

PUBLIC PARTICIPATION NOTICE

Public Participation Accessibility for the City of Paramount meetings scheduled for **Tuesday, December 12, 2023.**

In-person Attendance:

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

View the City Council meeting live stream:

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

Public Comments:

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

- **In-Person**

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

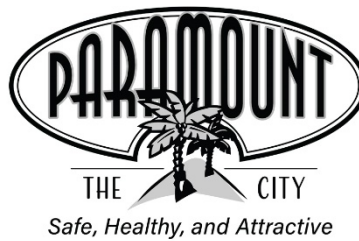
- **E-mail: crequest@paramountcity.com**

E-mail public comments must be received by **4:45 p.m. on Tuesday, December 12, 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
December 12, 2023



Regular Meeting
City Hall Council Chamber
6:00 p.m.

City of Paramount

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

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

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

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

Notes

CALL TO ORDER:	Mayor Isabel Aguayo
PLEDGE OF ALLEGIANCE	Daniel Perez, Paramount Teen Leadership Alliance
INVOCATION	Pastor Larry Jameson, Lifegate Church
ROLL CALL OF COUNCILMEMBERS:	Councilmember Peggy Lemons Councilmember Brenda Olmos Councilmember Vilma Cuellar Stallings Vice Mayor Annette C. Delgadillo Mayor Isabel Aguayo

PRESENTATIONS

- | | | |
|----|--|--|
| 1. | <u>VIDEO</u> | 2023 Winter Holiday Events |
| 2. | <u>PRESENTATION</u> | Mayor's Award of Excellence |
| 3. | <u>CERTIFICATE OF RECOGNITION</u> | Latinas Art Foundation Dia De Los Muertos Events |
| 4. | <u>CERTIFICATES OF RECOGNITION</u> | Fall 2023 Special Event Volunteers |
| 5. | <u>CERTIFICATE OF RECOGNITION</u> | Odyssey STEM Academy Graduates - Wildlife Conservation Board Testimony |
| 6. | <u>CERTIFICATE OF RECOGNITION</u> | Retiring City Engineer William "Bill" Pagett |

CITY COUNCIL PUBLIC COMMENT UPDATES

PUBLIC COMMENTS

CONSENT CALENDAR

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

- | | | |
|----|--|--|
| 7. | <u>APPROVAL OF MINUTES</u> | November 2, November 14, and November 28, 2023 |
| 8. | <u>APPROVAL</u> | Register of Demands |
| 9. | <u>APPROVAL</u> | 2024 City Council Meeting Schedule |

OLD BUSINESS

- | | | |
|-----|--|---|
| 10. | <u>CONTINUED PUBLIC HEARING ORDINANCE NO. 1177 (Take off calendar)</u> | 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 |
|-----|--|---|

NEW BUSINESS

- | | | |
|-----|---|---|
| 11. | HOME
IMPROVEMENT
PROGRAM | Home Improvement Program
Construction Services – Mobile Homes |
| | a) <u>AWARD OF
CONTRACT</u> | Home Improvement Program
Construction Services 16601 Garfield
Avenue #406 |
| | b) <u>AWARD OF
CONTRACT</u> | Home Improvement Program
Construction Services at 16707 Garfield
Avenue #1908 |
| 12. | <u>AWARD OF
CONTRACT</u> | Traffic Safety Improvements
(City Project No. 9235) |
| 13. | <u>APPROVAL</u> | Smart City Hall Solution as a Service
(SaaS) Digital Platform System and
Website |
| | a) APPROVAL | Professional Services Agreement with
3Di Inc. for Smart City Hall Solution as a
Service (SaaS) Digital Platform System
and Website |
| | b) APPROVAL | Professional Services Agreement with
Infinity Technologies for Smart City Hall
Project Management Services |
| 14. | <u>APPROVAL</u> | Professional Services Agreement with
Gruen Associates to prepare
Commercial Design Guidelines |
| 15. | <u>AWARD OF
CONTRACT</u> | Demolition Services at 16305 Hunsaker
Avenue |
| 16. | <u>APPROVAL</u> | Agreement with Flock Group, Inc.
for Flock Safety License Plate
Recognition System |

ENVIRONMENTAL SUSTAINABILITY OLD BUSINESS

17. [CONTINUED PUBLIC HEARINGS](#) Energy Efficiency and Infrastructure Improvement Project by Willdan Energy Solutions
- Adopting certain findings and approving Energy Service Contract for energy related improvements to City facilities and infrastructure with Willdan Energy Solutions
- and
- Adopting certain findings and approving a finance agreement and related loan documents with Banc of America Public Capital Corp to fund energy related improvements for the City of Paramount
- a) [RESOLUTION NO. 23:037](#) Authorizing the City to Execute an Energy Services Contract with Willdan Energy Solutions under Government Code Section 7217.12
- b) [RESOLUTION NO. 23:038](#) Authorizing an Equipment Lease/ Purchase Agreement with respect to the acquisition, financing and leasing of water meters and other equipment and delegating authority to negotiate and execute documents required in connection therewith, and to memorialize the obligation of the City's Water Enterprise Fund to pay or reimburse the City's General Fund for all costs of such water meters and equipment advanced or to be advanced by the City's General Fund

ENVIRONMENTAL SUSTAINABILITY NEW BUSINESS

None

COMMENTS/COMMITTEE REPORTS

- Councilmembers
- Staff

CLOSED SESSION

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

ADJOURNMENT

To an adjourned meeting on January 23, 2024 at 10:00 a.m. at Progress
Park Plaza, 15500 Downey Avenue, Paramount, CA 90723

DECEMBER 12, 2023

VIDEO

2023 WINTER HOLIDAY EVENTS

DECEMBER 12, 2023

PRESENTATION

MAYOR'S AWARD OF EXCELLENCE

DECEMBER 12, 2023

CERTIFICATE OF RECOGNITION

LATINAS ART FOUNDATION DIA DE LOS MUERTOS EVENTS

DECEMBER 12, 2023

CERTIFICATES OF RECOGNITION

FALL 2023 SPECIAL EVENT VOLUNTEERS

HALLOWEEN FESTIVAL

- ARTE JIMENEZ STUDIO-BERTHA JIMENEZ
- CHAMBER OF COMMERCE- AMBASSADORS
- COSTCO
- DIVINE BEAUTY SUPPLY & SALON-BLANCO FRAGOSO
- KINDRED HOSPITAL
- LA KINGS / ICELAND
- MUSA
- PARAMOUNT HISTORICAL SOCIETY
- PARAMOUNT TEEN ALLIANCE (10 VOLUNTEERS)
- WORLD ENERGY

HALLOWEEN HAUNTED HOUSE

- PARAMOUNT HIGH SCHOOL CHEER/SONG

HALLOWEEN HOOTENANNY

- LEO'S CLUB
- PHS CHEER & SONG

DAY OF THE DEAD - XANTOLO

- GIRL SCOUT TROOP 143
- GIRL SCOUT TROOP 1614
- GIRLS WRESTLING
- LEO'S CLUB
- MUSA
- PARAMOUNT TEEN LEADERSHIP ALLIANCE

SENIOR THANKSGIVING

- WORLD ENERGY

DECEMBER 12, 2023

CERTIFICATE OF RECOGNITION

ODYSSEY STEM ACADEMY GRADUATES - WILDLIFE CONSERVATION
BOARD TESTIMONY

DECEMBER 12, 2023

CERTIFICATE OF RECOGNITION

- RETIRING CITY ENGINEER WILLIAM “BILL” PAGETT

DECEMBER 12, 2023

APPROVAL OF MINUTES

PARAMOUNT CITY COUNCIL

MOTION IN ORDER:

APPROVE THE PARAMOUNT CITY COUNCIL MINUTES OF NOVEMBER 2,
NOVEMBER 14 AND NOVEMBER 28, 2023

MOTION:

MOVED BY: _____

SECONDED BY: _____

[] APPROVED

[] DENIED

ROLL CALL VOTE:

AYES: _____

NOES: _____

ABSENT: _____

ABSTAIN: _____

**PARAMOUNT CITY COUNCIL
MINUTES OF AN ADJOURNED MEETING
NOVEMBER 2, 2023**

City of Paramount, 16401 Paramount Blvd. Paramount, CA 90723

CALL TO ORDER: The adjourned meeting of the Paramount City Council was called to order by Mayor Isabel Aguayo at 11:04 a.m. in the Auditorium at the Clearwater Building, 16401 Paramount Blvd., Paramount, California.

PLEDGE OF ALLEGIANCE: Vice Mayor Delgadillo led the pledge of allegiance.

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

STAFF PRESENT: John Moreno, City Manager
John Cavanaugh City Attorney
Andrew Vialpando, Assistant City Manager
John Carver, Planning Director
Adriana Figueroa, Public Works Director
David Johnson, Community Services Director
Margarita Matson, Public Safety Director
Kim Sao, Finance Director
Rafael Casillas, City Engineer
Yecenia Guillen, Assistant Community Serv. Director
Sarah Ho, Assistant Public Works Director
Pauline Jauregui, Comms. & Engagement Manager
Heidi Luce, City Clerk
Anthony Martinez, Finance Services Manager
Eric Wosick, Assistant Public Safety Director

Mayor Aguayo stated that she proposes to take Environmental Sustainability Item 5 regarding the Energy Efficiency and Infrastructure Improvement Project Analysis out of order and hear it after Item 1. Hearing no objection, she so ordered.

PUBLIC COMMENTS

CF 10.3

There were no public comments.

NEW BUSINESS

1. ORAL REPORT
Role of City Council
During Emergencies
and Disasters
CF 46.3

Emergency Management Consultant Reva Feldman gave the report and presented a PowerPoint presentation providing an overview of the emergency management responsibilities of elected officials in the event of an emergency or natural disaster.

Item 5 taken out of order:

- ORAL REPORT
Follow up on Energy
Efficiency and
Infrastructure
Improvement Project
Analysis performed by
Willdan Energy
Solutions
CF 43.1199 and 46.1

Public Works Director Figueroa and representatives from Willdan Energy Solutions (WES) gave the report and presented a PowerPoint presentation providing an overview of the Energy Efficiency and Infrastructure Improvement Project Analysis performed by WES providing detailed information on the three priority project that were identified – water meter upgrades, solar panel installation and EV charging (Level 3 DC Fast Chargers).

Lengthy discussion ensued concerning the proposed water meter upgrades. The City Council expressed concern regarding the impact potential water bill increases would have on residents.

With City Council concurrence, staff was directed to provide the City Council with more detailed information regarding the potential rate increases and the possibility of implementing a phased in approach to those increases.

At 12:13 p.m., Mayor Aguayo recessed the meeting for a short break. The meeting was called back to order at 12:30 p.m.

2. REPORT
Traffic Engineering
Analysis on Temporary
Traffic Circle at the
intersection of
Madison Street and
Orizaba Avenue
CF 98

Public Works Director Figueroa and City Engineer Rafael Casillas gave the report and presented a PowerPoint presentation.

Discussion ensued concerning the impact the temporary traffic circles have had on traffic safety in the area, as well as other potential options for discouraging motorists from using the intersections along Madison street for exhibitions of speed and unsafe vehicular movements.

Following lengthy discussion and with City Council concurrence, staff was directed to keep the temporary traffic circle at the intersection of Madison Street and Orizaba Avenue for one more year to further study its effectiveness. Staff was also directed to send a letter to the residents in the vicinity advising them that the traffic circle will remain for another year and to investigate the possibility of adding additional temporary traffic circles at the other intersections along Madison Street between Paramount Boulevard and Downey Avenue.
3. APPROVAL
Amendment to the
American Rescue Plan
Act (ARPA) Project
Expenditure Plan
CF 47.28

Finance Services Manager Anthony Martinez and Assistant City Manager Vialpando gave the report and presented a PowerPoint presentation on the proposed amendment to the ARPA Project Expenditure Plan and recommended ARPA Community Funding Priorities.

Discussion ensued concerning the proposed amendments to the ARPA Project Expenditure Plan as outlined in Table 2 of the agenda report and the City Council provided additional input regarding the implementation of the proposed expenditures.

With regard to the recommended ARPA Community Funding Priorities, the City Council discussed the several options in addition to the community identified priorities and with consensus, identified and ranked the following priorities:

Avg Rating	Priority	Recommendation	Cost
Maybe	Address Street Takeovers	Four (4) additional LASD Deputies (overtime shifts) to support Street Racing Taskforce Enforcement, including citing spectators. One year, Weekends only.	\$179,712
Yes	Commercial Safety and Security	Increase Security Camera/System Rebate Program for businesses. Fifty (50) \$2,000 rebates per year for two (2) years.	\$200,000
Maybe	Reduce Traffic Collisions	Add one (1) traffic Deputy (overtime shift) to monitor/enforce traffic hazards. Every weekend for six (6) months.	\$44,928
Yes	Increase Lighting in Public Areas	Complete LED lighting retrofits of park pedestrian lighting. Will cover all remaining parks: Salud, Spane, Dills, Pequeño, Progress, and Paramount.	\$100,000
Yes	Improve Intersection Safety	4 additional traffic circles at Madison	\$80,000
Yes	Public Safety and Crime Reduction	Add six (6) additional license plate reader cameras which are proven to alerting law enforcement to stolen vehicles. Cost includes lease of cameras and Aero-bureau services for three (3) years.	\$133,000
Yes	Increase Health Education	Annual Health Fair to include free health screenings, wellness services and programs, entertainment, raffles, First Aid training, and distribution of wellness kits. Five (5) years.	\$150,000
Maybe	Small Business Assistance	Small Business Assistance - Staff will recommend to City Council	\$100,000
Yes	Baseball/Softball Field Renovation	Renovate 2 baseball fields and 2 softball fields; includes grading and portable pitching mound.	\$300,000
TOTAL			\$1,287,640

Additionally, the City Council directed staff to report back to the Council on the cost and feasibility of the other options discussed.

With regard to the proposed amendment to the ARPA Project Expenditure Plan, it was moved by Councilmember Olmos and seconded by Councilmember Lemons to approve the amendments to the ARPA Project Expenditure Plan as presented and appropriate \$378,816 for the projects outlined in Table 2 of the agenda report. The motion was passed by the following roll call vote:

AYES: Councilmembers Olmos, Lemons, Cuellar Stallings; Vice Mayor Delgadillo; and Mayor Aguayo

NOES: None

ABSENT: None

ABSTAIN: None

4. APPROVAL
AltAir Community
Benefits Agreement –
Amended Year One
Spending Plan
CF43.1195

Planning Director Carver gave the report and presented a PowerPoint presentation.

It was moved by Councilmember Olmos and seconded by Councilmember Cuellar Stallings to approve the amended year one spending plan for the AltAir Community Benefits Agreement as presented. The motion was passed by the following roll call vote:

AYES: Councilmembers Olmos, Lemons, Cuellar Stallings; Vice Mayor Delgadillo; and Mayor Aguayo

NOES: None

ABSENT: None

ABSTAIN: None

**ENVIRONMENTAL SUSTAINABILITY NEW
BUSINESS**

5. ORAL REPORT
Follow up on Energy
Efficiency and
Infrastructure
Improvement Project
Analysis performed by
Willdan Energy
Solutions
CF 43.1199 and 46.1

This item taken out of order after Item 1 – see above.

COMMENTS/COMMITTEE REPORTS

Councilmembers

There were none.

Staff

There were none.

ADJOURNMENT

There being no further business to come before the City Council, Mayor Aguayo adjourned the meeting at 2:04 p.m. to a meeting on November 14, 2023 at 6:00 p.m. in the Council Chamber at City Hall, 16400 Colorado Ave., Paramount, CA 90723

Isabel Aguayo, Mayor

ATTEST:

Heidi Luce, City Clerk

**PARAMOUNT CITY COUNCIL
MINUTES OF A REGULAR MEETING
NOVEMBER 14, 2023**

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

CALL TO ORDER: The regular meeting of the Paramount City Council was called to order by Mayor Isabel Aguayo at 6:03 p.m. at in the Council Chamber at City Hall, 16400 Colorado Avenue, Paramount, California.

PLEDGE OF ALLEGIANCE: Amanda Arroyo, VPAN led the pledge of allegiance.

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

STAFF PRESENT: John Moreno, City Manager
Elizabeth Martyn, Assistant City Attorney
Andrew Vialpando, Assistant City Manager
John Carver, Planning Director
Adriana Figueroa, Public Works Director
David Johnson, Community Services Director
Margarita Matson, Public Safety Director
Kim Sao, Finance Director
Clyde Alexander, Accounting and Budget Manager
Sol Bejarano, Management Analyst
Steve Coumparoules, Community Preservation Mgr.
Danny Elizarraras, Management Analyst
Yecenia Guillen, Assistant Community Serv. Director
Sarah Ho, Assistant Public Works Director
Pauline Jauregui, Comms. & Engagement Manager
John King, Assistant Planning Director
Heidi Luce, City Clerk
Anthony Martinez, Finance Services Manager
Johnnie Rightmer, Building & Safety Manager
Celina Sanchez, Management Analyst
Eric Wosick, Assistant Public Safety Director

PRESENTATIONS

- | | | |
|----|---|--|
| 1. | VIDEO
2023 Halloween and Dia
De Los Muertos Events
CF 39.7 | A video highlighting 2023 Halloween and Dia De Los Muertos Events was shown. |
| 2. | CERTIFICATES OF
RECOGNITION
2023 Halloween Home
Decorating Contest
Winners
CF 39.6 | Mayor Aguayo, on behalf of the City Council, presented certificates of recognition to the 2023 Halloween Home Decorating Contest Winners. |
| 3. | PRESENTATION
Mayor's Award of
Excellence
CF 39.8 | Mayor Aguayo presented the Mayor's Award of Excellence to Darren Kurkowski, Vice President, Modern Development. Mr. Kurkowski was present to accept the award and expressed sincere appreciation for the recognition. |
| 4. | PROCLAMATION
National Home Care and
Hospice Month
CF 39.12 | Mayor Aguayo, on behalf of the City Council, proclaimed November as National Home Care and Hospice Month. Vickie Kaefer, Associate Executive Director and Tammy Ottenad Program Manager with Pathways were present to accept the proclamation. |
| 5. | PROCLAMATION
National Family Literacy
Month
CF 39.12 | Mayor Aguayo, on behalf of the City Council, proclaimed November as National Family Literacy Month. |

CITY COUNCIL PUBLIC COMMENT UPDATES

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| CF 10.4 | City Manager Moreno responded to comments made by Sandra DeKay at the October 24, 2023 City Council meeting. |
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PUBLIC COMMENTS

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| CF 10.3 | There were no public comments. |
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CONSENT CALENDAR

It was moved by Councilmember Lemons and seconded by Councilmember Cuellar Stallings to approve Consent Calendar Items 6, 7, 8, 9, 10, 11, 12, and 13 as shown below. The motion was passed by the following roll call vote:

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

*Councilmember Olmos abstained from voting
on the October 24, 2023 minutes due to an
excused absence from the meeting.*

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| 6. | APPROVAL OF
MINUTES
October 10 and October
24, 2023 | Approved |
| 7. | APPROVAL
Register of Demands
CF 47.2 | Approved |
| 8. | ORDINANCE NO. 1176
(Adoption)
Approving Zone Change
No. 246, a request to
change the official
Zoning Map from R-2
(Medium Density
Residential) to PD-PS
(Planned Development
with Performance
Standards)/Single-
Family Residential at
16305 Hunsaker Avenue
CF 109 ZC NO 246 | Adopted Ordinance No. 1176. |

9. ORDINANCE NO. 1178 Adopted Ordinance No. 1178.
 (Adoption)
 Repealing Interim
 Urgency Ordinance No.
 1157 and approving
 Zoning Ordinance Text
 Amendment No. 32,
 implementing the
 provisions of Senate Bill
 9
 CF 109 ZOTA 32
 109 ZOTA 26
 109 ZOTA 24
 109 ZOTA 29
10. RECEIVE AND FILE Received and filed.
 Treasurer's Report for
 Quarter Ending
 September 30, 2023
 CF 47.3
11. AWARD OF
 CONTRACT 1) Appropriated an additional \$16,450 from the
 Substation Flooring available General Fund balance; and 2) Awarded the
 Replacement (City contract for the substation flooring replacement to
 Project No. 9473) G&S Carpet Mills, Inc. Pomona, California, in the
 amount of \$69,499, and authorize the Mayor or her
 designee to execute the agreement.
12. RESOLUTION NO. Adopted Resolution No. 23:036.
 23:036
 Approving Application for
 Grant Funds from the
 California Parks and
 Recreation Office of
 Grants and Local
 Services for the Outdoor
 Equity Grants Program
 CF 54
13. APPROVAL Approved Amendment No. 1 to the Master
 Amendment No. 1 to the Cooperative Agreement with Los Angeles County
 Master Cooperative Metropolitan Transportation Authority for the West
 Agreement with Los Santa Ana Branch Light Rail Project in a form
 Angeles County Metro approved by the City Attorney and authorize the City
 for the West Santa Ana Manager or his designee to sign the amendment.
 Branch Light Rail Project
 CF 43.1123

OLD BUSINESS

14. CONTINUED
PUBLIC HEARING
ORDINANCE NO. 1177
(Recommended for
continuance)
Approving Development
Agreement No. 23-1 with
Daniel Freedman/Jeffer
Mangels Butler &
Mitchell, LLC for Sobeida
Filippi for the
Construction,
Installation, and
Operation of a Freeway-
Oriented Digital Billboard
on Vacant Land North of
Rosecrans Avenue,
between the Los
Angeles River and 710
Freeway [Assessor
Parcel Number 6236-
035-013] in the M-2
(Heavy Manufacturing)
Zone
CF 43.1221

Staff reported that the applicant has requested that the public hearing on this item be continued.

It was moved by Councilmember Lemons and seconded by Councilmember Cuellar Stallings to continue the public hearing to November 28, 2023. The motion was passed by the following roll call vote:

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

NEW BUSINESS

15. ORAL REPORT
City Website and
Customer Service
Request System
Demonstration
CF 48

Assistant City Manager Vialpando and the City's IT consultant gave the report and presented a PowerPoint presentation providing demonstration of a new type of technology known as a Software as a Solution (SaaS) platform capable of providing customers with a "virtual City Hall" that would result in an overhaul of the City's website and service request system.

16. APPROVAL
Agreement with Care
Solace, Inc. for Fiscal
Year 2023-2024
CF 43.1223

Public Safety Director Matson gave the report and presented a PowerPoint presentation.

Councilmember Olmos commented that she heard a presentation on Care Solace previously and she understands the importance of a service like Care Solace. However, she noted that she had previously requested information on how the roster of providers is determined and asked if it would be possible to see a demonstration on how the service works.

Discussion ensued concerning the services Care Solace would provide to the community. Chad Castruita, Founder and CEO provided additional information on the current service providers and how the services are provided.

Councilmember Lemons commented that she understands Councilmember Olmos' concerns, but given that the agreement is for a limited duration, she is comfortable moving forward to see if the service benefits the community and revisiting the issues raised by Councilmember Olmos before renewing the agreement.

It was moved by Councilmember Lemons and seconded by Councilmember Cuellar Stallings to approve 1) appropriate \$33,113 from the Community Benefits Agreement Fund for this program; and 2) award the contract for professional services to Care Solace, Inc., in the amount of \$46,813 in a form approved by the City Attorney and authorize the Mayor or her designee to execute the agreement. The motion was passed by the following roll call vote:

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

17. APPROVAL
Professional Services
Agreement with Historic
Resources Group to
prepare a Citywide

Assistant Planning Director King gave the report and presented a PowerPoint presentation.

Historic Context
Statement and Historic
Resources Survey
CF 43.1224

It was moved by Councilmember Lemons and seconded by Councilmember Olmos to approve the agreement with Historic Resources Group to prepare a citywide historic context statement and historic resources survey with the total amount not to exceed \$90,000.00 and authorize the Mayor or designee to execute the agreement. The motion was passed by the following roll call vote:

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

18. APPROVAL
Agreement with Hazen
and Sawyer for
Engineering Assistance
related to Water Well 16
Construction Closure
CF 43.1225
CIP 9116

Public Works Director Figueroa gave the report and presented a PowerPoint presentation.

It was moved by Councilmember Cuellar Stallings and seconded by Vice Mayor Delgadillo to approve an agreement with Hazen and Sawyer in the amount of \$87,920 in a form approved by the City Attorney for engineering services related to Well 16 startup and project closeout. The motion was passed by the following roll call vote:

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

19. AWARD OF
CONTRACT
Collection Bureau of
America (CBA) for
Delinquent Revenue
Collections
CF 43.1226

Finance Services Manager Martinez gave the report and presented a PowerPoint presentation.

It was moved by Councilmember Lemons and seconded by Vice Mayor Delgadillo to award the contract for delinquent revenue collection services to Collection Bureau of America. The motion was passed by the following roll call vote:

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

20. ORAL REPORT
Civic Center Fountain
Design
CF 43.1227

Consultant Kirk Keller with Studio One Eleven gave the report and presented a PowerPoint presentation providing an overview of the Civic Center Fountain design project.

Discussion ensued concerning the proposed design and the City Council provided direction for suggested changes to be implemented in the final design.

**ENVIRONMENTAL SUSTAINABILITY NEW
BUSINESS**

None.

COMMENTS/COMMITTEE REPORTS

At the Mayor's request and with City Council concurrence, Lieutenant Joe Morales with the Los Angeles County Sheriff's Department provided an update regarding the street takeovers that took place in the City over the last two weekends and the Sheriff's Department's response to those incidents.

Councilmembers

Councilmember Lemons commented on her attendance at the Halloween Carnival and the Veteran's Day Event and thanked staff for their hard work on both events. She also reported that the ad hoc committee on landscaped medians held its first meeting to discuss ways to improve the landscaping in the medians. Councilmember Lemons thanked Public Works for their hard work in getting the beautiful downtown holiday lights up on such a short time frame. Lastly, she wished everyone a very Happy Thanksgiving.

Councilmember Cuellar Stallings commented that she attended several recent events including: the Halloween Hootenany, the Halloween Carnival, the Dia De Los Muertos events, Friday Night Paramount, Senator Lena Gonzalez's State of the State event and the Veteran's Day Celebration. She also reported on her attendance at the ad hoc committee meeting with PUSD Board Members. She expressed appreciation to staff for all their hard work on the

various City events. Lastly, she wished everyone a very Happy Thanksgiving.

Councilmember Olmos reported that she attended several of the events mentioned. She provided an update on the Paramount Historical Society's recent speakers forum providing information on the City's cultural history. She thanked Xclusive Wraps and staff for their work in organizing a turkey give-a-way scheduled to be held this coming Sunday. She commented that the holiday lights look beautiful and thanked staff for their hard work. Lastly, she wished everyone a very Happy Thanksgiving.

Vice Mayor Delgadillo reported that she attended an event at Tanner Elementary School where Senator Lena Gonzalez presented a check for \$2 million dollars in State funds for the bikeway project. She also commented that she attended the Latinas Art Foundation's Dia De Los Muertos event and had a wonderful two nights of celebration.

Mayor Aguayo reported that she also attended several of the events mentioned and commented that it was nice to hear so many positive comments from residents about the events. She commented that she also attended the check presentation event at Tanner Elementary and thanked Senator Gonzalez for the funds. She commented that the downtown lights are beautiful. Lastly, she wished everyone a Happy Thanksgiving and thanked staff for all their hard work.

Staff

City Manager Moreno commented that staff will be including an appropriation for the Civic Center Gardens when the mid-year budget adjustments are presented to the City Council. He also distributed a copy of the City's new Budget-at-a-Glance and explained that it was created in an effort to be more open and transparent about the City's finances. Lastly, he wished everyone a Happy Thanksgiving and commented that City Hall and the Yard will be closed on Thursday, November 23rd and Friday, November 24th.

Mayor Aguayo recessed the City Council meeting at 8:14 p.m. to convene the meeting of the Successor Agency for the Paramount Redevelopment Agency.

The City Council meeting was called back to order at 8:16 p.m. and the City Council recessed into closed session to discuss the matters listed below on the closed session agenda.

CLOSED SESSION

CONFERENCE WITH LEGAL COUNSEL - EXISTING LITIGATION

(Paragraph (1) of subdivision (d) of Section 54956.9)

Name of case: *City of Whittier et al v. Los Angeles County Superior Court*, Case No. 23STCP03579

CONFERENCE WITH LEGAL COUNSEL - EXISTING LITIGATION

(Paragraph (1) of subdivision (d) of Section 54956.9)

Name of case: *Shadowood Development v. City of Paramount*, Case No. 22STCV09407

Mayor Aguayo called the City Council meeting back to order in open session at 9:01 p.m. and Assistant City Attorney Martyn reported that there was no reportable action on either item.

ADJOURNMENT

There being no further business to come before the City Council, Mayor Aguayo adjourned the meeting at 9:02 p.m. in memory of Sheila Esparza. The next meeting will be held on November 28, 2023 at 5:00 p.m.

Isabel Aguayo, Mayor

ATTEST:

Heidi Luce, City Clerk

**PARAMOUNT CITY COUNCIL
MINUTES OF A REGULAR MEETING
NOVEMBER 28, 2023**

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

CALL TO ORDER: The regular meeting of the Paramount City Council was called to order by Mayor Isabel Aguayo at 5:03 p.m. at in the Council Chamber at City Hall, 16400 Colorado Avenue, Paramount, California.

PLEDGE OF ALLEGIANCE: Councilmember Lemons led the pledge of allegiance.

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

STAFF PRESENT: John Moreno, City Manager
John Cavanaugh, City Attorney
Andrew Vialpando, Assistant City Manager
Adriana Figueroa, Public Works Director
David Johnson, Community Services Director
Margarita Matson, Public Safety Director
Kim Sao, Finance Director
Sol Bejarano, Management Analyst
Steve Coumparoules, Community Preservation Mgr.
Yecenia Guillen, Assistant Community Serv. Director
Sarah Ho, Assistant Public Works Director
Pauline Jauregui, Comms. & Engagement Manager
John King, Assistant Planning Director
Nicole Lopez, HR Manager
Heidi Luce, City Clerk
Anthony Martinez, Finance Services Manager
Johnnie Rightmer, Building & Safety Manager
Eric Wosick, Assistant Public Safety Director

PRESENTATIONS

1. VIDEO Veterans Living History Celebration
CF 39.7 A video highlighting the City's Veterans Living History Celebration was shown.

CITY COUNCIL PUBLIC COMMENT UPDATES

CF 10.4 There were no public comment updates.

PUBLIC COMMENTS

CF 10.3 The following individual addressed the City Council and provided public comments: Alex Yanez.

CONSENT CALENDAR

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

AYES: Councilmembers Lemons, Olmos,
 Cuellar Stallings; Vice Mayor Delgadillo;
 and Mayor Aguayo

NOES: None

ABSENT: None

ABSTAIN: None

2. AWARD OF
 CONTRACT
 Installation of 8" Fire
 Service at 15932
 Minnesota Avenue
 (City Project No. 9410) Awarded 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.

3. APPROVAL
 Housing Navigator
 Agreement with Kingdom
 Causes Bellflower Approved and authorized the Mayor or City Manager to execute the Housing Navigator Agreement with Kingdom Causes Bellflower in the amount not to exceed \$50,000.

OLD BUSINESS

4. CONTINUED
 PUBLIC HEARING
 ORDINANCE NO. 1177 Staff reported that the applicant has again requested that the public hearing on this item be continued.

 Approving Development Agreement No. 23-1 with Daniel Freedman/Jeffer Mangels Butler & Mitchell, LLC for Sobeida It was moved by Councilmember Lemons and seconded by Councilmember Cuellar Stallings to continue the public hearing to December 12, 2023.

 Filippi for the The motion was passed by the following roll call vote:

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
CF 43.1221

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

NEW BUSINESS

5. ORAL REPORT
Community Service
Organization Update –
Elks Lodge No. 1804

Elks Lodge District Deputy Grand Exalted Ruler Mike Maloney presented a PowerPoint presentation providing an overview of the services Elks Lodge #1804 provides to the Paramount community.

6. AWARD OF
CONTRACT
Home Improvement
Program Construction
Services at 14910 Calle
Las Brisas

Assistant Planning Director King gave the report and presented a PowerPoint presentation.

It was moved by Councilmember Lemons and seconded by Councilmember Cuellar Stallings to 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. The motion was passed by the following roll call vote:

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

7. **APPROVAL**
Professional Services Agreement with Gail M. Goldman Associates, LLC to prepare the City's Public Art Master Plan
- Assistant Planning Director King gave the report and presented a PowerPoint presentation.
- It was moved by Councilmember Olmos and seconded by Councilmember Cuellar Stallings 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. The motion was passed by the following roll call vote:
- AYES: Councilmembers Lemons, Olmos,
 Cuellar Stallings; Vice Mayor Delgadillo;
 and Mayor Aguayo
- NOES: None
- ABSENT: None
- ABSTAIN: None
-
8. **APPROVAL**
Professional Services Agreement with Moore Iacofano Goltsman, Inc. to prepare Residential Objective Design Standards (ODS) Citywide.
- Assistant Planning Director King gave the report and presented a PowerPoint presentation.
- It was moved by Councilmember Cuellar Stallings seconded by Councilmember Vice Mayor Delgadillo to 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. The motion was passed by the following roll call vote:
- AYES: Councilmembers Lemons, Olmos,
 Cuellar Stallings; Vice Mayor Delgadillo;
 and Mayor Aguayo
- NOES: None
- ABSENT: None
- ABSTAIN: None

ENVIRONMENTAL SUSTAINABILITY OLD BUSINESS

9. ORAL REPORT
Follow up on Energy Efficiency and Infrastructure Improvement Project Analysis performed by Willdan Energy Solutions
- Public Works Director Figueroa and representatives from Willdan Energy Solutions (WES) gave the report and presented a PowerPoint presentation providing additional information regarding the water meter replacement portion of the Energy Efficiency and Infrastructure Improvement Project Analysis performed by WES and the next steps for moving the project forward.

ENVIRONMENTAL SUSTAINABILITY NEW BUSINESS

10. PUBLIC HEARINGS
(Recommended continuance)
Energy Efficiency and Infrastructure Improvement Project by Willdan Energy Solutions
- City Manager Moreno stated that staff is recommending that this public hearing be continued to the December 12, 2023 City Council meeting.
- There being no one in the audience wishing to testify, it was moved by Councilmember Lemons and seconded by Councilmember Cuellar Stallings to continue the public hearing to December 12, 2023. The motion was passed by the following roll call vote:

AYES: Councilmembers Lemons, Olmos,
Cuellar Stallings; Vice Mayor Delgadillo;
and Mayor Aguayo

NOES: None

ABSENT: None

ABSTAIN: None

- 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

COMMENTS/COMMITTEE REPORTS

Councilmembers

Councilmember Lemons thanked and commended staff for the beautiful holiday decorations that were added around the hay tree.

Councilmember Olmos reported on her attendance at the re-grand opening of Walmart and expressed appreciation to Walmart for the grant funding they provided to the various community organizations. She thanked staff for their hard work on the Senior Thanksgiving event. She commented that she also attended the turkey give-a-way hosted by Xclusive Wraps and thanked them for supporting the community with a well-organized event. She reminded residents about tomorrow's Tree lighting event. Lastly, she asked staff if there is a process for inspecting streetlights to be sure they are working. In response, City Manager Moreno stated that the lights are inspected twice a year and any non-working lights are reported to Edison.

Vice Mayor Delgadillo reported on her attendance at the Senior Thanksgiving event noting that several seniors commented that they are very appreciative for all that the City does for the senior community. She thanked staff for their hard work on the event. She reported that she also attended the Chamber of Commerce's Thanksgiving Potluck and had an opportunity to meet several new business owners.

Councilmember Cuellar Stallings reported that she attended the Walmart re-grand opening and the turkey give-a-way hosted by Xclusive Wraps. She also reported on her attendance at the PTA roundtable event along with Mayor Aguayo and two PUSD board members. She commented that she attended the Senior Thanksgiving event as well as Pastor Grady Jone's 80th Birthday event. She invited the community to come out for the Tree Lighting event and encouraged residents to participate in the holiday home decorating contest.

Councilmember Aguayo reported that she attended the Walmart re-grand opening and thanked Walmart for all they do to support the community. She also thanked the various community organizations, agencies and individual for hosting several turkey give-a-ways. She commented that she also attended the Senior Thanksgiving event noting how much the seniors enjoy the event and they love the downtown holiday decorations. She reminded residents that the Christmas event season kicks-off tomorrow with the Tree Lighting followed by the Santa Train and Snow Fest the following week. Lastly, she reported that she along with several elected officials for other local communities worked together earlier today to create a press kit to support the opposition to the Zero-Bail policy.

Staff

City Manager Moreno reported that the video of the downtown holiday decorations posted on the City's social media channels got 1,400 likes on Instagram and several positive comments. He reminded residents about the Holiday Home Decorating contest. Community Services Director Johnson provided samples of the apples that will be distributed during next week's Santa Train event.

CLOSED SESSION

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

City Attorney Cavanaugh reported that the closed
session item listed above will be taken off calendar
and will be brought back to the City Council at a
future meeting.

ADJOURNMENT

There being no further business to come before the
City Council, Mayor Aguayo adjourned the meeting at
6:08 p.m. to a meeting on December 12, 2023 at 6:00
p.m.

Isabel Aguayo, Mayor

ATTEST:

Heidi Luce, City Clerk

DECEMBER 12, 2023

REGISTER OF DEMANDS

PARAMOUNT CITY COUNCIL

MOTION IN ORDER:

APPROVE THE PARAMOUNT CITY COUNCIL REGISTER OF DEMANDS.

