and provided public comments: Sandra De Kay and

CONSENT CALENDAR

Jacqueline Ramirez, Paramount Library.

It was moved by Councilmember Lemons and seconded by Councilmember Cuellar Stallings to approve Consent Calendar Items 2 and 3 as shown below. The motion was passed by the following roll call vote:

AYES:	Councilmembers Lemons, Cuellar Stallings; Vice Mayor Delgadillo; and	
	Mayor Aguayo	
NOES:	None	
ABSENT:	Councilmember Olmos	
ABSTAIN:	None	

2. RESOLUTION NO. Adopted. 23:032 Authorizing the Termination of Eco-Rapid Transit CF 99.16 3. ACCEPTANCE OF Accepted the work performed by Onyx Paving Co., WORK Anaheim. California. for construction Neighborhood Street neighborhood street resurfacing Resurfacing (City Project authorized payment of the remaining retention. No. 9331)

NEW BUSINESS

PowerPoint presentation.

4. **ORAL REPORT Community Service** Organization Update -Paramount Rotary Club CF 62.29

Dr. Linda Timmons, Rotary Club President gave the report and presented a PowerPoint presentation providing information on the Rotary Club mission and the services the Rotary Club provides to the community.

City Clerk Luce gave the report and presented a

of

project

the

and

- 5. **ELECTION** March 5, 2024 General Municipal Election CF 45.2
 - a) **RESOLUTION NO**. 23:033 Calling for the Holding of a General Municipal Election to be on Tuesday, March 5, 2024 for the Election of Certain Officers as Required by the Provisions of the Laws of the State of California Relating to General Law Cities

It was moved by Councilmember Lemons and seconded by Vice Mayor Delgadillo to read by title adopt Resolution only and No. 23:033. "А RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PARAMOUNT CALLING FOR THE HOLDING OF A GENERAL MUNICIPAL ELECTION TO BE ON TUESDAY, MARCH 5, 2024 FOR THE ELECTION OF CERTAIN OFFICERS AS REQUIRED BY THE PROVISIONS OF THE LAWS OF THE STATE OF CALIFORNIA RELATING TO GENERAL LAW CITIES." The motion was passed by the following roll call vote:

AYES:	Councilmembers Lemons, Cuellar Stallings; Vice Mayor Delgadillo; and	
	Mayor Aguayo	
NOES:	None	
ABSENT:	Councilmember Olmos	
ABSTAIN:	None	

b) **RESOLUTION NO.** 23:034 Adopting Regulations for Candidates for Elective Office Pertaining to Candidate

It was moved by Councilmember Cuellar Stallings and seconded by Vice Mayor Delgadillo to read by title only and adopt Resolution No. 23:034, "A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PARAMOUNT ADOPTING REGULATIONS FOR CANDIDATES FOR ELECTIVE OFFICE PERTAINING TO CANDIDATE STATEMENTS

6.

Statements Submitted to Voters at an Election to be held on Tuesday, March 5, 2024	HELD ON T	D TO VOTERS AT AN ELECTION TO BE UESDAY, MARCH 5, 2024." The motion by the following roll call vote: Councilmembers Lemons, Cuellar Stallings; Vice Mayor Delgadillo; and Mayor Aguayo None Councilmember Olmos None
c) RESOLUTION NO. 23:035 Requesting the Board of Supervisors of the County of Los Angeles to Consolidate the City of Paramount's General Municipal Election to be held on Tuesday, March 5, 2024 with the Presidential Primary Election on March 5, 2024 pursuant to Section 10403 of the California Elections Code.		
AWARD OF CONTRACT Home Improvement Program Construction Services at 15145 Castana Avenue CF 54.9 HOME	It was mo seconded b contract for	irector Carver gave the report and PowerPoint presentation. ved by Councilmember Lemons and y Vice Mayor Delgadillo to award the construction services to VV&G in the total \$39,035.00 from Federal HOME Funds

contract for construction services to VV&G in the total amount of \$39,035.00 from Federal HOME Funds and property owner contributions for Home Improvement Program construction services at 15145 Castana Avenue. The motion was passed by the following roll call vote:

AYES:	Councilmembers Lemons, Cuellar Stallings; Vice Mayor Delgadillo; and	
	Mayor Aguayo	
NOES:	None	
ABSENT:	Councilmember Olmos	
ABSTAIN:	None	

AWARD OF Public Works Director Figueroa gave the report and presented a PowerPoint presentation.
 West Santa Ana

Bikeway Phase II (City Project No. 9932) It was moved by Councilmember Lemons and seconded by Councilmember Cuellar Stallings to 1) appropriate an additional \$2,912,900 from the available State budget allocation and Measure M funds; and 2) award the contract for the WSAB Bikeway Phase II to Horizons Construction Co. International, Orange, California in the amount of \$6,949,881.70, and authorize the Mayor or her designee to execute the agreement. The motion was passed by the following roll call vote:

Councilmembers Lemons, Cuellar Stallings; Vice Mayor Delgadillo; and
Mayor Aguayo
None
Councilmember Olmos
None

 APPROVAL Carryover of Unspent Capital Improvement Project (CIP) Budget Appropriations from Fiscal Year 2022-23 to Fiscal Year 2023-24 CF 28.1 Finance Director Sao gave the report and presented a PowerPoint presentation.

It was moved by Councilmember Lemons and seconded by Vice Mayor Delgadillo to approve the carryover of \$2,978,814 in unspent CIP budget appropriations from FY 2022-23 to FY 2023-24 in the various funds and projects shown in attachment A. The motion was passed by the following roll call vote:

AYES:	Councilmembers Lemons, Cuellar Stallings; Vice Mayor Delgadillo; and	
	Mayor Aguayo	
NOES:	None	
ABSENT:	Councilmember Olmos	
ABSTAIN:	None	

9. AWARD OF CONTRACT Downtown Holiday Lighting and Decorations CF 43.1222
9. AWARD OF CONTRACT Downtown Holiday Lighting and Decorations CF 43.1222
9. Public Works Director Figueroa gave the report and presented a PowerPoint presentation.
9. Discussion ensued concerning the color theme options presented for the downtown holiday decorations. Following discussion, the City Council concurred in choosing the red, white and silver color theme.

Finance Director Sao clarified that the budget appropriation will come from the Community Benefit Agreement Fund (Fund 297)

It was moved by Councilmember Lemons and seconded by Vice Mayor Delgadillo to 1) appropriate an additional \$137,850 from the available Community Benefit Agreement; and 2) award the contract for Downtown Holiday Lighting and Decorations to T&G Global LLC DBA St. Nick's La Palma, California, in the amount of \$125,316.00, and authorize the Mayor or her designee to execute the agreement. The motion was passed by the following roll call vote:

AYES:	Councilmembers Lemons, Cuellar Stallings; Vice Mayor Delgadillo; and
	Mayor Aguayo
NOES:	None
ABSENT:	Councilmember Olmos
ABSTAIN:	None

10. APPROVAL Proposed 2024 City Special and Holiday Events Schedule CF 60 & 39 Community Services Director Johnson gave the report and presented a PowerPoint presentation.

Discussion ensued concerning the time of day the Heritage Festival should be held. The City Council suggested considering 5-9pm or 6-10pm. Discussion also ensued concerning the possibility of hosting two Halloween Hootenanny events next year or increasing capacity so more residents can participate.

It was moved by Councilmember Cuellar Stallings and seconded by Councilmember Lemons to approve the proposed dates for the City's 2024 Special and Holiday Events. The motion was passed by the following roll call vote:

AYES:	Councilmembers Lemons, Cuellar Stallings; Vice Mayor Delgadillo; and	
	Mayor Aguayo	
NOES:	None	
ABSENT:	Councilmember Olmos	
ABSTAIN:	None	

ENVIRONMENTAL SUSTAINABILITY NEW BUSINESS

None.

COMMENTS/COMMITTEE REPORTS

Councilmembers

Vice Mayor Delgadillo reported on her attendance at the Public Safety Expo and thanked the Public Safety Team for putting together a fantastic expo. She also reported that she attended the Halloween Hootenanny and expressed appreciation to the Community Services Team for creating a fantastic event.

Councilmember Lemons commented that although she wasn't able to attend the recent events because she was celebrating several family milestone events, she received good feedback from her colleagues and thanked staff for an excellent job.

Councilmember Cuellar Stallings reported that she attended the Breast Cancer Walk with MUSA and thanked them for including her. She also noted that she attended the Public Safety Expo and the Halloween Hootenany and thanked staff for their hard work. Lastly, she reminded residents about upcoming Halloween events and encouraged everyone to attend.

Mayor Aguayo commented that she also attended the Public Safety expo and it was great to see so many people. She noted that she received a nice compliment from an event participant and congratulated staff for a great event.

<u>Staff</u>

There were none.

CLOSED SESSION

There was no closed session.

ADJOURNMENT

There being no further business to come before the City Council, Mayor Aguayo adjourned the meeting at 6:13 p.m. to a meeting on November 2, 2023 at 11:00 a.m. in the Auditorium at Clearwater Building, 16401 Paramount Blvd., Paramount, CA 90723

Isabel Aguayo, Mayor

ATTEST:

Heidi Luce, City Clerk

H:\CITYMANAGER\AGENDA\MINUTES\TEMPLATES-MINUTES\REGULAR\REG MTG MINUTES-CC.DOC; 11/9/2023 11:04 AM

REGISTER OF DEMANDS PARAMOUNT CITY COUNCIL

MOTION IN ORDER:

APPROVE THE PARAMOUNT CITY COUNCIL REGISTER OF DEMANDS.

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

CITY OF PARAMOUNT FINAL CHECK REGISTER October 31, 2023

Pre-issue Checks

Check Number	Vendor Name	Amount	Description
330836	4 IMPRINT	2,482.81	CSR - STAR SUPPLIES
	Vendor Tota	2,482.81	
331037	5 STAR GLASS & MIRROR	332.00	PW - FACILITY MNTC SUPPLIES
	Vendor Tota	332.00	
331139	ACC BUSINESS	603.27	GEN - SECONDARY FIBER INTERNET (9/23)
	Vendor Tota	603.27	
330890	ACOSTA, EDITH	150.00	FACILITY DEPOSIT REFUND (ACOSTA 8175)
	Vendor Tota	150.00	
331105	ACTIVE NETWORK, LLC	1,602.48	CSR - CREDIT CARD MACHINE (3)
	Vendor Tota	1,602.48	
330977	ACUNA, ROXANN	104.68	PS - UNIFORMS (RA)
	Vendor Tota	104.68	
330837	ADAMS POOL AND SPA SERVICE	937.50	PW - FACILITY MNTC SVCS
330916		937.50	PW - FACILITY MNTC SVCS
331038		937.50	PW - FACILITY MNTC SVCS
331074 331209		562.50 937.50	PW - FACILITY MNTC SVCS PW - FACILITY MNTC SVCS
331209	Vendor Tota	4,312.50	PW - FACILITY MINTO SVCS
330864	ADMINISTRATIVE SERVICES CO-OP	31.15	CSR - TAXI TRANSIT SVCS (8/23)
330966		2,764.72	CSR - TAXI TRANSIT SVCS (8/23)
	Vendor Tota	2,795.87	
330978	ADOPT A HIGHWAY	20.00	PW - LITTER REMOVAL SVCS (ADJ)
331039		3,442.10	PW - LITTER REMOVAL SVCS (9/23)
	Vendor Tota	3,462.10	
331140	ADVANCED AQUATIC TECHNOLOGY	975.00	PW - CIVIC CENTER FOUNTAIN MNTC (10/23)
	Vendor Tota	975.00	
331141	AFLAC	1,468.50	AFLAC VOLUNTARY INSURANCE (9/23)
	Vendor Tota	1,468.50	
330808	AIRGAS	148.54	PW - WATER OPER MNTC SUPPLIES
		28.70	PW - WATER OPER MNTC SUPPLIES
331075	Man dan T ata	28.10	PW - WATER OPER MNTC SUPPLIES
	Vendor Tota	205.34	
331013	AKM CONSULTING ENGINEERS, INC	21,894.00	PW - WATER ENG SVCS (9/23)
	Vendor Tota	21,894.00	
331076	ALERT CLEANERS	265.00	CSR - LAUNDRY SVCS (9/6)
		222.00 120.00	CSR - LAUNDRY SVCS (9/6) CSR - LAUNDRY SVCS (9/13)
	Vendor Tota	607.00	
331106	ALESHIRE & WINDER LLP	487.50	CA - LEGAL SVCS (SB9)7/23-8/23
		-01.00	

CITY OF PARAMOUNT FINAL CHECK REGISTER October 31, 2023 Pre-issue Checks

Check Number	Vendor Name	Amount	Description
330838	ALIN PARTY SUPPLY CO.	470.05	CSR - STAR SUPPLIES
		358.23	CSR - STAR SUPPLIES
330967		239.29	CSR - STAR SUPPLIES
		232.59	CSR - STAR SUPPLIES
		188.41	CSR - STAR SUPPLIES
		22.01	CSR - STAR SUPPLIES
		21.32	CSR - STAR SUPPLIES
330979		243.57	CSR - PEP SUPPLIES
331014		543.66	CSR - STAR SUPPLIES
331040		1,080.92	CSR - STAR SUPPLIES
		712.30	CSR - STAR SUPPLIES
331107		116.06	CSR - ADAPTIVE RECREATION
		102.17	CSR - STAR SUPPLIES
		32.96	CSR - STAR SUPPLIES
331210		244.71	CSR - STAR SUPPLIES
		144.06	CSR - STAR SUPPLIES
		31.93	CSR - STAR SUPPLIES
	Vendor Tota	4,784.24	
330777	ALL CITY MANAGEMENT SERVICES	19,029.66	PS - CROSSING GUARD SVCS (9/3 - 9/16)
330891		6,331.88	PS - CROSSING GUARD SVCS (8/6 - 8/19)
331077		21,106.85	PS - CROSSING GUARD SVCS (9/17-9/30)
331276		21,069.04	PS - CROSSING GUARD SVCS (10/1-10/14)
	Vendor Tota	67,537.43	
330809	AMBIENT PRO, LLC	3,000.00	CP - TREE LIGHTING EVENT
330865		875.00	CP - HAY TREE EVENT (9/14)
330892		3,200.00	CSR - NIGHT MARKET (10/6 - WE)
331108		2,000.00	CSR - HALLOWEEN FESTIVAL EVENT
		2,000.00	CSR - HALLOWEEN FESTIVAL EVENT
	Vendor Tota	11,075.00	

CITY OF PARAMOUNT FINAL CHECK REGISTER October 31, 2023 Pre-issue Checks

Check Number	Vendor Name	Amount	Description
16681	AMERICAN EXPRESS	106.90	CSR - ENP EVENT SUPPLIES
		23.65	CSR - ENP EVENT SUPPLIES
		978.36	CSR - ENP EVENT SUPPLIES
		86.78	CSR - ENP EVENT SUPPLIES
		121.65	
		14.33	CSR - ENP EVENT SUPPLIES CSR - ENP EVENT SUPPLIES
		111.16 44.08	CSR - ENP EVENT SUPPLIES
		440.85	CSR - ENP SUPPLIES
		173.94	CSR - ENP SUPPLIES
		380.25	CSR - RECREATION SUPPLIES
		29.61	CSR - RECREATION SUPPLIES
		330.72	CSR - RECREATION SUPPLIES
		116.84	CSR - RECREATION SUPPLIES
		132.30	CSR - RECREATION SUPPLIES
		110.24	CSR - RECREATION SUPPLIES
		291.88 30.32	CSR - STAR UNIFORMS CSR - STAR UNIFORMS
		30.32 27.51	CSR - STAR UNIFORMS CSR - STAR SUPPLIES
		9.80	CSR - STAR SUPPLIES
		148.62	CSR - STAR SUPPLIES
		11.39	CSR - STAR SUPPLIES
		31.71	CSR - STAR SUPPLIES
		36.36	CSR - STAR SUPPLIES
		127.02	CSR - STAR SUPPLIES
		8.68	CSR - STAR SUPPLIES
		63.93	CSR - STAR SUPPLIES
		44.09 91.43	CSR - STAR SUPPLIES CSR - STAR SUPPLIES
		100.47	CSR - STAR SUPPLIES
		295.00	CSR - STAR SUPPLIES
		13.22	CSR - STAR SUPPLIES
		26.68	CSR - STAR SUPPLIES
		66.00	CSR - STAR SUPPLIES
		968.12	CSR - STAR SUPPLIES
		13.22	CSR - STAR SUPPLIES
		219.63	CSR - STAR SUPPLIES
		1,112.54 66.12	CSR - STAR SUPPLIES CSR - STAR SUPPLIES
		331.80	CSR - STAR SUPPLIES
			CSR - STAR SUPPLIES
			CSR - STAR SUPPLIES
			CSR - STAR SUPPLIES
		12.12	CSR - STAR SUPPLIES
		111.10	
		314.22	
		23.71	CSR - STAR SUPPLIES
		136.54	
		57.80 80.47	CSR - STAR SUPPLIES CSR - STAR SUPPLIES
		28.65	CSR - STAR SUPPLIES CSR - STAR SUPPLIES
		217.85	
		120.06	CSR - STAR SUPPLIES
		101.61	CSR - STAR SUPPLIES
		534.69	CSR - STAR SUPPLIES
		77.31	
		3,558.87	
		387.48	
		86.59 72 75	CSR - SUMMER CONCERT (8/11)
		12.13	CSR - SUMMER CONCERT (8/11)

Check Number	Vendor Name	Amount	Description
16681	AMERICAN EXPRESS	628.37	CSR - NIGHT MARKET
		122.34	CSR - EVENT @ THE POND
		24.23	CSR - PATHFINDERS SEMINAR SUPPLIES
		9.87	CSR - PATHFINDERS SEMINAR SUPPLIES
		59.90	CSR - PATHFINDERS REFRESHMENTS
		916.15	CSR - SPORTS AWARDS
		210.70	CSR - 1660 ADULT REC SUPPLIES (WE)
		206.11	CSR - FACILITY SUPPLIES
		18.73	AS - OFFICE SUPPLIES
		362.72	AS - OFFICE SUPPLIES
		21.93 12.68	AS - OFFICE SUPPLIES AS - OFFICE SUPPLIES
		114.14	AS - OFFICE SUPPLIES
		262.75	AS - OFFICE SUPPLIES
		59.10	AS - OFFICE SUPPLIES
		31.97	HR - OFFICE SUPPLIES
		33.06	HR - OFFICE SUPPLIES
		10.20	HR - OFFICE SUPPLIES
		124.14	HR - OFFICE SUPPLIES
		61.99	HR - OFFICE SUPPLIES
		-10.75	HR - OFFICE SUPPLIES (CREDIT)
		700.00	HR - CAUGHT IN THE ACT OF EXCELLENCE
		54.75	PS - OFFICE SUPPLIES
		12.67	PS - OFFICE SUPPLIES
		113.34	PS - OFFICE SUPPLIES
		18.68	PS - OFFICE SUPPLIES
		30.03	PS - OFFICE SUPPLIES
		79.55	PS - OFFICE SUPPLIES
		14.32	PS - OFFICE SUPPLIES
		25.74	PS - OFFICE SUPPLIES
		52.44	PS - OFFICE SUPPLIES
		37.47 53.97	PS - OFFICE SUPPLIES
		92.18	PS - OFFICE SUPPLIES PS - OFFICE SUPPLIES
		6.60	PS - OFFICE SUPPLIES
		44.68	PS - OFFICE SUPPLIES
		21.98	PS - OFFICE SUPPLIES
		3.82	PS - OFFICE SUPPLIES
		59.17	PS - OFFICE SUPPLIES
		33.06	PS - OFFICE SUPPLIES
		15.41	PS - OFFICE SUPPLIES
		33.03	PS - OFFICE SUPPLIES
		13.21	PS - OFFICE SUPPLIES
		17.63	PS - OFFICE SUPPLIES
		40.78	PS - OFFICE SUPPLIES
		-22.54	PS - OFFICE SUPPLIES (CREDIT)
		-33.06	PS - OFFICE SUPPLIES (CREDIT)
		-10.69	PS - OFFICE SUPPLIES (CREDIT)
		-9.91	PS - OFFICE SUPPLIES (CREDIT)
		-15.42	
		-13.21 -50.70	PS - OFFICE SUPPLIES (CREDIT) PS - OFFICE SUPPLIES (CREDIT)
		-50.70 88.36	FIN - OFFICE SUPPLIES
		9.90	FIN - OFFICE SUPPLIES
		126.22	FIN - OFFICE SUPPLIES
		20.67	FIN - OFFICE SUPPLIES
		41.40	FIN - OFFICE SUPPLIES
		41.40	FIN - OFFICE SUPPLIES
		15.20	FIN - OFFICE SUPPLIES
		21.77	FIN - OFFICE SUPPLIES

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Check Number	Vendor Name	Amount	Description
16681	AMERICAN EXPRESS	18.68	FIN - OFFICE SUPPLIES
		19.45	FIN - OFFICE SUPPLIES
		11.12	FIN - OFFICE SUPPLIES
		45.89	FIN - OFFICE SUPPLIES
		5.24	FIN - OFFICE SUPPLIES
		2.39	FIN - OFFICE SUPPLIES
		7.71	
		-2.04 -198.18	FIN - OFFICE SUPPLIES (CREDIT) FIN - OFFICE SUPPLIES (CREDIT)
		-198.18	FIN - OFFICE SUPPLIES (CREDIT)
		42.99	CM - OFFICE SUPPLIES
		88.08	CM - OFFICE SUPPLIES
		198.02	CP - BACK TO SCHOOL EVENT
		20.44	CP - COMMISSIONER'S APPRECIATION DINNER
		791.65	CP - COMMISSIONER'S APPRECIATION DINNER
		26.43	CP - COMMISSIONER'S APPRECIATION DINNER
		106.58	CP - COMMISSIONER'S APPRECIATION DINNER
		7.44	CP - COMMISSIONER'S APPRECIATION DINNER
		31.88	CP - COMMISSIONER'S APPRECIATION DINNER
		10.56	
		81.56 29.70	CP - COMMISSIONER'S APPRECIATION DINNER CP - COMMISSIONER'S APPRECIATION DINNER
		29.70	CP - COMMISSIONER'S APPRECIATION DINNER
		9.87	CP - COMMISSIONER'S APPRECIATION DINNER
		11.92	CP - COMMISSIONER'S APPRECIATION DINNER
		112.38	CP - COMMISSIONER'S APPRECIATION DINNER
		71.63	CP - COMMISSIONER'S APPRECIATION DINNER
		235.86	CP - COMMISSIONER'S APPRECIATION DINNER
		22.03	CP - COMMISSIONER'S APPRECIATION DINNER
		193.92	CP - COMMISSIONER'S APPRECIATION DINNER
		145.44	CP - COMMISSIONER'S APPRECIATION DINNER
		17.62	CP - SENIOR THANKSGIVING DINNER
		40.31	CP - SENIOR THANKSGIVING DINNER
		350.25	CP - SENIOR THANKSGIVING DINNER
		92.25 806.80	CP - SENIOR THANKSGIVING DINNER PW - HOUSEHOLD SUPPLIES
		13.22	PW - FACILITY MNTC SUPPLIES
		10.33	PW - FACILITY MNTC SUPPLIES
		26.17	PW - FACILITY MNTC SUPPLIES
		11.68	PW - FACILITY MNTC SUPPLIES
		36.37	PW - FACILITY MNTC SUPPLIES
		9.89	CSR - FACILITY SUPPLIES
		8.20	PS - EQUIPMENT MNTC SUPPLIES
		8.81	
		23.78	PL - OFFICE SUPPLIES
		109.31	PL - OFFICE SUPPLIES
		27.55	PL - OFFICE SUPPLIES
16730		12.66	
16739		77.10 38.82	
		230.96	CSR - STAR SUPPLIES CSR - STAR SUPPLIES
		79.35	CSR - STAR SUPPLIES
		102.39	CSR - STAR SUPPLIES
		-26.45	CSR - STAR SUPPLIES (CREDIT)
		-26.45	
		-26.45	CSR - STAR SUPPLIES (CREDIT)
		79.36	CSR - STAR SUPPLIES
		258.82	
		198.42	
		24.24	CSR - STAR SUPPLIES

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Check Number	Vendor Name	Amount	Description
16739	AMERICAN EXPRESS	148.88	CSR - STAR SUPPLIES
		539.17	CSR - STAR SUPPLIES
		86.45	CSR - STAR SUPPLIES
		46.28	CSR - STAR SUPPLIES
		92.56	CSR - STAR SUPPLIES
		78.16	CSR - STAR SUPPLIES
		122.52	CSR - STAR SUPPLIES
		55.11	CSR - STAR SUPPLIES
		37.35	CSR - STAR SUPPLIES
		222.46	CSR - STAR SUPPLIES
		120.84	CSR - STAR SUPPLIES
		20.64 57.69	CSR - STAR SUPPLIES CSR - STAR SUPPLIES
		151.90	CSR - STAR SUPPLIES
		49.44	CSR - STAR SUPPLIES
		31.56	CSR - STAR SUPPLIES
		777.40	CSR - STAR SUPPLIES
		369.95	CSR - STAR SUPPLIES
		52.50	CSR - STAR SUPPLIES
		62.35	CSR - STAR SUPPLIES
		59.08	CSR - STAR SUPPLIES
		97.29	CSR - STAR SUPPLIES
		249.95	CSR - STAR SUPPLIES
		18.73	CSR - STAR SUPPLIES
		55.62	CSR - STAR SUPPLIES
		216.72	CSR - STAR SUPPLIES
		18.71	CSR - STAR SUPPLIES
		6.60	CSR - STAR SUPPLIES
		697.08	CSR - STAR SUPPLIES
		71.34	CSR - STAR SUPPLIES
		12.13	CSR - STAR SUPPLIES
		44.09	CSR - STAR SUPPLIES
		62.78	CSR - STAR SUPPLIES
		5.50	CSR - STAR SUPPLIES
		148.01	CSR - STAR SUPPLIES
		45.18	CSR - STAR SUPPLIES
		117.29 467.70	CSR - STAR SUPPLIES CSR - STAR SUPPLIES
		407.70	CSR - STAR SUPPLIES
		426.02	CSR - STAR SUPPLIES
		58.94	CSR - STAR SUPPLIES
		73.25	CSR - STAR SUPPLIES
		44.90	CSR - STAR SUPPLIES
		182.96	CSR - STAR SUPPLIES
		75.50	CSR - STAR SUPPLIES
		72.62	CSR - STAR SUPPLIES
		60.99	CSR - STAR SUPPLIES
		15.69	CSR - STAR SUPPLIES
		19.79	CSR - STAR SUPPLIES
		131.63	CSR - STAR SUPPLIES
		124.90	CSR - RECREATION SUPPLIES
		65.04	CSR - RECREATION SUPPLIES
		41.88	CSR - RECREATION SUPPLIES
		43.76	CSR - RECREATION SUPPLIES
		264.54	CSR - RECREATION SUPPLIES
		119.00	CSR - RECREATION SUPPLIES
		69.62	CSR - RECREATION SUPPLIES
		63.92	CSR - RECREATION SUPPLIES
		74.71	CSR - RECREATION SUPPLIES
		52.85	CSR - RECREATION SUPPLIES

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Check Number	Vendor Name	Amount	Description
16739	AMERICAN EXPRESS	65.32	PS - OFFICE SUPPLIES
		7.71	PS - OFFICE SUPPLIES
		7.71	PS - OFFICE SUPPLIES
		11.00	PS - OFFICE SUPPLIES
		6.98	PS - OFFICE SUPPLIES
		33.23	PS - OFFICE SUPPLIES
		27.45	PS - OFFICE SUPPLIES
		13.99	PS - OFFICE SUPPLIES
		129.65	PS - OFFICE SUPPLIES
		9.36	PS - OFFICE SUPPLIES
		9.50	PS - OFFICE SUPPLIES
		22.02	CSR - ENP EVENT SUPPLIES
		43.39	CSR - ENP EVENT SUPPLIES
		109.08	CSR - ENP EVENT SUPPLIES
		135.56	CSR - ENP EVENT SUPPLIES
		189.55	CSR - ENP EVENT SUPPLIES
		88.35	CSR - ENP EVENT SUPPLIES
		120.95	CSR - ENP EVENT SUPPLIES
		87.66	CSR - ENP EVENT SUPPLIES
		212.68	CSR - ENP SUPPLIES
		185.16	CSR - ENP SUPPLIES
		477.96	CSR - ENP SUPPLIES
		21.76	CSR - EQUIPMENT MNTC SUPPLIES
		145.03	CSR - EQUIPMENT MNTC SUPPLIES
		44.62	CSR - EQUIPMENT MNTC SUPPLIES
		101.40	CSR - EQUIPMENT MNTC SUPPLIES
		242.52	CSR - FACILITY SUPPLIES
		51.24	CSR - FACILITY SUPPLIES
		73.45	
		13.22 27.54	FIN - OFFICE SUPPLIES FIN - OFFICE SUPPLIES
		32.58	FIN - OFFICE SUPPLIES
		10.91	FIN - OFFICE SUPPLIES
		9.88	FIN - OFFICE SUPPLIES
		85.80	FIN - OFFICE SUPPLIES
		61.02	HR - OFFICE SUPPLIES
		24.74	HR - OFFICE SUPPLIES
		27.96	HR - OFFICE SUPPLIES
		31.66	HR - OFFICE SUPPLIES
		71.66	HR - OFFICE SUPPLIES
			HR - OFFICE SUPPLIES
		71.65	HR - OFFICE SUPPLIES
		103.80	HR - OFFICE SUPPLIES
		407.69	HR - OFFICE SUPPLIES
		28.62	
		33.73	HR - OFFICE SUPPLIES
		-61.99	HR - OFFICE SUPPLIES (CREDIT)
		28.33	AS - OFFICE SUPPLIES
		19.83	AS - OFFICE SUPPLIES
		21.93	AS - OFFICE SUPPLIES
		9.91	PL - OFFICE SUPPLIES
		100.60	PL - OFFICE SUPPLIES
		33.71	PL - OFFICE SUPPLIES
		34.56	
		38.58	
		240.09	PW - FACILITY MNTC SUPPLIES
		6.15 34.51	PW - FACILITY MNTC SUPPLIES
		34.51 158 74	PW - FACILITY MNTC SUPPLIES
		158.74 138.34	PW - LANDSCAPE MNTC SUPPLIES PW - LANDSCAPE MNTC SUPPLIES
		150.54	

Check Number	Vendor Name	Amount	Description
16739	AMERICAN EXPRESS	-120.16	PW - LANDSCAPE MNTC SUPPLIES (CREDIT)
		153.03	HR - EMPLOYEE HEALTH FAIR
		594.19	CSR - RECREATION SUPPLIES
		27.66	CSR - RECREATION SUPPLIES
		85.95	CSR - RECREATION SUPPLIES
		87.68	CSR - RECREATION SUPPLIES
		98.12	PW - AWWA TRAINING MATERIALS
		91.45 169.68	PW - AWWA TRAINING MATERIALS PS - EQUIPMENT MNTC SVCS
		97.05	CSR - PATHFINDERS SEMINAR SUPPLIES
		47.31	
		173.56	CSR - PATHFINDERS EXCURSION SUPPLIES
		8.81	CSR - PEP SUPPLIES
		198.44	CSR - PEP SUPPLIES
		667.38	CSR - PEP SUPPLIES
		506.05	CSR - RECREATION SUPPLIES
		39.64	CP - SENIOR THANKSGIVING DINNER
		231.48	CSR - SANTA SNOWFEST EVENT
		105.58	CM - OFFICE SUPPLIES
		15.89	CM - OFFICE SUPPLIES
	Vendor Tota	<u>800.00</u> 39,742.36	HR - CAUGHT IN THE ACT OF EXCELLENCE
331277	APROLLC	1,299.76	WTR DEP REF - 7511 ROSECRANS
001211	Vendor Tota	1,299.76	
330866	ARAMARK UNIFORM SERVICES, INC.	221.95	CSR - LAUNDRY SVCS (9/13)
330968		227.90	CSR - LAUNDRY SVCS (9/27)
331142		229.67	CSR - LAUNDRY SVCS (10/11)
	Vendor Tota	679.52	
330917	ARTE JIMENEZ STUDIO	800.00	PS - PUBLIC SAFETY EXPO (10/14)
	Vendor Tota	800.00	
331078	ARTESIA FERTILIZER	73.00	PW - LANDSCAPE MNTC SUPPLIES
	Vendor Tota	73.00	
330936	AT & T	122.34	GEN - COM CTR INTERNET (10/23)
331015		85.60	GEN - SPLASH PAD INTERNET (9/23)
331109		53.50	GEN - PARAMOUNT POOL INTERNET (10/23)
	Vendor Tota	261.44	
331016	ATHENS SERVICES	105.44	PL - TRASH COLLECTION (16305 HUNSAKER)
	Vendor Tota	105.44	
330867	AZTECA PARTY RENTALS, INC	2,170.00	CSR - HALLOWEEN HOOTENANNY EVENT
	Vendor Tota	2,170.00	
330810	BACKFLOW APPARATUS & VALVE	1,334.03	PW - WATER OPER MNTC SUPPLIES
		1,334.03	PW - WATER OPER MNTC SUPPLIES
331211		1,637.76	PW - WATER OPER MNTC SUPPLIES
	Vendor Tota	4,305.82	
331212	BARR COMMERCIAL DOOR REPAIR	2,375.33	PW - FACILITY MNTC SVCS
	Vendor Tota	2,375.33	
331213	BATTERY RECYCLER	348.16	PW - SUSTAINABILITY SUPPLIES
	Vendor Tota	348.16	
330980	BEIGHTON, DAVE	1,050.00	PS - DETECTIVE SPECIALIST (9/23 - 10/6)
331180		2,300.00	PS - DETECTIVE SPECIALIST (10/7-10/20)
		-	

331143 BIOMETRICSALL, INC 985.75 HR - FINGERPRINTING SVCS (9/23) 31714 BLUE DIAMOND MATERIALS 463.05 PW - STREET MNTC SUPPLIES 330981 BLUE DIAMOND MATERIALS 463.05 PW - STREET MNTC SUPPLIES 330981 Wendor Tota 2314.15 CSR - COM CTR CREDENZA (1) 331144 BORRAYO, CYNTHIA M 150.00 FACILITY DEPOSIT REFUND (BORRAYO 8166) 330986 BRAVO SIGN & DESIGN INC 3875.00 CSR - PARK SIGNAGE REPLACEMENT (5) 330866 BRAVO CONTRILIO, MIRIAM 1170.00 CSR - ADULT RECREATION EVENT (9/15-WE) 330867 Wendor Tota 3875.00 CSR - OFFICIAL FEC (SOFTBALL) - 9/22 330893 BROWN, COBY 300.00 CSR - OFFICIAL FEC (SOFTBALL) - 9/22 331017 Wendor Tota 990.00 CSR - OFFICIAL FEC (SOFTBALL) - 9/22 330011 BUCKNAM & ASSOCIATES, INC 3990.00 PW - WATER DEPT ORG REVIEW (9/23) 331017 Wendor Tota 991.02 PW - WATER DEPT ORG REVIEW (9/23) 331018 Undor Tota 991.02 PW - WATER DEPT ORG REVIEW (9/23) 331181 BUDILO CONSTRUCT	Check Number	Vendor Name	Amount	Description
331214 BLUE DIAMOND MATERIALS Vendor Tota 463.05 PW - STREET MNTC SUPPLIES 330981 BLUESPACE MITERIORS 2.314.15 CSR - COM CTR CREDENZA (1) 331144 BORRAYO, CVNTHA M 150.00 FACILITY DEPOSIT REFUND (BORRAYO B166) 330868 BRAVO SIGN & DESIGN INC 3.875.00 CSR - PARK SIGNAGE REPLACEMENT (5) 330868 BRAVO SIGN & DESIGN INC 3.875.00 CSR - ADULT RECREATION EVENT (9/15-WE) 330869 BRICIO CALVILLO, MIRIAM 1.170.00 CSR - APLIT RECREATION EVENT (9/15-WE) 330883 BROWN, COBY 300.00 CSR - OFFICIAL FEE (SOFTBALL) - 9/22 330107 Vendor Tota 900.00 CSR - OFFICIAL FEE (SOFTBALL) - 9/22 330117 BUCKNAM & ASSOCIATES, INC 3.120.00 CSR - OFFICIAL FEE (SOFTBALL) - 9/22 331181 BULDLC CONSTRUCTION, INC 981.02 PW - WATER DEPT ORG REVIEW (9/23) 331110 BULDLC CONSTRUCTION, INC 981.02 PW - WATER OPER MINTC SUPPLIES Vendor Tota 198.44 PS - HOME SECURITY REBATE PROGRAM 331110 BULDL CONSTRUCTION, INC 981.02 PW - WATER OPER MINTC SUPPLIES <	331143	BIOMETRICS4ALL, INC	585.75	HR - FINGERPRINTING SVCS (9/23)
Vendor Tota 463.05 330981 BLUESPACE INTERIORS 2.314.15 CSR - COM CTR CREDENZA (1) 331144 BORRAYO, CYNTHIA M 150.00 FACILITY DEPOSIT REFUND (BORRAYO 8166) 331986 BRAVO SICON KO 3.875.00 CSR - PARK SIGNAGE REPLACEMENT (6) 330987 BRAVO SICO ALVILLO, MIRIAM 1.170.00 CSR - ADULT RECREATION EVENT (9/15-WE) 3309889 BRICIO CALVILLO, MIRIAM 1.170.00 CSR - OFFICIAL FEE (SOFTBALL) - 9/22 330989 BROWN, COBY 300.00 CSR - OFFICIAL FEE (SOFTBALL) - 9/22 33017 BUCKNAM & ASSOCIATES, INC 3.120.00 PW - WATER DEVELOPMENT PROGRAM 331181 Vendor Tota 3.960.00 CSR - OFFICIAL FEE (SOFTBALL) - 9/22 33017 BUCKNAM & ASSOCIATES, INC 3.120.00 PW - WATER DEVELOPMENT PROGRAM 331181 Vendor Tota 3.960.00 PW - WATER DEVELOPMENT PROGRAM 331181 BUSTOS, MELISSA A 198.44 PS - HOME SECURITY REBATE PROGRAM 331110 BUSTOS, MELISSA A 198.44 PS - HOME SECURITY REBATE PROGRAM 331182 CALIFORNIA BUILLISS A 198.44		- Vendor Tota	585.75	
330891 BLUESPACE INTERIORS 2.314.15 CSR - COM CTR CREDENZA (1) 331144 BORRAYO, CYNTHA M 150.00 FACILITY DEPOSIT REFUND (BORRAYO 8166) 330868 BRAVO SIGN & DESIGN INC 3.875.00 CSR - PARK SIGNAGE REPLACEMENT (5) 330869 BRCIO CALVILLO, MIRIAM 1.170.00 CSR - ADULT RECREATION EVENT (9/15-WE) 330869 BRCIO CALVILLO, MIRIAM 1.170.00 CSR - OFFICIAL FEE (SOFTBALL) - 9/22 330889 BROWN, COBY 300.00 CSR - OFFICIAL FEE (SOFTBALL) - 9/22 330893 BROWN, COBY 300.00 CSR - OFFICIAL FEE (SOFTBALL) - 9/22 330107 SUCKNAM & ASSOCIATES, INC 3.120.00 PW - WATER DEVELOPMENT PROGRAM 331181 Vendor Tota 3.900.00 CSR - OFFICIAL FEE (SOFTBALL) - 9/22 330117 BUCKNAM & ASSOCIATES, INC 3.120.00 PW - WATER DEVELOPMENT PROGRAM 331181 Vendor Tota 7.080.00 PW - WATER OPER MINTC SUPPLIES 331110 BUGTO, MA CONSTRUCTION, INC 981.02 PW - HER OPER MINT SUPPLIES 331110 BUGTO, MA CONSTRUCTION, INC 981.02 PW - HOME SECURITY REBATE PROGRAM	331214	BLUE DIAMOND MATERIALS	463.05	PW - STREET MNTC SUPPLIES
Vendor Tota 2,314.15 331144 BORRAYO, CYNTHIA M 150.00 FACILITY DEPOSIT REFUND (BORRAYO 8166) 330868 BRAVO SIGN & DESIGN INC 3.875.00 CSR - PARK SIGNAGE REPLACEMENT (5) 330869 BRICIO CALVILLO, MIRIAM 1.170.00 CSR - ADULT RECREATION EVENT (9/15-WE) 330893 BROWN, COBY 300.00 CSR - OFFICIAL FEE (SOFTBALL) - 9/22 33017 Vendor Tota 1.670.00 CSR - OFFICIAL FEE (SOFTBALL) - 9/22 33017 BUCKNAM & ASSOCIATES, INC 3.120.00 PW - WATER DEVELOPMENT PROGRAM 331181 Vendor Tota 3.980.00 PW - WATER DEVELOPMENT PROGRAM 331181 Vendor Tota 3.980.00 PW - WATER DEVELOPMENT PROGRAM 331181 Vendor Tota 3.980.00 PW - WATER DEVELOPMENT PROGRAM 331181 Vendor Tota 981.02 PW - WATER DEVELOPMENT PROGRAM 331182 CALIFORNIA BUILDING STANDARDS 607.50 REMITANCE SB1473 (7/23-9/23) 461.73 CALIFORNIA POLICE ACTIVITIES 8,550.00 PS - VAL EXCURSION (10/23) Vendor Tota 407.50 REMITANCE SB1473 (7/23-9/23) 67		- Vendor Tota	463.05	
331144 BORRAYO, CYNTHIA M 100.00 FACILITY DEPOSIT REFUND (BORRAYO 8166) 33086 DRAYO SIGN & DESIGN INC 3.875.00 CSR - PARK SIGNAGE REPLACEMENT (5) 330869 BRICIO CALVILLO, MIRIAM 1.170.00 CSR - ADULT RECREATION EVENT (9/15-WE) 330869 DROWN, COBY 300.00 CSR - OFFICIAL FEE (SOFTBALL) - 9/22 330893 BROWN, COBY 300.00 CSR - OFFICIAL FEE (SOFTBALL) - 9/22 330893 BROWN, COBY 300.00 CSR - OFFICIAL FEE (SOFTBALL) - 9/22 330893 BROWN, COBY 300.00 CSR - OFFICIAL FEE (SOFTBALL) - 9/22 33111 BUCKNAM & ASSOCIATES, INC 3120.00 PW - WATER DEVELOPMENT PROGRAM 331181 Yendor Tota 3120.00 PW - WATER DEVELOPMENT PROGRAM 331110 BUDILC CONSTRUCTION, INC 981.02 PW - WATER OPER MNTC SUPPLIES Vendor Tota 981.02 PW - WATER OPER MNTC SUPPLIES Vendor Tota 198.44 PS - HOME SECURITY REBATE PROGRAM 331110 BUJDLIC CONSTRUCTION, INC 981.02 Vendor Tota 198.44 PS - HOME SECURITY REBATE PROGRAM 331	330981	BLUESPACE INTERIORS	2,314.15	CSR - COM CTR CREDENZA (1)
Vendor Tota 150.00 330868 BRAVO SIGN & DESIGN INC Vendor Tota 3.875.00 CSR - PARK SIGNAGE REPLACEMENT (6) 330869 BRICIO CALVILLO, MIRIAM 1.170.00 CSR - ADULT RECREATION EVENT (9/15-WE) 500.00 330883 BROWN, COBY 300.00 CSR - OFFICIAL FEE (SOFTBALL) - 9/22 300.00 330883 BROWN, COBY 300.00 CSR - OFFICIAL FEE (SOFTBALL) - 9/22 300.00 33017 BUCKNAM & ASSOCIATES, INC Vendor Tota 31200 PW - WATER DEVELOPMENT PROGRAM 331017 331017 BUCKNAM & ASSOCIATES, INC Vendor Tota 31200 PW - WATER DEVELOPMENT PROGRAM 331017 331017 BUCKNAM & ASSOCIATES, INC Vendor Tota 31200 PW - WATER DEVELOPMENT PROGRAM 331017 331017 BUDILO CONSTRUCTION, INC Vendor Tota 391.02 PW - WATER OPER MNTC SUPPLIES Vendor Tota 991.02 PW - WATER OPER MNTC SUPPLIES 31127 Vendor Tota 991.02 PW - WATER OPER MNTC SUPPLIES Vendor Tota 991.02 PW - WATER OPER MNTC SUPPLIES Vendor Tota 198.44 PS - HOME SECURITY REBATE PROGRAM 331110 S11276 S1110 CALIFORNIA PUBLIC EMPLOYES'		Vendor Tota	2,314.15	
330868 BRAVO SIGN & DESIGN INC Vendor Tota 3.875.00 3.875.00 CSR - PARK SIGNAGE REPLACEMENT (5) 330869 BRICIO CALVILLO, MIRIAM Vendor Tota 1.170.00 CSR - ADULT RECREATION EVENT (9/15-WE) 500.00 CP - HAY TREE EVENT (9/21) 330863 BROWN, COBY 300.00 CSR - OFFICIAL FEE (SOFTBALL) - 9/22 300.00 CSR - OFFICIAL FEE (SOFTBALL) - 9/29 300.00 331017 BUCKNAM & ASSOCIATES, INC Vendor Tota 3.120.00 PW - WATER DEVELOPMENT PROGRAM 3.980.00 331117 BUCKNAM & ASSOCIATES, INC Vendor Tota 3.120.00 PW - WATER DEVELOPMENT PROGRAM 981.02 331117 BUCKNAM & ASSOCIATES, INC Vendor Tota 3.120.00 PW - WATER DEPT ORG REVIEW (9/23) 331110 BUDILO CONSTRUCTION, INC Vendor Tota 981.02 PW - WATER DEPT ORG REVIEW (9/23) 331110 BUDILO CONSTRUCTION, INC Vendor Tota 981.02 PW - WATER DEPT ORG RAM Vendor Tota 331112 CALFORNIA BUILDING STANDARDS 607.50 REMITTANCE SBI473 (7/23-9/23) ADMIN FEE S	331144	BORRAYO, CYNTHIA M	150.00	FACILITY DEPOSIT REFUND (BORRAYO 8166)
Vendor Tota 3,875.00 330869 BRICIC CALVILLO, MIRIAM 1,170.00 CSR - ADULT RECREATION EVENT (9/15-WE) 330869 Vendor Tota 1,670.00 CSR - OFFICIAL FEE (SOFTBALL) - 9/22 3300893 BROWN, COBY 300.00 CSR - OFFICIAL FEE (SOFTBALL) - 9/22 300.00 CSR - OFFICIAL FEE (SOFTBALL) - 9/22 300.00 CSR - OFFICIAL FEE (SOFTBALL) - 9/29 331017 BUCKNAM & ASSOCIATES, INC 300.00 PW - WATER DEVELOPMENT PROGRAM 331111 Vendor Tota 3,980.00 PW - WATER DEVELOPMENT PROGRAM 331110 BUDIC CONSTRUCTION, INC 981.02 PS - HOME SECURITY REBATE PROGRAM Vendor Tota 198.44 PS - HOME SECURITY REBATE PROGRAM 33112 CALTOS BINGO SUPPLY, INC 461.73 Vendor Tota 198.44 33112 CALIFORNIA BUILDING STANDARDS 607.50 331111 CALIFORNIA POLICE ACTIVITIES 8.550.00 Vendor Tota 495.717 Vendor Tota 607.50 16691 CALIFORNIA POLICE ACTIVITIES 43.924.11 Vendor Tota 166		Vendor Tota	150.00	
330869 BRICIO CALVILLO, MIRIAM 1,70.00 CSR - ADULT RECREATION EVENT (9/15-WE) 330869 Vendor Tota 1,670.00 CSR - ADULT RECREATION EVENT (9/15-WE) 330893 BROWN, COBY 300.00 CSR - OFFICIAL FEE (SOFTBALL) - 9/22 33017 BUCKNAM & ASSOCIATES, INC 3,120.00 PW - WATER DEVELOPMENT PROGRAM 331181 Vendor Tota 3,900.00 PW - WATER DEVELOPMENT PROGRAM 331181 Vendor Tota 3,900.00 PW - WATER DEVELOPMENT PROGRAM 331181 Vendor Tota 981.02 PW - WATER DEVELOPMENT PROGRAM 331110 BUSTOS, MELISSA A 198.44 PS - HOME SECURITY REBATE PROGRAM 331182 CACTUS BINGO SUPPLY, INC 461.73 CSR - BINGO SUPPLIES 331182 CALIFORNIA BUILDING STANDARDS 607.50 REMITTANCE SB1473 (7/23-9/23) 301111 CALIFORNIA PUBLIC EMPLOYEES' 43.957.17 PERS RETIREMENT - PPE 9/22 16690 CALIFORNIA PUBLIC EMPLOYEES' 43.957.17 PERS RETIREMENT - PPE 9/22 16691 CALIFORNIA PUBLIC EMPLOYEES' 33.9001 PERS RETIREMENT - PPE 9/22 16692 <td< td=""><td>330868</td><td>BRAVO SIGN & DESIGN INC</td><td>3,875.00</td><td>CSR - PARK SIGNAGE REPLACEMENT (5)</td></td<>	330868	BRAVO SIGN & DESIGN INC	3,875.00	CSR - PARK SIGNAGE REPLACEMENT (5)
S00.00 CP - HAY TREE EVENT (9/21) 300893 BROWN, COBY 300.00 CSR - OFFICIAL FEE (SOFTBALL) - 9/22 300893 BROWN, COBY 300.00 CSR - OFFICIAL FEE (SOFTBALL) - 9/22 30117 BUCKNAM & ASSOCIATES, INC 3.120.00 PW - WATER DEVELOPMENT PROGRAM 31181 Vendor Tota 900.00 PW - WATER DEVELOPMENT PROGRAM 33181 Vendor Tota 981.02 PW - WATER DEVELOPMENT PROGRAM 330811 BUDILO CONSTRUCTION, INC 981.02 PW - WATER OPER MNTC SUPPLIES 33110 Vendor Tota 981.02 PW - WATER OPER MNTC SUPPLIES 331110 BUSTOS, MELISSA A 198.44 PS - HOME SECURITY REBATE PROGRAM 331182 CACTUS BINGO SUPPLY, INC 461.73 CREMITTANCE SB1473 (7/23-9/23) 30111 CALIFORNIA BUILDING STANDARDS 607.50 ADMIN FEE SB1473 (7/23-9/23) 31111 CALIFORNIA POLICE ACTIVITIES 8,550.00 PS - YAL EXCURSION (10/23) Vendor Tota 8,550.00 PS - YAL EXCURSION (10/23) 67.50 16690 CALIFORNIA PUBLIC EMPLOYEES' 43,987.17 PERS RETIREMENT PE 9/22		Vendor Tota	3,875.00	
Vendor Tota 1,670.00 330893 BROWN, COBY 300.00 CSR - OFFICIAL FEE (SOFTBALL) - 9/22 3300.00 CSR - OFFICIAL FEE (SOFTBALL) - 9/22 300.00 331017 BUCKNAM & ASSOCIATES, INC 31200 331181 BUCKNAM & ASSOCIATES, INC 31200 331181 BUCKNAM & ASSOCIATES, INC 31200 330017 BUCKNAM & ASSOCIATES, INC 31200 330811 BUDLILO CONSTRUCTION, INC 981.02 Vendor Tota 981.02 PW - WATER OPER MNTC SUPPLIES Vendor Tota 198.44 PS - HOME SECURITY REBATE PROGRAM 331110 BUSTOS, MELISSA A 198.44 PS - HOME SECURITY REBATE PROGRAM Vendor Tota 198.44 PS - HOME SECURITY REBATE PROGRAM 331112 CACITIS BIGO SUPPLY, INC 461.73 Vendor Tota 607.50 ADMIN FEE SB1473 (7/23-9/23) 31111 CALIFORNIA BUILDING STANDARDS 607.50 ADMIN FEE SB1473 (7/23-9/23) 31111 CALIFORNIA POLICE ACTIVITIES 8,550.00 PS - YAL EXCURSION (10/23) Vendor Tota 8,550.00 PS - VAL EXCUR	330869	BRICIO CALVILLO, MIRIAM		
300.00 Vendor Tota CSR - OFFICAL FEE (SOFTBALL) - 9/29 (SR - OFFICAL FEE (SOFTBALL) - 10/6 331017 BUCKNAM & ASSOCIATES, INC 331181 3,120.00 Vendor Tota PW - WATER DEVELOPMENT PROGRAM 9,960.00 330811 BUDILO CONSTRUCTION, INC Vendor Tota 981.02 981.02 PW - WATER DEPT ORG REVIEW (9/23) 331110 BUSTOS, MELISSA A Vendor Tota 981.02 981.02 PW - WATER OPER MNTC SUPPLIES 331278 CACTUS BINOO SUPPLY, INC Vendor Tota 198.44 198.44 PS - HOME SECURITY REBATE PROGRAM 331182 CALLIFORNIA BUILDING STANDARDS Vendor Tota 607.50 67.50 467.50 CSR - BINGO SUPPLIES 331111 CALLIFORNIA PUBLIC ENTLOYEES' Vendor Tota 95 - YAL EXCURSION (10/23) ADMIN FEE SB1473 (7/23-9/23) ADMIN FEE SB1473 (7		- Vendor Tota		GF - HAT INCE EVENT (9/21)
Vendor Tota 300.00 CSR - OFFICIAL FEE (SOFTBALL) - 10/6 331017 BUCKNAM & ASSOCIATES, INC 3,120.00 900.00 331181 Wendor Tota 3,960.00 PW - WATER DEVELOPMENT PROGRAM 33081 BUDILO CONSTRUCTION, INC 981.02 PW - WATER OPER MNTC SUPPLIES 331110 BUSTOS, MELISSA A 198.44 PS - HOME SECURITY REBATE PROGRAM 331182 CACTUS BINGO SUPPLY, INC 461.73 CSR - BINGO SUPPLIES 331182 CALIFORNIA BUILDING STANDARDS 607.50 REMITTANCE SB1473 (7/23-9/23) 331111 CALIFORNIA POLICE ACTIVITIES 8,550.00 PS - YAL EXCURSION (10/23) Vendor Tota 607.50 ADMIN FEE SB1473 (7/23-9/23) ADMIN FEE SB1473 (7/23-9/23) 331111 CALIFORNIA POLICE ACTIVITIES 8,550.00 PS - YAL EXCURSION (10/23) Vendor Tota 607.50 ADMIN FEE SB1473 (7/23-9/23) ADMIN FEE SB1473 (7/23-9/23) 16690 CALIFORNIA PUBLIC EMPLOYEES' 3,390.01 PERS RETIREMENT - PPE 9/22 16691 CALIFORNIA PUBLIC EMPLOYEES' 43.957.17 PERS RETIREMENT - PPE 9/22 16692 S33.58	330893	BROWN, COBY	300.00	CSR - OFFICIAL FEE (SOFTBALL) - 9/22
Vendor Tota 900.00 331017 BUCKNAM & ASSOCIATES, INC 3,120.00 PW - WATER DEVELOPMENT PROGRAM 331181 Vendor Tota 3,960.00 PW - WATER DEPT ORG REVIEW (9/23) 330811 BUDILO CONSTRUCTION, INC 981.02 PW - WATER OPER MNTC SUPPLIES 330811 BUDILO CONSTRUCTION, INC 981.02 PW - WATER OPER MNTC SUPPLIES Vendor Tota 981.02 PW - WATER OPER MNTC SUPPLIES Vendor Tota 981.02 PW - WATER OPER MNTC SUPPLIES Vendor Tota 981.02 PS - HOME SECURITY REBATE PROGRAM 331278 CACTUS BINGO SUPPLY, INC 461.73 CSR - BINGO SUPPLIES Vendor Tota 461.73 CSR - BINGO SUPPLIES ADMIN FEE SB1473 (7/23-9/23) Vendor Tota 607.50 REMITTANCE SB1473 (7/23-9/23) ADMIN FEE SB1473 (7/23-9/23) Vendor Tota 8,550.00 PS - YAL EXCURSION (10/23) ADMIN FEE SB1473 (7/23-9/23) 16690 CALIFORNIA PUBLIC EMPLOYEES' 43,957.17 PERS RETIREMENT - PPE 9/22 16691 3.300.01 PERS RETIREMENT (9/23) PERS RETIREMENT - PPE 10/20 16693 53				
331017 BUCKNAM & ASSOCIATES, INC 3,120.00 PW - WATER DEVELOPMENT PROGRAM 33181 Vendor Tota 3,960.00 PW - WATER DEVELOPMENT PROGRAM 330811 BUDILO CONSTRUCTION, INC 981.02 PW - WATER OPER MNTC SUPPLIES 330811 BUSTOS, MELISSA A 198.44 PS - HOME SECURITY REBATE PROGRAM 331170 BUSTOS, MELISSA A 198.44 PS - HOME SECURITY REBATE PROGRAM 331182 CACTUS BINGO SUPPLY, INC 441.73 CSR - BINGO SUPPLIES Vendor Tota 461.73 CSR - BINGO SUPPLIES 461.73 331182 CALIFORNIA BUILDING STANDARDS 607.50 REMITTANCE SB1473 (7/23-9/23) 47.23-9/23) Vendor Tota 607.50 ADMIN FEE SB1473 (7/23-9/23) 47.50 ADMIN FEE SB1473 (7/23-9/23) 331111 CALIFORNIA POLICE ACTIVITIES 8,550.00 PS - YAL EXCURSION (10/23) 98.33 16690 CALIFORNIA PUBLIC EMPLOYEES' 43,957.17 PERS RETIREMENT - PPE 9/22 333001 PERS RETIREMENT - PPE 9/22 333001 PERS RETIREMENT - PPE 9/22 16693 533.58 PERS RETIREMENT - PPE 10/6 16756 42,922.47 <td< td=""><td></td><td>_</td><td></td><td>CSR - OFFICIAL FEE (SOFTBALL) - 10/6</td></td<>		_		CSR - OFFICIAL FEE (SOFTBALL) - 10/6
331181 3.960.00 PW - WATER DEPT ORG REVIEW (9/23) 330811 Vendor Tota 981.02 PW - WATER OPER MNTC SUPPLIES 330811 BUDILO CONSTRUCTION, INC 981.02 PW - WATER OPER MNTC SUPPLIES 33110 BUSTOS, MELISSA A 198.44 PS - HOME SECURITY REBATE PROGRAM 331178 CACTUS BINGO SUPPLY, INC 461.73 CSR - BINGO SUPPLIES Vendor Tota 461.73 CSR - BINGO SUPPLIES ADMIN FEE SB1473 (7/23-9/23) 331182 CALIFORNIA BUILDING STANDARDS 607.50 REMITTANCE SB1473 (7/23-9/23) Vendor Tota 607.50 ADMIN FEE SB1473 (7/23-9/23) -67.50 Vendor Tota 607.50 REMITTANCE SB1473 (7/23-9/23) -67.50 Vendor Tota 607.50 ADMIN FEE SB1473 (7/23-9/23) -67.50 Vendor Tota 605.50.00 PS - YAL EXCURSION (10/23) -67.50 Vendor Tota 8,550.00 PS - YAL EXCURSION (10/23) -67.50 16690 CALIFORNIA PUBLIC EMPLOYEES' 43,957.17 PERS RETIREMENT - PPE 9/22 -20.330.69 PERS RETIREMENT (9/23) 16692 CALIFORNIA PUBLIC EMPLOYES		Vendor Tota	900.00	
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330811 BUDILO CONSTRUCTION, INC 981.02 PW - WATER OPER MNTC SUPPLIES 331110 BUSTOS, MELISSA A 198.44 PS - HOME SECURITY REBATE PROGRAM 331110 BUSTOS, MELISSA A 198.44 PS - HOME SECURITY REBATE PROGRAM 331278 CACTUS BINGO SUPPLY, INC 461.73 CSR - BINGO SUPPLIES Vendor Tota 461.73 CSR - BINGO SUPPLIES ADMIN FEE SB1473 (7/23-9/23) 331182 CALIFORNIA BUILDING STANDARDS 607.50 REMITTANCE SB1473 (7/23-9/23) -67.50 ADMIN FEE SB1473 (7/23-9/23) -67.50 Vendor Tota 607.50 ADMIN FEE SB1473 (7/23-9/23) Vendor Tota 607.50 PS - YAL EXCURSION (10/23) Vendor Tota 8,550.00 PS - YAL EXCURSION (10/23) Vendor Tota 8,550.00 PS - YAL EXCURSION (10/23) 16699 CALIFORNIA POLICE ACTIVITIES 8,550.00 PS - YAL EXCURSION (10/23) 16690 CALIFORNIA PUBLIC EMPLOYEES' 43,924.81 PERS RETIREMENT - PPE 9/22 16691 533.58 PERS RETIREMENT - PPE 10/6 16756 16756 42,922.47 PERS RETIREMEN	331181	Vandar Tata	· · · · · · · · · · · · · · · · · · ·	PW - WATER DEPT ORG REVIEW (9/23)
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Vendor Tota 461.73 331182 CALIFORNIA BUILDING STANDARDS 607.50 REMITTANCE SB1473 (7/23-9/23) ADMIN FEE SB1473 (7/23-9/23) ADMIN FEE SB1473 (7/23-9/23) 331111 CALIFORNIA POLICE ACTIVITIES Vendor Tota 8,550.00 PS - YAL EXCURSION (10/23) 331111 CALIFORNIA POLICE ACTIVITIES Vendor Tota 8,550.00 PS - YAL EXCURSION (10/23) 16690 CALIFORNIA PUBLIC EMPLOYEES' 43,957.17 PERS RETIREMENT - PPE 9/22 16691 3,390.01 PERS RETIREMENT - PPE 9/22 920.330.69 16692 20,33.68 PERS RETIREMENT - PPE 9/22 16693 533.58 PERS RETIREMENT OPE 10/20 16730 43,924.81 PERS RETIREMENT - PPE 10/6 16756 945.82.42 PERS RETIREMENT PPE 10/20 16757 3,390.01 PERS RETIREMENT PPE 10/20 16758 19,719.13 PERS RETIREMENT (10/23) 16759 Vendor Tota 198,319.01 330778 CALPERS LONG-TERM CARE PROGRAM 59.42 CALPERS LTC - PPE 9/22 (AF) 330894 CAMPOS, MARCEL 2,500.00 CSR - NIGHT MARKET (10/6-WE)	224070			
331182 CALIFORNIA BUILDING STANDARDS 607.50 67.50 ADMIN FEE SB1473 (7/23-9/23) -67.50 ADMIN FEE SB1473 (7/23-9/23) -67.50 -75.7 -70.7 -	331270	-		CSR - BINGO SUPPLIES
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330894 CAMPOS, MARCEL 2,500.00 CSR - NIGHT MARKET (10/6-WE)	331200	_		CALPERS LTC - PPE 10/20 (AF)
		Vendor Tota	178.26	
Vendor Tota 2,500.00	330894	-		CSR - NIGHT MARKET (10/6-WE)
		Vendor Tota	2,500.00	

