



## PUBLIC PARTICIPATION NOTICE

Public Participation Accessibility for the City of Paramount meetings scheduled for **Tuesday, November 28, 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.

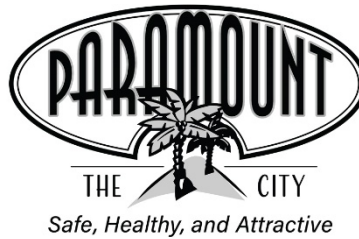
- **E-mail: [crequest@paramountcity.com](mailto:crequest@paramountcity.com)**

E-mail public comments must be received by **5:00 p.m. on Tuesday, November 28, 2023.** The e-mail should specify the following information: 1) Full Name; 2) City of Residence; 3) Phone Number; 4) Public Comment or Agenda Item No; 5) Subject; 6) Written Comments.

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 28, 2023



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

City of Paramount

16400 Colorado Avenue ❖ Paramount, CA 90723 ❖ (562) 220-2000 ❖ [www.paramountcity.com](http://www.paramountcity.com)

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

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

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

## Notes

CALL TO ORDER: Mayor Isabel Aguayo

PLEDGE OF ALLEGIANCE

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

## PRESENTATIONS

1. [VIDEO](#) Veterans Living History Celebration

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## CITY COUNCIL PUBLIC COMMENT UPDATES

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### PUBLIC COMMENTS

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### CONSENT CALENDAR

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

- |    |  |   |
|----|--|---|
| 2. | <a href="#"><u>AWARD OF CONTRACT</u></a> | Installation of 8" Fire Service at 15932 Minnesota Avenue (City Project No. 9410) |
| 3. | <a href="#"><u>APPROVAL</u></a>          | Housing Navigator Agreement with Kingdom Causes Bellflower                        |

### OLD BUSINESS

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- |    |  |   |
|----|--|---|
| 4. | <a href="#"><u>CONTINUED PUBLIC HEARING ORDINANCE NO. 1177 (Recommended continuance)</u></a> | 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 Parcel Number 6236-035-013] in the M-2 (Heavy Manufacturing) Zone |
|----|--|---|

### NEW BUSINESS

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- |    |  |   |
|----|--|---|
| 5. | <a href="#"><u>ORAL REPORT</u></a>       | Community Service Organization Update – Elks Lodge No. 1804   |
| 6. | <a href="#"><u>AWARD OF CONTRACT</u></a> | Home Improvement Program Construction Services at 14910 Calle Las Brisas  |
| 7. | <a href="#"><u>APPROVAL</u></a>          | Professional Services Agreement with Gail M. Goldman Associates, LLC to prepare the City's Public Art Master Plan |

8. [APPROVAL](#) Professional Services Agreement with Moore Iacofano Goltsman, Inc. to prepare Residential Objective Design Standards (ODS) Citywide.

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#### ENVIRONMENTAL SUSTAINABILITY OLD BUSINESS

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9. [ORAL REPORT](#) Follow up on Energy Efficiency and Infrastructure Improvement Project Analysis performed by Willdan Energy Solutions

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#### ENVIRONMENTAL SUSTAINABILITY NEW BUSINESS

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10. [PUBLIC HEARINGS \(Recommended continuance\)](#) Energy Efficiency and Infrastructure Improvement Project by Willdan Energy Solutions
- a) RESOLUTION NO. 23:037 Adopting certain findings and approving Energy Service Contract for energy related improvements to City facilities and infrastructure with Willdan Energy Solutions
- b) APPROVAL Adopt certain findings and approve a finance agreement and related loan documents with Banc of America Public Capital Corp to fund energy related improvements for the City of Paramount

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#### COMMENTS/COMMITTEE REPORTS

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- Councilmembers
- Staff

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#### CLOSED SESSION

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CONFERENCE WITH LEGAL COUNSEL – EXISTING LITIGATION  
Government Code § 54956.9(d)(1) – One (1) case  
Communities for a Better Environment; East Yard Communities for Environmental Justice; and Center for Biological Diversity v. City of Paramount – Case No. 22STCP01875

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#### ADJOURNMENT

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To a meeting on December 12, 2023 at 6:00 p.m.

NOVEMBER 28, 2023

VIDEO

VETERANS LIVING HISTORY CELEBRATION

NOVEMBER 28, 2023

AWARD OF CONTRACT

INSTALLATION OF 8" FIRE SERVICE AT 15932 MINNESOTA AVENUE  
(CITY PROJECT NO. 9410)

MOTION IN ORDER:

IT IS RECOMMENDED THAT THE CITY COUNCIL AWARD THE CONTRACT FOR THE INSTALLATION OF 8" FIRE SERVICE AT 15932 MINNESOTA AVENUE TO STEPHEN DORECK EQUIPMENT RENTALS, INC., PICO RIVERA, CALIFORNIA, IN THE AMOUNT OF \$65,150, AND AUTHORIZE THE MAYOR OR HER DESIGNEE TO EXECUTE THE AGREEMENT.

MOTION:

MOVED BY: \_\_\_\_\_

SECONDED BY: \_\_\_\_\_

[ ] APPROVED

[ ] DENIED

ROLL CALL VOTE:

AYES: \_\_\_\_\_

NOES: \_\_\_\_\_

ABSENT: \_\_\_\_\_

ABSTAIN: \_\_\_\_\_



**To:** Honorable City Council  
**From:** John Moreno, City Manager  
**By:** Adriana Figueroa, Public Works Director  
Celina Sanchez, Management Analyst  
**Date:** November 28, 2023

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**Subject: AWARD OF CONTRACT FOR INSTALLATION OF 8" FIRE SERVICE AT 15932 MINNESOTA AVENUE (CITY PROJECT NO. 9410)**

## **BACKGROUND**

Each year, the City's Capital Improvement Program (CIP) budget incorporates a project dedicated to the installation of new water services for private properties. These projects are requested and funded by property owners and private developers. Nevertheless, the City Water Division supervises these projects to guarantee their seamless integration with our water system.

## **DISCUSSION**

On Thursday, October 26, 2023 the City published the Request for Proposals in the Paramount Journal and on the City's website.

On Thursday, November 9, 2023 the Director of Public Works opened and examined the bids for the Installation of 8" Fire Service at 15932 Minnesota Avenue. The bids were opened at 11:00 AM at the City Yard.

Three (3) bids were received and the apparent low bid submitted by Stephen Doreck Equipment Rentals, Inc. amounted to \$65,150. Bids received ranged from \$65,150 to \$125,950.

The following is a breakdown of estimated total project costs:

Project:	\$ 65,150
Contingency (10%):	<u>+\$ 6,515</u>
Total Estimated:	\$ 71,665

## **FISCAL IMPACT**

The total project amount is \$71,665. There is currently no fiscal impact to the City. Funding covering the installation of the fire service will be paid in full by the property owner before the contractor commences work and released upon the City Water Division staff's final inspection.

## **VISION, MISSION, VALUES, AND STRATEGIC OUTCOMES**

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

## **RECOMMENDED ACTION**

It is recommended that the City Council award the contract for the Installation of 8" Fire Service at 15932 Minnesota Avenue (City Project No. 9410) to Stephen Doreck Equipment Rentals, Inc., Pico Rivera, CA, California, in the amount of \$65,150, and authorize the Mayor or her designee to execute the agreement.



JOB NAME: Installation of 8" Fire Service at 15932 Minnesota Avenue (CIP 9410)

BID DATE: Thursday, November 9, 2023

BID TIME: 11:00 AM

	<b><u>Company Name</u></b>	<b><u>Company Address</u></b>	<b><u>Bid Amount</u></b>
1.	Stephen Doreck Equipment Rentals, Inc.	Pico Rivera, CA	\$ 65,150.00
2.	Valverde Construction, Inc.	Santa Fe Springs, CA	\$ 98,300.00
3.	Drill Sub, Inc.	Corona, CA	\$125,950.00

**SERVICE AGREEMENT BY AND BETWEEN THE  
CITY OF PARAMOUNT  
AND  
CONTRACTOR NAME  
FOR THE INSTALLATION OF 8" FIRE SERVICE  
AT 15932 MINNESOTA AVENUE**

THIS AGREEMENT is made and entered into this 28<sup>th</sup> day of November, 2023 by and between the CITY OF PARAMOUNT, hereinafter referred to as the "CITY," and CONTRACTOR NAME, hereinafter referred to as the "CONTRACTOR."

**I. RECITAL**

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

**II. TERMS AND CONDITIONS**

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

B. TERMS. This AGREEMENT shall commence as of the 28<sup>th</sup> 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. SCOPE OF SERVICES. Under the supervision of the Director of Public Works or her designee, the CONTRACTOR shall provide all services as detailed in the CONTRACTOR'S Proposal dated November 9, 2023 and attached herein as Exhibit A". In the event of any conflict between the provisions of this AGREEMENT and Exhibit "A," the terms of this AGREEMENT shall prevail.

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

D. COMPENSATION. During the term of this AGREEMENT, the CITY shall compensate the CONTRACTOR for the services described as detailed in Exhibit "A".

Invoices for payment shall be submitted on a monthly basis and shall be approved by the Director of Public Works or her designee.

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

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

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

F. INDEPENDENT CONTRACTOR.

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

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

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

G. INDEMNIFICATION.

(a) All officers, agents, employees, sub-Contractors, their agents, officers and employees who are hired by or engaged by CONTRACTOR in the performance of this Agreement shall be deemed officers, agents and

employees and sub-Contractors of CONTRACTOR, and City shall not be liable or responsible to them for anything whatsoever.

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

H. PREVAILING WAGES.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

S. CHANGES. The CITY or CONTRACTOR may request changes in the scope of the services of the CONTRACTOR to be performed hereunder. Such changes, including any increase or decrease in the amount of the CONTRACTOR'S compensation, which are mutually agreed upon by and between the CITY and the CONTRACTOR, shall be incorporated in written amendments to this AGREEMENT.