MOTION:

MOVED BY: _____

SECONDED BY: _____

[] APPROVED

[] DENIED

ROLL CALL VOTE:

AYES: _____

NOES: _____

ABSENT: _____

ABSTAIN: _____

**CITY OF PARAMOUNT
FINAL CHECK REGISTER
November 30, 2023
Pre-issue Checks**

Check Number	Vendor Name	Amount	Description
331393	4 IMPRINT	2,029.28	PS - PUBLIC SAFETY EXPO
331467		741.51	CSR - STAR SUPPLIES
331688		647.37	CSR - STAR SUPPLIES
	Vendor Tota	3,418.16	
331556	A & G FENCE AND SUPPLY SALES	24,932.00	CIP-NEIGHBORHOOD ENHANCE (7720 MADISON)
331645		2,035.00	PW - FENCE REPAIR (RIVERBED)
	Vendor Tota	26,967.00	
331646	A Y NURSERY, INC.	97.88	PW - LANDSCAPE MNTC SUPPLIES
	Vendor Tota	97.88	
331412	ACC BUSINESS	793.22	GEN - CH SECONDARY FIBER INTERNET(10/23
	Vendor Tota	793.22	
331350	ACE BUSINESS MACHINES, INC	145.00	FIN - EQUIPMENT MNTC SVCS (12/23-12/24)
	Vendor Tota	145.00	
331304	ADAMS POOL AND SPA SERVICE	187.50	PW - FACILITY MNTC SVCS
	Vendor Tota	187.50	
331557	ADOPT A HIGHWAY	3,442.10	PW - LITTER REMOVAL SVCS (10/23)
	Vendor Tota	3,442.10	
331647	ADVANCED AQUATIC TECHNOLOGY	975.00	PW - CIVIC CENTER FOUNTAIN MNTC (11/23)
	Vendor Tota	975.00	
331558	AECOM TECHNICAL SERVICES, INC	2,915.00	PW - WATER ENG SVCS (7/23 - 9/23)
	Vendor Tota	2,915.00	
331413	AFLAC	1,468.50	AFLAC VOLUNTARY INSURANCE (10/23)
	Vendor Tota	1,468.50	
331559	AIRGAS	28.70	PW - WATER OPER MNTC SUPPLIES
	Vendor Tota	28.70	
331305	AKESO OCCUPATIONAL HEALTH	1,685.00	HR - HEALTH SCREENINGS (9/23)
		525.00	CSR - STAR HEALTH SCREENINGS (9/23)
	Vendor Tota	2,210.00	
331560	AKM CONSULTING ENGINEERS, INC	8,838.00	PW - WATER ENG SVCS (9/23)
331717		3,844.00	PW - WATER ENG SVCS (10/23)
	Vendor Tota	12,682.00	
331394	ALAGULYAN, ANNA	71.00	PS - PARKING CITATION REFUND(ALAGULYAN)
	Vendor Tota	71.00	
331468	ALERT CLEANERS	192.00	CSR - LAUNDRY SVCS (10/7)
	Vendor Tota	192.00	
331648	ALESHIRE & WINDER LLP	2,587.43	CA - LEGAL SVCS (SB9) 8/23 - 10/23
	Vendor Tota	2,587.43	
331306	ALIN PARTY SUPPLY CO.	263.66	CSR - STAR SUPPLIES
		105.40	CSR - STAR SUPPLIES
		32.96	CSR - STAR SUPPLIES
331718		92.61	CSR - STAR SUPPLIES
	Vendor Tota	494.63	
331469	ALL CITY MANAGEMENT SERVICES	13,478.56	PS - CROSSING GUARD SVCS (10/15-10/28)
		7,699.53	PS - CROSSING GUARD SVCS (10/15-10/28)
	Vendor Tota	21,178.09	
331395	ALTUVE, ANNA	23.00	PS - PARKING CITATION REFUND (ALTUVE)
	Vendor Tota	23.00	

**CITY OF PARAMOUNT
FINAL CHECK REGISTER
November 30, 2023
Pre-issue Checks**

Check Number	Vendor Name	Amount	Description
16819	AMAZON.COM	25.08	CSR - STAR SUPPLIES
		59.52	CSR - EQUIPMENT MNTC SUPPLIES
		30.85	CSR - STAR SUPPLIES
		34.05	CSR - PATHFINDERS SEMINAR SUPPLIES
		28.54	PS - PERMANENT PARKING PERMITS
		393.30	CSR - STAR SUPPLIES
		863.32	CSR - STAR SUPPLIES
		118.74	CSR - STAR SUPPLIES
		18.73	CSR - STAR SUPPLIES
		200.19	CSR - STAR SUPPLIES
		19.77	CSR - PATHFINDERS SEMINAR SUPPLIES
		240.86	CSR - STAR SUPPLIES
		33.92	PS - PERMANENT PARKING PERMITS
		12.76	CSR - STAR SUPPLIES
		1,073.25	CSR - STAR SUPPLIES
		66.56	CSR - STAR SUPPLIES
		18.62	CSR - STAR SUPPLIES
		11.01	CSR - STAR SUPPLIES
		568.60	CSR - RECREATION SUPPLIES
		30.18	HR - OFFICE SUPPLIES
		12.39	PL - OFFICE SUPPLIES
		165.36	CSR - RECREATION SUPPLIES
		1,199.48	CSR - SPORTS AWARDS
		165.30	PW - FACILITY MNTC SUPPLIES
		148.84	CSR - STAR SUPPLIES
		35.71	CSR - STAR SUPPLIES
		35.16	CM - OFFICE SUPPLIES
		94.21	CM - OFFICE SUPPLIES
		90.00	CM - OFFICE SUPPLIES
		5.94	HR - OFFICE SUPPLIES
		122.77	CSR - RECREATION SUPPLIES
		29.76	HR - OFFICE SUPPLIES
		55.00	CSR - STAR SUPPLIES
		164.20	CSR - STAR SUPPLIES
		9.91	CSR - STAR SUPPLIES
		176.39	CSR - STAR SUPPLIES
		69.42	HR - OFFICE SUPPLIES
		357.12	CSR - HALLOWEEN HOOTENANNY EVENT
		135.45	CSR - PATHFINDERS REFRESHMENTS
		328.73	PS - PUBLIC SAFETY EXPO (10/14)
		261.30	CSR - RECREATION SUPPLIES
		-29.76	HR - OFFICE SUPPLIES (CREDIT)
		-21.93	AS - OFFICE SUPPLIES (CREDIT)
		22.04	GEN - OFFICE SUPPLIES
		78.31	CSR - FACILITY SUPPLIES
		23.14	PS - PUBLIC SAFETY EXPO (10/14)
		163.81	CSR - RECREATION SUPPLIES
		794.72	CSR - STAR SUPPLIES
		154.32	CSR - FACILITY SUPPLIES
		11.01	CSR - STAR SUPPLIES
		99.40	CSR - FACILITY SUPPLIES
		163.81	CSR - RECREATION SUPPLIES
		75.39	CSR - CHATS & SNACKS WITH THE MAYOR
		55.37	CSR - CHATS & SNACKS WITH THE MAYOR
		8.88	PW - FACILITY MNTC SUPPLIES
		115.71	CSR - STAR SUPPLIES
		88.16	PS - PUBLIC SAFETY EXPO (10/14)
		77.14	AS - OFFICE SUPPLIES
		282.20	PW - FACILITY MNTC SUPPLIES
		50.26	PS - PUBLIC SAFETY EXPO (10/14)

**CITY OF PARAMOUNT
FINAL CHECK REGISTER
November 30, 2023
Pre-issue Checks**

Check Number	Vendor Name	Amount	Description
16819	AMAZON.COM	41.90	CM - OFFICE SUPPLIES
		58.99	CSR - STAR SUPPLIES
		650.00	HR - CAUGHT IN THE ACT OF EXCELLENCE
		30.86	CSR - STAR SUPPLIES
		47.19	CSR - STAR SUPPLIES
		66.12	CSR - STAR SUPPLIES
		660.88	CSR - STAR SUPPLIES
		110.89	PW - WATER TREATMENT HANDBOOK
		30.84	CSR - HAUNTED HOUSE EVENT
		57.80	CSR - RECREATION SUPPLIES
		41.80	PW - LANDSCAPE MNTC SUPPLIES
		196.22	CSR - RECREATION SUPPLIES
		161.98	CSR - STAR SUPPLIES
		53.85	CM - OFFICE SUPPLIES
		446.40	CSR - ENP SUPPLIES
		450.00	HR - CAUGHT IN THE ACT OF EXCELLENCE
		246.18	CSR - HALLOWEEN FESTIVAL EVENT
		361.25	CSR - ENP EVENT SUPPLIES
		85.54	PW - LANDSCAPE MNTC SUPPLIES
		38.58	CSR - STAR SUPPLIES
		495.90	CSR - STAR SUPPLIES
		243.48	CSR - STAR SUPPLIES
		137.74	CSR - STAR SUPPLIES
		548.86	CSR - STAR SUPPLIES
		22.04	CSR - STAR SUPPLIES
		413.25	CSR - STAR SUPPLIES
		152.11	CSR - STAR SUPPLIES
		66.09	CSR - STAR SUPPLIES
		876.89	CSR - STAR SUPPLIES
		90.72	CSR - ENP EVENT SUPPLIES
		946.59	CSR - STAR SUPPLIES
		28.58	CSR - ENP EVENT SUPPLIES
		145.96	CSR - ENP EVENT SUPPLIES
		57.01	CSR - STAR SUPPLIES
		-246.18	CSR - HALLOWEEN FESTIVAL EVENT (CREDIT)
		596.73	CSR - ENP SUPPLIES
		38.60	CSR - STAR SUPPLIES
		109.78	CP - SENIOR THANKSGIVING DINNER
		297.62	CP - SENIOR THANKSGIVING DINNER
		496.46	CSR - STAR SUPPLIES
		264.36	CSR - STAR SUPPLIES
		30.47	GEN - OFFICE SUPPLIES
		946.82	CSR - STAR SUPPLIES
		38.55	CSR - SANTA SNOWFEST EVENT
		60.54	CSR - RECREATION SUPPLIES
		38.34	CSR - SANTA SNOWFEST EVENT
		54.89	CP - SENIOR THANKSGIVING DINNER
		6.62	CSR - STAR SUPPLIES
		249.10	CSR - STAR SUPPLIES
		118.77	CSR - ENP SUPPLIES
		302.63	PW - FACILITY MNTC SUPPLIES
		25.35	PW - FACILITY MNTC SUPPLIES
		189.73	CSR - SANTA SNOWFEST EVENT
		159.52	CSR - PRESCHOOL SUPPLIES
		149.84	CSR - STAR SUPPLIES
		837.88	CSR - EQUIPMENT MNTC SUPPLIES
		202.08	CP - SENIOR THANKSGIVING DINNER
		-25.38	CSR - STAR SUPPLIES (CREDIT)
		220.44	CSR - STAR SUPPLIES
		36.06	PW - FACILITY MNTC SUPPLIES

**CITY OF PARAMOUNT
FINAL CHECK REGISTER
November 30, 2023
Pre-issue Checks**

Check Number	Vendor Name	Amount	Description
16819	AMAZON.COM	24.20	PW - FACILITY MNTC SUPPLIES
		958.18	CP - TREE LIGHTING EVENT
		130.24	CM - ELECTION SUPPLIES
		352.76	CSR - FACILITY SUPPLIES
		139.60	CP - TREE LIGHTING EVENT
		349.45	CSR - STAR SUPPLIES
		13.99	CM - OFFICE SUPPLIES
		598.77	CSR - ENP EVENT SUPPLIES
		33.03	CSR - ENP EVENT SUPPLIES
		75.72	PW - GENERAL SMALL TOOLS
		14.32	GEN - OFFICE SUPPLIES
		70.64	CM - ELECTION SUPPLIES
		991.50	PS - EQUIPMENT MNTC SUPPLIES
		198.30	PS - EQUIPMENT MNTC SUPPLIES
		51.99	CSR - STAR SUPPLIES
		75.72	PS - OFFICE SUPPLIES
		62.86	CSR - STAR SUPPLIES
		83.76	CSR - STAR SUPPLIES
		18.26	FIN - OFFICE SUPPLIES
		29.96	CSR - STAR SUPPLIES
		219.52	CSR - STAR SUPPLIES
		15.66	FIN - OFFICE SUPPLIES
		7.02	FIN - OFFICE SUPPLIES
		47.98	FIN - OFFICE SUPPLIES
		184.28	CSR - RECREATION SUPPLIES
		87.07	CSR - RECREATION SUPPLIES
		26.12	PS - OFFICE SUPPLIES
		33.02	CSR - ENP EVENT SUPPLIES
		28.65	PW - FACILITY MNTC SUPPLIES
		44.79	PS - OFFICE SUPPLIES
		59.41	CSR - STAR SUPPLIES
		99.87	PS - YAL SUPPLIES
		15.42	CSR - STAR SUPPLIES
		15.42	FIN - OFFICE SUPPLIES
		197.84	CSR - STAR SUPPLIES
		209.15	CSR - HAUNTED HOUSE EVENT
		643.81	CSR - FACILITY SUPPLIES
		235.86	CSR - ENP EVENT SUPPLIES
		142.41	CSR - ENP EVENT SUPPLIES
	Vendor Tota	29,570.93	
331351	AMBIENT PRO, LLC	3,000.00	CP - TREE LIGHTING EVENT
331379		43,200.00	CP - TREE LIGHTING EVENT
331630		2,930.00	CP - TREE LIGHTING EVENT
		1,650.00	CP - TREE LIGHTING EVENT
		400.00	CP - TREE LIGHTING EVENT
	Vendor Tota	51,180.00	
331307	AMERICAN WATER WORKS ASSOC.	321.00	PW - AWWA MEMBERSHIP (OG)
	Vendor Tota	321.00	
331380	ANDRADE, JULIANA	150.00	FACILITY DEPOSIT REFUND (ANDRADE 8168)
	Vendor Tota	150.00	
331352	ANTHEM SPORTS, LLC	1,644.50	CSR - VOLLEYBALL TOWER (2)
	Vendor Tota	1,644.50	
331719	APEX UNIVERSAL, INC	60.78	PW - STREET MNTC SUPPLIES
	Vendor Tota	60.78	

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Check Number	Vendor Name	Amount	Description
331649	APOLLO WOOD RECOVERY, INC	1,896.20	PW - LANDSCAPE MNTC SUPPLIES
331720		1,896.20	PW - LANDSCAPE MNTC SUPPLIES
	Vendor Tota	3,792.40	
331414	AQUA-METRIC SALES COMPANY	3,061.27	PW - WATER METERS (2)
	Vendor Tota	3,061.27	
331353	ARAMARK UNIFORM SERVICES, INC.	229.67	CSR - LAUNDRY SVCS (10/25)
331525		211.84	CSR - LAUNDRY SVCS (11/8)
	Vendor Tota	441.51	
331470	ARCTIC GLACIER USA, INC	20,233.08	CSR - SANTA SNOWFEST EVENT
	Vendor Tota	20,233.08	
331561	ARTESIA FERTILIZER	262.00	PW - LANDSCAPE MNTC SUPPLIES
331650		180.00	PW - LANDSCAPE MNTC SUPPLIES
	Vendor Tota	442.00	
331308	AT & T	95.59	GEN - SPLASH PAD INTERNET (10/23)
331415		122.34	GEN - COM CTR INTERNET (11/23)
331651		63.49	GEN - PARAMOUNT POOL INTERNET (11/23)
331309		1,078.11	PW - WATER SYSTEM SERVICE (9/23)
		1,005.77	GEN - TELEPHONE SERVICE (9/23)
331416		1,250.96	PW - WATER SYSTEM SERVICE (10/23)
		1,016.69	GEN - TELEPHONE SERVICE (10/23)
	Vendor Tota	4,632.95	
331310	ATKINSON, ANDELSON, LOYA	469.00	HR - PERSONNEL RELATIONS SVCS (9/23)
331652		33.50	HR - PERSONNEL RELATIONS SVCS (10/23)
		350.00	HR - COLLECTIVE BARGAINING SVCS (10/23)
	Vendor Tota	852.50	
331526	AVILA	15.03	WTR REF - 6528 SAN MIGUEL
	Vendor Tota	15.03	
331491	AVILA DIAZ	25.50	WTR DEP REF - 15365 NARANJA
	Vendor Tota	25.50	
331562	AVILA, NICOLAS	200.00	PS - HOME SECURITY REBATE PROGRAM
	Vendor Tota	200.00	
16813	BANK OF NEW YORK MELLON TRUST	157,147.28	POB 2021 - INTEREST PAYMENT (12/1)
		23,212.27	POB 2021 - INTEREST PAYMENT (12/1)
	Vendor Tota	180,359.55	
331527	BARAJAS	29.54	WTR REF - 8125 RANCHO ARROYO
	Vendor Tota	29.54	
331528	BARBOZA	32.11	WTR REF - 15322 HAYTER
	Vendor Tota	32.11	
331492	BARNES	17.41	WTR DEP REF - 16625 GEORGIA
	Vendor Tota	17.41	
331721	BARR COMMERCIAL DOOR REPAIR	1,958.00	PW - FACILITY MNTC SVCS
	Vendor Tota	1,958.00	
331653	BARRACUDA NETWORKS, INC	3,998.28	GEN - WEB SECURITY (CITY HALL FY21)
	Vendor Tota	3,998.28	
331396	BEIGHTON, DAVE	1,850.00	PS - DETECTIVE SPECIALIST (10/21-11/3)
331582		2,150.00	PS - DETECTIVE SPECIALIST (11/4-11/17)
	Vendor Tota	4,000.00	

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Check Number	Vendor Name	Amount	Description
331417	BIOMETRICS4ALL, INC	342.00	HR - FINGERPRINTING SVCS (10/23)
		288.00	CSR - STAR FINGERPRINTING SVCS (10/23)
	Vendor Tota	630.00	
331529	BLOMGREEN, MARY KAY	150.00	FACILITY DEPOSIT REFUND (BLOMGREEN 8240)
	Vendor Tota	150.00	
331418	BRAVO SIGN & DESIGN INC	7,643.25	PW - STREET SIGN REPLACEMENT
		2,462.45	PW - LANDSCAPE MNTC SUPPLIES
	Vendor Tota	10,105.70	
331563	BROTHERS JANITORIAL SUPPLY CO	149.39	PW - LANDSCAPE MNTC SUPPLIES
	Vendor Tota	149.39	
331311	BROWN BOLT & NUT CORP.	398.28	PW - WATER OPER MNTC SUPPLIES
331419		54.08	PW - WATER OPER MNTC SUPPLIES
331654		142.90	PW - FACILITY MNTC SUPPLIES
331722		108.01	PW - FACILITY MNTC SUPPLIES
	Vendor Tota	703.27	
331381	BROWN, COBY	900.00	CSR - OFFICIAL FEE (SOFTBALL - 10/23)
331508		240.00	CSR - STAR SPORTS REFEREE (11/2)
		120.00	CSR - STAR SPORTS REFEREE (11/9)
331689		600.00	CSR - OFFICIAL FEE (SOFTBALL 11/9, 11/16)
		445.50	CSR - YOUTH VOLLEYBALL COACHING
	Vendor Tota	2,305.50	
331564	BUCKNAM & ASSOCIATES, INC	3,546.00	PW - WATER DEPT ORG REVIEW (10/23)
		2,160.00	PW - WATER DEVELOPMENT PROGRAM
	Vendor Tota	5,706.00	
331530	CABALLERO, MELISSA	150.00	FACILITY DEPOSIT REFUND (CABALLERO 8220)
	Vendor Tota	150.00	
331565	CABLEGUYS CORPORATION	2,595.35	GEN - WI-FI UPGRADES SVCS
	Vendor Tota	2,595.35	
331690	CALIF PARK & RECREATION (CPRS)	555.00	CSR - CPRS MEMBERSHIP (DJ)
		150.00	CSR - CPRS MEMBERSHIP (YG)
	Vendor Tota	705.00	
16797	CALIFORNIA PUBLIC EMPLOYEES'	42,922.47	PERS RETIREMENT - PPE 11/03
16798		20,268.12	PERS RETIREMENT - PPE 11/03
16799		101,834.95	MEDICAL INSURANCE (ACTIVE) - 11/23
		9,513.00	MEDICAL INSURANCE (RETIRED) - 11/23
		532.96	MEDICAL INSURANCE (ADMIN FEE) - 11/23
16834		42,922.47	PERS RETIREMENT - PPE 11/17
16835		3,390.01	PERS RETIREMENT (11/23)
16836		20,819.70	PERS RETIREMENT - PPE 11/17
16837		533.58	PERS RETIREMENT (11/23)
16838		101,969.52	MEDICAL INSURANCE (ACTIVE) - 12/23
		9,513.00	MEDICAL INSURANCE (RETIRED) - 12/23
		533.39	MEDICAL INSURANCE (ADMIN) - 12/23
	Vendor Tota	354,753.17	
331420	CALPERS LONG-TERM CARE PROGRAM	59.42	CALPERS LTC - PPE 11/03 (AF)
331621		59.42	CALPERS LTC - PPE 11/17 (AF)
	Vendor Tota	118.84	
331531	CAMACHO, ENEDINA	150.00	FACILITY DEPOSIT REFUND (CAMACHO 8239)
	Vendor Tota	150.00	
331631	CAMACHO, JOSE	150.00	FACILITY DEPOSIT REFUND (CAMACHO 8267)
	Vendor Tota	150.00	

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Check Number	Vendor Name	Amount	Description
331509	CANON FINANCIAL SERVICES, INC	475.96	FIN - COPIER LEASE (10/23)
		554.24	GEN - COPIER LEASE (10/23)
		448.47	PL - COPIER LEASE (10/23)
		112.58	PS - COPIER LEASE (10/23)
		946.42	CSR - COPIER LEASE (10/23)
		498.70	PW - COPIER LEASE (10/23)
	Vendor Tota	3,036.37	
331532	CARDOSO	31.75	WTR REF - 15702 PERILLA #1
	Vendor Tota	31.75	
331533	CARRICHS ACCESSORIES, LLC	11.01	WTR REF - 7545 ROSECRANS
	Vendor Tota	11.01	
331493	CARRILLO	19.84	WTR DEP REF - 15963 HUNSAKER
	Vendor Tota	19.84	
331566	CARROT-TOP INDUSTRIES, INC	6,977.32	CSR - LOGO MATS (15)
	Vendor Tota	6,977.32	
331691	CASA ADELITA	323.03	CP - CHRISTMAS TRAIN EVENT
	Vendor Tota	323.03	
331494	CAZARES	361.76	WTR DEP REF - 15323 FAIRLOCK
	Vendor Tota	361.76	
331510	CELEBRATIONS	2,620.30	CP - SENIOR THANKSGIVING DINNER
	Vendor Tota	2,620.30	
331312	CENTRAL BASIN MUNI WATER DIST	313,394.95	PW - PURCHASED WATER (9/23)
331723		304,554.84	PW - PURCHASED WATER (10/23)
	Vendor Tota	617,949.79	
331692	CEREUS BLOOM LIFE COACHING	750.00	PS - YAL SUPPLIES
	Vendor Tota	750.00	
331313	CHARTER COMMUNICATIONS	6,981.77	GEN - INTERNET SVCS (10/23)
		142.02	GEN - CITY HALL CABLE (10/23)
		142.02	GEN - CITY YARD CABLE (10/23)
331511		6,981.77	GEN - INTERNET SVCS (11/23)
		148.42	GEN - CITY HALL CABLE (11/23)
		148.42	GEN - CITY YARD CABLE (11/23)
	Vendor Tota	14,544.42	
331534	CINDY'S JUMPERS, LLC	300.00	CSR - NIGHT MARKET (8/11)
331583		838.00	PS - YAL SUPPLIES (11/16)
	Vendor Tota	1,138.00	

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Check Number	Vendor Name	Amount	Description
331421	CINTAS #053	58.95	PW - UNIFORM SVC (FACILITIES)
		62.56	PW - UNIFORM SVC (LANDSCAPE)
		30.18	PW - UNIFORM SVC (ROADS)
		81.13	PW - UNIFORM SVC (WTR PRODUCTION)
		25.50	PW - UNIFORM SVC (WTR DISTRIBUTION)
		24.26	PW - UNIFORM SVC (WTR CUSTOMER SVC)
		58.95	PW - UNIFORM SVC (FACILITIES)
		39.88	PW - UNIFORM SVC (LANDSCAPE)
		30.18	PW - UNIFORM SVC (ROADS)
		23.65	PW - UNIFORM SVC (WTR PRODUCTION)
		25.50	PW - UNIFORM SVC (WTR DISTRIBUTION)
		24.26	PW - UNIFORM SVC (WTR CUSTOMER SVC)
		58.95	PW - UNIFORM SVC (FACILITIES)
		39.88	PW - UNIFORM SVC (LANDSCAPE)
		30.18	PW - UNIFORM SVC (ROADS)
		23.65	PW - UNIFORM SVC (WTR PRODUCTION)
		25.50	PW - UNIFORM SVC (WTR DISTRIBUTION)
		24.26	PW - UNIFORM SVC (WTR CUSTOMER SVC)
		58.95	PW - UNIFORM SVC (FACILITIES)
		39.88	PW - UNIFORM SVC (LANDSCAPE)
		30.18	PW - UNIFORM SVC (ROADS)
		23.65	PW - UNIFORM SVC (WTR PRODUCTION)
		25.50	PW - UNIFORM SVC (WTR DISTRIBUTION)
		24.26	PW - UNIFORM SVC (WTR CUSTOMER SVC)
		58.95	PW - UNIFORM SVC (FACILITIES)
		39.88	PW - UNIFORM SVC (LANDSCAPE)
		30.18	PW - UNIFORM SVC (ROADS)
		23.65	PW - UNIFORM SVC (WTR PRODUCTION)
		25.50	PW - UNIFORM SVC (WTR DISTRIBUTION)
		24.26	PW - UNIFORM SVC (WTR CUSTOMER SVC)
	Vendor Tota	1,092.26	
331422	CINTAS FIRE PROTECTION	156.00	PW - FIRE PROTECTION SVCS
	Vendor Tota	156.00	
16771	CITY OF PARAMOUNT PAYROLL	1,253.78	NET PAYROLL - SPEC 11/03
16778		469.17	NET PAYROLL - SPEC 10/31
16781		935.04	NET PAYROLL - SPEC 11/03
16785		359,682.22	NET PAYROLL - PPE 11/03
16800		126.52	NET PAYROLL - SPEC 11/9
16815		826.70	NET PAYROLL - SPEC 11/17
16820		357,921.76	NET PAYROLL - PPE 11/17
16831		376.49	NET PAYROLL - SPEC 11/24
	Vendor Tota	721,591.68	
331314	CITY OF PARAMOUNT WATER DEPT	21,324.11	GEN - PARKS & FACILITIES (9/23 - 10/23)
		36,851.26	PW - MEDIAN IRRIGATION (9/23 - 10/23)
		205.62	GEN - ASSESSMENT DISTRICT (9/23 - 10/23)
		40.33	GEN - CLRWTR BLDG (9/23 - 10/23)
		331.00	GEN - PARAMOUNT PARK (9/23 - 10/23)
		1,869.57	PW - PARAMOUNT PARK (9/23 - 10/23)
	Vendor Tota	60,621.89	
331724	CITY OF WHITTIER	120.00	CM - GATEWAY LUNCHEON (JM, GP, AH, EC)
	Vendor Tota	120.00	
331471	COLORS PRINTING, INC	436.59	CSR - SENIOR NEWSLETTER (11/23)
331632		515.97	CP - SENIOR THANKSGIVING DINNER
	Vendor Tota	952.56	

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331567	COMMERCIAL BUILDING MANAGEMENT	13,525.36	PW - JANITORIAL SVCS (10/23)
	Vendor Tota	13,525.36	
331315	COMMUNITY FAMILY GUIDANCE CTR	8,000.00	CP - COMMUNITY ORG FUNDING
	Vendor Tota	8,000.00	
331316	COMPLETE OFFICE	1,538.34	CIP - CITY HALL FURNITURE REPL
		1,538.34	CIP - CITY HALL FURNITURE REPL
	Vendor Tota	3,076.68	
331725	CONFIDENCE CONSULTING	4,810.33	HR - LEADERSHIP TRAINING (11/15)
	Vendor Tota	4,810.33	
331286	CONTINENTAL INTERPRETING	700.00	CC - COMMUNITY INTERPRETER (10/10)
		75.00	CC - TRANSLATION SVCS (AGENDA - 10/24)
331423		50.00	CC - TRANSLATION SVCS (AGENDA - 11/2)
		700.00	CC - COMMUNITY INTERPRETER (10/24)
331472		470.00	PS - COMMUNITY INTERPRETER (CWPC-10/26)
331568		50.00	PL - TRANSLATION SVCS (PH - 12/6)
331655		100.00	CC - TRANSLATION SVCS (AGENDA - 11/14)
		100.00	CC - TRANSLATION SVCS (AGENDA - 11/28)
	Vendor Tota	2,245.00	
331622	CORBY, DUANE	71.00	PS - CITATION REFUND (CORBY)
	Vendor Tota	71.00	
331726	CORRAL CONSTRUCTION	9,997.10	CIP - CLRWTR BLDG IMPROVEMENTS
	Vendor Tota	9,997.10	
331317	COTA, CLARISSA	560.00	CSR - YOGA INSTRUCTOR (10/23-WE)
	Vendor Tota	560.00	
331424	COVER YOUR BRASS, LLC	661.50	PW - WATER OPER MNTC SUPPLIES
	Vendor Tota	661.50	
331727	CRAFTWATER ENGINEERING, INC	14,058.85	CIP - SPANE PK STORMWATER CAPTURE
	Vendor Tota	14,058.85	
331287	CURIEL CHAVEZ, VANESSA M	200.00	PS - HOME SECURITY REBATE PROGRAM
	Vendor Tota	200.00	
331535	D & L SUPPLY	61.80	WTR REF - 14522 GARFIELD
331536		55.41	WTR REF - 14520 GARFIELD
	Vendor Tota	117.21	
331623	DANG, MIKE	198.00	PS- CITATION REFUND (DANG)
	Vendor Tota	198.00	
331354	DANNY'S JUMPERS	2,290.00	CP - TREE LIGHTING EVENT (23 CHAIRS)
331382		1,180.00	CSR - DAY OF THE DEAD EVENT
	Vendor Tota	3,470.00	
331569	DATA TICKET, INC	773.82	PS - CODE ENF CITATION SVCS (10/23)
		312.80	PS - SPECTATOR CITATION SVCS (10/23)
		200.00	PS - NOISE DISTURBANCE SVCS (10/23)
		200.00	PS-SIDEWALK VENDOR CITATION SVCS(10/23)
331633		6,702.02	PS - PARKING CITATION SVCS (10/23)
	Vendor Tota	8,188.64	
331288	DAVIS, MICHAEL	450.00	CSR - SANTA SNOWFEST EVENT
	Vendor Tota	450.00	
331570	DIAMOND ENVIRONMENTAL SERVICES	530.55	PW - DILLS PARK RESTROOM (11/23)
		317.83	PW - SALUD PARK RESTROOM (10/23)
	Vendor Tota	848.38	

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Check Number	Vendor Name	Amount	Description
331571	DIANA'S FLOWERS	300.00	CP - VETERANS CELEBRATION EVENT
	Vendor Tota	300.00	
331383	DIAZ	48.00	PS - CITATION REFUND (DIAZ)
331537		9.82	WTR REF - 6623 MARK KEPPEL
	Vendor Tota	57.82	
331384	DIRECTV	102.24	PS - EOC SATELLITE SVCS (10/23)
	Vendor Tota	102.24	
331473	DISASTER MANAGEMENT AREA E	5,640.00	PS - AREA E JPA MEMBERSHIP (FY 2024)
	Vendor Tota	5,640.00	
331512	DJ CATRACHO ENTERTAINMENT, INC	1,900.00	CP - CHRISTMAS TRAIN EVENT
	Vendor Tota	1,900.00	
331385	DOMINO'S PIZZA	60.00	CSR - STAR SUPPLIES
		60.00	CSR - PEP SUPPLIES
331474		66.00	CSR - STAR SUPPLIES
331572		350.00	CSR - STAR SUPPLIES
331693		200.00	CSR - HALLOWEEN FESTIVAL EVENT
		70.00	CSR - ADAPTIVE RECREATION EVENT (11/16)
		50.00	CSR - ADAPTIVE RECREATION EVENT (10/31)
		50.00	CSR - HALLOWEEN FESTIVAL EVENT
	Vendor Tota	906.00	
331318	DRILL SUB INC	24,960.00	PW - ELECTRICAL CONDUITS (PMT BLVD)
	Vendor Tota	24,960.00	
331573	DUNN EDWARDS PAINTS	35.89	PW - FACILTIY MNTC SUPPLIES
	Vendor Tota	35.89	
331319	EAGAN, GEORGE	197.35	PS - HOME SECURITY REBATE PROGRAM
	Vendor Tota	197.35	
331289	ECHEVERRIA, JORGE DIAZ	200.00	PS - HOME SECURITY REBATE PROGRAM
	Vendor Tota	200.00	
16776	ELAVON, INC	462.86	GEN-CS CREDIT CARD TERMINAL SVCS (10/23
16777		522.88	GEN-PL CREDIT CARD TERMINAL SVCS (10/23
	Vendor Tota	985.74	
331355	ELLIE BAKED IT	640.00	CP - VETERANS CELEBRATION EVENT
	Vendor Tota	640.00	
16772	EMPLOYMENT DEVELOPMENT DEPT	28.24	STATE PAYROLL TAX - SPEC 11/03
16782		13.63	STATE PAYROLL TAX - SPEC 11/03
16789		13,933.28	STATE PAYROLL TAX - PPE 11/03
16816		11.84	STATE PAYROLL TAX - SPEC 11/17
16821		14,120.86	STATE PAYROLL TAX - PPE 11/17
331425		802.00	UNEMPLOYMENT INSURANCE (7/23 - 9/23)
	Vendor Tota	28,909.85	

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16774	EMPOWER TRUST COMPANY	125.98	PT DEF COMP 457 - SPEC 11/03
16780		51.15	PT DEF COMP 457 - SPEC 10/31
16784		94.70	PT DEF COMP 457 - SPEC 11/03
16791		16,340.31	FT DEF COMP 457 - PPE 11/03
16792		14,697.55	PT DEF COMP 457 - PPE 11/03
16793		1,746.82	DEF COMP 457 ROTH - PPE 11/03
16802		20.84	PT DEF COMP 457 - SPEC 11/9
16818		88.10	PT DEF COMP 457 - SPEC 11/17
16823		15,647.93	FT DEF COMP 457 - PPE 11/17
16824		14,111.26	PT DEF COMP 457 - PPE 11/17
16825		1,746.82	DEF COMP 457 ROTH - PPE 11/17
16833		43.51	PT DEF COMP 457 - SPEC 11/24
16794		536.38	401A LOAN PAYMENT - PPE 11/03
16795		3,453.56	457 LOAN PAYMENT - PPE 11/03
16826		703.13	401A LOAN PAYMENT - PPE 11/17
16827		4,675.87	457 LOAN PAYMENT - PPE 11/17
16796		758.25	FT 401 QUAL COMP - PPE 11/03
16828		758.25	FT 401 QUAL COMP - PPE 11/17
	Vendor Tota	75,600.41	
331634	ENRIQUEZ, MAGDA	150.00	FACILITY DEPOSIT REFUND (ENRIQUEZ 8301)
	Vendor Tota	150.00	
331397	ENTERPRISE FM TRUST	12,432.00	PW - TRUCK LEASE (26LT7K) - PRINCIPAL
		7,476.90	PW - TRUCK LEASE (26LT7K) - OTHERS
	Vendor Tota	19,908.90	
331356	ESTRADA, BALTAZAR	300.00	CSR - SENIOR ENTERTAINMENT (11/9)
	Vendor Tota	300.00	
331320	EWING IRRIGATION PRODUCTS, INC	1,158.69	PW - LANDSCAPE MNTC SUPPLIES
	Vendor Tota	1,158.69	
331574	FACILITY WERX, INC	273.21	PW - HOUSEHOLD SUPPLIES
	Vendor Tota	273.21	
331303	FALCON FUELS, INC	113,601.25	PL - ECONOMIC DEVELOPMENT
	Vendor Tota	113,601.25	
331290	FEDEX	163.27	GEN - POSTAGE EXPENSE
		36.85	GEN - POSTAGE EXPENSE
	Vendor Tota	200.12	
331321	FERGUSON ENTERPRISES, INC	53.70	PW - FACILITY MNTC SUPPLIES
331426		283.59	PW - FACILITY MNTC SUPPLIES
		35.20	PW - FACILITY MNTC SUPPLIES
	Vendor Tota	372.49	
331575	FIELDTURF USA, INC	1,665.00	PW - LANDSCAPE MNTC SVCS
	Vendor Tota	1,665.00	
331427	FIRST VEHICLE SERVICES	31,342.08	PW - VEHICLE MNTC SVCS (10/23)
		2,271.47	PW - VEHICLE NON-CONTRACT MNTC (10/23)
331656		31,342.08	PW - VEHICLE MNTC SVCS (11/23)
		5,507.47	PW - VEHICLE NON-CONTRACT MNTC (11/23)
	Vendor Tota	70,463.10	
331584	FIRST-CITIZENS BANK & TRUST CO	561.35	PS - COPIER (11/23)
	Vendor Tota	561.35	
331585	FLORES, BRITNEY	71.00	PS - CITATION REFUND (FLORES)
	Vendor Tota	71.00	

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Check Number	Vendor Name	Amount	Description
331322	FORD MOTOR CREDIT COMPANY LLC	11,399.96	PW - TRUCK LEASE (8526713) - PRINCIPAL
		1,578.77	PW - TRUCK LEASE (8526713) - INTEREST
	Vendor Tota	12,978.73	
331624	FRANCHISE TAX BOARD	290.03	PAYROLL DEDUCTION - PPE 11/17
	Vendor Tota	290.03	
331657	FREEDOM FOREVER	146.12	PLAN CHECK FEE REFUND (7813 ROSE)
	Vendor Tota	146.12	
331495	GARCIA	22.82	WTR DEP REF - 7022 SAN LUIS
	Vendor Tota	22.82	
331658	GARIBALDO'S NURSERY	74.97	PW - LANDSCAPE MNTC SUPPLIES
331728		948.15	PW - LANDSCAPE MNTC SUPPLIES
		476.28	PW - LANDSCAPE MNTC SUPPLIES
	Vendor Tota	1,499.40	
331428	GAS COMPANY	3,949.90	GEN - FACILITIES NATURAL GAS (10/23)
		260.79	PW - WELL #14 NATURAL GAS (10/23)
		5.05	GEN - CLRWTR NATURAL GAS (10/23)
	Vendor Tota	4,215.74	
331323	GLOBAL INDUSTRIAL	740.02	GEN - COMPUTER MNTC SUPPLIES
	Vendor Tota	740.02	
331576	GOGO TECHNOLOGIES, INC	260.00	CSR - RIDE DISPATCH SVCS (7/23)
		1,141.78	CSR - RIDE FARE SVCS (7/23)
		1,176.95	CSR - RIDE FARE SVCS (9/23)
		200.00	CSR - RIDE DISPATCH SVCS (9/23)
	Vendor Tota	2,778.73	
331513	GOLDEN STATE WATER COMPANY	592.31	PW - MEDIAN IRRIGATION (10/23)
		7,397.23	GEN - ALL AMERICAN PARK WATER (10/23)
	Vendor Tota	7,989.54	
331398	GOODHART COFFEE LLC	861.31	CP - VETERANS CELEBRATION EVENT
	Vendor Tota	861.31	
331729	GOTHAM COOKIES, INC	356.09	CP - CHRISTMAS TRAIN SUPPLIES
331730		315.75	CP - CHRISTMAS TRAIN SUPPLIES
331731		258.34	CP - CHRISTMAS TRAIN SUPPLIES
331732		258.34	CP - CHRISTMAS TRAIN SUPPLIES
	Vendor Tota	1,188.52	
331475	GOTO COMMUNICATIONS, INC	2,143.09	GEN - VOIP TELEPHONE SVC (11/23)
	Vendor Tota	2,143.09	
331324	GRAINGER	1,251.83	PW - FACILITY MNTC SUPPLIES
331659		348.37	PW - WATER OPER MNTC SUPPLIES
	Vendor Tota	1,600.20	
331429	GREENFIELD LANDSCAPING & MNTC	57,671.40	PW - LANDSCAPE MNTC SVCS (10/23)
331577		5,325.00	PW - LANDSCAPE MNTC SVCS
		1,949.26	PW - LANDSCAPE MNTC SVCS
		581.51	PW - LANDSCAPE MNTC SVCS
		183.56	PW - LANDSCAPE MNTC SVCS
331733		11,192.82	PW - LANDSCAPE MNTC SVCS
	Vendor Tota	76,903.55	
331476	GUS'S DELI BBQ & GRILL	440.72	GEN - CC MEETING EXPENSE (11/2)
	Vendor Tota	440.72	

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Check Number	Vendor Name	Amount	Description
331660	HARVEY, CLEM	5.00	ELECTRICAL PERMIT REFUND (HARVEY)
	Vendor Tota	5.00	
16830	HASLER MAILING SYSTEMS	2,500.00	GEN - POSTAGE METER (11/22)
	Vendor Tota	2,500.00	
331325	HAZEN AND SAWYER	1,570.16	PW - WELL PERMITTING SVCS (7/23)
331578		8,245.25	PW - WELL PERMITTING SVCS (9/23)
		2,380.00	PW - WELL PERMITTING SVCS (8/23 - 9/23)
331734		1,680.00	PW - WELL PERMITTING SVCS (10/23)
		830.00	PW - WELL PERMITTING SVCS (10/23)
	Vendor Tota	14,705.41	
331357	HDL COREN & CONE	3,150.00	SA - PROPERTY TAX SVCS (10/23 - 12/23)
	Vendor Tota	3,150.00	
331661	HELPLINE YOUTH COUNSELING	8,000.00	CP - COMMUNITY ORG FUNDING
	Vendor Tota	8,000.00	
331399	HERNANDEZ STUDIO PRODUCTIONS	1,350.00	CP - VETERANS CELEBRATION EVENT
	Vendor Tota	1,350.00	
331430	HI-WAY SAFETY INC	502.74	PW - TRAFFIC SAFETY SUPPLIES
331579		102.36	PW - TRAFFIC SAFETY SUPPLIES
	Vendor Tota	605.10	
331291	HISTORIC INSIGHTS	2,700.00	CP - VETERANS CELEBRATION EVENT
	Vendor Tota	2,700.00	
331538	HOFFMAN PLASTIC COMPOUNDS, INC	65.00	WTR REF - 15555 TEXACO
	Vendor Tota	65.00	
331514	HOME DEPOT CRC/GECF	198.35	CSR - RECREATION SUPPLIES
		526.73	CSR - SANTA SNOWFEST
		131.98	CSR - ADAPTIVE RECREATION SUPPLIES
		347.09	CSR - NIGHT MARKET
		40.00	GEN - BANK FEES (CSR)
		90.86	GEN - BANK FEES
	Vendor Tota	1,335.01	