Check Number	Vendor Name	Amount	Description
331215	CANON FINANCIAL SERVICES, INC	436.37	FIN - COPIER LEASE (9/23)
		508.14	GEN - COPIER LEASE (9/23)
		411.16	PL - COPIER LEASE (9/23)
		103.22	
		867.68	
		457.22	PW - COPIER LEASE (9/23)
	Vendor Tota	2,783.79	
330870	CASA ADELITA	1,107.46	CSR - STAR SUPPLIES
	Vendor Tota	1,107.46	
331216	CATALINA CHANNEL EXPRESS	3,755.50	CSR - PATHFINDERS EXCURSION (11/18)
	Vendor Tota	3,755.50	
331217	CEBREROS, CHRISTINA	100.00	FACILITY DEPOSIT REFUND (CEBREROS 2662)
	Vendor Tota	100.00	
330812	CENTRAL BASIN MUNI WATER DIST	340,809.79	PW - PURCHASED WATER (8/23)
	Vendor Tota	340,809.79	
331145	CEREUS BLOOM LIFE COACHING	1,000.00	PS - YAL SUPPLIES
	Vendor Tota	1,000.00	
330937	CERVANTES, KAREN	139.46	PS - HOME SECURITY REBATE PROGRAM
	Vendor Tota	139.46	
331112	CHAVEZ, ARTURO	200.00	PS - HOME SECURITY REBATE PROGRAM
	Vendor Tota	200.00	
330918	CINDY'S JUMPERS, LLC	2,154.00	PS - PUBLIC SAFETY EXPO (10/14)
	Vendor Tota	2,154.00	
331079	CINTAS #053	58.95	PW - UNIFORM SVC (FACILITIES)
		39.88	PW - UNIFORM SVC (LANDSCAPE)
		94.72	PW - UNIFORM SVC (ROADS)
		23.65	PW - UNIFORM SVC (WTR PROD)
		25.50	PW - UNIFORM SVC (WTR DIST)
		24.26	PW - UNIFORM SVC (WTR CUST SVC)
		58.95	
		39.88 51.69	PW - UNIFORM SVC (LANDSCAPE) PW - UNIFORM SVC (ROADS)
		23.65	PW - UNIFORM SVC (WTR PROD)
		25.50	PW - UNIFORM SVC (WTR DIST)
		24.26	PW - UNIFORM SVC (WTR CUST SVC)
		58.95	PW - UNIFORM SVC (FACILITIES)
		39.88	PW - UNIFORM SVC (LANDSCAPE)
		30.18	PW - UNIFORM SVC (ROADS)
		23.65	PW - UNIFORM SVC (WTR PROD)
		25.50	PW - UNIFORM SVC (WTR DIST)
		24.26	PW - UNIFORM SVC (WTR CUST SVC)
		58.95	PW - UNIFORM SVC (FACILITIES)
		39.88	PW - UNIFORM SVC (LANDSCAPE)
		30.18	
		23.65	
		25.50 24.26	PW - UNIFORM SVC (WTR DIST) PW - UNIFORM SVC (WTR CUST SVC)
	Vendor Tota	895.73	
330919	CITY OF DOWNEY	185,753.50	PS - ANIMAL CONTROL SVCS (1/24 - 6/24)
331218		16,818.00	FIN - ANIMAL LICENSE SVCS (1724 - 0724)
001210	Vendor Tota		

Check Number	Vendor Name	Amount	Description
16682	CITY OF PARAMOUNT PAYROLL	1,688.46	NET PAYROLL - SPEC 9/29
16686		18,198.32	NET PAYROLL - SPEC 9/29
16699		973.74	NET PAYROLL - SPEC 10/5
16703		672.59	NET PAYROLL - SPEC 10/6
16717		356,999.16	NET PAYROLL - PPE 10/06
16732		75.30	NET PAYROLL - SPEC 10/16
16735		643.59	NET PAYROLL - SPEC 10/18
16740		359,390.90	NET PAYROLL - PPE 10/20
16742		329.41	NET PAYROLL - SPEC 10/25
16753		344.55	NET PAYROLL - SPEC 10/24
	Vendor Tota	739,316.02	
331146	COLORS PRINTING, INC	366.78	CSR - SENIOR NEWSLETTER (10/23)
001140	Vendor Tota	366.78	
331147	COMMERCIAL BUILDING MANAGEMENT	13,525.36	PW - JANITORIAL SVCS (9/23)
	Vendor Tota	13,525.36	
331113	CONTINENTAL INTERPRETING	100.00	CC - TRANSLATION SVCS (AGENDA-10/10)
331148	_	50.00	PL - TRANSLATION SVCS (PH - 11/1)
	Vendor Tota	150.00	
331041	COSTCO WHOLESALE	180.00	FIN - COSTCO MEMBERSHIP
	Vendor Tota	180.00	
331018	COTA, CLARISSA	700.00	CSR - YOGA INSTRUCTOR (9/23-WE)
	Vendor Tota	700.00	
331149	COUNTY OF LOS ANGELES	5,000.00	CIP - SPANE PARK STORMWATER CAPTURE
	Vendor Tota	5,000.00	
330813	COVER YOUR BRASS, LLC	1,984.50	PW - WATER OPER MNTC SUPPLIES
	_	992.25	PW - WATER OPER MNTC SUPPLIES
	Vendor Tota	2,976.75	
330807	CRAFTWATER ENGINEERING, INC	7,607.59	CIP - SPANE PK STORMWATER CAPTURE(6/23)
331219		21,488.22	CIP - SPANE PK STORMWATER CAPTURE
	Vendor Tota	29,095.81	
330839	D & S WINDOW COVERING, INC	271.01	PW - FACILITY MNTC SUPPLIES
	Vendor Tota	271.01	
331220	DANIELS, MONEMA	150.00	FACILITY DEPOSIT REFUND (DANIELS 8229)
	Vendor Tota	150.00	
330920	DANNY'S JUMPERS	850.00	PS - PUBLIC SAFETY EXPO (10/14)
	Vendor Tota	850.00	
331080	DATA TICKET, INC	5,983.68	PS - PARKING CITATION SVCS (9/23)
		630.65	PS - CODE ENF CITATION SVCS (9/23)
		204.00	PS - SPECTATOR CITATION SVCS (9/23)
		200.00	PS - NOISE DISTURBANCE SVCS (9/23)
	_	200.00	PS-SIDEWALK VENDOR CITATION SVCS(9/23)
	Vendor Tota	7,218.33	
330983	DAVIS, MICHAEL	300.00	CSR - ADAPTIVE RECREATION DANCE (10/19)
	Vendor Tota	300.00	
330779	DENNIS H. BOOTHE, INC	57.04	WTR DEP REF - 15557 PARAMOUNT
	Vendor Tota	57.04	

CITY OF PARAMOUNT FINAL CHECK REGISTER October 31, 2023

Pre-issue Checks

Check Number	Vendor Name	Amount	Description
331201	DEPT OF CONSERVATION	12,837.40	PL - SMI FEE (4/23 - 6/23)
			PL - SMI FEE (7/23 - 9/23)
			PL - SMI FEE (7/22 - 9/22)
			PL - SMI FEE (4/22 - 6/22)
	Vendor Tota	2.24 18,481.86	PL - SMI FEE (4/22 ADJ)
331150	DEPT OF JUSTICE	32.00	HR - FINGERPRINTING SVCS (9/23)
	Vendor Tota	32.00	
331279	DEZARN & ASSOCIATES	300.00	PL - APPRAISAL SVCS (16601 GARFIELD#406
		300.00	PL - APPRAISAL SVCS (16601 GARFIELD#320
		300.00	PL - APPRAISAL SVCS (16607GARFIELD#1908
	Vendor Tota	900.00	
330871	DIAL M PRODUCTIONS	600.00	CSR - HALLOWEEN HOOTENANNY EVENT
331081		600.00	CSR - HALLOWEEN HOOTENANNY EVENT
	Vendor Tota	1,200.00	
331019 331151	DIAMOND ENVIRONMENTAL SERVICES	922.87 314.95	PW - DILLS PARK RESTROOM (10/23) PW - SALUD PARK RESTROOM
551151	Vendor Tota	1,237.82	FW - SALOD FARK RESTROOM
330938	DIANA'S FLOWERS	875.00	CSR - HALLOWEEN HOOTENANNY
330969		660.00	CP - COMMISSIONER'S APPRECIATION DINNER
331221		992.25	CSR - ADAPTIVE RECREATION SUPPLIES10/19
	Vendor Tota	2,527.25	
330921	DIRECTV	95.99	PS - EOC SATELLITE SVCS (9/23)
	Vendor Tota	95.99	
330970	DISCOUNT SCHOOL SUPPLY	2,284.92	CSR - STAR SUPPLIES
331114		175.04	CSR - STAR SUPPLIES
	Vendor Tota	2,459.96	
330939	DJ CATRACHO ENTERTAINMENT, INC	780.00	CSR - HALLOWEEN HOOTENANNY
330984		500.00	PS - PUBLIC SAFETY EXPO (10/14)
	Vendor Tota	1,280.00	
330985	DOMINO'S PIZZA	105.00	CSR - ADAPTIVE RECREATION EVENT (9/21)
331222	Vendor Tota	325.00 430.00	CSR - HALLOWEEN HOOTENANNY EVENT
331082	DUNN EDWARDS PAINTS	157.76	PW - FACILTIY MNTC SUPPLIES
001002	Vendor Tota	157.76	
330971	E SOURCE COMPANIES LLC	2,700.00	PW - WATER AUDIT (2022)
	Vendor Tota	2,700.00	· · · /
331083	ECHO FIRE PROTECTION CO	165.95	PW - FACILITY MNTC SUPPLIES
	Vendor Tota	165.95	
16694	ELAVON, INC	467.59	GEN-CS CREDIT CARD TERMINAL SVCS (9/23)
16695		238.66	GEN-PL CREDIT CARD TERMINAL SVCS (9/23)
	Vendor Tota	706.25	

Check Number	Vendor Name	Amount	Description
16673	EMPLOYMENT DEVELOPMENT DEPT	14,091.09	STATE PAYROLL TAX - PPE 9/22
16683		46.84	STATE PAYROLL TAX - SPEC 9/29
16687		1,000.00	STATE PAYROLL TAX - SPEC 9/29
16700		8.56	STATE PAYROLL TAX - SPEC 10/5
16704		.45	STATE PAYROLL TAX - SPEC 10/6
16720		13,154.90	STATE PAYROLL TAX - PPE 10/6
16736		6.17	STATE PAYROLL TAX - SPEC 10/18
16745		13,700.49	STATE PAYROLL TAX - PPE 10/20
	Vendor Tota	42,008.50	
16675	EMPOWER TRUST COMPANY	18,002.96	FT DEF COMP 457 - PPE 9/22
16676		14,474.20	PT DEF COMP 457 - PPE 9/22
16677		1,996.82	DEF COMP 457 ROTH - PPE 9/22
16685		325.00	FT DEF COMP 457 - SPEC 9/29
16689		22,575.00	FT DEF COMP 457 - SPEC 9/29
16702		97.86	PT DEF COMP 457 - SPEC 10/5
16706		67.94	PT DEF COMP 457 - SPEC 10/6
16722		16,774.20	FT DEF COMP 457 - PPE 10/6
16723		14,574.87	PT DEF COMP 457 - PPE 10/6
16724		2,046.82	DEF COMP 457 ROTH - PPE 10/6
16734		12.40	PT DEF COMP 457 - SPEC 10/16
16738		67.19	PT DEF COMP 457 - SPEC 10/18
16744		39.64	PT DEF COMP 457 - SPEC 10/25
16747		16,437.83	FT DEF COMP 457 - PPE 10/20
16748		14,731.99	PT DEF COMP 457 - PPE 10/20
16749		1,746.82	DEF COMP 457 ROTH - PPE 10/20
16755		40.88	PT DEF COMP 457 - SPEC 10/24
16678		519.39	401A LOAN PAYMENT - PPE 9/22
16679		4,847.69	457 LOAN PAYMENT - PPE 9/22
16725		658.08	401A LOAN PAYMENT - PPE 10/6
16726		3,625.28	457 LOAN PAYMENT - PPE 10/6
16750		536.38	401 LOAN PAYMENT - PPE 10/20
16751		4,847.72	457 LOAN PAYMENT - PPE 10/20
16680		758.25	FT 401 QUAL COMP - PPE 9/22
16727		758.25	FT 401 QUAL COMP - PPE 10/6
16752	-	758.25	FT 401 QUAL COMP - PPE 10/20
	Vendor Tota	141,321.71	
331042	ENTERPRISE FM TRUST	265.00	PW - LEASE COST REDUCTION
	Vendor Tota	265.00	
330872	ESTRADA, BALTAZAR	300.00	CSR - SENIOR ENTERTAINMENT (9/14)
330972	-	300.00	CSR - SENIOR ENTERTAINMENT (10/12)
	Vendor Tota	600.00	
331223	EUROFINS CALSCIENCE LLC	1,369.50	PW - WATER CHEMICAL TESTING
	-	447.50	PW - WATER CHEMICAL TESTING
	Vendor Tota	1,817.00	
330840	EWING IRRIGATION PRODUCTS, INC	135.37	PW - LANDSCAPE MNTC SUPPLIES
331084		251.42	PW - LANDSCAPE MNTC SUPPLIES
	Vendor Tota	386.79	
330895	FAIR HOUSING FOUNDATION	1,315.73	FIN - FAIR HOUSING SVCS (7/23)
		1,309.52	FIN - FAIR HOUSING SVCS (8/23)
	Vendor Tota	2,625.25	
330940	FAJARDO, JOVANY	110.24	PS - HOME SECURITY REBATE PROGRAM
	Vendor Tota	110.24	
001115	FALCON FUELS, INC	113,601.25	PL - ECONOMIC DEVELOPMENT
331115		<u> </u>	

Check Number	Vendor Name	Amount	Description
331224	FAMILY PROMISE OF	1,111.31	PS - HOMELESS PREVENTION SVC(7/23)
		5,182.57	
		9,546.88	PS - HOMELESS PREVENTION SVC(9/23)
	Vendor Tota	15,840.76	
331280	FANTASY CAKE BAKERY	550.00	CSR - MEETING EXPENSE (9/27)
	Vendor Tota	550.00	
330896	FEDEX	30.51	GEN - POSTAGE EXPENSE
331225		30.64	GEN - POSTAGE EXPENSE
	Vendor Tota	61.15	
330814	FERGUSON ENTERPRISES, INC	412.56	PW - WATER OPER MNTC SUPPLIES
~~ / ~ ~ =		283.05	PW - WATER OPER MNTC SUPPLIES
331085		106.23	PW - FACILITY MNTC SUPPLIES
331226		1,538.83	PW - FACILITY MNTC SUPPLIES
		165.89	PW - FACILITY MNTC SUPPLIES
		-999.23	PW - FACILITY MNTC SUPPLIES (CREDIT)
	Vendor Tota	1,507.33	
330873	FERNANDO TOURS INC	725.00	CSR - RECREATION EXCURSION (9/12)
000044		25.00	CSR - ENP EXCURSION (9/12)
330941		800.00	CSR - RECREATION EXCURSION (9/6)
		30.00	CSR - ENP EXCURSION (9/6)
000000		650.00	CSR - RECREATION EXCURSION (9/24)
330986		790.00	CSR - RECREATION EXCURSION (9/21)
331086		50.00	CSR - PATHFINDERS EXCURSION (9/16)
		1,450.00 750.00	CSR - PATHFINDERS EXCURSION (9/16)
		40.00	CSR - PATHFINDERS EXCURSION (8/26) CSR - PATHFINDERS EXCURSION (8/26)
331281		850.00	CSR - RECREATION EXCURSION (5/3)
551201		40.00	CSR - RECREATION EXCURSION (5/3)
		1,200.00	CSR - RECREATION EXCURSION (5/20)
		50.00	
		1,300.00	CSR - RECREATION EXCURSION (5/31)
		50.00	CSR - RECREATION EXCURSION (5/31)
	Vendor Tota	8,800.00	
330780	FIRST VEHICLE SERVICES	28,261.58	PW - VEHICLE MNTC SVCS (8/23)
		2,085.38	PW - VEHICLE NON-CONTRACT MNTC (8/23)
330815		31,342.08	PW - VEHICLE MNTC SVCS (9/23)
		21,889.57	PW - VEHICLE NON-CONTRACT MNTC (9/23)
	Vendor Tota	83,578.61	
330781	FIRST-CITIZENS BANK & TRUST CO	3,591.45	PW - COPIER
330897		561.35	PS - COPIER (8/23)
004440		561.35	PS - COPIER (9/23)
331116		527.84	PS - COPIER (10/23)
	Vendor Tota	5,241.99	
330942	FLORES, MARTHA	59.51	PS - HOME SECURITY REBATE PROGRAM
	Vendor Tota	59.51	
330816	FOSTER & FOSTER, INC	2,750.00	FIN - OPEB GASB 75 REPORT (FY 2023)
	Vendor Tota	2,750.00	
330782	FRANCHISE TAX BOARD	290.03	PAYROLL DEDUCTION - PPE 9/22
331202		290.03	PAYROLL DEDUCTION - PPE 10/20
	Vendor Tota	580.06	

Check Number	Vendor Name	Amount	Description
330841	FUN EXPRESS	1,221.69	CSR - STAR SUPPLIES
		714.73	CSR - STAR SUPPLIES
		181.86	CSR - STAR SUPPLIES
330874		123.46	
331020		2,323.60	
		530.26	CSR - STAR SUPPLIES
331152		220.46 245.78	CSR - STAR SUPPLIES CSR - STAR SUPPLIES
331132	Vendor Tota		CSIX-STAR SUFFLIES
		5,561.84	
330943	GALARZA, JAZMIN Y	88.16	PS - HOME SECURITY REBATE PROGRAM
	Vendor Tota	88.16	
331183	GALVAN, CANDACE	3,100.00	CIP - COMMUNITY MURAL (PIMENTA/PASEO)
		620.00	CIP - GUARDRAIL MURAL (MERKEL/FLORENCE)
	Vendor Tota	3,720.00	
330944	GARCIA, ANGEL	132.28	PS - HOME SECURITY REBATE PROGRAM
	Vendor Tota	132.28	
331282	GARCIA, MARCO A	22.00	ENP EXCURSION REFUND (GARCIA)
	Vendor Tota	22.00	
330842	GARIBALDO'S NURSERY	385.87	PW - LANDSCAPE MNTC SUPPLIES
331227		1,323.00	PW - LANDSCAPE MNTC SUPPLIES
		1,289.92	PW - LANDSCAPE MNTC SUPPLIES
	Vendor Tota	2,998.79	
331043	GAS COMPANY	2,963.53	GEN - FACILITIES NATURAL GAS (9/23)
		915.06	PW - WELL #14 NATURAL GAS (9/23)
		3.60	GEN - CLRWTR NATURAL GAS (9/23)
	Vendor Tota	3,882.19	
330783	GATEWAY WATER MANAGEMENT	8,385.00	PW - GREATER HARBOR TOXICS TDML (FY24)
	Vendor Tota	8,385.00	
331044	GOLDEN STATE WATER COMPANY	590.76	PW - MEDIAN IRRIGATION (9/23)
		6,186.41	GEN - ALL AMERICAN PARK WATER (9/23)
	Vendor Tota	6,777.17	
330945	GONZALEZ, JASON	200.00	PS - HOME SECURITY REBATE PROGRAM
	Vendor Tota	200.00	
330922	GOOD SOIL INDUSTRIES	600.00	PS - PITCH-IN PARAMOUNT (9/23)
	Vendor Tota	600.00	
330946	GOTO COMMUNICATIONS, INC	2,143.09	GEN - VOIP TELEPHONE SVC (10/23)
	Vendor Tota	2,143.09	
330817	GRAINGER	105.49	PW - WATER OPER MNTC SUPPLIES
331087		132.59	PW - FACILITY MNTC SUPPLIES
		103.03	PW - FACILITY MNTC SUPPLIES
		63.08	PW - WATER OPER MNTC SUPPLIES
331228		532.57	PW - WATER OPER MNTC SUPPLIES
		18.98	PW - FACILITY MNTC SUPPLIES
	Vendor Tota	955.74	

Check Number	Vendor Name	Amount	Description
330875	GREENFIELD LANDSCAPING & MNTC	57,671.40	PW - LANDSCAPE MNTC SVCS (9/23)
331088		2,953.50	PW - LANDSCAPE MNTC SVCS
		657.09	PW - LANDSCAPE MNTC SVCS
		86.95	
		80.20	
331229		8,739.63	
		8,234.25	PW - LANDSCAPE MNTC SVCS
	Vendor Tota	78,423.02	
331117	GUERRERO, JAIME	194.66	PS - HOME SECURITY REBATE PROGRAM
	Vendor Tota	194.66	
330784	GUS'S DELI BBQ & GRILL	2,400.00	CSR - SPLASH BASH EVENT
330785		1,233.04	CP - COMMISSIONER'S APPRECIATION DINNER
330786	-	821.25	CP - COMMISSIONER'S APPRECIATION DINNER
	Vendor Tota	4,454.29	
330787	GUTIERREZ	340.00	PW - BACKFLOW CERTIFICATION
	Vendor Tota	340.00	
331089	H & H NURSERY INC.	139.36	PW - LANDSCAPE MNTC SUPPLIES
331230	-	1,718.58	PW - LANDSCAPE MNTC SUPPLIES
	Vendor Tota	1,857.94	
331153	HARRIS & ASSOCIATES, INC	616.25	PW - WRDA GRANT APPLICATION
	Vendor Tota	616.25	
16728	HASLER MAILING SYSTEMS	2,500.00	GEN - POSTAGE METER (10/5)
	Vendor Tota	2,500.00	
331021	HAZEN AND SAWYER	3,987.50	PW - WELL PERMITTING SVCS (8/23)
	Vendor Tota	3,987.50	
330947	HDL SOFTWARE LLC	535.68	FIN - BUSINESS LICENSE SVCS (8/23)
		3,456.00	FIN - BUSINESS LICENSE RENEWAL
331203		639.36	FIN - BUSINESS LICENSE SVCS (9/23)
	_	3,473.28	FIN - BUSINESS LICENSE RENEWAL
	Vendor Tota	8,104.32	
330843	HI-WAY SAFETY INC	2,328.48	PW - STREET MNTC SUPPLIES
		2,293.20	PW - STREET MNTC SUPPLIES
		2,249.10	PW - STREET MNTC SUPPLIES
331231		2,375.06	PW - TRAFFIC SAFETY SUPPLIES
	Vendor Tota	950.63	PW - TRAFFIC SAFETY SUPPLIES
004000		10,196.47	
331232	HODGES, RONA	121.26	PS - HOME SECURITY REPATE PROGRAM
	Vendor Tota	121.26	
330844	HOLLIDAY ROCK	1,617.62	PW - STREET MNTC SUPPLIES
	Vendor Tota	1,617.62	
331154	HOME DEPOT CRC/GECF	2,040.47	CSR - STAR SUPPLIES
		1,087.44	CSR - STAR SUPPLIES
		88.18	
		44.09 132.17	CSR - STAR SUPPLIES CSR - STAR SUPPLIES
		63.21	CSR - STAR SUPPLIES CSR - STAR SUPPLIES
		49.84	
		630.05	
		191.72	CSR - RECREATION SUPPLIES
	-	29.00	GEN - BANK FEES
	Vendor Tota	4,356.17	

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Pre-issue Checks

Check Number	Vendor Name	Amount	Description
330898	HOOTSUITE, INC	7,803.84	CP-SOCIAL MEDIA HOOTSUITE SUBSCRIPTION
	Vendor Tota	7,803.84	
330948	HUIZAR, SERGIO	198.44	PS - HOME SECURITY REBATE PROGRAM
	Vendor Tota	198.44	
331233	HUMAN SERVICES ASSOCIATION	5,814.50	CSR - ENP MEALS (9/23)
		4,437.00	CSR - ENP MEALS (8/23)
	Vendor Tota	10,251.50	
330876	ILB ELECTRIC, INC	139,953.49	CIP - TRAFFIC SIGNAL(ALONDRA/PASS)-HSIP
	Vendor Tota	139,953.49	
331090	IML SECURITY SUPPLY	99.82	PW - FACILITY MNTC SUPPLIES
	Vendor Tota	99.82	
331065	INFINITY TECHNOLOGIES	27,840.00	GEN - IT CONSULTANT SVCS (9/23)
		452.25	GEN - MS OFFICE 365 CLOUD BACKUP (9/23)
	Vendor Tota	28,292.25	
330877	INK HEAD DESIGN & PRINTS	706.38	CSR - PATHFINDERS PROMO GEAR
330899		6,615.00	CSR - STAR UNIFORMS
330923		3,199.72	
		2,498.83	
000040		458.31	
330949		1,984.62	
220007		220.00 3,266.16	
330987		2,309.74	
		1,982.30	
		1,830.15	
331045		3,243.28	
331155		1,318.27	
		2,016.18	
		542.82	,
		387.73	PW - UNIFORMS (WTR PROD)
		310.18	PW - UNIFORMS (WTR DIST)
		155.09	PW - UNIFORMS (WTR CUST SVC)
331184		909.83	CSR - UNIFORMS
331234		5,203.80	CSR - STAR UNIFORMS
	Vendor Tota	39,158.39	
331156	INTELLI-TECH	9,459.45	GEN - WIFI UPGRADES
	Vendor Tota	9,459.45	
331157	INTERFACE SYSTEMS, LLC	326.97	PS - FIRE MONITORING SVC (10/23-12/23)
	Vendor Tota	326.97	

Check Number	Vendor Name	Amount	Description
16674	INTERNAL REVENUE SERVICE	37,564.66	FED PAYROLL TAX - PPE 9/22
		13,892.23	MEDICARE PAYMENT - PPE 9/22
16684		182.61	FED PAYROLL TAX - SPEC 9/29
		71.04	MEDICARE PAYMENT - SPEC 9/29
16688		3,000.00	FED PAYROLL TAX - SPEC 9/29
		1,317.54	MEDICARE PAYMENT - SPEC 9/29
16701		53.94	FED PAYROLL TAX - SPEC 10/5
		33.00	MEDICARE PAYMENT - SPEC 10/5
16705		21.44	MEDICARE PAYMENT - SPEC 10/6
16721		34,659.33	FED PAYROLL TAX - PPE 10/6
		13,685.20	MEDICARE PAYMENT - PPE 10/6
16733		2.40	MEDICARE PAYMENT - SPEC 10/16
16737		14.18	FED PAYROLL TAX - SPEC 10/18
		21.14	MEDICARE PAYMENT - SPEC 10/18
16743		10.50	MEDICARE PAYMENT - SPEC 10/25
16746		36,820.51	FED PAYROLL TAX - PPE 10/20
		13,830.80	MEDICARE PAYMENT - PPE 10/20
16754		10.98	MEDICARE PAYMENT - SPEC 10/24
	Vendor Tota	155,191.50	
331091	J & B MATERIALS	20.22	PW - FACILITY MNTC SUPPLIES
	Vendor Tota	20.22	
331118	JACK'S CANDY	11,220.30	CSR - HALLOWEEN FESTIVAL EVENT
	Vendor Tota	11,220.30	

Check Number	Vendor Name	Amount	Description
330818	JANKOVICH COMPANY, LLC	2,329.86	PW - FLEET FUEL (8/22 - 8/31)
		2,050.10	
		1,996.45	PW - FLEET FUEL (8/15 - 8/21)
		1,937.50	PW - FLEET FUEL (8/22 - 8/31)
		1,150.65	PW - FLEET FUEL (8/15 - 8/21)
		601.64	
		462.72	
		421.65	
		254.98	
		216.48	
		214.83	
		144.39	PS - FLEET FUEL (9/15 - 9/21)
		133.21 131.08	
		22.17	
330845		2,174.00	
000040		1,326.54	
		1,066.07	
		809.61	
		580.00	PW - FLEET FUEL (9/8 - 9/14)
		349.87	
		289.35	
		273.69	
		180.20	PW - FLEET FUEL (9/8 - 9/14)
		135.44	PW - FLEET FUEL (9/8 - 9/14)
		115.06	PW - FLEET FUEL (9/1 - 9/7)
330924		2,823.32	PS - FLEET FUEL (9/22 - 9/30)
		455.21	PS - FLEET FUEL (9/22 - 9/30)
		84.60	PS - FLEET FUEL (9/22 - 9/30)
330988		259.65	CSR - FLEET FUEL (9/15 - 9/21)
		91.69	PS - FLEET FUEL (10/1 - 10/7)
331022		60.08	CSR - FLEET FUEL (10/1 - 10/7)
331046			PW - FLEET FUEL (9/22 - 9/30)
		1,824.49	
		1,565.19	
		1,397.91	
			PW - FLEET FUEL (9/22 - 9/30)
		363.37	
		354.05	PW - FLEET FUEL (9/22 - 9/30)
		286.33	PW - FLEET FUEL (9/15 - 9/21) PW - FLEET FUEL (9/22 - 9/30)
		167.32	PW - FLEET FUEL (9/22 - 9/30) PW - FLEET FUEL (9/15 - 9/21)
		136.99	PW - FLEET FUEL (9/22 - 9/30)
331158		2,635.31	
201100		,	PS - FLEET FUEL (10/1 - 10/7)
		413.15	
		220.65	CSR - FLEET FUEL (10/8 - 10/14)
		136.72	
		90.60	PS - FLEET FUEL (10/8 - 10/14)
		86.78	PS - FLEET FUEL (10/1 - 10/7)
331235		2,115.75	PW - FLEET FUEL (10/8 - 10/14)
		1,744.54	PW - FLEET FUEL (10/8 - 10/14)
		1,571.54	, ,
		1,540.36	
		484.23	, , , , , , , , , , , , , , , , , , ,
		474.38	PW - FLEET FUEL (10/8 - 10/14)
		316.56	PW - FLEET FUEL (10/1 - 10/7)
		237.40	PW - FLEET FUEL (10/8 - 10/14)
		201.03	PW - FLEET FUEL (10/1 - 10/7)
		178.18	PW - FLEET FUEL (10/1 - 10/7)

Check Number	Vendor Name	Amount	Description
331235	JANKOVICH COMPANY, LLC	110.50	CSR - FLEET FUEL (7/15 - 7/21)
		53.49	PW - FLEET FUEL (10/1 - 10/7)
		42.00	CSR - FLEET FUEL (9/8 - 9/14)
	Vendor Tota	47,308.72	
331236	JK DESIGNS, INC	72,860.00	CIP - VETERANS MEMORIAL (ART PIECE)
	Vendor Tota	72,860.00	
331047	JMG SECURITY SYSTEMS, INC	855.00	PW - SECURITY SYSTEM MNTC
331119 331159		16,805.00	CIP - PARK FACILITY SECURITY (PROGRESS) CIP - PARK FACILITY SECURITY (MARIPOSA)
331159	- Vendor Tota	13,052.00 30,712.00	CIP - PARK FACILITY SECURITY (MARIPUSA)
330900	JOE GONSALVES & SON INC	3,300.00	CC - STATE LEGISLATIVE LOBBYIST (10/23)
330300	Vendor Tota	3,300.00	
331160	JOHN L HUNTER	9,540.75	PW - NPDES CONSULTING SVCS (8/23)
331100		333.75	CIP - SPANE PARK STORMWATER CAPTURE
	Vendor Tota	9,874.50	
331185	JOSE TEJADA	220.00	CSR - SENIOR ENTERTAINMENT (10/19)
	Vendor Tota	220.00	
331066	JUNIOR'S CONSTRUCTION, INC	10,000.00	CIP - CITY CONF ROOM UPGRADE
		9,750.00	CIP - CITY CONF ROOM UPGRADE
		4,600.00	PW - EMERGENCY BOARD UP
		1,900.00	PS - PITCH-IN PARAMOUNT
		1,000.00	PW - FACILITY MNTC SVCS
	Vendor Tota	27,250.00	
331237	KELTERITE CORPORATION	496.71	PW - STREET MNTC SUPPLIES
	Vendor Tota	496.71	
330846	KEN'S WELDING	2,350.00	PW - FACILITY MNTC SVCS
		600.00	PW - FACILITY MNTC SVCS
		500.00	PW - FACILITY MNTC SVCS
		310.00	PW - FACILITY MNTC SVCS
		260.00	PW - FACILITY MNTC SVCS
		190.00	PW - FACILITY MNTC SVCS
		190.00	PW - FACILITY MNTC SVCS
		190.00	PW - FACILITY MNTC SVCS
		190.00	PW - FACILITY MNTC SVCS
		95.00	PW - FACILITY MNTC SVCS
224020		95.00	
331238		1,820.00	PW - FACILITY MNTC SVCS
		845.00 190.00	PW - FACILITY MNTC SVCS PW - FACILITY MNTC SVCS
	- Vendor Tota	7,825.00	
330950	KILEY & ASSOCIATES, LLC	3,500.00	CC - FEDERAL LEGISLATIVE LOBBYIST(9/23)
	Vendor Tota	3,500.00	
331239	KONE, INC	1,304.34	PW - CLRWTR ELEVATOR MNTC (10/23-12/23)
	Vendor Tota	1,304.34	
330819	L A COUNTY DEPT OF PUBLIC WORK	7,966.48	PW - INDUSTRIAL WASTE SVCS (7/23-8/23)
	Vendor Tota	7,966.48	
330925	L A COUNTY FIRE DEPARTMENT	2,524.00	PW - HAZ MAT DISCLOSURE PROGRAM (FY 24)
	Vendor Tota	2,524.00	

Check Number	Vendor Name	Amount	Description
330926	L A COUNTY SHERIFF	532,582.02	PS - GENERAL LAW ENFORCEMENT (8/23)
		180,016.61	PS - SPECIAL ASSIGNMENT OFFICER (8/23)
		54,384.88	PS - SWORN SUPERVISION (8/23)
		561.68	
		8,820.08	(),
		26,846.59	PS - SPECIAL OPERATION (8/23)
		11,256.23 9,463.41	
		8,977.11	
		8,584.51	PS - STREET RACING ENFORCEMENT (8/23)
		8,011.85	
		4,833.12	
		854.96	PS - SCHOOL TRAFFIC SAFETY (8/23)
331120		532,582.02	PS - GENERAL LAW ENFORCEMENT (9/23)
		180,016.61	PS - SPECIAL ASSIGNMENT OFFICER (9/23)
		54,384.88	PS - SWORN SUPERVISION (9/23)
		561.68	
004003		8,820.08	
331204		22,716.66	
		13,797.46	
		9,832.08	
		9,404.60 5,121.30	
		4,985.64	
		2,540.24	
		1,436.74	PS - SPECIAL OPERATION (9/23)
	Vendor Tota	1,701,393.04	
330927	L.N. CURTIS AND SONS	498.05	PS - UNIFORMS (DP)
		255.71	PS - UNIFORMS (DP)
	Vendor Tota	753.76	
331023	LA ESPIGA	1,256.85	CSR - STAR SUPPLIES
	Vendor Tota	1,256.85	
331121	LAKESHORE LEARNING MATERIAL	459.35	CSR - STAR SUPPLIES
	Vendor Tota	459.35	
331240	LAMAS, SANDY	150.00	FACILITY DEPOSIT REFUND (LAMAS 8213)
	Vendor Tota	150.00	
330989	LATINA'S ART FOUNDATION	10,000.00	CP - COMMUNITY ORG FUNDING
	Vendor Tota	10,000.00	
331067	LAURINCO	1,170.00	CIP - CITY HALL CONF ROOM UPGRADE
		1,105.00	CIP - CITY HALL PLANNING DEPT DESIGN
	Vendor Tota	2,275.00	
330901	LEAD TECH ENVIRONMENTAL	1,904.00	PL - ASBESTOS/LEAD TEST(16305 HUNSAKER)
	Vendor Tota	1,904.00	
330928	LIGHTCATS PRODUCTIONS	980.00	PS - PUBLIC SAFETY EXPO (10/14)
	Vendor Tota	980.00	
330788	LINCOLN NATIONAL LIFE INS CO	555.87	DENTAL INSURANCE (HMO) - 10/23
		8,670.21	DENTAL INSURANCE (PPO) - 10/23
		656.40	VOLUNTARY LIFE INSURANCE - 10/23
		1,924.18	LIFE INSURANCE - 10/23
		5,970.25	DISABILITY INSURANCE - 10/23
		43.27	DENTAL INSURANCE (HMO) - ADJ
	N/ 1 - 1	1,694.64	DENTAL INSURANCE (PPO) - ADJ
	Vendor Tota	19,514.82	

Check Number	Vendor Name	Amount	Description
330789	LINDSAY LUMBER CO., INC	342.82	PW - GRAFFITI REMOVAL SUPPLIES
		339.48	PW - LANDSCAPE MNTC SUPPLIES
		224.37	PW - GRAFFITI REMOVAL SUPPLIES
		193.82	PW - GRAFFITI REMOVAL SUPPLIES
		122.15	PW - GRAFFITI REMOVAL SUPPLIES
		77.16	PW - LANDSCAPE MNTC SUPPLIES
		62.83	PW - STREET MNTC SUPPLIES
		41.86	PW - LANDSCAPE MNTC SUPPLIES
		36.56	PW - WATER OPER MNTC SUPPLIES
		34.35	PW - WATER OPER MNTC SUPPLIES
		23.31	PW - GRAFFITI REMOVAL SUPPLIES
		15.41	PW - STREET MNTC SUPPLIES
		14.83	
		13.22	
220020		8.81	
330820		30.85	PW - FACILITY MNTC SUPPLIES PW - WATER OPER MNTC SUPPLIES
		17.79 16.71	PW - WATER OPER MINIC SUPPLIES PW - WATER OPER MNTC SUPPLIES
		16.50	PW - WATER OPER MNTC SUPPLIES
		14.83	PW - FACILITY MNTC SUPPLIES
		6.62	PW - FACILITY MNTC SUPPLIES
		6.60	PW - FACILITY MNTC SUPPLIES
		4.41	PW - FACILITY MNTC SUPPLIES
		4.37	PW - FACILITY MNTC SUPPLIES
330847		502.61	PW - LANDSCAPE MNTC SUPPLIES
		16.20	PW - LANDSCAPE MNTC SUPPLIES
		11.87	
		7.71	PW - LANDSCAPE MNTC SUPPLIES
		4.40	PW - STREET MNTC SUPPLIES
331024		88.28	PW - STREET MNTC SUPPLIES
		54.99	PW - STREET MNTC SUPPLIES
		18.04	PW - FACILITY MNTC SUPPLIES
		5.27	PW - FACILITY MNTC SUPPLIES
		4.40	PW - STREET MNTC SUPPLIES
		3.30	PW - STREET MNTC SUPPLIES
331092		142.28	PW - FACILITY MNTC SUPPLIES
		51.53	PW - WATER OPER MNTC SUPPLIES
		31.06	PW - LANDSCAPE MNTC SUPPLIES
		10.79	PW - LANDSCAPE MNTC SUPPLIES
331241		628.26	PW - LANDSCAPE MNTC SUPPLIES
			PW - FACILITY MNTC SUPPLIES
		100.65	PW - FACILITY MNTC SUPPLIES
		65.90	PW - FACILITY MNTC SUPPLIES
		44.08	PW - FACILITY MNTC SUPPLIES
		39.39	PW - FACILITY MNTC SUPPLIES
		26.97	
		25.52	PW - FACILITY MNTC SUPPLIES
		22.04	
		19.77	
		14.31	PW - FACILITY MNTC SUPPLIES
		13.90	PW - FACILITY MNTC SUPPLIES
		8.17	PW - WATER OPER MNTC SUPPLIES
	Vendor Tota	3,766.89	
331161	LLANAS, MONIQUE	150.00	FACILITY DEPOSIT REFUND (LLANAS 8136)
	Vendor Tota	150.00	
331242	LONG BEACH TRANSIT	122,592.00	CSR - LB TRANSIT SVCS (7/23 - 9/23)
		22,500.00	CSR - LB TRANSIT TAP (7/23 - 9/23)
	Vendor Tota	145,092.00	

CITY OF PARAMOUNT FINAL CHECK REGISTER October 31, 2023

Pre-issue Checks

Check Number	Vendor Name	Amount	Description
331122	LOPEZ, JORGE A	160.59	PS - HOME SECURITY REBATE PROGRAM
	Vendor Tota	160.59	
330878	LOS CERRITOS YMCA	195.50	CP - YOUTH SCHOLARSHIP PROGRAM(7/23)
		195.50	CP - YOUTH SCHOLARSHIP PROGRAM(8/23)
330973		18,292.00	· · · · · · · · · · · · · · · · · · ·
330990		290.00	CSR - YMCA RECREATION SWIM
	Vendor Tota	18,973.00	
330991	LUCAMBIO, HAROLD	1,178.00	PS - YAL SVCS (9/23 - 10/6)
331186		1,395.00	PS - YAL SVCS (10/7 - 10/20)
	Vendor Tota	2,573.00	
331093	M. HARA LAWNMOWER CENTER	2,045.11	PW - LANDSCAPE MNTC SUPPLIES
		885.30	PW - LANDSCAPE MNTC SUPPLIES
		303.08	PW - LANDSCAPE MNTC SUPPLIES
		244.47	
		143.36 109.15	PW - LANDSCAPE MNTC SUPPLIES PW - LANDSCAPE MNTC SUPPLIES
	Vendor Tota	3,730.47	
331162	M/D PLUMBING	12,300.00	CIP- PARAMOUNT PARK RESTROOM RENOVATION
001102	Vendor Tota	12,300.00	
331123	MAGIC JUMP RENTALS, INC	4,551.50	CSR - HALLOWEEN FESTIVAL EVENT
331123	Vendor Tota	4,551.50	
		•	
330879	MAKEITPOP_PARTY DECOR	3,500.00	CSR - HALLOWEEN HOOTENANNY EVENT
330992		1,000.00 200.00	CSR - HALLOWEEN FESTIVAL EVENT
331068		1,700.00	CSR - STAR SUPPLIES CSR - STAR SUPPLIES
001000		1,000.00	CSR - HALLOWEEN FESTIVAL EVENT
331187		1,200.00	PS - PUBLIC SAFETY EXPO (10/14)
	Vendor Tota	8,600.00	
330880	MARIACHI LAS CATRINAS	1,300.00	CSR - SENIOR ENTERTAINMENT (9/8)
	Vendor Tota	1,300.00	
330902	MARIN, MARIA	150.00	FACILITY DEPOSIT REFUND (MARIN 8156)
	Vendor Tota	150.00	
331243	MARMOLEJO, MIGUEL	150.00	FACILITY DEPOSIT REFUND (MARMOLEJO 8242)
	Vendor Tota	150.00	· · · · ·
330993	MARQUEZ, JORGE	300.00	CSR - SENIOR ENTERTAINMENT (11/30)
	Vendor Tota	300.00	
330951	MATA, EVERARDO	138.89	PS - HOME SECURITY REBATE PROGRAM
	Vendor Tota	138.89	
16698	MATRIX TRUST TPA 000363	47,638.20	RETIREE HEALTH TRUST (11/23)
	Vendor Tota	47,638.20	
331124	MCA DIRECT	561.96	GEN - PAPER STOCK
	Vendor Tota	561.96	

Check Number	Vendor Name	Amount	Description
330994	MDG ASSOCIATES, INC	4,779.63	PS - HOME ARP ADMIN FEE (7/23)
		1,404.75	PS - HOME ARP ADMIN FEE (8/23)
331244		5,064.00	PL - RES ADMIN (15118 BELLOTA) 8/23
		290.13	PL - RES ADMIN (6822 SAN VICENTE) 9/23
		4,873.00	PL - CDBG PROGRAM ADMIN (9/23)
		2,790.75	PL - HOME PROGRAM ADMIN (9/23)
		685.75	PL - PLHA ADMIN (9/23)
		446.00	PS - HOMELESS PREVENTION SVC (9/23)
		79.13	PL - DEMAND SVCS (8241 RANCHO DORADO)
		158.25	PL - DEMAND SVCS (15340 VERDURA)
	Vendor Tota	20,571.39	
331163	MELENDEZ, VILMA	150.00	FACILITY DEPOSIT REFUND (MELENDEZ 8217)
	Vendor Tota	150.00	
330995	MEZA, MARJORIE	950.00	PS - YAL SVCS (9/23 - 10/6)
331188		1,125.00	PS - YAL SVCS (10/7 - 10/20)
	Vendor Tota	2,075.00	
330996	MITY-LITE, INC.	3,320.82	CSR - RECTANGULAR TABLE CARTS (3)
	Vendor Tota	3,320.82	
331245	MIXED COMPANY	750.00	CP - TREE LIGHTING EVENT
	Vendor Tota	750.00	
330790	MOBARAK	19.76	WTR DEP REF - 13921 DOWNEY
	Vendor Tota	19.76	
330903	MOORE IACOFANO GOLTSMAN, INC	5,670.00	PL - SPECIFIC PLAN (CLRWTR)-8/23 (SB2)
331048		5,437.50	CSR - PARKS MASTER PLAN SVCS (9/23)
	Vendor Tota	11,107.50	
330997	MORALES, JOSEPH	271.21	PS - UNIFORMS (JR)
	Vendor Tota	271.21	
331049	MUNISERVICES/AVENU	5,229.23	FIN - PROF/TECHNICAL SVCS (7/23 - 9/23)
	Vendor Tota	5,229.23	
330998	MUNOZ, JOANNA G	1,140.00	PS - YAL SVCS (9/23 - 10/6)
331189		1,350.00	PS - YAL SVCS (10/7 - 10/20)
	Vendor Tota	2,490.00	
331246	NAPA AUTO PARTS	12.67	PW - GRAFFITI REMOVAL SUPPLIES
	Vendor Tota	12.67	
330848	NEVAEH PROVISIONS	520.00	CP - COFFEE WITH THE MAYOR (10/7)
	Vendor Tota	520.00	