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

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

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

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

### III. EQUAL EMPLOYMENT OPPORTUNITY

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

#### A. EQUAL OPPORTUNITY.

- (a) The CONTRACTOR will not discriminate against any employee or applicant for employment because of race, creed, sex, color, or national origin. The CONTRACTOR will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, creed, sex, color, or national origin. Such action shall include, but not be limited to the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The CONTRACTOR agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the CITY setting forth the provisions of this non-discrimination clause.
- (b) The CONTRACTOR will, in all solicitation or advertisements for employees placed by or on behalf of the CONTRACTOR, state that all qualified applicants will receive consideration for employment without regard to race, creed, color, sex, or national origin.
- (c) The CONTRACTOR will cause the foregoing provisions to be inserted in all subcontracts for any work covered by this AGREEMENT so that such provisions will be binding upon each subcontractor, provided that the foregoing provisions shall not apply to contracts or subcontracts for standard commercial supplies or raw materials.
- (d) The CONTRACTOR will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.
- (e) The CONTRACTOR will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by the rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the CITY and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.
- (f) In the event of the CONTRACTOR'S non-compliance with the equal opportunity clauses of this AGREEMENT or with any of such rules, regulations, or orders, this AGREEMENT may be canceled, terminated, or suspended in whole or in part and the CONTRACTOR may be declared ineligible for further government contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.



(g) The CONTRACTOR will include the provisions of paragraphs (1) through (6) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to Section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The CONTRACTOR will take such action with respect to any subcontract or purchase order as the CITY may direct as a means of enforcing such provisions, including sanctions for non-compliance; provided, however, that in the event the CONTRACTOR becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the CITY, the CONTRACTOR may request the United States to enter into such litigation to protect the interests of the United States.

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

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

#### IV. CONFLICT OF INTEREST

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

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

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

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

AGREEMENT; and the CONTRACTOR shall take appropriate steps to assure compliance.

#### V. NOTICES

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

To the CONTRACTOR:	Contractor Name Address Line 1 Address Line 2
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

#### CONTRACTOR NAME

By: \_\_\_\_\_  
Adriana Figueroa, Public Works  
Director

By: \_\_\_\_\_  
Name, Title

#### ATTEST:

By: \_\_\_\_\_  
Heidi Luce, City Clerk

#### APPROVED AS TO FORM:

By: \_\_\_\_\_  
John E. Cavanaugh, City Attorney

EXHIBIT "A"



# REQUEST FOR BID BID PROPOSAL SHEET

City Project – **INSTALLATION OF 8" FIRE SERVICE**  
located at 15932 Minnesota Ave., 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, November 9, 2023 at the hour of 11:00 a.m.** at the following address:

City of Paramount – Public Works Department  
Attn: David Arellano  
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: \$ 65,150.00

Signature of Bidder 

Firm Name Stephen Doreck Equipment Rentals, Inc.

Business Address 9075 Telegraph Road, Pico Rivera, CA 90660

Telephone No. 562-949-4949

Bidder's Contractor License No. 665471 DIR No. 1000011335

Dated this 8th day of November, 2023.

NOVEMBER 28, 2023

HOUSING NAVIGATOR AGREEMENT WITH KINGDOM CAUSES  
BELLFLOWER

MOTION IN ORDER:

APPROVE AND AUTHORIZE THE MAYOR OR CITY MANAGER TO  
EXECUTE THE HOUSING NAVIGATOR AGREEMENT WITH KINGDOM  
CAUSES BELLFLOWER IN THE AMOUNT NOT TO EXCEED \$50,000.

MOTION:

MOVED BY: \_\_\_\_\_

SECONDED BY: \_\_\_\_\_

[ ] APPROVED

[ ] DENIED

ROLL CALL VOTE:

AYES: \_\_\_\_\_

NOES: \_\_\_\_\_

ABSENT: \_\_\_\_\_

ABSTAIN: \_\_\_\_\_



**To:** Honorable City Council

**From:** John Moreno, City Manager

**By:** Margarita Matson, Public Safety Director  
Steven Coumparoules, Community  
Preservation Manager

**Date:** November 28, 2023

---

**Subject: HOUSING NAVIGATOR AGREEMENT WITH KINGDOM CAUSES BELLFLOWER**

## **BACKGROUND**

The City has continuously sought opportunities to develop long-term housing transition resources that can help supplement the short-term housing solutions provided by the Salvation Army Bell Shelter to our unhoused neighbors. Kaiser Permanente's Community Health Contributions Grant provided an opportunity to enhance our efforts in this arena. During the Fiscal Year 2023–2024 funding period, Kaiser Permanente identified five areas that they would consider funding, including homelessness and housing. The City of Paramount applied for and was awarded \$50,000 through this grantmaking program.

## **DISCUSSION**

At the September 12, 2023 City Council meeting, the City Council approved a grant agreement with Kaiser Permanente for a Housing Navigator. Staff is proposing to contract for a Housing Navigator with Kingdom Causes Bellflower from December 1, 2023, to August 31, 2024. The Housing Navigator position would consist of a dedicated professional who would guide individuals who have accepted shelter placement at the Salvation Army Bell Shelter or families who are being serviced by our other non-profit partner Family Promise of the South Bay through the housing resource process, ensuring that they have access to stable and secure long-term housing. The duties would include assisting these individuals with locating available housing resources, navigating the application process, and connecting them with necessary supportive services. The Housing Navigator will also play a crucial role in advocating for the homeless and working to address any barriers that they may face in obtaining housing. Additionally, the Housing Navigator may collaborate with other service providers, such as social workers and case managers, to coordinate efforts and ensure a comprehensive approach to meeting the needs of the individuals and families that they serve. Ultimately, the goal is to help individuals experiencing homelessness find and maintain safe and affordable housing, while promoting their overall stability and well-being.

We have had a long history of partnering with Kingdom Causes Bellflower. They have provided outreach to our homeless neighbors via a contract with Gateway COG, they administered our Homeless Rental Assistance Program from 2020-2022, and most recently they updated our City Homeless Plan.

### **FISCAL IMPACT**

Funding for the Housing Navigator Agreement is included in the FY 2023-24 Adopted Budget using the Kaiser Permanente Community Health Contribution Grant funds in the amount of \$50,000. The term of the Agreement is from December 1, 2023, to August 31, 2024.

### **VISION, MISSION, VALUES, AND STRATEGIC OUTCOMES**

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

### **RECOMMENDED ACTION**

It is recommended that the City Council approve and authorize the Mayor or City Manager to execute the Housing Navigator Agreement with Kingdom Causes Bellflower in the amount not to exceed \$50,000.

## **AGREEMENT FOR HOUSING NAVIGATOR SERVICES**

**THIS AGREEMENT** is made and effective as of December 1, 2023, between City of Paramount, a municipal corporation ("City") and, Kingdom Causes Bellflower ("Vendor"). In consideration of the mutual covenants and conditions set forth herein, the parties agree as follows:

1. **TERM**

This Agreement shall be effective December 1, 2023 and shall terminate on August 31, 2024.

2. **SERVICES**

Subject to the terms of this Agreement, Vendor shall perform the scope of work identified in Exhibit "A" attached hereto and incorporated herein by this reference. This includes but is not limited to providing all services necessary for City. If there is any conflict between Exhibit "A" and this Agreement, the provisions of this Agreement shall prevail.

3. **PERFORMANCE**

Vendor shall employ, at a minimum, generally accepted standards and practices utilized by persons engaged in providing similar services as are required of Vendor hereunder in meeting its obligations under this Agreement.

4. **MANAGEMENT**

The City's City Manager or designee shall represent City in all matters pertaining to the administration of this Agreement and shall review and approve all services submitted by Vendor. The Public Safety Director is authorized to execute all necessary documents.

5. **PAYMENT**

(a) The City agrees to pay Vendor, in accordance with the payment rates and terms and the schedule of payment as set forth in Vendor's proposal, Exhibit "A", attached hereto and incorporated herein by reference as if fully set forth herein.

(b) Vendor shall not be compensated for any services rendered in connection with its performance of this Agreement, which are in addition to those set forth herein, unless such additional services are authorized in advance and in writing by the Public Safety Director; provided, however, the Public Safety Director may approve additional work not to exceed ten percent (10%) of the amount of the Agreement but not to exceed ten-thousand dollars (\$10,000). Vendor shall not be compensated for any additional services in the amounts greater than

that authorized herein by the Public Safety Director unless agreed to by the City Council.

- (c) Vendor will submit invoices for services based on the schedule of payment as set forth in Exhibit "A". Invoices shall be submitted on a monthly basis for services provided. If the City disputes any of Vendor's fees it shall give written notice to Vendor within two (2) weeks of receipt of an invoice of any disputed fees set forth on the invoice.

6. **SUSPENSION OR TERMINATION OF AGREEMENT WITHOUT CAUSE**

- (a) The City may at any time, for any reason, with or without cause, suspend or terminate this Agreement, or any portion hereof, by serving upon the Vendor at least thirty (30) days prior written notices. Upon receipt of said notice, the Vendor shall immediately cease all work under this Agreement, unless the notice provides otherwise. If the City suspends or terminates a portion of this Agreement such suspension or 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 the Vendor for services up to the date of termination based on the schedule of payment as set forth in Exhibit "A". Upon termination of the Agreement pursuant to this Section, the Vendor will submit an invoice to the City pursuant to Section 5.