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331359	HOME DEPOT/GECF	203.94	PW - FACILITY MNTC SUPPLIES
		14.96	PW - FACILITY MNTC SUPPLIES
		87.02	PW - FACILITY MNTC SUPPLIES
		15.41	PW - FACILITY MNTC SUPPLIES
		368.31	PW - FACILITY MNTC SUPPLIES
		132.26	PW - FACILITY MNTC SUPPLIES
		626.27	PW - FACILITY MNTC SUPPLIES
		89.74	PW - LANDSCAPE MNTC SUPPLIES
		4.48	PW - FACILITY MNTC SUPPLIES
		258.33	PW - FACILITY MNTC SUPPLIES
		141.30	PW - FACILITY MNTC SUPPLIES
		26.26	PW - FACILITY MNTC SUPPLIES
		103.67	PW - FACILITY MNTC SUPPLIES
		165.69	PW - STREET MNTC SUPPLIES
		716.63	PW - FACILITY MNTC SUPPLIES
		39.62	PW - FACILITY MNTC SUPPLIES
		78.89	PW - GRAFFITI REMOVAL SUPPLIES
		117.55	PW - FACILITY MNTC SUPPLIES
		343.33	PW - GRAFFITI REMOVAL SUPPLIES
		182.70	PW - LANDSCAPE MNTC SUPPLIES
		221.91	PW - FACILITY MNTC SUPPLIES
		25.26	PW - FACILITY MNTC SUPPLIES
		30.56	PW - FACILITY MNTC SUPPLIES
		131.08	PW - FACILITY MNTC SUPPLIES
		326.56	PW - GRAFFITI REMOVAL SUPPLIES
		305.91	PW - GENERAL SMALL TOOLS
		136.38	PW - FACILITY MNTC SUPPLIES
		71.77	PW - LANDSCAPE MNTC SUPPLIES
		65.65	PW - FACILITY MNTC SUPPLIES
		398.21	PW - GRAFFITI REMOVAL SUPPLIES
		123.94	PW - LANDSCAPE MNTC SUPPLIES
		96.29	PW - FACILITY MNTC SUPPLIES
		156.38	PW - LANDSCAPE MNTC SUPPLIES
		797.89	PW - GRAFFITI REMOVAL SUPPLIES
		289.25	PW - GRAFFITI REMOVAL SUPPLIES
		388.51	PW - FACILITY MNTC SUPPLIES
		82.56	PW - FACILITY MNTC SUPPLIES
		292.97	PS - PITCH-IN PARAMOUNT SUPPLIES
		89.03	PS - PITCH-IN PARAMOUNT SUPPLIES
		77.95	PW - FACILITY MNTC SUPPLIES
		1,014.89	PW - GRAFFITI REMOVAL SUPPLIES
		482.86	PW - FACILITY MNTC SUPPLIES
		40.69	PW - FACILITY MNTC SUPPLIES
		148.55	PW - LANDSCAPE MNTC SUPPLIES
		394.51	PW - GRAFFITI REMOVAL SUPPLIES
		171.90	PW - FACILITY MNTC SUPPLIES
		-275.62	PW - FACILITY MNTC SUPPLIES (CREDIT)
		-55.13	PW - FACILITY MNTC SUPPLIES (CREDIT)
331516		32.57	PW - FACILITY MNTC SUPPLIES
		38.19	PW - FACILITY MNTC SUPPLIES
		36.65	PW - HOUSEHOLD SUPPLIES
		176.14	PS - PITCH-IN PARAMOUNT SUPPLIES
		140.59	PW - GRAFFITI REMOVAL SUPPLIES
		169.36	PW - LANDSCAPE MNTC SUPPLIES
		151.92	PW - FACILITY MNTC SUPPLIES
		35.26	PW - FACILITY MNTC SUPPLIES
		323.67	PW - GRAFFITI REMOVAL SUPPLIES
		262.24	PW - STREET MNTC SUPPLIES
		241.14	PW - GRAFFITI REMOVAL SUPPLIES
		716.63	PW - FACILITY MNTC SUPPLIES

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331516	HOME DEPOT/GECE	83.48	PW - FACILITY MNTC SUPPLIES
		49.16	PW - FACILITY MNTC SUPPLIES
		33.01	PW - GRAFFITI REMOVAL SUPPLIES
		80.17	PW - FACILITY MNTC SUPPLIES
		60.60	PW - FACILITY MNTC SUPPLIES
		351.02	PW - LANDSCAPE MNTC SUPPLIES
		939.33	PW - FACILITY MNTC SUPPLIES
		66.06	PW - FACILITY MNTC SUPPLIES
		160.85	PW - LANDSCAPE MNTC SUPPLIES
		83.39	PW - LANDSCAPE MNTC SUPPLIES
		32.88	PW - GRAFFITI REMOVAL SUPPLIES
		282.12	PW - GRAFFITI REMOVAL SUPPLIES
		31.69	PW - LANDSCAPE MNTC SUPPLIES
		10.76	PW - FACILITY MNTC SUPPLIES
		40.68	PW - LANDSCAPE MNTC SUPPLIES
		954.90	PW - GRAFFITI REMOVAL SUPPLIES
		11.27	PW - FACILITY MNTC SUPPLIES
		219.40	PW - LANDSCAPE MNTC SUPPLIES
		130.73	PW - FACILITY MNTC SUPPLIES
		16.01	PW - LANDSCAPE MNTC SUPPLIES
		254.77	PW - LANDSCAPE MNTC SUPPLIES
		59.40	PW - FACILITY MNTC SUPPLIES
		64.11	PW - STREET MNTC SUPPLIES
		880.65	PW - WATER OPER MNTC SUPPLIES
		27.10	PW - LANDSCAPE MNTC SUPPLIES
		96.94	PW - GRAFFITI REMOVAL SUPPLIES
		43.34	PW - FACILITY MNTC SUPPLIES
		5.49	PW - WATER OPER MNTC SUPPLIES
		56.37	PW - FACILITY MNTC SUPPLIES
		46.00	PW - WATER OPER MNTC SUPPLIES
		26.50	PW - WATER OPER MNTC SUPPLIES
		120.57	PW - FACILITY MNTC SUPPLIES
		-80.17	PW - FACILITY MNTC SUPPLIES (CREDIT)
		-939.33	PW - FACILITY MNTC SUPPLIES (CREDIT)
	Vendor Tota	16,370.68	
331735	HOUSE OF KRINGLE	1,487.50	CSR - SANTA SNOWFEST EVENT
	Vendor Tota	1,487.50	
331431	ILB ELECTRIC, INC	74,510.88	CIP - TRAFFIC SIGNAL(ALONDRA/PASS)-HSIP
	Vendor Tota	74,510.88	
331496	INFINITY TECHNOLOGIES	27,840.00	GEN - IT CONSULTANT SVCS (10/23)
		461.25	GEN - MS OFFICE 365 CLOUD BACKUP (10/23)
	Vendor Tota	28,301.25	
331292	INK HEAD DESIGN & PRINTS	4,878.56	CSR - STAR UNIFORMS
331360		1,013.23	CP - EVENT MERCHANDISE (DIA DE LOS MUER
331386		1,130.34	CSR - PTLA SUPPLIES (WE)
331477		21,441.48	CP - TREE LIGHTING EVENT (PROMO ITEMS)
331580		160.64	PW - FACILITY MNTC SUPPLIES
331736		205.07	PW - UNIFORMS (LANDSCAPE)
	Vendor Tota	28,829.32	

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Check Number	Vendor Name	Amount	Description
16773	INTERNAL REVENUE SERVICE	95.56	FED PAYROLL TAX - SPEC 11/03
		43.88	MEDICARE PAYMENT - SPEC 11/03
16779		14.94	MEDICARE PAYMENT - SPEC 10/31
16783		49.28	FED PAYROLL TAX - SPEC 11/03
		31.78	MEDICARE PAYMENT - SPEC 11/03
16790		36,736.36	FED PAYROLL TAX - PPE 11/03
		13,814.10	MEDICARE PAYMENT - PPE 11/03
16801		4.04	MEDICARE PAYMENT - SPEC 11/9
16817		79.19	FED PAYROLL TAX - SPEC 11/17
		29.24	MEDICARE PAYMENT - SPEC 11/17
16822		37,350.91	FED PAYROLL TAX - PPE 11/17
		13,788.50	MEDICARE PAYMENT - PPE 11/17
16832		12.00	MEDICARE PAYMENT - SPEC 11/24
	Vendor Tota	102,049.78	
331539	ITTELLA FOODS	14.14	WTR REF - 6309 ALONDRA
	Vendor Tota	14.14	
331326	IWORQ	5,250.00	PW - BACKFLOW SYSTEM SUPPORT (FY24)
	Vendor Tota	5,250.00	
331737	J & B MATERIALS	71.05	PW - FACILITY MNTC SUPPLIES
	Vendor Tota	71.05	

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331293	JANKOVICH COMPANY, LLC	2,603.74	PS - FLEET FUEL (10/15 - 10/21)
		165.95	PS - FLEET FUEL (10/15 - 10/21)
		15.83	PS - FLEET FUEL (10/15 - 10/21)
331478		2,837.38	PS - FLEET FUEL (10/22 - 10/31)
		277.14	PS - FLEET FUEL (10/22 - 10/31)
		171.04	PS - FLEET FUEL (10/22 - 10/31)
		102.81	CSR - FLEET FUEL (10/22 - 10/31)
331540		104.59	CSR - FLEET FUEL (11/1 - 11/7)
331581		2,609.72	PW - FLEET FUEL (10/22 - 10/31)
		1,988.07	PW - FLEET FUEL (10/22 - 10/31)
		1,813.27	PS - FLEET FUEL (11/1 - 11/7)
		1,709.56	PW - FLEET FUEL (10/15 - 10/21)
		1,181.43	PW - FLEET FUEL (10/15 - 10/21)
		549.61	PW - FLEET FUEL (10/22 - 10/31)
		487.77	PW - FLEET FUEL (10/15 - 10/21)
		328.94	PW - FLEET FUEL (10/15 - 10/21)
		255.27	PW - FLEET FUEL (10/22 - 10/31)
		225.58	PW - FLEET FUEL (10/22 - 10/31)
		218.91	PW - FLEET FUEL (10/15 - 10/21)
		208.12	PW - FLEET FUEL (10/15 - 10/21)
		189.58	PS - FLEET FUEL (11/1 - 11/7)
		142.14	PW - FLEET FUEL (10/22 - 10/31)
		25.62	PS - FLEET FUEL (11/1 - 11/7)
331635		1,880.10	PW - FLEET FUEL (11/8 - 11/14)
		191.43	PW - FLEET FUEL (11/8 - 11/14)
331662		1,569.75	PW - FLEET FUEL (11/8 - 11/14)
		1,466.02	PW - FLEET FUEL (11/1 - 11/7)
		1,142.45	PW - FLEET FUEL (11/8 - 11/14)
		813.33	PW - FLEET FUEL (11/1 - 11/7)
		635.67	PW - FLEET FUEL (11/1 - 11/7)
		342.30	PW - FLEET FUEL (11/1 - 11/7)
		191.88	PW - FLEET FUEL (11/8 - 11/14)
		178.39	PW - FLEET FUEL (11/1 - 11/7)
		114.94	PW - FLEET FUEL (11/1 - 11/7)
		91.61	PL - FLEET FUEL (11/15 - 11/21)
		52.60	PW - FLEET FUEL (11/8 - 11/14)
331694		96.10	CSR - FLEET FUEL (11/8 - 11/14)
331738		2,102.95	PW - FLEET FUEL (11/15 - 11/21)
		137.18	PW - FLEET FUEL (11/15 - 11/21)
		124.88	PW - FLEET FUEL (11/15 - 11/21)
	Vendor Tota	29,343.65	
331432	JCS AUTOMATION, LLC	967.60	PW - WATER OPER MNTC SVCS
	Vendor Tota	967.60	
331433	JHM SUPPLY LANDSCAPE AND	224.77	PW - LANDSCAPE MNTC SUPPLIES
	Vendor Tota	224.77	
331434	JMG SECURITY SYSTEMS, INC	10,751.00	PW - ID ACCESS CARDS (500)
		309.08	PW - SECURITY SYSTEM MNTC
331663		397.77	PW - SECURITY SYSTEM MNTC
331739		2,040.00	PW - SECURITY INSTALLATION (7700 ROOD)
		1,605.00	PW - EQUIPMENT INSTALLATION (15500 DOWN
		1,200.38	PW - SECURITY SYSTEM MNTC
	Vendor Tota	16,303.23	
331294	JOE GONSALVES & SON INC	3,300.00	CC - STATE LEGISLATIVE LOBBYIST (11/23)
331664		3,300.00	CC - STATE LEGISLATIVE LOBBYIST (12/23)
	Vendor Tota	6,600.00	

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331625	JOE'S AUTO UPHOLSTERY	2,167.50	CP - CHRISTMAS TRAIN UPGRADE
	Vendor Tota	2,167.50	
331740	JOHN L HUNTER	12,595.00	PW - NPDES CONSULTING SVCS (9/23)
	Vendor Tota	12,595.00	
331586	JONES, FREDESHA S	143.31	PS - HOME SECURITY REBATE PROGRAM
	Vendor Tota	143.31	
331327	JUNIOR'S CONSTRUCTION, INC	3,381.00	PW - FACILITY MNTC SVCS
331587		24,150.00	CIP - PAVERS (JEFFERSON)
		3,980.00	PW - FACILITY MNTC SVCS
331741		1,900.00	PW - FACILITY MNTC SVCS
		900.00	PW - FACILITY MNTC SVCS
	Vendor Tota	34,311.00	
331742	KALEIDOSCOPE	5,500.00	CSR - PEP APPLICATION MGMT SOFTWARE
	Vendor Tota	5,500.00	
331665	KELTERITE CORPORATION	756.18	PW - STREET MNTC SUPPLIES
	Vendor Tota	756.18	
331666	KEN'S WELDING	595.00	PW - FACILITY MNTC SVCS
		435.00	PW - FACILITY MNTC SVCS
		385.00	PW - FACILITY MNTC SVCS
		240.00	PW - FACILITY MNTC SVCS
		190.00	PW - FACILITY MNTC SVCS
		95.00	PW - FACILITY MNTC SVCS
	Vendor Tota	1,940.00	
331435	KILEY & ASSOCIATES, LLC	3,500.00	CC - FEDERAL LEGISLATIVE LOBBYIST(10/23)
	Vendor Tota	3,500.00	
331497	KIRTLAND & SONS DEMOLITION INC	675.42	WTR DEP REF - 16635 DEMO PARAMOUNT
	Vendor Tota	675.42	
331743	KOSMONT REALTY	1,838.20	AS - ECONOMIC DEVELOPMENT SVCS(RE-10/23)
	Vendor Tota	1,838.20	
331744	L A COUNTY DEPT OF HEALTH SVCS	37.00	PW - ANNUAL BACKFLOW FEE (CITY YARD)
		37.00	PW - ANNUAL BACKFLOW FEE (CITY YARD)
		37.00	PW - ANNUAL BACKFLOW FEE (CITY YARD)
		37.00	PW - ANNUAL BACKFLOW FEE (CITY HALL)
		37.00	PW - ANNUAL BACKFLOW FEE (SPAN PARK)
		37.00	PW - ANNUAL BACKFLOW FEE (VILLAGE PARK)
		37.00	PW - ANNUAL BACKFLOW FEE (ORANGE POOL)
		37.00	PW - ANNUAL BACKFLOW FEE (7010 SOMERSET)
		37.00	PW - ANNUAL BACKFLOW FEE (GARFIELD PARK)
		37.00	PW - ANNUAL BACKFLOW FEE(PARAMOUNT PARK)
		37.00	PW - ANNUAL BACKFLOW FEE (CITY HALL)
		37.00	PW - ANNUAL BACKFLOW FEE (8210 CENTURY)
	Vendor Tota	444.00	
331328	L A COUNTY DEPT OF PUBLIC WORK	3,177.70	PW - INDUSTRIAL WASTE SVCS (9/23)
331436		3,403.58	CIP - TRAFFIC SIGNAL (ALONDRA/PASSAGE)
331667		6,457.06	PW - INDUSTRIAL WASTE SVCS (10/23)
		1,303.49	PW - TRAFFIC SIGNAL CONTROLLER TESTING
	Vendor Tota	14,341.83	
331329	L A COUNTY FIRE DEPARTMENT	1,032.00	PW - HAZ MAT DISCLOSURE (WELL #14)
		770.00	PW - HAZ MAT DISCLOSURE (WELL #15)
	Vendor Tota	1,802.00	

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331636	L A COUNTY SHERIFF	532,582.02	PS - GENERAL LAW ENFORCEMENT (10/23)
		180,016.61	PS - SPECIAL ASSIGNMENT OFFICER (10/23)
		54,384.88	PS - SWORN SUPERVISION (10/23)
		561.68	PS - VEHICLE MDC (10/23)
		8,820.08	PS - B/W PATROL VEHICLE (10/23)
331695		16,253.63	PS - CRIME SUPPRESSION (SCOPS) - 10/23
		13,506.03	PS - SPECIAL OPERATION (10/23)
		11,102.05	PS - STREET RACING ENFORCEMENT (10/23)
		9,675.25	PS - TRANSIT ENFORCEMENT (10/23)
		9,297.72	PS - TRAFFIC ENFORCEMENT (10/23)
		6,647.52	PS - SUPERVISOR OVERTIME (10/23)
		5,356.69	PS - PARTY PATROL (SCOPS) - 10/23
331745		11,813.56	PS - HELICOPTER SVCS (10/23)
	Vendor Tota	860,017.72	
331588	L.N. CURTIS AND SONS	134.53	PS - UNIFORMS (OV)
	Vendor Tota	134.53	
331668	LA OPINION	875.00	CM - ELECTION ADVERTISEMENT (11/2)
	Vendor Tota	875.00	
331498	LARA	29.31	WTR DEP REF - 6543 SAN MIGUEL
	Vendor Tota	29.31	
331479	LAURINCO	1,495.00	CIP - CITY HALL PLANNING DEPT
		390.00	CIP - CITY HALL CONF ROOM UPGRADE
331517		9,424.50	CSR - CITY YARD GYM DESIGN
		4,322.50	CSR - CITY YARD GROTTO DESIGN
	Vendor Tota	15,632.00	
331361	LINCOLN NATIONAL LIFE INS CO	571.85	DENTAL INSURANCE (HMO) - 11/23
		8,362.52	DENTAL INSURANCE (PPO) - 11/23
		656.40	VOLUNTARY LIFE INSURANCE - 11/23
		1,460.85	LIFE INSURANCE - 11/23
		4,289.37	DISABILITY INSURANCE - 11/23
		15.98	DENTAL INSURANCE (HMO) - ADJ
		-307.69	DENTAL INSURANCE (PPO) - ADJ
331746		571.85	DENTAL INSURANCE (HMO) - 12/23
		8,589.47	DENTAL INSURANCE (PPO) - 12/23
		656.40	VOLUNTARY LIFE INSURANCE - 12/23
		1,544.99	LIFE INSURANCE - 12/23
		4,542.09	DISABILITY INSURANCE - 12/23
		1,225.47	DENTAL INSURANCE (PPO) - ADJ
	Vendor Tota	32,179.55	

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Check Number	Vendor Name	Amount	Description
331330	LINDSAY LUMBER CO., INC	37.46	PW - WATER OPER MNTC SUPPLIES
331589		145.81	PW - STREET MNTC SUPPLIES
		54.61	PW - FACILITY MNTC SUPPLIES
		36.35	PW - FACILITY MNTC SUPPLIES
		28.83	PW - FACILITY MNTC SUPPLIES
331696		451.11	PW - FACILITY MNTC SUPPLIES
		246.24	PW - FACILITY MNTC SUPPLIES
		69.69	PW - WATER OPER MNTC SUPPLIES
		68.36	PW - STREET MNTC SUPPLIES
		51.33	PW - FACILITY MNTC SUPPLIES
		47.35	PW - FACILITY MNTC SUPPLIES
		42.92	PW - WATER OPER MNTC SUPPLIES
		33.05	PW - FACILITY MNTC SUPPLIES
		24.02	PW - FACILITY MNTC SUPPLIES
		23.13	PW - FACILITY MNTC SUPPLIES
		6.62	PW - WATER OPER MNTC SUPPLIES
		<u>-451.11</u>	PW - FACILITY MNTC SUPPLIES (CREDIT)
	Vendor Tota	915.77	
331331	LIZAMA, GILBERT	200.00	PS - HOME SECURITY REBATE PROGRAM
	Vendor Tota	200.00	
331499	LOPEZ	20.90	WTR DEP REF - 16243 GEORGIA
	Vendor Tota	20.90	
331400	LUCAMBIO, HAROLD	1,178.00	PS - YAL SVCS (10/21 - 11/03)
331590		1,178.00	PS - YAL SVCS (11/04 - 11/17)
	Vendor Tota	2,356.00	
331697	M. HARA LAWNMOWER CENTER	1,061.83	PW - LANDSCAPE MNTC SUPPLIES
		511.61	PW - LANDSCAPE MNTC SUPPLIES
		299.58	PW - LANDSCAPE MNTC SUPPLIES
		277.95	PW - LANDSCAPE MNTC SUPPLIES
	Vendor Tota	2,150.97	
331437	M/D PLUMBING	2,000.00	PW - FACILITY MNTC SVCS
		500.00	PW - FACILITY MNTC SVCS
		200.00	PW - FACILITY MNTC SVCS
	Vendor Tota	2,700.00	
331747	MAGIC JUMP RENTALS, INC	3,335.00	CSR - SANTA SNOWFEST EVENT
		1,334.60	CSR - SANTA SNOWFEST EVENT
	Vendor Tota	4,669.60	
331637	MAKEITPOP_PARTY DECOR	3,500.00	CP - TREE LIGHTING EVENT
331698		250.00	CP - VETERANS CELEBRATION EVENT
331748		650.00	CP - SENIOR THANKSGIVING DINNER
	Vendor Tota	4,400.00	
331387	MARTINEZ, XIOMARA	150.00	FACILITY DEPOSIT REFUND (MARTINEZ 8241)
	Vendor Tota	150.00	
331541	MATOS	27.06	WTR REF - 15808 PERILLA #1
	Vendor Tota	27.06	
16770	MATRIX TRUST TPA 000363	48,591.29	RETIREE HEALTH TRUST 12/23)
	Vendor Tota	48,591.29	
331749	MCA DIRECT	1,704.11	GEN - OFFICE SUPPLIES
	Vendor Tota	1,704.11	
331542	MEDILAND CORPORATION	92.15	WTR REF - 7022 ALONDRA
	Vendor Tota	92.15	

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331401	MEZA, MARJORIE	950.00	PS - YAL SVCS (10/21 - 11/03)
331591		950.00	PS - YAL SVCS (11/04 - 11/17)
	Vendor Tota	1,900.00	
331750	MIRACLE RECREATION EQUIPMENT	409.97	PW - LANDSCAPE MNTC SUPPLIES
	Vendor Tota	409.97	
331518	MIXED COMPANY	750.00	CP - TREE LIGHTING EVENT
	Vendor Tota	750.00	
331295	MOORE IACOFANO GOLTSMAN, INC	5,932.50	PL - SPECIFIC PLAN (CLRWTR)-9/23 (SB2)
331332		3,103.75	CSR - PARKS MASTER PLAN SVCS (9/23)
331519		4,211.25	PL - SPECIFIC PLAN (CLRWTR)-10/23 (SB2)
	Vendor Tota	13,247.50	
331480	MRS ENVIRONMENTAL INC	500.00	PL - MITIGATION MONITOR (WORLD ENERGY)
	Vendor Tota	500.00	
331543	MUNOZ	24.85	WTR REF - 6630 MOTZ
	Vendor Tota	24.85	
331402	MUNOZ, JOANNA G	1,140.00	PS - YAL SVCS (10/21 - 11/03)
331592		1,140.00	PS - YAL SVCS (11/04 - 11/17)
	Vendor Tota	2,280.00	
331638	MUNYON, ALEXANDRA	150.00	FACILITY DEPOSIT REFUND (MUNYON 8300)
	Vendor Tota	150.00	
331699	NAPA AUTO PARTS	52.58	PW - FACILITY MNTC SUPPLIES
		19.82	PW - WATER OPER MNTC SUPPLIES
	Vendor Tota	72.40	
331500	NAVA	17.54	WTR DEP REF - 15808 PERILLA #1
	Vendor Tota	17.54	
331296	NEVELS, LENNEA	200.00	PS - HOME SECURITY REBATE PROGRAM
	Vendor Tota	200.00	
331481	OFFICE DEPOT, INC.	168.58	CSR - STAR SUPPLIES
		154.78	CSR - STAR SUPPLIES
331593		836.75	CSR - STAR SUPPLIES
		55.63	FIN - OFFICE SUPPLIES
331700		363.80	CSR - OFFICE SUPPLIES
		174.17	CSR - STAR SUPPLIES
		120.70	CSR - STAR SUPPLIES
	Vendor Tota	1,874.41	

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Check Number	Vendor Name	Amount	Description
331438	OFFICE SOLUTIONS	1,251.17	GEN - OFFICE SUPPLIES
		385.32	GEN - OFFICE SUPPLIES
		270.27	PW - HOUSEHOLD SUPPLIES
		97.78	GEN - OFFICE SUPPLIES
		59.20	GEN - OFFICE SUPPLIES
		43.53	PW - OFFICE SUPPLIES
331594		857.27	GEN - OFFICE SUPPLIES
		492.16	PW - HOUSEHOLD SUPPLIES
		240.42	PW - HOUSEHOLD SUPPLIES
		38.65	GEN - OFFICE SUPPLIES
		-210.00	PW - HOUSEHOLD SUPPLIES (CREDIT)
331701		394.92	GEN - OFFICE SUPPLIES
		295.79	PW - HOUSEHOLD SUPPLIES
		269.69	PW - OFFICE SUPPLIES
		234.55	PW - FACILITY MNTC SUPPLIES
		210.00	GEN - KITCHEN SUPPLIES
		184.80	GEN - KITCHEN SUPPLIES
		-210.00	GEN - KITCHEN SUPPLIES (CREDIT)
	Vendor Tota	4,905.52	
331439	OMG NATIONAL	916.22	PS - COMMUNITY PROMO SUPPLIES
		85.59	PS - COMMUNITY PROMO SUPPLIES (TAX)
		-85.59	OMG NATIONAL
	Vendor Tota	916.22	
16775	OPENEDGE	6,850.66	GEN - UB WEB BANK CHARGES (10/23)
	Vendor Tota	6,850.66	
331482	OVATION LATIN BAND	3,500.00	CP - SENIOR THANKSGIVING DINNER
	Vendor Tota	3,500.00	
331595	PACIFIC RIM AUTOMATION, INC.	2,315.25	PW - SCADA SYSTEM SUPPORT
		1,160.00	PW - SCADA SYSTEM MNTC (11/23)
	Vendor Tota	3,475.25	
331362	PARAMOUNT CHAMBER OF COMMERCE	350.00	CP - PULSE BEAT CITY SCAPE (10/23)
331669		350.00	CP - PULSE BEAT CITY SCAPE (11/23)
	Vendor Tota	700.00	
331440	PARAMOUNT JOURNAL	528.00	CM - PUBLISHED NOTICE (11/02)
		294.25	CM - PUBLISHED NOTICE (11/02)
		176.00	CM - PUBLISHED NOTICE (11/02)
		151.25	CM - PUBLISHED NOTICE (11/02)
		129.25	CM - PUBLISHED NOTICE (10/26)
		121.00	CM - PUBLISHED NOTICE (11/02)
		82.50	CM - PUBLISHED NOTICE (10/26)
331596		524.37	CM - PUBLISHED NOTICE (11/09)
		156.75	CM - PUBLISHED NOTICE (11/09)
		134.75	CM - PUBLISHED NOTICE (11/09)
		82.50	CM - PUBLISHED NOTICE (11/09)
	Vendor Tota	2,380.62	
331333	PARAMOUNT UNIFIED SCHOOL DIST	586.50	CSR - STAR SUPPLIES
		393.00	CSR - STAR SUPPLIES
331670		275.35	CM - GATEWAY CM MEETING (11/9)
331702		592.50	CSR - STAR SUPPLIES
		377.50	CSR - STAR SUPPLIES
	Vendor Tota	2,224.85	
331520	PARAMOUNT YOUTH SOCCER	126.00	CP - YOUTH SCHOLARSHIP PROGRAM
		108.00	CP - YOUTH SCHOLARSHIP PROGRAM
	Vendor Tota	234.00	

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331703	PARKINS & ASSOCIATES	2,210.00	PW - LANDSCAPE MNTC SVCS
	Vendor Tota	2,210.00	
331501	PARSAM CONSTRUCTION INC	581.64	WTR DEP REF - 7751 CONSTR 70TH
	Vendor Tota	581.64	
331297	PARSAM CONSTRUCTION, INC	8,875.11	CIP - 70TH ST PERIMETER WALL
	Vendor Tota	8,875.11	
331639	PASILLA, JACQUELINE	150.00	FACILITY DEPOSIT REFUND (PASILLA 8276)
	Vendor Tota	150.00	
331502	PAT WEST LLC	2,875.00	AS - PERSONNEL DEVELOPMENT (PW)
	Vendor Tota	2,875.00	
16788	PATH POINT MERCHANT SVCS, LLC	605.46	PL - ONLINE PERMIT SVCS (10/23)
	Vendor Tota	605.46	
331441	PENNER PARTITIONS, INC	7,056.00	CIP - PARAMOUNT PARK RESTROOM RENOVATIO
	Vendor Tota	7,056.00	
331442	PEOPLESPLACE	2,899.74	GEN - CITY HALL STORAGE CABINETS
331671		551.25	CIP - CITY HALL FURNITURE REPL
	Vendor Tota	3,450.99	
331544	PERAZA	30.05	WTR REF - 15808 PERILLA #3
	Vendor Tota	30.05	
331363	PEREZ, DAILEEN	192.00	CSR - FOLKLORICO/ADULT CLASS(10/23)
		422.40	CSR - FOLKLORICO BEYOND SPECTRUM(10/23)
	Vendor Tota	614.40	
331334	PEREZ-LEON, DANALY	640.00	CSR - FOLKLORICO CLASS (9/23)
331364		460.80	CSR - FOLKLORICO TOTS CLASS (10/23)
		451.20	CSR - FOLKLORICO BEGINNER CLASS (10/23)
		259.20	CSR - FOLKLORICO INTER/ADV CLAS (10/23)
331672		259.20	CSR - FOLKLORICO TOTS CLASS (11/23)
		460.80	CSR - FOLKLORICO BEGINNER CLASS (11/23)
		384.00	CSR - FOLKLORICO INTER/ADV CLAS (11/23)
	Vendor Tota	2,915.20	
331388	PETER JACOBS PRODUCTIONS, INC	2,000.00	CP - VETERANS CELEBRATION EVENT
331466		2,000.00	CP - VETERANS CELEBRATION
	Vendor Tota	4,000.00	
331335	PETTY CASH	764.37	PETTY CASH REPLENISHMENT
331365		4,000.00	CSR - TURKEY GIVEAWAY (HAHN)
	Vendor Tota	4,764.37	
331298	PIECE BY PIECE	16,833.33	CIP - PARAMOUNT PARK ENTRY (ART PIECE)
	Vendor Tota	16,833.33	
331503	PLATINUM PACKAGING	59.96	WTR DEP REF - 7709 SOMERSET
	Vendor Tota	59.96	
331504	POLK	6.80	WTR DEP REF - 7341 MARCELLE
	Vendor Tota	6.80	
331673	POLYDOT	359.13	GEN - BUDGET-AT-A-GLANCE
331751		6,201.72	PW - CPA MAILER
	Vendor Tota	6,560.85	
331704	POOL & ELECTRICAL PRODUCTS, INC	81.40	PW - FACILITY MNTC SUPPLIES
	Vendor Tota	81.40	

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331366	POSITIVE PROMOTIONS	694.26	PS - PUBLIC SAFETY EXPO (10/14)
331389		358.95	PS - PUBLIC SAFETY EXPO (10/14)
	Vendor Tota	1,053.21	
331674	PRECISION ELEVATOR	184.00	PW - FACILITY MNTC SVCS
	Vendor Tota	184.00	
331752	PRUDENTIAL OVERALL SUPPLY	67.17	PW - UNIFORMS
		6.65	PW - UNIFORMS
		4.18	PW - UNIFORMS
		2.09	PW - UNIFORMS
		2.09	PW - UNIFORMS
		4.18	PW - UNIFORMS
	Vendor Tota	86.36	
331483	PUNKYS ICE CREAM	165.00	CSR - STAR SUPPLIES
331545		66.00	CSR - PEP SUPPLIES
331753		276.00	CSR - STAR SUPPLIES
	Vendor Tota	507.00	
331505	QUINONEZ	.14	WTR DEP REF - 8421 2ND ST #1/2
	Vendor Tota	.14	
331546	RAMIREZ	2.51	WTR REF - 15304 OLIVA
	Vendor Tota	2.51	
331484	RAZZOUK, MARC	1,200.00	CSR - PHIT INSTRUCTOR (10/23)
	Vendor Tota	1,200.00	
331443	RDC-S111, INC	916.00	CIP - CIVIC CENTER FOUNTAIN DESIGN
331521		24,440.00	CIP - PROGRESS PLAZA IMPROVEMENTS
		18,405.00	CIP - PROGRESS PLAZA IMPROVEMENTS
		11,452.50	CIP - PROGRESS PLAZA IMPROVEMENTS
331754		43,362.00	CIP - PROGRESS PLAZA IMPROVEMENTS
	Vendor Tota	98,575.50	
331336	RED WING SHOE STORE	365.31	PW - WORKBOOTS - (FACILITIES)
		165.31	PW - WORKBOOTS - (LANDSCAPE)
		200.00	PW - WORKBOOTS - (ROADS)
		159.83	PW - WORKBOOTS - (WTR DIST)
	Vendor Tota	890.45	
331367	REGISTRAR-RECORDER/L.A. COUNTY	75.00	PL - PUBLISHED NOTICE (11/2)
		75.00	PL - PUBLISHED NOTICE (11/2)
		75.00	PL - PUBLISHED NOTICE (11/2)
331755		75.00	PL - PUBLISHED NOTICE (12/7)
		75.00	PL - PUBLISHED NOTICE (12/7)
	Vendor Tota	375.00	
331756	REMMI CONSTRUCTION, INC	21,000.00	CIP - PARAMOUNT POOL INTERIOR IMPROVEME
	Vendor Tota	21,000.00	
331444	RESOURCE BUILDING MATERIALS	766.96	PW - LANDSCAPE MNTC SUPPLIES
		187.75	PW - LANDSCAPE MNTC SUPPLIES
		81.11	PW - LANDSCAPE MNTC SUPPLIES
331597		617.10	PW - LANDSCAPE MNTC SUPPLIES
	Vendor Tota	1,652.92	
331445	RETAIL MARKETING SERVICES	25.00	PW - CART SERVICES
	Vendor Tota	25.00	
331403	REVA FELDMAN, LLC	2,500.00	PS - EOC CONSULTING SVCS (11/23)
	Vendor Tota	2,500.00	

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331368	RIGHTMER, JOHNNIE	173.64	PL - CALBO CONFERENCE (JR)
	Vendor Tota	173.64	
331404	RILEY PRINTING CO	1,207.39	PS - PARKING CITATION ENVELOPES
	Vendor Tota	1,207.39	
331675	RIVERA'S POWER EQUIPMENT	1,802.50	PW - LANDSCAPE MNTC SUPPLIES
		132.24	PW - LANDSCAPE MNTC SUPPLIES
		115.80	PW - LANDSCAPE MNTC SUPPLIES
331757		127.90	PW - LANDSCAPE MNTC SUPPLIES
	Vendor Tota	2,178.44	
331337	ROADLINE PRODUCTS INC	2,456.01	PW - STREET MNTC SUPPLIES
		744.19	PW - STREET MNTC SUPPLIES
331446		2,456.01	PW - STREET MNTC SUPPLIES
331598		661.50	PW - STREET MNTC SUPPLIES
331676		1,008.79	PW - FACILITY MNTC SUPPLIES
331758		782.78	PW - TRAFFIC SAFETY SUPPLIES
		468.56	PW - STREET MNTC SUPPLIES
	Vendor Tota	8,577.84	
331338	RODGER'S CATERING	974.33	CP - VETERANS CELEBRATION EVENT
331705		281.14	CP - VETERANS CELEBRATION EVENT
331759		463.05	CP - TREE LIGHTING EVENT
	Vendor Tota	1,718.52	
331599	RODRIGUEZ, GILBERTO	200.00	PS - HOME SECURITY REBATE PROGRAM
	Vendor Tota	200.00	
331547	ROKEZ AUTO BODY	65.00	WTR REF - 15520 VERMONT
	Vendor Tota	65.00	
331600	RON'S MAINTENANCE	16,700.00	PW - CATCH BASIN MNTC (10/23)
	Vendor Tota	16,700.00	
331601	ROSS, NATHAN	500.00	PS - BUSINESS SECURITY REBATE PROGRAM
	Vendor Tota	500.00	
331339	RPW SERVICES, INC.	395.00	PW - PEST CONTROL SVCS
		220.00	PW - PEST CONTROL SVCS
		200.00	PW - PEST CONTROL SVCS
331706		328.00	PW - PEST CONTROL SVCS
		735.00	PW - PEST CONTROL SVCS
		455.00	PW - PEST CONTROL SVCS
		220.00	PW - PEST CONTROL SVCS
		200.00	PW - PEST CONTROL SVCS
	Vendor Tota	2,753.00	
331299	RYLES, JACQUELINE Y	200.00	PS - HOME SECURITY REBATE PROGRAM
	Vendor Tota	200.00	
331447	S & J SUPPLY CO.	2,086.37	PW - WATER OPER MNTC SUPPLIES
		502.26	PW - WATER OPER MNTC SUPPLIES
331602		1,098.98	PW - WATER OPER MNTC SUPPLIES
		274.75	PW - WATER OPER MNTC SUPPLIES
	Vendor Tota	3,962.36	
331707	SALCO GROWERS, INC.	186.49	PW - LANDSCAPE MNTC SUPPLIES
	Vendor Tota	186.49	
331548	SANDOVAL	3.33	WTR REF - 13826 FAIRLOCK
	Vendor Tota	3.33	