Check Number	Vendor Name	Amount	Description
330849	OFFICE DEPOT, INC.	404.84	CSR - STAR SUPPLIES
		359.33	CSR - STAR SUPPLIES
		231.14	CSR - STAR SUPPLIES
		190.42	CSR - STAR SUPPLIES
		93.02	CSR - STAR SUPPLIES
		30.86	CSR - STAR SUPPLIES
330999		89.05	CSR - STAR SUPPLIES
331025		908.50	CSR - STAR SUPPLIES
		672.39	CSR - STAR SUPPLIES
331125		202.32	CSR - STAR SUPPLIES
		201.61	CSR - STAR SUPPLIES
		115.67	CSR - STAR SUPPLIES
		50.69	CSR - STAR SUPPLIES
		1.94	CSR - STAR SUPPLIES
331190		870.86	CSR - STAR SUPPLIES
	Vendor Tota	4,422.64	
331026	OFFICE SOLUTIONS	664.13	PW - HOUSEHOLD SUPPLIES
331094		2,391.93	GEN - PAPER STOCK
		969.49	GEN - OFFICE SUPPLIES
		581.07	GEN - OFFICE SUPPLIES
		272.39	PW - OFFICE SUPPLIES
331247		318.03	PW - HOUSEHOLD SUPPLIES
		247.90	GEN - OFFICE SUPPLIES
		73.15	
		42.71	PW - HOUSEHOLD SUPPLIES
	Vendor Tota	5,560.80	
331164	OMG NATIONAL	702.20	PS - NW PROMO ITEMS
	Vendor Tota	702.20	
330881	ONYX PAVING COMPANY, INC	45,125.00	CIP - NEIGHBORHOOD STREET RESURF (8/23)
331126		24,193.44	CIP - NEIGHBORHOOD ST RESURF (RET)-5%
		57,057.63	ONYX PAVING - CIP 9331 (9/23)-5%
	Vendor Tota	126,376.07	
16696	OPENEDGE	6,591.15	GEN - UB WEB BANK CHARGES (9/23)
	Vendor Tota	6,591.15	
330791	PACIFIC RIM AUTOMATION, INC.	5,710.95	PW - SCADA SYSTEM SUPPORT
330821		1,488.38	PW - SCADA SYSTEM MNTC
		1,160.00	PW - SCADA SYSTEM MNTC (9/23)
331248		1,160.00	PW - SCADA SYSTEM MNTC (10/23)
	Vendor Tota	9,519.33	
	PARAMOUNT CHAMBER OF COMMERCE	30.00	PL - NETWORKING LUNCH (JR,SB)
330882	FARAINOUNT CHAINBER OF CONNINERCE		
330882 330952	PARAMOUNT CHAMBER OF COMMERCE	350.00	CP - PULSE BEAT CITY SCAPE (9/23)

Check Number	Vendor Name	Amount	Description
330883	PARAMOUNT JOURNAL	313.50	PL - PUBLISHED NOTICE (9/21)
		236.50	PL - PUBLISHED NOTICE (9/21)
		231.00	PL - PUBLISHED NOTICE (9/21)
330929		308.00	CM - PUBLISHED NOTICE (9/14)
		143.00	CM - PUBLISHED NOTICE (9/14)
330953		266.75	CM - PUBLISHED NOTICE (9/28)
		244.75	CM - PUBLISHED NOTICE (9/28)
		165.00	CM - PUBLISHED NOTICE (9/28)
		143.00	CM - PUBLISHED NOTICE (9/28)
		137.50	CM - PUBLISHED NOTICE (9/28)
		126.50	CM - PUBLISHED NOTICE (9/28)
		115.50	CM - PUBLISHED NOTICE (9/28)
		85.25	CM - PUBLISHED NOTICE (9/28)
331249		288.75	PL - PUBLISHED NOTICE (10/19)
001210		280.50	PL - PUBLISHED NOTICE (10/19)
		266.75	PL - PUBLISHED NOTICE (10/19)
		173.25	PL - PUBLISHED NOTICE (10/19)
		140.25	PL - PUBLISHED NOTICE (10/19)
		88.00	CM - PUBLISHED NOTICE (10/12)
	Vendor Tota	3,753.75	
331250		350.00	CSR - PEP EXCURSION (11/9-CBA)
331230			
	Vendor Tota	350.00	
331000	PARAMOUNT UNIFIED SCHOOL DIST	549.75	CSR - STAR SUPPLIES
		367.00	CSR - STAR SUPPLIES
331127		275.35	CM - GATEWAY CM MEETING (9/14)
331251		275.35	CM - GATEWAY CM MEETING (10/12)
	Vendor Tota	1,467.45	
330884	PARKINS & ASSOCIATES	1,250.00	PW - PARK MNTC CONSULTANT (8/23)
331165		1,250.00	PW - PARK MNTC CONSULTANT (9/23)
	Vendor Tota	2,500.00	
331128	PARTY UNLIMITED RENTAL	3,765.50	CSR - HALLOWEEN FESTIVAL EVENT
001120	· · ·	·	
	Vendor Tota	3,765.50	
16718	PATH POINT MERCHANT SVCS, LLC	285.18	PL - ONLINE PERMIT SVCS (9/23)
	Vendor Tota	285.18	
331252	PATINO, SERGIO	112.40	PS - UNIFORMS (SP)
	Vendor Tota	112.40	
331253	PENA, PATRICIA	1,000.00	FACILITY DEPOSIT REFUND (PENA, 8146)
	Vendor Tota	1,000.00	
331254	PENNER PARTITIONS, INC	92.13	PW - FACILITY MNTC SUPPLIES
	Vendor Tota	92.13	
004000			
331069	PEOPLESPACE	5,768.78	CIP - CITY HALL FURNITURE REPL
		3,624.66	GEN - CITY HALL STORAGE CABINETS
	Vendor Tota	9,393.44	
		452.00	CSR - FOLKLORICO/ADULT CLASS(9/23)
330954	PEREZ, DAILEEN	153.60	
330954	PEREZ, DAILEEN	153.60	CSR - LATIN DANCE/SALSA (9/23)
330954	PEREZ, DAILEEN		CSR - LATIN DANCE/SALSA (9/23) CSR - FOLKLORICO BEYOND SPECTRUM (9/23)
330954	PEREZ, DAILEEN	153.60	
330954		153.60 422.40	

CITY OF PARAMOUNT FINAL CHECK REGISTER October 31, 2023

Pre-issue Checks

Check Number	Vendor Name	Amount	Description
330792	PEREZ-LEON, DANALY	800.00	CSR - FOLKLORICO CLASS (8/23)
330956		288.00	
		223.60	
		230.40	CSR - FOLKLORICO INTER/ADV CLASS (9/23)
	- Vendor Tota	1,542.00	
331283	PETER JACOBS PRODUCTIONS, INC	2,000.00	CP - VETERANS CELEBRATION
	- Vendor Tota	2,000.00	
330904	PETTY CASH	558.76	PETTY CASH REPLENISHMENT
331027		597.84	PETTY CASH REPLENISHMENT
331070	_	300.00	CSR - RECREATION SUPPLIES
	Vendor Tota	1,456.60	
330885	PITNEY BOWES, INC	91.50	FIN - OFFICE SUPPLIES
		75.34	FIN - OFFICE SUPPLIES
331255	-	32.34	FIN - OFFICE SUPPLIES
	Vendor Tota	199.18	
330793	POLLARDWATER.COM	635.65	PW - WATER OPER MNTC SUPPLIES
	Vendor Tota	635.65	
331166	POLYDOT	7,143.50	CP - AROUND TOWN (WINTER 2023)
	Vendor Tota	7,143.50	
331095	POOL & ELECTRICAL PRODUCTS, INC	439.74	PW - FACILITY MNTC SUPPLIES
331256		289.96	PW - FACILITY MNTC SUPPLIES
		239.96	PW - FACILITY MNTC SUPPLIES
	-	-36.01	PW - FACILITY MNTC SUPPLIES (CREDIT)
	Vendor Tota	933.65	
330930	POSITIVE PROMOTIONS	321.95	PS - PUBLIC SAFETY EXPO (10/14)
	Vendor Tota	321.95	
331001	PUNKYS ICE CREAM	327.00	CSR - STAR SUPPLIES
		150.00	CSR - ADAPTIVE RECREATION EVENT (7/22)
331050		447.00	CSR - STAR SUPPLIES
		183.00	CSR - STAR SUPPLIES
		174.00	CSR - STAR SUPPLIES
331129		174.00	CSR - STAR SUPPLIES
331257	Vender Tete	496.00	CSR - ADAPTIVE RECREATION EVENT
004050	Vendor Tota	1,951.00	
331258	RAYVERN LIGHTING SUPPLY CO INC Vendor Tota	150.03	PW - FACILITY MNTC SUPPLIES
224028		1 200.00	
331028	RAZZOUK, MARC	1,200.00	CSR - PHIT INSTRUCTOR (9/23)
	Vendor Tota	1,200.00	
331002	RDC-S111, INC	6,556.50	CSR - CIVIC CTR FOUNTAIN DESIGN (8/23)
		1,113.75	CSR - COM CTR DESIGN SVCS (8/23)
224204		135.00	CSR - ALL AMERICAN DESIGN SVCS (8/23)
331284		11,680.00	PL - AL FRESCO DESIGN (7/23)
		5,584.00	PL - AL FRESCO DESIGN (9/23)
		4,890.12	
	Vandar Tata	562.50	PL - AL FRESCO DESIGN (6/23)
	Vendor Tota	30,521.87	

Check Number	Vendor Name	Amount	Description
330850	RED WING SHOE STORE	200.00	PW - WORK BOOTS (FACILITIES)
		200.00	PW - WORK BOOTS (FACILITIES)
		200.00	PW - WORK BOOTS (FACILITIES)
		200.00	PW - WORK BOOTS (FACILITIES)
		200.00	PW - WORK BOOTS (FACILITIES)
		200.00	PW - WORK BOOTS (LANDSCAPE)
		200.00	PW - WORK BOOTS (LANDSCAPE)
		198.44	PW - WORK BOOTS (LANDSCAPE)
	Vendor Tota	1,598.44	
331003	REGISTRAR-RECORDER/L.A. COUNTY	75.00	PL - PUBLISHED NOTICE (10/5)
		75.00	PL - PUBLISHED NOTICE (10/5)
	Vendor Tota	150.00	
331130	REMMI CONSTRUCTION, INC	8,603.55	CIP - PARAMOUNT PARK ROOF REPL (RET)
	Vendor Tota	8,603.55	
330851	RESOURCE BUILDING MATERIALS	257.40	PW - LANDSCAPE MNTC SUPPLIES
331051		257.40	PW - LANDSCAPE MNTC SUPPLIES
331096		856.77	PW - LANDSCAPE MNTC SUPPLIES
	Vendor Tota	1,371.57	
330852	RETAIL MARKETING SERVICES	15.00	PW - CART SERVICES (7/23)
	Vendor Tota	15.00	
331004	REVA FELDMAN, LLC	2,500.00	PS - EOC CONSUTLING SVCS (10/23)
	Vendor Tota	2,500.00	
331097	RIO VERDE NURSERY	661.50	PW - LANDSCAPE MNTC SUPPLIES
		661.50	PW - LANDSCAPE MNTC SUPPLIES
	Vendor Tota	1,323.00	
330794	RIVERA, JULIO	200.00	CSR - SENIOR ENTERTAINMENT (10/5)
331005		200.00	CSR - ENP EVENT SUPPLIES (9/29-WE)
331052		200.00	CSR - SENIOR ENTERTAINMENT (11/2)
331053		200.00	CSR - SENIOR ENTERTAINMENT (12/7)
	Vendor Tota	800.00	
330795	ROADLINE PRODUCTS INC	2,491.65	PW - TRAFFIC SAFETY SUPPLIES
		1,984.50	PW - STREET MNTC SUPPLIES
		1,126.76	PW - STREET MNTC SUPPLIES
220052		850.85	PW - STREET MNTC SUPPLIES
330853 331098		1,082.38	PW - STREET MNTC SUPPLIES
331096		2,427.43 1,426.28	PW - STREET MNTC SUPPLIES PW - STREET MNTC SUPPLIES
331167		1.008.79	
331259		2,456.01	
001200		1,708.88	PW - STREET MNTC SUPPLIES
		1,402.10	PW - STREET MNTC SUPPLIES
	Vendor Tota	17,965.63	
330974	RODRIGUEZ, BETANIA	150.00	FACILITY DEPOSIT REFUND(RODRIGUEZ 8159)
	Vendor Tota	150.00	
331006	RODRIGUEZ, GUILLERMO	132.19	PS - UNIFORMS (GR)
	Vendor Tota	132.19	
331168	RODRIGUEZ, JOSE	150.00	FACILITY DEPOSIT REFUND(RODRIGUEZ 8219)
	Vendor Tota	150.00	
331071	ROMBERG MILL	661.50	CSR - HALLOWEEN FESTIVAL EVENT
331071			

Check Number	Vendor Name	Amount	Description
330796	RON'S MAINTENANCE	12,240.00	PW - CATCH BASIN MNTC (8/23)
331131		12,960.00	PW - CATCH BASIN MNTC (9/23)
	Vendor Tota	25,200.00	
330854	ROYAL PAPER CORPORATION	1,513.00	PW - LANDSCAPE MNTC SUPPLIES
		1,513.00	PW - LANDSCAPE MNTC SUPPLIES
331132		1,450.54	PW - HOUSEHOLD SUPPLIES
	Vendor Tota	4,476.54	
330855	RPW SERVICES, INC.	993.00	PW - PEST CONTROL SVCS
		395.00	PW - PEST CONTROL SVCS
		220.00	PW - PEST CONTROL SVCS
		200.00	PW - PEST CONTROL SVCS
331191		3,600.00	PW - WEED CONTROL SVCS (STREETS)
		1,500.00	
		258.00	PW - PEST CONTROL SVCS
	Vandar Tata	735.00	PW - PEST CONTROL SVCS
	Vendor Tota	7,901.00	
330822	S & J SUPPLY CO.	1,145.42	PW - WATER OPER MNTC SUPPLIES
		393.59 391.09	PW - WATER OPER MNTC SUPPLIES PW - WATER OPER MNTC SUPPLIES
331099		1,351.43	PW - WATER OPER MINIC SUPPLIES PW - WATER OPER MNTC SUPPLIES
331099		1,304.60	PW - WATER OPER MINTO SUPPLIES PW - WATER OPER MNTC SUPPLIES
		251.37	
331260		493.59	PW - WATER OPER MNTC SUPPLIES
331200		289.80	PW - WATER OPER MNTC SUPPLIES
	Vendor Tota	5,620.89	
331261	SALCO GROWERS, INC.	109.70	PW - LANDSCAPE MNTC SUPPLIES
	Vendor Tota	109.70	
331029	SARRIS, INC	1,646.24	PW - FACILITY MNTC SVCS
331133		9,062.50	CIP - CITY HALL BOILER REPLACEMENT
	Vendor Tota	10,708.74	
330823	SCA OF CA, LLC	17,384.90	PW - STREET SWEEPING (7/23)
330824		600.00	PW - STREET SWEEPING (8/5)
330905		17,384.90	PW - STREET SWEEPING (8/23)
331030		17,384.90	PW - STREET SWEEPING (9/23)
	Vendor Tota	52,754.70	
331134	SCHOOL HEALTH CORPORATION	1,262.31	CSR - 1660 ADULT SPORTS SUPPLIES
	Vendor Tota	1,262.31	
331262	SCOTT FAZEKAS & ASSOCIATES,	6,800.00	PL - PERMIT TECHNICIAN (9/23)
		500.00	PL - BLDG OFFICIAL SVCS (9/23)
	Vendor Tota	7,300.00	
331054	SECTRAN SECURITY INC	681.54	GEN - ARMORED CAR SVC (10/23)
	Vendor Tota	681.54	
330797	SEPULVEDA	27.08	WTR DEP REF -15512 ROSALES
	Vendor Tota	27.08	
331169	SHADE, JEANETTE	150.00	FACILITY DEPOSIT REFUND (SHADE 8153)
	Vendor Tota	150.00	
331263	SHANIKIQWA CHATMAN	250.00	ADMINISTRATIVE CITATION REFUND (CHATMAN
	Vendor Tota	250.00	

Check Number	Vendor Name	Amount	Description
330856	SHOETERIA	200.00	PW - WORK BOOTS (LANDSCAPE)
		200.00	PW - WORK BOOTS (LANDSCAPE)
		115.34	PW - WORK BOOTS (LANDSCAPE)
	– Vendor Tota	515.34	
330886	SMART & FINAL IRIS CO	196.29	CSR - ENP EVENT SUPPLIES (WE)
		141.53	GEN - CC MEETING SUPPLIES (9/11)
		124.00	GEN - CC MEETING SUPPLIES (9/11)
		119.88	CSR - STAR SUPPLIES
		104.00	CSR - STAR SUPPLIES
		82.72	CSR - STAR SUPPLIES
		61.95	CSR - PEP SUPPLIES
		29.97	CSR - STAR SUPPLIES
		28.70	CSR - ENP EVENT SUPPLIES (WE)
		20.00	
		16.30	CSR - PEP SUPPLIES
331055		221.37	
		198.47	
		175.20	CSR - STAR SUPPLIES
		145.61	CSR - STAR SUPPLIES
		89.20	CSR - STAR SUPPLIES
331170		846.35	
001110		108.33	
331171		72.47	
331264		620.75	
001204		240.78	
		130.42	
		123.14	
		113.59	
		78.50	
		62.24	
		50.97	
		30.93	CSR - STAR SUPPLIES
		25.98	CSR - ADAPTIVE RECREATION EVENT (10/20)
	Vendor Tota –	4,259.64	CORTADAL THE RECREATION EVENT (10/20)
330825	SMITH PAINT	138.03	PW - FACILITY MNTC SUPPLIES
	SIVILLE FAINT		PW - GRAFFITI REMOVAL SUPPLIES
330857		1,336.80	
		1,209.84	
224005		209.22	PW - GRAFFITI REMOVAL SUPPLIES
331265	Vendor Tota	439.02 3,332.91	PW - GRAFFITI REMOVAL SUPPLIES
331072	SOCALSHOOTER	694.58	CSR - HALLOWEEN HOOTENANNY
331072	Vendor Tota	<u>694.58</u>	
330858	SOURCE GRAPHICS	2,425.06	CSR - STAR REGISTRATION FORMS
	Vendor Tota	2,425.06	
331192	SOUTH COAST AIR QUALITY	504.91	PW - FY23 GENERATOR FEE(16317 GARFIELD)
55110E		160.35	PW - FY23 EMISSIONS FEE(16317 GARFIELD)
	Vendor Tota	<u> </u>	
331172	SOUTHERN CALIF NEWSPAPER GROUP	1,150.62	PL - PUBLISHED NOTICE (CAPER - SPANISH)
551172	GOUTHERIN GALIF NEWSFAFER GROUP		
		984.78	PL - PUBLISHED NOTICE (CAPER - ENGLISH)
	Vendor Tota	2,135.40	

Check Number	Vendor Name	Amount	Description
330915	SOUTHERN CALIFORNIA EDISON CO.	42,075.76	GEN - FACILITIES & PARKS (6/23)
		4,291.87	
		8,032.55	
		49,663.67	
		676.92	
330975		64,042.16	GEN - FACILITIES & PARKS (7/23)
330973			
		4,636.28	GEN - CLRWTR BLDG (7/23)
		9,637.39	PW - STREET LIGHTS & MEDIANS (7/23)
		41,840.92	
		738.94	GEN - PARAMOUNT PARK (7/23)
331012		2,010.66	CIP - TRAFFIC SIGNAL(ALONDRA/PASS)-HSIP
331056		17,524.63	GEN - FACILITIES & PARKS (8/23)
		4,701.39	GEN - CLRWTR BLDG (8/23)
		9,476.54	PW - STREET LIGHTS & MEDIANS (8/23)
		65,858.22	PW - WATER PRODUCTION WELLS (8/23)
		670.08	GEN - PARAMOUNT PARK (8/23)
	Vendor Tota	325,877.98	
331057	SOUTHWEST PATROL, INC	7,600.00	CSR - PK SUPERVISION SVCS (7/16 - 7/31)
		6,412.50	CSR - PK SUPERVISION SVCS (9/16 - 9/30)
		440.00	CC - CC MEETING SECURITY (9/23)
	Vendor Tota	14,452.50	
330906	SPANGLER CANDY COMPANY	11,415.00	CP - CHRISTMAS TRAIN SUPPLIES
000000	Vendor Tota	11,415.00	
330957	SPECTRUM	769.92	GEN - INTERNET SVCS (10/23)
550351	Vendor Tota	769.92	
220700			
330798	STATE DISBURSEMENT UNIT	430.00	PAYROLL DEDUCTION - PPE 9/22
331007		430.00	PAYROLL DEDUCTION - PPE 10/6
331205		430.00	PAYROLL DEDUCTION - PPE 10/20
330799		115.38	PAYROLL DEDUCTION - PPE 9/22
331008		115.38	PAYROLL DEDUCTION - PPE 10/6
331206	=	115.38	PAYROLL DEDUCTION - PPE 10/20
	Vendor Tota	1,636.14	
331135	STATEWIDE TRAFFIC SAFETY &	21,000.00	PW - HERITAGE FESTIVAL(TRAFFIC CONTROL)
	Vendor Tota	21,000.00	
330859	STEAMX - SIGNAL HILL	1,448.54	PW - GRAFFITI REMOVAL SUPPLIES
331031		206.98	PW - GRAFFITI REMOVAL SUPPLIES
		1,655.52	
330800	STEPHEN DORECK	7,543.26	PW - WATER LEAK REPAIR (16426 INDIANA)
		6,650.32	PW - WATER LEAK REPAIR (14422 ORANGE)
331100		20,750.00	PW - WTR SVC INSTALL (7605 MONROE)
		18,850.00	PW - WTR SVC INSTALL (8439 SOMERSET)
		13,565.00	PW - WTR SVC INSTALL (TEXACO AVE)
		5,150.00	PW - WTR SVC INSTALL (7609 MONROE)
	Vander Tata		
000007	Vendor Tota	72,508.58	
330907	STUFFED SAFARI	5,996.00	CP - TREE LIGHTING EVENT
004050	Vendor Tota	5,996.00	
331058	SU CASA	8,000.00	CP - COMMUNITY ORG FUNDING
	Vendor Tota	8,000.00	
330908	SUBWAY	202.28	CSR - PATHFINDER REFRESHMENTS(10/7)-CBA
	Vendor Tota	202.28	
330958	SUGAR FROM THE HEART	998.75	CSR - HALLOWEEN HOOTENANNY
	Vendor Tota	998.75	

Check Number	Vendor Name	Amount	Description
331266	SUNBELT RENTALS, INC	58.99	PW - FACILITY MNTC SVCS
	Vendor Tota	58.99	
331267	SUNSET PRINTER	132.30	PW - BANNERS
	Vendor Tota	132.30	
330860	SUPERCO SPECIALTY PRODUCTS	2,267.20	PW - GRAFFITI REMOVAL SUPPLIES
		2,266.72	PW - GRAFFITI REMOVAL SUPPLIES
	Vendor Tota	4,533.92	
331136 331173	SUPERIOR COURT OF CALIFORNIA	13,712.93	PS - PARKING VIOLATIONS (9/23) PS - PARKING VIOLATIONS (8/23)
331173	Vendor Tota	15,134.50 28,847.43	FS - FARRING VIOLATIONS (0/23)
331137		2,450.00	PW - TECHNICAL ASSISTANCE (8/23-9/23)
551157	Vendor Tota	2,450.00	FW - TECHNICAL ASSISTANCE (0/23-3/23)
331268	TAPIA, JESSICA	150.00	FACILITY DEPOSIT REFUND (TAPIA 8210)
331200	Vendor Tota	150.00	
330861	TAYLOR'S LOCK & KEY SVCS	30.20	PW - LANDSCAPE MNTC SUPPLIES
331101	TATEORS LOOK WRET SVOS	50.20	
331269		542.27	PW - LANDSCAPE MNTC SUPPLIES
	Vendor Tota	622.69	
330801	TEAMSTERS LOCAL 911	598.00	UNION DUES - PPE 9/22
331009 331207		598.00 598.00	UNION DUES - PPE 10/6 UNION DUES - PPE 10/20
551207	Vendor Tota	1,794.00	
331059	TEURMAN, RAY	750.00	PW - BEE REMOVAL SVCS
001000	Vendor Tota	750.00	
330889	THE CAVANAUGH LAW GROUP, APLC	22,966.70	CA - CITY ATTORNEY SVCS (9/23)
		11,779.30	PS - CITY PROSECUTOR (9/23)
331174		7,740.39	CA - CITY ATTORNEY LEGAL SVCS (8/23)
	Vendor Tota	42,486.39	
330835	THE PUN GROUP, LLP	15,000.00	FIN - AUDIT SVCS (FY 2023)
	Vendor Tota	15,000.00	
331193	THE SALVATION ARMY	25,650.00	PS - BELL SHELTER PROGRAM (9/23)
	Vendor Tota	25,650.00	
331060	THE SAUCE CREATIVE SERVICES	12,172.00	
331175		236.79 50.00	
331270		885.85	
		685.83	
		426.39	CSR - STAR FLYER
		175.00	
		175.00	
331285		229.59	
	Vendor Tota	75.00 15,111.45	CSR - HAUNTED HOUSE FLYER
330802	THR CALIFORNIA LP	14.86	WTR DEP REF - 7048 SAN MIGUEL
00002	Vendor Tota	14.86	
330803	THRU GUIDANCE MINISTRIES, INC	1,911.00	CSR - LEARN TO SKATE (8/23)
00000	Vendor Tota	1,911.00	CON-LEANNE TO OVATE (0/20)
330959	TORRES, MARTHA	200.00	PS - HOME SECURITY REBATE PROGRAM
	Vendor Tota	200.00	
		200.00	

Check Number	Vendor Name	Amount	Description
16697	TOTAL ADMINISTRATIVE SERVICES	961.49	FT FSA - PPE 9/22
16741		961.49	FT FSA - PPE 10/6
331194		248.37	HR - FSA ACCT SVCS (12/23 - 2/24)
	Vendor Tota	2,171.35	
331032	TRINITY CONSULTANTS, INC	10,273.03	PL - AIR MONITORING SVCS (9/23)
	Vendor Tota	10,273.03	
331073	TRIPEPI SMITH & ASSOCIATES	6,068.75	AS - COMMUNICATION CONSULTANT (9/23)
331271		9,081.00	AS - COMMUNICATIONS CONSULTANT (10/23)
		8,984.33	AS - COMMUNICATIONS CONSULTANT (9/23)
	Vendor Tota	24,134.08	

Check Number	Vendor Name	Amount	Description
16707	U S BANK CORPORATE PAYMENT	325.27	CSR - STAR SUPPLIES
		61.74	CSR - STAR UNIFORMS
		536.62	CSR - STAR SUPPLIES
		89.94	
		308.66	
			CSR - MEETING EXPENSE (7/25)
			CSR - MEETING EXPENSE (7/25)
		131.40	
		203.08	
		10.95	
			CSR - MEETING EXPENSE (7/24) CSR - ENP EXCURSION (7/21) - CREDIT
		5.00	
		30.85	
		2.00	
		166.80	CSR - DAY CAMP SUPPLIES
		11.99	CSR - ENP EVENT SUPPLIES
		105.84	
		82.95	
			CSR - STAR SUPPLIES
		31.42	CSR - RECREATION SUPPLIES
		24.80	CSR - STAR UNIFORMS
		330.00	CSR - HISTORICAL SOCIETY INSURANCE
		111.94	CSR - STAR SUPPLIES
		2,810.00	CSR - DAY CAMP EXCURSION (8/4-CBA)
		13.27	
		2,310.00	CSR - PATHFINDERS EXCURSION (7/9)
		860.00	
		124.46	
			GEN - CC MEETING EXPENSE (8/4)
		1.00	
		60.19	
		73.06	CSR - STAR SUPPLIES
		185.43 50.00	
		113.30	
			CSR - CITYWIDE EXCURSION (8/9)
			CSR - CITYWIDE EXCURSION (9/21)
		2,315.00	
		283.00	CSR - ENP EXCURSION (8/9)
		116.87	CSR - ENP EVENT SUPPLIES
		875.00	
		491.99	
		496.10	CP - BACK TO SCHOOL EVENT
		29.00	CSR - PATHFINDERS SEMINAR SUPPLIES
		303.53	
			CSR - STAR SUPPLIES
			CP - BACK TO SCHOOL EVENT (CREDIT)
			CSR - STAR SUPPLIES
		563.48	
			CSR - STAR SUPPLIES
			CP - BACK TO SCHOOL EVENT
		14.79	
		209.95	
			CSR - STAR SUPPLIES CSR - OFFICE SUPPLIES
16708		58.87	
10700			PS - MEETING EXPENSE (7/26)
			PS - MEETING EXPENSE (7/26) - CREDIT
		20.28	

Check Number	Vendor Name	Amount	Description
16708	U S BANK CORPORATE PAYMENT	19.99	PS - MEETING EXPENSE (8/4)
		19.99	PS - MEETING EXPENSE (8/4)
		150.00	PS - PITCH-IN PARAMOUNT
		4.84	PS - OFFICE SUPPLIES
		12.12	PS - OFFICE SUPPLIES
		15.70	
		125.00	
		75.00	PS - CCCA DIRECTOR'S MEETING (MM,EW,MD)
		50.00	
		25.00	
40700		45.35	
16709		505.71	,
		126.79	
		247.80	
16710		1,705.00	(, , , , , , , , , , , , , , , , , , ,
16710		350.00 525.00	
		350.00	
		1,062.43	
		350.00	
		109.15	
16711		134.66	
16712		51.85	(, , , , , , , , , , , , , , , , , , ,
10112		100.00	()
		161.67	
16713		268.00	
		21.00	
		38.75	
		330.74	GEN - CAMERA ZOOM LENS
		992.24	GEN - CAMERA
		326.31	GEN - CAMERA ACCESSORIES
		1,140.00	HR - CALPELRA CONFERENCE (NL)
		1,140.00	AS - CALPELRA CONFERENCE (AV)
		178.61	AS - SHAREPOINT TRAINING (8/9)
		408.00	GEN - JOTFORM SUBSCRIPTION (FY24)
		410.72	GEN - COMPUTER MNTC SUPPLIES
		667.86	()
16714		217.97	
		-100.98	, , , , , , , , , , , , , , , , , , ,
		-100.98	(-)
			CC - GATEWAY CITIES CONF (VCS)
			CM - GATEWAY CITIES CONF
		76.50	(, , , , , , , , , , , , , , , , , , ,
		76.50	
		25.00	
		25.00	(),
		25.00	
		25.00	
16715		300.00 88.10	
10/10		9.95	
		83.86	
		87.59	
		49.27	
		72.76	
		208.00	
		152.51	
		49.04	
		29.94	· · · · ·
		211.42	
		211.72	

Check Number	Vendor Name	Amount	Description
16716	U S BANK CORPORATE PAYMENT	500.00	PL - RADIUS MAPS & LABEL NOTIFICATION
		500.00	PL - RADIUS MAPS & LABEL NOTIFICATION
		500.00	PL - RADIUS MAPS & LABEL NOTIFICATION
		227.95	PC - PLANNING COMMISSION MEETING
		135.00	PL - ICC CERTIFICATE (DM)
		777.00	PL - APA MEMBERSHIP (JK)
		500.00	PL - RADIUS MAPS & LABEL NOTIFICATION
	Vendor Tota	37,805.38	
330909	U S POSTAL SVC/ U S POSTMASTER	200.00	FIN - BRM PERMIT POSTAGE DEPOSIT
331033		3,000.00	FIN - BULK MAIL PERMIT #3
331195	-	3,208.32	CP - AROUND TOWN (WINTER)
	Vendor Tota	6,408.32	
331196	UBEO WEST LLC	477.16	FIN - COPIER USAGE (9/23)
		680.80	GEN - COPIER USAGE (9/23)
		248.57	
		224.63	
		583.65	CSR - COPIER USAGE (9/23)
	Vendor Tota	164.64 2,379.45	PW - COPIER USAGE (9/23)
330910		12,225.62	CP - CHRISTMAS TRAIN EVENT
330910	OLINE SHIFFING SOFFLY	3,728.84	
330931		298.67	CSR - EQUIPMENT MNTC SUPPLIES
000001	- Vendor Tota	16,253.13	
330887	UNDERGROUND SERVICE ALERT	47.18	PW - WATER OPER MNTC SVCS (8/23)
330932	SIDERGROOND SERVICE ALERT	248.00	
331176		144.75	PW - WATER OPER MNTC SVCS (9/23)
001110		47.18	PW - WATER OPER MNTC SVCS (9/23)
	– Vendor Tota	487.11	
330911	UNITED RENTALS	6,493.73	CSR - STAR SEA-BIN CONTAINER (1)
	Vendor Tota	6,493.73	
331010	UNITED STATES TREASURY	636.00	PAYROLL DEDUCTION - PPE 10/6
	Vendor Tota	636.00	
330826	UNIVAR USA	2,457.03	PW - WATER OPER MNTC SUPPLIES
		2,092.43	
		2,060.74	PW - WATER OPER MNTC SUPPLIES
		1,187.12	PW - FACILITY MNTC SUPPLIES
		872.46	PW - WATER OPER MNTC SUPPLIES
		778.98	PW - WATER OPER MNTC SUPPLIES
331034		3,098.79	
224402		779.28	
331102		701.09	
331272		2,029.04 740.03	PW - WATER OPER MNTC SUPPLIES PW - WATER OPER MNTC SUPPLIES
	– Vendor Tota	16,796.99	
331138	UNIVERSITY TROPHIES	85.44	CP - PLAQUE (CC)
		72.77	CP - MAYOR'S AWARD (10/23)
		21.50	GEN - COMMISSIONER NAMEPLATES
	Vendor Tota	179.71	
331177	URIBE, ANDREA	150.00	FACILITY DEPOSIT REFUND (URIBE 8163)
	– Vendor Tota	150.00	
330933	US BANK VOYAGER FLEET	175.29	PW - CNG FUEL (9/23)
		175.29 241.76	PW - CNG FUEL (9/23) PW - CNG FUEL (9/23)

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Check Number	Vendor Name	Amount	Description
330960	USI, INC.	1,648.09	CSR - STAR SUPPLIES
	Vendor Tota	1,648.09	
331061	V V & G CONSTRUCTION	1,375.00	PL - RES REHAB (15118 BELLOTA)
	Vendor Tota	1,375.00	
330804	VALVERDE CONSTRUCTION	8,682.73	PW - WATER LEAK REPAIR (16860 DOWNEY)
330827		16,551.24	PW - WATER SVC REPAIR (15365 GUNDRY)
		11,476.45	PW - WATER SVC REPAIR (7014 MYRRH)
	Vendor Tota	36,710.42	
331011	VAN DER ZANDEN, ZACHARY	123.42	PS - UNIFORMS (ZV)
	Vendor Tota	123.42	
330912	VELASCO, DANIEL	150.00	FACILITY DEPOSIT REFUND (VELASCO 8189)
	Vendor Tota	150.00	
330961	VERIZON WIRELESS - LA	10.02	GEN - EOC CELLULAR & P/R DEVICE (9/23)
		38.01	AS - CELLULAR SERVICE (9/23)
		52.88	CM - CELLULAR SERVICE (9/23)
		411.12	
		1,311.88	CSR - STAR CELLULAR SERVICE (9/23)
		114.03	PL - CELLULAR SERVICE (9/23)
		228.06	PS - CELLULAR SERVICE (9/23)
		535.77	PS - CELLULAR SERVICE (9/23)
		38.01	PW - USB AIRCARD WELL #14 (9/23)
		350.92	PW - CELLULAR SERVICE (9/23)
		42.08	AS - SOCIAL MEDIA CELLULAR (9/23)
		255.55	PW - CELLULAR EQUIPMENT
	Vendor Tota	3,388.33	
330962	VIDIFLO, LLC	1,320.00	GEN - A/V SYSTEM MNTC
	Vendor Tota	1,320.00	
330913	VISION SERVICE PLAN	1,939.05	VISION INSURANCE (10/23)
	Vendor Tota	1,939.05	
330828	VISTA PAINT CORPORATION	28.58	PW - WATER OPER MNTC SUPPLIES
	Vendor Tota	28.58	
331273	VITAL RECORDS HOLDINGS, LLC	88.38	GEN - SHREDDING SVCS (9/23)
		7.95	GEN - SHREDDING SVCS (9/23)
	Vendor Tota	96.33	

Check Number	Vendor Name	Amount	Description
330862	WALMART COMMUNITY	157.73	CSR - PATHFINDERS SEMINAR SUPPLIES
		236.57	CSR - STAR SUPPLIES
		262.75	CSR - ENP EVENT SUPPLIES
		513.21	CP - BACK TO SCHOOL EVENT
		490.40	CSR - STAR SUPPLIES
		212.25	CSR - STAR SUPPLIES
		517.00	CSR - STAR SUPPLIES
		549.46	
		49.50	
		70.30	CSR - STAR SUPPLIES
		63.38	
		86.67	
		48.22	
		40.22	
			CSR - MOMMY & ME SUPPLIES
		240.19	
		113.18	
		196.18	
		186.92	
		168.28	
		467.99	
		621.91	CSR - STAR SUPPLIES
331208		82.49	CSR - PATHFINDERS SEMINAR SUPPLIES
		37.38	CSR - PATHFINDERS SEMINAR SUPPLIES
		213.90	CSR - ENP EVENT SUPPLIES
		170.62	CSR - STAR SUPPLIES
		67.70	CSR - STAR SUPPLIES
		72.31	CSR - STAR SUPPLIES
		570.92	CSR - STAR SUPPLIES
		177.68	CP - CHRISTMAS TRAIN SUPPLIES
		45.87	CP - CHRISTMAS TRAIN SUPPLIES
		161.97	
		270.00	
		95.20	
		590.61	
		1,183.59	
		131.82	
		36.89	
		452.32	
	-	52.19	CSR - STAR SUPPLIES
	Vendor Tota	10,107.24	
330829	WALTERS WHOLESALE	226.09	PW - FACILITY MNTC SUPPLIES
331103		48.17	PW - FACILITY MNTC SUPPLIES
	Vendor Tota	274.26	
330888	WATER REPLENISHMENT DISTRICT	102,082.59	PW - GROUNDWATER PRODUCTION (7/23)
331197		101,278.89	PW - GROUNDWATER PRODUCTION (8/23)
	- Vendor Tota	203,361.48	
331035	WATERLINE TECHNOLOGIES, INC	1,882.19	PW - FACILITY MNTC SUPPLIES
331062	WATENLINE LEGINOLOGIES, ING	,	PW - FACILITY MINTC SUPPLIES PW - FACILITY MNTC SUPPLIES
331002		81.94	
	Vendor Tota	1,964.13	

Check Number	Vendor Name	Amount	Description
330830	WECK LABORATORIES, INC.	552.00	PW - WATER CHEMICAL TESTING
		432.00	PW - WATER CHEMICAL TESTING
		432.00	PW - WATER CHEMICAL TESTING
		432.00	PW - WATER CHEMICAL TESTING
		432.00	PW - WATER CHEMICAL TESTING
		223.00	PW - WATER CHEMICAL TESTING
		45.00	PW - WATER CHEMICAL TESTING
		45.00	PW - WATER CHEMICAL TESTING
		45.00	PW - WATER CHEMICAL TESTING
		45.00	PW - WATER CHEMICAL TESTING
		45.00	PW - WATER CHEMICAL TESTING
		45.00	PW - WATER CHEMICAL TESTING
331178		267.00	PW - WATER CHEMICAL TESTING
331274		432.00	PW - WATER CHEMICAL TESTING
		45.00	PW - WATER CHEMICAL TESTING
	Vendor Tota	3,517.00	
16729	WELLS FARGO BANK	524.90	GEN - CITY BANK ANALYSIS (9/23)
	Vendor Tota	524.90	
330831	WEST COAST ARBORISTS, INC	33,698.60	PW - LANDSCAPE MNTC SVCS (8/16 - 8/31)
		20,459.20	PW - LANDSCAPE MNTC SVCS (LKWD MEDIAN)
331104		810.00	PW - LANDSCAPE MNTC SVCS
331179		42,263.90	PW - TREE MNTC SVCS (9/1 - 9/15)
	Vendor Tota	97,231.70	
330976	WEST COAST SANITATION	245.64	PS - PITCH-IN PARAMOUNT (9/23)
331198		622.05	PS - PUBLIC SAFETY EXPO (10/14)
	Vendor Tota	867.69	
330832	WESTERLY METER SERVICE COMPANY	560.00	PW - WATER OPER MNTC SVCS
330934		630.00	PW - WATER METER TESTING
	Vendor Tota	1,190.00	
330833	WHITE CAP, L.P.	2,866.49	PW - WATER OPER MNTC SUPPLIES
330863		590.87	PW - STREET MNTC SUPPLIES
		175.27	PW - STREET MNTC SUPPLIES
331036		294.51	PW - LANDSCAPE MNTC SUPPLIES
331063		605.75	PW - FACILITY MNTC SUPPLIES
	Vendor Tota	4,532.89	
330834	WILLDAN ASSOCIATES, INC	9,000.00	CIP - NEIGHBORHOOD ST RESURFACING(8/23)
		41,250.00	CIP - NEIGHBORHOOD ST RESURFACING(8/23)
		18,049.50	CIP - DILLS PK COMMUNITY ORCHARD (8/23)
		13,460.00	CIP - DILLS PARK RENOVATION (P68-8/23)
		6,750.00	CIP - ARTERIAL STREET RESURF (8/23)
		6,113.28	CIP - CITY HALL PARKING LOT (8/23)
		3,031.78	CIP - WSAB BIKEWAY PHASE 3 (RMC-8/23)
		3,000.00	CIP - TRAFFIC SAFETY IMP (HUNSAKER)
		1,150.00	CIP - TRAFFIC SAFETY IMPROVEMENTS(8/23)
	Vendor Tota	101,804.56	
330963	WILLIAMS, ANIYAH	720.00	CSR - K/T TUMBLING/GYMNASTIC (9/23)
		308.00	CSR - K/T KIDDIE CHEER & DANCE (9/23)
		176.00	CSR - K/T KIDDIE BALLET & JAZZ (9/23)
		432.00	CSR - K/T CHEER & DANCE (9/23)
331275		1,008.00	CSR - K/T TUMBLING/GYMNASTIC (10/23)
		384.00	CSR - K/T CHEER/DANCE/GYMNASTICS(10/23)
		132.00	CSR - K/T KIDDIE BALLET/TAP (10/23)
		220.00	CSR - PUMP IT UP CHEER/DANCE/GYM(10/23)

CITY OF PARAMOUNT FINAL CHECK REGISTER October 31, 2023 Pre-issue Checks

Check Number	Vendor Name	Amount	Description
16719	XPRESS BILL PAY	39.21	GEN - ONLINE PERMIT CC FEES (9/23)
	Vendor Tota	39.21	
330964	YAZKAARA, FAVELA LOPEZ	200.00	PS - HOME SECURITY REBATE PROGRAM
	Vendor Tota	200.00	
330805	Z ELECTRIC & SON OF CALIFORNIA	23,598.00	PW - EMERGENCY ELECTRICAL REPAIRS
	Vendor Tota	23,598.00	
330935	ZOLL MEDICAL CORPORATION	1,913.80	RM - AED MNTC
	Vendor Tota	1,913.80	
330914	ZONES	3,119.26	GEN - MS OFFICE 365 SVCS (9/23)
		2,500.47	GEN - SOUNBAR (27)
		1,964.66	GEN - WEBCAM (27)
		-270.91	GEN - COMPUTER MNTC SUPPLIES (CREDIT)
330965		3,274.44	GEN - MS OFFICE 365 SVCS (10/23)
331199		3,413.80	CSR - STAR DELL OPTIPLEX DESKTOP (3)
		1,802.08	CSR - STAR DELL LATITUDE LAPTOP (1)
		648.64	CSR - STAR DELL MONITOR (3)
	Vendor Tota	16,452.44	
330806	ZUMAR INDUSTRIES, INC.	220.83	PW - TRAFFIC SAFETY SUPPLIES
331064		228.00	PW - STREET MNTC SUPPLIES
	Vendor Tota	448.83	

A total of 596 checks were issued for

\$6,661,675.48

ORDINANCE NO. 1176

"AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF PARAMOUNT, APPROVING ZONE CHANGE NO. 246, CHANGING THE OFFICIAL ZONING MAP FROM R-2 (MEDIUM DENSITY RESIDENTIAL) TO PD-PS (PLANNED DEVELOPMENT WITH PERFORMANCE STANDARDS)/SINGLE-FAMILY RESIDENTIAL AT 16305 HUNSAKER AVENUE TO ALLOW THE DISPOSITION OF THE PROPERTY TO A NONPROFIT AFFORDABLE HOUSING DEVELOPER AND THE SUBDIVISION OF THE PROPERTY INTO TWO PARCELS FOR THE CONSTRUCTION OF ONE SINGLE-FAMILY HOME ON EACH RESULTING PROPERTY FOR THE FUTURE SALE TO INCOME-QUALIFYING HOUSEHOLDS"

MOTION IN ORDER:

READ BY TITLE ONLY, WAIVE FURTHER READING, AND ADOPT ORDINANCE NO. 1176.

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



To: Honorable City Council
From: John Moreno, City Manager
By: Heidi Luce, City Clerk
Date: November 14, 2023

Subject: ORDINANCE NO. 1176

BACKGROUND

The City Council, at its regularly scheduled meeting on October 10, 2023, introduced Ordinance No. 1176 and placed it on the November 14, 2023 agenda for adoption.

ORDINANCE NO. 1176

"AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF PARAMOUNT, APPROVING ZONE CHANGE NO. 246, CHANGING THE OFFICIAL ZONING MAP FROM R-2 (MEDIUM DENSITY RESIDENTIAL) TO PD-PS (PLANNED DEVELOPMENT WITH PERFORMANCE STANDARDS)/SINGLE-FAMILY RESIDENTIAL AT 16305 HUNSAKER AVENUE TO ALLOW THE DISPOSITION OF THE PROPERTY TO A NONPROFIT AFFORDABLE HOUSING DEVELOPER AND THE SUBDIVISION OF THE PROPERTY INTO TWO PARCELS FOR THE CONSTRUCTION OF ONE SINGLE-FAMILY HOME ON EACH RESULTING PROPERTY FOR THE FUTURE SALE TO INCOME-QUALIFYING HOUSEHOLDS."

DISCUSSION

Ordinance No. 1176, as shown above, is presented for adoption at tonight's meeting. The agenda report from the October 10, 2023 meeting is attached 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. This item aligns with Strategic Outcome No. 6: Efficient, Effective, and Fiscally Responsible.

RECOMMENDED ACTION

It is recommended that the City Council read by title only, waive further reading, and adopt Ordinance No. 1176.



To: Honorable City Council

From: John Moreno, City Manager

- By: John Carver, Planning Director Sol Bejarano, Management Analyst
- **Date:** October 10, 2023

Subject: ORDINANCE NO. 1176/ZONE CHANGE NO. 246 16305 HUNSAKER AVENUE

BACKGROUND

The Zoning Map, adopted with the Zoning Ordinance in 1962, can be amended in accordance with the provisions of Chapter 17.52 of the Municipal Code. Following a Planning Commission recommendation, the City Council can consider a proposed zone change.

This item is a request to change the official Zoning Map from R-2 (Medium Density Residential) to PD-PS (Planned Development with Performance Standards)/Single-Family Residential at 16305 Hunsaker Avenue. The Planning Commission reviewed the proposed zone change with a public hearing on July 5, 2023, and unanimously recommended approval.

This zone change precedes the transfer of the property at 16305 Hunsaker Avenue to a nonprofit affordable housing developer and the subdivision of the property into two separate parcels. One single-family home will be constructed on each of the two resulting properties for the future sale to income-qualifying households.

The property is 7,840 square feet and consists of two detached housing units. The first structure measures 1,642 square feet, and the second structure measures 814 square feet. As evidenced by the following site photos, the property has been in an extremely dilapidated condition for several years and has had a long history of numerous code violations over the years.

In 2019, the City Council authorized acquisition of the 7,840 square-foot site using the former Redevelopment Agency's Low-to-Moderate Income Housing Fund with the purpose of building affordable housing.

Site Photos

Below is a photo looking west at the front of the subject property and one photo looking south at the rear of the property.



DISCUSSION

Pending City Council review and approval of a Development and Disposition Agreement at a later date, staff will be proposing to partnership with Habitat for Humanity of Greater Los Angeles, Inc., to develop the property. As a California nonprofit organization, Habitat for Humanity works with families, local communities, volunteers, and partners from around the world so more people can live in affordable and safe homes. With the unique shape of the lot, the particular size, and the current R-2 (Medium Residential Density) zoning designation, only one single-family residential unit could be constructed at the site. The PD-PS proposal will allow for the development of two single-family homes on individual parcels. Doing so will allow for an additional affordable unit to benefit an additional qualifying household. Both lots will be accessed from the public street and have an easement for a shared driveway approach and driveway leading to each unit's two-car garage.

Aerial Photo

Below is an aerial photograph indicating the location of the subject site.

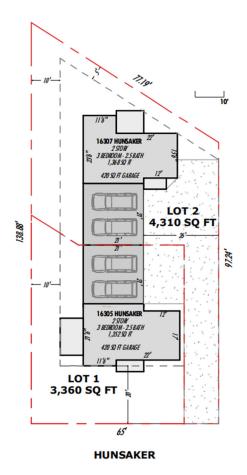


Project

As seen in the following site plan, the project consists of subdividing the property into two parcels for the construction of two attached two-story single-family homes that will share one common wall along the garages. Each home will have three bedrooms, two and one-half bathrooms, and a laundry closet. The lots are 3,360 square feet and 4,310 square feet respectively. The street-facing lot (Lot 1) will measure 3,360 square feet, and the home will contain 1,352 square feet of livable space with an attached 441 square foot two-car garage. The rear lot (Lot 2) will measure 4,310 square feet, and the home will contain 1,368 square feet of livable space with an attached 441 square foot two-car garage. The parcels in this project will incorporate the appropriate setback requirements in proportion to the lot size, and the design will be reviewed administratively.

Site Plan

Below is the proposed site plan.



Analysis

The existing R-2 zone allows one housing unit for every 3,750 square feet of lot area, with each property having a side yard of not less than five feet, a rear yard of not less than 10 feet, and a front yard of not less than 20 feet. As mentioned above, the proposed project involves constructing two 2-story single-family homes on individual lots that will be sold separately. The proposed zone change represents an increase in the number of units at the site. The zone change will meet a market need for low-density residential development and will provide two affordable homes for low-to-moderate income households.

The proposed zone change is consistent with the General Plan Land Use Designation of Multiple-Family Residential, which allows single-family and multifamily residential uses. Given that the current R-2 zoning standards permit two single-family residential units at the property and the proposal is to construct two single-family units, the project is not out of character with the General Plan. Finally, the project will integrate well with the surrounding neighborhood, which is comprised of single-family residential properties developed at varying densities.

Proposed Zone Change

The existing and proposed Zoning Map are included as attachments. Maps representing land use and the General Plan Land Use Designation are also included for reference.

Summary

The requested zone change will allow for the development and individual sale of two single-family residential parcels. The proposal will successfully integrate into the surrounding neighborhood. Approval of the proposed project will allow for a significant aesthetic improvement to the physical environment on Hunsaker Avenue. Additionally, the project will be similar to the Gold Key Development housing tract off of Atlantic Place, a highly successful residential project with smaller lots and building setbacks than a typical single-family residential development.

Environmental Assessment

The project is exempt from the provisions of the California Environmental Quality Act (CEQA) as a Class 32 Categorical Exemption – infill development projects in urban areas.

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 and No. 3: Economic Health.

RECOMMENDED ACTION

It is recommended that the City Council read by title only, waive further reading, introduce Ordinance No. 1176, and place it on the November 14, 2023 agenda for adoption.

CITY OF PARAMOUNT LOS ANGELES COUNTY, CALIFORNIA

ORDINANCE NO. 1176

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF PARAMOUNT, APPROVING ZONE CHANGE NO. 246, CHANGING THE OFFICIAL ZONING MAP FROM R-2 (MEDIUM DENSITY RESIDENTIAL) TO PD-PS (PLANNED DEVELOPMENT WITH PERFORMANCE STANDARDS)/SINGLE-FAMILY RESIDENTIAL AT 16305 HUNSAKER AVENUE TO ALLOW THE DISPOSITION OF THE PROPERTY TO A NONPROFIT AFFORDABLE HOUSING DEVELOPER AND THE SUBDIVISION OF THE PROPERTY INTO TWO PARCELS FOR THE CONSTRUCTION OF ONE SINGLE-FAMILY HOME ON EACH RESULTING PROPERTY FOR THE FUTURE SALE TO INCOME-QUALIFYING HOUSEHOLDS

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

<u>SECTION 1</u>. **Purpose and Findings.** The City Council finds and declares as follows:

WHEREAS, California Constitution Article XI, Section 7, enables the City of Paramount ("the City") to enact local planning and land use regulations; and

WHEREAS, the authority to adopt and enforce zoning regulations, including the location and boundaries of the various zones shown and delineated on the Official Zoning Map of the City, is an exercise of the City's police power to protect the public health, safety, and welfare; and

WHEREAS, the City desires to ensure that development occurs in a prudently effective manner, consistent with the goals and objectives of the Paramount General Plan as updated and adopted by the City Council on August 7, 2007 and reasonable land use planning principles; and

WHEREAS, the Planning Commission held a duly noticed public hearing on July 5, 2023 at which time it considered all evidence presented, both written and oral, and at the end of the hearing voted to adopt Resolution No. PC 23:024, recommending that the City Council adopt this Ordinance; and

WHEREAS, the City Council held a duly noticed public hearing on this Ordinance on October 10, 2023, at which time it considered all evidence presented, both written and oral.