7. **DEFAULT OF VENDOR**

- (a) The Vendor's failure to comply with the provisions of this Agreement shall constitute a default. In the event that Vendor is in default for cause under the terms of this Agreement, City shall have no obligation or duty to continue compensating Vendor for any work performed after the date of default and can terminate this Agreement immediately by written notice to the Vendor. If such failure by the Vendor to make progress in the performance of work hereunder arises out of causes beyond the Vendor's control, and without fault or negligence of the Vendor, it shall not be considered a default.
- (b) If the City determines that the Vendor is in default in the performance of any of the terms or conditions of this Agreement, City shall cause to be served upon the Vendor a written notice of the default. The Vendor shall have ten (10) days after service upon it of said notice in which to cure the default by rendering a satisfactory performance. In the event that the Vendor 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. **INDEMNIFICATION**

Vendor shall indemnify, defend, and hold harmless the City, and its officers, employees and agents, from and against any and all causes of action, claims, liabilities, obligations, judgments, or damages, including reasonable legal counsels' fees and costs of litigation ("claims"), arising out of the Vendor's performance of its obligations under this Agreement or out of the operations conducted by Vendor, except for such loss or damage arising from the sole negligence or willful misconduct of the City. In the event the City indemnitees are made a party to any action, lawsuit, or other adversarial proceeding arising from Vendor's performance of this Agreement, the Vendor shall provide a defense to the City indemnitees or at the City's option, reimburse the City indemnities their costs of defense, including reasonable legal 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 Vendor and City, as to whether liability arises from the sole negligence of the City or its officers, employees, or agents, Vendor 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. Vendor 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.

9. **NON-LIABILITY OF CITY OFFICERS AND EMPLOYEES**

No officer or employee of City will be personally liable to Vendor, in the event of any default or breach by the City or for any amount that may become due to Vendor.

10. **INSURANCE**

Without limiting Vendor's indemnification of City, and prior to commencement of Work, Vendor shall obtain, provide and maintain at its own expense during the term of this Agreement, policies of insurance of the type and amounts described below and in a form that is satisfactory to City.

**General liability insurance.** Vendor shall maintain commercial general liability insurance with coverage at least as broad as Insurance Services Office form CG 00 01, in an amount not less than \$1,000,000 per occurrence, \$2,000,000 general aggregate, for bodily injury, personal injury, and property damage. The policy must include contractual liability that has not been amended. Any endorsement restricting standard ISO "insured contract" language will not be accepted.

**Automobile liability insurance.** Vendor shall maintain automobile insurance at least as broad as Insurance Services Office form CA 00 01 covering bodily injury and property damage for all activities of the Vendor arising out of or in connection with Work to be performed under this Agreement, including coverage for any owned, hired, non-owned or rented vehicles, in an amount not less than \$1,000,000 combined single limit for each accident.

**Workers' compensation insurance.** Vendor shall maintain Workers' Compensation Insurance (Statutory Limits) and Employer's Liability Insurance (with limits of at least \$1,000,000).

Vendor shall submit to City, along with the certificate of insurance, a Waiver of Subrogation endorsement in favor of City, its officers, agents, employees and volunteers.

#### **Other provisions or requirements**

**Proof of insurance.** Vendor shall provide certificates of insurance to City as evidence of the insurance coverage required herein, along with a waiver of subrogation endorsement for workers' compensation. Insurance certificates and endorsements must be approved by City's Risk Manager prior to commencement of performance. Current certification of insurance shall be kept on file with City at all times during the term of this contract. City reserves the right to require complete, certified copies of all required insurance policies, at any time.

**Duration of coverage.** Vendor shall procure and maintain for the duration of the contract insurance against claims for injuries to persons or damages to property, which may arise from or in connection with the performance of the Work hereunder by Vendor, his agents, representatives, employees or sub-vendors.

**Primary/noncontributing.** Coverage provided by Vendor shall be primary and any insurance or self-insurance procured or maintained by City shall not be required to contribute with it. The limits of insurance required herein 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 City before the City's own insurance or self-insurance shall be called upon to protect it as a named insured.

**City's rights of enforcement.** In the event any policy of insurance required under this Agreement does not comply with these specifications or is canceled and not replaced, City has the right but not the duty to obtain the insurance it deems necessary and any premium paid by City will be promptly reimbursed by Vendor or City will withhold amounts sufficient to pay premium from Vendor payments. In the alternative, City may cancel this Agreement.

**Acceptable insurers.** All insurance policies shall be issued by an insurance company currently authorized by the Insurance Commissioner to transact business of insurance or is on the List of Approved Surplus Line Insurers in the State of California, with an assigned policyholders' Rating of A- (or higher) and Financial Size Category Class VII (or larger) in accordance with the latest edition of Best's Key Rating Guide, unless otherwise approved by the City's Risk Manager.

**Waiver of subrogation.** All insurance coverage maintained or procured pursuant to this Agreement shall be endorsed to waive subrogation against City, its elected or appointed officers, agents, officials, employees and volunteers or shall specifically allow Vendor or others providing insurance evidence in compliance with these specifications to waive their right of recovery prior to a loss. Vendor hereby waives its own right of recovery against City and shall require similar written express waivers and insurance clauses from each of its sub-vendors.

**Enforcement of contract provisions (non estoppel).** Vendor acknowledges and agrees that any actual or alleged failure on the part of the City to inform Vendor of non-compliance with any requirement imposes no additional obligations on the City nor does it waive any rights hereunder.

**Requirements not limiting.** Requirements of specific coverage features or limits contained in this Section are not intended as a limitation on coverage, limits or other requirements, or a waiver of any coverage normally provided by any insurance. Specific reference to a given coverage feature is for purposes of clarification only as it pertains to a given issue and is not intended by any party or insured to be all inclusive, or to the exclusion of other coverage, or a waiver of any type. If the Vendor maintains higher limits than the minimums shown above, the City requires and shall be entitled to coverage for the higher limits maintained by the Vendor. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to the City.

**Notice of cancellation.** Vendor agrees to oblige its insurance agent or broker and insurers to provide to City with a thirty (30) day notice of cancellation (except for nonpayment for which a ten (10) day notice is required) or nonrenewal of coverage for each required coverage.

**Additional insured status.** General liability policies shall provide or be endorsed to provide that City and its officers, officials, employees, and agents shall be additional insureds under such policies. This provision shall also apply to any excess/umbrella liability policies.

**Prohibition of undisclosed coverage limitations.** None of the coverages required herein will be in compliance with these requirements if they include any limiting endorsement of any kind that has not been first submitted to City and approved of in writing.

**Separation of insureds.** A severability of interests provision must apply for all additional insureds ensuring that Vendor's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the insurer's limits of liability. The policy(ies) shall not contain any cross-liability exclusions.

**Pass through clause.** Vendor agrees to ensure that its sub-vendors, sub-contractors, and any other party involved with the project who is brought onto or involved in the project by Vendor, provide the same minimum insurance coverage

and endorsements required of Vendor. Vendor agrees to monitor and review all such coverage and assumes all responsibility for ensuring that such coverage is provided in conformity with the requirements of this section. Vendor agrees that upon request, all Agreements with Vendors, sub-vendors, and others engaged in the project will be submitted to City for review.

**Self-insured retentions.** Any self-insured retentions must be declared to and approved by City. City reserves the right to require that self-insured retentions be eliminated, lowered, or replaced by a deductible. Self-insurance will not be considered to comply with these specifications unless approved by City.

**Timely notice of claims.** Vendor shall give City prompt and timely notice of claims made or suits instituted that arise out of or result from Vendor's performance under this Agreement, and that involve or may involve coverage under any of the required liability policies.

**Additional insurance.** Vendor shall also procure and maintain, at its own cost and expense, any additional kinds of insurance, which in its own judgment may be necessary for its proper protection and prosecution of the Work.

11. **NOTICES**

Any notices which either party may desire to give to the other party under this Agreement must be in writing and may be given either by (i) personal service, (ii) delivery by a reputable document delivery service, such as but not limited to, Federal Express, which provides a receipt showing date and time of delivery, or (iii) mailing in the United States Mail, certified mail, postage prepaid, return receipt requested, addressed to the address of the party as set forth below or at any other address as that party may later designate by notice:

To City:	City of Paramount Attention: Margarita Matson 15001 Paramount Blvd. Paramount, CA 90723
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To Vendor Name	Kingdom Causes Bellflower Attention: Andrew San Nicolas 16429 Bellflower Blvd. Bellflower, CA 90706
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12. **ASSIGNMENT**

The Vendor shall not assign the performance of this Agreement, nor any part thereof, nor any monies due hereunder, to any sub-vendor without prior written consent of the City. Such written consent shall not be unreasonably withheld.

13. **LICENSES**

At all times during the term of this Agreement, Vendor shall have in full force and effect, all licenses required of it by law for the performance of the services described in this Agreement.

14. **CITY BUSINESS LICENSE**

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

15. **GOVERNING LAW**

The City and Vendor 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 of Paramount.

16. **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 agreements, understandings, representations, and statements, oral or written, are merged into this Agreement and shall be of no further 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.

17. **SEVERABILITY**

The invalidity in whole or in part of any provision of this Agreement shall not void or affect the validity of the other provisions of this Agreement.

18. **CONTENTS OF PROPOSAL**

Vendor is bound by the contents of the proposal submitted by the Vendor, Exhibit "A" hereto.

19. **ATTORNEY'S FEES**

If any action at law or suit in equity, including an action for declaratory relief, is brought by either party with respect to this Agreement, the prevailing party shall be entitled to reasonable attorney's fees, in addition to any other relief to which it may be entitled, and such amount may be added to, and made a part of, such judgment.

20. **AUTHORITY TO EXECUTE THIS AGREEMENT**

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

21. **WAIVER**

The waiver by either party of a breach by the other of any provision of this agreement shall not constitute a continuing waiver or a waiver of any subsequent breach of either the same or a different provision of this agreement.