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331448	SARRIS, INC	2,495.00	PW - ICE MACHINE REPAIR (MARIPOSA)
		2,255.75	PW - A/C SYSTEM SVCS (CITY HALL)
		968.80	PW - A/C SYSTEM SVCS (WELL #15)
		907.03	PW - A/C SYSTEM SVCS (MARIPOSA)
		810.69	PW - A/C SYSTEM SVCS (CITY HALL)
		702.78	PW - A/C SYSTEM SVCS (STATION)
		579.04	PW - A/C SYSTEM SVCS (CITY YARD)
		548.50	PW - KITCHEN REF MNTC
		542.44	PW - A/C SYSTEM SVCS (GYM)
		448.13	PW - A/C SYSTEM SVCS (CITY HALL)
		365.00	PW - A/C SYSTEM SVCS (PROGRESS PK)
		365.00	PW - KITCHEN REF MNTC (PROGRESS PK)
		358.00	PW - A/C SYSTEM SVCS (COM CENTER)
		352.53	PW - A/C SYSTEM SVCS (CLRWTR)
		225.00	PW - KITCHEN REF MNTC (CLRWTR)
		172.50	PW - A/C SYSTEM SVCS (STATION)
		160.00	PW - A/C SYSTEM SVCS (FINE ARTS)
331603		215.00	PW - A/C SYSTEM SVCS (SPAN PARK)
331708		1,286.79	PW - ICE MACHINE MNTC (CLRWTR)
		526.91	PW - A/C SYSTEM SVCS (CITY YARD)
		157.11	PW - WATER OPER MNTC SUPPLIES
331760		33,475.00	CIP - PARAMOUNT POOL UPGRADES (HEATER)
	Vendor Tota	47,917.00	
331604	SCA OF CA, LLC	17,384.90	PW - STREET SWEEPING (10/23)
	Vendor Tota	17,384.90	
331485	SCHOOL HEALTH CORPORATION	352.79	CSR - RECREATION SUPPLIES
	Vendor Tota	352.79	
331340	SCHOOL NEWS ROLL CALL	375.00	CP - SCHOOL NEWS ROLL CALL ADVERTISEMENT
	Vendor Tota	375.00	
331605	SCOTT FAZEKAS & ASSOCIATES,	29,666.80	PL - PLAN CHECK SVCS (10/23)
		9,200.00	PL - PERMIT TECHNICIAN (10/23)
		250.00	PL - BLDG OFFICIAL SVCS (10/23)
	Vendor Tota	39,116.80	
331761	SECTRAN SECURITY INC	681.54	GEN - ARMORED CAR SVC (11/23)
	Vendor Tota	681.54	
331405	SEPULVEDA, MARTIN	117.91	PS - UNIFORMS (MS)
	Vendor Tota	117.91	
331341	SERRATOS, ANA M	132.29	PS - HOME SECURITY REBATE PROGRAM
	Vendor Tota	132.29	
331522	SHELLITO TRAINING & CONSULTING	5,168.89	HR - MANAGERS TRAINING (11/9)
	Vendor Tota	5,168.89	
331342	SHOETERIA	163.71	PW - WORK BOOTS (LANDSCAPE)
	Vendor Tota	163.71	
331506	SILVA	8.67	WTR DEP REF - 7113 SAN LUIS
	Vendor Tota	8.67	
331406	SILVA, EMELY	200.00	PS - HOME SECURITY REBATE PROGRAM
	Vendor Tota	200.00	
331369	SITEONEMEDIA CORPORATION	2,625.00	CP - CHRISTMAS TRAIN EVENT
331523		2,625.00	CP - CHRISTMAS TRAIN EVENT
	Vendor Tota	5,250.00	

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331300	SMART & FINAL IRIS CO	122.42	PS - PUBLIC SAFETY EXPO (10/14)
		87.98	PS - MEETING EXPENSE (10/18)
331343		466.43	CSR - STAR SUPPLIES
		281.32	CSR - MEETING EXPENSE
		97.20	CSR - STAR SUPPLIES
		96.66	CSR - 1660 ADULT SPORTS SUPPLIES
		71.94	CSR - PEP SUPPLIES
		32.96	CSR - PEP SUPPLIES
		32.83	CSR - STAR SUPPLIES
331390		162.60	PS - OFFICE SUPPLIES
		79.95	PS - MEETING EXPENSE
331391		153.58	CSR - PEP SUPPLIES
		142.03	GEN - CC MEETING EXPENSE (11/2)
		108.56	CSR - PEP SUPPLIES
		23.12	GEN - CC MEETING EXPENSE (11/2)
331486		213.41	CSR - STAR SUPPLIES
		72.03	CSR - STAR SUPPLIES
		56.05	CSR - PATHFINDERS SEMINAR SUPPLIES
331487		99.26	CSR - ENP EVENT SUPPLIES
331549		453.06	CSR - STAR SUPPLIES
331606		38.95	CSR - STAR SUPPLIES
331640		245.07	CSR - ENP EVENT SUPPLIES (WE)
		131.04	CSR - PATHFINDERS SEMINAR SUPPLIES
		79.46	CSR - PRESCHOOL SUPPLIES
		59.57	CSR - ENP EVENT SUPPLIES (WE)
		28.11	CSR - PATHFINDERS SEMINAR SUPPLIES
331641		134.86	PS - YAL SUPPLIES
331677		39.00	GEN - KITCHEN SUPPLIES
		31.28	GEN - VENDING MACHINE (REIMB)
	Vendor Tota	3,640.73	
331449	SMITH PAINT	363.00	PW - FACILITY MNTC SUPPLIES
331709		209.36	PW - GRAFFITI REMOVAL SUPPLIES
331762		532.34	PW - GRAFFITI REMOVAL SUPPLIES
		292.49	PW - GRAFFITI REMOVAL SUPPLIES
	Vendor Tota	1,397.19	
331607	SO CALIF SECURITY CENTERS, INC	487.80	PW - FACILITY MNTC SVCS
	Vendor Tota	487.80	
331642	SOCALSHOOTER	694.58	CP - TREE LIGHTING EVENT
	Vendor Tota	694.58	
331524	SOLUTIONZ	2,491.53	CSR - STAR SUPPLIES
	Vendor Tota	2,491.53	
331507	SORIA	26.81	WTR DEP REF - 15321 BELLOTA
	Vendor Tota	26.81	
331301	SOTO, ELIZABETH	200.00	PS - HOME SECURITY REBATE PROGRAM
	Vendor Tota	200.00	
331763	SOURCE GRAPHICS	158.76	GEN - BUSINESS CARDS (DA, RR)
	Vendor Tota	158.76	
331407	SOUTH COAST DANCE ARTS ALLIANC	1,500.00	CP - VETERANS CELEBRATION EVENT
	Vendor Tota	1,500.00	

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Check Number	Vendor Name	Amount	Description
331488	SOUTHERN CALIFORNIA EDISON CO.	63,026.42	GEN - FACILITIES & PARKS (9/23)
		4,078.07	GEN - CLRWTR BLDG (9/23)
		13,356.39	GEN - STREET LIGHTS & MEDIANS (9/23)
		41,290.11	GEN - WATER PRODUCTION WELLS(9/23)
		790.21	GEN - PARAMOUNT PARK (9/23)
331608		6,984.51	PW-WATER PIPELINE LICENSE (11/23-10/24)
	Vendor Tota	129,525.71	
331643	SOUTHWEST PATROL, INC	10,812.50	CSR - PK SUPERVISION SVCS (10/1-10/15)
331678		13,610.00	CSR - PK SUPERVISION SVCS (10/16-10/31)
		440.00	CC - CC MEETING SECURITY (10/23)
331764		12,910.00	CSR - PK SUPERVISION SVCS (11/1-11/15)
	Vendor Tota	37,772.50	
331450	SPECTRUM	769.92	GEN - INTERNET SVCS (11/23)
	Vendor Tota	769.92	
331451	STATE DISBURSEMENT UNIT	430.00	PAYROLL DEDUCTION - PPE 11/03
331626		430.00	PAYROLL DEDUCTION - PPE 11/17
331452		115.38	PAYROLL DEDUCTION - PPE 11/03
331627		115.38	PAYROLL DEDUCTION - PPE 11/17
	Vendor Tota	1,090.76	
331609	STEAMX - SIGNAL HILL	953.87	PW - GRAFFITI REMOVAL SUPPLIES
	Vendor Tota	953.87	
331453	STEVE A FILARSKY	262.50	HR - LEGAL SVCS (10/23)
	Vendor Tota	262.50	
331710	SUNBELT RENTALS, INC	582.29	PW - FACILITY MNTC SVCS
		580.58	PW - FACILITY MNTC SVCS
	Vendor Tota	1,162.87	
331344	SUNOUT MOBILE WINDOW TINTING	870.98	PW - FACILITY MNTC SUPPLIES
		196.68	PW - FACILITY MNTC SUPPLIES
	Vendor Tota	1,067.66	
331711	SUPERCO SPECIALTY PRODUCTS	2,267.20	PW - GRAFFITI REMOVAL SUPPLIES
	Vendor Tota	2,267.20	
331644	SUPERIOR COURT OF CALIFORNIA	14,498.00	PS - PARKING VIOLATIONS (10/23)
	Vendor Tota	14,498.00	
331765	TACO NAZO	250.00	HR - EMPLOYEE HOLIDAY MEETING
	Vendor Tota	250.00	
331345	TAYLOR'S LOCK & KEY SVCS	192.35	PW - LANDSCAPE MNTC SVCS
331610		107.27	PW - FACILITY MNTC SUPPLIES
331766		27.06	PW - FACILITY MNTC SUPPLIES
	Vendor Tota	326.68	
331454	TEAMSTERS LOCAL 911	598.00	UNION DUES - PPE 11/03
331628		598.00	UNION DUES - PPE 11/17
	Vendor Tota	1,196.00	
331611	TETRA TECH, INC	660.00	PW - WATER ENG SVCS (7/23)
	Vendor Tota	660.00	
331370	THE CAVANAUGH LAW GROUP, APLC	27,456.00	CA - CITY ATTORNEY SVCS (10/23)
		7,948.20	PS - CITY PROSECUTOR (10/23)
	Vendor Tota	35,404.20	

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331346	THE PUN GROUP, LLP	17,000.00	FIN - AUDIT SVCS (FY 2023)
		4,000.00	PW - AUDIT SVCS (FY 2023)
		4,000.00	SA - AUDIT SVCS (FY 2023)
	Vendor Tota	25,000.00	
331612	THE SALVATION ARMY	26,505.00	PS - BELL SHELTER PROGRAM (10/23)
	Vendor Tota	26,505.00	
331302	THE SAUCE CREATIVE SERVICES	1,814.53	CP - VETERANS CELEBRATION EVENT
331347		133.12	CSR - EVENT BANNER
331371		75.00	CSR - ADULT SPORTS FLYER
331489		50.00	CSR - HOOTENANNY FLYER UPDATE
331550		1,023.94	CSR - HALLOWEEN FESTIVAL BANNERS
		225.84	CSR - HALLOWEEN DECO WINNER
331613		1,911.48	CSR - UNIFORMS
331712		273.96	CP - CHRISTMAS TRAIN EVENT
331767		255.50	CP - TREE LIGHTING EVENT FRAME CUTOUT
	Vendor Tota	5,763.37	
331679	TONY'S GLOVES & SAFETY SUPPLY	1,401.93	PW - HOUSEHOLD SUPPLIES
		1,356.71	PW - HOUSEHOLD SUPPLIES
		1,322.16	PW - HOUSEHOLD SUPPLIES
		1,279.51	PW - HOUSEHOLD SUPPLIES
	Vendor Tota	5,360.31	
331455	TORRES, MARIO	495.00	PW - IMSA CERTIFICATION RENEWAL
		82.00	PW - DMV MEDICAL REPORT
	Vendor Tota	577.00	
16786	TOTAL ADMINISTRATIVE SERVICES	961.49	FT FSA - PPE 10/20
16829		961.49	FT FSA - PPE 11/03
16839		961.49	FT FSA - PPE 11/17
	Vendor Tota	2,884.47	
331768	TREEPEOPLE INC	10,202.09	PW - UFMP SVCS (7/23 - 8/23)
	Vendor Tota	10,202.09	
331408	TRINITY CONSULTANTS, INC	7,161.41	PL - AIR MONITORING SVCS (10/23)
	Vendor Tota	7,161.41	
331490	TRIEPEI SMITH & ASSOCIATES	5,682.50	AS - COMMUNICATIONS CONSULTANT (10/23)
331680		9,081.00	AS - COMMUNICATIONS CONSULTANT (11/23)
	Vendor Tota	14,763.50	

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Check Number	Vendor Name	Amount	Description
16760	U S BANK CORPORATE PAYMENT	1,991.41	CIP - PARAMOUNT PARK RESTROOM
		355.54	GEN - KITCHEN SUPPLIES
16761		491.25	PW - FACILITY MNTC SVCS
16762		434.58	PS - GNP MEETING (8/26)
		47.21	PS - OFFICE SUPPLIES
		100.85	PS - OFFICE SUPPLIES
		149.00	PS - BUSINESS GRAMMAR WEBINAR
		451.97	PS - PITCH-IN PARAMOUNT
		79.20	PS - CEO TRAINING (SL)
		5.00	PS - CEO TRAINING (SL)
		60.00	PS - PITCH-IN PARAMOUNT
		140.00	PS - PITCH-IN PARAMOUNT
16763		527.40	PS - CCCA FALL SUMMIT (MM)
		132.65	PS - LASD MEETING EXPENSE (9/12)
16764		294.00	FIN - JOTFORM SUBSCRIPTION
16765		47.55	CSR - RECREATION SUPPLIES
		15.43	CP - COMMISSIONER'S APPRECIATION DINNER
16766		242.13	CSR - STAR SUPPLIES
		45.16	CSR - STAR SUPPLIES
		10.00	CSR - STAR SUPPLIES
		9.91	CSR - STAR SUPPLIES
		12.12	CSR - STAR SUPPLIES
		24.24	CSR - STAR SUPPLIES
		265.74	CP - COMMISSIONERS' APPRECIATION DINNER
		24.77	CSR - STAR SUPPLIES
		3.85	CSR - STAR SUPPLIES
		65.00	CSR - ENP EXCURSION (8/31)
		113.33	CSR - MEETING EXPENSE (9/1)
		20.97	CSR - MEETING EXPENSE (8/31)
		42.96	CSR - PEP SUPPLIES
		42.96	CSR - STAR SUPPLIES
		150.00	CSR - PATHFINDERS EXCURSION (12/16)
		113.45	CSR - MEETING EXPENSE (9/1)
		114.75	CSR - ENP EXCURSION (9/6)
		61.68	CSR - STAR SUPPLIES
		81.56	CSR - STAR SUPPLIES
		368.18	GEN - CC MEETING EXPENSE (9/12)
		1.00	CSR - RECREATION SUPPLY (SHOPIFY)
		270.23	CSR - STAR SUPPLIES
		361.28	CP - CHRISTMAS TRAIN SUPPLIES
		110.96	CSR - FACILITY SUPPLIES
		-10.97	CSR - STAR SUPPLIES (CREDIT)
		-16.43	CSR - STAR SUPPLIES (CREDIT)
		198.01	CSR - STAR SUPPLIES
		257.32	CSR - STAR SUPPLIES
		44.10	CSR - STAR SUPPLIES
		142.11	CSR - ENP EVENT SUPPLIES
		44.10	CSR - STAR SUPPLIES
		33.08	CSR - STAR SUPPLIES
		29.00	CSR - PATHFINDERS SEMINAR SUPPLIES
		16.54	CSR - STAFF SCHEDULING APP
		550.00	CSR - STAR SUPPLIES
		300.00	CSR - MEETING EXPENSE (9/12)
		7.07	CSR - STAR SUPPLIES
		98.12	CSR - STAR SUPPLIES
		156.52	CSR - PATHFINDERS EXCURSION SUPPLIES
		132.59	CSR - STAR SUPPLIES
		182.77	CSR - PATHFINDERS REFRESHMENTS
		5.00	CSR - STAR SUPPLIES
		26.35	CSR - MEETING EXPENSE (9/14)

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Check Number	Vendor Name	Amount	Description
16766	U S BANK CORPORATE PAYMENT	267.80	CSR - STAR SUPPLIES
		138.80	CSR - STAR SUPPLIES
		402.23	CSR - STAR SUPPLIES
		22.05	CSR - STAR SUPPLIES
		62.41	CSR - STAR SUPPLIES
		22.03	CSR - STAR SUPPLIES
		48.51	CSR - STAR SUPPLIES
		33.08	CSR - STAR SUPPLIES
		81.13	CSR - ENP EVENT SUPPLIES
		41.87	CSR - EVENT @ THE POND
		151.70	CSR - STAR SUPPLIES
		7.72	CSR - STAR SUPPLIES
		224.91	CSR - STAR SUPPLIES
		516.78	CSR - ENP EVENT SUPPLIES
		330.90	CSR - STAR SUPPLIES
		675.62	CSR - STAR SUPPLIES
		424.85	CSR - STAR SUPPLIES
		109.99	CSR - DISNEY+ SUBSCRIPTION
		67.60	CSR - STAR SUPPLIES
		86.38	CSR - ENP EVENT SUPPLIES
		28.37	CSR - ENP EVENT SUPPLIES
16767		145.00	GEN - E-NEWSLETTER
		125.00	AS - ICSC MEMBERSHIP (AV)
		491.96	AS - CAL CITIES ANNUAL CONF (AV)
		30.00	RM - CJPIA RISK MGMT CONF (AV)
		667.89	RM - CJPIA RISK MGMT CONF (AV)
		95.00	AS - CAL CITIES ANNUAL CONF (AV)
		428.57	AS - MEETING EXPENSE (9/14)
		550.00	AS - ICSC CONFERENCE (AV)
		90.00	AS - MMASC MEMBERSHIP (AV)
		25.19	AS - CAL CITIES ANNUAL CONF (AV)
		826.86	GEN - CAMERA
		9.25	AS - CAL CITIES ANNUAL CONF (AV,VCS,IA)
		6.86	AS - CAL CITIES ANNUAL CONF (AV,VCS,IA)
		7.91	AS-CAL CITIES ANNUAL CONF(AV,BO,VCS,IA)
		30.53	AS - CAL CITIES ANNUAL CONF (AV)
		61.97	CC - CAL CITIES ANNUAL CONF (VCS, IA)
		72.00	AS - CAL CITIES ANNUAL CONF (AV)
		43.36	AS-CAL CITIES ANNUAL CONF(AV,JM,VCS,IA)
		11.46	AS - CAL CITIES ANNUAL CONF (AV,VCS,IA)
		24.96	AS - CAL CITIES ANNUAL CONF (AV)
		500.10	AS - CAL CITIES ANNUAL CONF (AV)
16768		333.96	CC - CJPIA RISK MGMT CONF (IA)
		333.96	CC - CJPIA RISK MGMT CONF (AD)
		333.96	CC - CJPIA RISK MGMT CONF (VCS)
		187.96	CM - ICMA CONFERENCE
		-650.00	CC - CCCA FALL SUMMIT (PL) - CREDIT
		667.89	CM - CJPIA RISK MGMT CONF
		28.65	CM - OFFICE SUPPLIES
		45.90	CM - GATEWAY CONF (9/7)
		493.60	CC - CCCA FALL SUMMIT (IA)
		493.60	CC - CCCA FALL SUMMIT (VCS)
		493.60	CC - CCCA FALL SUMMIT (BO)
		33.81	CC - CCCA FALL SUMMIT (BO)
		75.00	HR - JOB NOTICE (CSR)
		64.19	CM - CCCA FALL SUMMIT
		128.38	CC - CCCA FALL SUMMIT (BO, VCS)
		64.19	AS - CCCA FALL SUMMIT (PA)
		64.18	PS - CCCA FALL SUMMIT (MM)
		798.52	CM - CCCA FALL SUMMIT

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Check Number	Vendor Name	Amount	Description
16768	U S BANK CORPORATE PAYMENT	111.99	CC - CCCA FALL SUMMIT (BO)
		145.80	CC - CCCA FALL SUMMIT (IA)
		145.80	CC - CCCA FALL SUMMIT (VCS)
		85.00	CM - CCCA CITY MANAGER'S SUMMIT
		95.00	CM - CAL CITIES ANNUAL CONF
		125.00	CM - ICSC MEMBERSHIP
		550.00	CM - ICSC CONF
		48.75	CM - CAL CITIES ANNUAL CONF
		19.98	CM - CAL CITIES ANNUAL CONF
		14.91	CM - CAL CITIES ANNUAL CONF
		40.78	AS - CAL CITIES ANNUAL CONF (AV)
		23.96	CM - CAL CITIES ANNUAL CONF
		3.00	CM - CAL CITIES ANNUAL CONF
		14.38	CM - CAL CITIES ANNUAL CONF
		500.09	CC - CAL CITIES ANNUAL CONF (IA)
		250.05	CM - CAL CITIES ANNUAL CONF
		500.09	CC - CAL CITIES ANNUAL CONF (VCS)
		250.05	CC - CAL CITIES ANNUAL CONF (BO)
		81.00	CM - CAL CITIES ANNUAL CONF
		20.99	CM - CAL CITIES ANNUAL CONF
		16.93	CM - CAL CITIES ANNUAL CONF
		35.96	CM - CAL CITIES ANNUAL CONF
		29.81	CC - CAL CITIES ANNUAL CONF (IA)
		.01	CC - CAL CITIES ANNUAL CONF (IA)
		.01	CC - CAL CITIES ANNUAL CONF (VCS)
		23.03	CM - CAL CITIES ANNUAL CONF
		488.19	CM - CAL CITIES ANNUAL CONF
16769		200.00	PL - APA CONFERENCE (JK)
		790.90	PL-FENCING SVCS(16305 HUNSAKER) GF-ARPA
		79.82	PC - PLANNING COMMISSION MEETING
		119.88	PL - DROPBOX SUBSCRIPTION
		77.62	PL - MEETING EXPENSE (9/20)
		500.00	PL - RADUIS MAPS & LABEL NOTIFICATION
		2,424.95	PL-FENCING SVCS(16305 HUNSAKER) GF-ARPA
16803		75.98	PW - FACILITY MNTC SUPPLIES
		7.79	PW - FACILITY MNTC SUPPLIES (TAX)
		-7.79	CC - ZEVO
		55.99	PW - FACILITY MNTC SUPPLIES
		5.74	PW - FACILITY MNTC SUPPLIES (TAX)
		-5.74	CC - ZEVO
		230.53	PW - FACILITY MNTC SVCS
		1.00	PW - FACILITY MNTC SVCS
		191.88	PW - PARAMOUNT WORKS SUBSCRIPTION
		399.99	PW - WTR TREATMENT CERTIFICATE (DA)
		59.67	PW - FACILITY MNTC SUPPLIES
		18.14	PW - MEETING EXPENSE (10/20)
16804		2,499.00	CSR - OFFICE ROLLER SHADES (8)
		468.00	CSR - SURVEY MONKEY SUBSCRIPTION
		211.41	CP - SNACKS & CHATS EVENT
		5,348.80	CSR - PATHFINDERS EXCURSION (11/18)
		109.69	CP - PLAYGROUND RIBBON CUTTING EVENT
		250.00	CP - PLAYGROUND RIBBON CUTTING EVENT
		88.60	CP - TREE LIGHTING EVENT
		230.48	CSR - STAR SUPPLIES
16805		488.40	PS - EQUIPMENT MNTC SUPPLIES
		108.75	PS - MEETING EXPENSE (10/4)
		103.90	PS - MEETING EXPENSE (10/4)
		114.66	PS - MEETING EXPENSE (10/4)
		133.56	PS - MEETING EXPENSE (10/4)
		176.90	PS - PUBLIC SAFETY EXPO (10/14)

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16805	U S BANK CORPORATE PAYMENT	29.77	PS - PUBLIC SAFETY EXPO (10/14)
		26.46	PS - PUBLIC SAFETY EXPO (10/14)
		179.90	PS - PUBLIC SAFETY EXPO (10/14)
		26.86	PS - PUBLIC SAFETY EXPO (10/14)
		60.00	PS - PUBLIC SAFETY EXPO (10/14)
		700.00	PS - PUBLIC SAFETY EXPO (10/14)
		28.11	PS - BUSINESS CARDS (ZVDZ)
16806		514.87	CSR - STAR SUPPLIES
		44.57	CSR - STAFF SCHEDULING APP
		95.60	CSR - MEETING EXPENSE (9/26)
		42.96	CSR - PEP SUPPLIES
		30.00	CSR - MEETING EXPENSE (9/28)
		10.99	CSR - APPLE MUSIC SUBSCRIPTION
		218.42	CSR - STAR SUPPLIES
		176.18	CSR - ENP EVENT SUPPLIES (WE)
		77.04	CSR - FACILITY SUPPLIES
		732.29	CSR - STAR SUPPLIES
		201.10	CSR - STAR SUPPLIES
		199.43	CSR - STAR SUPPLIES
		70.54	CSR - STAR SUPPLIES
		1.00	CSR - ONLINE CITY STORE SUBSCRIPTION
		112.52	GEN - CC MEETING EXPENSE (10/10)
		62.04	GEN - CC MEETING EXPENSE (10/10)
		398.00	GEN - CC MEETING EXPENSE (10/10)
		41.45	CSR - MEETING EXPENSE (10/11)
		126.97	CSR - STAR SUPPLIES
		449.26	CSR - ADULT SPORTS AWARDS
		82.02	CSR - STAR SUPPLIES
		79.28	CSR - STAR SUPPLIES
		808.70	CSR - ENP EXCURSION (10/25)
		121.97	CP - VETERANS CELEBRATION EVENT
		1,387.93	CP - WELL #16 DEDICATION EVENT
		2.65	CSR - STAR SUPPLIES
		188.09	CSR - STAR SUPPLIES
		37.03	CSR - STAR SUPPLIES
		44.08	CSR - STAR SUPPLIES
		33.06	CSR - STAR SUPPLIES
		18.73	CSR - STAR SUPPLIES
		13.22	CSR - STAR SUPPLIES
		66.12	CSR - STAR SUPPLIES
		22.04	CSR - STAR SUPPLIES
		16.53	CSR - STAR SUPPLIES
16807		107.53	PL - SCAQMD TRAINING (FM)
		2.39	PL - SCAQMD TRAINING (FM)
		695.00	PL-RADIUS MAPS&LABELS (15932 MINNESOTA)
		295.00	PL - CALBO MEMBERSHIP (JR)
		725.00	PL - CALBO CONFERENCE (JR)
		513.42	PL - MMASC CONFERENCE (SB)
16808		60.00	CSR - STAR VIRTUAL TEST SOFTWARE
		264.49	HR - COVID-19 TEST KITS
		145.00	GEN - E-NEWSLETTER
		20.63	AS - OFFICE SUPPLIES
		675.00	AS - CCCA LEGISLATIVE TOUR (AV)
		1,182.85	CSR - STAR LIFEVAC KITS (15)
		1,026.02	RM - LIFEVAC KITS (13)
		600.00	AS - CAL CITIES CITY MANAGERS CONF (AV)
		120.00	HR - CALENDLY SUBSCRIPTION (FY24)
		1,200.00	AS - ICMA MEMBERSHIP (AV)
16809		437.79	PW - MEETING EXPENSE (9/27)
		288.95	CIP - PARAMOUNT PARK RESTROOM

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16809	U S BANK CORPORATE PAYMENT	71.33	PW - MEETING EXPENSE (10/23)
16810		16.75	CM - MEETING EXPENSE (9/27)
		51.96	CM - ICMA ANNUAL CONFERENCE
		29.50	CM - ICMA ANNUAL CONFERENCE
		17.81	CM - ICMA ANNUAL CONFERENCE
		12.37	CM - ICMA ANNUAL CONFERENCE
		-85.00	CM - CCCA CITY MANAGER'S MTG (CREDIT)
		29.37	CM - ICMA ANNUAL CONFERENCE
		101.00	CM - ICMA ANNUAL CONFERENCE
		34.63	CM - ICMA ANNUAL CONFERENCE
		15.53	CM - ICMA ANNUAL CONFERENCE
		314.71	CM - ICMA ANNUAL CONFERENCE
		758.38	CM - ICMA ANNUAL CONFERENCE
		675.00	CC - CCCA LEGISLATIVE TOUR (AD)
		675.00	CC - CCCA LEGISLATIVE TOUR (BO)
		675.00	CC - CCCA LEGISLATIVE TOUR (VCS)
		18.98	CM - ICMA ANNUAL CONFERENCE
		675.00	CC - CCCA LEGISLATIVE TOUR (IA)
		708.23	CM - ICMA ANNUAL CONFERENCE
		134.00	CM - ICMA ANNUAL CONFERENCE
		12.37	CM - ICMA ANNUAL CONFERENCE
		670.54	CM - ICMA ANNUAL CONFERENCE
		-9.94	CM - ICMA ANNUAL CONFERENCE (CREDIT)
		675.00	CM - CCCA LEGISLATIVE TOUR
		750.00	CM - CAL CITIES CITY MANAGER'S CONF
		675.00	CC - CAL CITIES MAYORS & COUNCIL (VCS)
		725.00	CC - CAL CITIES MAYORS & COUNCIL (AD)
		675.00	CC - CAL CITIES MAYORS & COUNCIL (IA)
16811		150.00	FIN - CSMFO BUDGET AWARD APPLICATION
		194.68	PC - PLANNING COMMISSION MEETING
		50.00	FIN - CSMFO MEMBERSHIP (AM)
		140.00	FIN - CSMFO SEMINAR (JDG, TM, SF, AM)
		105.00	FIN - CSMFO SEMINAR (CA, KS, JC)
		515.00	FIN - CSMFO ANNUAL CONF (CA)
		575.00	FIN - GOVERNMENT TAX SEMINAR (JC)
16812		228.17	GEN - OFFICE SUPPLIES
16814		18.49	FIN - MEETING EXPENSE (10/10)
	Vendor Tota	68,249.27	
331551	U S POSTAL SVC/ U S POSTMASTER	3,000.00	FIN - BULK MAIL PERMIT #3
	Vendor Tota	3,000.00	
331372	UBEO WEST LLC	80.00	GEN - XMEDIUS CLOUD/FAX SVC (9/23)
		56.93	GEN - XMEDIUS CLOUD/FAX USAGE (9/23)
331681		203.31	FIN - COPIER USAGE (10/23)
		586.18	GEN - COPIER USAGE (10/23)
		412.98	PL - COPIER USAGE (10/23)
		637.76	PS - COPIER USAGE (10/23)
		682.29	CSR - COPIER USAGE (10/23)
		171.45	PW - COPIER USAGE (10/23)
		80.00	GEN - XMEDIUS CLOUD/FAX SVC (10/23)
		45.38	GEN - XMEDIUS CLOUD/FAX USAGE (10/23)
	Vendor Tota	2,956.28	
331409	ULINE SHIPPING SUPPLY	835.42	PS - MAT REPLACEMENT
	Vendor Tota	835.42	
331614	UNDERGROUND SERVICE ALERT	130.75	PW - WATER OPER MNTC SVCS (10/23)
		47.18	PW - WATER OPER MNTC SVCS (10/23)
	Vendor Tota	177.93	

**CITY OF PARAMOUNT
FINAL CHECK REGISTER
November 30, 2023
Pre-issue Checks**

Check Number	Vendor Name	Amount	Description
331682	UNISHIELD	187.92	RM - FIRST AID SUPPLIES (YARD)
		173.70	RM - FIRST AID SUPPLIES (COM CTR)
		64.88	RM - FIRST AID SUPPLIES (CITY HALL)
	Vendor Tota	426.50	
331456	UNITED STATES TREASURY	636.00	PAYROLL DEDUCTION - PPE 11/3
	Vendor Tota	636.00	
331457	UNIVAR USA	2,219.26	PW - WATER OPER MNTC SUPPLIES
		956.61	PW - FACILITY MNTC SUPPLIES
331615		2,386.13	PW - FACILITY MNTC SUPPLIES
		2,060.74	PW - WATER OPER MNTC SUPPLIES
		740.03	PW - WATER OPER MNTC SUPPLIES
		424.64	PW - FACILITY MNTC SUPPLIES
331713		833.51	PW - WATER OPER MNTC SUPPLIES
331769		2,079.77	PW - WATER OPER MNTC SUPPLIES
	Vendor Tota	11,700.69	
331458	US BANK VOYAGER FLEET	56.27	PW - CNG FUEL
		131.73	PW - CNG FUEL
	Vendor Tota	188.00	
331616	USA BLUEBOOK	1,554.68	PW - WATER OPER MNTC SUPPLIES
	Vendor Tota	1,554.68	
331410	VALENZUELA, ANDREW	117.91	PS - UNIFORMS (AV)
	Vendor Tota	117.91	
331459	VALVERDE CONSTRUCTION	15,318.90	PW - WATER SVC REPAIR (7053 SAN MATEO)
		7,105.72	PW - WATER SVC REPAIR (6613 SAN MIGUEL)
	Vendor Tota	22,424.62	
331348	VERIZON WIRELESS - LA	10.02	GEN - EOC CELLULAR & P/R DEVICE (10/23)
		38.01	GEN - CELLULAR SERVICE (10/23)
		52.93	CM - CELLULAR SERVICE (10/23)
		411.51	CSR - CELLULAR SERVICE (10/23)
		1,312.98	CSR - STAR CELLULAR SERVICE (10/23)
		114.03	PL - CELLULAR SERVICE (10/23)
		228.06	PS - CELLULAR SERVICE (10/23)
		535.69	PS - CELLULAR SERVICE (10/23)
		38.01	PW - USB AIRCARD WELL #14 (10/23)
		389.35	PW - CELLULAR SERVICE (10/23)
		42.12	AS - SOCIAL MEDIA CELLULAR (10/23)
331683		10.02	GEN - EOC CELLULAR & P/R DEVICE (11/23)
		38.01	AS - CELLULAR SERVICE (11/23)
		52.93	CM - CELLULAR SERVICE (11/23)
		411.51	CSR - CELLULAR SERVICE (11/23)
		1,324.20	CSR - STAR CELLULAR SERVICE (11/23)
		114.03	PL - CELLULAR SERVICE (11/23)
		228.06	PS - CELLULAR SERVICE (11/23)
		535.72	PS - CELLULAR SERVICE (11/23)
		38.03	PW - USB AIRCARD WELL #14 (11/23)
		393.47	PW - CELLULAR SERVICE (11/23)
		42.12	AS - SOCIAL MEDIA CELLULAR SVC (11/23)
	Vendor Tota	6,360.81	
331411	VIDIFLO, LLC	14,690.58	CIP - CITY HALL CONF ROOM UPGRADE
		9,324.56	CIP - MARIPOSA A/V REPLACEMENT
331460		1,320.00	GEN - A/V SYSTEM MNTC
331629		540.07	GEN - COMPUTER MNTC SUPPLIES
331770		11,337.36	CIP - CITY HALL CONFERENCE ROOM UPGRADE
	Vendor Tota	37,212.57	

**CITY OF PARAMOUNT
FINAL CHECK REGISTER
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Pre-issue Checks**

Check Number	Vendor Name	Amount	Description
331461	VISION SERVICE PLAN	1,897.35	VISION INSURANCE (11/23)
331714		1,980.75	VISION INSURANCE (12/23)
	Vendor Tota	3,878.10	
331617	VISTA PAINT CORPORATION	40.75	PW - WATER OPER MNTC SUPPLIES
331715		47.25	PW - WATER OPER MNTC SUPPLIES
331771		281.61	PW - WATER OPER MNTC SUPPLIES
	Vendor Tota	369.61	
331684	VITAL RECORDS HOLDINGS, LLC	88.92	GEN - SHREDDING SVCS (10/23)
	Vendor Tota	88.92	
331553	WALMART COMMUNITY	160.60	CSR - STAR SUPPLIES
		79.50	CSR - STAR SUPPLIES
		104.83	CSR - STAR SUPPLIES
		171.74	CSR - STAR SUPPLIES
		44.04	CSR - STAR SUPPLIES
		323.10	CSR - STAR SUPPLIES
		46.95	CSR - STAR SUPPLIES
		316.47	CSR - STAR SUPPLIES
		80.17	CSR - STAR SUPPLIES
		303.91	CSR - STAR SUPPLIES
		244.25	CSR - STAR SUPPLIES
		281.31	CSR - STAR SUPPLIES
		363.77	CSR - STAR SUPPLIES
		93.36	CSR - STAR SUPPLIES
		89.31	CSR - STAR SUPPLIES
		164.86	CSR - STAR SUPPLIES
		138.79	CSR - STAR SUPPLIES
		154.12	CSR - STAR SUPPLIES
		261.62	CSR - STAR SUPPLIES
		42.68	CSR - STAR SUPPLIES
		162.51	CSR - STAR SUPPLIES
		28.78	CSR - STAR SUPPLIES
		142.80	CSR - STAR SUPPLIES
		81.35	CSR - STAR SUPPLIES
		351.07	CSR - STAR SUPPLIES
		240.23	CSR - STAR SUPPLIES
		52.26	CSR - STAR SUPPLIES
		34.16	CSR - STAR SUPPLIES
		50.57	CSR - STAR SUPPLIES
		29.36	CSR - STAR SUPPLIES
		548.16	CSR - STAR SUPPLIES
		439.37	CSR - HALLOWEEN HOOTENANNY EVENT
		79.27	CSR - HALLOWEEN HOOTENANNY EVENT
		41.35	CSR - ADAPTIVE RECREATION EVENT (10/19)
		51.06	CSR - ADAPTIVE RECREATION EVENT (10/19)
		151.24	CSR - PEP SUPPLIES
		119.13	CSR - PEP SUPPLIES
	Vendor Tota	6,068.05	
331373	WALTERS WHOLESALE	273.19	PW - FACILITY MNTC SUPPLIES
		39.83	PW - FACILITY MNTC SUPPLIES
331462		786.18	PW - FACILITY MNTC SUPPLIES
		116.85	PW - FACILITY MNTC SUPPLIES
	Vendor Tota	1,216.05	
331554	WARD	20.72	WTR REF - 14508 CASTANA
	Vendor Tota	20.72	

**CITY OF PARAMOUNT
FINAL CHECK REGISTER
November 30, 2023
Pre-issue Checks**

Check Number	Vendor Name	Amount	Description
331392	WASHINGTON, RONALD	150.00	FACILITY DEPOSIT REFUND WASHINGTON 8222
	Vendor Tota	150.00	
331618	WATER REPLENISHMENT DISTRICT	97,027.74	PW - GROUNDWATER PRODUCTION (9/23)
	Vendor Tota	97,027.74	
331374	WECK LABORATORIES, INC.	45.00	PW - WATER CHEMICAL TESTING
		24.00	PW - WATER CHEMICAL TESTING
331463		432.00	PW - WATER CHEMICAL TESTING
331685		2,640.00	PW - WATER CHEMICAL TESTING
		472.00	PW - WATER CHEMICAL TESTING
		432.00	PW - WATER CHEMICAL TESTING
		432.00	PW - WATER CHEMICAL TESTING
		421.20	PW - WATER CHEMICAL TESTING
		408.00	PW - WATER CHEMICAL TESTING
		267.00	PW - WATER CHEMICAL TESTING
		58.50	PW - WATER CHEMICAL TESTING
		45.00	PW - WATER CHEMICAL TESTING
		45.00	PW - WATER CHEMICAL TESTING
		45.00	PW - WATER CHEMICAL TESTING
	Vendor Tota	5,766.70	
331349	WEST COAST ARBORISTS, INC	5,582.80	PW - TREE MNTC SVCS (9/16 - 9/30)
331619		36,626.40	PW - TREE MNTC SVCS (10/1 - 10/15)
331686		22,680.00	PW - LANDSCAPE MNTC SVCS
		9,378.00	PW - TREE MNTC SVCS (10/16 - 10/31)
	Vendor Tota	74,267.20	
331375	WESTERLY METER SERVICE COMPANY	280.00	PW - WATER OPER MNTC SVCS
	Vendor Tota	280.00	
331464	WESTERN WATER WORKS	11,445.93	PW - HYDRANTS (4)
	Vendor Tota	11,445.93	
331376	WHITE CAP, L.P.	724.00	CSR - 1660 ADULT SPORTS SUPPLIES
		6.65	PW - FACILITY MNTC SUPPLIES
331716		138.88	PW - LANDSCAPE MNTC SUPPLIES
331772		238.11	PW - LANDSCAPE MNTC SUPPLIES
		229.07	PW - LANDSCAPE MNTC SUPPLIES
	Vendor Tota	1,336.71	

**CITY OF PARAMOUNT
FINAL CHECK REGISTER
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Pre-issue Checks**

Check Number	Vendor Name	Amount	Description
331377	WILLDAN ASSOCIATES, INC	18,369.50	PW - TRAFFIC ENG SVCS
		920.00	PW - GENERAL ENG SVCS (E&T SURVEY)
331465		10,800.00	CIP - TRAFFIC SIGNAL (ALONDRA/PASSAGE)
		6,877.44	CIP - CITY HALL PARKING LOT (9/23)
		5,000.00	CIP - ALLEY IMPROVEMENTS (9/23)
		4,000.00	CIP - NEIGHBORHOOD ST RESURF
		4,000.00	CIP - ARTERIAL STREET RESURF
		3,110.15	CIP - WSAB BIKEWAY PHASE 3 (RMC)
		1,500.00	CIP - NEIGHBORHOOD STREET RESURF
		1,250.00	CIP - NEIGHBORHOOD STREET RESURF
		2,250.00	CIP - TRAFFIC SAFETY IMP (HUNSAKER)
		1,500.00	CIP - ARTERIAL STREET RESURF
		520.00	CIP - ARTERIAL STREET RESURF
		1,150.00	CIP - TRAFFIC SAFETY IMP-2024
331620		810.00	CIP - TRAFFIC SAFETY IMPROVEMENTS
		23,964.75	PW - GENERAL ENG SVCS (9/23)
		9,146.00	PW - TRAFFIC ENG SVCS (10/23)
		3,685.00	PW - GENERAL ENG SVCS (RAILROAD)
		1,411.00	PW - GENERAL ENG SVCS (ORIZABA)
		1,151.50	PW - GENERAL ENG SVCS (STORMDRAIN)
		928.50	PW - LANDSCAPE MNTC DISTRICT
		920.00	PW - TRAFFIC ENG SVCS (E&T SURVEY)
331773		29,286.00	PW - GENERAL ENG SVCS (10/23)
		21,233.60	CIP - DILLS PARK RENOVATION
		9,000.00	CIP - ALLEY IMPROVEMENTS
		6,400.00	CIP - ARTERIAL STREET RESURFACING
		6,346.50	CIP - DILLS PARK COMMUNITY ORCHARD
		6,288.00	CIP - DILLS PARK RENOVATION
		5,750.00	CIP-TRAFFIC SAFETY IMPROVEMENTS (10/23)
		4,000.00	CIP - TRAFFIC SIGNAL (ALONDRA/PASSAGE)
		4,000.00	CIP - NEIGHBORHOOD STREET RESURFACING
		3,339.25	CIP - TRAFFIC SAFETY IMPROVEMENTS
		2,496.00	CIP - DILLS PARK COMMUNITY ORCHARD
		750.00	CIP - NEIGHBORHOOD STREET RESURFACING
		1,250.00	CIP - NEIGHBORHOOD STREET RESURFACING
		1,929.00	CIP - DILLS PARK PARKING LOT IMPROVEMEN
		1,515.38	CIP - WSAB BIKEWAY PHASE 2 (ATP)
		1,104.00	CIP - ALL AMERICAN PARK PICNIC SHELTER
		864.00	PW - GENERAL ENG SVCS (RAILROAD)
		750.00	CIP - ARTERIAL STREET RESURFACING
		750.00	CIP - TRAFFIC SAFETY IMP (HUNSAKER)
		454.00	CIP - ALL AMERICAN PARK PICINIC SHELTER
		308.00	CIP - STATION ROOF REPLACEMENT
	Vendor Tota	211,077.57	
331687	WILLIAMS, ANIYAH	360.00	CSR - K/T TUMBLING/GYMNASTIC (11/23)
		132.00	CSR - K/T KIDDIE CHEER & DANCE (11/23)
		66.00	CSR - K/T KIDDIE BALLET & JAZZ (11/23)
		216.00	CSR - K/T CHEER & DANCE (11/23)
	Vendor Tota	774.00	
16787	XPRESS BILL PAY	49.01	GEN - ONLINE PERMIT CC FEES (10/23)
		49.01	
331555	ZAVALA, REYNA	150.00	FACILITY DEPOSIT REFUND (ZAVALA 8173)
		150.00	
331378	ZONES	1,807.59	GEN - WORKSTATION REPLACEMENT (1)
		1,669.75	GEN - WORKSTATION REPLACEMENT (1)
		3,477.34	

**CITY OF PARAMOUNT
FINAL CHECK REGISTER
November 30, 2023
Pre-issue Checks**

Check Number	Vendor Name	Amount	Description
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A total of 565 checks were issued for		\$5,433,540.20	
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DECEMBER 12, 2023

2024 CITY COUNCIL MEETING SCHEDULE

MOTION IN ORDER:

APPROVE THE 2024 CITY COUNCIL MEETING SCHEDULE TO INCLUDE
ANY MEETINGS THAT WILL BE CANCELED.