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

<u>SECTION 2</u>. The official Zoning Map of the City of Paramount adopted by Ordinance No. 178 on February 20, 1962 is amended as shown on the map attached hereto, marked "Exhibit A", to be zoned PD-PS (Planned Development with Performance Standards)/Single-Family Residential. Said change shall be made on the official Zoning Map of the City of Paramount

Said zone change shall be subject to the following conditions:

Permitted uses – general:

The following uses shall be permitted in this PD-PS zone:

- 1. <u>Single-family dwelling</u>. Lots shall be used for residential purposes only and no building shall be erected, altered, placed, or permitted to remain on any lot other than a detached single-family dwelling. No part of the properties shall ever be used or caused allowed or authorized to be used in any way, directly or indirectly, for any business, commercial, manufacturing, mercantile, storing, vending, and other such nonresidential purpose.
- 2. <u>Attached accessory buildings and structures including private garages</u>.
- 3. <u>Accessory dwelling units (ADUs)</u>. ADUs are subject to all requirements of Chapter 17.104 of the Paramount Municipal Code.
- 4. <u>Animals</u>. Dogs and cats as household pets within approved housing units, provided that the total number is any combination thereof shall not exceed two per housing unit. Livestock, including cattle, sheep, goats, horses, rabbits, rodents, poultry, fowl, and pigeons are prohibited.
- 5. <u>Home garden</u>. A home garden is permitted as a complement or accessory to a completed development project.
- 6. <u>Home occupation</u>. A Home Occupation Permit may be granted pursuant to Section 17.08.020 of the Paramount Municipal Code for residents in approved housing units.
- 7. <u>Family daycare homes</u>. A family daycare home shall comply with all relevant regulations from all relevant State of California, Los Angeles County, and City of Paramount codes and regulations and maintain an active City of Paramount business license.
- 8. <u>Small licensed residential care facilities</u>. A small licensed residential care facility shall comply with all relevant regulations from all relevant State of California, Los Angeles County, and City of Paramount codes and regulations and maintain an active City of Paramount business license.

Prohibited uses:

1. <u>Short-term rentals</u>. A short-term rental means a residential building or a portion of a residential building that is rented to a person or person for 30 consecutive days or less.

Performance standards:

- 1. <u>Permitting</u>. All uses that require a conditional use permit shall obtain a conditional use permit before operating.
- 2. <u>Vehicle parking</u>. The parking of any vehicle in any area on the property other than the garage or driveway is prohibited.
- 3. <u>Recreational vehicles prohibited</u>. The parking or outdoor storage of any recreational vehicle is prohibited. Such recreational vehicles shall include, but are not limited to motorhomes, boats, travel trailers, and transport trailers.
- 4. <u>Satellite dish</u>. The installation of a satellite dish shall not be visible from a public street.
- 5. <u>Pole/antennae</u>. No television or radio poles, antennae, or other external fixtures other than those originally installed by the developer and any replacements thereof, shall be constructed, erected, or maintained.
- 6. <u>Clotheslines</u>. Clotheslines shall not be visible from the public right-of-way.
- 7. <u>Trash/recyclables</u>. Trash, recyclables, garbage, or other waste shall be kept only in sanitary containers that shall be stored in a location so as not to be visible from the public right-of-way. All of said aforementioned containers shall be kept and maintained within the walls of the designated trash room of the approved building except when being emptied by a collector.
- 8. <u>Storage</u>. The storage or accumulation of junk, trash, and other offensive or noxious materials is specifically prohibited. No burning on any lot shall be permitted except in fireplaces or barbecues, if any. No lumber, metals, machinery, equipment or building materials shall be kept, stored, or allowed to accumulate. Tenant storage shall be limited to the accessory storage on the premises and shall be within the approved and enclosed building.
- 9. <u>Modifications</u>. No alterations or modifications to the exterior of the buildings, fences, railings, walls or other improvements constructed on the lot, and no changes to the grade or drainage pattern of the lot, shall occur without the prior consent of the Planning Director.

10. <u>Home gardens</u>. Edible plant materials shall be promptly harvested and removed when mature or ripe. Plants not harvested for consumption shall be promptly removed or tilled into the soil. Planting areas fallowed between growing seasons shall be covered with mulch or similar material or otherwise maintained in clean condition until the next planting period. Weeds shall be promptly removed. Actions shall be taken to prevent and eliminate pests.

Development standards:

- 1. <u>Setbacks</u>. Building setbacks are to be as shown on the submitted site plan and made by reference a part of this zone change.
- 2. <u>Parking</u>. Vehicular parking shall be provided and accessible as shown on the approved site plan.
- 3. <u>Signage</u>. Each lot or parcel of land in this PD-PS zone may have the following signs:
 - a. Address numbers minimum four inches in height and maximum eight inches in height.
- 4. <u>Mailboxes</u>. Mailboxes shall be installed by the developer and maintained in perpetuity.
- 5. <u>Fences, etc</u>. No fence or hedge exceeding 42 inches in height shall be erected or permitted in the front setback areas on any lot. No chainlink fences will be permitted.
- 6. <u>Security bars</u>. No wrought iron, metal, steel, etc. security bars shall be installed on exterior of any window. All exterior doors must be able to open without special knowledge or tools.
- 7. <u>Tarps</u>. The use of tarps is prohibited in front setbacks, side setbacks, rear yard areas, over driveways, and in parking and circulation areas.
- 8. <u>Landscaping/irrigation</u>. Landscaping and irrigation shall comply with Chapter 17.96 (Water-Efficient Landscape Provisions) of the Paramount Municipal Code.
- 9. <u>Security wire</u>. No barbed wire, concertina wire, razor wire or cut glass shall be installed.

Compliance with Chapter 17.72 (PD-PS, Planned Development with Performance Standards Zone) of the Paramount Municipal Code.

This zone change case shall comply with all conditions set forth in Chapter 17.72 (PD-PS, Planned Development with Performance Standards Zone) of the Paramount Municipal Code, Section 17.72.010 to 17.72.210, inclusive.

<u>SECTION 3</u>. California Environmental Quality Act (CEQA). This project is exempt from the provisions of the California Environmental Quality Act (CEQA) as a Section 15332, Class 32 Categorical Exemption – infill development.

SECTION 4. 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 5. This Ordinance shall be certified as to its adoption by the City Clerk and shall be published once in the Paramount Journal within 15 days after its adoption together with the names and members of the City Council voting for and against the Ordinance.

SECTION 6. 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 14th day of November 2023.

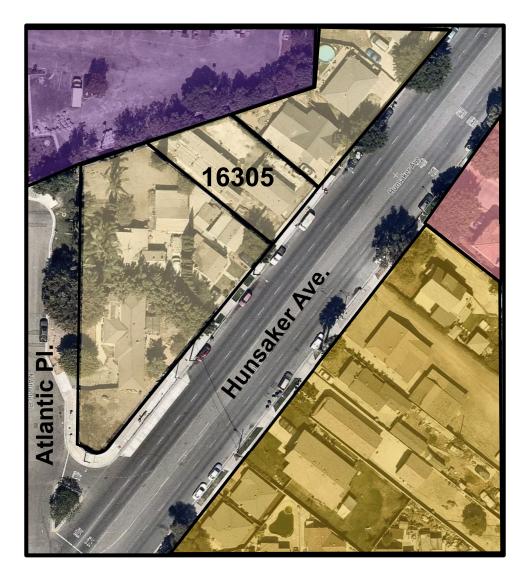
Isabel Aguayo, Mayor

Attest:

Heidi Luce, City Clerk

EXHIBIT A

Ordinance No. 1176/Zone Change No. 246 Existing Zoning



- R-2 (Medium Density Residential)
- R-M (Multiple-Family Residential)

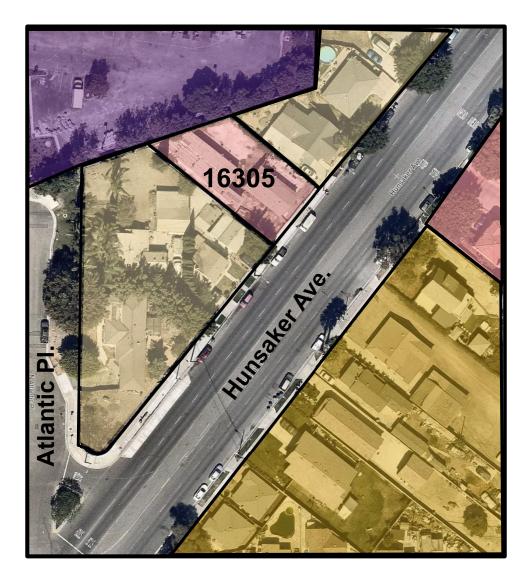


PD-PS (Planned Development with Performance Standards)



- C-M (Commercial-Manufacturing)

Ordinance No. 1176/Zone Change No. 246 Proposed Zoning



- R-2 (Medium Density Residential)
- R-M (Multiple-Family Residential)

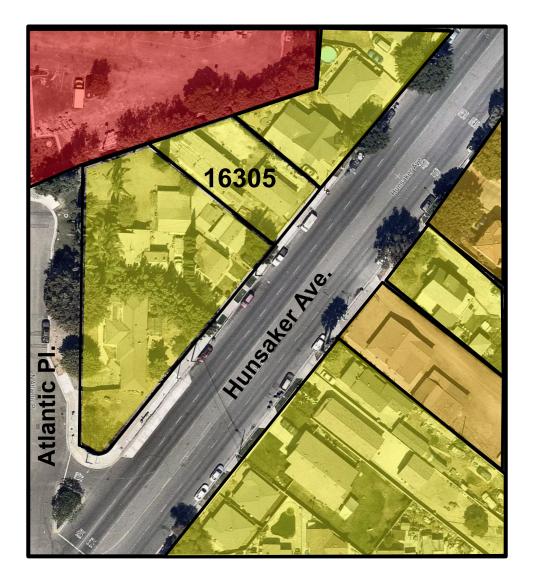


PD-PS (Planned Development with Performance Standards)



C-M (Commercial-Manufacturing)

Ordinance No. 1176/Zone Change No. 246 Land Use





Single-Family Residential

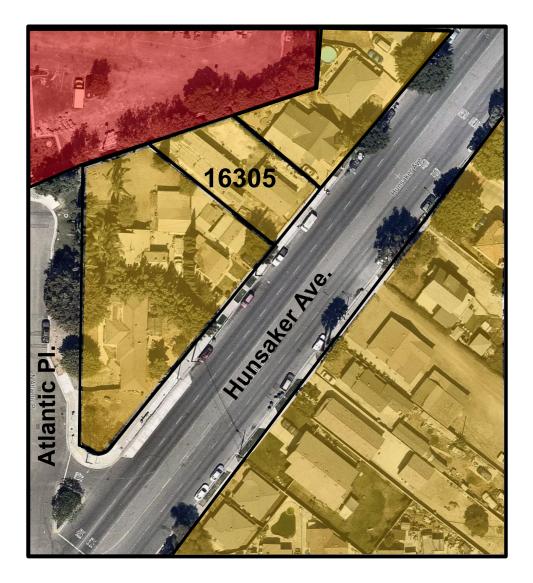


Multiple-Family Residential



Commercial

Ordinance No. 1176/Zone Change No. 246 General Plan Land Use Designation





Single-Family Residential



Multiple-Family Residential



Commercial

ORDINANCE NO. 1178

"AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF PARAMOUNT, REPEALING INTERIM URGENCY ORDINANCE NO. 1157, APPROVING ZONING ORDINANCE TEXT AMENDMENT NO. 32, AMENDING SECTION 17.04.010 (DEFINITIONS), ADDING SECTION 17.08.020(I), AND ADDING SECTION 17.08.140 TO TITLE 17 (ZONING) OF THE PARAMOUNT MUNICIPAL CODE, IMPLEMENTING THE PROVISIONS OF SENATE BILL 9 FOR THE CITY OF PARAMOUNT"

MOTION IN ORDER:

READ BY TITLE ONLY, WAIVE FURTHER READING, AND ADOPT ORDINANCE NO. 1178.

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



To: Honorable City Council
From: John Moreno, City Manager
By: Heidi Luce, City Clerk
Date: November 14, 2023

Subject: ORDINANCE NO. 1178

BACKGROUND

The City Council, at its regularly scheduled meeting on October 10, 2023, introduced Ordinance No. 1178 and placed it on the November 14, 2023 agenda for adoption.

ORDINANCE NO. 1176

"AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF PARAMOUNT, REPEALING INTERIM URGENCY ORDINANCE NO. 1157, APPROVING ZONING ORDINANCE TEXT AMENDMENT NO. 32, AMENDING SECTION 17.04.010 (DEFINITIONS), ADDING SECTION 17.08.020(I), AND ADDING SECTION 17.08.140 TO TITLE 17 (ZONING) OF THE PARAMOUNT MUNICIPAL CODE, IMPLEMENTING THE PROVISIONS OF SENATE BILL 9 FOR THE CITY OF PARAMOUNT."

DISCUSSION

Ordinance No. 1178, as shown above, is presented for adoption at tonight's meeting. The agenda report from the October 10, 2023 meeting is attached 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. This item aligns with Strategic Outcome No. 6: Efficient, Effective, and Fiscally Responsible.

RECOMMENDED ACTION

It is recommended that the City Council read by title only, waive further reading, and adopt Ordinance No. 1178.



To: Honorable City Council

From: John Moreno, City Manager

- By: John Carver, Planning Director John King, AICP, Assistant Planning Director
- **Date:** October 10, 2023

Subject: ORDINANCE NO. 1178/ZONING ORDINANCE TEXT AMENDMENT NO. 32 IMPLEMENTING THE PROVISIONS OF SENATE BILL 9

BACKGROUND

This item is a request for the City Council to approve Zoning Ordinance Text Amendment (ZOTA) No. 32, implementing the provisions of Senate Bill (SB) 9.

On September 16, 2021, Governor Newsom signed SB 9 into law. SB 9, which took effect January 1, 2022, requires cities to approve Urban Lot Split and Two-Unit Residential Development applications on property zoned single-family in an urbanized (not rural) area when all related requirements are met. SB 9 took effect January 1, 2022. In Paramount, SB 9 is applicable to properties in the R-1 (Single-Family Residential) zone.

The City Council adopted Interim Urgency Ordinance No. 1157 on December 14, 2021 in order to immediately protect the public health, safety, and welfare of residents within the City of Paramount while complying with State law.

On January 18, 2022, the City Council approved the extension of Interim Urgency Ordinance No. 1157 up to 10 months and 15 days to allow time to fully develop regulations for SB 9-related applications.

At its meeting on September 6, 2023, the Planning Commission recommended that the City Council approve the proposed ordinance regarding SB 9.

DISCUSSION

SB 9 severely limited a City's ability to adopt traditional design and development standards. Staff has drafted an ordinance that attempts to maintain as many of Paramount's traditional design standards while remaining in compliance with the provisions of SB 9. The following are proposed provisions of the draft ordinance. The City Attorney has reviewed and approved the proposed changes reflected in this ordinance.

• <u>Definitions</u>. Definitions related to Urban Lot Splits and Two-Unit Residential Development will be incorporated into Section 17.08.020(I) of the Municipal Code.

- <u>Zone</u>. Language restricting Urban Lot Splits and ministerial Two-Unit Residential Developments to the R-1 zone is in Section 17.08.140(C)(1).
- <u>Short-term rentals</u>. Short-term rentals are prohibited.
- <u>Impact fees</u>. Any applicable development fees adopted by the City Council shall be paid before issuance of a building permit.
- <u>Objective standards</u>. Design standards are included for roofs, doors, exterior materials, garage doors, tarps, roof-mounted equipment, balconies, water heaters, building height, driveways, and utility connections.
- <u>Fire sprinklers</u>. Housing units created through the Two-Unit Residential Development process shall be fire-sprinklered.
- <u>Yard requirements</u>. Two-Unit Residential Developments must have a minimum rear yard and side yard setback of four feet. The State requires cities to allow these reduced setbacks. As a comparison, the Municipal Code requires a 15-foot rear yard setback and a five-foot side yard setback for "traditional" developments in the R-1 zone.
- <u>Parking</u>. Two-Unit Residential Developments shall provide off-street parking of one space per housing unit unless the parcel is located within one-half mile walking distance of a "high-quality transit corridor" as defined by the State. Presently there are no high-quality transit corridors in Paramount.
- <u>Landscaping</u>. Landscaping shall be drought tolerant, and at least one 24-inch box shade/canopy tree per housing unit must be planted in compliance with Chapter 17.96 (Water-Efficient Landscape Provisions) of the Paramount Municipal Code.
- <u>Accessory dwelling units (ADUs)</u>. No ADU or Junior ADU shall be allowed on or within any unit or lot for which the Urban Lot Split process and the Two-Unit Residential Development process is employed.

Environmental Assessment

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.

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 Outcome No. 1: Safe Community.

RECOMMENDED ACTION

It is recommended that the City Council read by title only, waive further reading, introduce Ordinance No. 1178, and place it on the November 14, 2023 agenda for adoption.

CITY OF PARAMOUNT LOS ANGELES COUNTY, CALIFORNIA

ORDINANCE NO. 1178

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF PARAMOUNT, REPEALING INTERIM URGENCY ORDINANCE NO. 1157, APPROVING ZONING ORDINANCE TEXT AMENDMENT NO. 32, AMENDING SECTION 17.04.010 (DEFINITIONS), ADDING SECTION 17.08.020(I), AND ADDING SECTION 17.08.140 TO TITLE 17 (ZONING) OF THE PARAMOUNT MUNICIPAL CODE, IMPLEMENTING THE PROVISIONS OF SENATE BILL 9 FOR THE CITY OF PARAMOUNT

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

<u>SECTION 1</u>. **Purpose and Findings.** The City Council finds and declares as follows:

- A. California Constitution Article XI, Section 7, enables the City of Paramount ("the City") to enact local planning and land use regulations; and
- B. The authority to adopt and enforce zoning regulations is an exercise of the City's police power to protect the public health, safety, and welfare; and
- C. On September 16, 2021, Senate Bill 9 (Chapter 162, Statutes of 2021) was approved by the Governor of the State of California and filed with the Secretary of State, amending Section 66452.6 of the California Government Code and adding to the Government Code Sections 65852.21 and 66411.7, allowing additional housing units on properties within single-family zones and providing for parcel map approval of an Urban Lot Split; and
- D. The purpose of these sections is to provide objective zoning standards for Two-Unit Developments and Urban Lot Splits within single-family residential zones, to implement the provisions of State law as reflected in Government Code Section 65852.21 et seq. and Section 66411.7 et seq., and to facilitate the development of new residential housing units consistent with the Paramount General Plan and ensure sound standards of public health and safety; and
- E. The City Council enacts this ordinance under the authority granted to cities by Article XI, Section 7 of the California Constitution and Government Code Sections 65852.21 et seq. and 66411.7 et seq.; and

- F. The City desires to ensure that development occurs in a prudently effective manner, consistent with State law and with the goals and objectives of the General Plan as updated and adopted by the City Council on August 7, 2007 and reasonable land use planning principles; and
- G. The Planning Commission held a duly noticed public hearing on September 6, 2023 at which time it considered all evidence presented, both written and oral, and at the end of the hearing voted to adopt Resolution No. PC 23:031, recommending that the City Council adopt this Ordinance; and
- H. The City Council held a duly noticed public hearing on this Ordinance on October 10, 2023, at which time it considered all evidence presented, both written and oral.

<u>SECTION 2</u>. The Recitals set forth hereinabove are true and correct and incorporated herein by reference as if fully set forth herein.

SECTION 3. Section 17.04.010 (Definitions) of the Paramount Municipal Code is hereby amended to also include the following definitions:

- Acting in concert with the owner. As used with Urban Lot Splits, a person that has common ownership or control of the subject parcel with the owner of the adjacent parcel, a person acting on behalf of, acting for the predominant benefit of, acting on the instructions of, or actively cooperating with, the owner of the parcel being subdivided.
- Adjacent parcel. Any parcel of land that is (1) touching the parcel at any point; (2) separated from the parcel at any point only by a public right-of-way, private street or way, or public or private utility, service, or access easement; or (3) separated from another parcel only by other real property which is in common ownership or control of the applicant.
- **Car share vehicle.** A motor vehicle that is operated as part of a regional fleet by a public or private care sharing company or organization and provides hourly or daily service.
- **Two-Unit Residential Development**. A development with no more than two new residential units or a proposed development wherein there is one existing residential unit and no more than one new residential unit will be added, as set forth in California Government Code Sections 65852.21 and 66411.7.
- **Two-Unit Residential Development Permit**. An administrative permit issued by the City for the construction of a Two-Unit Residential Development.

- **Urban Lot Split**. The subdivision of a single-family residential parcel into no more than two new and separate parcels that meets all the criteria and standards set forth in this chapter, as set forth in California Government Code Sections 65852.21 and 66411.7.
- **Urban Lot Split Permit**. The administrative permit issued by the City for the completion of an Urban Lot Split.

SECTION 4. Section 17.08.020(I) is hereby added to the Paramount Municipal Code to read as follows:

I. Two-Unit Residential Developments and Urban Lot Splits, per Chapter 17.116.

SECTION 5. Section 17.08.140 Is hereby added to the Paramount Municipal Code to read as follows:

17.08.140 Two-Unit Residential Developments and Urban Lot Splits.

- A. <u>Purpose and Intent</u>. The purpose of this section is to increase the supply of dwelling units by allowing for the development of two units on lots that are zoned for single-family residential use and to establish the criteria for urban lot splits, consistent with Senate Bill 9, which added Sections 65852.21 and 66411.7 to the California Government Code and amended California Government Code Section 66452.6. The provisions of this Section supersede those of the remainder of this Title and Title 16 (Subdivisions and Other Divisions of Land) unless otherwise provided.
- B. <u>Permitting Procedure Generally</u>. Except as otherwise provided in this Section 17.08.140, applications for a Two-Unit Residential Development Permit and applications for an Urban Lot Split Permit shall be approved ministerially without discretionary review or public hearing if the requirements set forth in Section 17.08.140(C) and the requirements set forth in Sections 17.08.140(D) and (E) as may be applicable are satisfied. Notwithstanding the foregoing, applications may be denied if the Building Official makes a written finding, based on a preponderance of the evidence, that the proposed housing development project would have a specific, adverse impact (as defined and determined by California Government Code Section 65589.5), upon public health and safety or the physical environment, and that there is no feasible method to satisfactorily mitigate or avoid the specific, adverse impact.
- C. <u>Requirements Generally</u>. Two-Unit Residential Developments and Urban Lot Splits shall satisfy all conditions set forth in California Government Code Section 66411.7 as further specified below:

- 1. Single-Family Zoning. Two-Unit Residential Developments and Urban Lot Splits shall only be permitted in the R-1 zone.
- 2. Urban. Two-Unit Residential Developments and Urban Lot Splits shall only be permitted on parcels that include some portion of either an urbanized area or urban cluster area, as designated by the United States Census Bureau.
- 3. Historic Landmark and Districts Prohibited. Two-Unit Developments and Urban Lot Splits shall be prohibited within a historic district or property included on the State Historic Resources Inventory, as defined in Public Resources Code Section 5020.1, within a site that is designated or listed as a City landmark or historic property or historic district pursuant to a City ordinance.
- 4. Previous Urban Lot Split. The parcel being subdivided shall not be permitted if the parcel was created by an Urban Lot Split as provided in this section.
- Sensitive Areas Prohibited. Two-Unit Residential Developments and Urban Lot Splits shall not be permitted if located within those areas identified in California Government Code Section 65913.4(a)(6)(B)-(K), as follows:
 - a. Prime farmland or farmland of statewide importance, as determined by the United States Department of Agriculture and California Department of Conservation, or land zoned or designated for agricultural protection or preservation by a local ballot measure;
 - b. Wetlands, as defined by the United States Fish and Wildlife Service Manual;
 - c. High or very high fire hazard severity zones, as determined by the California Department of Forestry and Fire Protection, California Government Code Section 51178, and California Public Resources Code Section 4202;
 - d. Hazardous waste sites, defined pursuant to California Government Code Section 65962.5, or as otherwise designated by the California Department of Toxic Substance Control, pursuant to California Health and Safety Code Section 25356, unless the California Department of Public Heath, Water Resources Control Board, or California

Department of Toxic Substances has cleared the site for residential use or residential mixed-use;

- e. Earthquake fault zones, as determined by the State Geologist or Building Official, unless the development complies with applicable seismic protection building code standards adopted by the California Building Standards Commission;
- f. Flood hazard areas subject to one percent annual chance flood, as determined by the Federal Emergency Management Agency (FEMA), unless the site has been subject to a map revision prepared by FEMA or otherwise meets the minimum flood plan management criteria of the National Flood Insurance Program or FEMA;
- g. Regulatory floodway as determined by FEMA, unless the development receives a no-rise certification;
- h. Lands identified for conservation in an adopted natural community conservation plan, habitat conservation plan, or other adopted natural resources protection plan;
- i. Lands with a habitat for protected species identified as candidate, sensitive, or species of special status by state and federal agencies, fully-protected species, or species protected by the federal Endangered Species Act, California Endangered Species Act, or Native Plant Protection Act; or
- j. Land under conservation easement.
- 6. Separate Conveyance. The structures proposed for a Two-Unit Residential Development or Urban Lot Split shall meet building code safety standards of Title 15 (Buildings and Construction) of the Paramount Municipal Code and shall be sufficient to allow separate conveyance; provided, however, that an application shall not be denied solely because it proposes adjacent or connected structures.
- D. <u>Two-Unit Residential Development Additional Requirements</u>. In addition to Section 17.08.140(C), Two-Unit Residential Developments shall satisfy the following requirements:
 - 1. Demolition of Existing Housing Units. Notwithstanding any provision of this section or any Paramount Municipal Code provision, the proposed Two-Unit Development would not require the demolition or alteration of any of the following types of housing:

- a. Housing that is subject to a recorded covenant, ordinance, or law that restricts rents to levels affordable to persons and families of moderate-, low-, or very low-income as those income levels are defined in Health & Safety Code Sections 50093, 50079.5 0r 50105 respectively.
- b. Housing that is subject to any form of rent or price control through the City's valid exercise of its police power.
- c. Housing that has been occupied by a tenant in the last three years.
- 2. Demolition of Existing Exterior Structural Walls. Two-Unit Residential Developments shall not involve the demolition of more than 25% of the existing structural walls unless the existing unit(s) have not been occupied by a tenant in the last three years or such demolition is otherwise allowed by another provision of the Paramount Municipal Code.
- 3. Yard Requirements.
 - a. Rear and Side Yards. Notwithstanding Section 17.08.060, Two-Unit Residential Developments shall have a minimum rear yard and side yard setback of four feet except that in no case shall setbacks be required for an existing structure or a structure constructed in the same location and to the same dimensions as an existing structure.
 - b. Other yard requirements. With respect to all other yard requirements, Section 17.08.060 shall control so long as the application of the requirements therein does not physically preclude either of the two units from being at least 800 square feet in floor area or physically precludes the construction of two units on the parcels created. The Planning Director shall waive or modify any standard if the standard would have the effect of physically precluding the construction of two units on either of the resulting parcels created pursuant to this chapter or would result in a unit size of less than 800 square feet. Any modifications of development standards shall be the minimum modification necessary to avoid physically precluding two units of 800 square feet each on each parcel.

- 4. Number of Units. No more than two primary dwelling units only may be located on any lot created through an Urban Lot Split that utilized the Two-Unit Development provision. Accessory dwelling units (ADUs) and junior accessory dwelling units (JADUs) are not permitted on these lots.
- 5. Adjacent or Connected Units. Proposed adjacent or connected dwelling units shall be permitted if they meet building code safety standards of Title 15 (Buildings and Construction) of the Paramount Municipal Code and are designed sufficient to allow separate conveyance. The proposed Two-Unit Development shall provide a separate gas, electric, and water utility connection directly between each dwelling unit and the utility.
- 6. Parking. Two-Unit Residential Developments shall provide off-street parking of one space per unit unless the parcel is located within one-half mile walking distance of a high-quality transit corridor as defined in California Public Resources Code Section 21155, or a major transit stop as defined in California Public Resources Code Section 21064.3, or within one block of a car share vehicle.
- 7. Owner-Occupancy Covenant. All applicants for Two-Unit Residential Developments shall record a deed restriction in a form approved by the City Attorney which shall require that the owner of the lot be the occupant of one of the housing units and that the owner occupy that unit as the owner's principal residence. This provision shall not apply to community land trusts, as defined in Section 402.1 of the California Revenue and Taxation Code, or qualified nonprofit corporations, as described in Section 214.15 of the California Revenue and Taxation Code.
- E. <u>Urban Lot Splits Additional Requirements</u>. In addition to Section 17.08.140(C), Urban Lot Splits shall be subject to the following additional conditions:
 - 1. Lot Size. Urban Lot Splits shall subdivide an existing parcel to create no more than two new parcels of approximately equal lot area provided that one parcel shall not be smaller than 40% of the lot area of the original parcel proposed for subdivision. In no event shall the newly created parcels be smaller than 1,200 square feet each.
 - 2. Demolition of Existing Housing Units. The proposed Urban Lot Split would not require demolition or alteration of any of the following types of housing:

- a. Housing that is subject to a recorded covenant, ordinance, or law that restricts rents to levels affordable to persons and families of moderate, low- or very low-income.
- b. Housing that is subject to any form of rent or price control through the City's valid exercise of its police power.
- c. A parcel or parcels on which an owner of residential real property has exercised the owner's rights under Chapter 12.75 (commencing with Section 7060) of Division 7 of Title 1 of the Government Code to withdraw accommodations from rent or lease within 15 years before the date that the development proponent submits an application.
- d. Housing that has been occupied by a tenant in the last three years.
- 3. Number of Units. No more than two dwelling units may be located on any lot created through an Urban Lot Split, including primary dwelling units, accessory dwelling units (ADUs), junior accessory dwelling units (JADUs), density bonus units, and units created as a two-unit development.
- 4. Conformance with Subdivision Map Act. The Urban Lot Split shall conform to all applicable objective requirements of the Subdivision Map Act (commencing with California Government Code Section 66410), except as otherwise expressly provided in California Government Code Section 66411.7. Notwithstanding California Government Code Section 66411.1, no dedications of rights-of-way or the construction of offsite improvements may be required as a condition of approval for an Urban Lot Split, although easements may be required for the provision of public services and facilities.
- 5. No Further Subdivision. Parcels previously established through subdivision pursuant to this Section 17.08.080 shall not be eligible for an Urban Lot Split.
- 6. Owner's Subdivision. No property owner may subdivide a property pursuant to this Section 17.08.140 if that owner previously subdivided a parcel adjacent to the property proposed for subdivision. For purposes of this section, "owner" shall also include any person acting in concert with the owner, where there is any degree of coordination on any aspect of a subdivision or proposed subdivision under this Section.

- 7. No Dedications/Improvements. Urban Lot Splits shall not be required to dedicate rights-of-way or to construct off-site improvements as a condition to the issuing of a parcel map.
- 8. Utility Easements Access. Easements for the provision of public services may be required of Urban Lot Splits.
- 9. Rights of Way Access. Urban Lot Split parcels shall be required to have access to, provide access to, and to adjoin the public right-of-way.
- 10. Nonconforming Zoning Conditions. The correction of nonconforming zoning conditions shall not be required for an Urban Lot Split.
- 11. Declaration. All applicants for Urban Lot Splits shall submit a signed declaration, in the form approved by the City Attorney, stating that the applicant intends to occupy one of the housing units as their principal residence for a minimum of three (3) years from the date of the approval of the Urban Lot Split. This provision shall not apply to community land trusts, as defined in Section 402.1 of the California Revenue and Taxation Code, or qualified nonprofit corporations, as described in Section 214.15 of the California Revenue and Taxation Code.
- 12. Additional Declaration. If any existing housing is proposed to be altered or demolished, the owner of the property proposed for an Urban Lot Split shall sign a declaration, in the form approved by the City Attorney, stating that none of the conditions listed in Section 17.08.140(E)(2) above exist and shall provide a comprehensive history of the occupancy of the units to be altered or demolished for the past three years (five years if an existing unit is to be demolished) on a form prescribed by the City Attorney. The owner and applicant shall also sign a declaration stating that neither the owner nor applicant, nor any person acting in concert with the owner or applicant, has previously subdivided an adjacent parcel using an Urban Lot Split.
- 13. Recorded Covenant. Prior to the approval and recordation of the parcel map, the applicant shall record a restrictive covenant and agreement in the form prescribed by the City Attorney. The restrictive covenant and agreement shall run with the land and provide for the following:
 - a. A prohibition against further subdivision of the parcel using the Urban Lot Split procedures as provided for in this section;

- b. A limitation restricting the property to residential uses only; and
- c. A requirement that any dwelling units on the property may be rented or leased only for a period longer than thirty (30) days.
- F. <u>Use</u>. All lots created pursuant to this Section shall be limited to residential use only.
- G. <u>Short-Term Rentals Prohibited</u>. No units created pursuant to this Section shall be rented for a term shorter than thirty (30) calendar days.
- H. <u>Accessory Dwelling Units and Junior Accessory Dwelling Units Prohibited</u>. No Accessory Dwelling Unit (ADU) or Junior Accessory Dwelling Unit (JADU) shall be allowed on or within any unit or lot for which both the Urban Lot Split process and the Two-Unit Residential Development process was employed.
- I. <u>Development Conditions</u>. Unless otherwise stated herein, all Two-Unit Residential Developments and Urban Lot Splits shall be subject to all objective zoning standards, objective subdivision standards, and objective design review standards set forth in the Paramount Municipal Code, including but not limited to the following:
 - 1. Impact fees. Any applicable development fees adopted by the City Council shall be paid before issuance of a building permit.
 - 2. Design Architectural and Design Standards.
 - a. The slope of the roof shall match the predominant roof slope of any existing dwelling unit.
 - b. Front doors shall be solid, with peepholes or vision glass that provides equivalent view of the front exterior. Front doors shall include metal door jambs.
 - c. The design of the second unit shall meet the same standards and specifications as the existing unit, including exterior building materials, roofing material, exterior color and texture, windows, doors, light fixtures, hardware, railings, and type of exterior accent/trim. Exterior accent/trim material shall be wood siding, brick, stone, or slump stone. The type of window and window trim shall be the same as that of the existing unit as to the type of exterior building materials.

- d. Tarps. Tarps made from materials including, but not limited to, canvas, fabric, plastic, rubber, nylon or acetate are prohibited from use as carports, patio covers, and shade covers in required front, rear, and side setback areas, and over driveways. Tarps are prohibited from use as covers for outside storage in front setbacks and side setbacks that abut a street or alley, and over driveways. Tarps may be used to drape common household items (e.g., bicycles, lawn maintenance equipment, firewood) in a required rear yard area or side yard area that does not abut a street or alley, provided that the tarp does not exceed the height of the rear or side yard fence, or exceed a height of six feet. Tarps shall be maintained in good condition. The criteria utilized in evaluating the condition of a tarp shall include, but not be limited to, torn, stained, dirty, and/or faded material. The provisions of this section do not apply to freestanding fabric shade structures that are professionally manufactured, mechanically folding, "pop up" style shade structures located on residential uses. These structures may be placed within the required rear yard area, but are prohibited in front and side yards, and over driveways. Permitted fabric shade structures shall be maintained in good condition. The criteria utilized in evaluating the condition of a fabric shade structure shall include, but not be limited to, torn, stained, dirty, and/or faded material, and damaged support structures.
- e. For properties with no existing unit, the provisions of Chapter 17.08 (R-1, Single-Family Residential Classification) of the Paramount Municipal Code shall apply to the maximum extent.
- f. All roof-mounted equipment shall be hidden from public view from the public right of way.
- g. With the exception of an accessory dwelling units (ADU) which may be permitted and constructed to the maximum height as allowed under ADU law or ordinance, the maximum height of a dwelling shall be limited to 16 feet.
- h. Lighting. At least one wall-mounted light fixture shall be installed and maintained adjacent to each exterior door for the purpose of providing safe and efficient access to a dwelling unit. Pedestrian pathways more than 100 feet in length shall provide lighting at intervals not to exceed 50 feet.
- i. Each new water heater shall be tankless.

- j. No window security bars shall be installed on the exterior of any window. All exterior doors must be able to open without special knowledge or tools.
- k. Stairs to a second floor shall only be located inside a dwelling unit.
- 3. Configuration. Each unit must be placed on its lot in such a manner that there is a separate entrance. That entrance may face either the side or the rear yard. Each unit must be placed on a lot in such a way that each has access to the street.
- 4. Minimum structure separation. There shall be at least 10 linear feet between each primary dwelling unit to primary dwelling unit. There must be at least six linear feet between the primary dwelling unit and any accessory structure, including but not limited to an accessory dwelling unit or junior accessory dwelling unit where allowed.
- 5. Driveways. All driveways shall be concrete or solid pavers. Driveways shall be 12 feet wide at minimum. There must be a 24foot turning radius for vehicles. A driveway may be shared by the units. Where feasible for existing site constraints, driveways adjacent to onsite buildings must be separated from building walls by a planting area with a minimum inside width of three feet. The same buffer, or a fence or hedge, shall be provided where parking areas, turnarounds, or driveways abut an adjacent residential property.
- 6. Pedestrian access. Pedestrian access to a public street or alley shall be provided with an exterior pedestrian pathway from the primary entrances of each unit to the adjoining sidewalk, street, or alley. The pedestrian pathway shall be unobstructed, clear to the sky, and meet the following standards:
 - a. Minimum width. Pedestrian pathways shall be a minimum width of three feet.
 - b. Maximum length. Pedestrian pathways shall not be more than 200 feet in length.
 - c. Materials. Minimum four-inch-thick concrete, or concrete or brick pavers placed hand-tight or mortared, on compacted subgrade or aggregate base, or other techniques or materials providing equivalent service shall be provided. Gravel, mulch, dirt, stepping stones, or other similar loose materials that do not create a continuous passage are prohibited.

- 7. Fire sprinklers. Units created through Two-Unit Developments shall be fire-sprinklered.
- 8. Landscaping. Landscaping shall be drought tolerant, and at least one 24-inch box shade/canopy tree per housing unit shall be planted in compliance with Chapter 17.96 (Water-Efficient Landscape Provisions) of the Paramount Municipal Code.
- 9. Addressing. All addresses for residential lots using a shared driveway or pedestrian pathway must be displayed at their closest point of access to a public street for emergency responders.
- 10. Utility connections. Each unit must have a separate connection for utilities. As used here, "utilities" means water, sewer, electricity, cable, gas and solid waste removal provided pursuant to Chapter 13 of the Paramount Municipal Code and the requirements of any third-party provider.
- J. <u>Enforcement</u>. Any individual, entity, company, or corporation who fails at any time to comply with, or violates the provisions of this Chapter and/or any requirements imposed as a condition of being granted a land use entitlement, shall be subject to the enforcement provisions as enumerated in the Paramount Municipal Code Sections 1.04.210 (as a public nuisance), 1.08 (administrative citations) or pursuant to any other City legal authority.

<u>SECTION 6</u>. 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 7. 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 8.** 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 14th day of November 2023.

Isabel Aguayo, Mayor

ATTEST

Heidi Luce, City Clerk

NOVEMBER 14, 2023

<u>REPORT</u>

TREASURER'S REPORT FOR THE QUARTER ENDING SEPTEMBER 30, 2023.



To: Honorable City Council
From: John Moreno, City Manager
By: Kim Sao, Finance Director
Date: November 14, 2023

Subject: TREASURER'S REPORT FOR THE QUARTER ENDING SEPTEMBER 30, 2023

BACKGROUND

The City's Finance Department is responsible for managing the cash and investment portfolio for the City, Successor Agency for the Paramount Redevelopment Agency, and Paramount Housing Authority. The City's investment policy was last revised and adopted on June 13, 2023. The California Municipal Treasurers Association (CMTA) certified that the investment policy of the City of Paramount complies with the current State statutes governing the investment practices of local government entities located within the State of California. The City's primary investment objectives are to preserve the safety of principal, maintain an adequate level of liquidity, and maximize investment income while remaining consistent with the other more important objectives.

DISCUSSION

As of September 30, 2023, the City's portfolio totaled \$68,914,744. This was composed of \$11,684,452 in liquid balances and \$57,230,291 in investments. For the quarter, the total interest earned was approximately \$675,293.

The City maintains its liquid balances mainly in the California Asset Management Program (CAMP) Pool account to take advantage of the higher interest rate that averaged 5.46%, while LAIF only averaged 3.59% for this quarter. The CAMP account has a same day liquidity similar to LAIF.

The investments, which include agencies, treasuries, and certificates of deposits, have a par value of \$58,457,000 with an average yield of 4.05% and maturity dates ranging from one month to five years. The City's investments are purchased and held until maturity. For the quarter ending September, the City purchased 61 investments at a par value of \$24,570,000. In the same period, four investments matured.

The City's investment portfolio is in compliance with the City's Investment Policy and has sufficient cash flow from a combination of liquid balances, maturing securities, and income to meet the City's expenditure requirements for the next six months.

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. This item aligns with Strategic Outcome No. 6 Efficient, Effective, and Fiscally Responsible.

RECOMMENDED ACTION

It is recommended that the City Council receive and file the Treasurer's Report.

Attachments:

- 1) Treasurer's Report as of 9/30/2023
- 2) TVI Investment Portfolio Summary and Details as of 9/30/2023

City of Paramount

TREASURER'S REPORT Liquid Balances and Investments

July 1 to September 30, 2023

Page 1

SCHEDULE I: SUMMARY OF LIQUID BALANCES AND INVESTMENTS

ACCOUNTS		LIQUID BALANCES September 30, 2023 (SCH II & SCH III)	INVESTMENTS (1) September 30, 2023 (SCH III)	TOTAL September 30, 2023
Checking Account - City	\$	2,118,155	-	2,118,155
Checking Account - Successor Agency		286,481	-	286,481
Checking Account - Paramount Housing Authority		409,189	-	409,189
Checking Account - Payroll	_	44,314	-	44,314
Subtotal Checking Accounts	\$	2,858,139	-	2,858,139
Investment - City		6,987,296	57,230,291	64,217,588
Investment - Successor Agency		5,150	-	5,150
Investment - Fiscal Agent	_	1,833,867	-	1,833,867
Subtotal Investments	\$	8,826,313	57,230,291	66,056,605
Total Liquid Balances and Investments	\$	11,684,452	57,230,291	68,914,744

SCHEDULE II: SUMMARY OF CHECKING ACCOUNTS ACTIVITY

ACCOUNTS	BALANCE July 1, 2023	RECEIPTS	DISBURSEMENTS	BALANCE September 30, 2023
General Operation Account (2)	\$ 5,257,747	47,013,513	50,153,105	2,118,155
Successor Agency Account	290,380	2,099	5,998	286,481
Paramount Housing Authority Account	399,000	10,836	647	409,189
Payroll Account	 21,091	2,636,056	2,612,833	44,314
Total All Accounts	\$ 5,968,218	49,662,504	52,772,583	2,858,139

NOTES:

(1) Investments are shown at their book value.

(2) Receipts may include transfers-in from investment accounts.

Disbursements may include transfers-out to investment accounts.

Based upon existing cash reserves and projected cash receipts and disbursements, there are sufficient funds to meet the City of Paramounts's estimated future expenditure requirements for a period of six months. Additionally, all investments are made in accordance with the Investment Policy for Fiscal Year 2023-24 as approved by the Paramount City Council in June 2023.

SCHEDIII E III-	INVESTMENT SCHEDULE
SCHEDULE III.	

	PURCHASE	MATURITY	INTEREST		INVESTMENT	INVESTMENT	INVESTMENT
SECURITY BY ACCOUNT/INSTITUTION	DATE	DATE	RATE (3)		BOOK VALUE	PAR VALUE	MARKET VALUE (4)
I. Liquid Balances in Investments							
<u>City</u>							
California Asset Management (CAMP)	N/A	N/A	5.55% \$	\$	6,703,171	NA	6,703,171
Local Agency Investment Fund (LAIF)	N/A	N/A	3.53%		284,125	NA	284,125
US Bank - Money Market	N/A	N/A	1.00%		-	NA	-
Subtotal City					6,987,296	-	6,987,296
Successor Agency							
Local Agency Investment Fund (LAIF)	N/A	N/A	3.53%		5,150	NA	5,150
Subtotal Successor Agency					5,150	-	5,150
<u>Fiscal Agent (2)</u>							
2010/2015 Bond Issues: Fidelity Treasury Money Market	N/A	N/A	4.98%		1,826,484	NA	1,826,485
2021 Bond Issues: Fidelity Treasury Money Market	N/A	N/A	4.98%		7,383	NA	7,383
Subtotal Fiscal Agent					1,833,867		1,833,868
Total Liquid Balances				_	8,826,313	-	8,826,314
II. Investments							
US Bank (Investment Custody Account)	See Q	uarterly TVI	Report		57,230,291	58,457,000	56,300,159
Total Investments / Non-Liquid				_	57,230,291	58,457,000	56,300,159
Grand Total Investments			\$	\$	66,056,605	58,457,000	65,126,473

NOTES:

(1) The City maintains separate cash and investment pools for the general operations of the City, the Paramount Housing Authority and the Successor Agency for the Paramount Redevelopment Agency.

(2) Represents cash held by The Bank of New York Mellon, as trustee for the Paramount Redevelopment Agency's outstanding bond issues. Funds relate to the Reserve and Interest Accounts for the purpose of making debt service payments.

(3) Represents average yield rate.

(4) The market value of investments are obtained from statements provided by California Asset Management Program (CAMP), State of California LAIF, The Bank of New York Mellon, and US Bank.

TVI Platinum Reporting Prepared for:



City of Paramount

As of September 30, 2023

Recipient Info:

City of Paramount 16400 Colorado Avenue Paramount, CA 90723 Provider Info:

Time Value Investments, Inc. 9725 3rd Ave NE, Suite 610 Seattle, WA 98115

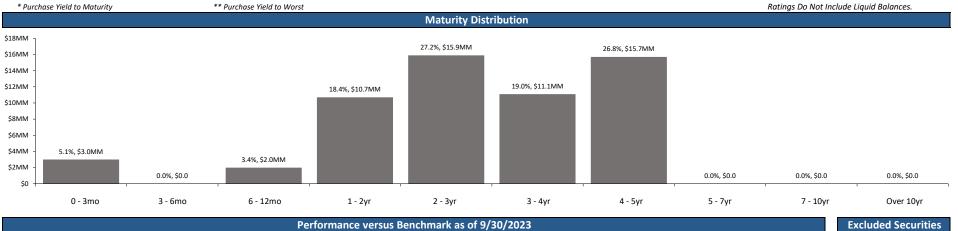
Disclaimer:

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Portfolio Summa	ry		Portfolio Ratings (Best****)						
Wgtd Avg YTM *	4.05%	Sector	Par Value	YTM *	Weight				
Wgtd Avg YTM with Liq. Bal.*	4.12%	Agencies	14,200,000	4.25%	20.2%	16.7%			
Wgtd Avg YTW **	4.05%	Treasuries	25,940,000	3.56%	37.0%	10.7%	20.2%		
Wgtd Avg Mat with Liq. Bal.	2.51 yrs	Certificates of Deposit	18,317,000	4.57%	26.1%				
		Municipal Bonds						40%	
		Corporate Bonds							
		Mortgages							
Par Value	58,457,000	Commercial Paper				26.1%			60%
Liquid Balances	11,684,452	Total	58,457,000	4.05%	83.3%				00/1
Total Par with Liquid Bal.	70,141,452						37.0%		
		Account Name	Balance	Rate	Weight				
Market Value 9/30/2023	56,300,159	CAMP	6,703,171	5.55%	9.6%				
Curent MV with Liquid Bal.	67,984,611	WF Checking	2,858,139	1.65%	4.1%				
		Fiscal Agent	1,833,867	4.98%	2.6%	Agencies	Treasuries	AAA	NR
		LAIF	289,275	3.53%	0.4%				
		Total Liquid Balances	11,684,452	4.46%	16.7%	Certificates of Deposit	Liquid Balances		

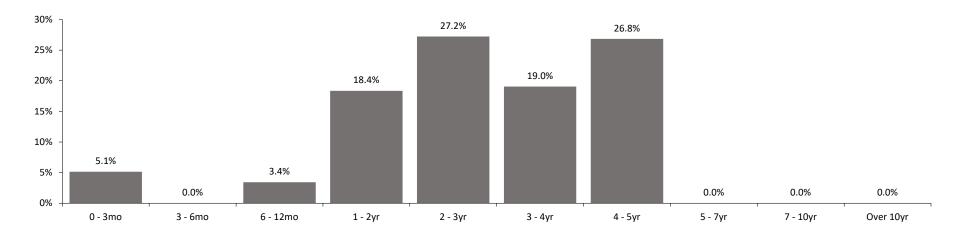
**** All ratings are shown in S&P format. Ratings Do Not Include Liquid Balances.