22. **AMENDMENTS**

This Agreement may be modified or amended only by a written document executed by both Vendor and the City and approved as to form by the City Attorney. Such document shall expressly state that it is intended by the parties to amend the terms and conditions of this Agreement.

**- SIGNATURES ON FOLLOWING PAGE –**

**IN WITNESS WHEREOF**, the parties hereto have caused this Agreement to be executed on the date first written above.

CITY OF PARAMOUNT

VENDOR NAME

By: \_\_\_\_\_  
John Moreno, City Manager

By: \_\_\_\_\_  
Andrew San Nicolas, Executive Director

ATTEST:

By: \_\_\_\_\_  
Heidi Luce, City Clerk

APPROVED AS TO FORM:

By: \_\_\_\_\_  
John Cavanaugh, City Attorney

[HTTPS://PARAMOUNTCITY1957.SHAREPOINT.COM/SITES/PUBLICSAFETY/MANAGMENT/WP/COUNCIL](https://PARAMOUNTCITY1957.SHAREPOINT.COM/SITES/PUBLICSAFETY/MANAGMENT/WP/COUNCIL)    REPORTS/KCB\_HOUSING    NAV  
AGREEMENT 11.28.23.DOCX



## PROPOSAL: Housing Navigation - PHLA Program (Paramount Homeless Prevention & Retention)

### **TITLE:**

Housing Navigator for Paramount PHLA Program

### **SUMMARY:**

Kingdom Causes Bellflower (KCB) would like to provide a Housing Navigator (HN) for the implementation of Paramount's PHLA program specifically focusing on working with the Bell Shelter and Family Promise of the South Bay. We believe having this HN will ensure the full implementation of the program, providing housing stability for 8-10 low-income Paramount neighbors by providing long term rental assistance, utility assistance and case management to ensure high retention rates.

### **ABOUT OUR ORGANIZATION:**

Kingdom Causes Bellflower's mission is to mobilize the community & provide transformative services so that all neighbors have a place to live, work, and belong. KCB helps people get off the street, provides support services to those at risk of homelessness, creates pathways to sustainable work through social enterprise, and offers ongoing training and education to the community. We strongly believe that all of us are better than any of us. We value people over programs and relationships over systems.

Tax ID: 95-4849998

### **PROJECT STAFFING:**

KCB believes this HN is needed in order for the PHLA Program to run successfully. This position would work with the neighbors to complete the screening and application process, conduct landlord mediation as needed and work closely with other KCB case managers to gain an understanding of the process and documentation. This HN will be supervised by KCB's Director of Housing Programs who will provide supervision, final approval of financial assistance, oversight on budget management and preparing checks to go directly to pre vetted and qualified Owners/Landlords.

### **OUR EXPERIENCE:**



Currently, KCB serves as one of the four lead agencies conducting outreach and housing efforts in eight cities within SPA 6 and SPA 7. In doing so, KCB manages several county grants facilitated by People Assisting the Homeless (PATH) and United Way, consistently housing the most vulnerable of our region's homeless population. KCB has advocated for retention/prevention programs within homeless services resulting in obtaining several rental assistance contracts within the cities of Paramount, Bellflower and Norwalk. KCB has held various affordable housing and rental assistance programs specifically within the city of Bellflower since 2009.

KCB firmly believes in serving all our neighbors, regardless of race, religion, age, gender, political views or sexual identity. KCB's experience and training have provided the key tools to walk alongside neighbors who may be experiencing barriers such as substance abuse disorder, mental health issues, traumatic life events and housing and employment barriers. In partnership with the Coordinated Entry System, KCB continues to link neighbors in the Southeast LA cities to services such as medical care, mental health services, mainstream benefits, and other community resources. Although KCB serves individuals, the majority of the households we have assisted with the other prevention programs are families.

### **HOUSING NAVIGATION:**

By providing Housing Navigation for the PHLA project, this program will directly affect the number of people in the city of Paramount who may experience homelessness. At the rate that people are experiencing homelessness in Southeast LA, having the ability to provide Housing Navigation for the PHLA program is ideal to reach people in need of assistance in order to disrupt the cycle of homelessness in the city. Where there is housing stability, there is strength. Housing stability strengthens neighbors by fostering and nurturing a healthy environment for them to thrive in.

KCB does not have any direct project partners but we will be intentionally collaborating with Bell Shelter, and Family Promise of the South Bay for referrals and resources.

### **OUR MEASURABLE OUTCOMES:**

Between November 1, 2023, and April 31, 2024, KCB will provide Housing Navigation to spend down the \$138,000 in PLHA grant funding to house and prevent homelessness for 8-10 low-income neighbors in Paramount, CA by providing financial assistance and case management services.

<b>Inputs</b>	<b>Activities</b>	<b>Outputs</b>	<b>Outcomes</b>
Grant Funding	Retention Rental Assistance	8-10 Paramount low-income Neighbors served.	95% households served will retain their housing for at least 6 months
Housing Navigator	Landlord Mediation		
Community Relationships	Case Management		

### **OUR EVALUATION PLAN:**

To keep track of progress and various data components within the program, KCB keeps a detailed spreadsheet of program participant demographics, financial assistance amounts, and other key reporting metrics. This aids KCB in understanding who is accessing the programs and other trends. The screening and application process happens at the point of contact and can be re-evaluated monthly as the household's need for assistance continues. This ensures that KCB is collecting the appropriate documentation for each household for proof of qualification and or hardship.

Each month an excel report is generated totaling the amount of assistance provided and the total number of individuals and households prevented from experiencing homelessness. In these reports KCB also notes if households are connected to additional resources for further care. KCB also has Spanish speaking staff and use translation services in the community to help break down language barriers. During the application process, case managers are transparent about what qualifications need to be met in order to proceed with the program. Case managers also speak with neighbors about expectations of both the program and the neighbors during the case management period.

### **ELIGIBILITY & SCREENING PROTOCOLS:**

- Households must meet basic eligibility requirements:
  - There must be proof of hardship
  - Homeless or imminently homeless (homeless verification)
- Paramount residency
- Adult applicants must provide:
  - Valid ID
  - Social Security Card or other documents if undocumented
- A thorough assessment of the household's ability to earn, sustain and manage income

in order to remain sustainably housed after the completion of the rental assistance is conducted with all applicants.

- Case Management Plan will include a financial assessment where necessary and household stability plan
- Assistance for each family will be documented and tracked through systems currently used by KCB staff (i.e., Coordinated Entry System and/ or spreadsheets)

### **COMMUNITY PARTICIPATION:**

KCB values community tremendously and will continue to partner with community organizations, churches and other groups to help connect and stabilize neighbors. KCB hopes to get valuable feedback from Paramount on what trends they see regarding the needs in the community, and what needs are being met or not. We also would like to receive referrals from neighbors that may be a part of other programs such as Bell Shelter and the school district. KCB wants to see neighbors thrive and this cannot be done alone.

### **OUR BUDGET**

\$50,000 – Housing Navigator (100%)

NOVEMBER 28, 2023

CONTINUED PUBLIC HEARING

ORDINANCE NO. 1177/DEVELOPMENT AGREEMENT NO. 23-1

DANIEL FREEDMAN/JEFFER MANGELS BUTLER & MITCHELL, LLC FOR  
SOBEIDA FILIPPI

MOTION IN ORDER:

CONTINUE THE PUBLIC HEARING TO DECEMBER 12, 2023.

MOTION:

MOVED BY: \_\_\_\_\_

SECONDED BY: \_\_\_\_\_

[ ] APPROVED

[ ] DENIED

ROLL CALL VOTE:

AYES: \_\_\_\_\_

NOES: \_\_\_\_\_

ABSENT: \_\_\_\_\_

ABSTAIN: \_\_\_\_\_



**To:** Honorable City Council

**From:** John Moreno, City Manager

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

**Date:** November 28, 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. On November 14, 2023, the City Council continued the public hearing to the November 28, 2023 City Council meeting. The applicant and City Attorney require additional time to further discuss the revenue sharing aspects of the development agreement. At this time, staff recommends that the City Council continue the public hearing to the December 12, 2023 City Council meeting.

### **RECOMMENDED ACTION**

It is recommended that the City Council continue the public hearing for Ordinance No. 1177 to the December 12, 2023 City Council meeting.

NOVEMBER 28, 2023

ORAL REPORT

COMMUNITY SERVICE ORGANIZATION UPDATE – ELKS LODGE #1804



**To:** Honorable City Council

**From:** John Moreno, City Manager

**By:** David Johnson, Community Services Director

**Date:** November 28, 2023

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**Subject: ORAL REPORT - COMMUNITY SERVICE ORGANIZATION UPDATE – ELKS LODGE #1804**

An oral report providing an overview of the services Elks Lodge #1804 provides to the Paramount community will be presented at the City Council meeting.

NOVEMBER 28, 2023

AWARD OF CONTRACT

HOME IMPROVEMENT PROGRAM CONSTRUCTION SERVICES AT 14910  
CALLE LAS BRISAS

MOTION IN ORDER:

AWARD THE CONTRACT FOR CONSTRUCTION SERVICES TO  
BASHFORD ENTERPRISES IN THE TOTAL AMOUNT OF \$23,712.00 FROM  
FEDERAL HOME FUNDS AND PROPERTY OWNER CONTRIBUTIONS  
FOR HOME IMPROVEMENT PROGRAM CONSTRUCTION SERVICES AT  
14910 CALLE LAS BRISAS.