MOTION:

MOVED BY: _____

SECONDED BY: _____

[] APPROVED

[] DENIED

ROLL CALL VOTE:

AYES: _____

NOES: _____

ABSENT: _____

ABSTAIN: _____



To: Honorable City Council
From: John Moreno, City Manager
By: Heidi Luce, City Clerk
Date: December 12, 2023

Subject: 2024 CITY COUNCIL MEETING SCHEDULE

BACKGROUND

On September 20, 2022, the City Council adopted Ordinance No. 1165 changing the days of the regular City Council meetings to the 2nd and 4th Tuesday of each month. This change was made to create a more consistent, predictable meeting scheduled for the City Council, staff, and the public and eliminate the need to move City Council meeting dates. The City Council held its first meeting under the new schedule on Tuesday, November 8, 2022. Each year, staff reviews the City Council meeting dates to identify any potential conflicts with holidays, City special events and conferences.

DISCUSSION

Attached you will find the 2024 City Council meeting schedule for the City Council's review and approval. In addition to the regularly scheduled meetings, the schedule includes a joint meeting with the Paramount Unified School District Board of Trustees tentatively scheduled for January 30th.

Having an approved City Council meeting schedule allows the City Council, staff, and the public to adequately plan and prepare for the meetings. That being said, it does not preclude the City Council from canceling a meeting if there are no items requiring immediate consideration or from holding an adjourned or special meeting if necessary. It simply provides a framework for scheduling and planning purposes. Additionally, although not noted on the schedule, the City Council has also traditionally held only one meeting in July and/or August to allow for a summer recess.

In preparing the schedule, staff reviewed the meeting dates to identify any potential conflicts with holidays, City special events and conferences. The full 2024 conference schedule is also attached for reference. The City Council meeting schedule lists all of the 2024 City Council meeting dates and shows the conflicts that were identified.

FISCAL IMPACT

None.

VISION, MISSION, VALUES, AND STRATEGIC OUTCOMES

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

RECOMMENDED ACTION

It is recommended that the City Council review and approve the 2024 City Council meeting schedule.

Attachments: DRAFT 2024 City Council Meeting Schedule
2024 Conference Schedule

DRAFT 2024 Paramount City Council Meeting Schedule

MEETING DATE	POTENTIAL CONFLICT*	RECOMMENDED ACTION
January 9	CCCA Sacramento Legislative Tour (January 8-10, 2024)	CANCEL
January 23	New Mayors & Councilmembers Academy (January 24-26, 2024)	No Action
January 30**	<i>Adjourned Joint Meeting w/PUSD Board of Trustees (Tentative)</i>	
February 13		
February 27		
March 12		
March 26		
April 9		
April 23		
May 14		
May 28		
June 11		
June 25		
July 9		
July 23		
August 13		
August 27		
September 10		
September 24		
October 8	California JPIA Risk Management Forum (October 9-11, 2024)	No Action
October 22		
November 12		
November 26	Thanksgiving Week	No Action
December 10	Santa Train (December 9-12)	Reschedule to December 17
December 17**	<i>Adjourned City Council Meeting</i>	
December 26	Christmas Holiday	CANCEL

* CCCA has not yet published dates for the Fall Education Summit (usually late September/early October)

** Adjourned City Council meetings added to calendar.

2024 Conference Schedule

Association	Conference	Dates	Location
California Contract Cities Association (CCCA)	Sacramento Legislative Tour	Jan. 8-10, 2024	Sacramento
US Conference of Mayors	Winter Meeting	Jan. 17-19, 2024	Washington D.C.
League of California Cities (CalCities)	New Mayors & Councilmembers Academy	Jan. 24-26, 2024	Monterey
League of California Cities (CalCities)	City Leaders Summit	April 17-19, 2024	Sacramento
Southern California Association of Governments (SCAG)	Regional Conference & General Assembly	May 2-3, 2024	Palm Desert
California Contract Cities Association (CCCA)	Annual Municipal Seminar	May 16-19, 2024	Indian Wells
National Association of Latino Elected Officials (NALEO)	Annual Conference	TBD	Las Vegas, NV
California Contract Cities Association (CCCA)	Fall Educational Summit	Sep. 6-8, 2024 (tent)	TBD
California Joint Powers Insurance Authority (CJPIA)	Risk Management Conference	Oct. 9-11, 2024	Indian Wells
League of California Cities (CalCities)	Annual Conference & Expo	Oct. 16-18, 2024	Long Beach

DECEMBER 12, 2023

PUBLIC HEARING

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

MOTION IN ORDER:

CLOSE THE PUBLIC HEARING FOR ORDINANCE NO. 1177 AND REMOVE
THE ITEM FROM THE CALENDAR.

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: December 12, 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. On November 28, 2023 the City Council continued the public hearing to the December 12, 2023 City Council meeting. The applicant and City Attorney require additional time to further discuss the revenue sharing aspects of the development agreement. Staff recommends that the City Council remove the item from the calendar, and a new public hearing will be conducted at an upcoming City Council meeting following formal public notification.

RECOMMENDED ACTION

It is recommended that the City Council close the public hearing for Ordinance No. 1177 and remove the item from the calendar.

DECEMBER 12, 2023

AWARD OF CONTRACT

HOME IMPROVEMENT PROGRAM CONSTRUCTION SERVICES AT 16601
GARFIELD AVENUE #406

MOTION IN ORDER:

AWARD THE CONTRACT FOR CONSTRUCTION SERVICES TO
PROFESSIONAL MOBILE REMODELING IN THE TOTAL AMOUNT OF
\$26,150.00 FROM FEDERAL HOME FUNDS AND OWNER
CONTRIBUTIONS FOR HOME IMPROVEMENT PROGRAM
CONSTRUCTION SERVICES AT 16601 GARFIELD AVENUE #406.

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
Leslie Corrales, Planning Intern

Date: December 12, 2023

**Subject: AWARD OF CONTRACT – HOME IMPROVEMENT PROGRAM
CONSTRUCTION SERVICES AT 16601 GARFIELD AVENUE #406**

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.

DISCUSSION

This request is for an award of contract for Home Improvement Program construction services at 16601 Garfield Avenue #406. The contract is not between the City and a contractor; rather, the City facilitates a contract between the contractor and a property owner. In the case of mobile homes, the contract is between the contractor and the owner of the mobile home within a leased mobile home space.

Below is a photo of the property:



The homeowner solicited three construction bids from a City-approved bid package. Professional Mobile Remodeling (PMR) was selected as the lowest qualified bidder. PMR has maintained an active contractor license since 1981. The work to be completed at the residence includes the following (summary attached) – paint the exterior of the house, install smoke and carbon monoxide detectors, install a new water heater, install new roofing, replace 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 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 owner to contribute additional funds.

In this case, the owner qualifies for a 90% grant. The owner will receive a loan in the amount of \$2,615.20 from the City and will benefit from a HOME grant in the amount of \$23,535.00.

FISCAL IMPACT

Funding for the Home Improvement Program is included in the Fiscal Year 2023-2024 budget. The approved budget satisfies the required \$23,535.00 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 Professional Mobile Remodeling in the total amount of \$26,150.00 from Federal HOME funds and property owner contributions for Home Improvement Program construction services at 16601 Garfield Avenue #406.

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

Yalonda Amar 16601 Garfield Ave #406		Bid Breakdown (as bid)		
		P.M.R.	Cal Home	V.V. & G
1	Smoke & CO Detector	500.00	375.00	425.00
2	Water Heater	3,200.00	3,920.00	3,850.00
3	Re-Roof	6,500.00	8,500.00	8,750.00
4	Replace Windows	6,400.00	8,700.00	8,250.00
5	Replace Sliding Glass Door	2,100.00	2,200.00	2,500.00
6	Exterior Paint (trim)	2,600.00	2,000.00	2,250.00
7	Exterior Paint (siding)	1,850.00	4,500.00	4,750.00
8	ACM	NA	NA	NA
9	LBP	NA	NA	NA
Total Bid Amount		23,150.00	30,195.00	30,775.00
Contingency		3,000.00	3,000.00	3,000.00
Total Construction Amount		26,150.00	33,195.00	33,775.00
LBP ACM Abatement (City)		-	-	-
City Grant - 90% (max. \$24,300)		23,535.00	24,300.00	24,300.00
City Loan (0%-Deferred, max. \$8,000)		2,615.00	8,000.00	8,000.00
Owner Cash Contribution		-	895.00	1,475.00
Total Construction Amount		26,150.00	33,195.00	33,775.00

DECEMBER 12, 2023

AWARD OF CONTRACT

HOME IMPROVEMENT PROGRAM CONSTRUCTION SERVICES AT 16707
GARFIELD AVENUE #1908

MOTION IN ORDER:

AWARD THE CONTRACT FOR CONSTRUCTION SERVICES TO
PROFESSIONAL MOBILE REMODELING IN THE TOTAL AMOUNT OF
\$26,730.00 FROM FEDERAL HOME FUNDS AND OWNER
CONTRIBUTIONS FOR HOME IMPROVEMENT PROGRAM
CONSTRUCTION SERVICES AT 16707 GARFIELD AVENUE #1908.

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: December 12, 2023

**Subject: AWARD OF CONTRACT – HOME IMPROVEMENT PROGRAM
CONSTRUCTION SERVICES AT 16707 GARFIELD AVENUE #1908**

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. 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.

On May 3, 2022, the City Council approved the expansion of the Home Improvement Program to include mobile homes. Eligible mobile homes must be on a fixed foundation and have a Certificate of Title/Registration card from the California Department of Housing and Community Development.

DISCUSSION

This request is for an award of contract for Home Improvement Program construction services at 16707 Garfield Avenue #1908. The contract is not between the City and a contractor; rather, the City facilitates a contract between the contractor and a property owner. In the case of mobile homes, the contract is between the contractor and the owner of a mobile home within a leased mobile home space.

Below is a photo of the mobile home.



The homeowner solicited three construction bids from a City-approved bid package. Professional Mobile Remodeling (PMR). was selected as the lowest qualified bidder. PMR has maintained an active contractor license since 1981. The work to be completed at the residence includes the following (summary attached) – install an Americans with Disabilities Act (ADA)-compliant ramp in the main entry; replace the roof; repair or replace damaged or missing skirting elements; apply a new color coat on exterior siding; paint exterior trim; and install rain gutters.

Funding

Under the Home Improvement Program, the City contributes 80% or 90% of project construction costs with the 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 owner to contribute additional funds.

In this case, the owner qualifies for the 90% grant. The owner will receive a \$2,673 loan and benefit from \$24,300 of grant (Federal HOME) funds.

FISCAL IMPACT

In the Fiscal Year 2023-2024 budget, the City Council approved funding for the Home Improvement Program. The approved budget satisfies the required \$24,300.00 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 Professional Mobile Remodeling in the total amount of \$26,730.00 from Federal HOME funds and owner contributions for Home Improvement Program construction services at 16707 Garfield Avenue #1908.

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

Demetri, Patricia 16707 Garfield Ave #1908		Bid Breakdown (as bid)		
		P.M.R.	Cal Home	V.V. & G
1	Smoke & CO Detector	500.00	375.00	350.00
2	Water Heater	1,900.00	3,920.00	2,500.00
3	Re-Roof	7,900.00	9,900.00	10,500.00
4	Replace Windows	7,100.00	10,900.00	11,000.00
5	Replace Sliding Glass Door	1,980.00	2,200.00	2,500.00
6	Exterior Paint (trim)	2,400.00	2,500.00	4,000.00
7	Exterior Paint (siding)	1,950.00	4,900.00	4,500.00
8	ACM	NA	NA	NA
9	LBP	NA	NA	NA
Total Bid Amount		23,730.00	34,695.00	35,350.00
Contingency		3,000.00	3,000.00	3,000.00
Total Construction Amount		26,730.00	37,695.00	38,350.00

LBP ACM Abatement (City)	-	-	-
City Grant - 90% (max. \$24,300)	24,057.00	24,300.00	24,300.00
City Loan (0%-Deferred, max. \$8,000)	2,673.00	8,000.00	14,050.00
Owner Cash Contribution	-	5,395.00	-
Total Construction Amount	26,730.00	37,695.00	38,350.00

DECEMBER 12, 2023

AWARD OF CONTRACT

TRAFFIC SAFETY IMPROVEMENTS (CITY PROJECT NO. 9235)

MOTION IN ORDER:

IT IS RECOMMENDED THAT THE CITY COUNCIL 1) APPROPRIATE AN ADDITIONAL \$225,800 FROM THE CITY'S PROP C ALLOCATION; AND 2) AWARD THE CONTRACT FOR TRAFFIC SAFETY IMPROVEMENTS TO ELECNOR BELCO ELECTRIC, INC., CHINO, CALIFORNIA, IN THE AMOUNT OF \$518,888, AND AUTHORIZE THE MAYOR OR HER DESIGNEE TO EXECUTE THE AGREEMENT.

MOTION:

MOVED BY: _____

SECONDED BY: _____

[] APPROVED

[] DENIED

ROLL CALL VOTE:

AYES: _____

NOES: _____

ABSENT: _____

ABSTAIN: _____



To: Honorable City Council
From: John Moreno, City Manager
By: Adriana Figueroa, Public Works Director
Date: December 12, 2023

**Subject: AWARD OF CONTRACT FOR TRAFFIC SAFETY IMPROVEMENTS
(CITY PROJECT NO. 9235)**

BACKGROUND

In 2022, the City was awarded \$250,000 by the State of California Department of Transportation through the Highway Safety Improvement Program State Local (HSIPSL) for traffic safety improvements at seven crosswalk locations citywide. These improvements include installation of new Rectangular Rapid Flashing Beacons (RRFB), high visibility signing, striping, and ADA accessible curb ramps. Additionally, this project will involve the installation of a HAWK pedestrian crossing signal on Orange Avenue at Myrrh.

Example of Hawk System



RRFB System



DISCUSSION

Award of Contract

On Thursday, November 16, 2023, the City published the Request for Proposals in the Paramount Journal and on the City's website.

On Tuesday, November 28, 2023, the Director of Public Works opened and examined the bids for the Traffic Safety Improvements (CIP 9235). The bids were opened at 11:00 AM at City Hall.

One (1) bid was received and the apparent low bid submitted by Elecnor Belco Electric, Inc. amounted to \$518,888. Elecnor Belco Electric has successfully performed similar construction projects for several other cities and agencies in Southern California.

Cost

The following is a breakdown of estimated total project costs:

Project:	\$ 518,888.00
Contingency (10%):	<u>\$ 51,889.00</u>
Total:	\$ 570,777.00

Timeline

Recent projects that include traffic signal hardware installation have had significant delays in receiving ordered products. Installation of major components of this project could take anywhere from 6 to 12 months.

FISCAL IMPACT

Funding for this project was included in the Fiscal Year 2023-24 Capital Improvement Project Budget utilizing Highway Safety Improvement Project (HSIP) Grant funding and Measure M funds. The total project amount of \$570,800 exceeds the already appropriated amount of \$345,000. The additional \$225,800 needed for this project will be funded using available Measure M funds.

VISION, MISSION, VALUES, AND STRATEGIC OUTCOMES

The City's Vision, Mission, and Values set the standard for the organization; establish priorities, uniformity, and guidelines; and provide the framework for policy decision making. The Strategic Outcomes were implemented to provide a pathway to achieving the City's Vision. This item aligns with Strategic Outcome No. 1: Safe Community and No. 5: Attractive and Well-Maintained Infrastructure.

RECOMMENDED ACTION

It is recommended that the City Council 1) appropriate an additional \$225,800 from the City's Measure M allocation; and 2) award the contract for the traffic safety improvements to Elecnor Belco Electric, Inc. Chino, California, in the amount of \$518,888, and authorize the Mayor or her designee to execute the agreement.

CITY OF PARAMOUNT
CONTRACT AGREEMENT
FOR

TRAFFIC SAFETY IMPROVEMENTS

HSIP CYCLE 10 - HSIPSL-5336(024)

CITY PROJECT NO. 9235

IN THE CITY OF PARAMOUNT

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

WITNESSETH that AGENCY and Contractor have mutually agreed as follows:

ARTICLE I

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

ARTICLE II

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

ARTICLE III

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

from actions of the elements, unforeseen difficulties, or obstructions encountered in the prosecution of the work, suspension, or discontinuance of the work and all other unknowns or risks of any description connected with the work.

ARTICLE IV

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

ARTICLE V

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

ARTICLE VI

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

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

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

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

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

ARTICLE VII

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

ARTICLE VIII

Blank

ARTICLE IX

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

ARTICLE X

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

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

Contractor: _____
(Signature)

Name and Title (Printed) _____

Contractor's License No. _____

Agency Business License No. _____

Federal Tax Identification No. _____

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

AGENCY: _____
Mayor of the City of Paramount

Attested: _____
City Clerk of the City of Paramount

Date _____

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

Date _____

FAITHFUL PERFORMANCE BOND
FOR
TRAFFIC SAFETY IMPROVEMENTS
HSIP CYCLE 10 - HSIPSL-5336(024)
CITY PROJECT NO. 9235
IN THE CITY OF PARAMOUNT

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

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

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

Dated: _____

BIDDER: Name: _____

Address: _____

By: _____
(Signature)

Type Name and Title _____

SURETY: Name: _____

Address: _____

By: _____
(Signature)

Type Name and Title: _____

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

MATERIAL AND LABOR BOND
FOR
TRAFFIC SAFETY IMPROVEMENTS
HSIP CYCLE 10 - HSIPSL-5336(024)
CITY PROJECT NO. 9235
IN THE CITY OF PARAMOUNT

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

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

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

Dated: _____

BIDDER: Name: _____

Address: _____

By: _____
(Signature)

Type Name and Title _____

SURETY: Name: _____

Address: _____

By: _____
(Signature)

Type Name and Title: _____

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

DECEMBER 12, 2023

SMART CITY HALL SOLUTION AS A SERVICE (SAAS) DIGITAL
PLATFORM SYSTEM AND WEBSITE

MOTION IN ORDER:

A) 1) APPROPRIATE AN ADDITIONAL \$191,800 FROM THE EQUIPMENT REPLACEMENT FUND FOR A SMART CITY HALL SYSTEM; AND, 2) AUTHORIZE THE CITY MANAGER TO ENTER INTO A PROFESSIONAL SERVICE AGREEMENT WITH 3DI, INC. FOR A FIVE YEAR TERM FOR A SMART CITY HALL SOLUTION AS A SERVICE (SAAS) DIGITAL PLATFORM SYSTEM AND WEBSITE IN AN AMOUNT NOT TO EXCEED \$138,000 IN THE FIRST YEAR WITH AN ADDITIONAL 10% CONTINGENCY FOR UNEXPECTED COSTS, AND THE FIXED SUBSCRIPTION FEES IN SUBSEQUENT YEARS AS SHOWN ON THE PROPOSAL.

MOTION:

MOVED BY: _____

SECONDED BY: _____

[] APPROVED

[] DENIED

ROLL CALL VOTE:

AYES: _____

NOES: _____

ABSENT: _____

ABSTAIN: _____

B) AUTHORIZE THE CITY MANAGER TO ENTER INTO A PROFESSIONAL SERVICES AGREEMENT WITH INFINITY TECHNOLOGIES FOR SMART CITY HALL PROJECT IMPLEMENTATION AND MANAGEMENT SERVICES IN AN AMOUNT NOT TO EXCEED \$100,000 PLUS AN ADDITIONAL 10% CONTINGENCY FOR UNEXPECTED COSTS.

MOTION:

MOVED BY: _____

SECONDED BY: _____

☐ APPROVED

☐ DENIED

ROLL CALL VOTE:

AYES: _____

NOES: _____

ABSENT: _____

ABSTAIN: _____



To: Honorable City Council

From: John Moreno, City Manager

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

Date: December 12, 2023

Subject: SMART CITY HALL SOLUTION AS A SERVICE (SAAS) DIGITAL PLATFORM SYSTEM AND WEBSITE

BACKGROUND

The City of Paramount is comprised of nearly 300 full and part time employees across seven departments that work together to serve a vibrant and diverse community of just over 52,000 residents. As the level and breadth of municipal services provided by the City expands over time, it is essential that those efforts are uniform, professional, high-quality and efficient for both staff and the community.

The City receives thousands of calls, emails, and messages every month from residents requesting a multitude of municipal services through our website and customer service app, Paramount Works. While some of the City's service platforms are automated, it is far more common for City staff to manually intake and disseminate service requests to appropriate departments for them to be fulfilled. Residents also follow up to check on the status of their requests by calling the City during normal business hours. Although the City has managed to effectively respond to service requests and follow up using its current systems and processes, our resources do not collectively provide strong case management functionality or data analytics that is required to support robust digital service delivery and response.

To meet the digital demands of the present and future, the City intends to contract with a single firm to improve its customer experience and engagement by deploying a Solution as a Service (SaaS) "Smart City Hall" digital platform system and website that provides a consistent and high-quality experience across all channels, including phone calls, web portal, and mobile app.

DISCUSSION

Request for Proposals Process

A Request for Proposals (RFP) seeking a firm to provide the City with a SaaS Smart City Hall digital platform was published on the City's website from Tuesday, September 12, 2023, through Friday, September 29, 2023. The City received four proposals and began an extensive review process. The City's information technology consultant Infinity

Technologies assisted in the review and assessment of proposals as subject matter experts to determine the best product for the City's vision. The proposals were evaluated based on thoroughness, strategic plan, project timeline, pricing structure, experience with municipalities, responsiveness to City questions, quality of product, exceptional service, and seamless transition plans.

Proposals were narrowed down to two service providers who were interviewed about their solution and services. Staff subsequently presented an overview of the SaaS Smart City Hall technology and potential City website upgrades to the City Council at its meeting on November 14, 2023, to obtain feedback and direction.

Recommended Service Provider

Staff is recommending 3Di, Inc. as the most qualified firm capable of designing and developing the desired Smart City Hall digital platform system that aligns with the City's specifications including a platform that is customizable, cloud-based, and easily accessible on any computer or mobile device with internet service.

The 3Di system streamlines, integrates, supports and enhances a wide range of City services through advanced integration, communication and engagement with residents and staff. All service modules are highly expandable and scalable, including:

- Licensing and permitting;
- Appointment scheduling and calendaring;
- Code Enforcement;
- Requests for service;
- Bill payments;
- Information dissemination and repository;
- Data analysis and reporting; and,
- Claims and Risk Management;

The 3Di system allows the City to develop unique, easy-to-use forms, features and functionality specific to the needs of each respective department, division, and unit. The modules set to be developed, customized, and implemented over the next year include:

1. New Mobile Application & Website – 3Di Engage is a state-of-the-art Service Request management system that will replace the City's GoGov Paramount Works App and current City website. This system allows residents to create/submit/manage/track service requests, make payments, find City resources and services, communicate and engage with the City 24 hours per day, 7 days per week. The platform also comes with a newly designed website as a unified portal with role-based access for the public, City staff, and vendors to submit, manage, and track services requests that can be accessed from any online device.

2. Bill Pay & Payment Management – This module will consolidate and centralize various point-of-sale customer services and systems into a single payment portal for City-related transactions such as utilities (water, electrical, etc.), fines, fees, citations, etc. Customers will be able to create a profile and log-in to pay for City-related fees, bills, and services conveniently in one place.
3. Code Enforcement – Through sensible automation that is custom to the Code Enforcement team, this module supports a proactive approach to conducting scheduled inspections from case intake to closeout. The module is designed specifically around the City's Municipal Code. It includes case assignment and scheduling, property inventory and ownership management, integration with the City's GIS Enterprise, notice generation, audit trails, reporting and analytics, HIPAA & CJIS compliance and cost recovery through citation issuance. The 3Di system supports immediate and real-time case development by incorporating new field inspections tools such as a mobile app that enables inspection pictures, annotations, legal notices, GIS mapping and a productivity work queue.

City staff envision a robust system that will be scaled up or down over the next several years. The first year of implementation will involve “going-live” with some, not all, digital City service requests modules. For instance, the City is under a new contract for its business license administration, intake, and processing with a third-party firm. Business licensing may be a City service request that will “go-live” under the 3Di Engage platform in year two or three.

Future Capabilities & Modules

As a customizable and scalable solution, the 3Di system will include the following modules over the next several years:

- Business Licenses – Businesses will be able to initiate a direct account with the City, which will serve as their individual portal for all City-related transactions. Businesses can apply for and/or renew their business licenses without the involvement of a third party. The Business License module enables recurring (e.g. annual) payments, issuing regularly scheduled reminders, notifications pertinent to each business and business license type, simplifies the payment process, geo-codes all information and provides real-time analytics and transparent reporting.
- Parks & Recreation – A custom-built module for the Parks & Recreation Department will support program activities and registration, team management, facility reservations, and associated fees, real-time calendar of events and activities, point-of-sale processing system, activity inputting, analytics and reporting, customer service and training of staff and automated management of passes and memberships. Families, residents and/or visitors can initiate a direct customer account with the City to view and manage all transactions, notifications, payments, reimbursements, memberships, reservations and general activities related to Parks & Recreation.

- Municipal Permits – The 3Di system will support limited municipal permits such as initial applications, payment management and status checks.

FISCAL IMPACT

The implementation of 3Di Engage Smart City Hall solution system is expected to cost a total of \$138,000 in its first year for data migration, software integration, and annual subscriptions for the mobile app, website, Code Enforcement, and bill pay management modules.

Subsequent years will integrate other modules as needed with the following subscription fees:

Year 2 - \$56,700
Year 3 - \$59,535
Year 4 - \$62,512
Year 5 - \$65,637

Due to the scale and scope of this project, staff is also recommending that an additional \$100,000 be appropriated to add a dedicated project manager through the City's IT consultant, Infinity Technologies, to manage and implement the project. The duties of the contracted project implementation manager include approximately 20-30 hours per week dedicated to collaborating with all stakeholders and City departments to migrate current data, design the City website, and scale service request modules. The project management provided by Infinity Technology will augment the first-year project development labor provided by 3Di, Inc. Pursuant to Chapter 3.12 Purchasing of Supplies and Equipment of the Paramount Municipal Code, this expenditure is exempt from competitive bidding due to this being a professional service agreement, however, must be approved by the City Council because it exceeds the City Manager's authority of \$40,000.

The City currently pays \$8,111 annually to maintain the City website and \$24,750 to maintain the GoGov Paramount Works App for a total of \$32,861. The Paramount Works App and Granicus website will be maintained through 2024, to allow time for the migration of content to the new platform but will be phased out in FY 25 to be replaced by the 3Di SaaS Smart City Hall system.

The total cost for the Smart City Hall by 3Di, Inc. and project management services by Infinity Technologies, including 10% contingency for unexpected costs, is \$261,800. Funding of \$70,000 was appropriated in the FY 2023-24 Adopted Budget for the Smart City Hall project. If approved, an additional \$191,800 will need to be appropriated in the FY 24 Adopted Budget to cover the first-year costs.

VISION, MISSION, VALUES, AND STRATEGIC OUTCOMES

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

RECOMMENDED ACTION

It is recommended that the City Council:

- A) 1) Appropriate an additional \$191,800 from the Equipment Replacement Fund for a Smart City Hall system; 2) Authorize the City Manager to enter into a Professional Services Agreement with 3Di, Inc. for a five-year term for a Smart City Hall Solution as a Service (SaaS) Digital Platform System and Website in an amount not to exceed \$138,000 in the first year with an additional 10% contingency for unexpected costs, and the fixed subscription fees in subsequent years as shown in the proposal.
- B) Authorize the City Manager to enter into a Professional Services Agreement with Infinity Technologies for Smart City Hall Project Implementation and Management Services in an amount not to exceed \$100,000 plus an additional 10% contingency for unexpected costs.

Attachments:

- A – 3Di Virtual City Hall SaaS Agreement
- B – Infinity Technology Project Implementation and Management Agreement

ATTACHMENT A

AGREEMENT FOR VIRTUAL CITY HALL DIGITAL PLATFORM SYSTEM AND WEBSITE SERVICES

THIS AGREEMENT ("Agreement") is made and entered into this 13th day of December 2023, between the City of Paramount, a municipal corporation in Los Angeles County, California, (hereinafter "CITY") and 3Di Engage, a licensed California firm, with its primary office located at 3 Pointe Drive, Suite 307, Brea, CA, 92821, (hereinafter "CONSULTANT") (collectively, "the Parties").

RECITALS

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

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

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

1. DESCRIPTION OF SERVICES

CONSULTANT shall perform Virtual City Hall digital platform system and website services 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 is \$138,000 in year one; \$56,700 in year two; \$59,535 in year three; \$62,512 in year four; and \$65,637 in year five; and shall not exceed ten (10) percent more than the quoted price per year, for unexpected work contingency purposes.
- (b) CONSULTANT will submit invoices monthly for actual services performed. Invoices shall be submitted on or about the first business day of each month, or as soon thereafter as practical, for services provided in the previous month. Payment shall be made within thirty (30) days of receipt of each invoice as to all non-disputed fees. If the CITY disputes any of CONSULTANT's fees, it shall give written notice to CONSULTANT within thirty (30) days of receipt of an invoice of any disputed fees set forth on the invoice.

3. MATERIALS AND SUPPLIES

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

4. INDEPENDENT CONTRACTOR

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

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

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

5. TERM OF AGREEMENT

The term of this Agreement shall be for five (5) years effective from **December 13, 2023** or upon reaching the "not-to-exceed" compensation amount, whichever occurs first. This Agreement may be terminated by giving written notice to the other party of that party's intention to so terminate.

This Agreement shall be terminated thirty (30) days from and after the date of delivery or mailing of a notice of cancellation by either party unless the notice specifies otherwise.

6. 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 ten (10) days prior written notice. Upon receipt of said notice, the CONSULTANT shall immediately cease all work under this Agreement, unless the notice provides otherwise. If a portion of this Agreement is terminated, such termination shall not make void or invalidate the remainder of this Agreement.
- B. In the event this Agreement is terminated pursuant to this Section, the CITY shall pay to CONSULTANT the actual value of the work performed up to the time of termination. Upon termination of the Agreement, pursuant to this Section, the CONSULTANT will submit an invoice to the CITY pursuant to Section 2. of this Agreement.

7. 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.

8. 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.

9. 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.

10. INDEMNIFICATION

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

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

11. LEGAL RESPONSIBILITIES

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

12. INSURANCE

(a) 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.

13. 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: 3Di Engage
3 Pointe Drive, Suite 307
Brea, CA 92821

14. ASSIGNMENT

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

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

15. 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.

16. 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.

17. 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.

18. ENTIRE AGREEMENT

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

19. SEVERABILITY

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

20. 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.

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

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

3Di Engage

BY: _____

Title: _____

CITY OF PARAMOUNT
A Municipal Corporation

By: _____

John Moreno
City Manager

RECOMMENDED BY:

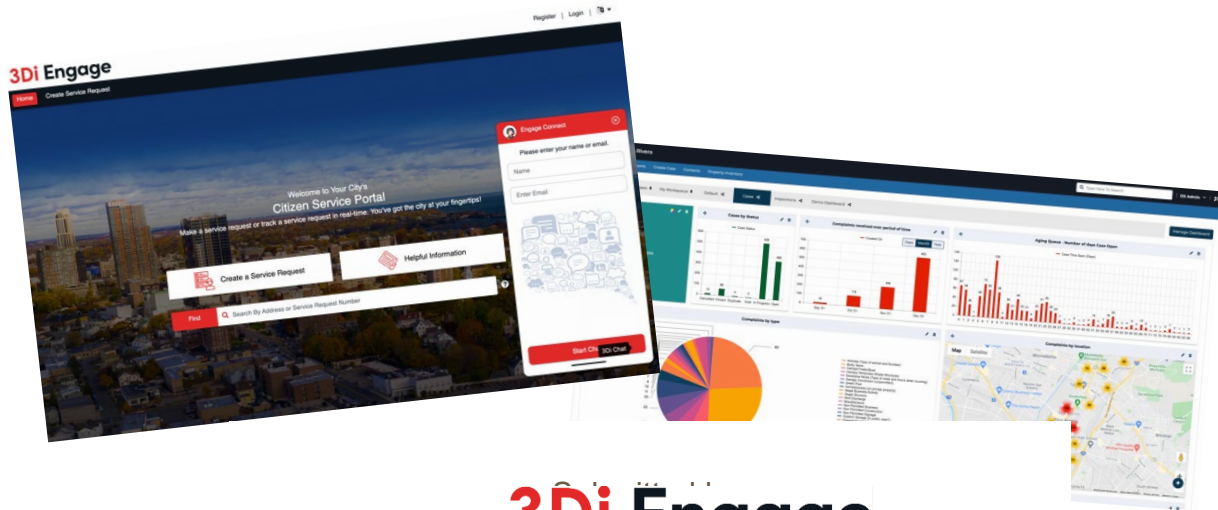
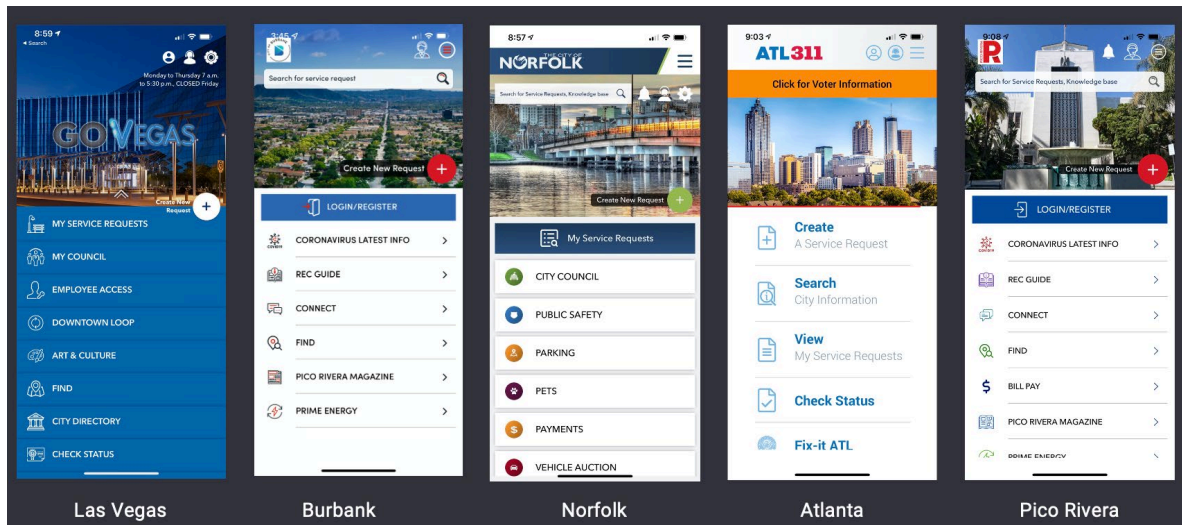
Andrew Vialpando
Assistant City Manager

APPROVED AS TO FORM:

John E. Cavanaugh
City Attorney

EXHIBIT A

3Di's response to the City of Paramount Request for Request for Proposal SMART CITY HALL "311" SOLUTION AS A SERVICE (SAAS) DIGITAL PLATFORM SYSTEM AND WEBSITE



3Di Engage

Mihir Desai, COO & CFO
3 Pointe Drive, Suite 307
Brea, CA 92821

Office: +1-714-257-1100 Fax: +1-714-257-1386

mihir.desai@3disystems.com

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Cover Letter

September 28, 2023

Pauline Aguayo, Project Manager
Administrative Services Department
The City of Paramount
16400 Colorado Avenue
Paramount, CA 90723

RE: Request for Proposal - Smart City Hall "311" Solution as a Service (SaaS) Digital Platform System and Website

Dear Pauline,

Thank you for the opportunity to respond to the City of Paramount's Request for Proposal (RFP) for a Smart City Hall "311" Solution as a Service (SaaS) Digital Platform System and Website.