		As of										
	1Yr Average	9/30/2023	1Mo Ago	3Mos Ago	6Mos Ago	9Mos Ago	12/31/2022	1Yr Ago	3Yrs Ago	5Yrs Ago	Cusip	Par Amou
Yield to Maturity:												
Portfolio	n/a	4.05%	n/a	n/a	n/a	n/a	n/a	n/a	n/a	n/a		
2-Year Treasury	4.51%	5.03%	4.90%	4.87%	4.10%	4.41%	4.41%	4.22%	0.37% (02/16)	2.81%		
Fed Funds	4.88%	5.50%	5.50%	5.25%	5.00%	4.50%	4.50%	3.25%	0.25%	2.25%		



Maturity Distribution



Portfolio	Details -	Sorted b	by Maturity	1
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														Estimated Estimated
<u>#</u>	CUSIP/Sec-ID	Sec Desc 1	Weight	Par Value	Coupon *	Settle Dt	Mat Dt	Nxt Call Dt	Rating ***	YTM **	<u>YTW **</u>	Duration	Call Type	Bps to Call Redem. Date
1	9128285D8	T 2 7/8 09/30/23	5.1%	3,000,000	2.88	6/27/2022	9/30/2023		NR	3.00	3.00	0.00		9/30/2023
2	9128282U3	T 1 7/8 08/31/24	3.4%	2,000,000	1.88	6/27/2022	8/31/2024		AAA	3.15	3.15	0.89		8/31/2024
3	912828YH7	T 1 1/2 09/30/24	5.1%	3,000,000	1.50	6/27/2022	9/30/2024		AAA	3.15	3.15	0.97		9/30/2024
4	20367GBL2	COMCAL 4.4 12/23/24	0.4%	249,000	4.40	12/22/2022	12/23/2024		NR	4.40	4.40	1.23		12/23/2024
5	3130A4CH3	FHLB 2 3/8 03/14/25	1.7%	1,000,000	2.38	2/2/2023	3/14/2025		AAA	4.22	4.22	1.40		3/14/2025
6	3130AUZC1	FHLB 4 5/8 03/14/25	1.7%	1,000,000	4.63	3/3/2023	3/14/2025		AAA	5.01	5.01	1.38		3/14/2025
7	3135G03U5	FNMA 0 5/8 04/22/25	0.9%	500,000	0.63	11/10/2022	4/22/2025		AAA	4.76	4.76	1.51		4/22/2025
8	9128284R8	T 2 7/8 05/31/25	0.9%	500,000	2.88	11/10/2022	5/31/2025		AAA	4.64	4.64	1.58		5/31/2025
9	91282CEU1	T 2 7/8 06/15/25	1.3%	750,000	2.88	11/10/2022	6/15/2025		AAA	4.63	4.63	1.62		6/15/2025
10	38150VDN6	GS 3.35 07/07/25	0.4%	245,000	3.35	7/6/2022	7/7/2025		NR	3.35	3.35	1.67		7/7/2025
11	795451BQ5	SALLMA 3.4 07/07/25	0.4%	245,000	3.40	7/6/2022	7/7/2025		NR	3.40	3.40	1.65		7/7/2025
12	768169AD6	RIVFAL 5 07/31/25	0.4%	248,000	5.00	7/31/2023	7/31/2025		NR	5.00	5.00	1.84		7/31/2025
13	949764EE0	WFC 5.05 08/01/25	0.4%	248,000	5.05	8/1/2023	8/1/2025		NR	5.05	5.05	1.84		8/1/2025
14	20825WCG3	CNXCRE 5 1/4 08/04/25	0.4%	248,000	5.25	8/3/2023	8/4/2025		NR	5.25	5.25	1.85		8/4/2025
15	62825MAA2	MUTFIR 5.2 08/04/25	0.4%	248,000	5.20	8/3/2023	8/4/2025		NR	5.20	5.20	1.85		8/4/2025
16	31982NAA4	FIRSCO 5 1/2 08/08/25	0.4%	248,000	5.50	8/8/2023	8/8/2025	2/8/2024	NR	5.50	5.50	1.86	Monthly	8/8/2025
17	9128284Z0	T 2 3/4 08/31/25	3.4%	2,000,000	2.75	6/27/2022	8/31/2025		AAA	3.28	3.28	1.83		8/31/2025
18	9128285C0	T 3 09/30/25	5.1%	3,000,000	3.00	6/27/2022	9/30/2025		AAA	3.28	3.28	1.90		9/30/2025



	Portfolio Details - Sorted by Maturity												
													Estimated Estimated
<u>#</u>	CUSIP/Sec-ID	Sec Desc 1	Weight	Par Value	Coupon *	Settle Dt	Mat Dt	Nxt Call Dt	Rating ***	YTM **	YTW **	Duration Call Type	Bps to Call Redem. Date
19	3135G0K36	FNMA 2 1/8 04/24/26	1.3%	750,000	2.13	12/19/2022	4/24/2026		AAA	3.84	3.84	2.42	4/24/2026
20	78577TJS5	SBDSAV 4.7 05/18/26	0.4%	249,000	4.70	11/17/2022	5/18/2026		NR	4.70	4.70	2.63	5/18/2026
21	9128286X3	T 2 1/8 05/31/26	0.9%	500,000	2.13	7/1/2022	5/31/2026		AAA	3.16	3.16	2.52	5/31/2026
22	9128287B0	T 1 7/8 06/30/26	1.3%	750,000	1.88	12/19/2022	6/30/2026		AAA	3.74	3.74	2.60	6/30/2026
23	3133EPPE9	FFCB 4 3/8 07/06/26	2.6%	1,500,000	4.38	7/6/2023	7/6/2026		AAA	4.51	4.51	2.53	7/6/2026
24	73317ACG5	BPOP 4.7 07/09/26	0.4%	247,000	4.70	7/12/2023	7/9/2026		NR	4.70	4.70	2.78	7/9/2026
25	220802AL6	CORTBK 4.6 07/14/26	0.4%	249,000	4.60	7/14/2023	7/14/2026		NR	4.60	4.60	2.79	7/14/2026
26	110087BB8	BOAKFI 4.6 07/14/26	0.4%	249,000	4.60	7/14/2023	7/14/2026		NR	4.60	4.60	2.79	7/14/2026
27	3133ENV72	FFCB 4 1/2 07/27/26	1.2%	700,000	4.50	11/10/2022	7/27/2026		AAA	4.59	4.59	2.58	7/27/2026
28	70337MHJ0	PNBDIR 4 3/4 07/27/26	0.4%	244,000	4.75	7/26/2023	7/27/2026		NR	4.75	4.75	2.82	7/27/2026
29	37424PAH7	GESACR 5 1/4 07/31/26	0.4%	248,000	5.25	7/31/2023	7/31/2026		NR	5.25	5.25	2.84	7/31/2026
30	67054NBL6	NUMRCA 5.2 07/31/26	0.4%	248,000	5.20	7/31/2023	7/31/2026		NR	5.20	5.20	2.84	7/31/2026
31	88423MAA3	THICOA 4 3/4 07/31/26	0.4%	248,000	4.75	7/31/2023	7/31/2026		NR	4.75	4.75	2.84	7/31/2026
32	909557KV1	UNBKRS 4 3/4 08/04/26	0.4%	248,000	4.75	8/4/2023	8/4/2026		NR	4.75	4.75	2.85	8/4/2026
33	44811LAB6	HUTBNK 4.7 08/04/26	0.4%	244,000	4.70	8/4/2023	8/4/2026		NR	4.70	4.70	2.85	8/4/2026
34	169894AX0	CHIPWI 4 3/4 08/04/26	0.4%	248,000	4.75	8/4/2023	8/4/2026		NR	4.75	4.75	2.85	8/4/2026
35	861821BB1	STONEH 4 3/4 08/07/26	0.4%	248,000	4.75	8/7/2023	8/7/2026		NR	4.75	4.75	2.85	8/7/2026
36	313812EH8	FEDLSB 4.85 08/10/26	0.4%	248,000	4.85	8/9/2023	8/10/2026		NR	4.85	4.85	2.86	8/10/2026
37	336460DQ0	FSBDQN 4 3/4 08/10/26	0.4%	248,000	4.75	8/9/2023	8/10/2026		NR	4.75	4.75	2.86	8/10/2026
38	913109AM6	UNITRB 4 3/4 08/21/26	0.4%	248,000	4.75	8/21/2023	8/21/2026		NR	4.75	4.75	2.89	8/21/2026
39	912828YD6	T 1 3/8 08/31/26	3.4%	2,000,000	1.38	6/27/2022	8/31/2026		NR	3.30	3.30	2.79	8/31/2026
40	3135G0Q22	FNMA 1 7/8 09/24/26	5.1%	3,000,000	1.88	6/27/2022	9/24/2026		AAA	3.33	3.33	2.83	9/24/2026
41	912828Z78	T 1 1/2 01/31/27	2.8%	1,650,000	1.50	9/8/2023	1/31/2027		AAA	4.55	4.55	3.17	1/31/2027
42	87868YAS2	TECHCU 5.1 02/11/27	0.4%	248,000	5.10	8/11/2023	2/11/2027		NR	5.10	5.10	3.37	2/11/2027
43	41138NAB4	HAPOCO 5 02/26/27	0.4%	248,000	5.00	8/31/2023	2/26/2027		NR	5.00	5.00	3.41	2/26/2027
44	3133ELPV0	FFCB 1.53 03/02/27	0.4%	250,000	1.53	9/1/2022	3/2/2027		AAA	3.38	3.38	3.24	3/2/2027
45	03065YAB7	AMEFNE 5.05 03/31/27	0.4%	248,000	5.05	8/31/2023	3/31/2027		NR	5.05	5.05	3.50	3/31/2027
46	91282CEN7	T 2 3/4 04/30/27	1.3%	750,000	2.75	9/1/2022	4/30/2027		AAA	3.33	3.33	3.29	4/30/2027
47	912828X88	T 2 3/8 05/15/27	2.6%	1,500,000	2.38	9/1/2022	5/15/2027		AAA	3.33	3.33	3.36	5/15/2027
48	91282CEW7	T 3 1/4 06/30/27	1.8%	1,040,000	3.25	8/25/2023	6/30/2027		AAA	4.55	4.55	3.43	6/30/2027
49	254673L38	DFS 3.4 07/06/27	0.4%	245,000	3.40	7/6/2022	7/6/2027		NR	3.40	3.40	3.37	7/6/2027
50	02589AD82	AXP 3.4 07/06/27	0.4%	245,000	3.40	7/6/2022	7/6/2027		NR	3.40	3.40	3.40	7/6/2027
51	35907XFH5	FRONTB 4.55 07/14/27	0.4%	249,000	4.55	7/14/2023	7/14/2027		NR	4.55	4.55	3.79	7/14/2027
52	32117BGD4	FNLC 4.55 07/14/27	0.4%	249,000	4.55	7/14/2023	7/14/2027		NR	4.55	4.55	3.79	7/14/2027
53	15140RCW7	CENTIE 4.65 07/26/27	0.4%	244,000	4.65	7/25/2023	7/26/2027		NR	4.65	4.65	3.82	7/26/2027
54	91282CFB2	T 2 3/4 07/31/27	0.4%	250,000	2.75	9/1/2022	7/31/2027		AAA	3.29	3.29	3.54	7/31/2027



	Portfolio Details - Sorted by Maturity													
														Estimated Estimated
<u>#</u>	CUSIP/Sec-ID	Sec Desc 1	Weight	Par Value	Coupon *	Settle Dt	Mat Dt	Nxt Call Dt	Rating ***	<u>YTM **</u>	<u>YTW **</u>	Duration	Call Type	Bps to Call Redem. Date
55	70086VAW1	PSTBKD 4.6 08/09/27	0.4%	249,000	4.60	8/9/2023	8/9/2027		NR	4.60	4.60	3.86		8/9/2027
56	14042RTN1	COF 3.4 08/10/27	0.4%	245,000	3.40	8/10/2022	8/10/2027		NR	3.40	3.40	3.47		8/10/2027
57	35633MDR0	FREEVA 5.3 08/11/27	0.4%	243,000	5.30	8/11/2023	8/11/2027	2/11/2024	NR	5.30	5.30	3.87	Monthly	8/11/2027
58	16141BAL5	CHTFCU 5 08/11/27	0.4%	248,000	5.00	8/11/2023	8/11/2027		NR	5.00	5.00	3.87		8/11/2027
59	3133ENG87	FFCB 2.92 08/17/27	0.4%	250,000	2.92	9/1/2022	8/17/2027		AAA	3.33	3.33	3.57		8/17/2027
60	560390BW5	BDDEFD 4.45 08/17/27	0.4%	249,000	4.45	8/17/2023	8/17/2027		NR	4.45	4.45	3.88		8/17/2027
61	743738CT1	PROBNC 4.6 08/20/27	0.4%	249,000	4.60	8/21/2023	8/20/2027		NR	4.60	4.60	3.89		8/20/2027
62	25844MBK3	DORTFI 5 08/30/27	0.4%	246,000	5.00	8/28/2023	8/30/2027		NR	5.00	5.00	3.92		8/30/2027
63	91282CFH9	T 3 1/8 08/31/27	0.4%	250,000	3.13	9/1/2022	8/31/2027		AAA	3.27	3.27	3.60		8/31/2027
64	87164WR59	SYF 3 1/2 09/09/27	0.4%	245,000	3.50	9/9/2022	9/9/2027		NR	3.50	3.50	3.95		9/9/2027
65	89235MPB1	TOYFBN 3.6 09/09/27	0.4%	245,000	3.60	9/9/2022	9/9/2027		NR	3.60	3.60	3.54		9/9/2027
66	3130ATS40	FHLB 4 3/8 09/10/27	1.3%	750,000	4.38	11/10/2022	9/10/2027		AAA	4.34	4.34	3.54		9/10/2027
67	732329BD8	PCEFED 3 1/2 09/15/27	0.4%	249,000	3.50	9/15/2022	9/15/2027		NR	3.50	3.50	3.55		9/15/2027
68	31033AAH6	FARMOK 3.85 12/22/27	0.4%	249,000	3.85	12/22/2022	12/22/2027		NR	3.85	3.85	4.23		12/22/2027
69	58404DRF0	MEDBNK 3.9 12/30/27	0.4%	249,000	3.90	12/30/2022	12/30/2027		NR	3.90	3.90	4.25		12/30/2027
70	903572GJ8	UINTAB 4.4 01/12/28	0.4%	249,000	4.40	7/12/2023	1/12/2028		NR	4.40	4.40	4.29		1/12/2028
71	91282CGH8	T 3 1/2 01/31/28	2.6%	1,500,000	3.50	7/10/2023	1/31/2028		AAA	4.40	4.40	3.92		1/31/2028
72	56064CBV9	MAINFL 3.7 02/09/28	0.4%	249,000	3.70	2/9/2023	2/9/2028		NR	3.70	3.70	4.36		2/9/2028
73	32114VCF2	FNBMIC 3.7 02/10/28	0.4%	249,000	3.70	2/10/2023	2/10/2028		NR	3.70	3.70	4.37		2/10/2028
74	03753XCV0	BKOCAM 3.7 02/15/28	0.4%	249,000	3.70	2/15/2023	2/15/2028		NR	3.70	3.70	4.38		2/15/2028
75	92834ABS4	VISBNK 3 3/4 02/17/28	0.4%	249,000	3.75	2/17/2023	2/17/2028		NR	3.75	3.75	4.39		2/17/2028
76	3130ATS57	FHLB 4 1/2 03/10/28	0.9%	500,000	4.50	3/10/2023	3/10/2028		AAA	4.38	4.38	3.94		3/10/2028
77	05580AW59	BMW 4.6 03/10/28	0.4%	244,000	4.60	3/10/2023	3/10/2028		NR	4.60	4.60	4.45		3/10/2028
78	914098DP0	UBNKMI 4 1/2 03/17/28	0.4%	249,000	4.50	3/17/2023	3/17/2028		NR	4.50	4.50	4.47		3/17/2028
79	61690U3V0	MS 4.65 04/06/28	0.4%	244,000	4.65	4/6/2023	4/6/2028		NR	4.65	4.65	4.52		4/6/2028
80	61768ERM7	MS 4.65 04/06/28	0.4%	244,000	4.65	4/6/2023	4/6/2028		NR	4.65	4.65	4.52		4/6/2028
81	91282CHE4	T 3 5/8 05/31/28	2.6%	1,500,000	3.63	9/8/2023	5/31/2028		AAA	4.36	4.36	4.16		5/31/2028
82	176688DD8	CITIZS 4.35 06/30/28	0.4%	249,000	4.35	7/3/2023	6/30/2028		NR	4.35	4.35	4.75		6/30/2028
83	30781JBK5	FMBCKS 4.35 07/12/28	0.4%	249,000	4.35	7/12/2023	7/12/2028		NR	4.35	4.35	4.79		7/12/2028
84	227563DM2	CRORVR 4.6 07/12/28	0.4%	249,000	4.60	7/12/2023	7/12/2028		NR	4.60	4.60	4.79		7/12/2028
85	910286GT4	FFED 4 1/2 07/14/28	0.4%	249,000	4.50	7/14/2023	7/14/2028		NR	4.50	4.50	4.79		7/14/2028
86	20033A3X2	ADS 4.45 07/14/28	0.4%	249,000	4.45	7/14/2023	7/14/2028		NR	4.45	4.45	4.79		7/14/2028
87	80832MAA5	SCHSAV 4.35 07/27/28	0.4%	244,000	4.35	7/27/2023	7/27/2028		NR	4.35	4.35	4.83		7/27/2028
88	104270AP8	BRADNB 5.4 07/28/28	0.4%	248,000	5.40	7/28/2023	7/28/2028	1/28/2024	NR	5.40	5.40	4.83	Monthly	7/28/2028
89	307811HC6	FMBKWI 5.3 07/31/28	0.4%	248,000	5.30	7/31/2023	7/31/2028	7/31/2024	NR	5.30	5.30	4.84	Monthly	7/31/2028
90	68283MAP1	ONPFCU 4.85 07/31/28	0.4%	248,000	4.85	7/31/2023	7/31/2028		NR	4.85	4.85	4.84		7/31/2028



	Portfolio Details - Sorted by Maturity													
													Estimated	Estimated
# CUSIP/Sec-ID	Sec Desc 1	Weight	Par Value	Coupon *	Settle Dt	Mat Dt	Nxt Call Dt	Rating ***	<u>YTM **</u>	<u>YTW **</u>	Duration	Call Type	Bps to Cal	l Redem. Date
91 05765LBV8	BTHLAS 4.4 07/31/28	0.4%	249,000	4.40	7/31/2023	7/31/2028		NR	4.40	4.40	4.84			7/31/2028
92 428548BV2	HIAWAT 5.45 08/04/28	0.4%	248,000	5.45	8/4/2023	8/4/2028	2/4/2024	NR	5.45	5.45	4.85	Monthly		8/4/2028
93 320437AD8	FIGTYB 4 1/2 08/04/28	0.4%	249,000	4.50	8/4/2023	8/4/2028		NR	4.50	4.50	4.85			8/4/2028
94 065847FP5	BANKWI 5.1 08/04/28	0.4%	248,000	5.10	8/4/2023	8/4/2028	8/4/2025	NR	5.10	5.10	4.85	Monthly		8/4/2028
95 530520AK1	LIBFIR 4.7 08/07/28	0.4%	249,000	4.70	8/7/2023	8/7/2028		NR	4.70	4.70	4.86			8/7/2028
96 46656MJB8	JPM 5.35 08/08/28	0.4%	243,000	5.35	8/8/2023	8/8/2028	8/8/2024	NR	5.35	5.35	4.86	Quarterly		8/8/2028
97 071170AC8	BATHSV 4.3 08/10/28	0.4%	249,000	4.30	8/10/2023	8/10/2028		NR	4.30	4.30	4.87			8/10/2028
98 05600XTW0	BMO 5 1/2 08/10/28	0.4%	246,000	5.50	8/10/2023	8/10/2028	2/10/2024	NR	5.50	5.50	4.87	Quarterly		8/10/2028
99 843383DH0	SMBC 4.4 08/11/28	0.4%	249,000	4.40	8/11/2023	8/11/2028		NR	4.40	4.40	4.87			8/11/2028
100 95960SCA2	WESTKS 5.4 08/11/28	0.4%	248,000	5.40	8/11/2023	8/11/2028	2/11/2024	NR	5.40	5.40	4.87	Monthly		8/11/2028
101 32110YD93	FNAMER 4.45 08/15/28	0.4%	249,000	4.45	8/15/2023	8/15/2028		NR	4.45	4.45	4.88			8/15/2028
102 499724AP7	KNXTVA 4.85 08/25/28	0.4%	248,000	4.85	8/25/2023	8/25/2028		NR	4.85	4.85	4.91			8/25/2028
103 560507AR6	MNESVG 4.85 08/25/28	0.4%	248,000	4.85	8/25/2023	8/25/2028		NR	4.85	4.85	4.91			8/25/2028
104 3134H1BP7	FHLMC 5.05 09/11/28	1.7%	1,000,000	5.05	9/22/2023	9/11/2028	9/11/2024	AAA	5.24	5.24	2.64	Annual	(31)	9/11/2028
105 3133EPWK7	FFCB 4 1/2 09/22/28	5.1%	3,000,000	4.50	9/22/2023	9/22/2028		AAA	4.53	4.53	4.37			9/22/2028
TOTAL and A	VERAGES		58,457,000	3.37		3.01 yrs	2.8 yrs		4.05	4.05	2.83			
* Semi-Annual interest payment ** Yields calculated using cost price, at settlement date						*** NR A	GY = Non-Ra	ated U.S.	Govern	ment Agen	су			

NOVEMBER 14, 2023

<u>AWARD OF CONTRACT</u> SUBSTATION FLOORING REPLACEMENT (CITY PROJECT NO. 9473)

MOTION IN ORDER:

IT IS RECOMMENDED THAT THE CITY COUNCIL 1) APPROPRIATE AN ADDITIONAL \$16,450 FROM THE AVAILABLE GENERAL FUND BALANCE, AND 2) AWARD THE CONTRACT FOR THE SUBSTATION FLOORING REPLACEMENT TO G&S CARPET MILLS, INC. POMONA, CALIFORNIA, IN THE AMOUNT OF \$69,499, AND AUTHORIZE THE MAYOR OR HER DESIGNEE TO EXECUTE THE AGREEMENT.

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



To: Honorable City Council

From: John Moreno, City Manager

- By: Adriana Figueroa, Public Works Director Celina Sanchez, Management Analyst
- Date: November 14, 2023

Subject: AWARD OF CONTRACT FOR SUBSTATION FLOORING REPLACEMENT (CITY PROJECT NO. 9473)

BACKGROUND

As part of our regular maintenance efforts, replacement of carpet is often needed at facilities once it has reached the end of its useful life. The FY 2023-24 CIP budget includes a project to replace all the carpet at the substation facility.

DISCUSSION

On Thursday, October 12, 2023, the City published the Request for Proposals in the Paramount Journal and on the City's website.

On Thursday, October 26, 2023, the Director of Public Works opened and examined the bids for the Substation Flooring Replacement (CIP 9473). The bids were opened at 11:00 AM at the City Yard.

Two (2) bids were received and the apparent low bid submitted by G&S Carpet Mills, Inc. amounted to \$69,499. Bids received ranged from \$69,499 to 82,868.85.

The following is a breakdown of estimated total project costs:

Project:	\$69,499.00
Contingency:	+ <u>\$ 6,949.90</u>
Total Estimated:	\$76,448.90

FISCAL IMPACT

Funding for this project was included in the Fiscal Year 2023-24 Capital Improvement Project Budget utilizing the General Fund. The total project amount of \$76,450 exceeds the already appropriated amount of \$60,000. The additional \$16,450 needed for this project will be funded using available general funds.

VISION, MISSION, VALUES, AND STRATEGIC OUTCOMES

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

RECOMMENDED ACTION

It is recommended that the City Council 1) appropriate an additional \$16,450 from the available General Fund balance, and 2) award the contract for the substation flooring replacement to G&S Carpet Mills, Inc. Pomona, California, in the amount of \$69,499, and authorize the Mayor or her designee to execute the agreement.

JOB NAME: Substation Flooring Replacement (CIP 9473)

BID DATE: Thursday, October 26, 2023

BID TIME: 11:00 AM

	Company Name	Company Address	Bid Amount
1.	G&S Carpet Mills, Inc.	Pomona, CA	\$69,499.00
2.	DGS Flooring, LLC	Lancaster, CA	\$82,868.85

SERVICE AGREEMENT BY AND BETWEEN THE CITY OF PARAMOUNT AND G&S CARPET MILLS, INC. FOR SUBSTATION FLOORING REPLACEMENT (CIP NO. 9473)

THIS AGREEMENT is made and entered into this 14th day of November 2023 by and between the CITY OF PARAMOUNT, hereinafter referred to as the "CITY," and G&S CARPET MILLS, INC., hereinafter referred to as the "CONTRACTOR."

I. RECITAL

A. <u>PURPOSE</u>. 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 brief project description, and to have these contractor services based upon the terms and conditions hereinafter set forth.

II. TERMS AND CONDITIONS

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

B. <u>TERMS</u>. This AGREEMENT shall commence as of the 14th day of November 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. <u>SCOPE OF SERVICES.</u> 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 October 26, 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. <u>COMPENSATION</u>. 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. <u>EXPENSES</u>. 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. <u>RECORD AUDIT</u>. 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. <u>SUCCESSOR AND ASSIGNMENT</u>. 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. <u>INSURANCE</u>. 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.

<u>General Liability</u>. 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.

<u>Worker's Compensation Coverage</u>. State statutory limits, deductibles, selfinsurance retention, or similar forms of coverage limitations or modifications must be declared to and approved by CITY.

<u>Automobile Liability Insurance</u>. 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. <u>COMPLIANCE WITH LAWS</u>. 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. <u>SEVERABILITY</u>. 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. <u>INTERPRETATION</u>. 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. <u>ENTIRE AGREEMENT</u>. 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. <u>WAIVER</u>. 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. <u>CONTRACT EVALUATION AND REVIEW</u>. The ongoing assessment and monitoring of this AGREEMENT is the responsibility of the City Manager, or his designee.

R. <u>TERMINATION OF AGREEMENT</u>. 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, becomes 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. <u>CHANGES</u>. 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. <u>REPORTS AND INFORMATION</u>. 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.

U. <u>RECORDS AND AUDITS</u>. CONTRACTOR shall maintain accounts and records, including personnel, property and financial records, adequate to identify and account for all costs pertaining to this AGREEMENT, and such other records as may be deemed necessary by the CITY to assure proper accounting for all project funds, both federal and non-federal shares. These records will be made available for audit purposes to the CITY or any authorized representative, and will be retained for five (5) years after the expiration of this AGREEMENT unless permission to destroy them is granted by the CITY.

V. <u>FINDINGS CONFIDENTIAL</u>. 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. <u>COPYRIGHT</u>. 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. <u>PERSONNEL</u>. 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. <u>EQUAL OPPORTUNITY</u>.

(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. <u>CIVIL RIGHTS ACT OF 1964</u>. 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. <u>AGE AND DISABILITY</u>. 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. <u>INTEREST OF MEMBERS OF THE CITY</u>. 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. <u>INTEREST OF CONTRACTOR</u>. 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. <u>INTEREST OF OTHER LOCAL PUBLIC OFFICIALS</u>. 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:

G&S Carpet Mills, Inc. 3205 Pomona Blvd., Pomona, CA 91768

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

G&S CARPET MILLS, INC.

By:

Ву: _

Name, Title

Adriana Figueroa, Public Works Director

ATTEST:

Ву: _____

Heidi Luce, City Clerk

APPROVED AS TO FORM:

By:

John E. Cavanaugh, City Attorney

EXHIBIT A



REQUEST FOR BID BID PROPOSAL SHEET

Safe, Healthy, and Attractive

City Project – SUBSTATION FLOORING REPLACEMENT (CIP 9473) 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**, **October 26**, **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: \$69,499.00.

Signature of Bidder Kaheleh Jorging Raheleh G	orginfar, Corporate Secretary
Firm Name_G&S Carpet Mills, Inc.	
Business Address 3205 Pomona Blvd., Pomona Ca 91768	
Telephone No. 909-468-5 @0	
Bidder's Contractor License No. <u>C15 License # 712947</u> DIR No. <u>1000</u>	0003623
Dated this 2 th day of October	, 2023.
	Page 1 of 1

EXHIBIT A



REQUEST FOR BID ADDENDUM NO. 1

City Project – Substation Flooring Replacement (CIP 9473)

located at 15001 Paramount Blvd in Paramount, CA 90723

Monday, October 23, 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 Specifications/Bid Documents: The plans/bid documents that were originally part of the bid package were incomplete. The updated instructions are as followed:

- 1. Work may only take place on Friday, Saturday, Sunday, and Monday during regular working hours 8 a.m. 4 p.m.
- 2. The original cove base is 4 inches we are now recommending it be 4 ½ inches.

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:

Dapelen Date: 10/24/2023

Name: Raheleh Gorginfar

Title: Corporate Secreatry

RESOLUTION NO. 23:036

APPROVING APPLICATION FOR GRANT FUNDS FROM THE CALIFORNIA PARKS AND RECREATION OFFICE OF GRANTS AND LOCAL SERVICES FOR THE OUTDOOR EQUITY GRANTS PROGRAM

MOTION IN ORDER:

IT IS RECOMMENDED THAT THE CITY COUNCIL READ BY TITLE ONLY AND ADOPT RESOLUTION NO. 23:036.

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



To: Honorable City Council

From: John Moreno, City Manager

By: David Johnson, Community Services Director

Date: November 14, 2023

Subject: RESOLUTION NO. 23:036 - APPROVING APPLICATION FOR GRANT FUNDS FROM THE CALIFORNIA PARKS AND RECREATION OFFICE OF GRANTS AND LOCAL SERVICES FOR THE OUTDOOR EQUITY GRANTS PROGRAM

BACKGROUND

On November 8, 2016, California Governor Gavin Newsom signed Assembly Bill 209 which created the Outdoor Equity Grants Program. Unlike previous competitive grants being offered from the California Parks and Recreation Office of Grants and Local Services, the Outdoor Equity Grants Program focuses on programming and not capital projects. The grant aims to increase the ability of residents in low income urban and rural communities to participate in outdoor experiences at State parks and other public lands.

DISCUSSION

The City applied for funding in the 2021 grant cycle but was not awarded a grant. Staff is seeking to apply for the 2023 grant cycle (Round 2) for the Outdoor Equity Grants program. In this round, there will be approximately \$50 million in competitive programming grants statewide. The maximum grant amount is \$700,000 and the minimum amount is \$20,000. Agencies can submit multiple programming grant applications and there is no matching requirement; the entire cost of the program can be fully grant funded. Each grant is associated with a "home base" which will act as the meeting place for both enrichment related activities in the community and trips from the community to natural areas. The program is intended for children from Kindergarten to 12th grade but can also be multi-generational. We intend to apply for one grant and the Mariposa Center would be our "home base".

The grant application is due December 14, 2023 and requires a resolution from the City Council approving the application as part of the grant submittal process. Attached is Resolution No. 23:036 that authorizes the submittal of our applications under the Outdoor Equity Grants Program.

FISCAL IMPACT

Should grant funding for this project be awarded, the operation of an Outdoor Equity program out of Mariposa Center would be fully funded by the grant and not impact the General Fund.

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.

RECOMMENDED ACTION

It is recommended that the City Council read by title only and adopt Resolution No. 23:036.

CITY OF PARAMOUNT LOS ANGELES COUNTY, CALIFORNIA

RESOLUTION NO. 23:036

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PARAMOUNT APPROVING APPLICATION FOR GRANT FUNDS FROM THE CALIFORNIA PARKS AND RECREATION OFFICE OF GRANTS AND LOCAL SERVICES FOR THE OUTDOOR EQUITY GRANTS PROGRAM

WHEREAS, the State Department of Parks and Recreation has been delegated the responsibility by the Legislature of the State of California for the administration of the Outdoor Equity Grants Program, setting up necessary procedures governing the application; and

WHEREAS, said procedures established by the State Department of Parks and Recreation require the Applicant to certify by resolution the approval of the application before submission of said application to the State; and

WHEREAS, successful Applicants will enter into a contract with the State of California to complete the Grant Scope program;

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

SECTION 1. The above recitations are true and correct.

SECTION 2. Approves the filing of an application for the State Department of Parks and Recreation Outdoor Equity Grants Program for funding to support expansion of the Pathfinders Program at the Mariposa Center, and;

SECTION 2. Certifies that said Applicant has or will have available, prior to commencement of any work on the program(s) included in this application, the sufficient funds to complete the program(s) as described in the Grant Selection Criteria response, and;

SECTION 3. Certifies that the Applicant has reviewed, understands, and agrees to the General Provisions contained in the contract shown in the Grant Administration Guide, and;

SECTION 4. Delegates the authority to City Manager or his designee to conduct all negotiations, sign and submit all documents, including, but not limited to applications, agreements, amendments, and payment requests, which may be necessary for the completion of the Grant Scope, and;

<u>SECTION 5</u>. Agrees to comply with all applicable federal, state and local laws, ordinances, rules, regulations and guidelines, and;

<u>SECTION 6</u>. This Resolution shall take effect immediately upon its adoption.

PASSED, APPROVED, and ADOPTED by the City Council of the City of Paramount this 14th day of November 2023.

Isabel Aguayo, Mayor

ATTEST:

Heidi Luce, City Clerk

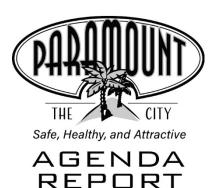
H:\RECREATION\ADMIN\DAVID\AGENDA\COUNCIL\RESOLUTION 23_011 SUMMER DAY CAMP FEES.DOCX;11/6/2023 10:57 AM

APPROVAL OF AMENDMENT NO. 1 TO THE MASTER COOPERATIVE AGREEMENT WITH LOS ANGELES COUNTY METROPOLITAN TRANSPORTATION AUTHORITY FOR THE WEST SANTA ANA BRANCH LIGHT RAIL PROJECT

MOTION IN ORDER:

IT IS RECOMMENDED THAT THE CITY COUNCIL APPROVE AMENDMENT NO. 1 TO THE MASTER COOPERATIVE AGREEMENT WITH LOS ANGELES COUNTY METROPOLITAN TRANSPORTATION AUTHORITY FOR THE WEST SANTA ANA BRANCH LIGHT RAIL PROJECT IN A FORM APPROVED BY THE CITY ATTORNEY AND AUTHORIZE THE CITY MANAGER OR HIS DESIGNEE TO SIGN THE AMENDMENT.

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: November 14, 2023

Subject: APPROVAL OF AMENDMENT NO. 1 TO THE MASTER COOPERATIVE AGREEMENT WITH LOS ANGELES COUNTY METROPOLITAN TRANSPORTATION AUTHORITY FOR THE WEST SANTA ANA BRANCH LIGHT RAIL PROJECT

BACKGROUND

In September 2020, the City Council approved a Master Cooperative Agreement with Los Angeles County Metropolitan Transportation Authority (LACMTA) for the West Santa Ana Branch Light Rail Project. This project will connect southeast Los Angeles County to downtown Los Angeles through a 19-mile light rail corridor with a proposed transit station in the City of Paramount.

DISCUSSION

Given that LACMTA, with eight other cities involved in the project, has finalized, and agreed to a Master Cooperative Agreement, they are now proposing amendments to ensure alignment and equal benefits to all cities. These proposed amendments entail adding expressed acknowledgements, further clarifications, and other various administrative adjustments. Please see attached letter from LACMTA for the full list of changes from previous agreement.

FISCAL IMPACT

There is currently no 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 Outcomes No. 4: Environmental Health and No. 5: Attractive and Well-Maintained Infrastructure.

RECOMMENDED ACTION

It is recommended that the City Council approve Amendment No. 1 to the Master Cooperative Agreement with Los Angeles County Metropolitan Transportation Authority for the West Santa Ana Branch Light Rail Project in a form approved by the City Attorney and authorize the City Manager or his designee to sign the amendment.



September, ____ 2023

City Manager City of Paramount 16400 Colorado Avenue Paramount, CA 90723

WEST SANTA ANA BRANCH PROJECT ("Project") MASTER COOPERATIVE AGREEMENT BETWEEN (1) THE CITY OF PARAMOUNT (THE "City") AND (2) THE LOS ANGELES COUNTY METROPOLITAN TRANSPORTATION AUTHORITY ("LACMTA") (the "Agreement")

Terms used but not defined in this letter will have the meanings set forth in the Agreement.

As discussed with you, LACMTA has now finalized and agreed a master cooperative agreement for the Project with eight other cities involved in the Project and would like to propose and discuss amendments (if any) to this Agreement with the City to ensure alignment and equal benefit to all cities.

We have attached a proposed amendment agreement for review by the City. The amendments include the following:

- (i) adding express acknowledgements to the recitals that the Agreement does not address any terms and conditions with respect to any 3% contribution, the 3% local funding contribution credit, or the Land Bank Pilot Partnership as these will be addressed separately;
- (ii) adding an express acknowledgement to Section 1.1(a) that the Agreement was entered into while the Environmental Impact Statement/Environmental Impact Report process is ongoing;
- (iii) clarifying the Work Order process under Section 2.3;
- (iv) adding an express acknowledgement to Section 2.4 that if the City determines that it requires additional resources to comply with its obligations under the Agreement, it



may submit a proposed change to a Work Order and that if LACMTA rejects a reasonable request for such additional resources, the City will be entitled to an extension of time;

- (v) clarifying Section 2.6 to limit the City's obligations to those actions within its powers and acknowledge the initial screening procedures under LACMTA's adjacent work procedures to identify the level of review necessary;
- (vi) correcting a typographical error in Section 3.1 and adding clarificatory language regarding LACMTA's responsibility to ensure that the WSAB Project complies with Applicable Law, including ADA requirements;
- (vii) clarifying Section 3.5 to expressly acknowledge that the City may adopt new City Standards or amend existing City Standards, subject to the terms of Section 3.5;
- (viii) clarifying Section 4.3 to expressly acknowledge that LACMTA is permitted to use public rights-of-way under Applicable Law but is responsible for the acquisition of private rights-of-way necessary for the Project;
- (ix) adding an acknowledgement in Section 7.1 that LACMTA will be responsible for site assessments and remediation of hazardous materials performed for the purposes of the Project and for any costs relating to the presence or existence of any environmental hazard in, under or about any City Facility if remediation of hazardous materials is required for the WSAB Project in accordance with the environmental site assessments;
- (x) clarifying the definition of "Expired Service Life Value" in Section 7.2;
- (xi) adding an express reference to notice of third-party claims under the indemnity in Section 8.1;
- (xii) adding a new definition of "ADA" in Section 11.1 and clarifying a number of other definitions to align with the amendments to other provisions;
- (xiii) adding additional clarifications to the interpretation provisions set out in Section 11.2;
- (xiv) correcting a reference to NDA provisions in Form 60 in Exhibit 10; and



(xv) amending some time periods to reference the equivalent calendar days, but only where alignment is necessary.

Please let us know if the City has any questions or comments or would like a call to discuss the proposed amendments. If the City has no questions or comments, we will prepare the execution version of the amendment agreement.

LOS ANGELES COUNTY METROPOLITAN TRANSPORTATION AUTHORITY Bv:

Name: Sameh Ghaly Position: Chief Program Management Officer (Interim)

Date:___9[27/23

MASTER COOPERATIVE AGREEMENT FOR THE DESIGN, CONSTRUCTION AND OPERATION AND MAINTENANCE OF A PORTION OF THE WSAB PROJECT

Between THE CITY OF PARAMOUNT and LOS ANGELES COUNTY METROPOLITAN TRANSPORTATION AUTHORITY

AMENDMENT NO. 1

This first amendment ("**Amendment No. 1**") to the Master Cooperative Agreement for the design, construction and operation and maintenance of a portion of the WSAB Project ("**MCA**"), is entered into by and between the City of Paramount (as defined more fully in the MCA, the "**City**") and Los Angeles County Metropolitan Transportation Authority (as defined more fully in the MCA, "**LACMTA**").

In consideration of the mutual covenants of the Parties as set out below, the Parties hereby agree as follows:

- 1. Unless expressly defined in this Amendment No. 1 or the context otherwise requires, capitalized terms used in this Amendment No. 1 have the meanings given in the MCA.
- 2 Pursuant to <u>Section 10.7 (Amendments)</u> of the MCA and subject to the terms of this Amendment No. 1, the Parties mutually agree to modify the MCA with effect from the date on which this Amendment No. 1 has been fully executed on behalf of the City and LACMTA ("Effective Date") as follows:
 - a) **Amendment to Recitals**. The Recitals of the MCA are hereby amended by re-numbering the existing Recital C of the MCA to Recital D and adding a new Recital C as follows:
 - "(C) The Measure M ordinance requires local jurisdictions to pay three per cent of the total project cost of a major Measure M rail project (known as the "3% Contribution"). The Measure M guidelines reflect provisions adopted by the LACMTA Board (including Motion 14.2 (2016-0451) passed on May 26, 2016) that allow for local jurisdictions, through an agreement with LACMTA, to meet all or a portion of their 3% local contribution obligation through first/last mile investments (such portion being the "3% Local Funding Contribution Credit"). This Agreement does not address, and is not intended to address any terms and conditions with respect to any 3% Contribution for the WSAB Project by the City nor any 3% Local Funding Contribution Credit for first/last mile investments. Any terms and conditions with respect to any 3% Contribution for the WSAB Project by the City, including any terms relating to any 3% Local Funding Contribution Credit or other in-kind contributions, will be discussed, negotiated and agreed by LACMTA and the City under separate agreements. Further, this Agreement does not address, and is not intended to address any terms and conditions with respect to the LACMTA Board's Land Bank Pilot Partnership with Los Angeles County Motion (June 2022 and any other relevant dates). Any City participation in, and the terms and conditions with respect to any City participation in, any such programs and initiatives would be discussed, negotiated and agreed by responsible parties under a separate agreement. The City disclaims any liability arising out of or related to the Land Bank Pilot Partnership Motion (June 2022) under this Agreement."
 - b) Amendment to Section 1.1(a). <u>Section 1.1(a) (Scope of Agreement</u>) of the MCA is hereby amended by adding the following sentence at the end of the Section:

"The Parties acknowledge that this Agreement is being entered into while the environmental process is ongoing and the final EIS/EIR is being prepared and the signing of this Agreement by the City does not prejudice its right to participate in the environmental process nor does it predetermine the outcome of that process."

- c) Amendment to Section 2.3(b). <u>Section 2.3(b)</u> (*Work Orders*) of the MCA is hereby deleted in its entirety and replaced with the following language:
 - "(b) If LACMTA approves a Form 60 submitted to it by the City with respect to a scope of work under <u>Section 2.3(a) (*Work Orders*)</u> without requiring any changes or additions, LACMTA will issue a Work Order to the City for such scope of work and following receipt of that Work Order, the City must promptly commence the work authorized under that Work Order."
- d) Amendment to Section 2.3(d). <u>Section 2.3(d)</u> (*Work Orders*) of the MCA is hereby deleted in its entirety and replaced with the following language:
 - "(d) If LACMTA requests changes or additions (including any additional or supplemental provisions) to a Form 60 submitted to it by the City with respect to a scope of work under <u>Section 2.3(a) (*Work Orders*)</u> prior to issuing a Work Order, the Parties shall negotiate in good faith such changes or additions. Upon agreement of any such changes or additions (and any necessary City council approval for such changes or additions), LACMTA will issue a Work Order to the City for the applicable scope of work, with the agreed changes or additions and following receipt of that Work Order, the City must promptly and without delay (and in any case within 10 days of issuance by LACMTA) accept any agreed changes or additions to the applicable Form 60 by counter-signing the Work Order or otherwise by written acceptance by the City Representative, in each case followed by prompt commencement of the work authorized under that Work Order. If the City fails to accept the Work Order within 10 days, the Work Order will be deemed to be accepted by the City. Nothing in this <u>Section 2.3(d)</u> shall prohibit LACMTA from approving a Form 60 under <u>Section 2.3(b) (*Work Orders*)</u> in part and authorizing the City to commence the approved part of the scope of work in accordance with that Form 60."
- Amendment to Section 2.3(f). <u>Section 2.3(f)</u> (*Work Orders*) of the MCA is hereby deleted in its entirety and replaced with the following language:
 - "(f) Except in the case of a change required due to an emergency (which notification may be given orally and any emergency work commenced before being confirmed in writing to LACTMA within three days), the City may submit proposed changes to a Work Order in writing to LACMTA for approval, such approval to not be unreasonably withheld or delayed. If approved, the City may perform the work in accordance with the authorized change."
- f) Amendment to Section 2.4(a). <u>Section 2.4(a)</u> (*Project Schedule*) of the MCA is hereby amended by adding the language in **bold** as follows:
 - "(a) The City agrees to cooperate and coordinate with LACMTA in accordance with the provisions of this Agreement in order for LACMTA to achieve the Project Schedule and subject to LACMTA agreeing to the reimbursement of the cost of the applicable resources in accordance with <u>Section 2.3</u> (*Work Orders*) and <u>7.1 (*Reimbursements to the City*)</u>, to allocate sufficient staff and other resources necessary to provide the level of service required to meet the scope of work and work schedules, review periods and timelines identified in this Agreement and any Work Orders. If the City determines that, notwithstanding its compliance with its obligations under this <u>Section 2.4(a)</u>, additional personnel or other resources (including through the use of City Contractors) are required to mitigate the risk of delay in performing the scope of work within the defined schedule, the City may submit a proposed change to a Work Order in accordance with <u>Section 2.3(f) (*Work Orders*)</u>."
- g) Amendment to Section 2.4(d). <u>Section 2.4(d)</u> (*Project Schedule*) of the MCA is hereby amended by adding the language in **bold** as follows:
 - (d) To the extent:
 - (i) a failure by LACMTA to perform its work and obligations in accordance with the work schedules, review periods and timelines identified in this Agreement and/or any Work Order; or

(ii) the rejection by LACMTA of a reasonable request by the City for additional resources under <u>Section 2.4(a)</u>,

results in a delay to the performance of the City's work under a Work Order, the City will be entitled to an equivalent extension to the affected deadline and any other relief expressly contemplated under the terms of the applicable Work Order (including, where the City is performing Design or Construction work, any costs associated with such delay)."

- h) Amendment to Section 2.6(a). <u>Section 2.6(a)</u> (*Coordination of work*) of the MCA is hereby amended by adding the language in **bold** as follows:
 - "(a) Except in the case of Adjacent Work required as a result of an emergency (which notification and coordination may occur as soon as reasonably practicable after the occurrence of the emergency), the City will promptly notify LACMTA upon becoming aware of any proposed or planned Adjacent Work and will take all reasonable actions within its powers, to coordinate the design and performance of any Adjacent Work with LACMTA so that such Adjacent Work shall not interfere with, disrupt or delay the design, construction, operation or maintenance of the City Portion including by:
 - (i) complying with the provisions of this <u>Section 2.6</u> and LACMTA's standard procedures for Adjacent Works;
 - (ii) to the extent requested by LACMTA following its initial screening taking into account proximity of the Adjacent Work to the City Portion, adjacency conditions, and the potential to impact the City Portion and otherwise conducted in accordance with LACMTA's standard procedures for Adjacent Works, delivering copies of all designs and plans for the Adjacent Work to LACMTA and giving LACMTA the right to review and comment on the designs and plans for the Adjacent Work and to approve the final designs and plans for the Adjacent Work; and
 - (iii) if LACMTA reasonably determines and notifies the City that the Adjacent Work will, in whole or in part, interfere with, disrupt or delay the design, construction, operation or maintenance of the City Portion, **coordinating the Adjacent Work or** suspending the Adjacent Work or the relevant part of the Adjacent Work (as applicable)."
- i) **Amendment to Section 2.6(b)**. <u>Section 2.6(b)</u> (*Coordination of work*) of the MCA is hereby amended by adding the language in **bold** to the opening paragraph as follows:
 - "(b) The City will, and will **take all reasonable actions within its powers to** ensure that any City Contractor or third party performing any Adjacent Work, City Construction Work or City Maintenance Work is obligated under contract and/or a permit process to:....."
- j) Amendment to Section 3.1(a). <u>Section 3.1(a)</u> (<u>Design Responsibilities</u>) of the MCA is hereby amended by replacing the reference to "Construction Work" in the opening sentence with a reference to "Design Work".
- k) Amendment to Section 3.3(c). <u>Section 3.3(c)</u> (*Design Review Procedure*) of the MCA is hereby amended by adding the following language at the end of the Section:

"Without prejudice to the foregoing, the City further acknowledges that as between LACMTA and the City, LACMTA has sole discretion to determine whether, and which, features or facilities are required in order for LACMTA to comply with its obligations under Applicable Law in connection with the WSAB Project (whether or not situated within the City Rights-of-Way) including the ADA and in the case of its obligations under the ADA to determine whether matters are technically infeasible; provided, however, in making such determination, LACMTA shall utilize current rules and regulations promulgated under the ADA, and guidelines issued by federal agencies in accordance with the ADA, including but not limited to The ADA Best Practices Tool Kit for State and Local Governments published by Civil Rights Division of the U.S. Department of Justice."

- Amendment to Section 3.5(a). <u>Section 3.5(a) (*City Standards*)</u> of the MCA is hereby amended by adding the language in **bold** as follows:
 - "(a) The City agrees that it shall not adopt any new City Standards or otherwise amend or supplement **any existing City Standards or its interpretation or application of** any existing City Standards, for the sole or primary purpose of affecting the WSAB Project.
- m) Amendment to Section 3.5(b). <u>Section 3.5(b) (*City Standards*)</u> of the MCA is hereby amended by adding the language in **bold** as follows:
 - "(b) Subject to <u>Section 3.5(a)</u> and <u>(c) (*City Standards*)</u>, the Parties acknowledge that the City may adopt new City Standards not listed in <u>EXHIBIT 5 (Design Requirements</u>) or amend or supplement existing City Standards listed in <u>EXHIBIT 5 (Design Requirements</u>) during the Term, provided that the City shall promptly (and in any case within 10 Business Days' of adoption) notify LACMTA of any changes or additions to the City Standards adopted during the Term."
- n) **Amendment to Section 4.3**. <u>Section 4.3</u> (*Rights-of-Way*) of the MCA is hereby amended by adding a new sub-section (a) as follows and re-numbering the following sub-sections to follow sequentially:
 - "(a) The Parties acknowledge that pursuant to Applicable Law, LACMTA is permitted to use City Rights-of-Way to the same extent those rights and privileges relating to City Rights-of-Way are granted to the City."
- Amendment to Section 4.3(c). <u>Section 4.3(c)</u> (*Rights-of-Way*) of the MCA (after re-numbering in accordance with paragraph (n) above) is hereby deleted in its entirety and replaced with the following language:
 - "(c) Subject to <u>Section 4.3(b) (*Rights-of-Way*)</u>, the Parties acknowledge that LACMTA is responsible for the acquisition of any private rights-of-way necessary to Construct and/or operate the WSAB Project on the Project Right-of-Way and LACMTA (or the LACMTA Contractors) shall be responsible for the acquisition of any temporary construction easements necessary for the Construction and/or operation of the WSAB Project. Upon reasonable request by LACMTA, the City shall provide reasonable assistance as may be required for LACMTA to obtain rights-of-way necessary to Construct the City Portion including considering reasonable requests by LACMTA to convey to LACMTA, at no cost to LACMTA, any City-owned street crossings, slivers, surface easements and temporary construction easements that may be required for Construction and/or operation of the WSAB Project without requiring LACMTA to go through the appraisal, negotiations, offer, closing and transfer process. Following any such reasonable request, LACMTA will prepare or cause to be prepared, the title documents and documents of conveyance and shall transmit such documents to the City Representative who shall process them through the required departments for execution and return them to LACMTA within 90 days after receipt, but in any event in accordance with the Project Schedule."
- p) Amendment to Section 7.1(c). <u>Section 7.1(c)</u> (*Reimbursements to the City*) of the MCA is hereby amended by adding the language in **bold** as follows:
 - "(c) As described in <u>EXHIBIT 1 (*Project Description*)</u>, LACMTA (or its LACMTA Contractors) will be responsible for any environmental site assessments and any remediation of hazardous materials to be performed on the Project Site for the purposes of the WSAB Project. LACMTA will not be responsible for any costs relating to the presence or existence of any environmental hazard on, in, under or about any City Facility, including but not limited to, any "hazardous substance" as that term is defined under the Comprehensive Environmental Response, Compensation, and Liability Act (42 U.S.C. § 9601 et seq.), unless LACMTA or any LACMTA Contractor caused the environmental hazard through its actions or remediation of hazardous materials is required to be performed for the purposes of the WSAB Project in accordance with the environmental site assessments."

- q) Amendment to Section 7.2(a)(iii). <u>Section 7.2(a)(iii)</u> (*Reimbursements and Credits to LACMTA*) of the MCA is hereby deleted in its entirety and replaced with the following language:
 - "(iii) the Expired Service Life Value of each Conflicting Facility being replaced if the Replacement Facility will have an expected period of useful service greater than the period that the existing Conflicting Facility would have had, had it remained in service and the Rearrangement not been made, where:
 - (A) the "Expired Service Life Value" shall be an amount determined by the Parties during Design Development based upon estimates provided by the City of the depreciated value of the Conflicting Facility (calculated by multiplying the cost of the Replacement Facility by a fraction, the numerator of which is the age of the Conflicting Facility and the denominator of which is the estimated overall service life of the Conflicting Facility); and
 - (B) the Expired Service Life Value shall be determined by the Parties in accordance with <u>Section</u> <u>7.2(a)(iii)(A)</u> (*Reimbursements and Credits to LACMTA*) prior to the commencement of the applicable Rearrangement work and documented in the applicable Work Order.
- r) Amendment to Section 7.3. <u>Section 7.3 (Payment of Billings)</u> of the MCA is hereby amended by replacing each reference to "40 Business Days" with the language "60 days".
- s) Amendment to Section 8.1. <u>Section 8.1 (Indemnity</u>) of the MCA is hereby amended by adding a new subsection (c) as follows:
 - "(c) Each Party agrees to notify the other promptly upon receipt of any third-party claim for which a Party is entitled to indemnity under this Agreement."
- t) Amendment to Section 11.1. Section 11.1 (*Definitions*) of the MCA is hereby amended by:
 - (i) adding a new definition of "ADA" as follows:

""ADA" means the Americans with Disabilities Act, 42 U.S.C. § 12101 et seq.";

- (ii) amending the definition of "City Portion" by replacing the language "public right-of-way of the City" with the language "public right-of-way within the City";
- (iii) amending the definition of "Project Right-of-Way" by adding the following language at the end of that definition: ", or as notified by LACMTA to the City and compliant with the Project's Final Environmental Impact Report or Statement and any supplemental environmental reports for the WSAB Project.";
- (iv) amending the definition of "Rearrangement" by adding the language in bold as follows:

""Rearrangement" means the work of:

- (a) removal, replacement, restoration, alteration, reconstruction, support, or relocation of all or a portion of a Conflicting Facility, whether permanent or temporary, which LACMTA determines in its sole discretion is necessary in order for the WSAB Project to comply with Applicable Law or otherwise which LACMTA and the City mutually agree is necessary in order to construct, operate or maintain the WSAB Project; or
- (b) the installation of new and required City Facilities which LACMTA determines in its sole discretion is necessary in order for the WSAB Project to comply with Applicable Law or otherwise which LACMTA and the City mutually agree is necessary as a result of the impact of the construction, operation or maintenance of the WSAB Project."
- u) Amendment to Section 11.2(a)(viii). <u>Section 11.2(a)(viii) (Interpretation)</u> of the MCA is hereby amended by adding the following language at the end of that Section: "and the word "or" is not exclusive".

- v) Amendment to Section 11.2(a)(ix). <u>Section 11.2(a)(ix)</u> (*Interpretation*) of the MCA is hereby amended by adding the following language at the end of that Section: "and "shall" when stated is to be considered mandatory".
- w) Amendment to Exhibit 6. Section 4(a) (No Commencement of Construction Work) of Exhibit 6 (LACMTA Submittal Review Procedure) of the MCA is hereby amended by replacing the reference to "five Business Days" with the language "seven days".
- Amendment to Exhibit 7. Section 12.1 (As-Built Drawings) of Exhibit 7 (Construction Requirements) of the MCA is hereby amended by:
 - (i) replacing the reference to "10 Business Days" with the language "15 days"; and
 - (ii) replacing the reference to "60 Business Days" with the language "75 days".
- y) Amendment to Exhibit 8. <u>Section 2.2 (Acceptance Procedure)</u> of <u>Exhibit 8 (Inspection and Acceptance Procedure)</u> of the MCA is hereby amended by:
 - (i) replacing the reference to "seven Business Days" with the language "10 days"; and
 - (ii) replacing the reference to "three Business Days" with the language "five days".
- z) Amendment to Exhibit 10. The last page of <u>Part A (Form 60)</u> of <u>Exhibit 10 (Forms)</u> is hereby amended by replacing the reference to the Non-Disclosure Agreement provisions noted in Exhibit B with the following language:

"The Non-Disclosure Agreement (NDA) provisions (as set out in the NDA between City and LACMTA) are applicable to the following Form 60-specific items:"

- 3 Except as expressly modified by this Amendment No. 1, the MCA, as modified remains in full force and effect as originally executed. Any future reference to the MCA shall be deemed to be a reference to the MCA as amended by this Amendment No. 1 and as the same may, from time to time, be hereafter further modified in accordance with its terms.
- 4. This Amendment No. 1 may be executed in counterparts, each of which will be deemed an original, but all of which together will constitute one and the same instrument.

IN WITNESS WHEREOF, the parties have caused this Amendment No. 1 to the MCA to be executed by their respective representatives duly authorized.

APPROVED AS TO FORM

DAWYN R HARRISON, Interim County Counsel

By:_____ Teddy Low Senior Deputy County Counsel

APPROVED AS TO FORM

"LACMTA"

THE LOS ANGELES COUNTY METROPOLITAN TRANSPORTATION AUTHORITY, a California county transportation authority existing under the Authority of §§ 130050.2 *et seq.* of the California Public Utilities Code

By:	
Name:	
lts:	

"CITY"

CITY OF PARAMOUNT, a California municipal corporation

Ву:	
Name:	
City Attorney	

ATTEST

City Attorney

By:	
Name:	

City Clerk

By: ______ Name: _____

Its: City Manager (or designee)

NOVEMBER 14, 2023

PUBLIC HEARING

ORDINANCE NO. 1177/DEVELOPMENT AGREEMENT NO. 23-1 DANIEL FREEDMAN/JEFFER MANGELS BUTLER & MITCHELL, LLC FOR SOBEIDA FILIPPI

A. OPEN THE PUBLIC HEARING.

B. MOTION IN ORDER:

CONTINUE THE PUBLIC HEARING TO NOVEMBER 28, 2023.