MOTION:

MOVED BY: \_\_\_\_\_

SECONDED BY: \_\_\_\_\_

[ ] APPROVED

[ ] DENIED

ROLL CALL VOTE:

AYES: \_\_\_\_\_

NOES: \_\_\_\_\_

ABSENT: \_\_\_\_\_

ABSTAIN: \_\_\_\_\_



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

---

**Subject: AWARD OF CONTRACT – HOME IMPROVEMENT PROGRAM  
CONSTRUCTION SERVICES AT 14910 CALLE LAS BRISAS**

## **BACKGROUND**

The Paramount Home Improvement Program is funded with Federal Home Investment Partnership (HOME) monies and is intended to provide improvements for owner-occupied, single-family detached dwellings and mobile homes on fixed foundations. Grant funds only cover City-approved improvements, and applicants must meet strict guideline criteria as an income-qualifying senior (at least 62 years of age with household income at or below 80% of area median income) or as a low-to-moderate-income household (50% of the area median income for a particular household size). The City uses HOME funds to provide necessary improvements and correct deficient construction. The general contractor works closely with staff to ensure compliance with the Building Code and other construction codes.

## **DESCRIPTION**

This request is for an award of contract for Home Improvement Program construction services at 14910 Calle Las Brisas. The contract is not between the City and a contractor; rather, the City facilitates a contract between the property owner and a contractor.

Below is a photo of the property:





The homeowner solicited three construction bids from a City-approved bid package. Bashford Enterprises was selected as the lowest qualified bidder. Bashford Enterprises is a longstanding contractor in Paramount and has maintained an active “B” General Building Contractor license since 1976. The work to be completed at the residence includes the following (summary attached) – paint the exterior of the house, install new windows, and replace a sliding glass door.

## **Funding**

Under the Home Improvement Program, the City contributes 80% or 90% of project construction costs with the property owner contributing 20% or 10% of the overall cost of construction depending on qualifying household status. A household is eligible to receive a maximum grant of \$21,600 if contributing 80% of project costs or a maximum grant of \$24,300 if contributing 90% of project costs. A project with total construction costs exceeding the combined formula requires the property owner to contribute additional funds.

In this case, the property owner qualifies for a 90% grant. The property owner will receive a loan in the amount of \$2,371.20 from the City and will benefit from a HOME grant in the amount of \$21,340.80.

## **FISCAL IMPACT**

Funding for the Home Improvement Program is included in the Fiscal Year 2023-2024 budget. The approved budget satisfies the required \$21,340.80 HOME funding for this project.

## **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 award the contract for construction services to Bashford Enterprises in the total amount of \$23,712.00 from Federal HOME funds and property owner contributions for Home Improvement Program construction services at 14910 Calle Las Brisas.

**CITY OF PARAMOUNT**  
**Home Improvement Program**  
**Bid Review and Grant/Loan Summary**

Chisholm, Charlie & Emma Lee		Bid Breakdown (as bid-scenario #1)		
14910 Calle Las Brisas		Bashford	Cal Home	VV&G
1	Water Heater: Remove & Replace	NA	NA	NA
2	Exterior Paint-Trim Areas	7,240.00	4,000.00	4,175.00
3	Exterior Paint-Stucco	3,778.00	5,460.00	4,555.00
4	Windows:Remove & Replace	6,902.00	8,900.00	11,785.00
5	Sliding Glass Door: Remove & Replace	3,292.00	2,875.00	2,600.00
6	LBP	NA	NA	NA
7	ACM	NA	NA	NA
	Total Bid Amount	21,212.00	21,235.00	23,115.00
	Contingency	2,500.00	2,500.00	2,500.00
	Total Construction Amount	23,712.00	23,735.00	25,615.00
	LBP ACM Abatement (City)	-	-	-
	City Grant - 90% (max. \$24,300)	21,340.80	21,361.50	23,053.50
	City Loan (0%-Deferred, max. \$8,000)	2,371.20	2,373.50	2,561.50
	Owner Contribution	-	-	-
	Total Construction Amount	23,712.00	23,735.00	25,615.00

NOVEMBER 28, 2023

PROFESSIONAL SERVICES AGREEMENT WITH GAIL M. GOLDMAN  
ASSOCIATES, LLC TO PREPARE THE CITY'S PUBLIC ART MASTER PLAN

MOTION IN ORDER:

APPROVE THE AGREEMENT WITH GAIL M. GOLDMAN ASSOCIATES,  
LLC FOR THE DEVELOPMENT OF THE CITY'S PUBLIC ART MASTER  
PLAN AND AUTHORIZE THE MAYOR OR DESIGNEE TO EXECUTE THE  
AGREEMENT.

MOTION:

MOVED BY: \_\_\_\_\_

SECONDED BY: \_\_\_\_\_

[ ] APPROVED

[ ] DENIED

ROLL CALL VOTE:

AYES: \_\_\_\_\_

NOES: \_\_\_\_\_

ABSENT: \_\_\_\_\_

ABSTAIN: \_\_\_\_\_



**To:** Honorable City Council

**From:** John Moreno, City Manager

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

**Date:** November 28, 2023

---

**Subject: PROFESSIONAL SERVICE AGREEMENT WITH GAIL M. GOLDMAN ASSOCIATES, LLC TO PREPARE THE CITY'S PUBLIC ART MASTER PLAN**

## **BACKGROUND**

This item is a request to approve the professional services agreement with Gail M. Goldman Associates, LLC in the amount not to exceed \$85,000 to prepare the City's Public Art Master Plan. In 1993, the City Council adopted Resolution No. 93:036 which established the collection of Public Art Fees in connection with development projects. Chapter 17.112 of the Municipal Code establishes the public art requirements for private development within Paramount. Despite various programs designed to promote the arts in public places, the City currently does not have a comprehensive Public Art Master Plan.

If approved the agreement with Gail M. Goldman Associates, LLC would further build on the initial requirements and policies. A Public Art Master Plan will strengthen the City's commitment to equal access of cultural and artistic opportunities cultivated by works of art in public places.

## **DISCUSSION**

The City recognizes the importance of visual arts, the value of existing public art projects, and how artists can continue to enhance the public realm. There are currently 33 art sculptures and a combined 39 murals and utility box paintings in the City's outdoor art museum. Further incorporating works of art into public places creates additional opportunities to enhance the appearance and cultural richness of Paramount. The development of a Public Art Master Plan will shape the future of public art in the City. The Public Art Master Plan will provide guidance, articulate a vision and goals, and develop a collection strategy. This strategy would include maintenance; conservation; ownership and deaccession; and identify resources and processes for the commission, acceptance, and placement of public art within the City. The process of developing a Public Art Master Plan provides an opportunity to evaluate and refine the City's existing Public Art programs and develop processes that will allow the Public Art programs to efficiently and effectively solicit and accept public art. Additionally, opportunities for community engagement in the

development of the plan give a voice to the community that is useful in identifying priorities, recurring themes, and inclusiveness. As such, if the contract with Gail M. Goldman Associates is approved, staff would require this consultant to partner with the Latinas Art Foundation for its community outreach and engagement.

### **Gail M. Goldman Associates**

Procuring the services of a highly qualified firm is key to guaranteeing that the final work product is of the highest quality and substantive. Following a thorough search and review of completed public art master plans for cities and other jurisdictions, staff recommends Gail M. Goldman Associates, LLC. The attached proposal highlights the firm's unique qualifications and proposed scope of work. Established in 2000, Gail M Goldman Associates LLC is a leading consulting firm specializing in public art planning, policy development, and project management for government agencies, nonprofit organizations, and private developers. Prior to establishing Gail M. Goldman Associates, LLC, Goldman held a role as director of Art in Public Places Program for the State of Colorado and was the founding director of the Public Art Program for the City of San Diego. Gail M. Goldman Associates, LLC has conducted more than 30 city, county, and transportation-related public art master plans that include policy and legislative analysis, development of administrative guidelines, identification of artwork locations, project goals, artist selection methodology, project implementation, and community engagement.

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

### **FISCAL IMPACT**

The total contract amount will not exceed \$85,000 and has been included in the FY 2023-24 Adopted Budget using Public Art Funds. The term of the Agreement is for one year.

### **VISION, MISSION, VALUES, AND STRATEGIC OUTCOMES**

The City's Vision, Mission, and Values set the standard for the organization; establish priorities, uniformity and guidelines; and provide the framework for policy decisionmaking. The Strategic Outcomes were implemented to provide a pathway to achieving the City's Vision. This item aligns with Strategic Outcomes No. 2: Community Health; No. 5: Attractive and Well-maintained City Infrastructure; and No. 6: Efficient, Effective, and Fiscally Responsible Government.

### **RECOMMENDED ACTION**

It is recommended that the City Council approve the agreement with Gail M. Goldman Associates, LLC for the development of the City's Public Art Master Plan and authorize the Mayor or designee to execute the agreement.

Attachments:

Agreement

Exhibit A – Proposal to Prepare the City of Paramount Public Art Master Plan

## **AGREEMENT FOR PROFESSIONAL SERVICES**

**THIS AGREEMENT** ("Agreement") is made and entered into this 29 day of November 2023, between the City of Paramount, a municipal corporation in Los Angeles County, California, (hereinafter "CITY") and GAIL M GOLDMAN ASSOCIATES, LLC a licensed California firm, with its primary office located at 7660 FAY AVENUE SUITE H PMB 330 LA JOLLA, CA 92037 (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 Public Art Master Plan; and

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

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

#### **1. DESCRIPTION OF SERVICES**

CONSULTANT shall develop a Public Art Master plan for the CITY in a thoughtful and inclusive manner, working closely with designated city staff and key stakeholders 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. COMPENSATION**

- (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 **\$85,000.00**.
- (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 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. 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.

4. TERM OF AGREEMENT

The term of this Agreement shall be for one year effective from **November 29, 2023** or upon reaching the "**not-to-exceed**" compensation amount in this Agreement shall terminate unless amended in accordance with Section 9 hereinbelow.

5. OWNERSHIP OF DOCUMENTS

All 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. TERMINATION OF AGREEMENT WITHOUT CAUSE

- 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. DEFAULT

- 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. AMENDMENT

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

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. 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.

13. INSURANCE

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

☒ 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.