3Di Systems has transformed the user's digital experience for clients globally since 1999. As a leader in software solutions design, 3Di has delivered business driven information technology and engagement software so clients can be their best, propelling them forward.

3Di, Inc. will comply with the requirements, provisions, and terms and conditions specified in the solicitation.

For the purpose of this proposal and any following discussions or agreements, 3Di identifies the individuals list below as the authorized negotiators and signers who may act on behalf of our organization:

1. Mihir Desai, COO & CFO (negotiator and signer): Office (714) 257-1100 x143, Mobile (949) 254-5681, fax (714) 257-1386, and email mihir.desai@3disystems.com.
2. Don Christoff, Director of Sales (contact for clarification): Mobile (724) 866-6646, fax (714) 257-1386, and email don.christoff@3disystems.com.

Thank you.



Mihir Desai
COO & CFO
Office: (714) 257-1100
mihir.desai@3disystems.com

1 Profile and Qualifications

1.1 Company Profile

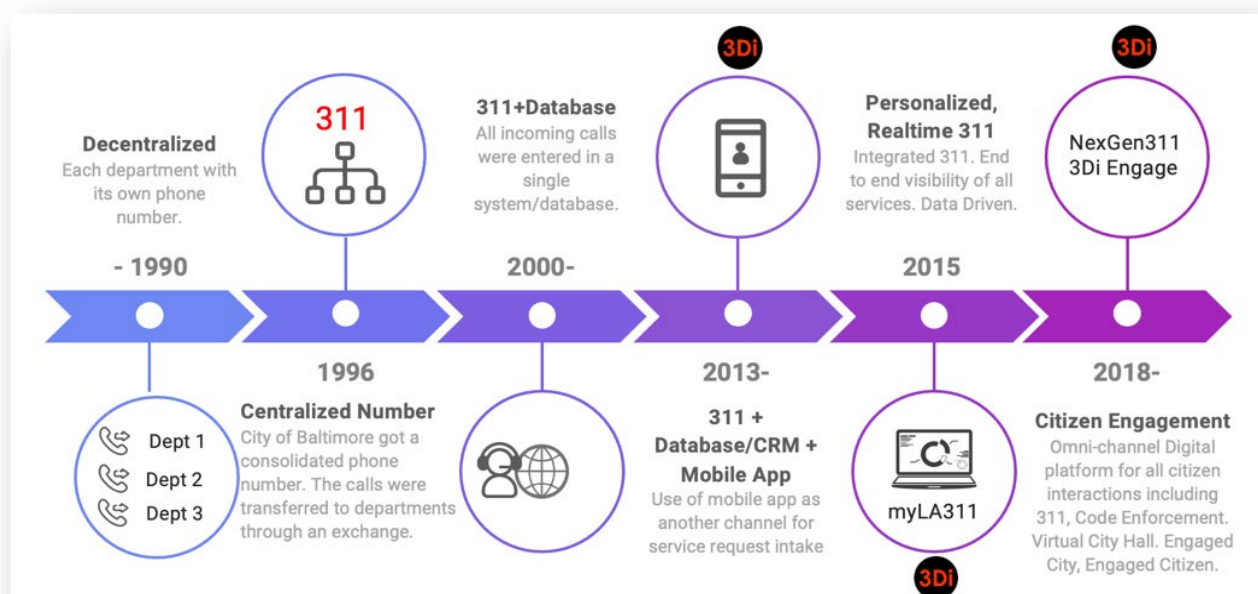
3Di, Inc. was founded in 1994 and is a private S Corporation, Incorporated in the State of California, and the corporate office is located at 3 Pointe Drive, Suite 307, Brea, CA 92821. The Company phone number is (714) 257-1100; Fax number is (714) 257-1386 and e-mail address is marketing@3disystems.com. 3Di employs approximately 41 people located throughout the U.S.

3Di is a certified MBE/DBE per the State of California Unified Certification Program and has been placed in the City of Los Angeles MBE/WBE/DBE directory as a firm specializing in Software Consulting Services. 3Di is also certified by the State of California (OSDC # 0035738) and by Metropolitan Water District of Southern California, as a Small Business Enterprise.

3Di, Inc. has not had any lawsuits or litigations filed against it within the last five years.

1.2 Qualifications

1.2.1 Background



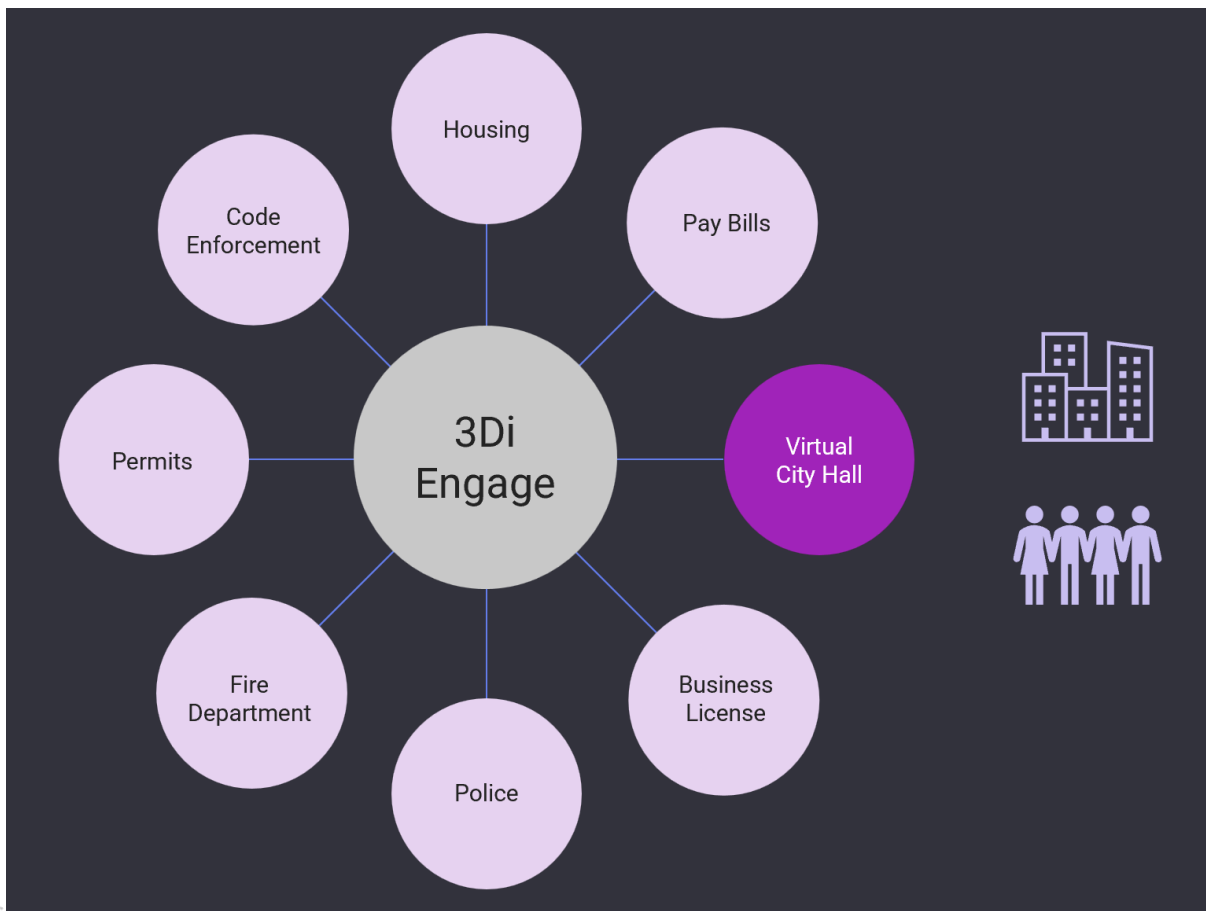
The first 311 system was launched by the City of Baltimore in 1996. Like 911, it was intended as a single phone number for the constituents to call for non-emergency service requests. Early 311 systems were primarily phone exchanges that routed the calls to appropriate city departments for the fulfillment of the services requests. As emails became a more common way to communicate among departments, the 311 system became centralized repositories of service requests that forwarded service requests to appropriate departments. With the advent of web-based applications, 311 systems further evolved to where each department could access the service requests directly from the centralized database of service requests. In the past decade,

many cities and counties have implemented the 311 centralized databases of service requests using Customer Relationship Management (CRM) software.

As various departments in cities and counties also went through a digital transformation over the past two decades, a key challenge for 311 emerged. The challenge was the integration of the digital systems being used by the departments with the centralized 311 CRM. The complexity and cost of such integrations have remained a challenge for many cities and counties. Another major problem is that most CRMs are priced by the number of users of the CRM. As more departments are added to the 311 system, the cost continues to rise regardless of the degree of use. Moreover, most of the CRMs are designed for generic customer management – mostly for sales operations in the commercial sector. They are not intended for specific use cases of civic engagement such as 311 Service.

Over the past decade, another major trend has emerged; the constituents' expectation from cities and counties has been shaped by the digital transformation of the commercial sector. Constituents want the civic agencies to be like "FedEx" and "Amazon." They want Transparency, Efficiency, and Accountability. This can only be achieved by providing real-time visibility into the services offered by the civic agencies. Moreover, constituents want more self-service, anytime/anywhere access, a high degree of personalization, etc. The idea of calling a number (311) to get a service seems archaic.

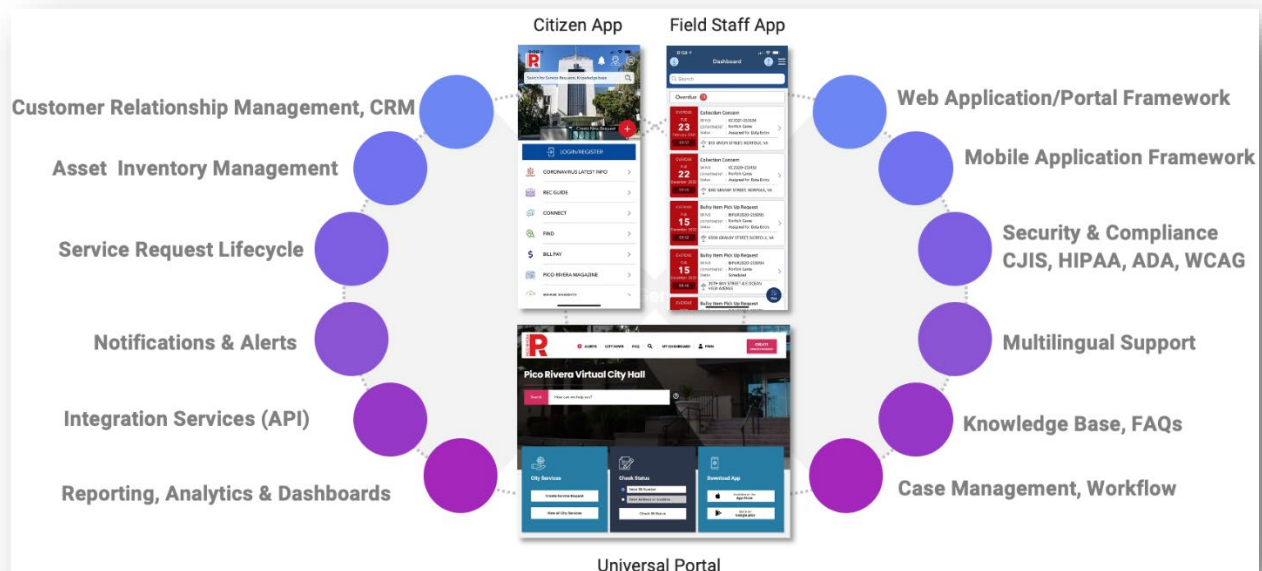
Taking lessons from all our experience and emerging trends in constituent expectations, 3Di developed Virtual City Hall.



1.2.2 3Di Engage

3Di Engage Platform takes the 311 beyond the traditional concept of CRM based system for managing service requests. 3Di Engage Platform is a system for meeting the requirements and expectations of all the stakeholders of 311, including the elected officials, agency staff, agency partners, 311 service providers, and, most importantly, the constituents of the agency. 3Di has implemented award winning omnichannel customer engagement solutions, including mobile applications for several local governments in the United States, including the City and County of Los Angeles, Atlanta, Norfolk, Las Vegas, Pico Rivera, West Palm Beach, and El Paso County, Colorado.

3Di Engage is a state-of-the-art service request management system with all necessary modules tightly integrated as shown in the image below.

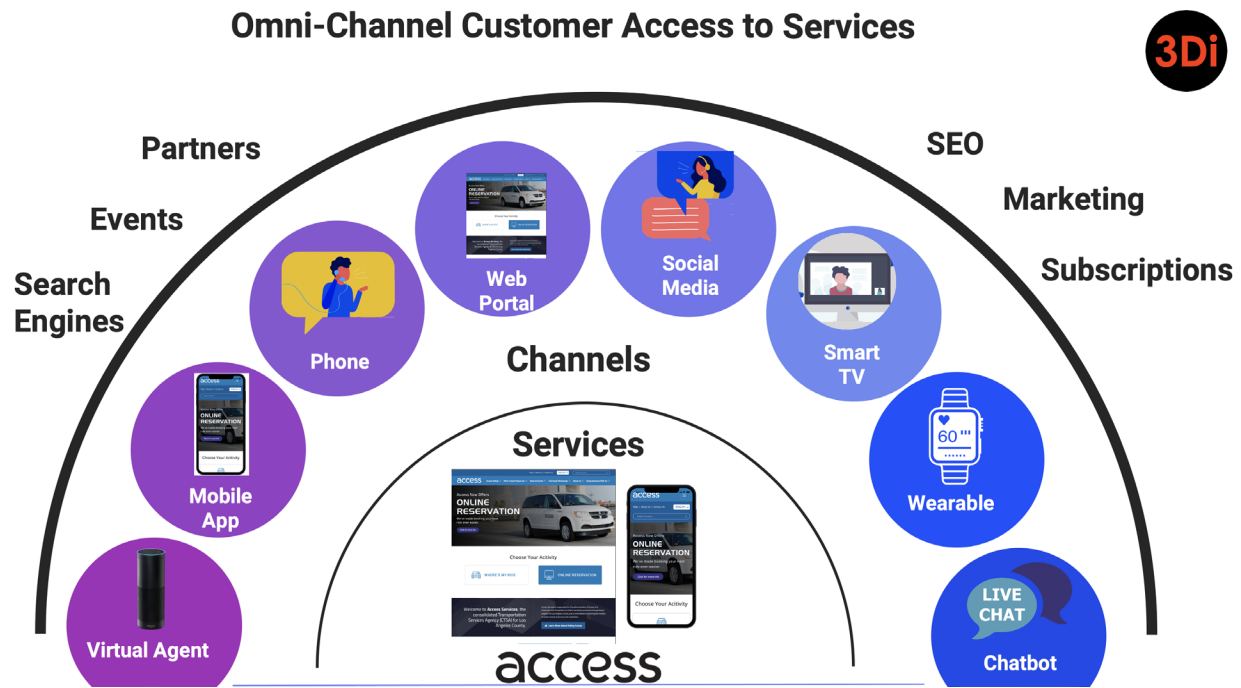


The most notable features of the 3Di Engage platform are:

- Complete integrated omni-channel solution for service request management and other complex enterprise use cases.
- Out of the box, the 3Di Engage solution includes
 - Mobiles apps for residents and field staff
 - Universal Web portal for web-based access to the solution
 - Completely configurable service request management
 - Reporting and Analytics
 - Integration with GIS, Identity Management, CC&B, and virtually any modern enterprise application through APIs
 - Compliant with all public sector requirements (ADA, Multi-lingual, security standards)
- Integrated with Amazon Connect
- Unlimited users. No per seat-based licensing makes the solution highly cost effective
- SaaS solution hosted on AWS's highly elastic, scalable, and secure infrastructure.

- No-code platform (customizations through configurations) – even the most complex use cases and workflows do not require software development
- Rapid and low-cost implementation and deployment
- Innovative Support Model – Genie Support

3Di Engage is an Omni-Channel platform that allows users to connect through various channels including phone & text.



1.3 Project Experience

1.3.1 City of Norfolk Department of Neighborhood Services

Company Name:	City of Norfolk Department of Neighborhood Services
Address:	Norfolk Cares Center, 500 East Main Street 9th Floor
City, State, Zip Code:	Norfolk, VA 23510
Contact Person:	Ms. Halima Akar
Email Address:	Halima.Akar@norfolk.gov
Telephone Number:	757-823-4367
Type of Business:	Government Agency (3Di Engage/311 Solution)
Date of Service	09/2017 to 8/2022

Annual Contract Value:	\$27,000.00 (Services) + \$91,800 (Maintenance & Support Annually)
Project Description:	The 311 Mobile is integrated with the City's two work order systems – BasicGov and NorthStar. Both integrations are through respective APIs. The 311 Mobile App is also integrated with the City's identity management system and the City's GIS system. 3Di Engage provides a unique digital experience platform that is device-agnostic. Putting the information in the citizen's hands and make them digitally empowered in enabling a government to work better, leading to a digitally transformed city.

1.3.2 Pico Rivera

Company Name:	City of Pico Rivera
Address:	6615 Passons Blvd.
City, State, Zip Code:	Pico Rivera, CA 90660
Contact Person:	Javier Hernandez, Assistant to the City Manager
Email Address:	jhernandez@pico-rivera.org
Telephone Number:	562-801-4395
Type of Business:	Government Agency (Code Enforcement 3Di Engage Solution)
Date of Service	01/2021 - Present
Annual Contract Value:	\$25,000.00 + Maintenance
Project Description:	<ul style="list-style-type: none"> •The Code Enforcement module has various simple to complex complaint forms, code notices, fully managed codebook and library of violations, conditional workflows, parent/child cases, GIS validated Property Inventory and many more features. •The customer/citizen can raise the complaint using the portal or a rich native mobile application (both iOS & Android) and track the real time status of the complaint. •Staff of Pico Rivera Code Enforcement division can manage and route the inflow of these complaints with automatic duplicate detection support. The valid complaints can be converted to cases and assigned to appropriate staff members for closure. Field staff are equipped with an inspection app that works on iOS/Android phone and iPad to perform inspections in field. Field staff can also create an impromptu case/inspection in the field, complete it and issue notice in the field right after the inspection. •Executive staff of Pico Rivera can get real time information through Business Intelligence dashboards and pre-configured set of performance reports.

1.3.3 City of Burbank

Company Name:	City of Burbank
Address:	275 East Olive Avenue
City, State, Zip Code:	Burbank, CA 91502
Contact Person:	Megan K. Clarke
Email Address:	mclarke@burbankca.gov
Telephone Number:	818-238-5153 office 310-729-8684 mobile
Type of Business:	Government Agency (3Di Engage/NexGen311 Solution)
Date of Service	03/2021 – 06/2023
Annual Contract Value:	\$38,604.00 + \$30,000/year
Project Description:	Provided Implementation/Integration/Support for the City of Burbank's Citizen Service Portal (CSP) and mobile applications. 3Di Engage provides a unique digital experience platform that is device-agnostic. Putting the information in the citizen's hands and make them digitally empowered in enabling a government to work better, leading to a digitally transformed city.

2 References

Company Name:	City of Norfolk Department of Neighborhood Services
Address:	Norfolk Cares Center, 500 East Main Street 9th Floor
City, State, Zip Code:	Norfolk, VA 23510
Contact Person:	Ms. Halima Akar
Email Address:	Halima.Akar@norfolk.gov
Telephone Number:	757-823-4367
Type of Business:	Government Agency (3Di Engage/311 Solution)
	09/2017 to 8/2022
Annual Contract Value	\$27,000.00 (Services) + \$91,800 (Maintenance & Support Annually)

Company Name:	Los Angeles County Department of Consumer and Business Affairs
Address:	320 W. Temple St. Room G-10
City, State, Zip Code:	Los Angeles, CA 90012
Contact Person:	Brian Schwartz
Email Address:	bschwartz@dcba.lacounty.gov
Telephone Number:	310-691-3846
Type of Business:	Government Agency (unified 311/CRM portal)
Date of Service	03/2020 to 10/2025
Annual Contract Value	\$25,375.00 (services) + \$60,000 Annual Maintenance

Company Name:	City of Pico Rivera
Address:	6615 Passons Blvd.
City, State, Zip Code:	Pico Rivera, CA 90660
Contact Person:	Javier Hernandez, Assistant to the City Manager
Email Address:	jhernandez@pico-rivera.org

Telephone Number:	562-801-4395
Type of Business:	Government Agency (Code Enforcement 3Di Engage Solution)
Date of Service	01/2021 - Present
Annual Contract Value	\$25,000.00 + Maintenance

Company Name:	City of West Palm Beach
Address:	401 Clematis St #2
City, State, Zip Code:	West Palm Beach, FL 33401
Contact Person:	Tiffany L. David
Email Address:	TDavid@wpb.org
Telephone Number:	561-822-1209
Type of Business:	Government Agency (3Di NexGen311 solution)
Date of Service	08/2021 – 07/2026
Annual Contract Value	\$38,500 + \$33,000/year

Company Name:	County of El Paso
Address:	325 S. Cascade Ave
City, State, Zip Code:	Colorado Springs, CO 80903
Contact Person:	Jeff Eckhart, Chief Information Officer
Email Address:	Jeffeckhart@elpasoco.com
Telephone Number:	719-520-6346
Type of Business:	Government Agency (3Di Engage/NexGen311 solution)
Date of Service	08/2013 to Current
Annual Contract Value	\$35,000 + \$60,000/year

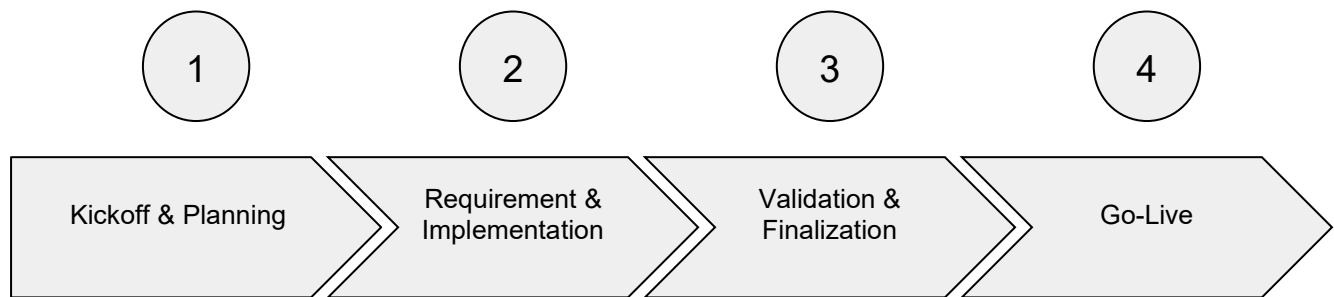
Company Name:	City of Burbank
Address:	275 East Olive Avenue
City, State, Zip Code:	Burbank, CA 91502

Contact Person:	Megan K. Clarke
Email Address:	mclarke@burbankca.gov
Telephone Number:	818-238-5153 office 310-729-8684 mobile
Type of Business:	Government Agency (3Di Engage/NexGen311 Solution)
Date of Service	03/2021 – 06/2023
Annual Contract Value	\$38,604.00 + \$30,000/year

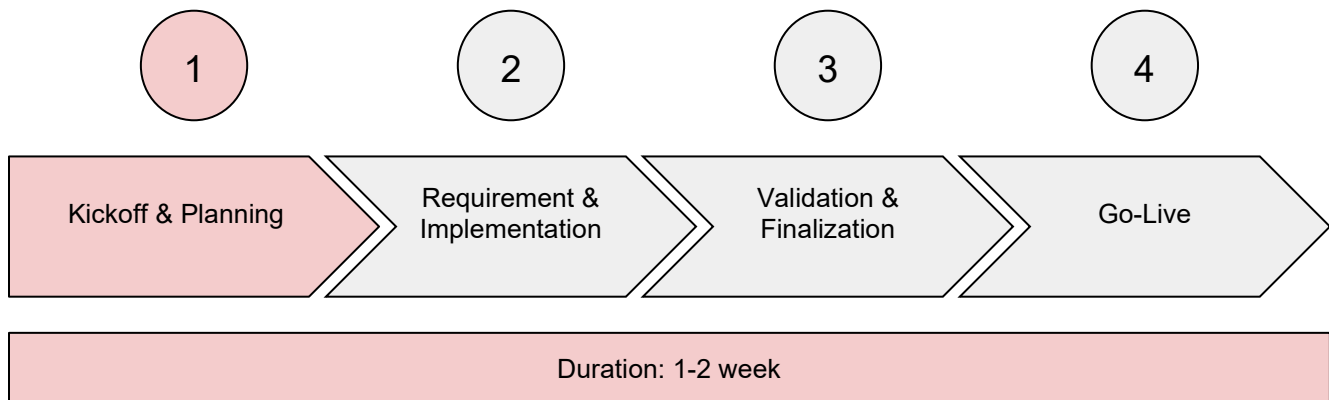
3 Work Plan

3.1 Implementation Approach

3Di employs a four-phase approach for implementation of products using 3Di Engage. The following diagrams outline the activities and milestones for each phase in a typical implementation.



3.1.1 Phase 1



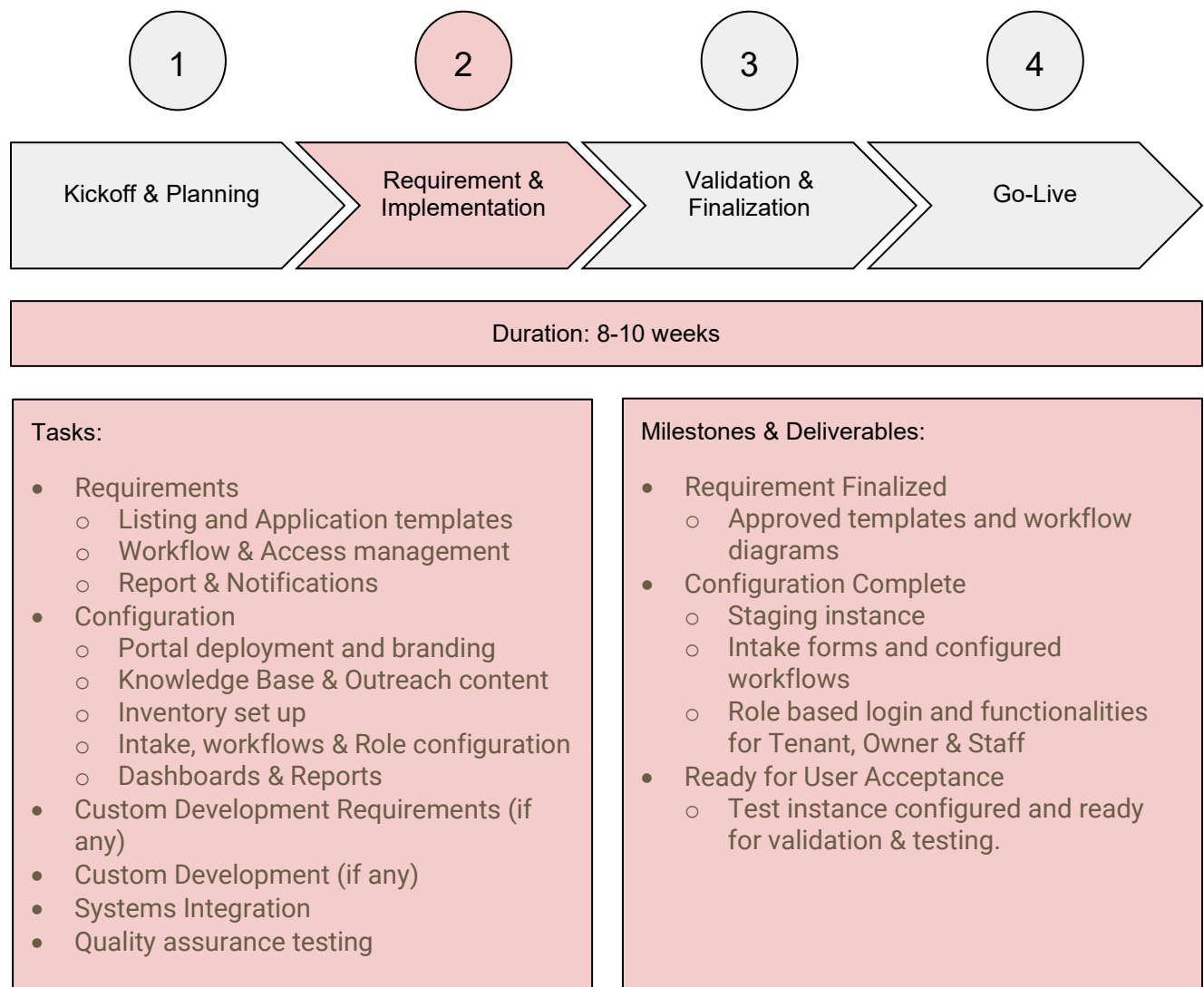
Tasks:

- Kickoff (Finalize Goals, Scope, Stakeholder expectations)
- Identify project teams, roles & responsibilities for each phase
- Define governance structure and reporting requirements

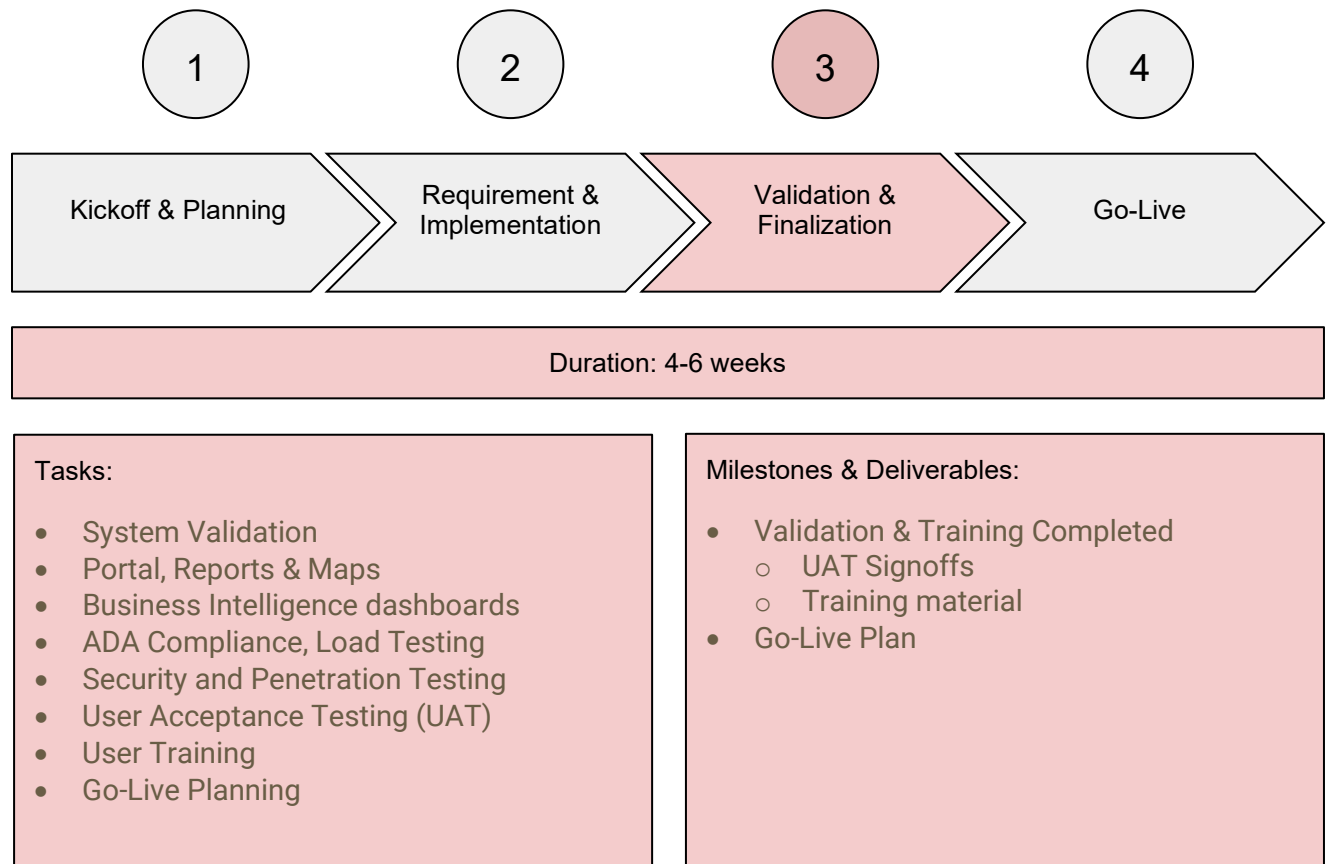
Milestones & Deliverables:

- Kick-off Meeting
- Detailed Project Plan
- Finalized Scope & Timeline
- Governance strategy

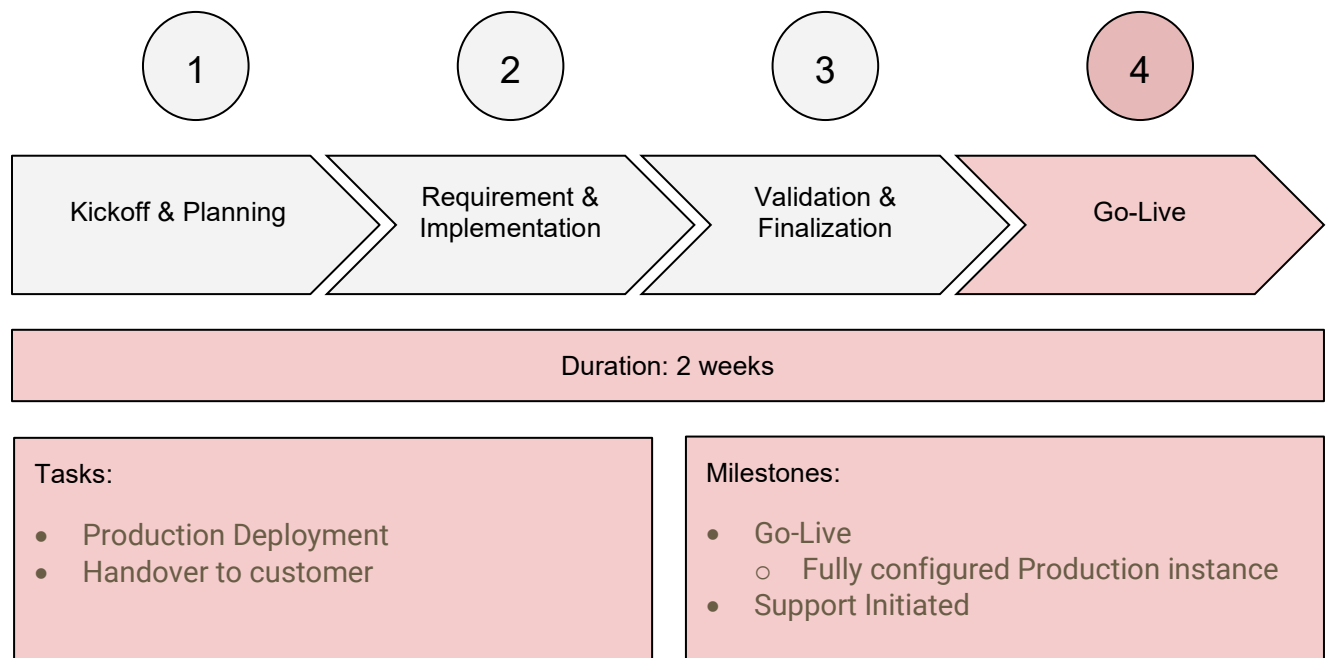
3.1.2 Phase 2



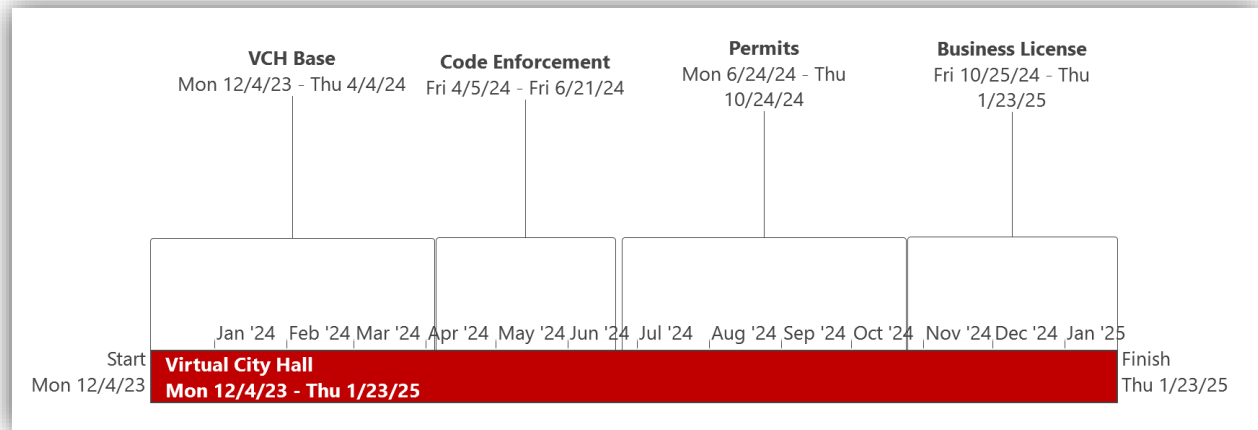
3.1.3 Phase 3



3.1.4 Phase 4



3.1.5 Timeline



3.1.6 Schedule

ID	Task Name	Duration	Start	Finish	Predecessors
1	Virtual City Hall	285 days	Mon 12/4/23	Thu 1/23/25	
2	VCH Base	85 days	Mon 12/4/23	Thu 4/4/24	
3	Kick off & Planning	10 days	Mon 12/4/23	Fri 12/15/23	
4	Kick Off	1 day	Mon 12/4/23	Mon 12/4/23	
5	Plan & Scope finalization	9 days	Tue 12/5/23	Fri 12/15/23	4
6	Requirement & Configuration	40 days	Mon 12/18/23	Wed 2/14/24	3
7	Requirement Analysis	15 days	Mon 12/18/23	Mon 1/8/24	
8	Portal & Mobile Base setup	5 days	Mon 12/18/23	Fri 12/22/23	
9	Integrations	30 days	Tue 1/2/24	Wed 2/14/24	8,7SS+10 days
10	Configuration and Testing	30 days	Tue 1/2/24	Wed 2/14/24	8,7SS+10 days
11	Validation & Finalization	25 days	Thu 2/15/24	Thu 3/21/24	6
12	User Acceptance Testing	25 days	Thu 2/15/24	Thu 3/21/24	
13	User Training	10 days	Fri 3/8/24	Thu 3/21/24	12FF
14	Go-Live	10 days	Fri 3/22/24	Thu 4/4/24	11
15	Production Deployment	7 days	Fri 3/22/24	Mon 4/1/24	
16	Handover	3 days	Tue 4/2/24	Thu 4/4/24	15
17	Code Enforcement	55 days	Fri 4/5/24	Fri 6/21/24	2
18	Kick off & Planning	10 days	Fri 4/5/24	Thu 4/18/24	
19	Kick Off	1 day	Fri 4/5/24	Fri 4/5/24	
20	Plan & Scope finalization	9 days	Mon 4/8/24	Thu 4/18/24	19
21	Requirement & Configuration	20 days	Fri 4/19/24	Thu 5/16/24	18
22	Requirement Analysis	10 days	Fri 4/19/24	Thu 5/2/24	

ID	Task Name	Duration	Start	Finish	Predecessors
23	Portal & Mobile Base setup	5 days	Fri 4/19/24	Thu 4/25/24	
24	Integrations	10 days	Fri 5/3/24	Thu 5/16/24	22SS+10 days,23
25	Configuration and Testing	10 days	Fri 5/3/24	Thu 5/16/24	22SS+10 days,23
26	Validation & Finalization	15 days	Fri 5/17/24	Fri 6/7/24	21
27	User Acceptance Testing	15 days	Fri 5/17/24	Fri 6/7/24	
28	User Training	10 days	Fri 5/24/24	Fri 6/7/24	27FF
29	Go-Live	10 days	Mon 6/10/24	Fri 6/21/24	26
30	Production Deployment	7 days	Mon 6/10/24	Tue 6/18/24	
31	Handover	3 days	Wed 6/19/24	Fri 6/21/24	30
32	Permits	85 days	Mon 6/24/24	Thu 10/24/24	17
33	Kick off & Planning	10 days	Mon 6/24/24	Mon 7/8/24	
34	Kick Off	1 day	Mon 6/24/24	Mon 6/24/24	
35	Plan & Scope finalization	9 days	Tue 6/25/24	Mon 7/8/24	34
36	Requirement & Configuration	40 days	Tue 7/9/24	Wed 9/4/24	33
37	Requirement Analysis	15 days	Tue 7/9/24	Mon 7/29/24	
38	Portal & Mobile Base setup	5 days	Tue 7/9/24	Mon 7/15/24	
39	Integrations	30 days	Tue 7/23/24	Wed 9/4/24	37SS+10 days,38
40	Configuration and Testing	30 days	Tue 7/23/24	Wed 9/4/24	37SS+10 days,38
41	Validation & Finalization	25 days	Thu 9/5/24	Wed 10/9/24	36
42	User Acceptance Testing	25 days	Thu 9/5/24	Wed 10/9/24	
43	User Training	10 days	Thu 9/26/24	Wed 10/9/24	42FF
44	Go-Live	10 days	Thu 10/10/24	Thu 10/24/24	41
45	Production Deployment	7 days	Thu 10/10/24	Mon 10/21/24	
46	Handover	3 days	Tue 10/22/24	Thu 10/24/24	45
47	Business License	60 days	Fri 10/25/24	Thu 1/23/25	32
48	Kick off & Planning	10 days	Fri 10/25/24	Thu 11/7/24	
49	Kick Off	1 day	Fri 10/25/24	Fri 10/25/24	
50	Plan & Scope finalization	9 days	Mon 10/28/24	Thu 11/7/24	49
51	Requirement & Configuration	25 days	Fri 11/8/24	Tue 12/17/24	48
52	Requirement Analysis	10 days	Fri 11/8/24	Mon 11/25/24	
53	Portal & Mobile Base setup	5 days	Fri 11/8/24	Fri 11/15/24	
54	Integrations	15 days	Tue 11/26/24	Tue 12/17/24	52SS+10 days,53
55	Configuration and Testing	15 days	Tue 11/26/24	Tue 12/17/24	52SS+10 days,53

ID	Task Name	Duration	Start	Finish	Predecessors
56	Validation & Finalization	15 days	Wed 12/18/24	Wed 1/8/25	51
57	User Acceptance Testing	15 days	Wed 12/18/24	Wed 1/8/25	
58	User Training	10 days	Wed 12/25/24	Wed 1/8/25	57FF
59	Go-Live	10 days	Thu 1/9/25	Thu 1/23/25	56
60	Production Deployment	7 days	Thu 1/9/25	Fri 1/17/25	
61	Handover	3 days	Tue 1/21/25	Thu 1/23/25	60

3.1.7 Training / Knowledge Transfer

One of the key components of any project is Knowledge Transfer. 3Di is not successful unless our customers are able to adequately support themselves after a project is complete. During the implementation process, 3Di will work closely with the city's team to deliver a good working knowledge of the solution's functionality and the personalized configuration.