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



- To: Honorable City Council
- From: John Moreno, City Manager
- By: John Carver, Planning Director John King, AICP, Assistant Planning Director
- Date: November 14, 2023

Subject: ORDINANCE NO. 1177/DEVELOPMENT AGREEMENT NO. 23-1 DANIEL FREEDMAN/JEFFER MANGELS BUTLER & MITCHELL, LLC FOR SOBEIDA FILIPPI

This application is a request by Daniel Freedman/Jeffer Mangels Butler & Mitchell, LLC for Sobeida Filippi for a development agreement with the City of Paramount for the construction, installation, and operation of a freeway-oriented digital billboard on vacant land north of Rosecrans Avenue, between the Los Angeles River and 710-Freeway [Assessor Parcel Number 6236-035-013] in the M-2 (Heavy Manufacturing) zone.

On September 6, 2023, the Development Review Board approved Development Review Application No. 23:013 to construct and install a freeway-oriented digital billboard on vacant land. On the same date, the Planning Commission recommended that the City Council approve the newly proposed development agreement.

On October 10, 2023, the City Council opened and continued the public hearing for Ordinance No. 1177 to the November 14, 2023 City Council meeting in response to the applicant's request. The applicant and City Attorney require additional time to further discuss the revenue sharing aspects of the development agreement. As such, staff recommends that the City Council continue the public hearing to the November 28, 2023 City Council meeting.

RECOMMENDED ACTION

It is recommended that the City Council continue the public hearing for Ordinance No. 1177 to the November 28, 2023 City Council meeting.

NOVEMBER 14, 2023

ORAL REPORT

CITY WEBSITE AND CUSTOMER SERVICE REQUEST SYSTEM DEMONSTRATION



To: Honorable City Council

From: John Moreno, City Manager

By: Andrew Vialpando, Assistant City Manager

Date: November 14, 2023

Subject: ORAL REPORT – CITY WEBSITE AND CUSTOMER SERVICE REQUEST SYSTEM DEMONSTRATION

The City of Paramount subscribes to multiple cloud-based software systems that support a wide range of organizational operations, specific departmental functions, and day-today activities. Examples of such systems include Microsoft Office 365, Tyler Technology's Eden Financial System, Active Network (Parks & Recreation), Granicus (City website), GoGov (Paramount Works mobile app), HdL Business License registry, and various point-of-sale payment systems, to name a few.

As the City's reliance on cloud-based technologies grows for internal processes, staff is proactively seeking technology solutions capable of integrating City online services that can provide seamless interaction with residents and community stakeholders. Consolidating the wide scale of service requests under a single platform will reduce inefficiencies, provide economy of scale, and enable a for a convenient one-stop-shop for residents.

Staff will present the City Council with a demonstration of a new type of technology known as a Software as a Solution (SaaS) platform capable of providing customers with a "virtual City Hall" that would result in an overhaul of the City's website and service request system.

NOVEMBER 14, 2023

AGREEMENT WITH CARE SOLACE, INC. FOR FISCAL YEAR 2023-2024

MOTION IN ORDER:

APPROVE 1) APPROPRIATE \$33,113 FROM THE COUMMUNITY BENEFITS AGREEMENT FUND FOR THIS PROGRAM; AND 2) AWARD THE CONTRACT FOR PROFESSIONAL SERVICES TO CARE SOLACE, INC., IN THE AMOUNT OF \$46,813 AND AUTHORIZE THE MAYOR OR HER DESIGNEE TO EXECUTE THE AGREEMENT.

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

HTTPS://PARAMOUNTCITY1957.SHAREPOINT.COM/SITES/PUBLICSAFETY/MANAGMENT/WP/COUNCIL REPORTS/MOTION SHEETS/FY 23-24 AGREEMENT WITH CARE SOLACE, INC. 11.14.23.DOC



To: Honorable City Council
From: John Moreno, City Manager
By: Margarita Matson, Public Safety Director
Date: November 14, 2023

Subject: AGREEMENT WITH CARE SOLACE, INC. FOR FISCAL YEAR 2023-2024

BACKGROUND

Recently, City staff were approached by Care Solace to discuss a proposal to initiate a pilot program to provide mental health care coordinator services to all City of Paramount residents, similar to what they are already providing to neighboring cities and various school districts. Care Solace is a social purpose company on a mission to improve equitable access to mental health and substance use treatment. Care Solace is not a direct provider of services but instead helps people navigate through the complex maze of available services involving both public and private mental health providers.

DISCUSSION

Care Solace provides online resources including a live 24/7 concierge designed to assist individuals in finding local mental health-related programs, substance use treatment providers, and counseling services. Care Solace's proprietary database is integrated into every medical provider and insurance plan in the State of California, including free and sliding scale services for families with no medical insurance. Care Solace helps individuals, regardless of age, gender, ethnicity, or financial situation, with particular focus dedicated to the inclusion of the unhoused population in various social services.

The key benefits of Care Solace are that the platform provides real-time data on community mental health needs, including treatment categories, appointments booked, and demographics, which are critical in providing insights and developing action plans. Care Solace would also help connect City staff and Paramount residents to the right help at the right time. The program supports equitable access to care regardless of medical coverage, including private insurance, Medicaid, and other sliding scale options for those without insurance.

On Tuesday, October 10th, Mr. Chad Castruita, Founder & CEO of Care Solace, provided a comprehensive overview of the program to the Homeless Ad Hoc Committee comprised of City Council members Peggy Lemons and Brenda Olmos.

FISCAL IMPACT

An initial pilot program spanning seven months is proposed. Residents would not be charged for using the service, instead the City would pay a flat rate of \$1.50 per resident annually based on the City's overall population, which comes to a total amount of \$46,813 for the pro-rated seven month pilot period. Funding for this program was included in the FY 2023-24 Community Preservation Division budget under the Opioid Prevention Settlement Fund for \$13,700. An additional appropriation of \$33,113 from the Community Benefits Agreement Fund using funds from the Alt Air Community Benefit Agreement, is required to fully fund this pilot program. The 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 and Strategic Outcome No. 2: Community Health.

RECOMMENDED ACTION

It is recommended that the City Council: 1) appropriate \$33,113 from the Community Benefits Agreement Fund for this program; and 2) award the contract for professional services to Care Solace, Inc., in the amount of \$46,813 and authorize the Mayor or her designee to execute the agreement.

HTTPS://PARAMOUNTCITY1957.SHAREPOINT.COM/SITES/PUBLICSAFETY/MANAGMENT/WP/COUNCIL REPORTS/AGREEMENT BTWN CITY OF PARA. AND CARE SOLACE INC. 11.14.23.DOCX

<u>EXHIBIT A</u>

SERVICE AGREEMENT

This Service Agreement (the "Agreement") is dated the 27th of October, 2023 between City of Paramount, California, (hereinafter "City"), and Care Solace, Inc., a Delaware corporation (hereinafter "Care Solace"). City and Care Solace may be referred to individually as "Party," or collectively as "Parties."

RECITALS

WHEREAS, Care Solace provides a web-based navigation system to assist its clients and the City's residents in locating and connecting with mental health treatment providers (hereinafter the "**Services**"), and agrees to provide the Services to City on the terms and conditions set forth in this Agreement; and

WHEREAS, City desires for Care Solace to assist it in connecting its employees and residents with mental health treatment providers.

TERMS AND CONDITIONS

NOW, THEREFORE, in consideration of the matters described above and of the mutual benefits and obligations set forth in this Agreement, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

Scope of Services

1. Care Solace shall provide the Services as follows:

1.1 Care Solace owns and operates a website located at the URL <u>caresolace.org</u> which provides information related to mental health treatment providers (hereinafter the "**Main Site**"). As part of this Agreement, Care Solace will manage and operate a version of the Main Site that is branded with City's name (hereinafter the "**Branded Site**"). Care Solace will take all reasonable steps to ensure the Branded Site is live in December 2023. Care Solace will provide access to the Branded Site to users authorized by the City, including City employees and residents (hereinafter the "**Authorized Users**"), on a Software-as-a-Service ("**SaaS**") basis pursuant to the terms and conditions set forth in Paragraphs 26-34, *infra*.

1.2 Care Solace shall also facilitate a process called the "Warm Handoff®," whereby a limited subset of City employees or other individuals to whom City has outsourced institutional services (hereinafter "Independent Contractors"), provide Care Solace with contact information of a resident in need of mental health treatment providers (hereinafter the "Treatment Providers"). Care Solace will then work directly with the resident or the resident's parent or legal guardian to connect the resident to Treatment Providers.

1.3 In addition to providing Authorized Users with access to the Branded Site, Care Solace will also provide Authorized Users with telephone and email access to a Care CompanionTM. The Care Companions are care coordinators with

experience in customer service, trained to navigate the mental health system and health insurance. The Care Companions are not licensed mental health professionals and do not diagnose, assess or evaluate. No provider-patient relationship is formed by provision of services by a Care Companion to an Authorized User. The Care Companions are not a crisis response team. The Care Companions are available to work directly with Authorized Users to connect them with Treatment Providers. Care Companions are available 24 hours per day, 7 days per week.

1.4 Care Solace connects Authorized Users with Treatment Providers based on criteria such as geographic proximity, whether the provider accepts the Authorized User's insurance, and whether the provider is accepting new patients. Care Solace will use reasonable efforts to have each Treatment Provider it refers to Authorized Users reviewed through Care Solace's verification process. The information available on Treatment Providers through the verification process may vary significantly.

Care Solace is Not a Treatment Provider

2. Care Solace is not a mental health treatment provider or a provider network, and does not provide mental health treatment or other health care treatment to Authorized Users. Rather, Care Solace acts solely as a care coordinator by connecting Authorized Users to Treatment Providers. Care Solace does not represent, warrant or guarantee that Treatment Providers are of a particular quality. Care Solace shall not be liable for the quality of care provided by Treatment Providers.

Implementation Process

3. Care Solace will provide an onsite or virtual walk-through of the Services to City representatives designated by City in order to demonstrate the features and functionality of the Services.

4. Care Solace will conduct initial on-boarding training sessions with City staff designated by City in order to explain and demonstrate the Services.

5. Care Solace will provide training and on-going support concerning the use and functionality of the Services to key stakeholders of City as requested by City.

6. Care Solace will assist in providing access to the Branded Site on City's website, as requested by City.

7. Upon request by City, Care Solace will provide email/text templates for City to deliver to City residents up to four times per year, to remind them of the Services and provide the URL for the Branded Site.

8. City shall designate one of its employees as its principal contact for communicating with Care Solace regarding technical issues in the provision of the Services, and shall notify Care Solace of such designation in writing within fifteen (15) days of the execution of this Agreement. City may change its principal contact from time to time by providing written notice to Care Solace pursuant to Paragraph 54, *infra*.

Term of Agreement and Fees

9. This Agreement shall be effective as of the date of the last signature below (hereinafter the "Effective Date").

10. The term of this Agreement (hereinafter the "Initial Term") will begin on December 1st, 2023 and continue through June 30th, 2024. This Agreement may be renewed for a full one-year term (hereinafter, "First Annual Term") on July 1, 2024, following the Initial Term.

11. In exchange for the Services contemplated under this Agreement, City will compensate Care Solace as follows:

11.1. For the Initial Term, December 1st, 2023 to June 30th, 2024, City will pay \$46,813 to Care Solace upon execution of this Agreement (based on a City population of 53,500, not including school district students and parents).

11.2. In the event that the City wishes to renew, based on paragraph 10, the First Annual Term July 1, 2024 thru June 30, 2025 on or around the renewal date, City will pay \$80,250 to Care Solace (based on a population of 53,500).

11.3. In the event that City wishes to renew this Agreement for any Renewal Term beyond June 30, 2025, pricing for any Renewal Term will be determined and agreed to by the Parties at or around the time of renewal based on then-current population figures.

12. The fees set forth in Paragraph 11, *supra*, shall be earned by Care Solace when paid and shall not be subject to a prorated refund in the event of a termination without cause by City of this Agreement prior to the end of the Term.

13. To ensure continuity of the Services in the event the Parties execute a new Agreement after the expiration of the Term, Care Solace will continue to provide the Services for a grace period of ninety (90) days after expiration of the Term to allow for negotiation of a subsequent new Agreement. During this grace period, all terms of the Agreement shall remain in full force and effect, and any new Agreement beginning after this grace period shall be retroactive to the expiration date.

14. Except as otherwise provided in this Agreement, all monetary amounts referred to in this Agreement are in USD (United States Dollars).

Termination of Agreement

15. City may terminate without cause this Agreement at any time after providing Care Solace with sixty (60) days written notice, pursuant to Paragraph 54, *infra*. In the event of termination without cause pursuant to this paragraph, the fees paid by City shall not be subject to a prorated refund.

16. In the event that Care Solace determines, in its sole and absolute discretion, to cease to offer the Services to new clients and to discontinue support of the Services for existing clients, Care Solace may terminate this Agreement without cause by providing City with sixty (60) days written notice pursuant to Paragraph 54, *infra*. In the event of termination without cause pursuant to this paragraph, the fees paid by City shall be subject to a prorated refund.

17. If either Party fails to comply with any of the material terms and conditions of this Agreement, including, without limitation, the payment of any fee to Care Solace, the non-breaching Party may terminate this Agreement with cause upon thirty (30) days written notice to the breaching Party specifying the breach(es). Upon receiving written notice of a specified breach, the breaching Party shall have a thirty (30) day cure period to remedy the specified breaches. The written notice must be provided in accordance with Paragraph 54, *infra*.

17.1. Only in the event that a Party fails to remedy a specified breach within the thirty (30) day cure period shall such a breach be considered a "Dispute" subject to the dispute resolution provisions set forth in Paragraphs 42-50, *infra*.

17.2. The written notice to a breaching Party specifying any breach(es) of the material terms of this Agreement and the thirty (30) day cure period set forth in this Paragraph 17 are conditions precedent to any Party's ability to provide the other Party with notice of a Dispute under Paragraph 43, *infra*.

Data and Information Privacy

18. Care Solace and City each agree to comply with all data privacy laws and requirements, state and federal, to which they are each subject, which may include, without limitation, the Children's Online Privacy Protection Act, 15 U.S.C. §§ 6501-6506 (hereinafter "**COPPA**"), and the provisions of HIPAA set forth in Paragraph 19, *infra*.

19. Care Solace and City each agree that City personnel may have access to Protected Health Information (hereinafter "**PHI**") that is subject to the requirements of the Health Insurance Portability and Accountability Act of 1996 (HIPAA) (codified at 45 C.F.R. Parts 160, 162, and 164 and related regulations). In the event that: (i) City is considered to be a HIPAA covered entity; (ii) Care Solace is considered to be a HIPAA business associate; and (iii) City personnel are providing PHI to Care Solace, then Care Solace warrants that it will appropriately safeguard PHI (as that term is defined in 45 C.F.R. 160.103), and agrees that to the extent it applies, Care Solace will comply with the provisions of 45 C.F.R. 164 Subpart E regarding use and disclosure of PHI. Care Solace shall execute a Business Associate Agreement if requested by City.

19.1 The Parties agree that to the extent this Agreement is subject to any state or federal law provisions governing health care fraud and abuse, the Parties shall comply with applicable local, state, and federal statutes, rules, and regulations, which may include, but not be limited to, 42 U.S.C. § 1320a-7b(b) (the Anti-Kickback Statute), 42 U.S.C. § 1395nn (the Stark Law), and the California Physician Ownership and Referral Act of 1993, to the extent applicable. This Agreement

shall be interpreted and construed at all times in a manner consistent with applicable laws and regulations governing the financial relationships among individuals and entities that provide or arrange for the provision of items or services that are reimbursable by governmental health care programs or other third party payers.

20. The Branded Site will include a privacy policy and terms of use which will comply with applicable law.

21. City expressly understands and agrees that prior to providing the contact or other information to Care Solace of a resident in need of mental health services as part of the Warm Handoff® process, the City employee making the Warm Handoff® must first obtain consent from the resident to provide the resident's contact or other information to Care Solace.

22. City represents and warrants that any Independent Contractor that is provided with access to the Services or is otherwise responsible for transmitting PHI or other private information to Care Solace is subject to the same warranties and requirements as City pursuant to this Agreement.

23. Care Solace reserves the right to internally monitor City's and Authorized Users' usage of the Branded Site and Services.

24. Care Solace will provide access to City to the following non-personally identifiable information collected from Authorized Users: number of visitors, matches, and phone appointments. If City desires to obtain personally identifiable information from Care Solace related to a particular Authorized User's use of the Services, City shall obtain and deliver to Care Solace a duly executed written authorization from the Authorized User, or his or her legal guardian if applicable, in a form that complies with applicable law.

25. Care Solace shall ensure that: (i) all data and information provided by City is stored on files that are separate from those of other Care Solace clients, or (ii) all files containing data and information provided by City are partitioned from the information and data provided by other clients sufficient to protect the security and privacy of such information and data.

Software-as-a-Service Terms

26. Care Solace grants City a non-exclusive, non-transferable, limited, revocable and royalty-free license to provide a hypertext reference link (hereinafter the "Link") to the initial, top-level display of the Branded Site solely for the purpose of linking any website owned or controlled by City to the Branded Site.

27. <u>Use Restrictions</u>. City covenants and agrees that its use of the Services will be in a manner consistent with this Agreement and with all applicable laws and regulations, including trade secret, copyright, trademark, and export control laws. Without limiting the generality of the foregoing, City will not, directly or indirectly, do any of the following: reverse engineer, decompile, disassemble, or otherwise attempt to discover the source code, object code, or underlying structure, ideas, or algorithms of or included in the Services or any software, documentation or data related to the Services (hereinafter

"**Software**"); modify, translate or create derivative works based on the Services or any Software; or copy (except for archival purposes), distribute, pledge, assign or otherwise transfer or encumber rights to the Services or any Software; use the Services or any Software for timesharing or service bureau purposes or otherwise for the benefit of a third party; or remove any proprietary notices or labels.

28. <u>Security</u>. City and the Authorized Users shall be solely responsible for acquiring and maintaining technology and procedures for maintaining the security of their connections to the Internet. As part of the Services, Care Solace shall implement reasonable security procedures consistent with prevailing industry standards to protect information provided by City and Authorized Users from unauthorized access. The Parties agree that Care Solace shall not, under any circumstances, be held responsible or liable for situations in which: (i) data or transmissions are accessed by third parties through illegal or illicit means, or (ii) the data or transmissions are accessed through the exploitation of security gaps, weaknesses, or flaws unknown to Care Solace at the time, provided Care Solace complies with its obligations in this paragraph.

29.<u>Unauthorized Access</u>. Care Solace will promptly report to City any unauthorized access to data or information provided by City upon discovery of such access by Care Solace, and Care Solace will use diligent efforts to promptly remedy any breach of security that permitted the unauthorized access to occur. In the event that Care Solace was solely responsible for the breach and to the extent that Care Solace has an obligation imposed by law or statute to notify any individuals whose information was provided to Care Solace by City, Care Solace shall be solely responsible for any and all such notifications at its expense. In the event the City was solely responsible for the breach, the City shall reimburse Care Solace for time and expenses incurred to assist City with any required notifications to affected individuals. In the event that Care Solace and City are jointly responsible for the breach, the Parties will attempt to reach an informal resolution as to expenses and, if unable to do so, it will be considered a "Dispute" subject to the dispute resolution provisions set forth in paragraphs 42-50, *infra*.

30. <u>Ownership of Proprietary Rights</u>. Ownership of any and all rights, whether registered or unregistered, in and with respect to patents, copyrights, confidential information, know-how, trade secrets, moral rights, contract or licensing rights, confidential and proprietary information protected under contract or otherwise under law, trade names, domain names, trade dress, logos, animated characters, trademarks, service marks, and other similar rights or interests in intellectual or industrial property (hereinafter "**Proprietary Rights**") embodied in the Branded Site, the Services, and the computer hardware, software and other tangible equipment and intangible computer code necessary to deploy and serve the Services (hereinafter the "**Technology**") shall remain exclusively vested in and be the sole and exclusive property of Care Solace and its licensors. In addition, City hereby transfers and assigns to Care Solace any rights City may have to any suggestions, ideas, enhancement requests, feedback, recommendations or other information provided by City personnel relating to the Branded Site, the Services, or the Technology.

31. <u>Mutual Exchange of Confidential Information</u>. The Parties desire to establish terms governing the use and protection of certain confidential information one Party (hereinafter "**Owner**") may disclose to the other Party (hereinafter "**Recipient**"). For purposes of this Agreement, the term "Confidential Information" means (i) the terms and conditions of

this Agreement, subject to a valid request under the applicable state's open records act (ii) non-public aspects of the Branded Site and the operation thereof, the Technology, the Services, and Care Solace's business and technical information and data, and (iii) City's information or other data processed, stored or transmitted by, in or through the Services (hereinafter "City Data"). In addition, Confidential Information includes information which, although not related to the Services or this Agreement, is nevertheless disclosed hereunder and which is disclosed by an Owner or an affiliate to a Recipient in documentary or other tangible form bearing an appropriate label indicating that it is confidential or proprietary in nature, or which, if initially disclosed orally or visually is identified as confidential at the time of disclosure and a written summary hereof, also marked with such a label, is provided to Recipient within fifteen (15) days of the initial disclosure. Recipient may use Confidential Information of Owner only for the purposes of fulfilling the obligations contemplated in this Agreement and shall protect such Confidential Information from disclosure to others, using the same degree of care used to protect its own proprietary information of like importance, but in any case using no less than a reasonable degree of care. Recipient may disclose Confidential Information received hereunder only as reasonably required to perform its obligations under this Agreement and only to its employees who have a need to know for such purposes and who are bound by signed, written agreements to protect the received Confidential Information from unauthorized use and disclosure. The restrictions of this Agreement on use and disclosure of Confidential Information shall not apply to information that: (i) is in the possession or control of Recipient at the time of its disclosure hereunder; (ii) is, or becomes publicly known, through no wrongful act of Recipient; (iii) is received by Recipient from a third party free to disclose it without obligation to Owner, (iv) is independently developed by a Party as evidenced by its written and dated records and without any breach of this Agreement; or (v) is the subject of a written permission to disclose provided by Owner. The Recipient may disclose Confidential Information of Owner pursuant to the requirements of a governmental agency or by operation of law, provided that such Recipient gives Owner written notice thereof as soon as practicable to allow sufficient time for Owner to object to disclosure of such Confidential Information.

32. <u>General Skills and Knowledge</u>. Notwithstanding anything to the contrary in this Agreement, City agrees that Care Solace is not prohibited from utilizing any skills or knowledge of a general nature acquired during the course of providing the Services, including information publicly known or available or that could reasonably be acquired in similar work performed for another client of Care Solace.

33. <u>Publicity and Branding</u>. City agrees that Care Solace may (a) publicize City's name, the fact of the Branded Site, and City's use of the Services; and (b) brand the Branded Site with a "powered by Caresolace.com" or similar legend and/or copyright notice.

34.<u>Options for Infringement Claims</u>. If any Party is enjoined from using the Technology, or if Care Solace believes that the Technology may become the subject of a claim of intellectual property infringement, Care Solace, at its own option and expense, may: (i) procure the right for City to continue to use the Services; (ii) replace or modify the Technology so as to make it non-infringing; or (iii) terminate this Agreement, in which case Care Solace shall provide a prorated refund to City of any and all fees paid in advance for those Services not provided by Care Solace. This Paragraph and the

indemnification provisions in Paragraphs 39-40 set forth the entire liability of Care Solace to City for any infringement by the Technology or Services of any intellectual property right of any third party.

Representations and Warranties

35. City represents and warrants that: (a) any information it provides to Care Solace does not and will not infringe, misappropriate, or otherwise violate any intellectual property right or right of privacy or publicity of any third party; and (b) the performance of its obligations as set forth in this Agreement and the use of the Services by City and its Authorized Users will not (i) violate any applicable laws or regulations, or (ii) cause a breach of any agreements with any third parties. In the event of any breach by City of any of the foregoing representations and warranties set forth in this Paragraph 35, in addition to any other remedies available at law or in equity, Care Solace will have the right to suspend immediately any Services if deemed reasonably necessary by Care Solace to prevent any harm to Care Solace and its business. Care Solace will provide written notice of any breach of the foregoing representations and warranties to City in accordance with Paragraph 54, *infra*, and a reasonable time period to cure, if practicable, depending on the nature of the breach.

36. Care Solace represents and warrants that it will comply with all state and federal healthcare referral and anti-kickback statutes, and that it does not have an ownership interest in any of the Treatment Providers to whom it refers Authorized Users. In the event of any breach by Care Solace of the foregoing representations and warranties set forth in this Paragraph 36, City will provide written notice of the breach to Care Solace in accordance with Paragraph 54, *infra*, and a reasonable time period to cure, if practicable, depending on the nature of the breach.

37. Except as expressly set forth herein, the Services are provided on an "as is" and "as available" basis, and without warranties of any kind either express or implied. Care Solace hereby disclaims all warranties, express or implied. Care Solace does not warrant that the services will be uninterrupted or error free or that defects will be corrected. Care Solace does not offer a warranty or make any representation regarding the results or the use of the Services in terms of their correctness, accuracy, reliability, risk of injury to City's or any Authorized User's computer, network, market, or customer base or commercial advantage.

Insurance and Indemnification

38. <u>Insurance</u>. During the term of this Agreement, Care Solace shall obtain and maintain liability insurance with policy limits having minimum coverage of \$2,000,000 per occurrence, which can be met through an umbrella or standard policy or any combination thereof. The insurance shall be evidenced by a Certificate of Insurance reflecting the minimum coverage limits.

39. <u>Defense and Indemnity</u>. Care Solace or its insurer shall defend and indemnify City and its officers, agents, employees and volunteers (collectively "**City Parties**") against any and all claims, demands, liability, judgments, awards, losses, damages, expenses or costs of any kind or character (hereinafter collectively referred to as "**Claims**"), to the extent arising

out of any act, error, omission, negligence, or willful misconduct of Care Solace or its officers, employees, agents, contractors, licensees, or servants connected to the Services covered by this Agreement. Care Solace or its insurer shall have no obligation, however, to defend or indemnify City Parties from a Claim if it is determined that such Claim was caused by the sole negligence or willful misconduct of City Parties.

39.1. <u>Additional Insured</u>. Care Solace shall cause City to be named as an "Additional Insured" under the liability insurance policy obtained and maintained as set forth in Paragraph 38, *supra*. Naming a City as an additional insured does not alter the limitations, obligations and conditions set forth in paragraphs 38 and 39 and in no circumstances will City be entitled to coverage beyond the contracted for amount of \$2,000,000 per occurrence contained in Paragraph 38. Notwithstanding City's coverage as an Additional Insured, in no event shall Care Solace or its insurer be held liable for City's sole negligence or willful misconduct. Under no circumstances is any Additional Insured entitled to any coverage beyond the contractual indemnification provisions in Paragraph 39, *infra*.

40. A City seeking defense and/or indemnification hereunder shall promptly notify Care Solace in writing of the Claim in accordance with Paragraph 54, *infra*, and shall cooperate with Care Solace or its insurer at Care Solace's or its insurer's sole cost and expense. Care Solace or its insurer shall control the defense and investigation of the Claim and shall employ counsel of its choice to handle and defend the same, at Care Solace's or its insurer's sole cost and expense. The obligations and responsibilities set forth in this Paragraph 39 shall apply only in the event that Care Solace or its insurer agree to provide a defense and/or indemnification.

41. Naming City as an additional insured does not alter the limitations, obligations and conditions set forth in paragraphs 38-40 and in no circumstances will Citybe entitled to coverage beyond the contracted for amount of \$2,000,000 per occurrence contained in Paragraph 38.

Dispute Resolution

42. Any and all disputes, controversies, or Claims arising out of or relating to this Agreement or a breach thereof, including without limitation Claims based on contract, tort, or statute (hereinafter a "**Dispute**"), shall be determined by binding arbitration as set forth in this section, consisting of Paragraphs 42-50 herein (hereinafter the "**Arbitration Agreement**").

43. An aggrieved Party shall notify the other Party of a Dispute within fifteen (15) days of being made aware of the Dispute; however, no Party may provide notification of a Dispute prior to the termination of the thirty day cure period described in Paragraph 17, *supra*. Notice shall be provided in accordance with the requirements of Paragraph 54, *infra*. The date that notice is received by the opposing Party shall hereinafter be referred to as the "**Notification Date**."

44. If the Parties are unable to informally resolve the Dispute within thirty (30) days of the Notification Date, the Parties agree to engage in mediation in good faith. The requirement to engage in mediation is a condition precedent to the initiation of arbitration pursuant to this Arbitration Agreement. Mediation must occur within 120 days of the Notification Date. The

120-day deadline may be waived by mutual agreement of the Parties. Mediation shall be conducted according to the following terms:

44.1 Mediation shall be conducted by a single mediator from JAMS, or another mediation service agreed to by the Parties (hereinafter "Mediation Service").

44.2 The Parties will cooperate with the Mediation Service and one another in selecting a mediator from the Mediation Service's panel of neutrals and in scheduling mediation proceedings. In the event that the Parties are unable to agree upon the selection of a mediator, the Parties shall request that the Mediation Service assign a mediator from its panel of neutrals with experience as a state or federal court judge.

44.3 The Parties agree that they will participate in the mediation in good faith and that they will share equally in the costs of mediation.

45. If the Parties are unable to resolve the Dispute through mediation, the Parties shall submit the Dispute to binding arbitration pursuant to the Federal Arbitration Act, 9 U.S.C. § 1, *et seq*. (hereinafter the "FAA"). Notwithstanding any other provisions of this Agreement regarding applicable law, the Parties agree that the substantive and procedural provisions of the FAA will apply to this Arbitration Agreement, to the exclusion of any state-specific substantive and procedural law regarding arbitration.

46. Arbitration shall be initiated by the aggrieved Party within thirty (30) days of the conclusion of mediation. In no event shall arbitration be demanded after the date the Claim would be barred by the applicable statute of limitations. Arbitration shall be conducted in accordance with the following terms:

46.1. Arbitration shall be conducted by a single neutral arbitrator from the National Roster of Arbitrators and administered according to the American Arbitration Association's ("**AAA's**") Commercial Arbitration Rules and Mediation Procedures then in effect, except as modified by this Agreement or as otherwise agreed to in writing by the Parties. A copy of the AAA's current Commercial Arbitration Rules and Mediation Procedures may be viewed here by clicking on this link: https://home.caresolace.com/contracts/AAA- Commercial-Arbitration-Rules-and-Mediation-Procedures-020121.pdf

46.2. In rendering the award, the arbitrator will determine the rights and obligations of the parties in accordance with the substantive law of the State of California, subject to the limitations on damages set forth in Paragraphs 47-50, *infra*.

46.3. The arbitrator shall award the prevailing Party the costs of mediation and arbitration.

46.4. This Arbitration Agreement is intended to be binding on and to inure to the benefit of the Parties, their principals, successors, assigns, affiliates, partners, employees, parent or subsidiary entities, and to any other persons or entities whose claims or defenses may arise out of or relate to this agreement, including third party beneficiaries.

46.5. In the event a Dispute involves a third-party beneficiary of this Agreement, the third-party beneficiary shall be excused from compliance with the notice and opportunity to cure requirements of Paragraphs 17 and 43, *supra* and shall also be excused from the mediation required under Paragraph 44, *supra*. The costs of any arbitration involving a Party and a third-party beneficiary of this Agreement shall be borne solely by the Party involved in the Dispute, unless such Dispute involves both Parties, in which case the Parties shall share equally in the costs of arbitration. In no event shall a third-party beneficiary be responsible for the costs of arbitration pursuant to this Arbitration Agreement.

46.6. Any arbitration award shall be binding on the Parties and on any third-party beneficiaries. This binding Arbitration will not be subject to appeal.

Limitation on Damages

47. As a result of any Dispute, no Party shall be liable to the other Party or to any third- party beneficiary for any indirect, incidental, or consequential damages under any theory, even if the Party allegedly causing such damages has been advised of the possibility of such damages. The Parties waive any right to recover such damages.

48. As a result of any Dispute, in no event shall any Party be liable to the other Party or to any third-party beneficiary for punitive or exemplary damages, unless specifically provided by statute. The Parties waive any right to recover such damages unless specifically provided by statute.

49. In the event that Care Solace is found liable to City or any third-party beneficiary as the result of a Dispute, or in the event that City is found liable to any third-party beneficiary, liability shall not exceed the total general liability insurance amount in Care Solace's certificate of insurance pursuant to this Agreement. In no event shall Care Solace be held liable for the sole negligence of any other Party, including City.

50. The prevailing Party in any Dispute will be entitled to recover, in addition to costs and any other damages or award, all reasonable attorneys' fees associated with the action.

Miscellaneous Terms

51. <u>Performance</u>. The Parties agree to do everything necessary to ensure that the terms of this Agreement take effect and each Party will use its best efforts to ensure that Authorized Users are made aware of the Services and their ability to access the Branded Site.

52. <u>Governing Law</u>. This Agreement shall be governed by and construed in accordance with the laws of California without giving effect to any choice or conflict of law provision or rule (whether of California or any other jurisdiction) that would cause the application of laws of any jurisdiction other than those of California. The sole exception to this Paragraph is that

the Arbitration Agreement set forth in Paragraphs 42-50, *supra*, shall be governed by the procedural and substantive provisions of the FAA.

53. <u>Venue for Arbitration</u>. Arbitration conducted as set forth in Paragraphs 42-50, *supra*, shall take place in Los Angeles County, CA.

54. Notices. All notices, requests, demands or other communications required by this Agreement between Care Solace and City shall be in writing and shall be deemed given and served upon delivery, if delivered personally or by email, or three (3) days after mailing by U.S. mail as follows:

City of Paramount, California 16400 Colorado Avenue Paramount, CA 90723 Attention: John Moreno City Manager Email: jmoreno@paramountcity.com

If to Care Solace: Care Solace, Inc. 1624 Market St., Ste 226 PMB 94660 Denver, CO 80202-1559 Attention: Peter C. Biberstein Email: peter.biberstein@caresolace.org

Any Party may change the address or persons to which notice is to be provided by giving written notice of the change of address or persons to the other Party in the manner provided for giving notice in this paragraph.

55. <u>Third-Party Beneficiaries</u>. The Parties agree that this Agreement is intended to benefit Authorized Users as third-party beneficiaries and that the Parties mutual intent to confer a benefit upon Authorized Users as third-party beneficiaries of this Agreement is a material part of the Agreement's purpose. The Parties expressly agree that it is their intention by this Agreement that all Claims, as that term is defined in Paragraph 39, supra, brought by third-party beneficiaries including, but not limited to Authorized Users, shall be subject to the Arbitration Agreement set forth in Paragraphs 42-50, *supra*.

56. <u>Waiver</u>. The waiver by either Party of a breach, default, delay or omission of any of the provisions of this Agreement by the other Party shall not be construed as a waiver of any subsequent breach of the same or any other provision of this Agreement.

57. <u>Continuing Obligations</u>. The following obligations shall survive the expiration or termination of this Agreement: (i) any and all warranty disclaimers, limitations of liability and indemnities granted by either Party herein; (iv) any covenant granted herein for the purpose of determining ownership of, or protecting, the Proprietary Rights, including without limitation, the Confidential Information of either Party, or any remedy for breach thereof; and (v) the payment of any money due to Care Solace.

58. <u>Force Majeure</u>. Neither Party shall be liable for damages for any delay or failure to perform any obligation imposed by this Agreement if such delay or failure arises out of causes beyond the Party's reasonable control and without their fault or negligence, including, but not limited to, acts of God, acts of civil or military authority, fires, riots, wars, national or regional emergencies, pandemics, embargoes, Internet disruptions, hacker attacks, any action taken by a governmental authority, or telecommunications failures. A Party whose performance is affected by any of the foregoing shall give written notice to the other Party stating the period of time the occurrence is expected to continue, and shall use diligent efforts to end the failure or delay and minimize the effects of such delay. Notwithstanding anything to the contrary contained herein, if either Party is unable to perform hereunder for a period of thirty (30) consecutive days, then the other Party may terminate this Agreement immediately by providing ten (10) days written notice. Should the application of this Paragraph 58 become the source of a Dispute between the Parties, then either Party may immediately initiate the dispute resolution process outlined in the Arbitration Agreement, Paragraphs 42-50, *supra*, without first providing notice and an opportunity to cure as set forth in Paragraphs 17 and 43, supra. Any written notice under this Paragraph 58 must comply with the written notice requirements of Paragraph 54, *supra*.

59. <u>Modification of Agreement</u>. Any amendment or modification of this Agreement will only be binding if evidenced in writing and signed by each Party or an authorized representative of each Party with authority to bind the Party. Any amendment or modification must comply with the notice requirements of Paragraph 54, *supra*.

60. <u>Assignment</u>. Care Solace will not assign or otherwise transfer its obligations under this Agreement without the written consent of City.

61. <u>Entire Agreement</u>. This Agreement contains the entire agreement with respect to the subject matter hereof and supersedes all prior negotiations, understandings, or agreements, written or oral, including but not limited to City's purchase orders or like documents, which shall be for administrative convenience only and which shall have no substantive force or effect. It is agreed that there is no representation, warranty, collateral agreement or condition affecting this Agreement except as expressly provided in this Agreement.

62. <u>Titles/Headings</u>. Titles and Headings are utilized in this Agreement for the convenience of the Parties only and are not to be considered when interpreting this Agreement.

63. <u>Severability</u>. In the event that any of the provisions of this Agreement are held to be invalid or unenforceable in whole or in part, all other provisions will nevertheless continue to be valid and enforceable with the invalid or unenforceable parts severed from the remainder of this Agreement.

64. <u>Counterparts</u>. This Agreement may be executed in counterparts which, taken together, shall constitute one original document.

65. <u>Authority to Execute Agreement</u>. Each individual signing this Agreement warrants and represents that he or she has been authorized to enter into this Agreement on behalf of the Party.

SIGNATURES ON NEXT PAGE – REMAINDER OF PAGE INTENTIONALLY BLANK

IN WITNESS WHEREOF the Parties hereto have executed this Agreement as of the date first set forth above.

Care Solace, Inc. ("Care Solace")

Printed Full Name: Stephanie Bergstrom Title: SVP of Finance and Accounting

Signature: _____

Date: _____

City of Paramount, California ("City")

Printed Full Name: _____

Title: ______

Signature: _____

Date: _____

Accounts Payable Information:

Dept Name: _____

Accounts Payable contact:

Name: ______

Email:

Phone: ______

NOVEMBER 14, 2023

PROFESSIONAL SERVICES AGREEMENT WITH HISTORIC RESOURCES GROUP TO PREPARE A CITYWIDE HISTORIC CONTEXT STATEMENT AND HISTORIC RESOURCES SURVEY

MOTION IN ORDER:

APPROVE THE AGREEMENT WITH HISTORIC RESOURCES GROUP TO PREPARE A CITYWIDE HISTORIC CONTEXT STATEMENT AND HISTORIC RESOURCES SURVEY WITH THE TOTAL AMOUNT NOT TO EXCEED \$90,000.00 AND AUTHORIZE THE MAYOR OR DESIGNEE TO EXECUTE THE AGREEMENT.

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: November 14, 2023

Subject: PROFESSIONAL SERVICES AGREEMENT WITH HISTORIC RESOURCES GROUP TO PREPARE A CITYWIDE HISTORIC CONTEXT STATEMENT AND HISTORIC RESOURCES SURVEY

BACKGROUND

This item is a request to approve a professional services agreement with Historic Resources Group (HRG) in an amount not to exceed \$90,000 to prepare a citywide historic context statement and historic resources survey.

The City of Paramount and the Paramount community have long maintained a strong interest in honoring the past – the people, buildings, events, and the natural environment. For example, in 1964 the City Council adopted Resolution No. 64:003 commemorating the "Old School Bell" at Lincoln Elementary School as a City landmark. In 1974, Ethel Hillyard wrote *Fiestas, Farms and Freeways*, which she updated in 1988 as *The Story of Paramount*, published as the definitive local history book. In 2003, the Hay Tree was designated California Historic Landmark No. 1038.

This interest has galvanized in recent years with the formation and official nonprofit establishment of the Paramount Historical Society. The Historical Society has embarked on a number of efforts to celebrate and preserve the past. In addition to informational and practical benefits to residents, business owners, property owners, and others, a professional historic context statement and historic resources survey of the approximately 10,693 parcels in the City of Paramount will supplement the Historical Society's work.

An historic context statement establishes themes that outline important development patterns, events, and historical people in the history of a given place. A survey helps identify potential historic resources.

DISCUSSION

The comprehensive citywide Historic Context Statement will include an illustrated narrative overview history of the development of Paramount starting with the earliest inhabitants of the region through the recent past; associated themes and property types reflecting extant built resources in the city; and eligibility standards that provide guidance for how to identify potentially significant properties in the city. This document will provide

the baseline information needed to understand the built environment in Paramount and can be used by the City moving forward for any potential history or preservation-related endeavors.

The survey will look at all potentially significant property types, including residential, commercial, institutional, and industrial properties; significant non-structural resources, sites, and landscape features; and geographically related properties that may be eligible as potential historic districts.

Historic Resources Firm

To ensure a superior work product that will lay the foundation for historic resources documentation and preservation into the future, the services of a preeminent firm with professional historians and researchers is critical. Following a thorough search and review of completed historic context statements and surveys for cities and other jurisdictions, staff recommends HRG. HRG, established in 1989, is a leading firm devoted solely to historic preservation planning, historic architecture consulting, and development services for historic resources in California. HRG has successfully completed numerous historic resources studies for municipalities throughout Southern California. HRG staff is composed of historians, architectural historians, architects, and urban planners who have extensive knowledge and understanding of the development patterns, architectural movements, and the unique character and history of the region.

FISCAL IMPACT

The total contract amount will not exceed \$90,000 and is included in the FY 2023-24 General Fund budget. The term of the Agreement with HRG is from January 2024 to December 2024. As the project will continue into FY 2024-2025, any unused portion of the \$90,000 will be reallocated to next fiscal year.

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

VISION, MISSION, VALUES, AND STRATEGIC OUTCOMES

The City's Vision, Mission, and Values set the standard for the organization; establish priorities, uniformity, and guidelines; and provide the framework for policy decisionmaking. The Strategic Outcomes were implemented to provide a pathway to achieving the City's Vision of a city that is safe, healthy, and attractive.

This item aligns with all Strategic Outcomes.

RECOMMENDED ACTION

It is recommended that the City Council approve the agreement with Historic Resources Group to prepare a prepare a citywide historic context statement and historic resources survey with the total amount not to exceed \$90,000.00 and authorize the Mayor or designee to execute the agreement.

Attachments:

Agreement

Exhibit A – Citywide Historic Context Statement and Historic Resources Survey

Exhibit B – Project Schedule

AGREEMENT FOR PROFESSIONAL SERVICES

THIS AGREEMENT ("Agreement") is made and entered into this 15 day of November 2023, between the City of Paramount, a municipal corporation in Los Angeles County, California, (hereinafter "CITY") and HISTORIC RESOURCES GROUP a licensed California firm, with its primary office located at 12 S. FAIR OAKS AVENUE, SUITE 200 PASADENA, CA 91105 (hereinafter "CONSULTANT") (collectively, "the Parties").

RECITALS

WHEREAS, CITY and CONSULTANT each desire to enter into an Agreement whereby CONSULTANT will perform consulting services for CITY in order to prepare a comprehensive Historic Context Statement and Historic Resources Survey; and

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

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

1. <u>DESCRIPTION OF SERVICES</u>

CONSULTANT shall perform all required services to City as more particularly described in CONSULTANT'S proposals attached hereto as Exhibit "A" and incorporated herein by reference as if fully set forth. In the event of any conflict between CONSULTANT'S proposals and this Agreement, the terms of this Agreement shall apply.

2. <u>COMPENSATION</u>

- (a) Except as otherwise provided herein, CITY agrees to pay CONSULTANT as full compensation for all services and duties performed. The total compensation to be paid under this Agreement shall not exceed **\$90,000.00**.
- (b) CONSULTANT will submit invoices monthly for actual services performed. Invoices shall be submitted on or about the first business day of each month, or as soon thereafter as practical, for services provided in the previous month. Payment shall be made within thirty (30) days of receipt of each invoice as to all nondisputed fees. If the CITY disputes any of CONSULTANT's fees, it shall give written notice to CONSULTANT within thirty (30) days of receipt of an invoice of any disputed fees set forth on the invoice.

3. <u>INDEPENDENT CONTRACTOR</u>

A. CITY and CONSULTANT agree and represent this Agreement is entered into with the understanding CONSULTANT is not an employee of CITY and is intended, for all purposes, to have the status of independent contractor under Labor Code Section 2776.

In the event the CITY determines a legal, judicial, or administrative determination has a material effect upon the status of CONSULTANT as an independent contractor, the CITY shall have the right, with or without notice, to automatically terminate the Agreement. In the CITY's sole discretion, the CITY may propose modification of the Agreement's terms to permit CONSULTANT's continued provision of services.

- B. CONSULTANT is and shall at all times remain as to the CITY a wholly independent contractor. CONSULTANT shall be free from control and direction of the CITY in connection with the performance of duties, and CONSULTANT retains exclusive discretion in how to perform duties, subject to other terms and conditions of this Agreement. The personnel performing the services under this Agreement on behalf of CONSULTANT shall at all times be under CONSULTANT's exclusive direction and control. Neither CITY nor any of its officers, employees, or agents shall have control over the conduct of CONSULTANT or any of CONSULTANT's officers, employees, or agents, except as set forth in this Agreement.
- C. CONSULTANT shall not at any time or in any manner represent that it or any of its officers, employees, or agents are in any manner officers, employees, or agents of the CITY. CONSULTANT shall not incur or have the power to incur any debt, obligation, or liability whatsoever against CITY, or bind CITY in any manner.
- D. No employee benefits shall be available to CONSULTANT in connection with the performance of this Agreement. Except for the fees paid to CONSULTANT as provided in the Agreement, CITY shall not pay salaries, wages, or other compensation to CONSULTANT for performing services hereunder for CITY. CITY shall not be liable for compensation or indemnification to CONSULTANT for injury or sickness arising out of performing services hereunder.

4. <u>TERM OF AGREEMENT</u>

The term of this Agreement shall be effective from **November 15, 2023**, and upon reaching the "not-to-exceed" compensation amount this Agreement shall terminate unless amended in accordance with Section 9 hereinbelow.

5. <u>OWNERSHIP OF DOCUMENTS</u>

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

6. <u>TERMINATION OF AGREEMENT WITHOUT CAUSE</u>

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- A. Except as otherwise provided in Section 4. hereinabove, either party may terminate this Agreement, or any portion hereof, by serving upon the other party at least thirty (30) days prior written notice. Upon receipt of said notice, the CONSULTANT shall immediately cease all work under this Agreement, unless the notice provides otherwise. If a portion of this Agreement is terminated, such termination shall not make void or invalidate the remainder of this Agreement.
- B. In the event this Agreement is terminated pursuant to this Section, the CITY shall pay to CONSULTANT the actual value of the work performed up to the time of termination. Upon termination of the Agreement, pursuant to this Section, the CONSULTANT will submit an invoice to the CITY pursuant to Section 2. of this Agreement.

7. ENFORCED DELAY; EXTENSION OF TIMES OF PERFORMANCE

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

8. <u>DEFAULT</u>

- A. Either party's failure to comply with the provisions of this Agreement shall constitute a default. In the event that either party is in default for cause under the terms of this Agreement, the affected party shall promptly notify the deficient party of such default and following such notice shall have no obligation or duty to continue compensating or providing any work after the date of default and can terminate this Agreement immediately by written notice to the other party. If such failure hereunder arises out of causes beyond either party's control, and without fault or negligence, it shall not be considered a default.
- B. If CITY determines the CONSULTANT is in default in the performance of any of the terms or conditions of this Agreement, the CITY shall cause to be served upon the CONSULTANT a written notice of the default. The CONSULTANT shall have ten (10) days after service of default notice to cure the default as directed by the CITY in the notice. In the event the CONSULTANT fails to cure its default within such period of time, the CITY shall have the right, notwithstanding any other provision of this Agreement, to terminate this Agreement without further notice and without prejudice to any other remedy to which it may be entitled at law, in equity or under this Agreement.
- 9. <u>AMENDMENT</u>

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

10. NONDISCRIMINATION

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

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

11. INDEMNIFICATION

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

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

12. <u>LEGAL RESPONSIBILITIES</u>

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

13. <u>INSURANCE</u>

(a) <u>Required Coverage.</u> Without limiting CONSULTANT's indemnification, it is agreed that CONSULTANT shall maintain in force at all times during the term of this Agreement the following types of insurance providing coverage on an "occurrence" basis. Said insurance, with the exception of Worker's Compensation and Errors & Omissions Liability, shall name the CITY as additional insureds and evidence of said insurance shall be delivered to CITY in certificate and endorsement forms acceptable to the CITY prior to execution of this Agreement.

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

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

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

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

(b) <u>General Provisions.</u>

(i) CONSULTANT shall obtain insurance acceptable to the CITY in a company or companies admitted in California and with a Best rating of no less than A VII or as acceptable to the CITY. The endorsements, naming the CITY as an additional insured, are to be signed by a person authorized by CONSULTANT's insurer to bind coverage on its behalf.

(ii) It shall be a requirement under this contract that any available insurance proceeds broader than or in excess of the specified minimum insurance coverage requirements and/or limits shall be available to the Additional Insured. Furthermore, the requirements for coverage and limits shall be (1) the broader coverage and maximum limits specified in this contract; or (2) the broader coverage and maximum limits of coverage of any insurance policy or proceeds available to the named insured; whichever is greater.

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

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

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

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

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

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

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

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

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

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

14. <u>NOTICES</u>

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

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

To CITY:	City of Paramount 16400 Colorado Blvd Paramount, CA 90723
To CONSULTANT:	Historic Resources Group 12 S. Fair Oaks Avenue, Suite 200 Pasadena, CA 91105

15. <u>ASSIGNMENT</u>

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

(b) CONSULTANT may use assistants, under CONSULTANT's direct supervision, to perform some of the services under this Agreement. CONSULTANT hereby agrees to be solely responsible for any assistant used under this Agreement and each assistant is bound by

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the terms of this Agreement. CONSULTANT shall have each assistant confirm in writing they are familiar with the terms of this Agreement and agrees to be bound by the terms and conditions set forth herein.

16. <u>PERMITS AND LICENSES</u>

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

17. <u>CITY BUSINESS LICENSE</u>

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

18. <u>GOVERNING LAW</u>

The CITY and CONSULTANT understand and agree that the laws of the State of California shall govern the rights, obligations, duties, and liabilities of the parties to this Agreement and also govern the interpretation of this Agreement. Any litigation concerning this Agreement shall take place in the municipal, superior, or federal district court with jurisdiction over the CITY.

19. <u>ENTIRE AGREEMENT</u>

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

20. <u>SEVERABILITY</u>

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

21. <u>AUTHORITY TO EXECUTE THIS AGREEMENT</u>

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

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

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

Historic Resources Group

CITY OF PARAMOUNT A Municipal Corporation

BY:

Andrea Humberger Business Operations Principal By: _

Mayor Isabel Aguayo

RECOMMENDED BY:

John Carver Planning Director

APPROVED AS TO FORM:

John E. Cavanaugh CITY ATTORNEY

EXHIBIT A

HISTORIC RESOURCES GROUP

PROPOSAL

CITYWIDE HISTORIC CONTEXT STATEMENT & HISTORIC RESOURCES SURVEY CITY OF PARAMOUNT OCTOBER 13, 2023



12 S. Fair Oaks Avenue, Suite 200 Pasadena, CA 91105

Tel 626-793-2400 historicresourcesgroup.com

HISTORIC RESOURCES GROUP

12 S. Fair Oaks Avenue, Suite 200 Pasadena, CA 91105

Tel 626-793-2400 historicresourcesgroup.com October 13, 2023

John King Assistant Planning Director City of Paramount 16400 Colorado Avenue Paramount, CA 90723 (562) 220-2049 jking@paramountcity.com

Dear Mr. King:

Historic Resources Group is pleased to submit this proposal to prepare a Historic Context Statement and Historic Resources Survey for the City of Paramount. We look forward to the opportunity to work with City staff and the community on this exciting project.

HRG staff is composed of historians, urban planners, architects, and historic preservation specialists who are experts in the history and development of the built environment in Southern California. HRG has led preservation planning efforts for municipalities throughout California, and conducting historic resources surveys and developing historic contexts constitutes a large part of our practice. All professional staff meet or exceed the relevant *Secretary of the Interior's Professional Qualifications for Historic Preservation Professionals* and all components of the project will be undertaken based on current best practices.

We have developed an approach to the project that we believe will meet the needs of the City. However, we are happy to work with City staff to refine any component of the project to ensure a successful outcome. Enclosed herein is a proposed budget for the project, description of the scope of work, and summary of related qualifications. Thank you for considering our proposal. Please feel free to contact Leah Solomon Rolf, Development Manager, at <u>leah@historicresourcesgroup.com</u> or 626-793-2400 x115, if you have any questions or need any additional information.

Sincerely,

nustine far parto Ch

Christine Lazzaretto Managing Principal

SCOPE OF WORK

Historic Resources Group understands the value of historic context statements and historic resources surveys to local communities, as a way to document the stories and places that make each city unique. The development of a historic context and identification of potential historic resources are also valuable planning tools and can provide background information to inform future land use decisions and potential historic preservation efforts in the community. All HRG staff members have worked with public agencies throughout California on the development of historic context statements and the identification and evaluation of potential historic resources. Our approach has been designed according to guidance and standards developed by the California Office of Historic Preservation (OHP) and the National Park Service (NPS), along with best practices for conducting historic resources studies based on the team's professional experience.