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

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

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

(b) General Provisions.

(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) 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.

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

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

## 14. NOTICES

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

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

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

To CONSULTANT: Gail M Goldman Associates, LLC  
7660 Fay Avenue Suite H PMB 330  
La Jolla, CA 92037

## 15. ASSIGNMENT

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

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

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

16. PERMITS AND LICENSES

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

17. CITY BUSINESS LICENSE

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

18. GOVERNING LAW

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. 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.

20. SEVERABILITY

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

21. AUTHORITY TO EXECUTE THIS AGREEMENT

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

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.

Gail M Goldman Associates, LLC

CITY OF PARAMOUNT  
A Municipal Corporation

BY: \_\_\_\_\_

By: \_\_\_\_\_  
Mayor Isabel Aguayo

Title: \_\_\_\_\_

RECOMMENDED BY:

\_\_\_\_\_  
Name  
Planning Director

APPROVED AS TO FORM:

\_\_\_\_\_  
John E. Cavanaugh  
CITY ATTORNEY

# EXHIBIT A



# City of Paramount Public Art Master Plan

## Proposed Scope, Budget, and Timeline

Gail M. Goldman Associates with Michelle Montjoy  
and Latinas Art Foundation

### I. **CONSULTANT TEAM**

For the City of Paramount public art master plan project, public art professional Gail Goldman is retaining the services of artist Michelle Montjoy who, in addition to her studio work, is an accomplished social practice artist. By creating participatory and engaging art experiences, the social practice artist and activity become a catalyst for personal interaction, social exchange, and conversations about specific interests and priorities--valuing the process over any finished product. In addition, Gail M. Goldman Associates will subcontract with Paramount-based non-profit Latinas Art Foundation to assist with community engagement and outreach.

#### A. **Gail Goldman**

Principal

Gail M. Goldman Associates, LLC

Gail Goldman is a consultant specializing in public art planning, policy development, and project management for government agencies, non-profit organizations, and private developers. On a national, state, and regional level, Goldman has conducted more than 30 city, county, and transportation-related public art master plans that include policy and legislative analysis, development of administrative guidelines, identification of artwork locations and project goals, artist selection methodology, project implementation, and community engagement.

Prior to establishing Gail M. Goldman Associates in June 2000, Goldman was the founding director of the Public Art Program for the City of San Diego and the director of the Art in Public Places Program for the State of Colorado. She began her career in the Design Program at the National Endowment for the Arts in Washington, DC.

Goldman co-founded the Public Art Network (PAN), the first national professional public art association of its kind in the United States, and served as a member of the inaugural PAN Council. She helped establish the National Task Force on Public Art for the National Assembly of Local Arts Agencies (now Americans for the Arts) and served as its first chair. She is the founder and past chair of the Public Art Coalition of Southern California (PAC/SoCal), the first regional association for public art administrators in the United States that served as a model for similar coalitions later established throughout the country. In 2021, Goldman helped establish Public Art Exchange (PAX), a new national resource and network for public art practitioners, allied professionals, and anyone with a passion for public art.

## **B. Michelle Montjoy**

Michele Montjoy is an Oceanside, California based artist who works in installation, sculpture, textile and socially engaged art. Her art has been shown at the Museum of Contemporary Art, San Diego, Art Produce Gallery, ICA North (formerly Lux) the San Diego International Airport, Oceanside Museum of Art and more.

A former public school art teacher, the socially engaged projects she has facilitated engage communities in acts of collective making, exchange or repair. They include *River, DomesticACTION* and *To Do, a mending project*. Her recent installation, *Breathing Room*, is designed as an inclusive space for quietness and reflection at the New Children's Museum in San Diego.

Michelle is a 2023 recipient of California Arts Council Established Artist award along with receiving previous CAC and San Diego Foundation grants. She serves on the boards of Art Produce Gallery, the Boehm Gallery Baldaserri Foundation at Palomar College and the Education Committee at New Children's Museum in San Diego.

## **C. Latinas Art Foundation (LAF)**

Located in Paramount, the Latinas Art Foundation is a unique non-profit educational organization dedicated to the appreciation of the Latino culture. LAF regularly hosts Pop Up Art Workshops for the community with a focus on cultural awareness and as a forum for discussion of art, culture, and sustainability.

In addition, LAF hosts the following events:

- La Vaquereda is a celebration and interchange of all cultures through the arts. This annual festival includes performance, community gathering, and learning about the history of the vaquero life and Latin American folk dance.
- Xantolo (Dia de los Muertos) links people to their ancestors with performers dancing through the streets wearing elaborate costumes. This family event includes an outdoor art walk where community members and local artists display and sell their work.
- The Annual Paramount Art Contest is a juried exhibition for Paramount Unified School District students and residents who, through their artwork, promote culture, creativity, and individuality.

## **II. OVERALL APPROACH**

The team of Gail M. Goldman Associates and social practice artist Michelle Montjoy will approach the development of a public art master plan for Paramount in a thoughtful and inclusive manner, working closely with designated City staff and key stakeholders to develop a series of recommendations that reflect both national best practices and local circumstances and concerns, and to refine them based on the input received throughout the process.

### **III. PLANNING ELEMENTS**

#### **A. Research**

Research will be a critical component of this project, from community needs and aspirations to national models and best practices. The research process will inform all aspects of the recommendations and report. One of the goals of the research will be to gather broad input to ensure the recommendations developed are tailored to the concerns of the City leadership, stakeholders, and community members. We will reach out specifically to local artists, arts and culture organizations, creative entrepreneurs, and the diverse cultural groups and neighborhoods throughout Paramount.

The consultants will work with designated City staff to gather the informational resources needed to analyze Paramount's existing public art collection, support structure, and programs. City staff will also assist in developing a list of key stakeholders and leaders in the arts, business community, and creative economy to interview one-on-one or in small focus groups.

#### **B. Community Outreach and Public Participation**

A dynamic and inclusive community-focused engagement process will help build support for public art by familiarizing residents, business owners, and workers about the public art opportunities that already exist in Paramount while soliciting ideas about how public art can build and strengthen the way residents and visitors see and connect with Paramount, as well as reinforcing and celebrating the uniqueness and cultural identity of the city.

A robust community engagement effort will supplement and expand the initial research performed by the consultants. Our team's approach to participation and engagement goes beyond traditional community meetings to gather input from as varied a group of residents, workers, and arts professionals as possible, across fields, disciplines, and constituencies. This will be accomplished in part by deploying different input methodologies (verbal, visual, interactive, and electronic), and most importantly by going to people where they gather, rather than expecting them to come to us, i.e., by over-lapping aspects of the engagement process with other scheduled events and meetings, virtually or in person.

For Paramount, we are proposing four complementary strategies: we will (1) engage key stakeholders through a select number of individual interviews, (2) reach out to all residents through social media, email newsletters, and interactive art events, (3) target specific or under-represented voices through a select number of hosted conversations or focus groups, and (4) invite everyone to engage through a survey comprised of a series of carefully formulated questions that will be available virtually and in person. These combined efforts will help shape the consultants understanding of the community's vision and values and allow us to generate a public art master plan document that is aligned with Paramount's aspirations and needs.

### C. Development of Draft and Final Public Art Master Plan Update

Once research and stakeholder and community engagement are completed, our team will develop a list of recurring themes for review by City staff. Once vetted and approved, these themes will be further defined, becoming the basis for the recommendations in the plan. An initial and final draft plan will be written and subsequently designed for presentation, review, and adoption by the City Council.

## IV. SCOPE, DELIVERABLES, AND TIMELINE

### A. Project Initiation and Research

- Meet with key City staff to refine scope of work, timeline, and outreach strategies.
- Meet with appropriate City departments to discuss their vision and goals for public art, City protocols, purchasing procedures, and organizational structure among other topics.
- Tour Paramount and view existing public art.
- Research and study relevant background materials including City plans, municipal codes, policies, and procedures.
- Review and assess Paramount's public art ordinance and existing public art collection.
- Explore potential art spaces.
- Develop community outreach strategy.
- Make presentations to the City Manager's Office, and City Council members as appropriate.

**Deliverable:** *Workplan including timeline; draft statement of goals and objectives, and refined outreach strategy.*

**Timeframe:** *8 weeks*

### B. Community Outreach and Public Participation

**Needed from the City:** *Introductions to City staff, policy makers, and other key stakeholders; assistance in securing venues and equipment for interviews, focus group meetings, and outreach activities; media support for notifications and updates; and graphic design services for branding and promotional materials.*

- Interview select internal City department staff to identify opportunities for including art in City projects and in private development.
- Interview up to 10 (ten) key stakeholders to hear their ideas about how art can enhance Paramount's public realm.
- Conduct up to 6 (six) focus group meetings to discuss public art goals and opportunities, including artists, arts organizations, business owners/tenants, private developers, youth, neighborhood associations, educators, and historians among others.

- Conduct up to 4 (four) activity-based community outreach events to solicit community input on public art, including social media campaign and online survey, among other activities.
- Develop survey in English and Spanish for availability online and in person.

**Deliverable:** *Written summary of recurring themes and draft goals and objectives.*

**Timeframe:** *16 weeks*

## **C. Development of Draft and Final Public Art Master Plan**

**Needed from the City:** *Graphic design services for development of the final plan.*

- Based on feedback received, develop draft public art plan that includes recommendations for the following:
  - Vision and goals.
  - Public Art Master Plan methodology, including recurring themes and survey results.
  - Assessment of current public art collection.
  - Potential public art locations and opportunities for permanent, temporary/performance-based, and interactive artwork at current and future public spaces.
  - Administrative guidelines and procedures, including artist and artwork selection and approval processes.
  - Legislation and policies, including temporary art.
  - Collection strategy, including maintenance, conservation, ownership, and deaccession.
  - Programming and project opportunities.
  - Internal City funding strategies.
  - Staffing and administrative needs.
  - Partnership and external funding opportunities.
  - Ongoing community engagement and participation.
  - Implementation Plan including short-term (1-2 years), mid-term (2-5 years) and long-term (5-10 years) priority projects, implementation strategies, sites, budgets, and appropriate types of artwork.
- Review draft plan with City staff.
- Revise draft plan based on feedback.
- Present final plan for approval by City Council.