3Di proposes a comprehensive training strategy that includes instructor-led training and knowledge transfer of the proposed solution. As part of the strategy, we recommend the use of a "Train the Trainer" approach for the city's staff. The client will identify the individual(s) responsible for conducting training for the staff. 3Di will provide the selected trainers with the appropriate materials and instruction.

Some of the key elements of training include but are not limited to:

1. Configure roles and permission in 3Di Engage
2. Configure mobile application or portal UI assets
3. Configure service request management
4. Configure Reports and dashboards
5. Configure notification engine
6. Update and moderate knowledge base

As per the requirements, 3Di will provide all suitable and adequate training to the staff nominated to ensure smooth delivery and effective operation of the system after Go-Live. The following support documentation and support channel will be available to the client at no additional cost.

Type of Documentation	Description/Explanation/Optional
Quick Reference Guides	A user manual and admin manual will be provided.
Online Support	Using issue tracking tool (Zoho, JIRA, etc.)
Help Desk Support	Using issue tracking tool (Zoho, JIRA, etc.)
User Group Community Resources	Groupwise knowledge bases articles and FAQs
Videos	Instructional videos are part of FAQs
Custom User Guides/Manuals	User manuals are branded & customized for Client

3.1.8 Post-Implementation Support

3Di's Maintenance, Operations & Support (MOS) Program is a comprehensive support program that gives customers maximum flexibility and the highest level of support for applications developed by 3Di.

3.1.8.1 Maintenance

- System Software Updates, Bug Fixes, and Patches
- Coordinate Release Management and Version Control with the customer
- Routine system and application log maintenance to ensure system performance and problem resolution

3.1.8.2 Operation

- Systems, application monitoring, and customer notification of errors, downtime, security breach, or issues that affect the System
- System and application tuning for optimal performance
- System Security Monitoring & Notification (Unauthorized use, intrusion, or data compromise)
- System Recovery from errors and/or downtime

3.1.8.3 Support

- Flexible Support (Genie Hours) including
 - User Interface (UI) Changes
 - Technical support
 - Workflow Changes
 - Systems integration
 - Reports and Analytics support
 - System configuration changes (e.g., role management, identity management)
- Support does not include support of end users.
- Support is limited to 10 Genie hours/month. Additional hours can be added in pack of 10 Genie hours at the rate of \$1,000.00 per Pack (\$100 per hour).
- Genie hours may not be rolled over from month to month.
- Support Request Management
- Phone Support: M-F (Except Holidays) 8:00 am to 6:00 pm Local time
- Email Support: 24 hours
- Web/Mobile Accessible Service Ticket Status
- Monthly Status Rep






- ort for Maintenance, Operations and Support
- SLA Based

SUPPORT SLA			
Severity	Impact	Examples	Max Response Time
1 – High	Unable to perform core functionality in production system and no workarounds exist	System unavailable; users unable to login	4 business hours
2- Medium	Unable to perform core functionality in production system but workarounds available.	Intakes working but integration with the other system down due to network issues.	12 business hours
3 - Low	Unable to perform non-essential functionality in production system; maintenance tasks; enhancement requests	Typographical errors, label changes, Screen Display issues, etc.	24 business hours
4 – Planned	Modify and existing feature or add a new feature	Make Changes to UI, Change Configuration for workflow, new report	Depending on scope of work. With approval of the customer.

4 Project Staffing

The success of such a project is dependent on teamwork and required participation from various stakeholders. The following table describes the function and tasks for overall project team with members from customer side as well as 3Di.

Role		Responsibilities	Team
Steering Committee 		<ul style="list-style-type: none"> ✓ Clear understanding of the project scope and Jersey City's strategic goals. ✓ Ensure project performance of activities & approve project deliverables ✓ Governance of the project; help resolve issues and policy decisions ✓ Provide direction and guidance to the project 	City Executives 3Di Management Implementation Director
City SMEs 		<ul style="list-style-type: none"> ✓ Support the definition of processes and policies, supply business rules and procedures, and communicate the contexts in which the rules, processes and policies are applied ✓ Accurately represent their business units' needs to the project/program team ✓ Validate the requirements and deliverables that describe the product(s) or service(s) that the project/program will produce ✓ Bring information about the project/program back to the customer community ✓ Provide input for the design and construction of test cases and scenarios, and may also validate executed test results ✓ Provide input into and/or create and execute user documentation and training material ✓ Assist with user acceptance testing, using, and evaluating it for accuracy and usability, providing feedback to the project/program team ✓ Guide other professionals on the project/program to ensure the content is accurate ✓ Resolve issues relevant to project/program deliverable(s) within their area of expertise ✓ Obtain or provide approval for changes to rules, processes, and policies 	City Program Staff
Implementation Lead 		<ul style="list-style-type: none"> ✓ Develop an implementation plan ✓ Manage deliverables according to the plan ✓ Lead and manage the implementation team ✓ Serves as the main facilitator and mentor for the team ✓ Determine the methodology used on the implementation ✓ Establish a project schedule and determine each phase ✓ Assign tasks to implementation team members ✓ Provide regular updates to upper management 	Implementation Team
Implementation Team	Specialist	<ul style="list-style-type: none"> ✓ Gather requirements from business units and end users ✓ Prepare detailed requirements specification documents ✓ Configure the system based on the requirements ✓ Removes blockers or impediments that hinder project progress ✓ Monitors the progress of the sprint ✓ Promotes continuous communication with SMEs 	
	QA	<ul style="list-style-type: none"> ✓ Help with preparing test scripts ✓ Verify that project deliverables meet requirements ✓ Conduct user acceptance tests 	
	Support	<ul style="list-style-type: none"> ✓ Provides Technical support for implementation ✓ Helps with initial deployment & setup ✓ Conducts Data migration planning and execution if needed ✓ Defines integration interface and approach and performs integration tasks 	

4.1 Key Personnel

As important as our “[well architected](#)” 3Di Engage platform is, 3Di’s highly experienced delivery team brings a wealth of best practices and vast experience gained from many implementations to enhance your processes and improve efficiency. 3Di will have the following team allocated for this implementation.

Role	Name	Allocation	Location	Function & Tasks
Implementation Director	Sheetal Paranjpye	20%	Brea, CA	Please see 4
Implementation Lead	Jia Zhang	100%	Brea, CA	Please see 4
Implementation Specialist	Pratik Desai	100%	Brea, CA	Please see 4
Implementation Support	Prasad Potale	100%	Brea, CA	Please see 4
Quality Assurance	Sandeep Desai	100%	Brea, CA	Please see 4

4.1.1 Sheetal Paranjpye, 3Di

Domain Expertise <ul style="list-style-type: none"> Domain expert on Public Sector solutions 311 CRM and Citizen Engagement Rent Stabilization Fire Prevention 	Profile <p>Seasoned Implementor with 20+ years’ work experience of delivering complex Product and Programs with multiple workstreams. Have delivered various award-winning solutions in public sector for multiple Counties and Cities</p>
Skills <ul style="list-style-type: none"> Excellent verbal and written communication skills HTML, CSS, JavaScript .Net, C#, MS SQL 	Work Experience <ul style="list-style-type: none"> 311 CRM implementations <ul style="list-style-type: none"> City & County of Los Angeles City of Norfolk County of El Paso Rent Stabilization Solution <ul style="list-style-type: none"> County of Los Angeles City of Alameda City of Mountain View City of Berkeley Fire Prevention, Brush Inspection, Code Enforcement <ul style="list-style-type: none"> City of Glendale City of Hayward City of La Habra
Certification <ul style="list-style-type: none"> AWS Certified Cloud Practitioner CJIS PMP SCRUM Master Caltech certified Project Manager 	

4.1.2 Jia Zhang

Domain Expertise <ul style="list-style-type: none"> Domain expert on Public Sector solutions 311 CRM and Citizen Engagement Sustainability, Smart Utility Meters Customer Care & Billing (CC&B) 	Profile <p>Project Manager with more than 10 years of IT experience in Public Sectors. Effective in leading multiple complex projects within significant constraints of resource availability, funding, and deadlines</p>
Skills <ul style="list-style-type: none"> Excellent verbal and written communication skills HTML, CSS, JavaScript .Net, C#, MS SQL 	Work Experience <ul style="list-style-type: none"> 311 CRM implementations <ul style="list-style-type: none"> City of Los Angeles City of Norfolk Los Angeles Department of Water & Power <ul style="list-style-type: none"> Smart Grid Project Sustainability & Rate Portal Utility Bill Estimator Los Angeles Housing Department <ul style="list-style-type: none"> Billing and Information Management System Integration of myLA311 with Foreclosure Registry
Certification <ul style="list-style-type: none"> SCRUM Master 	

4.1.3 Pratik Desai

Domain Expertise <ul style="list-style-type: none"> Domain expert on Public Sector solutions 311 CRM and Citizen Engagement Affordable Housing & Grants Education institute portal 	Profile <p>CRM specialist with 10+ years' work experience. of delivering complex Effective leadership skills, and an extensive record of delivering critical projects within aggressive timelines.</p>
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Skills <ul style="list-style-type: none"> • CRM Technologies – Siebel, Microsoft Dynamics • ADA & WCAG Compliance • Cloud DR config, SaaS implementations • Content Management Systems – WordPress, SharePoint 	Work Experience <ul style="list-style-type: none"> • 311 CRM implementations <ul style="list-style-type: none"> ○ City Los Angeles ○ City of Pico Rivera ○ City of Burbank ○ City of West Palm Beach • Housing solutions <ul style="list-style-type: none"> ○ NOFA/Grants Management ○ Fair Housing for Housing Rights Center • CMS Portals/Websites <ul style="list-style-type: none"> ○ Guided Pathway Portal, Santa Ana College ○ Santa Ana College Portal/Website ○ LADWP/JSTI Peer Volunteer Program
Certification <ul style="list-style-type: none"> • SCRUM Master 	

4.1.4 Prasad Potale

Domain Expertise <ul style="list-style-type: none"> • Domain expert on Public Sector solutions • 311 CRM and Citizen Engagement • Rent Stabilization • Fire Prevention 	Profile <p>Over 10 years of experience in Mobile application development as an iOS and android application developer and Mobile application team lead and well versed in designing and architecting a mobile application.</p>
Skills <ul style="list-style-type: none"> • Programming & Framework: Swift, Objective-C, C++, UIKit, Core Data, AVFoundation, EventKit, AddressBook, AddressBookUI, MessageUI, iAd, AssetsLibrary, MapKit and Core Location frameworks • ESRI & Google GIS • IDE: XCode, SOAP UI • Database: SQLite 	Work Experience <ul style="list-style-type: none"> • 3Di Engage AWS Connect, LA County DCBA • 3Di Engage Mobile Applications <ul style="list-style-type: none"> ○ 311 Citizen and Staff mobile app ○ Fire Inspection iPad app ○ Annual inspection Windows app • Rent Stabilization Solution • Code Enforcement inspection application, Los Angeles Housing Department • Brush and Permit inspection app, Los Angeles Fire Department

- Operating System: iOS, MAC OS, Windows
- Helpdesk Tool: Zoho, Jira
- Scripting: Java Script, Python

Certification

- AWS Certified Cloud Practitioner
- CJIS

4.1.5 Sandeep Desai

Domain Expertise

- Domain expert on Public Sector solutions
- 311 CRM and Citizen Engagement
- Rent Stabilization
- Fire Prevention
- Affordable Housing

Profile

A forward thinking, capable and committed Quality Assurance manager with a proven ability to meet agreed deadlines, coordinate work and work to defined testing methodologies within a structured environment. Focused on any task at hand and able to utilize existing test knowledge and experiences to produce practical solutions and alternatives to testing processes.

Skills

- Multiple types of Testing – Unit testing, System Testing & User Acceptance Testing
- Design and Execute Test strategies and Plan
- Test Automation – Planning, scripting & Execution

Work Experience

- 311 CRM implementations
 - City & County of Los Angeles
 - City of Burbank
 - City of West Palm Beach
- Rent Stabilization
 - Los Angeles Housing Department
 - City & County of San Francisco
- Los Angeles Housing Department
 - Rent Registry and Petitions
 - Human Resource Admin System
 - Billing & Information System
 - Accessible and Affordable Housing
 - Foreclosure Registry

Certification

- Certified Software Tester (CSTE)
- ISTQB Certified Tester

5 Proposal Costs Sheet and Rates

The following table details out the cost of ownership for City for both Citizen Relationship Management and Code Enforcement.

	Year 1	Year 2	Year 3	Year 4	Year 5
Section 1: Implementation Services					
Implementation Management	\$68,250				
Requirements Analysis					
Design (includes UX/UI Design)					
Build, Configure & Integration					
System Testing					
Implementation/Deployment					
Training					
Post-Implementation stabilization					
GIS, ADFS Integration					
Total Implementation Costs	\$68,250				
Section 2: Data Migration (Optional)					
Data Migration	\$0				
Total Data Migration Costs	\$0				
Section 3: Software Integrations (Optional)					
Software Integration	\$0				
Total Integrations Costs	\$0				
Section 4: Annual Subscriptions including Ongoing Maintenance, Operation & Support (SaaS)					
Subscription for VCH Base	\$37,579	\$39,458	\$41,431	\$43,502	\$45,678
Code Enforcement	\$6,316	\$6,632	\$6,963	\$7,312	7,677
Permits	\$6,316	\$6,632	\$6,963	\$7,312	7,677
Business License	\$3,158	\$3,316	\$3,482	\$3,656	\$3,839

Payments	\$632	\$664	\$697	\$731	\$768
Total SaaS Subscription Costs	\$54,000	\$56,700	\$59,535	\$62,512	\$65,637
TOTAL COSTS	\$138,000	\$56,700	\$59,535	\$62,512	\$65,637

5.1 Pricing Matrix

Number of SRs & Cases/year		
	Tier 1: 1-30,000 SRs & Cases/year	Included in base pricing
	Tier 2: 30,001-40,000 SRs & Cases/year	Base + \$550/month
	Tier 3: 40,001-50,000 SRs & Cases/year	Base + \$1,100/month
	Tier 4: over 50,000 SRs & Cases/year	TBD
Optional SaaS Services		
	Enhanced backup or archive	TBD (based on service and consumption level)
	Use of PaaS services such as Image Processing, ESRI GIS, Speech Processing, Machine Learning, AWS Connect, etc.	TBD (based on service and consumption level)
Number of Support Hours		
	10 hours/month	Included in base pricing
	20 hours/month	Base+\$1000/month
	30 hours/month	Base+\$2000/month
	40 hours/month	Base+\$3000/month
	More than 40 hours/month	TBD
Application Development & Systems Integration		
	Standard 3Di Engage Housing implementation and integration with ESRI GIS, ADFS, and Amazon Connect	Included in base pricing
	Additional Custom Application Development (based on effort level estimated for each custom application) – the indicative rates by function are mentioned in Hourly Project Charges Table below	
	Other (e.g., Travel, Per Diem, Materials)	At cost or standard reimbursement rates

5.2 Pricing Assumptions

- Renewals for years 2 through 5 will be as stated and automatic unless the department terminates its subscription in writing 90 days prior to the renewal date.

- 10 Genie hours per month are included. These do not accumulate from month to month.
- Data migration for knowledge base content only is included. If other data migrations are required, we will need to schedule a meeting with our delivery team to understand the scope.
- Integrations with other 3rd party software are possible. If integrations are required, we will need to schedule a meeting with our delivery team to understand the scope.
- The customer will make available necessary resources for requirements gathering, testing, deployment, and training as required by the implementation plan.
- 3Di's Engage-based solution will provide cloud-based data archival, depending on which option the customer decides to purchase. If the subscription is active, 3Di will continue the storage. The customer will be able to access the data in the system at any time. The customer will have the ability and right to download the data for other storage/usage options.
- Any cost related to sending text message notifications is not included.

Several cooperative purchasing vehicles can be utilized to procure 3Di Engage products. Please let us know if you are interested in exploring any of these options.

- General Services Administration (GSA) contract # GS-35F-291AA
- Piggyback/Cooperative Agreements
- Amazon Web Services Marketplace

5.3 Hourly Project Charges Table

Resource Category	Rate Range		
	Junior-Level	Mid-Level	Senior-Level
Program Manager	\$ 150.00	\$ 175.00	\$ 210.00
Project Manager	\$ 135.00	\$ 160.00	\$ 185.00
Project Coordinator	\$ 110.00	\$ 135.00	\$ 160.00
Business Analyst	\$ 100.00	\$ 125.00	\$ 145.00
Tech Lead/ Solution Architect	\$ 115.00	\$ 155.00	\$ 175.00
Infrastructure Architect	\$ 115.00	\$ 145.00	\$ 175.00
Database Architect	\$ 115.00	\$ 145.00	\$ 175.00
Database Designer/Developer	\$ 115.00	\$ 145.00	\$ 175.00
Database Administrator	\$ 105.00	\$ 135.00	\$ 175.00
Software Engineer	\$ 100.00	\$ 125.00	\$ 150.00
Network/Infrastructure Engineers	\$ 90.00	\$ 110.00	\$ 135.00
System Administrator	\$ 85.00	\$ 100.00	\$ 125.00
Cloud Systems Engineer	\$ 100.00	\$ 125.00	\$ 150.00
Cyber Security Engineer	\$ 150.00	\$ 175.00	\$ 210.00
Cloud Administrator	\$ 100.00	\$ 120.00	\$ 135.00
Cloud Architect	\$ 150.00	\$ 175.00	\$ 210.00
Cloud Security Specialist	\$ 150.00	\$ 175.00	\$ 210.00
Advanced Technology (ML, AI, AR, VR) Engineer	\$ 165.00	\$ 185.00	\$ 225.00
Microsoft Dot.Net Developers	\$ 95.00	\$ 120.00	\$ 135.00
Open Source/PHP Developers	\$ 95.00	\$ 120.00	\$ 135.00

Resource Category	Junior-Level	Rate Range Mid-Level	Senior-Level
Mobile Application Developers (IOS/Android/Windows Mobile)	\$ 100.00	\$ 125.00	\$ 150.00
Technical Writer	\$ 95.00	\$ 120.00	\$ 135.00
UX (User Experience) Architect	\$ 135.00	\$ 155.00	\$ 175.00
Graphic/UI Designer	\$ 90.00	\$ 115.00	\$ 130.00
HTML/JavaScript/CSS Developers	\$ 90.00	\$ 115.00	\$ 130.00
QA Lead/Manager	\$ 115.00	\$ 135.00	\$ 160.00
Quality Analyst	\$ 90.00	\$ 115.00	\$ 130.00

ATTACHMENT B

AGREEMENT FOR SMART CITY HALL PROJECT MANAGEMENT SERVICES

THIS AGREEMENT (“Agreement”) is made and entered into this 13th day of December 2023, between the City of Paramount, a municipal corporation in Los Angeles County, California, (hereinafter "CITY") and Infinity Technologies, a licensed California firm, with its primary office located at 17875 Von Kerman Avenue, Suite 150, Irvine, CA 92614, (hereinafter "CONSULTANT") (collectively, "the Parties").

RECITALS

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

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

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

1. DESCRIPTION OF SERVICES

CONSULTANT shall perform Smart City Hall project management services 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 is \$100,000 and shall not exceed ten (10) percent more than the quoted price, for unexpected work contingency purposes.
- (b) CONSULTANT will submit invoices monthly for actual services performed. Invoices shall be submitted on or about the first business day of each month, or as soon thereafter as practical, for services provided in the previous month. Payment shall be made within thirty (30) days of receipt of each invoice as to all non-disputed fees. If the CITY disputes any of CONSULTANT's fees, it shall give written notice to CONSULTANT within thirty (30) days of receipt of an invoice of any disputed fees set forth on the invoice.

3. MATERIALS AND SUPPLIES

Without modifying or waiving those provisions under Section 4. hereinbelow, CITY agrees to provide office space, supplies, equipment, and support services required to maintain all records and correspondence connected with the Smart City Hall project management services. No

personal use of CITY equipment, supplies or services is allowed and CONSULTANT shall comply with all CITY policies regarding use of CITY resources.

4. INDEPENDENT CONTRACTOR

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

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

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

5. TERM OF AGREEMENT

The term of this Agreement shall be for one (1) year effective from **December 13, 2023** or upon reaching the "not-to-exceed" compensation amount, whichever occurs first. This Agreement may be terminated by giving written notice to the other party of that party's intention to so terminate. This Agreement shall be terminated thirty (30) days from and after the date of delivery or mailing of a notice of cancellation by either party unless the notice specifies otherwise.

6. 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 ten (10) days prior written notice. Upon receipt of said notice, the CONSULTANT shall immediately cease all work under this Agreement, unless the notice provides otherwise. If a portion of this Agreement is terminated, such termination shall not make void or invalidate the remainder of this Agreement.
- B. In the event this Agreement is terminated pursuant to this Section, the CITY shall pay to CONSULTANT the actual value of the work performed up to the time of termination. Upon termination of the Agreement, pursuant to this Section, the CONSULTANT will submit an invoice to the CITY pursuant to Section 2. of this Agreement.

7. 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.

8. 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.

9. 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.

10. INDEMNIFICATION

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

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

11. LEGAL RESPONSIBILITIES

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

12. INSURANCE

(a) 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

13. NOTICES

- (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 CONSULTANT: Infinity Technologies
17875 Von Karman Avenue
Irvine, CA 92614

14. ASSIGNMENT

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

15. 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.

16. CITY BUSINESS LICENSE

PSA Virtual City Hall Project Mngmt. Services | 7

17. 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.

18. ENTIRE AGREEMENT

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

19. SEVERABILITY

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

20. 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.

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

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

Infinity Technologies

BY: _____

Title: _____

CITY OF PARAMOUNT
A Municipal Corporation

By: _____

John Moreno
City Manager

RECOMMENDED BY:

Andrew Vialpando
Assistant City Manager

APPROVED AS TO FORM:

John E. Cavanaugh
City Attorney

EXHIBIT A

CITY OF PARAMOUNT

SCOPE OF WORK AND FEE ESTIMATE FOR WEBSITE IMPLEMENTATION SUPPORT FOR THE VIRTUAL CITY HALL PROJECT

Scope of Work

Our team will support the implementation of the City's new website platform for the Virtual City Hall Project (Project). We will collaborate with the project team, including City departments, staff, and 3Di to facilitate the integration of various platform components with the City's software and enterprise applications. Provided below is a high-level scope of work outlining the anticipated support required for implementation of the first year of the Project. This phase of the project will include implementation of the Virtual City Hall Base and Code Enforcement module.

Task 1. Kickoff and Planning Meetings

- A. Attend and participate in kickoff and planning meetings to develop implementation goals, specific responsibilities, and schedules.

Task 2. Requirements and Implementation

- A. Support and facilitate identifying process requirements related to the following:
 - 1) Software systems and application integration.
 - 2) Web portal development, mobile, data migration, and custom development requirements.
 - 3) Business needs to identify potential issues and opportunities.
 - 4) Finalizing workflows, reporting, and planning for Go-Live phase.

Task 3. Validation and Finalization for Go-Live

- A. Coordinate system validations and testing needs required in preparation for Go-Live phase.

Task 4. Go-Live

- A. Coordinate with project team on deployment, transition, and additional support activities.

Estimated Project Timeline

Infinity Technologies' staff will be available to support the City's Project team from project kick-off and throughout the first phase of implementation of the Project.

Website Implementation Support – Fee Estimate

Infinity Technologies will provide the City with a team of qualified IT staff to support the implementation of the first phase of the Project as outlined in our Scope of Work. The Project fee will be on a time and materials (T&M) basis as summarized below.

Website Implementation Support (Year 1) – T&M

TASK DESCRIPTION	LEVEL OF EFFORT (HOURS)	ESTIMATED COST
Task 1. Kickoff and Planning Meetings	65	\$10,000
Task 2. Requirements and Implementation	310	\$45,000
Task 3. Validation and Finalization for Go-Live	240	\$35,000
Task 4. Go-Live	65	\$10,000
Total Cost (Not to Exceed):	680	\$100,000

Hourly Rate Schedule

IT CLASSIFICATION	HOURLY RATE (\$)
Project Manager	160
Business Analyst	145
Graphic Designer	115
Junior Designer	55

DECEMBER 12, 2023

PROFESSIONAL SERVICES AGREEMENT WITH GRUEN ASSOCIATES
TO PREPARE COMMERCIAL DESIGN GUIDELINES

MOTION IN ORDER:

APPROVE THE AGREEMENT WITH GRUEN ASSOCIATES TO PREPARE
COMMERCIAL DESIGN GUIDELINES 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: December 12, 2023

**Subject: PROFESSIONAL SERVICES AGREEMENT WITH GRUEN ASSOCIATES
TO PREPARE COMMERCIAL DESIGN GUIDELINES CITYWIDE**

BACKGROUND

This item is a request to approve a professional service agreement with Gruen Associates in an amount not to exceed \$80,000 to prepare commercial design guidelines citywide.

The City of Paramount implemented the Central Business District Architecture Guidelines in 1984 to address the relationship of buildings of the arterial streets along Paramount Boulevard and Alondra Boulevard. Examples of the major topic categories include site access, parking and landscape of parking lots, setbacks, site planning, landmarks, parks, scenery, trash receptacles, street furniture, paving, colors, materials, forms, properties, uniformity, landscaping lighting, rear facades, site entries, security of buildings, signs, and service areas.

DISCUSSION

The Commercial Design Guidelines Update project is intended to modernize the guidelines for the Central Business District and other commercial zoned properties in the C-3 (General Commercial) and C-M (Commercial Manufacturing) zones. The design guidelines will address aesthetics and will evaluate and update specific elements of the Central Business Architecture Guidelines. They will also provide new guidelines in order to establish contemporary buildings that “frame” the streetscape by creating a vibrant, attractive pedestrian environment and a sense of place. This scope will accommodate community engagement and produce guidelines that will inspire a high level of commercial design. An engagement program will include targeted discussions with the community to identify preferred outcomes and confirm engagement goals and expectations.

Commercial Design Guidelines Firm

The Planning Department reviewed planning consultants with experience in producing the Commercial Design Guidelines Update and determined that Gruen Associates. is the most qualified firm with a local presence. Gruen Associates, established in 1946, is a multidisciplinary firm that completed the North Paramount Specific Plan update and also completed Objective Design Standards for the county of Los Angeles. This background in Paramount brings an understanding of the community's design objectives. If approved by the City Council, Gruen Associates will begin the development of Commercial Design Guidelines shortly thereafter with completion within five 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 Gruen Associates to prepare commercial design guidelines 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 29 day of November 2023, between the City of Paramount, a municipal corporation in Los Angeles County, California, (hereinafter "CITY") and GRUEN ASSOCIATES a licensed California firm, with its primary office located at 6330 SAN VICENTE BOULEVARD, SUITE 200, LOS ANGELES, CA 90048 (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 to update existing commercial design guidelines 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 29, 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: Gruen Associates
6330 San Vicente Boulevard, Suite 200
Los Angeles, CA 90048

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.

Gruen Associates.

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

October 31, 2023

John King, AICP
Assistant Planning Director
City of Paramount
16400 Colorado Avenue
Paramount, CA 90723

RE: Commercial Design Guidelines Update Proposal

Dear John,

GRUENASSOCIATES (Gruen) appreciates the opportunity to submit our proposal to provide Planning Services for the **Paramount Commercial Design Guidelines Update** project. Gruen is passionate about architecture and urban design, active transportation, and walkable communities which will serve as a great benefit to achieve the **City of Paramount's** goals. Gruen has experience and a distinguished record of preparing award-winning Specific Plans, design guidelines, TOD/TOC plans, planning, streetscape design, landscape architecture and design, master planning, and bikeways/greenways design. We are also committed to public engagement events that allow residents and key stakeholders to shape the transformation and improvements of their neighborhoods through economic development in commercial areas, mixed-use and multi-modal access.

Our team is familiar with Paramount and surrounding areas due to our work on the **West Santa Ana Branch Transit Corridor Station Area and Vision Plan** and the **North Paramount Gateway Specific Plan** for the City of Paramount. In addition to our specific plans, our team offers the following experience providing guidelines and standards solutions for other public agencies and commercial corridors:

- ***The Los Angeles Countywide Objective Design Standards***
- ***The County of Los Angeles Transit Oriented District Design Guidelines***
- ***Exposition Corridor Transit Neighborhood Plans (Expo TNP) and Five Streetscape Plans***

Under the leadership of Project Manager Orlando Gonzalez, a Senior Associate and Senior Planner of the firm, Gruen delivered the approved and recently-adopted **North Paramount Gateway Specific Plan**, informed by the **Eco-Rapid Vision Study** he delivered for Paramount, and is completing a **Specific Plan for the City of Simi Valley** and updates to **Long Beach's Downtown Plan for conversion to a Specific Plan**. Orlando was also the Project Manager on the recently completed, approved and **APA-award-winning City of Chino Downtown Civic Center Master Plan**.

UNDERSTANDING THE PROJECT AND APPROACH

The City of Paramount requested a proposal from Gruen Associates to develop design guidelines for the Central Business District and other commercially zoned properties in the C-3 zone and C-M zones of the City. The design guidelines will primarily address aesthetics and will evaluate and update where appropriate per the Central District Architecture Guidelines prepared in 1984. They will also provide new guidelines such as those that address the relationship of buildings to the arterial streets including buildings that "frame" the streetscape creating a vibrant, attractive pedestrian environment and a sense of place.

Gruen Associates reviewed the City's land use map, the Central District Architecture Guidelines and the streetscape character of Paramount Boulevard and Alondra Boulevard. Paramount Boulevard's recently constructed, attractive streetscape depicts a "Boulevard of Gardens" and integrating the private property along the streetscape will be critical. Keeping in mind the intent of the guidelines outlined in the RFP, Gruen Associates' approach will be to work collaboratively with City staff from the beginning to understand and address the following:

- An efficient and inclusive outreach process.
- The text and graphic portions of the current design guidelines that are appropriate today, guidelines to be updated, and new guidelines needed.
- Existing and unique streetscape and active transportation character envisioned for the arterials adjacent to commercially zoned properties.
- Connectivity from the public to the private realm.
- If the 1980's clay tiles, tile roofs, masonry plasters, rustic wood plaster and glass with overhangs should remain as the dominant style, or if more diverse architectural treatment and material opportunities should be provided.
- The City's current and planned project and design review approval process.

Through an understanding of the City's goals and the community/business outreach, Gruen Associates will prepare a draft and final graphically-rich design guidelines document that combines concise text, diagrams, maps, relevant sketches from the current document, new design guidelines, 2D and 3D drawings, and an example photo illustrating the guidelines.

SCOPE OF SERVICE

Gruen is flexible and will work with the City of Paramount to develop a refined scope of work and schedule as necessary.

TASK 1.0 – Project Coordination, Research and Outreach

TASK 1.1 - Project Coordination Kick-Off Meeting

Gruen Associates will participate in a kickoff meeting arranged by the City. The goals of the kickoff meeting are as follows:

- Meet with representatives from the City of Paramount staff, as determined by the client.
- Discuss City's goals and objectives for the project and City's guiding principles.
- Review the preliminary scope of work and schedule, and key issues to be addressed.
- Discuss roles and responsibilities.
- Obtain City staff reports, existing conditions data and information relevant for the project.
- Discuss Preliminary Outreach Plan activities and schedule.
- Establish invoicing requirements.
- Schedule a standing date and time for monthly check-in meetings.

Check-in Meetings

Gruen Associates will work with the City to establish a standing date and time for monthly check-in meetings. The scope assumes up to (4) meetings. These meetings can be held via conference call and/or Gruen's Zoom or Teams meetings capabilities. The Gruen Project Manager will provide an update on current tasks and activities and discuss other issues with the City's project manager and other participants as appropriate.

Monthly Invoices

Gruen will submit monthly invoices and brief progress reports to the City for review and payment.

TASK 1.2 Research

Gruen will review the staff reports, zoning standards/land-use for C-3 and CM zones, other existing condition data, current commercial design guidelines, and other information provided by the City at the Kickoff meeting or before.

On the same day as the kickoff meeting, Gruen Associates staff will visit the downtown commercial area and take site photos. City staff are welcome to visit the site with Gruen Associates to help identify issues to address in the design guidelines.

Gruen's staff will spend up to one day identifying and reviewing recent designs guidelines and standards as precedent for the city of Paramount commercial guidelines.

TASK 1.3 Outreach

The Outreach Plan formulation will be a collaborative process involving Gruen Associates and City staff at the kickoff meeting plus an additional follow up phone call. It will be a focused outreach action plan for the City that effectively captures feedback on project goals and key design issues.

Once the Outreach Plan is established, Gruen Associates will be responsible for facilitating community workshops/meetings and preparing graphic materials such as PowerPoints or boards for the workshops. Gruen Associates will also provide material to be placed by City staff on the City's website. It is envisioned that City staff will be responsible for identifying key stakeholders from local businesses and others in the community, sending out invitations to meetings/workshops, advertisements, arranging venues, and providing input from City public officials and staff.

This proposal assumes two in-person workshops, one to understand information that needs to be addressed and modified in the current commercial design guidelines and another to review draft recommendations. Also, included is up to a half day of interviews with business interests or virtual meetings with representatives such as members of the Design Review Board, the Chamber of Commerce, developers and others. Gruen Associates is flexible to adjust this assumed program and address the City needs within the budget established for this task.

Deliverables

- Kick off meeting with City staff.
- Monthly check-in meeting to discuss project status (4 virtual meetings).
- Site photos
- List of precedent design guidelines.
- Community Workshops (2)
- Business outreach virtual meeting (1) or DRB meeting (1).
- Workshop materials, sign in sheet, agendas, presentations, meeting minutes, one page marketing fact sheet and noticing flyers for workshops for City to post on website and in other locations.

TASK 2.0 Draft Design Guidelines

Gruen Associates recently completed the Los Angeles Countywide Objective Design Standards, the County of Los Angeles Transit Oriented District Design Guidelines, and guidelines and standards for several specific plans. These guidelines/standards help property owners, residents, businesses, and agencies to understand the intent and rationale behind the standards and include not only building/site design on private property but also guidelines to promote an active environment of walking, cycling

and the use of transit. Guidelines/standards are organized into major topic categories. Gruen envisions using a similar approach for the City of Paramount.

As mentioned in our approach, Gruen Associates will start with the current City of Paramount Central Business District Architectural Guidelines which include over 25 different categories and were prepared in 1984. Among these categories are site access, parking and landscape of parking lots, setbacks, site planning, landmarks, parks, scenery, trash receptacles, street furniture, paving, colors, materials, forms, properties, uniformity, landscaping lighting, rear facades, site entries, security of buildings, signs, and service areas. Gruen will also ensure consistency with the City's Public Art Master Plan and the Central District Sign Guidelines by integrating the appropriate references to those documents within the major topics of the Commercial Design Guidelines outlined below. Additionally, Gruen will provide limited content in the form of precedent image examples in support of the Public Art Master Plan and the Central District Sign Guidelines.

Gruen Associates will work with the City to determine the topics for the Design Guidelines and suggests that topics will be consolidated into several larger categories with subcategories for many of the topics mentioned in the 1984 design guidelines. A preliminary outline for the updated commercial design guidelines includes the major topics suggested:

- 1. Cover**
- 2. Table of Contents**
- 3. Introduction** - Including the design guidelines purpose, the City's land maps showing the C- 3 & C-M areas applicable to the design guidelines, a brief summary and tables of key development standards in the zones such as setbacks, height, floor area ratio, parking, signage, trash enclosures, etc., and a brief illustrated summary of the character of commercial zones and adjoining arterial streetscape.
- 4. Draft Design Guidelines by Suggested Topics**
 - a. Relationship to the Arterial Streets
 - i. Site & building access
 - ii. Treatment of front setbacks along the street
 - iii. Streetwall height and location relative to the sidewalk
 - iv. Entries and landscape treatment along the street
 - v. Parking lot locations
 - vi. Drop off and pick up locations
 - b. Building Design and Articulation
 - i. Building height
 - ii. Ground floor treatment along the street to activate the area
 - iii. Corner treatment
 - iv. Massing/form/scale/stepbacks of the façades
 - v. Materials
 - vi. Energy efficiency & sustainability
 - vii. Transitions to other adjoining properties
 - viii. Parking garage design
 - c. Landscape & Screening
 - i. Parking lots
 - ii. Trash enclosures
 - iii. Open space
 - d. Special Community Elements & Lighting
 - i. Landmarks
 - ii. Wayfinding signage and entry
 - iii. Lighting
 - iv. Street furniture

- v. Connectivity and paving of internal pathways
- vi. Electric charging locations

Commercial design guidelines will consist of photos from built projects, sketches, and plan-level and 3D drawings illustrating guidelines with brief text and notations. The design guidelines will be concise, easy to follow, and will provide the city with a flexible roadmap to follow for improving the design quality. In some instances, objective design standards will be provided such as adjacencies to arterial streets. It is not anticipated that the design guidelines will modify the current C-3 and C-M zone standards but build upon these and show how the setback areas may be utilized to enhance the quality of the pedestrian environment.