The following work plan addresses the development of a Citywide Historic Context Statement (HCS) and historic resources survey of the approximately 10,693 parcels in the City of Paramount. We recommend a period of study that encompasses the first inhabitants of the area that now comprises Paramount, through approximately 1979. The survey will look at all potentially significant property types, including residential, commercial, institutional, and industrial properties; significant non-structural resources, sites, and landscape features; and geographically related properties that may be eligible as potential historic districts. HRG will work with City staff throughout the process to make any necessary adjustments to the methodology, approach, or timeline based on the needs of the City or the community. At project kick-off, HRG will coordinate the schedule and anticipated milestones with City staff.

Historic Context Statement

The comprehensive citywide Historic Context Statement (HCS) will include an illustrated narrative overview history of the development of Paramount starting with the earliest inhabitants of the region through the recent past; associated themes and property types reflecting extant built resources in the city; and eligibility standards that provide guidance for how to identify potentially significant properties in the city. This document will provide the baseline information needed to understand the built environment in Paramount and can be used by the City moving forward for any potential history or preservation-related endeavors.

Research for the HCS will include primary and secondary sources, including contemporary news articles and periodicals, aerial and historic photographs, tract maps, City directories, archival materials in local repositories, and consultation with local experts. The HCS will provide an intersectional approach to understanding the layers of history in Paramount, weaving together events and development patterns, social and cultural movements, important people and diverse populations, and architectural influences. The overarching goal is to provide a clear and

comprehensive document that tells the story of Paramount and provides a solid foundation for the City.

Deliverables for the HCS would include:

- Historic Context Statement Outline: Following completion of preliminary research, HRG will develop an outline illustrating the framework and potential themes of HCS.
- Draft HCS: The fee proposal anticipates two drafts of the HCS. HRG will coordinate the schedule for the delivery and review of the drafts with City staff; it is recommended that following each draft there would be time in the schedule for internal review, and the potential for either sharing the draft or providing an overview presentation to the community.
- Final HCS: The final version of the HCS would be prepared at the conclusion of the project in order to include research and input received throughout the project, as well as information about the built environment obtained as part of the historic resources survey.

Historic Resources Survey

The project will include a historic resources survey to identify potentially historic properties throughout the city. The historic resources survey will be informed by the themes established in the HCS, which outline important development patterns, events, and historical personages in the city's history. Prior to embarking on any fieldwork, the team will compile existing information about the development of the city, any properties that have been identified in previous studies as historically significant, any property-specific information obtained as part of the development of the HCS, and any input on potentially significant places from City staff or the community. Following compilation of this background information, the team will conduct a preliminary windshield or reconnaissance survey of all parcels in the city. As part of this effort, the team will confirm previously identified properties, and flag additional properties that appear potentially significant for additional research. Once the reconnaissance study is complete, the team will conduct property-specific research to confirm construction dates, architects, and potential historic associations in order to identify a list of those properties in Paramount that are appear historically significant. Following the completion of this work, the team will share preliminary recommendations with City staff for review. At this stage, these recommendations could also be shared with the community for feedback, to create consensus for the preliminary findings prior to embarking on the intensive level survey.

Based on the results of the reconnaissance survey and any additional research and community input, the project team will conduct an intensive-level survey of the individual properties and historic districts that appear historically significant. To streamline data collection in the field, the team will use an open source, cloud-based data collection application called Fulcrum. Fulcrum is a

fully customizable, user-friendly application with the flexibility of desktop or mobile use with online and offline capabilities. Information gathered during the survey can be tailored to the City's needs; it is compatible with ESRI's GIS solutions; and all data can be exported to a Microsoft Excel spreadsheet or other format for uploading to the City's GIS system, if required.

Documentation for individually eligible properties will include baseline information about each property, digital photograph, relevant research information (architect, occupant, or other information as needed to complete the evaluation), and statement of significance under the appropriate theme in the HCS. Architectural descriptions will be in bullet-point format as generated from the database, in order to streamline the process and provide a clear and concise description of each property. Documentation of potential historic districts will include the boundary and boundary justification, significance statement and period of significance, general description of the character of the district, and list of contributors and non-contributors.

The information obtained as part of this project can be used by the City as needed for the planning of local history displays; to inform future land use decisions; and for the potential development of a local preservation program if the City and community should decide to pursue a local ordinance or other regulations for historic properties. The identification of a property as potentially significant as part of a historic resources survey does not result in the formal designation of that property; listing in the California or National Registers would require a separate nomination process that includes a public hearing. The City of Paramount currently does not have a mechanism for local designation. The City Council can determine at the conclusion of the project how the information may be used moving forward.

Deliverables for the historic resources survey would include:

- Map and list of preliminary survey recommendations for review and discussion.
- Forms generated from the database with the information outlined above for significant properties and potential historic districts.
- Survey Report that outlines the survey methodology, summarizes the survey findings, and provides recommendations for future study or preservation efforts.
- Data (including GIS layers and data exported from the database) as requested by City staff for integration with other City programs.

Meetings & Community Engagement

HRG looks forward to working with City staff and the community throughout the project to inform research efforts, build consensus, and create a project that meets the needs of the City as well as the local community. The team will meet with City staff at critical junctures throughout

the project and recommends two meetings with the community: 1) to provide an overview of the HCS; and 2) to provide an overview of the survey recommendations. We also recommend preparing online content in order to keep the community apprised of the progress of the project and solicit input and feedback on places and stories that are meaningful to residents of Paramount. The fee proposal includes a presentation to the City Council, if requested.

SURVEY EXPERIENCE

Historic Resources Group was established in 1989 and is one of the leading firms devoted solely to historic preservation planning, historic architecture consulting, and development services for historic resources in California. HRG has successfully completed numerous historic resources studies for municipalities throughout Southern California, and conducting historic resources studies constitutes a significant part of our practice. HRG staff is composed of historians, architectural historians, architects, and urban planners who have extensive knowledge and understanding of the development patterns, architectural movements, and the unique character and history of the region.

Christine Lazzaretto will be the principal-in-charge of the project. The development of the HCS and the field survey will be overseen by senior staff members who specialize in this work. Our team will provide services for the City of Paramount which are based on current best practices and lessons learned on previous projects and is rooted in our collective decades of experience identifying and evaluating historic properties in Southern California. Our collaborative approach allows for internal peer review throughout the process, and the opportunity to include different perspectives and professional viewpoints in the development of a sound and comprehensive HCS and survey.

SELECT PROJECT EXPERIENCE

- African Americans in California Multiple Property Designation (ongoing)
- City of Beverly Hills Multi-Family Residential Survey
- Fresno Fulton Corridor Historic Resource Survey
- City of Glendale, South Glendale Historic Context and Survey
- City of Long Beach Suburbanization and Race Historic Context
- City of Los Angeles: SurveyLA
- City of Palm Springs Historic Context & Citywide Survey
- City of Pasadena Resources of the Recent Past Historic Context
- City of Paso Robles Historic Context & Survey
- City of Pomona Citywide Historic Context Statement
- City of Riverside LGBTQ Historic Context Statement
- City of South Pasadena Historic Context Statement & Survey Update
- City of Temple City Context & Historic Resources Survey
- City of Ventura Citywide Historic Context Statement & Survey

COST PROPOSAL

A cost proposal is included below for the development of the HCS, historic resources survey, and meetings and community engagement. HRG is happy to work with City staff to refine the approach or scope of work as needed.

Cost Proposal

		PRINCIPAL	STAFF		STAFF		
	TASK DESCRIPTION	\$225	\$150	\$100	\$75	Hours	Fees
1.0	HISTORIC CONTEXT STATEMENT						
	Research. Review previous studies and evaluations, conduct primary and secondary source research to inform development of the context statement. Coordinate with City staff and Historical Society on potential research sources. Prepare Historic Context Outline providing framework and potential themes.		8		100	108	\$8,700 \$1,200
	Prepare 50% Draft of Historic Context Statement.	8	120		40	168	\$22,800
	Prepare 75% Draft of Historic Context Statement, including updates based on feedback	8	40			48	\$7,800
1.1	to the 50% Draft.						<i>Q</i> ,,000
1.5	Prepare Final Historic Context Statement (at conclusion of the project; includes information from the City and community obtained throughout the project, and updates as needed based on fieldwork).		20		20	40	\$4,500
Subt	otal						\$45,000
2.0	HISTORIC RESOURCES SURVEY						
2.1	Pre-field research and database preparation. Includes compiling existing studies and generating field maps.				40	40	\$3,000
2.2	Preliminary reconnaisance survey to identify potentially eligible properties and		24		24	48	\$5,400
2.3	neighborhoods throughout the city. Post-field research to confirm assumptions made in the field; identify architects and builders; and confirm any information needed to inform the evaluation of potential				80	80	\$6,000
2.4	eligibility. Prepare list and map of potentially eligible properties and districts for review with City staff.		16		24	40	\$4,200
2.5	Intensive-level survey to document all potentially eligible individual properties and potential historic districts. Incorporates all research findings and feedback from the		40		40	80	\$9,000
2.6	City. Generate documentation forms from the database for potentially eligible properties. To include digital photograph; baseline data (address, APN, date of construction); architectural style; bullet point description; documentation of alterations; and statement of significance documenting why the property appears potentially eligible.		16		16	32	\$3,600
2.7	Prepare Survey Report including methodology, summary of findings, and recommendations.		32			32	\$4,800
Subt	otal						\$36,000
3.0	MEETINGS & COMMUNITY OUTREACH						
3.1	Meetings with City staff throughout the process.	2	8			10	\$1,650
3.2	Meetings with the Historical Society and the community. Anticipates two community meetings: 1) to provide an overview of the draft Historic Context Statement; and 2) to provide an overview of the recommended survey findings.		16		16	32	\$3,600
3.3	Prepare online/social media content to inform the community about the project throughout the process.		16			16	\$2,400
3.4	Presentation to City Council, if required.		6		6	12	\$1,350
Subt	otal						\$9,000
тот	AL						\$90,000

MANAGING SENIOR STAFF

ASSOCIATE

This proposal is valid for six months from the date below.

EXHIBIT B

	2024											
TASKS	1	2	3	4	5	6	7	8	9	10	11	12
	Jan	Feb	Mar	Apr	May	June	July	Aug	Sept	Oct	Nov	Dec
Task 1: Historic Context Statement												
Research												
Context Outline												
City Review												
Prepare 50% Draft Historic Context Statement												
City Review												
Prepare 75% Draft Historic Context Statement												
City Review												
Prepare Final Historic Context Statement												
Task 2: Historic Resources Survey												
Pre-field research and database preparation												
Preliminary Reconnaissance Survey (Conducted prior to 75%												
Draft of Historic Context Statement in order to inform context												
development)												
Post-field (reconnaissance) research												
Prepare list and map of potentially eligible properties for City												
review												ļ!
City Review												
Intensive-level survey to document potentially eligible												
properties												!
Generate documentation forms for potentially eligible												
properties												
Prepare Survey Report												
Task 3: Meetings & Community Outreach												
Meetings with City staff (as needed throughout the process)	Kick-off											
Meetings with Historical Society & the community (anticipates												I
2 community meetings)												
Prepare online/social media content (launch & then regular												
updates throughout)												
Presentation to City Council (if required)												

*Schedule to be confirmed with City staff at project kick-off, including dates for each deliverable.

NOVEMBER 14, 2023

APPROVAL OF PROFESSIONAL SERVICES AGREEMENT WITH HAZEN AND SAWYER FOR ENGINEERING SERVICES RELATED TO WELL 16 START UP AND PROJECT CLOSEOUT

MOTION IN ORDER:

IT IS RECOMMENDED THAT THE CITY COUNCIL APPROVE AN AGREEMENT WITH HAZEN AND SAWYER IN THE AMOUNT OF \$87,920 FOR ENGINEERING SERVICES RELATED TO WELL 16 STARTUP AND PROJECT CLOSEOUT.

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



To: Honorable City Council

From: John Moreno, City Manager

By: Adriana Figueroa, Public Works Director

Date: November 14, 2023

Subject: APPROVAL OF PROFESSIONAL SERVICES AGREEMENT WITH HAZEN AND SAWYER FOR ENGINEERING SERVICES RELATED TO WELL 16 START UP AND PROJECT CLOSEOUT

BACKGROUND

Water Well 16 started construction in 2020 and has been under development since. Well 16 is a 3,400 gallons per minute high capacity well that includes the required treatment systems to support the City's potable water needs. This project faced many delays starting with the COVID-19 pandemic, equipment manufacturing delays, and State required additional treatment systems, which have all been completed.

The general contractor for this project is MMC, Inc. We noticed additional delays with the project earlier this year that were directly caused by this contractor's lack of experienced project management. Letters were sent to MMC, Inc., in May and July to address this issue and bring the project to completion. However, project management staffing from MMC, Inc., have continued to deteriorate and very little progress is being made to conduct start-up procedures and close out this project.

The California Green Book, which governs public contracts, allows the local agency to procure professional services and direct the general contractor to utilize those services in order to complete the project. Specifically, Section 6-2 titled "Prosecution of the Work" allows the public agency to take over the work required and deduct the cost from the monies due to the contractor.

DISCUSSION

Staff solicited proposals from qualified engineering firms to perform these highly specialized services. Two (2) engineering firms responded but only one proposal was received by the submittal deadline. The proposal received is from Hazen and Sawyer in the amount of \$87,920. Hazen and Sawyer is a highly experienced firm with experts in water quality and treatment, system hydraulics, hydrogeology, well design, and operations. They have technical experts and experience that extend into the construction and start-up phase of well and treatment plant projects.

Hazen and Sawyer was previously retained by the City to complete the application for an amended water supply permit for Well 16 and treatment plant with the State's Division of Drinking Water (DDW), and is familiar with the plant processes and requirements.

FISCAL IMPACT

As per Section 6-2 of the California Green Book, the total contract amount of \$87,920 will be paid using MMC, Inc's project retention deposit. Currently, that retention amount has a balance of \$368,251.11. Therefore, there is no additional fiscal impact to the budget.

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 an agreement with Hazen and Sawyer in the amount of \$87,920 for engineering services related to Well 16 startup and project closeout.

AGREEMENT FOR ENGINEERING SERVICES

THIS AGREEMENT ("Agreement") is made and entered into this 14th day of November 2023 between the City of Paramount, a municipal corporation in Los Angeles County, California, (hereinafter "CITY") and Hazen and Sawyer a licensed California firm, with its primary office located at 7700 Irvine Center Drive, Suite 200 Irvine, CA 92618 (hereinafter "CONSULTANT") (collectively, "the Parties").

RECITALS

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

WHEREAS, CITY staff does not have the expertise or capacity to perform this work in-house.

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

1. <u>DESCRIPTION OF SERVICES</u>

CONSULTANT shall perform professional engineering services related to Well 16 start up and project closeout as more particularly described in CONSULTANT'S proposals attached hereto as Exhibit "A" and incorporated herein by reference as if fully set forth. In the event of any conflict between CONSULTANT'S proposals and this Agreement, the terms of this Agreement shall apply.

2. <u>COMPENSATION</u>

- (a) Except as otherwise provided herein, CITY agrees to pay CONSULTANT as full compensation for all services and duties performed. The total compensation to be paid under this Agreement shall not exceed \$87,920.
- (b) CONSULTANT will submit invoices monthly for actual services performed. Invoices shall be submitted on or about the first business day of each month, or as soon thereafter as practical, for services provided in the previous month. Payment shall be made within thirty (30) days of receipt of each invoice as to all non-disputed fees. If the CITY disputes any of CONSULTANT's fees, it shall give written notice to CONSULTANT within thirty (30) days of receipt of an invoice of any disputed fees set forth on the invoice.

3. MATERIALS AND SUPPLIES

Without modifying or waiving those provisions under Section 4. hereinbelow, CITY agrees to provide office space, supplies, equipment, and support services required to maintain all records and correspondence connected with the engineering services. No personal use of CITY equipment, supplies or services is allowed, and CONSULTANT shall comply with all CITY policies regarding use of CITY resources.

4. INDEPENDENT CONTRACTOR

A. CITY and CONSULTANT agree and represent this Agreement is entered into with the understanding CONSULTANT is not an employee of CITY and is intended, for all purposes, to have the status of independent contractor under Labor Code Section 2776.

In the event the CITY determines a legal, judicial, or administrative determination has a material effect upon the status of CONSULTANT as an independent contractor, the CITY shall have the right, with or without notice, to automatically terminate the Agreement. In the CITY's sole discretion, the CITY may propose modification of the Agreement's terms to permit CONSULTANT's continued provision of services.

- B. CONSULTANT is and shall at all times remain as to the CITY a wholly independent contractor. CONSULTANT shall be free from control and direction of the CITY in connection with the performance of duties, and CONSULTANT retains exclusive discretion in how to perform duties, subject to other terms and conditions of this Agreement. The personnel performing the services under this Agreement on behalf of CONSULTANT shall at all times be under CONSULTANT's exclusive direction and control. Neither CITY nor any of its officers, employees, or agents shall have control over the conduct of CONSULTANT or any of CONSULTANT's officers, employees, or agents, except as set forth in this Agreement.
- C. CONSULTANT shall not at any time or in any manner represent that it or any of its officers, employees, or agents are in any manner officers, employees, or agents of the CITY. CONSULTANT shall not incur or have the power to incur any debt, obligation, or liability whatsoever against CITY, or bind CITY in any manner.
- D. No employee benefits shall be available to CONSULTANT in connection with the performance of this Agreement. Except for the fees paid to CONSULTANT as provided in the Agreement, CITY shall not pay salaries, wages, or other compensation to CONSULTANT for performing services hereunder for CITY. CITY shall not be liable for compensation or indemnification to CONSULTANT for injury or sickness arising out of performing services hereunder.

5. <u>TERM OF AGREEMENT</u>

The term of this Agreement shall be for 1 year effective from November 14, 2023, or upon reaching the "not-to-exceed" compensation amount, whichever occurs first. This Agreement may be terminated by giving written notice to the other party of that party's intention to so terminate. This Agreement shall be terminated thirty (30) days from and

after the date of delivery or mailing of a notice of cancellation by either party, unless the notice specifies otherwise.

6. <u>TERMINATION OF AGREEMENT WITHOUT CAUSE</u>

- A. Except as otherwise provided in Section 4. hereinabove, either party may terminate this Agreement, or any portion hereof, by serving upon the other party at least ten (10) days prior written notice. Upon receipt of said notice, the CONSULTANT shall immediately cease all work under this Agreement, unless the notice provides otherwise. If a portion of this Agreement is terminated, such termination shall not make void or invalidate the remainder of this Agreement.
- B. In the event this Agreement is terminated pursuant to this Section, the CITY shall pay to CONSULTANT the actual value of the work performed up to the time of termination. Upon termination of the Agreement, pursuant to this Section, the CONSULTANT will submit an invoice to the CITY pursuant to Section 2. of this Agreement.

7. <u>DEFAULT</u>

- A. Either party's failure to comply with the provisions of this Agreement shall constitute a default. In the event that either party is in default for cause under the terms of this Agreement, the affected party shall promptly notify the deficient party of such default and following such notice shall have no obligation or duty to continue compensating or providing any work after the date of default and can terminate this Agreement immediately by written notice to the other party. If such failure hereunder arises out of causes beyond either party's control, and without fault or negligence, it shall not be considered a default.
- B. If CITY determines the CONSULTANT is in default in the performance of any of the terms or conditions of this Agreement, the CITY shall cause to be served upon the CONSULTANT a written notice of the default. The CONSULTANT shall have ten (10) days after service of default notice to cure the default as directed by the CITY in the notice. In the event the CONSULTANT fails to cure its default within such period of time, the CITY shall have the right, notwithstanding any other provision of this Agreement, to terminate this Agreement without further notice and without prejudice to any other remedy to which it may be entitled at law, in equity or under this Agreement.

8. <u>AMENDMENT</u>

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

9. <u>NONDISCRIMINATION</u>

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

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

10. INDEMNIFICATION

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

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

11. LEGAL RESPONSIBILITIES

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

12. INSURANCE

(a) <u>Required Coverage.</u> Without limiting CONSULTANT's indemnification, it is agreed that CONSULTANT shall maintain in force at all times during the term of this Agreement the following types of insurance providing coverage on an "occurrence" basis. Said insurance, with the exception of Worker's Compensation and Errors & Omissions Liability, shall name the CITY as additional insureds and evidence of said insurance shall be delivered to CITY in certificate and endorsement forms acceptable to the CITY prior to execution of this Agreement.

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

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

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

(b) <u>General Provisions.</u>

(i) CONSULTANT shall obtain insurance acceptable to the CITY in a company or companies admitted in California and with a Best rating of no less than A VII or as acceptable to the CITY. The endorsements, naming the CITY as an additional insured, are to be signed by a person authorized by CONSULTANT's insurer to bind coverage on its behalf.

(ii) It shall be a requirement under this contract that any available insurance proceeds broader than or in excess of the specified minimum insurance coverage requirements and/or limits shall be available to the Additional Insured. Furthermore, the requirements for coverage and limits shall be (1) the broader coverage and maximum limits specified in this contract; or (2) the broader coverage and maximum limits of coverage of any insurance policy or proceeds available to the named insured; whichever is greater.

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

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

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

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

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

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

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

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

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

Policies containing any self-insured (SIR) provision shall provide or be endorsed to

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

13. <u>NOTICES</u>

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

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

To CITY:	City of Paramount 16400 Colorado Blvd Paramount, CA 90723
To CONSULTANT:	Hazen and Sawyer 7700 Irvine Center Drive, Suite 200 Irving, CA 92618

14. ASSIGNMENT

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

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

15. <u>PERMITS AND LICENSES</u>

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

16. <u>CITY BUSINESS LICENSE</u>

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

17. <u>GOVERNING LAW</u>

The CITY and CONSULTANT understand and agree that the laws of the State of California shall govern the rights, obligations, duties, and liabilities of the parties to this Agreement and also govern the interpretation of this Agreement. Any litigation concerning this Agreement shall take place in the municipal, superior, or federal district court with jurisdiction over the CITY.

18. ENTIRE AGREEMENT

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

19. <u>SEVERABILITY</u>

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

20. <u>AUTHORITY TO EXECUTE THIS AGREEMENT</u>

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

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

SIGNATURES ON FOLLOWING PAGE

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

> John E. Cavanaugh CITY ATTORNEY

APPROVED AS TO FORM:

EXHIBIT A

Fee Schedule

City of Paramount

Consulting Assistance for Startup and Closeout for the City's Well 16 Treatment Plant Project

	Hazen and Sawyer									
Hazen	Project Manager	Startup Manager	Principal / QA/QC	Mechanical	Process	Electrical	18C	Assistant Engineer		
	MH \$235	SM \$310	CM \$300	SC \$300	AR \$300	۷L 0062	AM \$265	MW \$160		
	94639	\$310	\$300	4300	3300	\$300	9265	\$100	тмн	Total
Task 1 - Initial Meeting										
a. Initial Team Meeting	4	4	4	4	4	4	4	4	32	\$8,680
TASK 1 TOTALS	4	- 4	4	4	4	4	- 4	4	32	\$8,680
Task 2 - Preliminary Work Plan										
a. Prelminary Work Plan	2	4	1	2	2	2	2	8	23	\$5,620
TASK 2 TOTALS	2	4	1	2	2	2	2	8	23	\$ 5,620
Task 3 - Condition Assessment										
a. Review Documentation, Punchlist Logs, Vendor Data		4		4	4	4	4	16	36	\$8,460
b. Field Assessment		8		8	8	8	8	8	48	\$13,080
c. Memorandum of Findings	2	2	1	2	2	2	2	8	21	\$5,000
TASK 3 TOTALS	2	14	1	14	14	14	14	32	105	26,540
Task 4 - Cost Projection										
a. CostProjection		2	1	2	2	2	2		11	\$3,250
TASK 4 TOTALS	0	2	1	2	2	2	2	0	11	\$3,250
Task 5 - Startup and Closeout Report										
a. Startup and Closeout Report	2	4	2	2	2	2	2	8	24	\$5,920
TASK 5 TOTALS	2	4	2	2	2	2	2	8	24	\$5,920
Task 6 - Project Management										
a. Scheduling, Coordination, and Planning Activities	2	8						8	18	\$4,230
b. Facility Startup		24		16	16	16	16	24	112	\$29,920
c. Closeout Activities	_	8				_		8	16	\$3,760
TASK 6 TOTALS	2	40	0	16	16	16	16	40	146	\$37,910
							-	1		-
GRAND TOTALS	12	68	9	40	40	40	40	92	341	\$87,920

NOVEMBER 14, 2023

AWARD OF CONTRACT DELINQUENT REVENUE COLLECTIONS

MOTION IN ORDER:

AWARD THE CONTRACT FOR DELINQUENT REVENUE COLLECTION SERVICES TO COLLECTION BUREAU OF AMERICA.

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



To: Honorable City Council

From: John Moreno, City Manager

By: Kim Sao, Finance Director Anthony Martinez, Financial Services Manager

Date: November 14, 2023

Subject: AWARD OF CONTRACT TO COLLECTION BUREAU OF AMERICA (CBA) FOR DELINQUENT REVENUE COLLECTIONS

BACKGROUND

The City's Finance Department attempts to recover delinquent revenue for services, fees, or property damage owed to the City through standard invoicing, ultimately acting as an in-house first party collection entity. After staff has exhausted all collection efforts and the City is unable to recover debt owed, the remaining debt is essentially considered lost revenue. Procuring a professional collection agency to provide professional collection services equips the City with a sound strategy to increase the recovery of delinquent revenue.

DISCUSSION

Section 3.12.80 of the Paramount Municipal Code (PMC) authorizes the City to enter into a contract for professional services without competitive formal bidding requirements. Contracts awarded under PMC 3.12.080 are awarded based on demonstrated competence and professional qualifications, including the fairness and reasonableness of the cost of the services. The City Manager may award a professional services contract if the cost does not exceed \$40,000; however, if the cost of the services exceeds \$40,000 then City Council approval is required. Given the various delinquent revenue accounts, staff is uncertain if the annual collection fees will exceed \$40,000. Therefore, staff finds it prudent as good governance to present this action to the City Council for consideration of approval.

Although PMC 3.12.080 grants exemption from the competitive bidding process, Finance staff conducted an informal bidding process of three collection agencies that offer its own unique approach and distinct competitive strategy to perform services. Those three collection agencies are:

- 1. Coast Professionals
- 2. Collection Bureau of America
- 3. Syncom

After meticulous review of all three agencies, it is determined that Collection Bureau of America (CBA) has the necessary knowledge and experience needed to serve the City's collection needs. Collection Bureau of America is a privately held corporation based in Hayward, California with over 50 years of experience. As an expert in the collection industry, CBA services 60 client cities in California, including seven cities in Los Angeles County. The agency specializes in local government and public utilities debt recovery with a 30% success recovery rate. CBA demonstrates its ability to meet the City's requirements for debt collections through the following actions:

- Comply with all Federal, State, and local laws with particular attention to the Consumer Credit Protection Act, Federal Fair Debt Collection Practices Act, and all other applicable laws.
- Manage delinquent accounts with ethics, courtesy, and professionalism.
- Adhere to confidentiality practices, HIPAA laws, and discretion.
- Apply flexible recovery strategies and approaches to collections.
- Use advanced technology recovery and skip tracing services.
- Provide an online client web portal and trust account for debt payments, invoices, progress reports, and account management.

If approved by the City Council, Collection Bureau of America would assume responsibility for collecting delinquent revenue on behalf of the City as the third party collector for the following delinquent revenue accounts:

- Damage to City property (Landscapes, traffic signs, autos, fire hydrants, etc.)
- Bulky waste material disposal fees
- Emergency services fees (DUI-related traffic collisions requiring emergency response)
- Closed/inactive water accounts (does not include delinquent accounts that are active)
- Various accounts receivable (fees, charges, permits, etc.)

Furthermore, the National Consumer Assistance Plan mandates that "involuntary debt," such as the ones listed above except for closed water accounts, do not arise from a contract or agreement to pay, and therefore, cannot be reported to the three credit bureaus: Equifax, Experian, and TransUnion. Closed water accounts arise from an agreement to pay in accordance with PMC Chapter 13.04 of the Water Works System. This means that the actions of this collection effort will not impact one's consumer credit report, which is an important measure of financial reliability that is used in a variety of situations, such as obtaining a credit card, applying for a home loan, or even applying for a job.

Attached is the Agreement with Exhibit A – CBA Scope of Services and Cost Proposal.

FISCAL IMPACT

The cost for this service is contingent upon the successful collection of the delinquent revenue. CBA will retain a 25% collection fee of the principal amount collected. That means for every 1 dollar collected, CBA will keep 25 cents and the City will get the remaining 75 cents. Funding for this action was not included in the Fiscal Year 2023-24 Adopted Budget as the City will receive only the revenue after the cost is deducted.

VISION, MISSION, VALUES, AND STRATEGIC OUTCOMES

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

RECOMMENDED ACTION

It is recommended that the City Council award the contract for delinquent revenue collection services to Collection Bureau of America.

Attachment – Agreement with Exhibit A – CBA Scope of Services and Cost Proposal

PROFESSIONAL SERVICES AGREEMENT FOR COLLECTION SERVICES

THIS AGREEMENT ("Agreement") is made and entered into this _____ day of November, 2023 between the City of Paramount, a municipal corporation in Los Angeles County, California, (hereinafter "CITY") and Collection Bureau of America Ltd. (hereinafter "SERVICE PROVIDER") (collectively, "the Parties").

RECITALS

WHEREAS, CITY has sought, by a Request for Proposals, to select a service provider to provide account collection services.

WHEREAS, SERVICE PROVIDER submitted a proposal for performing the requested Services and is engaged in the business of furnishing such services as a service provider and hereby warrants and represents that it is qualified, licensed, and professionally capable of performing the Services called for in the Request for Proposals and this Agreement.; and

WHEREAS, CITY desires to retain SERVICE PROVIDER, and SERVICE PROVIDER desires to provide CITY with the Services, on the terms and conditions as set forth in this Agreement.

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

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

1. <u>DESCRIPTION OF SERVICES</u>

SERVICE PROVIDER shall perform, to the satisfaction of CITY in accordance with this Agreement, the Services described in the "Scope of Services" attached hereto as Exhibit "A" and incorporated by herein by this reference. In the event of any conflict between Exhibit "A" and this Agreement, the terms of this Agreement shall apply. SERVICE PROVIDER shall at all times faithfully, competently and to the best of its ability, experience, and talent, perform all services described herein.

2. <u>COMMENCEMENT OF SERVICES; TERM OF AGREEMENT</u>

SERVICE PROVIDER shall begin work after receipt of the Notice to Proceed. SERVICE PROVIDER shall there upon work diligently, through ______, 2024 and continuously provide all the required services and activities described herein. The term of the Agreement shall be for a one-year term. CITY and SERVICE PROVIDER may, upon mutual agreement of both parties, extend this Agreement for up to three (3) additional one-year terms.

(a) Continuity of Personnel. SERVICE PROVIDER shall make every reasonable effort to maintain the stability and continuity of SERVICE PROVIDER'S staff and subcontractors assigned to perform the Services under this Agreement. SERVICE PROVIDER shall notify CITY of any changes in SERVICE PROVIDER'S staff and subcontractors assigned to perform the Services under this Agreement.

(b) Additional Services. SERVICE PROVIDER shall not be compensated for any services rendered in connection with its performance of this Agreement which are in addition to or outside of those set forth in this Agreement or listed in Exhibit "A" unless such additional services are authorized in advance and in writing by the CITY Manager of CITY. SERVICE PROVIDER shall be compensated for any such additional services in the amounts and in the manner agreed to by the CITY and SERVICE PROVIDER.

3. <u>COMPENSATION</u>

(a) Subject to any limitations set forth in this Agreement, CITY agrees to pay SERVICE PROVIDER as full compensation for all services and duties performed by the amounts specified in the Schedule of Compensation attached in Exhibit "A" herein.

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

(c) Payment to SERVICE PROVIDER for work performed under this Agreement shall not be deemed to waive any defects in work performed by SERVICE PROVIDER.

4. REFERRAL OF ACCOUNTS FOR COLLECTION

From time to time and in its sole discretion, CITY shall refer legally due and owing unpaid credit accounts ("Referred Accounts") to SERVICE PROVIDER for collection of the outstanding balance due and SERVICE PROVIDER agrees to provide the collection services described in this Agreement on such Referred Accounts (the "Services"). Unless otherwise agreed to by the Parties in writing, those Referred Accounts placed by CITY with SERVICE PROVIDER and the Services performed by SERVICE PROVIDER shall be governed by the terms and conditions of this Agreement.

5. RIGHTS AND DUTIES OF CITY

(a) Accounts Referred. CITY has the discretion to determine the number and types of accounts referred to SERVICE PROVIDER pursuant to this Agreement. Nothing in this Agreement shall be deemed or construed to mean that SERVICE PROVIDER has a right to receive a given volume level of accounts referred to SERVICE PROVIDER over any period of time.

- (b) Non-Exclusive Nature of Agreement. SERVICE PROVIDER understands and agrees that the relationship between CITY and SERVICE PROVIDER is not an exclusive relationship, and that CITY shall have the right to retain other collection agencies to provide the same services for CITY as are described herein. CITY is not obligated to and makes no commitment of any kind to SERVICE PROVIDER as to any minimum number or dollar amount of accounts to be referred to SERVICE PROVIDER under this Agreement. However, once an account is referred to SERVICE PROVIDER, CITY will cease all further attempts on such Referred Account and CITY warrants that it shall not refer and no other collection agencies shall attempt to collect any Referred Account while the Referred Account has been placed with SERVICE PROVIDER.
- (c) Account Information. Upon referral of an account to SERVICE PROVIDER for collection, CITY will provide SERVICE PROVIDER with the following information relative to each Referred Account: the applicable creditor name and the required obligor information, including the obligor's name, address, phone number(s) and place of employment; the Referred Account number and balance owing; pertinent account history, account memos and documentation ("Account Information"). Thereafter, CITY shall provide, in a timely manner, all reasonably necessary assistance, information, and documents that SERVICE PROVIDER may need to respond to obligor validation requests or discovery inquiries relating to a Referred Account. CITY further agrees to provide SERVICE PROVIDER with information concerning all direct payments, adjustments, and disputes on a Referred Account within a timely manner, not to exceed thirty (30) days.
- (d) Bankrupt Referred Account. CITY shall promptly notify SERVICE PROVIDER if it receives notification, whether oral or written, of a bankruptcy of an obligor on a Referred Account.
- Recall of Accounts. CITY may recall, by written or verbal notice, any (e) Account previously referred to SERVICE PROVIDER at CITY's sole discretion and at any time and for any reason (a "Withdrawn Account"). When an account is recalled, SERVICE PROVIDER shall promptly, and within no more than three (3) business days of issuance of the recall notice, deliver all Account Information and media pertaining to the Withdrawn Account that CITY may have provided to SERVICE PROVIDER. If litigation has been initiated on a Withdrawn Account but not brought to judgment, SERVICE PROVIDER will cooperate in obtaining documentation needed to substitute legal counsel. If recall occurs after a judgment has been obtained on a Withdrawn Account, SERVICE PROVIDER will provide CITY with all relevant information pertaining to the judgment and will require its attorney on the Referred Account to execute a substitution of attorney if requested by CITY. CITY agrees to pay any reasonable outstanding legal fees and costs related to a Withdrawn Account at the time a Withdrawn

Account is recalled. Notwithstanding CITY's recall of any Referred Account, SERVICE PROVIDER shall retain the right to receive its compensation on any payment, settlement, insurance account or judgment earned on a Withdrawn Account, in accordance with the terms in this Agreement, unless other arrangements are made with CITY. This section is not a provision for cancelling this Agreement. CITY agrees to pay any out-of-pocket costs, which are commercially reasonable and incurred by the SERVICE PROVIDER for legal or ancillary services performed on the account.

In addition, if SERVICE PROVIDER cancels a Referred Account and returns it to CITY, CITY shall not resubmit such account to SERVICE PROVIDER without prior written notice.

6. <u>RIGHTS AND DUTIES OF SERVICE PROVIDER</u>

- (a) Legal Compliance. SERVICE PROVIDER shall comply with and abide by all federal, state and local laws and regulations regarding collection agencies and/or governing the collection of debt and consumer credit reporting in the performance of the Services, including, but not limited, to (i) the Fair Debt Collection Practices Act ("FDCPA") (16 USC 1601 et seq.); (ii) the Fair Credit Reporting Act ("FCRA") (15 USC 1681 et seq.); (iii) the FACT Act; (iv) the Equal Credit Opportunity Act (16 USC 1691 et seq.); (v) the Telephone Consumer Protection Act, 47 U.S.C. § 227 et seq. administered by the Federal Communication Commission; (vi) the Telephone Sales Rule, 16 C.F.R. § 310.1 et seq.; (vii) the Gramm-Leach-Bliley Act, as amended; (viii) Electronic Funds Transfer Act, 12 USC § 226 et. seq.; (ix) any rules promulgated by the Consumer Financial Protection Bureau ("CFPB") or any other federal entity and required by CITY; and (x) any comparable state or local versions of the foregoing (collectively, the "Collection Laws").
- (b) Performance Standards. Services shall be performed by SERVICE PROVIDER in accordance with the terms and conditions of this Agreement.
- (c) SERVICE PROVIDER's Policies and Procedures. Upon execution of this Agreement and thereafter, upon request of CITY, SERVICE PROVIDER shall provide to CITY, complete and current copies of SERVICE PROVIDER's policies and procedures governing or applicable to the Services to be performed hereunder.
- (d) SERVICE PROVIDER Personnel. Services shall be performed only by SERVICE PROVIDER personnel who have been adequately trained and certified by SERVICE PROVIDER to provide Services in conformance with the terms of this Agreement, including but not limited to training on all Collection Laws, CITY's Performance Standards, and the SERVICE PROVIDER's Policies and Procedures for the Services.

- (e) Monitoring and Self Correction. Because Collection Laws contain subjective legal standards that prohibit conduct that rises to the level of deceit or harassment, SERVICE PROVIDER agrees to monitor its employees and vendors to ensure that their conduct is at all times lawful, honest, courteous and business-like. Whenever SERVICE PROVIDER self-identifies any issues relating to or determines that it is not in compliance with Collection Laws, CITY's Service Level Agreement and Performance Standards, or the SERVICE PROVIDER's Policies and Procedures, it will advise CITY and shall immediately correct the conduct or condition that is causing the SERVICE PROVIDER not to be in compliance with Collection Laws, CITY's Performance Standards, or SERVICE PROVIDER's Policies and Procedures, whether such noncompliance is attributable to a process, procedure or the conduct of an individual Agent or employee of the SERVICE PROVIDER.
- (f) Communications with Obligors. SERVICE PROVIDER shall send an initial disclosure letter that conforms to all applicable state and federal laws including the debt validation requirements of the FDCPA and contains any required state or local disclosures. SERVICE PROVIDER shall fully and timely comply with all Collection Law requirements governing oral or written communications with obligors.
- (g) No Delegation. SERVICE PROVIDER shall not assign or delegate any portion of the performance of the Services under this Agreement to any third party over which SERVICE PROVIDER does not have direct control and supervision without the express written consent of CITY. Notwithstanding the foregoing, SERVICE PROVIDER may use its own employees or contractors retained by SERVICE PROVIDER to perform the collection services on Referred Accounts.
- (h) Trust Account. SERVICE PROVIDER shall maintain a trust account at an FDIC-insured financial institution in trust for CITY into which it shall deposit within two (2) business days of receipt, all payments it receives on Referred Accounts (the "Trust Account"). SERVICE PROVIDER shall provide CITY with the bank location of the Trust Account, and upon demand, provide CITY with account records, statements and deposit receipts. However, for security reasons SERVICE PROVIDER shall not be required to disclose the Trust Account number to CITY. SERVICE PROVIDER shall immediately notify CITY of any changes in the location of the Trust Account. SERVICE PROVIDER shall not co-mingle funds of its other customers in the Trust Account. CITY hereby authorizes SERVICE PROVIDER to act as CITY's attorney-in-fact for the sole purpose of accepting funds in payment of debts due CITY which have been referred to SERVICE PROVIDER for collection, including endorsements of checks, money orders, and drafts payable to CITY, or jointly to CITY and SERVICE PROVIDER, for deposit into SERVICE PROVIDER's Trust Account.
- (i) Settlements. CITY authorizes SERVICE PROVIDER to settle any Referred Accounts, within its reasonable discretion and in good faith to maximize

recovery of the balance owing on the Referred Account, without written authorization by CITY. SERVICE PROVIDER agrees to accept payments from obligors via check, debit, credit, recurring ACH, money order, or cash. SERVICE PROVIDER further agrees to permit obligors to make payment directly to CITY on Referred Accounts at any time, provided such any such Referred Account is not in litigation.

- (j) Legal Action. SERVICE PROVIDER will not initiate any form of legal action on a Referred Account unless CITY has approved in writing the third party engaged, and its respective process to be used, in each market. CITY will be responsible for all legal fees and court costs in connection with Referred Accounts upon which legal action has been authorized by CITY. This provision shall not require CITY to pay legal fees SERVICE PROVIDER may incur in connection with the defense of any claims asserted against SERVICE PROVIDER by an obligor or an alleged obligor.
- (k) Quarterly status meetings. SERVICE PROVIDER agrees that it shall meet quarterly with CITY to formulate a strategy on accounts, staffing and adequacy of resources to ensure proper servicing of the CITY's business. This shall include completing a quarterly plan as mutually agreed upon by the parties.
- (I) Bankrupt Referred Account. Upon receipt of information that the obligor on a Referred Account has filed for bankruptcy or receivership, SERVICE PROVIDER shall immediately cease all efforts to collect on the Referred Account. SERVICE PROVIDER shall promptly transmit to CITY all relevant information regarding the obligor's bankruptcy. If SERVICE PROVIDER receives written notice of the obligor's bankruptcy, SERVICE PROVIDER shall promptly transmit such notice to CITY. If notice of a bankruptcy filing is provided verbally by the obligor or a third party, SERVICE PROVIDER shall attempt to obtain information regarding the jurisdiction in which the case has been filed and the case number assigned to the obligor. If bankruptcy information cannot be provided, SERVICE PROVIDER shall request the name and telephone number of the obligor's attorney and shall request from the attorney a copy of the filed Voluntary Petition or the §341 Notice.
- (m) Credit Bureau Reporting. SERVICE PROVIDER agrees that any credit bureau reporting will be done in full compliance with the FCRA and all applicable statutes and regulations and SERVICE PROVIDER's policies and procedures related to same. All credit reporting shall be in compliance with the Furnisher Rule 12 CFR § 1022.40 et seq.
- (n) Customer Disputes. SERVICE PROVIDER agrees to maintain records of any disputes, threats of lawsuits or actual lawsuits involving any Referred Accounts. SERVICE PROVIDER agrees to provide access to CITY to copies of any written complaint received from the obligor concerning the SERVICE PROVIDER's handling of a Referred Account as well as the response made or

action taken by SERVICE PROVIDER. CITY reserves the right to recall any Referred Account as a result of a customer complaint.

7. INDEPENDENT CONTRACTOR

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

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

(c) SERVICE PROVIDER 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. SERVICE PROVIDER shall not incur or have the power to incur any debt, obligation, or liability whatsoever against CITY, or bind CITY in any manner.

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

8. QUALIFICATIONS AND PROFESSIONAL STANDARDS.

SERVICE PROVIDER represents and warrants that it has the qualifications, experience, and facilities necessary to properly perform the services required under this Agreement in a thorough, competent, and professional manner. In meeting its obligations under this Agreement, SERVICE PROVIDER shall employ, at a minimum, generally accepted standards and practices utilized by persons engaged in providing services similar to those required of SERVICE PROVIDER under this Agreement. SERVICE PROVIDER

represents that to the extent SERVICE PROVIDER utilizes subcontractors, such subcontractors are, and will be, qualified in their fields. SERVICE PROVIDER also expressly represents that both SERVICE PROVIDER and its subcontractors, if any, are now, and will be throughout their performance of the Services under this Agreement, properly licensed or otherwise qualified and authorized to perform the Services required and contemplated by this Agreement. SERVICE PROVIDER and its subcontractors, if any, shall utilize the standard of care and skill customarily exercised by members of their profession, shall use reasonable diligence and best judgment while performing the Services, and shall comply with and keep themselves informed of all applicable laws and regulations.

9. <u>RECORD KEEPING; REPORTS</u>

SERVICE PROVIDER shall keep complete records showing the type of Services performed. SERVICE PROVIDER shall be responsible and shall require its subcontractors to keep similar records. CITY shall be given reasonable access to the records of SERVICE PROVIDER and its subcontractors for inspection and audit purposes.

10. <u>AMENDMENT</u>

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

11. NONDISCRIMINATION

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

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

12. INDEMNIFICATION

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

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

13. CONFIDENTIAL INFORMATION; RELEASE OF INFORMATION.

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

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

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

(d) SERVICE PROVIDER shall promptly notify CITY should SERVICE PROVIDER, its officers, employees, agents or subcontractors be served with any summons, complaint, subpoena, notice of deposition, request for documents, interrogatories, request for admissions or other discovery request, court order or subpoena from any party regarding this AGREEMENT and the work performed thereunder. CITY retains the right, but has no obligation, to represent SERVICE PROVIDER or be present at any deposition, hearing, or similar proceeding. SERVICE PROVIDER agrees to cooperate fully with CITY and to provide CITY with the opportunity to review any response to discovery requests provided by SERVICE PROVIDER. However, this right to review any such response does not imply or mean the right by CITY to control, direct, or rewrite said response.

14. <u>CITY NAME AND LOGO</u>

SERVICE PROVIDER shall not use CITY's name or insignia, photographs relating to the CITY projects for which SERVICE PROVIDER'S services are rendered, or any publication by CITY pertaining to the SERVICE PROVIDER'S services under this Agreement in any magazine, trade paper, newspaper, television or radio production or other similar medium without the prior written consent of CITY.

15. <u>LEGAL RESPONSIBILITIES</u>

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

16. INSURANCE

(a) **Required Coverage**. Without limiting SERVICE PROVIDER's indemnification, it is agreed that SERVICE PROVIDER shall maintain in force at all times during the term of this Agreement the following types of insurance providing coverage on an "occurrence" basis. Said insurance, with the exception of Worker's Compensation and Errors & Omissions Liability, shall name the CITY as additional insureds and evidence of said insurance shall be delivered to CITY in certificate and endorsement forms acceptable to the CITY prior to execution of this Agreement.

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

Worker's Compensation insurance to cover its employees as required by the Labor Code of the State of California. SERVICE PROVIDER's worker's compensation insurance shall include the following language: "All rights of subrogation are hereby

waived against the CITY, its officers and employees when acting within the scope of their appointment or employment." In the event any class of employees engaged in hazardous work under this Agreement is not protected under Workers' Compensation Statutes, the SERVICE PROVIDER shall provide adequate and suitable insurance for the protection of its employees not otherwise protected.

Collection Service Provider Professional Liability Insurance (Collection Service Provider Errors and Omissions Liability Insurance) also known as Debt Collection Service Provider Insurance, or equivalent, is a coverage that protects debt collection in the event their business gets involved in a lawsuit. Coverage: \$1,000,000 per Claim.

(b) General Provisions.

SERVICE PROVIDER shall obtain insurance acceptable to the CITY in a company or companies admitted in California and with a Best rating of no less than A VII or as acceptable to the CITY. The endorsements, naming the CITY as an additional insured, are to be signed by a person authorized by SERVICE PROVIDER's insurer to bind coverage on its behalf.

It shall be a requirement under this contract that any available insurance proceeds broader than or in excess of the specified minimum insurance coverage requirements and/or limits shall be available to the Additional Insured. Furthermore, the requirements for coverage and limits shall be (1) the broader coverage and maximum limits specified in this contract; or (2) the broader coverage and maximum limits of coverage of any insurance policy or proceeds available to the named insured; whichever is greater.

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

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

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

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

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

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

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

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

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

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

17. NON-LIABILITY OF OFFICERS AND EMPLOYEES

No officer or employee of CITY shall be personally liable to Service Provider, or any successors in interest, in the event of a default or breach by CITY or any amount which may become due Service Provider or its successor, or for any breach of any obligation under the terms of this Agreement.

18. <u>TERMINATION OF AGREEMENT</u>

- (a) This Agreement may be terminated at any time, with or without cause, by either party upon thirty (30) days prior written notice.
- (b) In the event of termination or cancellation of this Agreement by SERVICE PROVIDER or CITY, due to no fault or failure of performance by SERVICE PROVIDER, SERVICE PROVIDER shall be paid compensation for all services performed by SERVICE PROVIDER, in an amount to be determined as follows; for work done in accordance with all of the terms and provisions of this Agreement, SERVICE PROVIDER shall be paid an amount equal to the hours of service performed prior to the effective date of termination or cancelation in accordance with the work items provided.

19. <u>OWNERSHIP OF DOCUMENTS</u>

All documents prepared, developed or discovered by SERVICE PROVIDER in the course of providing any services pursuant to this AGREEMENT shall become the sole property of CITY ("Work Product"). Upon CITY's request, Service Provider shall make available for inspection and copying all such Work Product and all Work Product shall be turned over to CITY promptly at CITY's request or upon termination of this Agreement, whichever occurs first. Service Provider shall not release any Work Product to third parties without prior written approval of the CITY Manager. This obligation shall survive termination of this Agreement and shall survive for four (4) years from the date of expiration or termination of this Agreement.

20. ASSIGNMENT

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

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

21. <u>PERMITS AND LICENSES</u>

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

22. <u>CITY BUSINESS LICENSE</u>

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

23. LAW TO GOVERN; VENUE

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

24. ATTORNEYS FEES, COSTS AND EXPENSES

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

25. <u>ENTIRE AGREEMENT</u>

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

26. <u>SEVERABILITY</u>

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

27. <u>NOTICES</u>

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

- (i) personal service,
- (ii) delivery by a reputable document delivery service (e.g., Federal Express), which provides a receipt showing date and time of delivery, or

(iii) United States mail, certified mail, postage prepaid, return receipt requested, addressed to the party as set forth below or at any other address as that party may later designate by notice:

Hayward, CA 94545

To CITY:	CITY of Paramount 16400 Colorado Blvd Paramount, CA 90723
To SERVICE PROVIDER:	Collection Bureau of America, Ltd 25954 Eden Landing Road

28. AUTHORITY TO EXECUTE THIS AGREEMENT

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

29. THIRD PARTY BENEFICIARIES

Nothing in this Agreement shall be construed to confer any rights upon any party not a signatory to this Agreement.

30. EXECUTION IN COUNTERPARTS

This Agreement may be executed in counterparts such that the signatures may appear on separate signature pages. A copy or an original, with all signatures appended together, shall be deemed a fully executed Agreement.

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

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

SIGNATURE PAGE TO FOLLOW

COLLECTION BUREAU OF AMERICA LTD.

CITY OF PARAMOUNT A Municipal Corporation

BY:

Shawn DeLuna Title: CEO By: _____

Mayor

RECOMMENDED BY:

Kim Sao FINANCE DIRECTOR

APPROVED AS TO FORM:

John E. Cavanaugh City Attorney

EXHIBIT "A" SCOPE OF SERVICES AND SCHEDULE OF COSTS



Collection Bureau of America

ALIFORNIA RE

Scope of Services and Pricing Proposal for Collection Services

City of Paramount

October 20, 2023

DLLECTION BUREAU OF AMERICA

C SE

RE: Request for Proposal for Collection Services

Collection Bureau of America Ltd. (CBA) is a privately held (S-Corp CA) company certified as a Minority-owned Business Enterprise (MBE) through the California Public Utilities Commission (CPUC) intends to perform all business operations and services from our sole location at: 25954 Eden Landing Road, Hayward CA 94545. CBA understands all services to be performed as outlined in this RFP. Our web address is <u>www.collectionbureauofamerica.com</u> and main contact number is 888-306-2045.

Principal Contact for this RFP is Jeff Lowenstein, EVP Sales & Marketing, jeff.lowenstein@collectionbureauofamerica.com, Office: 510-781-5138 / Fax: 510-781-5101 / Cell: 415-307-9710. Shawn DeLuna, CEO is the management contact and authorized to sign agreements for CBA and Marian Malmstrom, SVP Operations, will be the person responsible for day-to-day interface.

CBA is an industry leader because of the following distinct, competitive advantages that makes CBA the best qualified collection agency to perform the services requested:

- A Our commitment to excellence in customer care and success.
- Our nationwide coverage complimented by a vested commitment to our local economy and workforce which is displayed in our twenty-four thousand square foot custom-designed collection-specific headquarters facility in Hayward, CA.
- Our hands-on ownership and management team that has over 100 years of combined experience recovering an array of debt portfolios – Municipal, Utility, Medical/Ambulance, Commercial, Cable and Bottled Water.
- Our flexible recovery strategy that will be customized to the City's unique business and customer care needs.
- Our partnership approach that extends the City's recovery methods and procedures to be paralleled by CBA, so that their customers experience the same high-level of customer care at every stage of the recovery process.
- Our dedication to compliance is the cornerstone to upholding CBA's strong community and industry reputation. CBA focuses on all facets of the compliance spectrum to keep our clients in good standing with their customers and all governing entities.

We are proud to put forth this RFP to demonstrate our competency and experience to provide professional collection services effectively through our innovative technology, excellent customer success and outstanding recovery results.

The cost proposal will remain valid for a minimum period of 180 days.