**Deliverable:** *Draft and final plans.*

**Timeframe:** *16 weeks*

## V. PROPOSED BUDGET

	GAIL GOLDMAN	MICHELLE MONTJOY	LATINAS ARTS FOUNDATION	SUBTOTAL
<b>PHASE I: Project Initiation &amp; Research</b>				
Fees	\$8,000	\$3,000		
Mileage (225/150 RT*)	300 (2 trips)	NA (1 trip w/GMGA)		
M&IE*	150	75		
				\$11,525
<b>PHASE II: Community Outreach &amp; Public Participation</b>				
Fees	\$20,000	\$18,975	\$6,000	
Mileage	600 (4 trips)	400 (4 trips)		
Lodging*	250 (2 trips/2 nights)	250 (2 trips/2 nights)		
M&IE	450	450		
Supplies and materials		\$1,500		
				\$42,375
<b>PHASE III: Development of Draft and Final PAMP</b>				
Fees	\$18,000	\$6,000		
Mileage	300 (2 trips)	NA (2 trips w/GMGA)		
M&IE	150	150		
				\$31,100
<b>TOTAL</b>	<b>\$48,200</b>	<b>\$30,800</b>	<b>\$6,000</b>	<b>\$85,000</b>

\*Federal GSA rates @ \$0.655/mile; \$75 per diem; \$110/night lodging

NOVEMBER 28, 2023

PROFESSIONAL SERVICES AGREEMENT WITH MOORE IACOFANO  
GOLTSMAN, INC. TO PREPARE RESIDENTIAL OBJECTIVE DESIGN  
STANDARDS CITYWIDE

MOTION IN ORDER:

APPROVE THE AGREEMENT WITH MOORE IACOFANO GOLTSMAN, INC.  
(MIG) TO PREPARE RESIDENTIAL OBJECTIVE DESIGN STANDARDS  
CITYWIDE WITH THE TOTAL AMOUNT NOT TO EXCEED \$80,000.00 AND  
AUTHORIZE THE MAYOR OR DESIGNEE TO EXECUTE THE  
AGREEMENT.

MOTION:

MOVED BY: \_\_\_\_\_

SECONDED BY: \_\_\_\_\_

[ ] APPROVED

[ ] DENIED

ROLL CALL VOTE:

AYES: \_\_\_\_\_

NOES: \_\_\_\_\_

ABSENT: \_\_\_\_\_

ABSTAIN: \_\_\_\_\_



**To:** Honorable City Council

**From:** John Moreno, City Manager

**By:** John Carver, Planning Director  
Ivan Reyes, Associate Planner

**Date:** November 28, 2023

---

**Subject: PROFESSIONAL SERVICES AGREEMENT WITH MOORE IACOFANO GOLTSMAN, INC. TO PREPARE RESIDENTIAL OBJECTIVE DESIGN STANDARDS CITYWIDE**

## **BACKGROUND**

This item is a request to approve a professional service agreement with Moore Iacofano Goltsman, Inc. (MIG) in an amount not to exceed \$80,000 to prepare residential objective design standards citywide.

With the stated goal of addressing the housing shortage, the State has been approving legislation that limits cities from considering housing proposals based on subjective standards. Examples of subjective standards include phrasing such as “developments with superior design” and “developments that have neighborhood compatibility.” Rather, the State is reducing local review of housing to predetermined objective standards.

Objective design standards (ODS) are intended to make the requirements that apply to certain eligible residential projects more predictable and easier to interpret for all stakeholders, including decisionmakers, staff, applicants, and members of the public. The purpose of ODS is for applicants to know beforehand what requirements apply to a proposed development and for the applicant to be able to design a project that meets those requirements before submittal.

## **DISCUSSION**

The City desires to prepare ODS to meet State law and ensure the longstanding objective of constructing and maintaining quality housing developments. Elements of ODS are site design, building design, architectural styles and materials, and open space and landscaping. The ODS will be prepared as an integral part of the Zoning Code (Title 17 of the Municipal Code). This scope will accommodate community engagement and produce ODS that will inspire a high level of housing design. An engagement program will include targeted discussions with the community to identify preferred outcomes and confirm engagement goals and expectations. Once complete, the ODS will be developed into an ordinance for City Council consideration following a Planning Commission recommendation.



## **ODS Firm**

The Planning Department reviewed planning consultants with experience in producing ODS documents and determined that MIG, Inc. is the most qualified firm with a local presence. MIG, established in 1982, is a multidisciplinary firm that completed the Housing Element update and is nearing completion on the Parks Master Plan. This background in Paramount brings an understanding of the community's design objectives and housing context. If approved by the City Council, MIG will begin the development of ODS shortly thereafter with completion within six months of receiving authorization.

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

## **FISCAL IMPACT**

The total contract amount will not exceed \$80,000 and is included in the FY 2023-24 General Fund 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 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. 4: Environmental Health.

## **RECOMMENDED ACTION**

It is recommended that the City Council approve the agreement with Moore Iacofano Goltsman, Inc. to prepare residential objective design standards citywide with the total amount not to exceed \$80,000.00 and authorize the Mayor or designee to execute the agreement.

Attachments:

Agreement

Exhibit A – Objective Design Standards Proposal

## **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 MOORE IACOFANO GOLTSMAN, INC. (MIG) a licensed California firm, with its primary office located at 537 S. RAYMOND AVENUE, 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 Objective Design Standards; 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. DESCRIPTION OF SERVICES**

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. COMPENSATION**

- (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 **\$80,000.00**.
- (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 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. 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.

### 4. TERM OF AGREEMENT

The term of this Agreement shall be effective from **November 28, 2023**, and upon reaching the "not-to-exceed" compensation amount this Agreement shall terminate unless amended in accordance with Section 9 hereinbelow.

### 5. OWNERSHIP OF DOCUMENTS

All 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. TERMINATION OF AGREEMENT WITHOUT CAUSE

- 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. DEFAULT

- 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. AMENDMENT

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

#### 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. 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.

## 13. INSURANCE

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

☒ 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.

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

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

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

### (b) General Provisions.

(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) 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.

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

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

## 14. NOTICES

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

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

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

To CONSULTANT: MIG, Inc.  
537 S. Raymond Avenue  
Pasadena, CA 91105

## 15. ASSIGNMENT

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

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



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

16. PERMITS AND LICENSES

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

17. CITY BUSINESS LICENSE

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

18. GOVERNING LAW

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. 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.

20. SEVERABILITY

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

21. AUTHORITY TO EXECUTE THIS AGREEMENT

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

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.

MIG, Inc.

CITY OF PARAMOUNT  
A Municipal Corporation

BY: \_\_\_\_\_

By: \_\_\_\_\_  
Mayor Isabel Aguayo

RECOMMENDED BY:

\_\_\_\_\_  
John Carver  
Planning Director

APPROVED AS TO FORM:

\_\_\_\_\_  
John E. Cavanaugh  
CITY ATTORNEY

# EXHIBIT A



November 10, 2023

John King, Assistant Planning Director  
City of Paramount  
16400 Colorado Avenue  
Paramount, CA 90723  
via email to: [jking@paramountcity.com](mailto:jking@paramountcity.com)

**Subject: Revised Proposal to Prepare Objective Design Standards**

Dear John:

Thank you for asking MIG to provide this proposal to prepare residential objective design standards (ODS) for the City of Paramount. As we discussed, the ODS will apply to all new multi-unit residential developments, including new homes with ADUs and SB9 developments with two or more new units. The ODS will be incorporated into Title 17 – Zoning of the Municipal Code. In tandem, the Zoning Code's administrative provisions will need to be amended to reflect any new project review procedures.

We have tailored the attached work scope to correspond to your stated budget of \$80,000. Based on our prior work in the City, we believe this scope will accommodate an appropriate level of community engagement and produce ODS that will inspire quality design of multi-family housing.

Regarding CEQA review, the project can qualify for a categorical exemption pursuant to Government Code Section 15061(b)(3), the so-called common-sense exemption. Thus, we have not included CEQA clearance in the work scope.

I will oversee the work, which will be prepared by MIG planners who have experience preparing ODS for such diverse cities as Agoura Hills, Loma Linda, San Carlos, and Whittier.

Please call me with any questions. We are ready to get underway upon execution of a contract.

Regards,

A handwritten signature in blue ink that reads "Laura R. Stetson".

Laura R. Stetson, AICP  
Principal

## **SCOPE OF WORK**

### **CITY OF PARAMOUNT OBJECTIVE DESIGN STANDARDS**

#### **Understanding the City's Objectives for this Work Program**

The City of Paramount looks to prepare objective design standards (ODS) to meet State law requirements and facilitate production of quality multi-family housing and mixed-use development projects. The ODS will be prepared as an integral part of the Zoning Code. Also, the administrative provisions of the Zoning Code will require a targeted amendment to define any new review procedures.

The ODS will establish standards for project design that will facilitate quality projects in terms of site planning, architecture, and buildings' relationships to adjacent lower-intensity residential uses. Applicants and developers electing to comply with the ODS will qualify for streamlined review. For those that opt not to comply with all the standards, current discretionary review processes will apply.

#### **Community Engagement**

Once the ODS have been adopted, residents and the Planning Commission/Development Review Board will have limited ability to weigh in on multi-family development projects since applications that comply with the standards cannot easily be denied. Also, the development community will be subject to well-defined design standards. Thus, the public must be confident that the adopted standards will achieve the community's design objectives. The engagement program must be informative and provide opportunities to provide meaningful input.

For Paramount, we propose an engagement program that includes targeted discussions with the development community via Zoom or similar platforms, plus Planning Commission and City Council study sessions that will be well advertised to the public. We have also included the ability to post information on the City's web-page inviting comment prior to preparation of the public hearing draft.

#### **TASK 1: PROJECT INITIATION AND MANAGEMENT**

##### **1.1 Kick-Off Meeting**

The project will commence with a teleconference kick-off meeting. The kick-off meeting will be designed to accomplish the following objectives:

- Discuss the project schedule
- Confirm engagement goals and expectations
- Identify and collect all City resources for existing document review
- Identify desired outcomes for the Objective Design Standards
- Confirm team member roles and responsibilities
- Confirming review process for deliverables

The MIG Team will work with City staff before and after the kick-off meeting to refine the preliminary scope of working and schedule. While the Zoning Code does not currently address mixed-used developments, this scope can be proactive in this regard. A final scope will be included as an exhibit to the contract. MIG staff will design the meeting agenda and provide a summary.

## **1. 2 Project Management**

This task involves meeting regularly with City staff to keep the project moving forward, invoicing, and other project management work.

### *Task 1 Deliverables*

- Kick-Off Meeting Agenda and Summary
- Final Scope
- Monthly Invoices and Status Reports

## **TASK 2: EXISTING REGULATIONS UPDATE AND BEST PRACTICES MEMORANDUM**

The purpose of this task is for the MIG Team to review existing adopted City regulations and documents relating to residential project design. We will identify policies that are inconsistent with SB 330 and the State Housing Accountability Act. Our recommendations for updating City regulations and documents will be included in a memorandum, together with our recommendations based on best practices. We will meet with staff to define the planned approach.

### *Task 2 Deliverable*

- Existing Regulations Update and Best Practices Memorandum

## **TASK 3: COMMUNITY ENGAGEMENT**

Our experience preparing ODS for other cities has shown that residents do not participate in workshops because the topic is difficult to grasp; it does not involve a specific development project. The most effective engagement activities tend to be interviews with local developers prior to developing the standards and study sessions with policy/decision-makers which are broadly advertised to the public.

### **3.1 Local Developer and Other Stakeholder**

MIG will conduct up to three group interviews with local developers and other interested parties identified by City staff. We will conduct the interviews during the first few months of the project process. MIG will facilitate and plan each meeting. Following the final meeting, we will prepare a summary of the conversations and recommendations from interviewees.

### **3.2 Planning Commission Study Session**

Once a preliminary draft of the ODS has been prepared, the MIG Team will conduct an in-person Planning Commission study session. At this point, the ODS will not have been finalized for public review but will include graphics and standards that indicate the direction to be taken. We will prepare an announcement and social media materials to encourage community members to attend and participate. Feedback received from the Planning Commission and the public will be incorporated to create the public hearing draft ODS. MIG will facilitate the session and prepare a presentation.

Parallel with the Planning Commission study session, we will adapt the presentation so that it can be posted in the City's website with a link to Konveio, a web-based tool that allows for written public comments.

### 3.3 City Council Study Session

We propose to conduct a study session with the City Council prior to formal Council hearings. This can be conducted as a joint workshop with the Commission as described in subtask 3.2 above or as a separate session following the Planning Commission hearing. If a separate session, MIG will prepare announcements and social media posts, a staff report, and the presentation.

#### *Task 3 Deliverables:*

- Interview Summary
- Study Session Announcement and Social Media Posts
- Study Session Presentations

### **TASK 4: DRAFT ORDINANCE AMENDMENTS FOR OBJECTIVE DESIGN STANDARDS AND ADMINISTRATIVE PROVISIONS**

MIG will draft the draft objective design standards based on the work from Tasks 2 and 3. This task includes development of a comprehensive outline and two draft code amendments for the ODS (Sections 17.12.080, 17.12.090, 17.16.100, 17.16.110, and 17.16.120) and administrative provisions (Chapter 17.56).

The ODS will apply to all new multi-unit residential developments, including new homes with ADUs and SB9 developments with two or more new units. The ODS will be incorporated into Title 17 – Zoning of the Municipal Code. In tandem, the Zoning Code’s administrative provisions will be amended to reflect any new project review procedures.

#### **4.1 Comprehensive Draft Outline**

The comprehensive outline will identify any content, graphics, or policy language that will need to be created for the draft ordinance amendments. We anticipate structuring the outline to build upon the code sections cited above. The MIG Team will prepare the outline and provide the outline to the City for review. The City will provide one set of consolidated comments to MIG.

#### **4.2 Administrative Draft Ordinance Amendments**

MIG will prepare administrative draft ordinances for the ODS and administrative provisions based on feedback received from City staff for subtask 4.1. This will consist of text and illustrative graphics. City staff will review the administrative draft amendments and provide comments to MIG. Following receipt of comments, MIG and City staff will discuss the administrative draft amendments and identify any needed refinements for the subsequent draft for the Planning Commission study session.

#### **4.3 Public Draft Ordinance Amendments**

Following the Planning Commission study session described in subtask 3.2 (or joint Commission/Council session), MIG will revise the draft ordinance amendments as directed by City staff. These documents will be the draft ordinance amendments for public hearings.

#### *Task 4 Deliverables*

- Objective Design Standards Outline
- Ordinance Amendments – Administrative Draft (2 rounds of review)
- Ordinance Amendments – Public Hearing Draft

## TASK 5: PUBLIC HEARINGS AND FINAL ORDINANCE AMENDMENTS

### 5.1 Hearing Documents

For the public hearings, MIG will prepare the draft ordinance amendments in ordinance format per standard City practices. We will also prepare staff reports and presentations.

### 5.2 Planning Commission Public Hearing

MIG will attend one Planning Commission hearing to present the proposed ordinance amendments. Following the Commission hearing, we will revise the amendments to reflect Commission direction as confirmed by City staff.

### 5.3 City Council 1st Reading

The MIG Principal and/or Project Manager will attend one City Council hearing for the first reading of the ordinance amendments. If any additional revisions are directed, we will prepare those prior to the second reading. It is assumed that attendance at the second reading will not be required.

#### *Task 5 Deliverables:*

- Hearing Presentation and Materials
- Final Objective Design Standards Ordinance

## Budget

The following matrix presents the estimated cost for each task. We propose to bill on a time-and-materials basis.

Task	Estimated Cost
1.0 Project Initiation and Management	\$10,000
2.0 Existing Regulations Update and Best Practices Memorandum	\$8,500
3.0 Community Engagement, including on-line draft for comments and Konveio hosting	\$15,000
4.0 Draft Ordinance Amendments for Objective Design Standards and Administrative Provisions	\$36,000
5.0 Public Hearings and Final Ordinance Amendments	\$10,000
<b>TOTAL</b>	<b>\$79,500</b>

## Schedule

We propose to complete the above work scope within six months of receiving authorization to proceed, assuming the ability of the City to schedule the study sessions as planned.



NOVEMBER 28, 2023

ORAL REPORT

FOLLOW UP ON ENERGY EFFICIENCY AND INFRASTRUCTURE  
IMPROVEMENT PROJECT ANALYSIS PERFORMED BY WILLDAN  
ENERGY SOLUTIONS



**To:** Honorable City Council  
**From:** John Moreno, City Manager  
**By:** Adriana Figueroa, Public Works Director  
**Date:** November 28, 2023

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**Subject: ORAL REPORT – FOLLOW UP ON ENERGY EFFICIENCY AND INFRASTRUCTURE IMPROVEMENT PROJECT ANALYSIS PERFORMED BY WILLDAN ENERGY SOLUTIONS**

On March 28, 2023, the City Council approved the Contingent Design and Engineering Services agreement with Willdan Energy Solutions (WES). This approval authorized the City to initiate a comprehensive energy efficiency analysis, involving multiple tasks at various City sites and buildings. The aim was to present viable options to the City that not only cut energy costs for the City, but also align with the objectives outlined in the City's Climate Action Plan (CAP). At its meeting on November 2, 2023, an informational presentation was given to City Council on the next steps for this project. This presentation will address questions that were posed during that meeting.

NOVEMBER 28, 2023

PUBLIC HEARING

ENERGY EFFICIENCY AND INFRASTRUCTURE IMPROVEMENT  
PROJECT BY WILLDAN ENERGY SOLUTIONS

A. OPEN THE PUBLIC HEARING

B. MOTION IN ORDER:

CONTINUE THE PUBLIC HEARING TO DECEMBER 12, 2023.

MOTION:

MOVED BY: \_\_\_\_\_

SECONDED BY: \_\_\_\_\_

[ ] APPROVED

[ ] DENIED

ROLL CALL VOTE:

AYES: \_\_\_\_\_

NOES: \_\_\_\_\_

ABSENT: \_\_\_\_\_

ABSTAIN: \_\_\_\_\_



**To:** Honorable City Council

**From:** John Moreno, City Manager

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

**Date:** November 28, 2023

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**Subject: ENERGY EFFICIENCY AND INFRASTRUCTURE IMPROVEMENT  
PROJECT BY WILLDAN ENERGY SOLUTIONS**

On November 2, 2023, the City Council was provided an informational presentation regarding a comprehensive energy efficiency analysis conducted by Willdan Energy Solutions including an overview of the next steps for implementing the recommendations. Approval of the agreements and related items was noticed as a Public Hearing and set to be discussed at the November 2, 2023 City Council meeting. However, additional time is needed to finalize necessary documents, so staff is recommending that the Public hearing be continued.

**RECOMMENDED ACTION**

It is recommended that the City Council open the public hearing and continue it to the December 12, 2023 City Council meeting.