Thank you,

Mad -

Shawn DeLuna President / CEO

EXPERIENCE, DEDICATION, SENSITIVITY

Scope of Services and Price Proposal

- City's responsibility to the Proposer -- With all new contracts, CBA likes to have onboarding meetings to review all new and future requirements, so that our partnerships get off to and continues with great success. CBA can setup specific client codes for the City if they wish to track all activity under unique codes. In addition, if the City would like their entire portfolio to have comprehensive, consolidated reporting, CBA can roll all unique codes up into a single, unified reporting code to show both an individual view as well as a comprehensive view to the City's recovery success.
- CBA has an "on-boarding" process and checklist, which is used when any new client is brought onboard takes a few days (10-20 business days) to execute and bring on a new client. This has been developed over our 60+ years of experience in bringing on hundreds of new clients from small to large.
- Le Deliverables will be outlined through CBA's Onboarding checklist (Shown below).
- Recovery Milestones are set during our Onboarding with new clients, so they meet the City's specific needs, not generic, average goals, but specific goals for each Accounts Receivable category outlined by the City.
- Risk and assumptions can be covered in our initial two-to-four-week onboarding process, but generally there are no risk areas that CBA knows of, based upon the RFP information.
- With all new clients, CBA will work closely with the client to discuss and develop the following:
 - Collection strategy which best fits the client needs and recovery goals.
 - Client service needs and setup with CBA client services team
 - Client procedures and work standards
 - o IT and information transfer formats and methods
 - o Client specific requirements and training
- We will work closely with the City staff to ensure a smooth transition of all customer accounts and data. CBA has detailed logs and procedures to ensure that the transition is error-free.
- The full implementation and transition process take approximately two to four weeks depending on specific needs and requirements of the client.
- CBA will provide either on-site or web training for the City personnel in regard to CBA systems, file exchanges and MyCBA.

- Each of CBA's clients are assigned a Single-Point-Of-Contact (SPOC) from our Client Services department. The contact information (phone number, fax number and email) for the SPOC will be given to the client along with the contact information for the SPOC's manager and members of our executive team. The SPOC develops a close relationship with each of their clients and allows the client to interface with the same person daily. Any problems or issues would be brought to the attention of the client's assigned SPOC who will work to resolve the problem as quickly as possible. The SPOC will involve CBA management or executives as necessary and will keep the client updated on the status of the issue. The client has direct access to contact any of our management or executive team members if they desire. The contact information for members of the management and executive teams is provided to each client. CBA also welcomes clients to visit our facilities at any time. We will also make any necessary arrangements to visit the client location as needed. Below are some further resources we provide to make the relationships with our clients work very productively together:
 - CBA offers a business card that can be placed at the front desk of the City's finance department, so that when a customer comes in to pay a bill and needs to be referred to CBA, this is a quick reference tool for both the customer and the City to handle the payment process with discretion and ease.



 CBA provides our clients with a contact card that they can use with their personnel to address any stage of a collection problem for resolution, from a level 1 general customer service inquiry all the way up to a level 5 executive management immediate response to review any customer service interaction or customer collection situation:

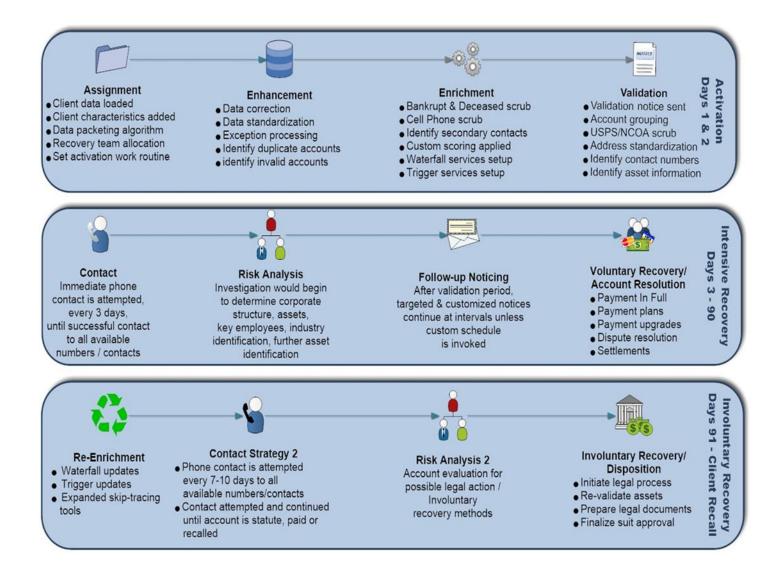
Collection Bureau of America Client Services Organizational Contact Process

Level 1 – General Client Service Request – 888-306-2045 Level 2 – Debtor referred to CBA – 888-558-5192 Level 3 – Elevated Client Services Request – 510-781-5172 Level 4 – Corporate Escalation – 510-781-5168 / 5138 /5128 Level 5 – Immediate Response – 415-307-9710 / 9121 / 9118 Client Email: clientresponse@collectionbureauofamerica.com Client / Debtor Fax: 510-781-5101 / 5169 / 5139 Debtor email: info@collectionbureauofamerica.com Mail Payments or Letters: PO Box 5013, Hayward, CA 94540-5013 Web or Telephone Payments: www.paycba.com or 888-454-0313 Headquarters Address: 25954 Eden Landing Rd, Hayward, CA 94545 MyCBA link: https://www.clientaccessweb.com/cba

- Coordination between City, CBA and Customer is approached from a customer service perspective. We want the best experience for the customer, so CBA will work with the customer to coordinate collection efforts with the City. CBA will not refer a customer back to the City, once the account is in collection. We will work with the customer to obtain the best result possible. But if a customer demands to work with the City as well, based upon the City's policies, CBA can work to coordinate all our efforts, so the customer gets resolution to their outstanding account. If the City business rules provide for an option to warm transfer the customer back to the City, once they have completed or paid their collection debt, then CBA can transfer the customer back to the City to engage or reactivate services with the City. This approach generally works well for utility accounts or business licenses, where the customer wants to be re-activated immediately.
- An additional coordination point is that CBA believes that we must offer all methods of payment for a customer to be able to pay their debt in full at their easiest convenience. We accept all major credit cards, including American Express. CBA can process credit card and checking information by live agent on a call, <u>by web (www.paycba.com)</u> (experience our web payment system at this link – paycba.com) or by IVR (888-454-0313, then select 1, then enter 101 to test the IVR payment system), with the latter two available twenty-four hours a day, three hundred sixty-five days a year. Payments by check, cash or cashier's check are accepted by mail, walk-in, or express mail remittance as well.

Collection Workflow Overview

The below image provides our clients with an overview of the collection process and the timing for each stage of the recovery process:



Onboarding Project Schedule

1.Below is a listing of CBA's client onboarding timeline and project planner, which shows all the steps part of the process to bring on a new client and getting their collection process started.

Account listing process:

- Accounts can be assigned to CBA in any of the following methods:
- Encrypted electronic file formatted in XLS, CSV, TXT or PDF sent via secure FTP
- Encrypted electronic file formatted in XLS, CSV, TXT or PDF sent securely via MyCBA
- Encrypted electronic file formatted in XLX, CSV, TXT or PDF mailed or faxed
- Paper files sent via USPS/Overnight mail to CBA, PO Box 5013, Hayward, CA 94540-5013
- Paper files sent via Facsimile to 510-781-5101

Examples of electronic file field listings and a sample template:

Financially Responsible Party1 First Name (FRP1) Financially Responsible Party1 Last Name (FRP1) Financially Responsible Party2 First Name (FRP2) (Spouse) Financially Responsible Party2 Last Name (FRP2) (Spouse) FRP Company Name (If Commercial Account) FRP Company Contact (If Commercial Account) FRP Mailing Address1 FRP Mailing Address2 / In Care Of FRP Mailing City **FRP Mailing State** FRP Mailing Zip **FRP Home Phone** FRP Employment Phone or Company Phone FRP Cell Phone **FRP Employment Name FRP Employment Address** FRP Employment City State Zip (spaced with no commas) FRP Social Security Number **FRP** Driver's License Number Date of Birth Date of Last Charge Date of Last Payment Date of Disconnect. Dollar Amount of Charges for Services Additional Fees / Late Charges / Interest Charges Total Balance Due Service Address1 Services Address2 Service Address City State Zip Special Handling Notes on the account while in the collection process with Client

- CBA receives and confirms electronic file controls within 24 hours, if there are data processing issues, CBA will report those immediately via email and send acknowledgement by mail or PDF upload to MyCBA, whichever the client prefers.
- Paper file submission will be acknowledged by mail or PDF upload to MyCBA, whichever the client prefers.

- From date of assignment / date loaded into CBA systems, an account will begin data scrubbing and verification for the following, prior to it being queued for contact efforts:
 - New phone numbers
 - Validate existing phone numbers.
 - o Bankruptcy
 - o Deceased
 - Packeting
 - National Change of Address
 - Address standardization
 - o Skip-tracing waterfalls and triggers

Timeline for collection recovery strategy on accounts once listed with CBA:

o After initial 24-hour data scrubbing is completed and the accounts are validated (not bankrupt or deceased) for contact, CBA will begin making phone contact to all valid phone numbers on an account.

• If client has a cell phone identified, it would be great to get that identification o Within 48hours from assignment and after data scrubbing and standardization, an account will be sent a validation notice or "first" notice from CBA advising the customer that their account has been assigned to CBA for collection.

o Phone contact will continue every 3-5 days until contact is made with the customer for at least 90-120 days, then contact may extend to a phone attempt every 7 days.

Access to CBA systems:

o CBA provides access to all client accounts via MyCBA:

o Access can be setup by user type, so you can have view-only users versus update users. o All updates can be done via MyCBA:

- Post direct payments
 - Post adjustments
 - Cancel accounts
 - Add notes to an account
 - Advise CBA of Bankruptcy or Deceased

o All reporting from CBA to Client can be done via MyCBA – statement, history reports, cancellation reports, acknowledgement report, and inventory report.

o MyCBA will allow CBA and Client to communicate securely with a "web-mail" type information exchange system. If Client uploads a new file securely to MyCBA, then CBA will receive an email advising CBA of the new file and if CBA needs to send Client a secure file, CBA can upload it to the web mail system and Client will get an email into their current email client with a link to be able to view / download the file.

Client Codes specifics:

- o Type of accounts assigned for collections.
- o Fees and charges anything special CBA needs to know?
- o Account numbers any prefix / suffix / combining.
 - Ex. Adding "2021-NNNNNNNNNNNN" to the front of the account number
- o Timeline and workflow prior to being assigned to collections.
- o How to assign accounts.
- o File formats for electronic exchange
- o Client codes setup by department or account type vs. a master client code for all accounts?

<u>CBA Client Services:</u>

- o How to contact CBA.
- o One email for all client services needs → <u>clientresponse@collectionbureauofamerica.com</u>

- o How to report a direct payment.
- o How to cancel an account.
- o How to make an adjustment to an account.
- o How to handle disputes / fraud.

Reporting

- o Define reporting needs specific to client.
- o Reporting timing Daily, Weekly, Monthly, Quarterly, Ad Hoc
- o Electronic or paper reporting
- o Quarterly Business Review setup timing and topics
- o Setup email distribution lists for different levels of reporting

Monthly statements

o Type of statement - special formatting or standard formatting?

- o Electronic remittance and/or paper remittance
- o Electronic funds transfer or banking

Systems and Technology

o Setup file formats for data exchange of new placements, updates, payments and cancellations o Define system / file exchanges.

- Will CBA be working off of clients' systems?
- o Setup secure connections / access
- o Credit card systems to be utilized CBA's or client's system?

Training

- o Develop client-specific requirements.
- o Provide co-training with client and agents.
- o Share training materials between CBA and client
- o Host client for on-site visit
- o Send supervisors and leads to client's facility for process review and training.

Special handling

o Special types of accounts / segments of work that need unique treatment.

- o Markets that need special directions or handling
- o Seasonal effects
- o Specific dialing campaign needs

Client Contacts and Codes

o Department contacts - name, email, phone, address, if different?

o Contact business cards for client front desk

Questions:

- o Will CBA receive itemization details via the electronic file?
- o Will Client provide CBA an electronic data file format?
- o Does Client allow for settlements?
- o If CBA needs itemization, what is the process to get this information?
- o How does Client want to handle Disputes / Fraud?
- o Does Client have any specific handling / sorting for statements?
- o Does Client re-assignment of debtors to CBA multiple times during a contract period?
- o Reporting discuss what reporting Client would like and frequency?
- o Will there be secondary accounts coming from existing agency?

2. Jeff Lowenstein and Marian Malmstrom would be responsible for managing the onboarding process for the City and responsible for assuring schedule compliance.



Statement of Qualifications and Experience

- 1. Project Approach Methodology for Performing Collection Services
- A. CBA's methodology and work approach to debt recovery is to treat all debtors with *dignity and respect* and to operate within the code of ethics provided by the American Collectors Association (ACA). The current trend in debt collection recovery is to utilize an empathy-based approach in working with the customer/debtor to achieve a mutually beneficial outcome for the customer and our client. Our approach with collection technologies is to utilize our systems as a tool to improve our performance and add value to the collection cycle. We take the time and effort to learn the nuances of the client portfolio to maximize recoveries and avoid using a "cookie-cutter" approach to collections. We work with each client to develop processes which work best for that client and do not force rigid guidelines on the clients. This is the key reason why CBA's approach works, and the following will demonstrate how we tailor our recovery programs to the client's portfolio to maximize recoveries while delivering world-class customer service. CBA uses all 30 collection representatives in the recovery of the City's delinquent accounts. Our collection representatives are the main drivers for success. Their tenure, experience and training is what yields the best results with the City's customers in delivering the best customer experience while being able to communicate effectively with the best tools used at the right cadence to maximize recoveries.

Below is information that addresses CBA's unique collection methodologies:

Unless client requirements dictate another time frame, first notices are sent 24 – 72 hours after accounts are loaded. (Please see the sample notices located in the Attachments section of this document.) Generally, we will make phone calls every 3-days for the first 3-6 months, then one phone attempts every 7-days thereafter for 6-12 months. Then after that period, the account is cycled into our different aged recovery strategies that makes additional phone calls and has special letters sent to specifically address the situation. CBA does not have a specific target for the number of written notices or telephone attempts; each account is unique and receives a unique collection approach.

CBA's collection recovery strategies are designed as client-specific, unique recovery programs that maximize the synergies between our comprehensive skip-tracing methods, leading-edge collection technologies, advanced predictive/interactive dialing capabilities, and intensive inbound and outbound contact and notice strategies that are tailored for each of our clients. CBA's extensive experience and deep understanding of a clients' collection portfolio is a unique, competitive advantage that has been achieved by retaining experienced management staff, developing specialized training and fostering precise employee skill sets that produces successful results. Results are not just measured by dollars collected, but also by other factors such as positive customer interactions, being able to show respect at all times, and having the compassion to be able to recognize a challenging financial situation that can be resolved to have a mutually beneficial outcome for the customer, our client and CBA. CBA's in-depth knowledge of the

complexities of financial collections derived from our over fifty years of experience which results in the highest levels of customer satisfaction combined with maximized recovery rates.

CBA's unique market position and agency size, mid-market, allows for us to work a strong range of client portfolio, specifically in the Municipal, Cable, Utility, Water, and Healthcare industries. Our long history has given us a wide range of experience with portfolio placements, so CBA has worked on the recovery spectrum from Live to Early Out to Primes/Secondary/Tertiary accounts all the way to Warehousing of account portfolios. Below are the key technologies that are used to execute CBA's overall recovery strategy for each of our clients:

- Servicing platform CBA was one of the first collection agencies to automate our recovery process onto the CUBS collection platform. CUBS is the leader in debt collection recovery software. Integrated with our CUBS collection system is our IAT automated call platform, which is used for all of our core call activities. The standard CUBS system provides for all the fundamental collection functions and compliance requirements, but CBA has extended the capabilities of this comprehensive collection system with thirty years of continual customized development through our own internal resources. CBA has developed specific modules to manage health information, so that we not only can control the security of this information, but also provide our clients detailed reporting down to the individual charge, physician, or visit level. CBA's collection system has specific custom programming and custom screens and fields that were developed to meet the unique needs of our current client portfolios. Another unique feature of our system capabilities is our integration with the client system that allows for data files to be easily exchanged for handling new assignments, account payments and account updates. CBA developed custom processes and workflows to fully utilize the data being received from our client's system. Our deep knowledge, being able to utilize every data point and key element and our experience allow CBA to deliver the best collection solution for the City, because CBA can maximize recovery efforts while providing the highest-level of customer service.
- Core call activities are performed by our Information Access Technology (IAT) automated dialing platform called CT Center. This is a leading-edge dialing system specifically designed for CUBS and collection portfolios. IAT is fully integrated with our CUBS collection software to be able to produce a fully blended call center environment, where all calls are routed through our dialing system, whether outbound or inbound or transfers. Our representatives are presented with the account information on screen simultaneous with the call being routed to their extension, so as soon as the customer pickups up the phone call, they are greeted with our representative addressing them by name, confirming their information and then beginning the collection conversation.
- CBA was an early adopter of a comprehensive content management system that centralizes all customer information and puts it at our collector's fingertips, so all account related content can be accessed through our CUBS collector system for our agents to see invoice copies, customer correspondence and CBA's outbound correspondence. All collection data is backed up using our Universe data backup system and our network is backed up utilizing Unitrends backup systems. CBA utilizes CXM call and desktop screeen recording system to complete our comprehensive archival system. All backup data is stored off-site through a professionally bonded backup storage service company. All documents and account records are available for audit by our clients at any time during normal business hours. Account records may be accessed 24/7 through our secure, client, web-access portal (MyCBA).
- CBA has recently implemented a cloud-based learning/knowledge reinforcement application called KnowledgeLink. This application allows CBA to:
 - Implement a continuous knowledge reinforcement training cycle using contents called "Topics".

- Enhance training programs by easily creating content specific training modules for Topics.
- Present company and client policies of any type at desired frequencies for review and acceptance, and to promote accountability.
- Create and administer tests to validate knowledge and certify staff.
- Conduct surveys to gain valuable employee feedback.

Sample Reports and Letters

A. CBA has the flexibility in our systems to provide virtually any report layout and format that the City may need either on a continuous monthly basis or Ad Hoc to provide the best statistical information, customer knowledge and data visualization, so that the City can ascertain trends and patterns in their account data that can assist in approving front-end changes to reduce the number of accounts that are turned over for collection work. All reporting can be generated or downloaded via MyCBA, so the City will have secure access and retrieval from archive to all customer reporting. In developing our partnership together, reporting is one of the most important areas that CBA's team and the City team can work together to deliver reporting that best depicts the City's account and financial information.

Monthly Status Report

CBA refers to this report as the Client Inventory report that provides a debtor status report and detail and can be tailored to include fields required for the City business needs. Below is a sample of some of the fields CBA can provide in a report, but these fields are customizable and downloadable into an Excel or PDF file format for further analysis by the City.

TM		Client Inventory Status Report												
												Cancel Amount		
Client Account ID	CBAID	Name1	Status	Last Pay Date	Date Assigned	Amount Assigned		Current Balance		Principal Collected				
		Name1	Status PIF			Assigned	\$		\$		\$			
Account ID	16528607				Assigned	Assigned			\$ \$	Collected	\$ \$	Amount		

Monthly Customer Report -- Statement of Accounts

- Monthly Statement of Accounts report CBA's monthly statements can include the following (the statement sample below does not display all of these fields, but CBA would work with the City to customize their monthly statement to meet their exact requirements as outlined in the list below):
 - Date of Payment
 - City's Account Number
 - Customer Name
 - Date Account Assigned
 - Customer Personal Identification Number
 - Date City mailed closing bill to customer (Last Charge Date)
 - Address where debt was incurred
 - Payment Amount and status

See sample statement below:

- Dollar Amount of each payment received which is due to the Agency
- Dollar Amount of each payment received which is due to the City
- Remaining individual customer account balance, if any
- Where payment was made to Agency or to City

CLIEN PO BO	T CONTACT T MAME / DIVISION TITLE X 1111111111 RD, CA 94545				1 MIGC		DELUNA 2	INC		OAD, 1 ST F	LOOR, HAT	WARD CA 9		c.
			cu	ENT NO.	57600					PAG	BEND.	13 MISC	SHANN	DELUNA
			RE	MT TYPE IN	NOICE#			1		INV		RDM 06-01-12	то 06-30-1	2
ATE	ACCOUNT DESCRIPTION	STATUS	Amount PAID CBA	Amount PAID CLIENT	Amount DUE CBA	Remaining BALANCE	Amount DUE CLIENT			cu	ENT NO.	EST600		
6-11-12	02-13-12	ACT		219.60	32.39	59.91				RE		NVOICE#		
6-11-12	NAMD B 11210 02-13-12	ACT		35.93		23.98		1		Amount	Amount	Amount	Remaining	Amount
	NAME C TOO LONG 850856 05-03-11	PRO		122.72	18.10	451.81			STATUS	PAID CBA	PAID CLIENT	DUE CBA	BALANCE	DUE CLIEN
6-15-12	NAME D 866842	PIF	95.57		14.09	35.93	95.57	210	PIF	35.93		5.29	0.00	35.93
6-19-12	02-13-12 NAME E 140837	PRO	236.82		34.93	34.93	236.82		PRO	50.00		7.37	183.39	50.00
5-19-12	06-16-12	PRO	34.93		5.15	0.00	34.93	1	HFD		36.43		0.00	
STATUS PIF = Pay PAY = Pi	ment ACT = Active	etails it as v clien	as to if well as p t and ba	`the pay providin	ment wa g the co ft on the	as made mmissi	to on,			provid client to	e summ reconc hat is inc	of the sta ary total ile their f cluded al atement.	data for `unds and	the 1 the
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OLLECTIC	NS M	OURCHE	CKFOR		ENCL	OSED FOR								
					* STATUS	1			-	6700.15	5700.00	2122.22		6981.8

Monthly Uncollectible Report

Collection Analysis report – This report includes placements in numbers and dollars, gross collections in dollars and percentages matched against the month the account was placed, and collection fees in dollars and percentages as well as it can show what accounts are uncollectible:

Report as 04-30-1								storical a Statistica			RICA [®]	U OF AMER	JRE	COLLECTION BU	
	Type of Service														
AVG AGE (in days based upon Client Last Charge Date)	PAID IN FULL	OPEN \$		OPEN #	ACTUAL RECOVERY %	OLLECTED BY RECO		HISTORY (BATCH TRACKING) RECOVERY %	HISTORY (BATCH TRACKING) COLLECTED TO DATE		AVG AMOUNT	signed \$	AS	ASSIGNED #	MO YR
8	5	3,400	\$	35	82%	3,600	\$	23%	1,000	\$	126	4,400	\$	35	17-Jun
10	5	12,500	\$	65	14%	2,000	1.00	11%	1,500		200	14,000	\$	70	17-May
10	10	4,000		40	60%	3,000	10.000	20%	1,000		100	5,000	\$	50	17-Apr
7	10	4,600		30	54%	3,000		18%	1,000		187	5,600	\$	30	17-Mar
9	25	16,000	\$	50	23%	6,000	\$	38%	10,000		325	26,000	\$	80	17-Feb
40	5	3,800		25	84%	4,200		24%	1,200		167	5,000		30	17-Jan
10	25	10,000		60	29%	4,000		29%	4,000		156	14,000	\$	90	16-Dec
20	10	4,600		30	31%	2,000		29%	1,900		163	6,500	\$	40	16-Nov
10	5	2,500	\$	15	33%	1,000		0%	500	\$	150	3,000	\$	20	16-Oct
7	5	2,500		15	57%	2,000	10.00	0%	1,000		175	3,500		20	16-Sep
12	35	10,500	\$	70	27%	4,000	\$	30%	4,500	S	150	15,000	\$	100	16-Aug
9	10	5,800	\$	30	29%	2,000		17%	1,200		175	7,000	\$	40	16-Jul
10	20	5,400	\$	30	38%	3,000	\$	33%	2,600	\$	160	8,000	\$	50	16-Jun
20	50	24,100		120	45%	13,000		17%	4,900		171	29,000		170	16-May
10	10	3,500		25	73%	4,000		0%	2,000	-	183	5,500		30	16-Apr
11	15	3,500		30	67%	4,000	-	0%	2,500		150	6,000		40	16-Mar
12	20	3,500		35	31%	2,000		0%	3,000		130	6,500	1.000	50	16-Feb
13	25	3,500		40	29%	2,000	1.1.1	0%	3,500		117	7,000	\$		16-Jan
9	20	10,500		45	8%	2,000		58%	14,500		385	25,000		65	15-Dec
9	25	12,200		60	11%	2,000	1.1.1	36%	6,800		224	19,000		85	15-Nov
11	10	9,700		60	10%	1,050	-	12%	1,300		147	11,000		75	15-Oct
11	15	6,000	\$	30	26%	2,050	\$	25%	2,000	\$	178	8,000	\$	45	15-Sep
14	60	44,300	\$	245			F	26%	15,700	s	\$ 203	60.000	\$	295	R-17

Financial Summary Report

Recap report – CBA can create a report that can include the following list:

- o Total number of accounts submitted for collection
- Total dollar amount of accounts submitted for collection
- o Total dollar amount collected on accounts during the year
- o Total dollars collected in response to letter service
- Total dollars collected through regular collections
- Total accounts requiring legal action
- Total dollars collected as a result of legal action
- Total No. of accounts transferred out of area (CBA works all accounts in any state)
- o Total dollars collect by out of area agencies (CBA works all accounts in any state)

Report as o 04-30-1								storical a Statistica			RICA [®]	AU OF AMEI	URE	COLLECTION BL		
		Type of Service														
AVG AGE (In days based upon Client Last Charge Date)	PAID IN FULL	OPEN \$		OPEN #	ACTUAL RECOVERY %	ACTUAL COLLECTED BY MONTH		HISTORY (BATCH TRACKING) RECOVERY %	HISTORY (BATCH TRACKING) COLLECTED TO DATE		AVG AMOUNT	SSIGNED \$	A	ASSIGNED	MO YR	
85	5	3,400	\$	35	82%	3,600	5	23%	1,000	s	126	4,400	s	35	17-Jun	
100	5	12,500	\$	65	14%	2,000	5 5	11%	1,500	\$	200	14,000	\$	70	17-May	
100	10	4,000	\$	40	60%	3,000	5	20%	1,000	\$	100	5,000	\$	50	17-Apr	
75	10	4,600	\$	30	54%	3,000	5	18%	1,000	\$	187	5,600	\$	30	17-Mar	
90	25	16,000	\$	50	23%	6,000	5	38%	10,000	\$	325	26,000	\$	80	17-Feb	
400	5	3,800	\$	25	84%	4,200	5	24%	1,200	\$	167	5,000	\$	30	17-Jan	
100	25	10,000	\$	60	29%	4,000	5	29%	4,000	\$	156	14,000	\$	90	16-Dec	
200	10	4,600	\$	30	31%	2,000		29%	1,900	\$	163	6,500	\$	40	16-Nov	
100	5	2,500		15	33%	1,000			500		150	3,000		20	16-Oct	
75	5	2,500		15	57%	2,000		0%	1,000		175	3,500		20	16-Sep	
125	35	10,500		70	27%	4,000			4,500		150	15,000		100	16-Aug	
95	10	5,800		30	29%	2,000		17%	1,200		175	7,000		40	16-Jul	
100	20	5,400		30	38%	3,000	-	33%	2,600		160	8,000		50	16-Jun	
200	50	24,100	\$		45%	13,000		17%	4,900		171	29,000		170	16-May	
100	10	3,500		25	73%	4,000			2,000		183	5,500	-	30	16-Apr	
110	15	3,500		30	67%	4,000	_	0%	2,500		150	6,000		40	16-Mar	
120	20	3,500		35	31%	2,000		0%	3,000		130	6,500		50	16-Feb	
130	25	3,500	-	40	29%	2,000		0%	3,500		117	7,000		60	16-Jan	
90	20	10,500		45	8%	2,000		58%	14,500		385	25,000		65	15-Dec	
90	25	12,200	\$		11%	2,000	11111	36%	6,800		224	19,000	1112	85	15-Nov	
115	10	9,700		60	10%	1,050	-	12%	1,300	-	147	11,000	-	75	15-Oct	
110	15	6,000	\$	30	26%	2,050	S	25%	2,000	\$	178	8,000	Ş	45	15-Sep	
142	60	44,300	\$	245				26%	15,700	s	\$ 203	60,000	\$	295	(R-17	

A. Delinquent Account Letters samples:

Validation Notice – this is the initial notices that is sent to all customers upon activation with CBA:



Lemized Notice – provides customers with itemization of their charges:

October 26, 2016 25954 EDEN LANDI	BUREAU OF AMERICA [®] NG ROAD, HAYWARD, CA 94545-3816 M - F 6:00 am - 6:00 pm PST 888-558-5192		
Client: <v10> CBA ID #: <acc> Client Reference#: <v09></v09></acc></v10>	Principal: \$0.00 Interest: \$ <v15> Equipment Charge: \$0.00 Current Balance Due: \$<v21></v21></v15>		
PURSUANT TO YOUR REQUEST, PLEASE REVIEW THE ITEMIZ	ATION LISTED BELOW OF THE INFORMATION WE HAVE		
PLEASE REMIT THE BALANCE IN FULL, OR CONTACT OUR OFF	FICE AT: <v23>.</v23>		
<v22> - DEBT COLLECTOR Collection Bureau of America</v22>			
DATE LAST CHARGE: <v12> DATE OF LATE PAYMENT: <v13> SERVICE ADDRESS: <v50> SERVICE CSZ: <v51> SERVICE NAME: <v52> INSTALL DATE: <v53> DISCONNECT DATE: <v54></v54></v53></v52></v51></v50></v13></v12>			
This communication is being sent to you by a debt collector and is an attempt to collect a debt. Any information obtained will be used for that purpose.			
	INTERNATIONAL The Association of Crofic and Celeston Professional Menter		
PLEASE DETACH AND RETURN BOTTOM PORTION WITH YOUR PAYMENT	T Questions? Toll Free 888-558-5192 To pay online, go to paycba.com		
	PAY BY CREDIT CARD		
DEPT 251 4567890123456 PO BOX 4115 CONCORD CA 94524			
	CARD NUMBER:		
	EXPIRATION DATE: CID #:		
ADDRESS SERVICE REQUESTED	NAME ON CARD:		
	BALANCE DUE: \$ <v21> PAYMENT AMOUNT:</v21>		
#BWNFTZF #1234567890123456#	SIGNATURE:		
ուկսովվիրըվնդներիիրնինիներներնիիի	REMIT TO:		
<dna> <v06> <lt_addr1> <lt_addr2> <lt_city><lt_state><lt_zip></lt_zip></lt_state></lt_city></lt_addr2></lt_addr1></v06></dna>	COLLECTION BUREAU OF AMERICA PO BOX 5013 HAYWARD, CA 94540-5013		
	* <acc>*IZSUM*</acc>		

Demand for Payment Notice – Sent after validation period has concluded and customer has not voluntarily remitted payment:

		CULLECTION	BUREAU OF AMERICA	A	
October 26, 2	2016	25954 EDEN LANI	M - F 6:00 am - 6:00 p	RD, CA 94545-381	16 8-5192
Creditor Creditor No ID Number		From of operation		Principal: Interest: eent Charge: Total:	\$0.00 \$ <v15> \$0.00 \$<v21></v21></v15>
					<v32> <v33> <v34> <v35> <v36> <v37></v37></v36></v35></v34></v33></v32>
		*** ACCOUNT VE	RIFICATION ***		
Our records in	dicate that as of the date a	ibove your account is not	pald.		
If there is any AMERICA dire	question regarding the bala actly and arrange for payme	ance shown above, please	e take this opportunity t	to notify COLLECT	TION BUREAU OF
	mber is 510-781-5100 OR				
It is important	that arrangements for settl	ement be made at once.			
Take one of th	e following options to take	care of this account:			
(1) Pavin	g by check or credit card o	ver the telephone 888.45	1-0313 (24-bour touch	-tone service)	
		and and the particular and we	In	source sourcesole	
Sincerely,	This is an attempt to	ents with this office at <v collect a debt. Any inform SEE REVERSE SIDE FC</v 	nation obtained will be		050.
Sincerely, <v22></v22>	This is an attempt to	collect a debt. Any inform	nation obtained will be		DSO.
Sincerely, <v22> Collection Bur <v23></v23></v22>	This is an attempt to NOTICE:	collect a debt. Any inform	nation obtained will be OR IMPORTANT INFO	RMATION s? Toll Free 888-5	The foundation of California Jalante 158-55192
Sincerely, <v22> Collection Bur <v23> PLEASE DE</v23></v22>	This is an attempt to NOTICE: eau of America TACH AND RETURN BOTTOM F	collect a debt. Any inform	NT Question To pay or	RMATION	The focus of Contemport
Sincerely, <v22> Collection Bur <v23> PLEASE DE DEPT 2 PO BO</v23></v22>	This is an attempt to NOTICE: eau of America TACH AND RETURN BOTTOM F	collect a debt. Any inform	NT Question To pay or	RMATION s? Toll Free 888-5 nline, go to payob	The focus of Contemport
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Sincerely, 22 Collection Bun 23 PLEASE DE DEPT 2 PO BOJ CONCO	This is an attempt to NOTICE: eau of America TACH AND RETURN BOTTOM F	Collect a debt. Any inform	NT Question To pay of VISA	RMATION s? Toll Free 888-5 nline, go to payob	The focus of Contemport
Sincerely, 22 Collection Bun 23 PLEASE DE DEPT 2 PO BOJ CONCO IIIIIIII	This is an attempt to NOTICE: eau of America TACH AND RETURN BOTTOM F 251 4567890123456 X 4115 DRD CA 94524	Collect a debt. Any inform	NT Question To pay of VISA Cano Number Expression Date NAME OF CARD:	RMATION s? Toll Free 888-5 nline, go to payobo Y BY CREDIT CA	Internet of Carlos Internet of Carlos Intern
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Hours of Operation M - F 6:00 am - 6:00 pm PST 888-598-5192 Principal: \$0.00 Interest: \$ <v15> Total: \$<v15> Total: \$<v21> V132> V13</v21></v15></v15>			ou 8	
Hours of Operation M - F 6:00 am - 6:00 pm P5 T 888-39:9192 Proceduce No: <v05- \$<v15-="" \$<v15-<="" <v05-="" creditor="" no:="" th="" total:=""><th>794</th><th></th><th></th><th></th></v05->	794			
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ID Number: «ACC» Tota:: \$ V21> V323 (333) (335				\$0.00
			Court.	
				<v33> <v34> <v35></v35></v34></v33>
the notice is to confirm your promise to make payments according to the terms below. You have difficulty meeting this schedule, please contact our office immediately. Prompt payment is required (1) Paying by check or credit card over the telephone BB8-454-0313 (24-hour touch-tone service). (2) Call to make payment arrangements with this office at <v23 EMIS OF INSTALLMENT AGREEMENT Payment Amount: \$V27. Payment Amount: \$V27. Payment Amount: \$V27. Payment Amount: \$V27. Payment Due: \$V29. Number of Payments: \$V30. Installment Balance: \$V27. Conferention Date: \$V08. Agreement Date: \$V08. Agreement Date: \$V08. Motice: See neverSS Side FOR IMPORTANT INFORMATION neversy. 23. PLEASE DETACH AND RETURN BOTTOM PORTION WITH YOUR PAYMENT Address SERVICE REQUESTED SUMMETICE is \$V30. ADDRESS SERVICE REQUESTED SUMMETICE is addressed \$WMFTICE is address</v23 	*** INCTALL NEWT CO			<v37></v37>
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References and similar projects

Contact Name, Title, and Email	Name of Customer	Address	TEL#	Term of Contract
Michael Barnes, Revenue Manager <u>Michael.Barnes@hayward-ca.gov</u>	City of Hayward	777 B St. 1 st floor Hayward, CA 94541	510- 583- 4630	25 years
	Otherst		400	10
Alex Rojas, Revenue Management <u>Alex.Rojas@sanjoseca.gov</u>	City of San Jose	200 E Santa Clara St, San Jose, CA 95113	408- 535- 3507	12 years
Josie Stokes, Revenue Manager Josie.Stokes@cityofpaloalto.org	City of Palo Alto	250 Hamilton Ave, Palo Alto, CA 94301	650- 329- 2291	25 years

See below table for a brief project description of the services provided to the above municipalities and CBA's role in the services we provided.

Project Description

CBA collects on the following types of accounts for the City of Hayward - Business licenses, excise tax, police booking fees, utility bills, NSF checks.

CBA has created a specialized notice program for the City of Hayward for their Business Licensing program where we include a specific notice that allows customers to respond to business licensing information.

CBA collects on the following types of accounts for the City of San Jose - Utilities, Animal licensing, Admin Citations, False Alarms, Business Tax, NSF checks

CBA has worked with the City to of San Jose to focus on recovery efforts on their Admin Citation accounts, which has provided increased recovery results for this portfolio of Citations accounts. We partner with the City to get customers all itemized information immediately, not allowing them to delay paying or using documentation as a stall tactic for not paying their bill owed to the City.

CBA collects on the following type of accounts for the City of Palo Alto – Business Tax, Paramedics, Misc. Fees/NSF fees, and Utilities.

CBA provides customized recovery solutions for the City of Palo Alto citizen-base with high touch customer service and detailed itemized statements to support effective communication and expedited payment recovery, because the customers have all the information they need as quickly as possible, thus resolving all outstanding issues quickly, so that accounts can be completed.

Municipal Agencies that CBA has forged long-term partnerships engaged in similar projects as listed above:

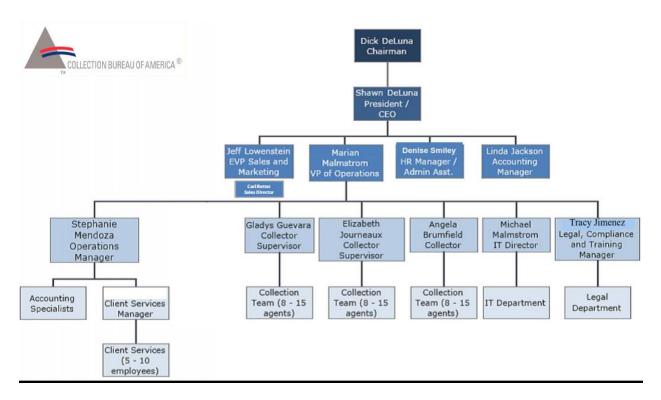
	Start of		Start of
Partner	Relationship	Partner	Relationship
City of Palo Alto	1986	City of Daly City	2012
City of Menlo Park	1985	City of Millbrae	2012
City of Pacifica	1987	City of Novato	2012
City of Burlingame	1989	City of Palmdale	2012
City of Millbrae	1990	East Bay Municipal Utility Dist.	2012
City of Cupertino	1991	City of Buena Park	2013
City of Hayward	1991	City of Rancho Cucamonga	2013
City of Mountain View	1991	City of San Dimas	2013
City of Newark	1991	City of Lynwood	2014
Millbrae Police	1992	City of Richmond	2014
City of Milpitas	1992	City of Commerce	2015
San Bruno Fire	1992	City of Loma Linda	2015
San Bruno Police	1992	City of La Puente	2015
Colma Police	1993	City of Commerce	2015
City of Foster City	1994	City of Campbell	2016
Foster City Police	1994	City of Orange	2017
City of South San Francisco	1995	City of Fayetteville AR	2018
City of Redwood City	1998	City of Bakersfield	2018
City of San Carlos	1998	City of Riverside	2019
City of Union City	2003	Marin Clean Energy	2019
City of Calexico	2004	State of California CSLB	2020
City of Simi Valley	2004	City of Pasadena	2021
City of Belmont	2005	State of California CalRecycle	2021
City of San Bruno	2005	Redwood Coast Energy Auth	2022
City of Torrance – Ambulance	2005	City of Rohnert Park	2022
Capitola Police	2006	San Juan Water District	2023
City of Santa Rosa	2007		
City of Rancho Cordova	2008		
City of San Jose	2008		
City of Petaluma	2008		
City of Pleasanton	2009		
City of American Canyon	2009		
City of Westminster	2011		

CBA's extensive experience with the following municipal programs:

CBA's extensive experience with the following municipal programs:		
Administrative Citation Charges	Recreational & Park Activity Fees	
Library Charges	False Alarm Response Charges	
Booking Fees	Sewer & Wastewater Charges	
Paramedic & Ambulance Charges	Fire Department Permits Fees	
Business Licenses/Business Tax Fees	Special Emergency Services Charges	
Parking Citation Charges	Garbage, Recycling and Refuse Charges	
Damage to City Property Fees	Traffic Citations Charges	
NSF Check & Miscellaneous Fees	Environmental & Hazardous Material Fees	
Water & Utility Charges	Transient Fees	

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Organizational Chart



Associations and Certifications

- Our membership and affiliation with the following organizations enables CBA to utilize the most recent information, rules, laws and data to provide the best-valued recovery solution:
- AICPA SOC II Type I certified
- ACA (American Collectors Association)
- AC (California Association of Collectors)
- 📥 Better Business Bureau A+ Rating
- California Municipal Revenue Tax Association
- Hayward Chamber of Commerce
- ▲ Certified California Small Business
- County of Alameda Small, Local and Emerging Business (SLEB)
- Certified Minority Business Enterprise through the California PUC
- Morthwest Bottled Water Association
- Southeast Bottled Water Association
- A Central States Bottled Water Association







CIVIRIA California Municipal Revenue & Tax Association

Resume of Key Staff:

All staff listed below work with all of CBA's municipal clients to the extent shown in the roles and responsibilities:

Shawn DeLuna	
1. Position Title	President & CEO
2. Years with Company	34 years – all with CBA in the collection industry
3. Recent Assignments	President and key decision maker for all clients.
4. Relevant Experience	 Shawn has worked in all positions within the company and learned all aspects of collections. Shawn has overseen contract negotiations with all of our 50+ Municipal clients.
5. Roles and Responsibilities in Connection with Proposal	He oversees all aspects of collections in his role as President.
Marian Malmstrom	
1. Position Title	Senior Vice President
2. Years with Company	30 years – all with CBA in the collection industry
3. Recent Assignments	Developing all new clients' setup methods, such as VPN access, file layout, ACH and EDI remit process. Liaison between new clients and our developer team
4. Relevant Experience	 Over 20 years of experience with new client set up such as file layout and file transfer methods. Experienced with client remit process of manual remit, ACH or wire transfers. Marian directly interfaces with all of our Municipal clients on a daily basis.
5. Roles and Responsibilities in Connection with Proposal	Currently in charge of the setup of new clients, liaison with programmers. Responsible for all client interaction such as payments, cancellations, new assignments or any other client needs.
Stephanie Mendoza	
1. Position Title	Compliance and Training Manager
2. Years with Company	14 years – all with CBA in the collection industry
3. Recent Assignments	Oversees all collector training and compliance assurance
4. Relevant Experience	 Over 10 years of experience in mid-sized collection agencies. Has ACA certifications. Worked closely with all of CBA's municipalities and utility districts to achieve higher recovery rates that what was being achieved from other contracts.
5. Roles and Responsibilities in Connection with Proposal	Compliance, training and oversight/management review.
Elizabeth Journeaux	
1. Position Title	Collection Manager – Specializing in Business Tax
2. Years with Company	11 years
3. Recent Assignments	Managing a team of collectors and working commercial accounts
4. Relevant Experience	 30 years' experience in collections, well versed with Business collections.
	 Proficient in all aspect of collecting on all accounts both consumer and business debts of any balance size.

	 Managed and prioritized collection accounts for a daily workload of 350 accounts.
	 Mediated balance discrepancies between creditor and consumer.
	 Prepared legal accounts for suit prior to being sent to an attorney.
	 Works with Municipal accounts that are large balance or commercial-type accounts
5. Roles and Responsibilities in Connection with Proposal	Management of collection representatives and focus on commercial / business accounts
Angela Brumfield	
1. Position Title	Collection Manager
2. Years with Company	16 years
3. Recent Assignments	Managing / mentoring a team of collectors
4. Relevant Experience	 Top collector for the last five years
	 Maintained monthly collection quota of over eighty thousand dollars in collection per month.
	 Maintaining and providing top collections results for our company's largest clients.
	 Managed and prioritized collection accounts for a daily workload of 350 accounts.
	 Mediated balance discrepancies between creditor and consumer.
	 Works with all municipal client account for collection on the consumer side.
5. Roles and Responsibilities in Connection with Proposal	Management of collection representatives and focus on residential accounts
Gladys Guevara	
1. Position Title	Collection Manager / Multilingual Team Lead
2. Years with Company	13 years
3. Recent Assignments	Responsible for training and guided development of new departmental staff also preparing the staff for annual FDCPA, HIPPA, and FCRA regulations test
4. Relevant Experience	 Proficient in all aspect of collecting on small, medium to large balance.
	 Maintain monthly collection quota of over sixty thousand dollars in collection per month.
	 Managed and prioritized collection accounts for a daily workload of 350 accounts.
	 Mediated balance discrepancies between creditor and consumer.
	 Works with all municipal client account for collection on the
	consumer side and provides Spanish speaking services to those customers that speak Spanish-only
5. Roles and Responsibilities	Training and management of all bi-lingual collection
in Connection with Proposal	representatives.
Jeff Lowenstein	
1. Position Title	Executive Vice President – Sales & Marketing
	1

2. Years with Company	30 years – all with CBA in the collection industry
3. Recent Assignments	Working with clients on technology, programs and portfolio management
4. Relevant Experience	 Over 25 years in the collection industry working with utilities and municipalities. Jeff has worked on client services objectives with the entire list of Municipalities listed in the table included in the RFP.
5. Roles and Responsibilities in Connection with Proposal	Project management, client relations and client onboarding
30+ Collection Agents	
1. Position Title	Collection Agent – Multi-lingual staff – Spanish, Vietnamese, and Tagalog
2. Years with Company	1 year – 36 years (average tenure of 7 years)
3. Recent Assignments	Interaction with debtors in an attempt to collect accounts
4. Relevant Experience	Interaction with debtors in an attempt to collect accounts
5. Roles and Responsibilities in Connection with Proposal	Interaction with debtors in an attempt to collect accounts

Overall Supervision

- Overall supervision for CBA starts with our management team of Shawn, Jeff, Marian, and Stephanie directing the comprehensive recovery process and provides direction to Elizabeth, Angela, and Gladys who supervise our collection leads, collection teams and individual collection representatives to insure:
 - 1. Compliance with all business rules, laws, and regulations.
 - 2. Work effectively, through a customer service approach, with all our customers.
 - 3. Build a team environment that results in the highest level of recovery for our clients.
 - Enhanced Training and Compliance are extremely important in collecting debts; thus, CBA has developed a detailed training program for all collectors. All new collectors are required to complete a four-week training course before they can work any client inventory on their own. This course includes a two-week classroom training which covers all the laws and regulations, our methods, and all tools available to a collector:
 - After successfully passing tests in the classroom the collector spends two-weeks training "on the floor" with multiple experienced collectors and managers.
 - Collectors are also required to completed on-going, weekly training courses. These courses cover a wide variety of topics which are all geared toward making sure each collector is comfortable with everything learned in their initial training as well as covering any new laws, rules or regulations. Courses may also be conducted on topics specifically requested by collectors or by management.
 - CBA is continually monitoring client portfolios and adjusting staffing resources as necessary to provide adequate staffing for each client.
 - KnowB4 Cyber Training, keeping our staff aware of the latest cyber threats through awareness videos with quizzes and tracking progress.
 - KnowledgeSource Training, training portal with up-to-date contents of FDCPA, TCPA, FCRA, GLBA AND HIPPA, tracking progress with multiple questions and answers with leaderboard results.
 - Robust Compliance Management System (CMS), call recording, coaching and continual learning.
 - Virtual online help assist (Virtual Agent Larry) for our Agents, providing customers with accurate answers/solutions instantaneously.
 - The following list shows the Municipal Clients CBA has had a partnership with starting since 1986:

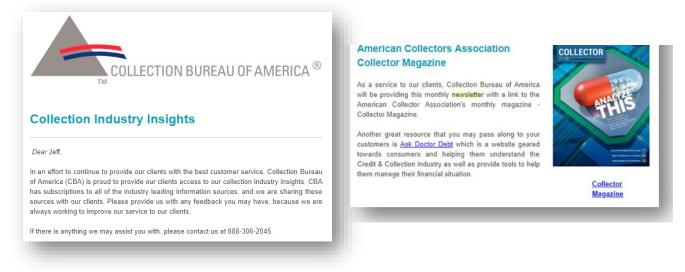
SERVING YOU NATIONWIDE

Additional Data about CBA

CBA is SOC II type II certified, which provides our clients with highest level of confidence in our people, process, and performance.



- CBA hosts an annual web meeting / conference call to provide an outlook and update for the year to come, which includes all changes to laws or upcoming proposed changes that can impact the City and the debt collection process.
- CBA is a member of several industry associations, so we generally meet with and see our clients, especially municipal clients, and annual meetings such as the CMRTA conference and other regional and local meetings that CBA both attends and presents at throughout California.
- CBA provides its clients with a monthly newsletter that is a pipeline to the American Collector's Association News and Legal insights as well as the California Association of Collector magazine that provide important updates and information about the collection industry specifically for California.



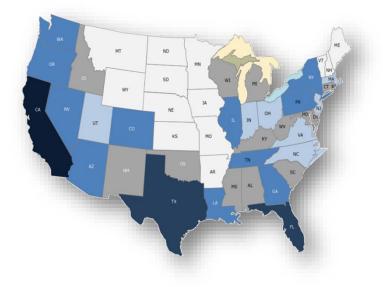
- Collection Bureau of America is a privately held company certified as a minority-owned enterprise (MBE) through the California Public Utilities Commission (CPUC). A copy of the certificate is included as an Attachment.
- ▲ We can transmit and receive files in virtually any method the client requests, allowing the customer to work in the method with which they are most comfortable.
- We will work to customize or create any reports necessary for each client instead of only using standard reporting, thus allowing a client a better, more comprehensive look at their inventory.
- ▲ We take the time and effort to learn the nuances of the client portfolio to maximize recoveries and avoid using a "cookie-cutter" approach to collections.
- We are licensed or hold certificates of authority in all 50 states depending on the state's individual requirements.
- CBA provides our clients with a dedicated client services team that works directly with them daily to assist them in achieving the highest recovery rate while providing worldclass customer service. Clients have access to our team via toll-free number, email, fax and through MyCBA.
- ▲ MyCBA is CBA's online client portal that the City will be provided with a login to do remote auditing. CBA can setup a training login at the City's request. MyCBA provides access to account information, updates, reports, and data exchanges. See screenshots below of MyCBA and its capabilities our clients enjoy in reviewing, updating and access their accounts 24x7x365:
- CBA works to truly partner with our clients, especially our municipal clients, and we will work to develop customized trial or pilot recovery programs that our clients may want to test but may not have the right partner to work with to execute a specific strategy or extend a program that the City has implemented and follow it all the way through to the collection process with their third party debt collection agency. As an example, since letter service was deemed illegal a few years ago, CBA works with our clients on creative and progressive new programs to supplement or replace a letter service, so our client may obtain their same results / goals while working within the constructs of collection laws.

Why Choose CBA:

	WHY CHOOSE CBA?	
We like t	o keep it simple, secure, and harı	monioius.
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Full Service Call Center	Nationally Licensed	Multilingual
	We are a nationally licensed professional debt collection agency. We service clients and customers across the United States.	Our licensed agents and managers speak multiple languages, minimizing communication barriers with customer contacts
Technology	Compliant	Business Continuity
We run on the same platform as many of today's largest companies so you know we're up-to-date and that your customer data is secure.	FDCPA, PCI, HIPAA, TCPA, FCRA. The debt collection industry is heavily regulated and our quality assurance team ensures we are exceeding regulatory standards.	Multiple sites, daily backups, 99.9% up time. We can keep going, while others can't.

WHY CHOOSE CBA?

- A. CBA is licensed or holds certificates of authority to collect in all fifty states. CBA's nationwide scope is a competitive advantage because it allows us to collect for several national clients with customers across the United States. No matter where the customer moves, CBA has the authority to contact them in their state of residency to take collection action upon the account. Having a substantial national market penetration in receiving thousands of accounts across the U.S. each month, CBA can allocate resources for skiptracing and collection efforts that apply to all markets because we have active, current, and ongoing collection efforts in every state.
 - The map below shows CBA presence across the United States, with the darker colors representing a higher concentration of accounts in these states, like California.



Left Credit Reporting

CBA reports to all three national credit bureaus regularly. After the initial validation period of 33 days from assignment, Collection Bureau of America will report to all 3 major credit bureaus: Trans Union, Equifax, and Experian. In addition, CBA is always willing to tailor our credit reporting time periods to accommodate our Client's individual needs. CBA's sophisticated Columbia Ultimate Business System can alter each account's status code to prevent accounts from being credit reported. CBA follows all FCRA and FACT act regulations.

B. City will have access to CBA's MyCBA online client portal for 24x7x365 access to detailed account information, payment data, reporting data and secure file and email interactions.



▲ AAR360 is the auditing entity that audited CBA for our Soc II Type I attestation and certification, below shows our current report status. The entire report can be provided to the City upon request.





Collection Bureau of America Independent Service Auditor's Report on Controls at a Service Organization Relevant to Security (SOC 2 Type 2)

October 1, 2021, through September 30, 2022



Pricing Proposal

Category	Fee
A. Regular Collection	25% commission rate – no collection, no fee, net delivered price
B. Court / Legal Action	35% commission rate – no collection, no fee
C . Transfer Out of Area	CBA performs all collection work, no matter where an account is located, at our facility located at 25954 Eden Landing Road, Hayward, CA 94545. CBA is licensed or has certificates of authority to collect in all 50 United States.

NOVEMBER 14, 2023

<u>ORAL REPORT</u>

CIVIC CENTER FOUNTAIN DESIGN



To: Honorable City Council
From: John Moreno, City Manager
By: Adriana Figueroa, Public Works Director
Date: November 14, 2023

Subject: ORAL REPORT – CIVIC CENTER FOUNTAIN DESIGN

Included in the Fiscal Year 2023-24 Capital Improvements Project budget is the Civic Center Fountain Upgrade. The design firm Studio One Eleven was retained to provide concepts and designs for this project. An informational presentation will be given on the design options and next steps for this project.