The illustrations for the relationship to the street will include up to a total of 10 typical cross sections along Paramount Boulevard, Alondra Boulevard, Somerset Boulevard and Garfield Boulevard depicting the relationship of the building to the sidewalks, landscaping, and setback areas. Up to 20 new illustrations will be prepared for the design guidelines. Up to two illustrations will address mixed-use in the commercial area. It is assumed that the City will provide input for the streamlined review process.

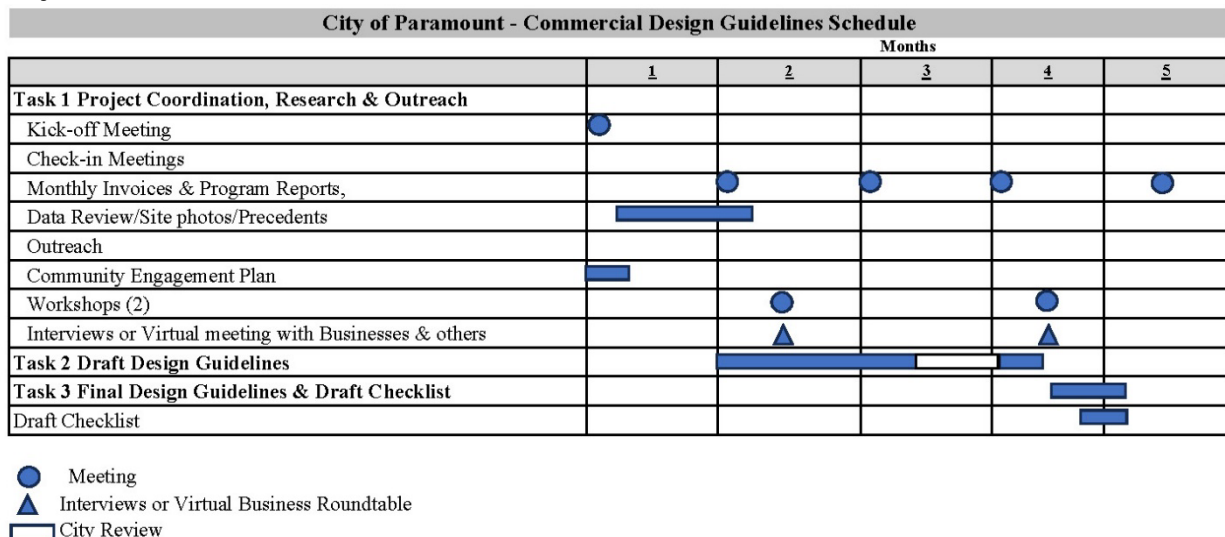
TASK 3.0 Final Design Guidelines

Once the Design Guidelines are prepared by Gruen and reviewed by City staff and one round of changes made in Task 2, the Draft Design Guidelines will be reviewed in a community workshop and a virtual meeting by stakeholders as described in Task 1.0. Comments reviewed from the community workshops and those attending the virtual workshops and additional City comments will be incorporated into the Final Design Guidelines. It is assumed the any hearings or additional workshop meetings will be the responsibility of City staff.

Deliverables

- Final Design Guidelines.
- Sample "Design Review Checklist".
- Ten (10) copies of the Commercial Design Guidelines.
- One (1) electronic copy of final project files in both Microsoft and Adobe PDF Format.
- One (1) flash drive or other storage device containing all images and electronic files of the project.

Project Schedule



Project Fee Estimate

City of Paramount - Design Guidelines Update- Fee Estimate						
	Larry Schlossberg, Partner in Charge - 302.87	Orlando Gonzales, Project Manager Sr. Planner - 145.37	Abraham Shepard Sr., Planner - 181.72	Dean Bowen, Director of Landscape Architecture - 201.41	Jr. Planner/ Landscape Design - 121.15	Total Fee for Tasks 1,2,3
Task 1 Project Coordination, Research & Outreach						
Task 1.1- Project Coordination						
Kick off meeting	2	4	2			
Check-in Meeting		8				
Monthly Invoices	2	8				
Task 1.2 Research-Review City Data/Site photos/Precedents		16	16		30	
Task 1.3 Outreach						
Community Engagement Plan		8				
Community Workshops (2)		16	8		8	
Virtual meetings with stakeholders		8				
Task 1 Subtotal hours	4	68	26	0	38	\$ 20,425.06
Task 2 Draft Design Guidelines	8	80	70	24	120	\$ 46,144.80
Task 3 Final Design Guidelines & Draft Checklist	4	10	24	4	36	\$ 12,193.50
Total Hours for Tasks 1,2,3	16	158	120	28	194	
Fee Subtotal	\$ 4,845.92	\$ 22,968.46	\$ 21,806.40	\$ 5,639.48	\$ 23,503.10	\$ 78,763.36
Expenses -printing, mileage, other						\$ 1,236.64
Grand Total						\$ 80,000.00

The above Table outlines Gruen Associates detailed budget for the project with the anticipated hours by staff. Gruen Associates will not exceed \$80,000 total budget for the project without written approval from the city. The Total for each task is as follows:

Task 1 -	\$20,425
Task 2	\$46,145
Task 3	\$12,194
Expenses such as printing, mileage, meetings & equipment	\$1,263

Gruen Associates may shift unused budget total amounts to other tasks if needed and staff hours for estimates by task and the actual hours per tasks may vary.
Gruen Associates will invoice monthly at percent complete of each task.

We trust that this is understandable to you and consistent with your thinking. We are very interested in providing services for the project. As such, we would be happy to meet with you to further discuss our working relationship.

As a Partner of the firm, I, **Larry Schlossberg, AIA, AICP, LEED AP BD+C** am authorized to sign and obligate Gruen to perform the commitments included in our proposal.

If you have any questions or if you require any additional information, please feel free to contact me at 323.937.4270, x301 or you can e-mail me at schlossberg@gruenassociates.com. In addition, I encourage you to also contact Orlando at 323.937.4270, x300 or gonzalez@gruenassociates.com, as he will be the Project Manager and Senior Urban Designer for the project. We are both located at 6330 San Vicente Boulevard, Suite 200 / Los Angeles, CA 90048.

Respectfully submitted,
GRUENASSOCIATES



Larry Schlossberg, AIA, AICP, LEED AP BD+C
Partner

cc: Orlando Gonzalez, Senior Associate, Project Manager

DECEMBER 12, 2023

AWARD OF CONTRACT

DEMOLITION SERVICES AT 16305 HUNSAKER AVENUE

MOTION IN ORDER:

AWARD THE CONTRACT FOR DEMOLITION SERVICES OF 16305 HUNSAKER AVENUE TO RESOURCE ENVIRONMENTAL, INC. IN THE AMOUNT OF \$79,700.00 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: John Carver, Planning Director
Sol Bejarano, Management Analyst
Date: December 12, 2023

Subject: AWARD OF CONTRACT FOR DEMOLITION SERVICES AT 16305 HUNSAKER AVENUE

BACKGROUND

In 2019, the City acquired the property at 16305 Hunsaker Avenue with the Low-to-Moderate Income Housing Fund to redevelop the property with low-density affordable housing of high quality. The property is 7,840 square feet and consists of two detached structures. The first structure measures 1,642 square feet, and the second structure measures 814 square feet. The property has been poorly maintained and has a long history of numerous code violations over the years. While the property is now vacant and unattended, it is a nuisance.

On November 14, 2023, Council adopted Ordinance No. 1176/Zone Change No. 246, which amended the Zoning Map from R-2 (Medium Density Residential) to PD-PS (Planned Development with Performance Standards)/Single-Family Residential at 16305 Hunsaker Avenue. Pending City Council review and approval of a Development and Disposition Agreement at a later date, staff will be proposing to partner with a qualified nonprofit organization to develop the property.

This item is a request to award the contract to carry out the necessary demolition of two severely dilapidated structures at 16305 Hunsaker Avenue to Resources Environmental, Inc.

DISCUSSION

To avoid any unwanted vagrancy and to preserve the immediate safety and quality of life of the residential neighborhood, a request for demolition services for the structures at 16305 Hunsaker Avenue was solicited from licensed demolition contractors to perform the demolition services.

On Thursday November 2, 2023, the City published the Notice Inviting Sealed Bids in the Paramount Journal.

On Tuesday November 14, 2023, the City Engineer opened and examined the bids for demolition services at 16305 Hunsaker Avenue. The bids were opened at 11:00 a.m. at the City Council Chamber.

Three (3) bids were received; however, only two (2) bids were found to be responsive as one bid submittal was incomplete. Therefore, the lowest responsible and responsive bid was submitted by Resource Environmental, Inc. in the amount of \$79,700 and the contract is attached as Exhibit A.

The following is a breakdown of the estimated total project costs:

Project:	\$79,700
Contingency (10%):	<u>\$ 7,970</u>
Total:	\$87,680

FISCAL IMPACT

At the November 2, 2023 adjourned meeting, the City Council approved a budget of \$100,000.00 in the General Fund reserve for Demolition – 16305 Hunsaker Ave, which is funded from the balance of the ARPA money. Therefore, there is no fiscal impact.

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 Outcome No.1: Safe Community.

RECOMMENDED ACTION

It is recommended that the City Council award the contract for the demolition services of 16305 Hunsaker Avenue to Resource Environmental, Inc. in the amount of \$79,700.00, and authorize the Mayor or her designee to execute the agreement.

EXHIBIT A

JOB NAME: DEMOLITION SERVICES OF 16305 HUNSAKER AVENUE

BID DATE: November 14, 2023

BID TIME: 11:00 AM

	<u>Company Name</u>	<u>Company Address</u>	<u>Bid Amount</u>
1.	Victorious	La Mirada, CA 90638	\$61,000
2.	Resource Environmental, Inc.	Cerritos, CA 90703	\$79,700
3.	Integrated Demolition and Remediation Inc.	Anaheim, CA 92807	\$97,500

EXHIBIT A

CITY OF PARAMOUNT
CONTRACT AGREEMENT
FOR

DEMOLITION SERVICES OF
16305 HUNSAKER AVENUE
PARAMOUNT, CA 90723

PROJECT NO. _____

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

WITNESSETH that AGENCY and Contractor have mutually agreed as follows:

ARTICLE I

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

ARTICLE II

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

ARTICLE III

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

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

ARTICLE IV

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

ARTICLE V

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

ARTICLE VI

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

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

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

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

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

ARTICLE VII

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

ARTICLE VIII

DELETED

ARTICLE IX

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

ARTICLE X

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

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

Contractor: _____
(Signature)

Name and Title (Printed) _____

Contractor's License No. _____

Agency Business License No. _____

Federal Tax Identification No. _____

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

AGENCY: _____
Mayor of the City of Paramount

Attested: _____
City Clerk of the City of Paramount

Date _____

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

Date _____

FAITHFUL PERFORMANCE BOND
FOR

DEMOLITION SERVICES OF
16305 HUNSAKER AVENUE
PARAMOUNT, CA 90723
PROJECT NO. _____

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

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

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

Dated: _____

BIDDER: Name: _____

Address: _____

By: _____
(Signature)

Type Name and Title _____

SURETY: Name: _____

Address: _____

By: _____
(Signature)

Type Name and Title: _____

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

MATERIAL AND LABOR BOND
FOR

DEMOLITION SERVICES OF
16305 HUNSAKER AVENUE
PARAMOUNT, CA 90723
PROJECT NO. _____

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

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

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

Dated: _____

BIDDER: Name: _____

Address: _____

By: _____
(Signature)

Type Name and Title _____

SURETY: Name: _____

Address: _____

By: _____
(Signature)

Type Name and Title: _____

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

DECEMBER 12, 2023

AGREEMENT WITH FLOCK GROUP, INC. FOR FLOCK SAFETY
LICENSE PLATE RECOGNITION SYSTEM

MOTION IN ORDER:

1) AMEND THE FISCAL YEAR 2023-24 BUDGET APPROPRIATION FOR THE FLOCK SAFETY CAMERA SYSTEM TO INCLUDE SIX ADDITIONAL CAMERAS AND APPROPRIATE \$15,400 FROM THE GENERAL FUND ARPA RESERVE; AND 2) APPROVE THE AGREEMENT WITH FLOCK GROUP, INC. FOR FLOCK SAFETY LICENSE PLATE RECOGNITION (LPR) SYSTEM FOR A FIVE-YEAR TERM IN A TOTAL AMOUNT NOT TO EXCEED \$266,400.00 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: Margarita Matson, Public Safety Director
Date: December 12, 2023

**Subject: AGREEMENT WITH FLOCK GROUP, INC. FOR FLOCK SAFETY
LICENSE PLATE RECOGNITION SYSTEM**

BACKGROUND

During the Special Meeting of the City Council on Thursday, November 2, 2023, the City Council discussed the prospective use of additional fixed License Plate Recognition (LPR) camera technology. This staff report proposes amending the contract with Flock Group, Inc. to deploy six more fixed LPR cameras in addition to the 14 existing units already in place.

License Plate Recognition (LPR) technology uses a combination of cameras and computer software to scan the license plates of passing vehicles. The cameras, which can be fixed (e.g., mounted on road signs or traffic lights) or mobile (i.e., mounted on a vehicle), capture computer-readable images that allow law enforcement to compare plate numbers against plates of known stolen vehicles or vehicles associated with individuals wanted on criminal charges. When a match is found, a real-time alert is generated, notifying police of the location where the image of the stolen or wanted vehicle was captured. Investigators can also use LPR data to identify and locate vehicles associated with the commission of a crime.

The City of Paramount has utilized mobile LPR technology through the Los Angeles County Sheriff's Department vehicles. The limitations of the mobile LPR units are that the alerts and data collection can only occur when a deputy is operating the vehicle, and the data generated is limited to the specific route and distance that is traveled by that patrol vehicle. In 2021, the City of Paramount installed 10 fixed LPR cameras at high-traffic intersections to help overcome these limitations. This deployment strategy proved to be effective, and in 2022, the City added four additional fixed LPR. During the day, Flock Safety cameras operate similarly to regular security cameras. They capture still images of vehicle license plates, and process information like license plate numbers vehicle makes, and vehicle models. At night, the cameras use infrared technology to capture images. The cameras are solar-powered and use cellular networks to communicate with law enforcement officials.

DISCUSSION

The addition of six fixed LPR cameras to the City's Flock Safety Camera program provides the City with a cost-effective force multiplier that helps direct deputies to where crimes are occurring and provides invaluable investigative leads following criminal activity. Designated LPR technology is also widely used by many local police agencies to locate stolen vehicles and solve crimes in which a vehicle was used. Over time, the quality and accuracy of LPR technology has continued to evolve and become more effective and affordable.

The City's current agreement with Flock Group, Inc. will expire on December 31, 2023. The proposed new five-year agreement with Flock Group, Inc. includes the installation and maintenance of six additional LPR cameras and the maintenance of 14 existing cameras at locations identified by the Los Angeles County Sheriff's Department. It also requires Flock Group, Inc. to provide the Sheriff's Department with searchable access to its LPR data and the storage of that data for 30 days. The Sheriff's Department has a privacy policy and field operations directive that has established basic procedural guidelines and responsibilities for personnel and units utilizing the LPR system.

This contract is for the installation and use—not the purchase of LPR cameras. Flock Group, Inc. will complete the installation and set-up of the cameras and will be the equipment owner. The solar-powered cameras transmit data via a wireless cell signal, requiring no utility connection. Flock Group, Inc. will maintain or replace the cameras as needed.

City staff reviewed the marketplace for this technology and received uniformly positive feedback from numerous other local government agencies regarding their experiences with the quality and reliability of the LPR systems supplied by Flock Group, Inc. Therefore, staff recommend continuing the service agreement with Flock Safety.

FISCAL IMPACT

Funding for the ALPR program is included in the FY 2023-24 Adopted Budget in the amount of \$38,500 for the 14 existing cameras under the Sworn Services Division (111-3121-5167). The implementation of six new additional cameras will cost an additional \$15,400, including installation and setup, which will encompass the remainder of FY 2023-24. As approved at the November 2nd Special Meeting of the City Council, the funding will be provided through the remaining ARPA money that is reserved in the General Fund for community priorities. For subsequent years, the General Fund will cover the costs, projected to be \$52,500 annually, which includes camera access, data storage, and the LPR database. Damaged cameras will be replaced as needed and underutilized units will be relocated by Flock Group, Inc. at a cost ranging from \$350 - \$500 per camera, with an annual contingency cost not expected to exceed \$2,500. Funding for subsequent years of the contract will come from the General Fund balance through the annual appropriation of funds through the annual budget process. The contract with Flock Group, Inc. is included as Attachment A.

VISION, MISSION, VALUES, AND STRATEGIC OUTCOMES

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

RECOMMENDED ACTION

It is recommended that the City Council: 1) Amend the Fiscal Year 2023-24 Budget Appropriation for the Flock Safety Camera System to include six additional cameras and appropriate \$15,400 from the General Fund ARPA reserve; and 2) approve the agreement with Flock Group, Inc. for Flock Safety License Plate Recognition (LPR) system for a five-year term in a total amount not to exceed \$266,400.00 and authorize the mayor or her designee to execute the agreement.

[HTTPS://PARAMOUNTCITY1957.SHAREPOINT.COM/SITES/PUBLICSAFETY/MANAGMENT/WP/COUNCIL REPORTS/AGREEMENT WITH FLOCK GROUP, INC. REPORT 12.12.23.DOCX](https://PARAMOUNTCITY1957.SHAREPOINT.COM/SITES/PUBLICSAFETY/MANAGMENT/WP/COUNCIL%20REPORTS/AGREEMENT%20WITH%20FLOCK%20GROUP,%20INC.%20REPORT%2012.12.23.DOCX)

ATTACHMENT A

Flock Safety + CA - City of Paramount

Flock Group Inc.
1170 Howell Mill Rd, Suite 210
Atlanta, GA 30318

MAIN CONTACT:
Tonia Crump
tonia@flocksafety.com
4049329942

flock safety

Company Overview

At Flock Safety, technology unites law enforcement and the communities they serve to eliminate crime and shape a safer future, together. We created the first public safety operating system to enable neighborhoods, schools, businesses, and law enforcement to work together to collect visual, audio, and situational evidence across an entire city to solve and prevent crime.

Our connected platform, comprised of License Plate Recognition (LPR), live video, audio detection, and a suite of integrations (AVL, CAD & more), alerts law enforcement when an incident occurs and turns unbiased data into objective answers that increase case clearance, maximize resources, and reduce crime -- all without compromising transparency or human privacy.

Join thousands of agencies reducing crime with Flock Safety's public safety operating system

2000+	120	1B+	<60%*
communities with private-public partnerships	incident alerts / minute	1B+ vehicles detected / month	<60% local crime reduction in Flock cities

*According to a 2019 study conducted by Cobb County Police Department

Introduction

Layer Intelligence to Solve More Crime

The pathway to a safer future looks different for every community. As such, this proposal presents a combination of products that specifically addresses your public safety needs, geographical layout, sworn officer count, and budget. These components make up your custom public safety operating system, a connected device network and software platform designed to transform real-time data into a panoramic view of your jurisdiction and help you zero in on the leads that solve more cases, prevent future crimes, and foster trust in the communities you serve.

Software Platform

Flock Safety's out-of-box software platform collects and makes sense of visual, audio, and situational evidence across your entire network of devices.

Out-of-Box Software Features

Simplified Search	<p>Get a complete view of all activity tied to one vehicle in your network of privately and publicly owned cameras. The user-friendly search experience allows officers to filter hours of footage in seconds based on time, location, and detailed vehicle criteria using patented Vehicle Fingerprint™ technology. Search filters include:</p> <ul style="list-style-type: none"> • Vehicle make • Body type • Color • License plates <ul style="list-style-type: none"> ○ Partial tags ○ Missing tags ○ Temporary tags ○ State recognition • Decals • Bumper stickers • Back racks • Top racks
National and Local Sharing	<p>Access 1B+ additional plate reads each month without purchasing more cameras. Solve cross-jurisdiction crimes by opting into Flock Safety's sharing networks, including one-to-one, national, and statewide search networks. Users can also receive alerts from several external LPR databases:</p> <p><i>California SVS</i> <i>FDLE</i> <i>FL Expired Licenses</i> <i>FL Expired Tags</i> <i>FL Sanctioned Drivers</i> <i>FL Sex Offenders</i> <i>Georgia DOR</i> <i>IL SOS</i> <i>Illinois Leads</i> <i>NCIC</i> <i>NCMEC Amber Alert</i> <i>REJIS</i> <i>CCIC</i> <i>FBI</i></p>
Real-time Alerts	<p>Receive SMS, email, and in-app notifications for custom Hot Lists, NCIC wanted lists, AMBER alerts, Silver alerts, Vehicle Fingerprint matches, and more.</p>
Interactive ESRI Map	<p>View your AVL, CAD, traffic, and LPR alerts alongside live on-scene video from a single interactive map for a birdseye view of activity in your jurisdiction.</p>
Vehicle Location Analysis	<p>Visualize sequential Hot List alerts and the direction of travel to guide officers to find suspect vehicles faster.</p>

Out-of-Box Software Features (Continued)

Transparency Portal	Establish community trust with a public-facing dashboard that shares policies, usage, and public safety outcomes related to your policing technology.
Insights Dashboard	Access at-a-glance reporting to easily prove ROI, discover crime and traffic patterns and prioritize changes to your public safety strategy by using data to determine the most significant impact.
Native MDT Application	Download FlockOS to your MDTs to ensure officers never miss a Hot List alert while out on patrol.
Hot List Attachments	Attach relevant information to Custom Hot List alerts. Give simple, digestible context to Dispatchers and Patrol Officers responding to Hot List alerts so they can act confidently and drive better outcomes. When you create a custom Hot List Alert, add case notes, photos, reports, and other relevant case information.
Single Sign On (SSO)	Increase your login speed and information security with Okta or Azure Single Sign On (SSO). Quickly access critical information you need to do your job by eliminating the need for password resets and steps in the log-in process.

License Plate Recognition

The Flock Safety Falcon® LPR camera uses Vehicle Fingerprint™ technology to transform hours of footage into actionable evidence, even when a license plate isn't visible, and sends Hot List alerts to law enforcement users when a suspect vehicle is detected. The Falcon has fixed and location-flexible deployment options with 30% more accurate reads than leading LPR.*

*Results from the 2019 side-by-side comparison test conducted by LA County Sheriff's Department

Flock Safety Falcon® LPR Camera	Flock Safety Falcon® Flex	Flock Safety Falcon® LR
<p>Fixed, infrastructure-free LPR camera designed for permanent placement.</p> <p>✓ 1 Standard LPR Camera</p> <p>✓ Unlimited LTE data service + Flock OS platform licenses</p> <p>✓ 1 DOT breakaway pole</p> <p>✓ Dual solar panels</p> <p>✓ Permitting, installation, and ongoing maintenance</p>	<p>Location-flexible LPR camera designed for fast, easy self-installation, which is ideal for your ever-changing investigative needs.</p> <p>✓ 1 LPR Camera</p> <p>✓ Unlimited LTE data service + software licenses</p> <p>✓ 1 portable mount with varying-sized band clamps</p> <p>✓ 1 Charger for internal battery</p> <p>✓ 1 hardshell carrying case</p>	<p>Long-range, high-speed LPR camera that captures license plates and Vehicle Fingerprint data for increasing investigative leads on high-volume roadways like highways and interstates.</p> <p>✓ 1 Long-Range LPR Camera</p> <p>✓ Computing device in protective poly case</p> <p>✓ AC Power</p> <p>✓ Permitting, installation, and ongoing maintenance</p>

Your Flock Safety Team

Flock Safety is more than a technology vendor; we are a partner in your mission to build a safer future. We work with thousands of law enforcement agencies across the US to build stronger, safer communities that celebrate the hard work of those who serve and protect. We don't disappear after contracts are signed; we pride ourselves on becoming an extension of your hard-working team as part of our subscription service.

Implementation	Meet with a Solutions Consultant (former LEO) to build a deployment plan based on your needs. Our Permitting Team and Installation Technicians will work to get your device network approved, installed, and activated.
User Training + Support	Your designated Customer Success Manager will help train your power users and ensure you maximize the platform, while our customer support team will assist with needs as they arise.
Maintenance	<p>We proactively monitor the health of your device network. If we detect that a device is offline, a full-time technician will service your device for no extra charge.</p> <p><i>Note: Ongoing maintenance does not apply to Falcon Flex devices.</i></p>
Public Relations	<p>Government Affairs</p> <p>Get support educating your stakeholders, including city councils and other governing bodies.</p> <p>Media Relations</p> <p>Share crimes solved in the local media with the help of our Public Relations team.</p>



EXHIBIT A
ORDER FORM

Customer: CA - City of Paramount
Legal Entity Name: CA - City of Paramount
Accounts Payable Email: mmatson@paramountcity.com
Address: 16400 Colorado Ave Paramount, California
90723

Initial Term: 60 Months
Renewal Term: 24 Months
Payment Terms: Net 30
Billing Frequency: Annual Plan - First Year Invoiced at Signing.
Retention Period: 30 Days

Hardware and Software Products

Annual recurring amounts over subscription term

Item	Cost	Quantity	Total
Flock Safety Platform			\$50,000.00
Flock Safety Flock OS			
FlockOS ™	Included	1	Included
Flock Safety LPR Products			
Flock Safety Falcon ®	Included	20	Included

Professional Services and One Time Purchases

Item	Cost	Quantity	Total
One Time Fees			
Flock Safety Professional Services			
Professional Services - Standard Implementation Fee	\$650.00	6	\$3,900.00

Subtotal Year 1:	\$53,900.00
Annual Recurring Subtotal:	\$50,000.00
Discounts:	\$50,000.00
Estimated Tax:	\$0.00
Contract Total:	\$253,900.00

Billing Schedule

Billing Schedule	Amount (USD)
Year 1	
At Contract Signing	\$53,900.00
Annual Recurring after Year 1	\$50,000.00
Contract Total	\$253,900.00

*Tax not included

Discounts

Discounts Applied	Amount (USD)
Flock Safety Platform	\$50,000.00
Flock Safety Add-ons	\$0.00
Flock Safety Professional Services	\$0.00

Product and Services Description

Flock Safety Platform Items	Product Description	Terms
Flock Safety Falcon ®	An infrastructure-free license plate reader camera that utilizes Vehicle Fingerprint® technology to capture vehicular attributes.	The Term shall commence upon first installation and validation of Flock Hardware.
One-Time Fees	Service Description	
Installation on existing infrastructure	One-time Professional Services engagement. Includes site & safety assessment, camera setup & testing, and shipping & handling in accordance with the Flock Safety Advanced Implementation Service Brief.	
Professional Services - Standard Implementation Fee	One-time Professional Services engagement. Includes site and safety assessment, camera setup and testing, and shipping and handling in accordance with the Flock Safety Standard Implementation Service Brief.	
Professional Services - Advanced Implementation Fee	One-time Professional Services engagement. Includes site & safety assessment, camera setup & testing, and shipping & handling in accordance with the Flock Safety Advanced Implementation Service Brief.	

FlockOS Features & Description

Package: Essentials

FlockOS Features	Description
Community Cameras (Full Access)	Access to all privately owned Flock devices within your jurisdiction that have been shared with you.
Unlimited Users	Unlimited users for FlockOS
State Network (LP Lookup Only)	Allows agencies to look up license plates on all cameras opted in to the statewide Flock network.
Nationwide Network (LP Lookup Only)	Allows agencies to look up license plates on all cameras opted in to the nationwide Flock network.
Direct Share - Surrounding Jurisdiction (Full Access)	Access to all Flock devices owned by law enforcement that have been directly shared with you. Have ability to search by vehicle fingerprint, receive hot list alerts, and view devices on the map.
Time & Location Based Search	Search full, partial, and temporary plates by time at particular device locations
License Plate Lookup	Look up specific license plate location history captured on Flock devices
Vehicle Fingerprint Search	Search footage using Vehicle Fingerprint™ technology. Access vehicle type, make, color, license plate state, missing / covered plates, and other unique features like bumper stickers, decals, and roof racks.
Flock Insights/Analytics page	Reporting tool to help administrators manage their LPR program with device performance data, user and network audits, plate read reports, hot list alert reports, event logs, and outcome reports.
ESRI Based Map Interface	Flock Safety’s maps are powered by ESRI, which offers the ability for 3D visualization, viewing of floor plans, and layering of external GIS data, such as City infrastructure (i.e., public facilities, transit systems, utilities), Boundary mapping (i.e., precincts, county lines, beat maps), and Interior floor plans (i.e., hospitals, corporate campuses, universities)
Real-Time NCIC Alerts on Flock ALPR Cameras	Alert sent when a vehicle entered into the NCIC crime database passes by a Flock camera
Unlimited Custom Hot Lists	Ability to add a suspect’s license plate to a custom list and get alerted when it passes by a Flock camera

By executing this Order Form, Customer represents and warrants that it has read and agrees to all of the terms and conditions contained in the Master Services Agreement attached. The Parties have executed this Agreement as of the dates set forth below.

FLOCK GROUP, INC.

Customer: CA - City of Paramount

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____

Date: _____

Date: _____

PO Number: _____

Master Services Agreement

This Master Services Agreement (this “**Agreement**”) is entered into by and between Flock Group, Inc. with a place of business at 1170 Howell Mill Road NW Suite 210, Atlanta, GA 30318 (“**Flock**”) and the entity identified in the signature block (“**Customer**”) (each a “**Party**,” and together, the “**Parties**”) on this the 30 day of November 2023. This Agreement is effective on the date of mutual execution (“**Effective Date**”). Parties will sign an Order Form (“**Order Form**”) which will describe the Flock Services to be performed and the period for performance, attached hereto as **Exhibit A**. The Parties agree as follows:

RECITALS

WHEREAS, Flock offers a software and hardware situational awareness solution through Flock’s technology platform that upon detection is capable of capturing audio, video, image, and recording data and provide notifications to Customer (“**Notifications**”);

WHEREAS, Customer desires access to the Flock Services (defined below) on existing devices, provided by Customer, or Flock provided Flock Hardware (as defined below) in order to create, view, search and archive Footage and receive Notifications, via the Flock Services;

WHEREAS, Customer shall have access to the Footage in Flock Services. Pursuant to Flock’s standard Retention Period (defined below) Flock deletes all Footage on a rolling thirty (30) day basis, except as otherwise stated on the **Order Form**. Customer shall be responsible for extracting, downloading and archiving Footage from the Flock Services on its own storage devices; and

AGREEMENT

NOW, THEREFORE, Flock and Customer agree that this Agreement, and any Order Form, purchase orders, statements of work, product addenda, or the like, attached hereto as

exhibits and incorporated by reference, constitute the complete and exclusive statement of the Agreement of the Parties with respect to the subject matter of this Agreement, and replace and supersede all prior agreements, term sheets, purchase orders, correspondence, oral or written communications and negotiations by and between the Parties.

1. DEFINITIONS

Certain capitalized terms, not otherwise defined herein, have the meanings set forth or cross-referenced in this Section 1.

1.1 “**Anonymized Data**” means Customer Data permanently stripped of identifying details and any potential personally identifiable information, by commercially available standards which irreversibly alters data in such a way that a data subject (i.e., individual person or entity) can no longer be identified directly or indirectly.

1.2 “**Authorized End User(s)**” means any individual employees, agents, or contractors of Customer accessing or using the Services, under the rights granted to Customer pursuant to this Agreement.

1.3 “**Customer Data**” means the data, media and content provided by Customer through the Services. For the avoidance of doubt, the Customer Data will include the Footage.

1.4. “**Customer Hardware**” means the third-party camera owned or provided by Customer and any other physical elements that interact with the Embedded Software and the Web Interface to provide the Services.

1.5 “**Embedded Software**” means the Flock proprietary software and/or firmware integrated with or installed on the Flock Hardware or Customer Hardware.

1.6 “**Flock Hardware**” means the Flock device(s), which may include the pole, clamps, solar panel, installation components, and any other physical elements that interact with the Embedded Software and the Web Interface, to provide the Flock Services as specifically set forth in the applicable product addenda.

1.7 “**Flock IP**” means the Services, the Embedded Software, and any intellectual property or proprietary information therein or otherwise provided to Customer and/or its Authorized End Users. Flock IP does not include Footage (as defined below).

1.8 “**Flock Network End User(s)**” means any user of the Flock Services that Customer authorizes access to or receives data from, pursuant to the licenses granted herein.

1.9 “**Flock Services**” means the provision of Flock’s software and hardware situational awareness solution, via the Web Interface, for automatic license plate detection, alerts, audio detection, searching image records, video and sharing Footage.

1.10 “**Footage**” means still images, video, audio and other data captured by the Flock Hardware or Customer Hardware in the course of and provided via the Flock Services.

1.11 “**Hotlist(s)**” means a digital file containing alphanumeric license plate related information pertaining to vehicles of interest, which may include stolen vehicles, stolen vehicle license plates, vehicles owned or associated with wanted or missing person(s), vehicles suspected of being involved with criminal or terrorist activities, and other legitimate law enforcement purposes. Hotlist also includes, but is not limited to, national data (i.e., NCIC) for similar categories, license plates associated with AMBER Alerts or Missing Persons/Vulnerable Adult Alerts, and includes manually entered license plate information associated with crimes that have occurred in any local jurisdiction.

1.12 “**Installation Services**” means the services provided by Flock for installation of Flock Services.

1.13 “**Retention Period**” means the time period that the Customer Data is stored within the cloud storage, as specified in the product addenda.

1.14 “**Vehicle Fingerprint™**” means the unique vehicular attributes captured through Services such as: type, make, color, state registration, missing/covered plates, bumper stickers, decals, roof racks, and bike racks.

1.15 “**Web Interface**” means the website(s) or application(s) through which Customer and its Authorized End Users can access the Services.

2. SERVICES AND SUPPORT

2.1 Provision of Access. Flock hereby grants to Customer a non-exclusive, non-transferable right to access the features and functions of the Flock Services via the Web Interface during the Term, solely for the Authorized End Users. The Footage will be available for Authorized End Users to access and download via the Web Interface for the data retention time defined on the Order Form (“*Retention Period*”). Authorized End Users will be required to sign up for an account and select a password and username (“*User ID*”). Customer shall be responsible for all acts and omissions of Authorized End Users, and any act or omission by an Authorized End User which, including any acts or omissions of authorized End user which would constitute a breach of this agreement if undertaken by customer. Customer shall undertake reasonable efforts to make all Authorized End Users aware of all applicable provisions of this Agreement and shall cause Authorized End Users to comply with such provisions. Flock may use the services of one or more third parties to deliver any part of the Flock Services, (such as using a third party to host the Web Interface for cloud storage or a cell phone provider for wireless cellular coverage).

2.2 Embedded Software License. Flock grants Customer a limited, non-exclusive, non-transferable, non-sublicensable (except to the Authorized End Users), revocable right to use the Embedded Software as it pertains to Flock Services, solely as necessary for Customer to use the Flock Services.

2.3 Support Services. Flock shall monitor the Flock Services, and any applicable device health, in order to improve performance and functionality. Flock will use commercially reasonable efforts to respond to requests for support within seventy-two (72) hours. Flock will provide Customer with reasonable technical and on-site support and maintenance services in-person, via phone or by email at support@flocksafety.com (such services collectively referred to as “*Support Services*”).

2.4 Upgrades to Platform. Flock may make any upgrades to system or platform that it deems necessary or useful to (i) maintain or enhance the quality or delivery of Flock’s products or services to its agencies, the competitive strength of, or market for, Flock’s products or services, such platform or system’s cost efficiency or performance, or (ii) to comply with applicable law. Parties understand that such upgrades are necessary from time to time and will not diminish the quality of the services or materially change any terms or conditions within this Agreement.

2.5 Service Interruption. Services may be interrupted in the event that: (a) Flock's provision of the Services to Customer or any Authorized End User is prohibited by applicable law; (b) any third-party services required for Services are interrupted; (c) if Flock reasonably believe Services are being used for malicious, unlawful, or otherwise unauthorized use; (d) there is a threat or attack on any of the Flock IP by a third party; or (e) scheduled or emergency maintenance ("***Service Interruption***"). Flock will make commercially reasonable efforts to provide written notice of any Service Interruption to Customer, to provide updates, and to resume providing access to Flock Services as soon as reasonably possible after the event giving rise to the Service Interruption is cured. Flock will have no liability for any damage, liabilities, losses (including any loss of data or profits), or any other consequences that Customer or any Authorized End User may incur as a result of a Service Interruption. To the extent that the Service Interruption is not caused by Customer's direct actions or by the actions of parties associated with the Customer, the time will be tolled by the duration of the Service Interruption (for any continuous suspension lasting at least one full day). For example, in the event of a Service Interruption lasting five (5) continuous days, Customer will receive a credit for five (5) free days at the end of the Term.

2.6 Service Suspension. Flock may temporarily suspend Customer's and any Authorized End User's access to any portion or all of the Flock IP or Flock Service if (a) there is a threat or attack on any of the Flock IP by Customer; (b) Customer's or any Authorized End User's use of the Flock IP disrupts or poses a security risk to the Flock IP or any other customer or vendor of Flock; (c) Customer or any Authorized End User is/are using the Flock IP for fraudulent or illegal activities; (d) Customer has violated any term of this provision, including, but not limited to, utilizing Flock Services for anything other than the Permitted Purpose; or (e) any unauthorized access to Flock Services through Customer's account ("***Service Suspension***"). Customer shall not be entitled to any remedy for the Service Suspension period, including any reimbursement, tolling, or credit. If the Service Suspension was not caused by Customer, the Term will be tolled by the duration of the Service Suspension.

2.7 Hazardous Conditions. Flock Services do not contemplate hazardous materials, or other hazardous conditions, including, without limit, asbestos, lead, toxic or flammable substances. In the event any such hazardous materials are discovered in the designated locations in which Flock is to perform services under this Agreement, Flock shall have the right to cease work immediately.

3. CUSTOMER OBLIGATIONS

3.1 Customer Obligations. Flock will assist Customer Authorized End Users in the creation of a User ID. Authorized End Users agree to provide Flock with accurate, complete, and updated registration information. Authorized End Users may not select as their User ID, a name that they do not have the right to use, or any other name with the intent of impersonation. Customer and Authorized End Users may not transfer their account to anyone else without prior written permission of Flock. Authorized End Users shall not share their account username or password information and must protect the security of the username and password. Unless otherwise stated and defined in this Agreement, Customer shall not designate Authorized End Users for persons who are not officers, employees, or agents of Customer. Authorized End Users shall only use Customer-issued email addresses for the creation of their User ID. Customer is responsible for any Authorized End User activity associated with its account. Customer shall ensure that Customer provides Flock with up to date contact information at all times during the Term of this agreement. Customer shall be responsible for obtaining and maintaining any equipment and ancillary services needed to connect to, access or otherwise use the Flock Services. Customer shall (at its own expense) provide Flock with reasonable access and use of Customer facilities and Customer personnel in order to enable Flock to perform Services (such obligations of Customer are collectively defined as “*Customer Obligations*”).

3.2 Customer Representations and Warranties. Customer represents, covenants, and warrants that Customer shall use Flock Services only in compliance with this Agreement and all applicable laws and regulations, including but not limited to any laws relating to the recording or sharing of data, video, photo, or audio content.

4. DATA USE AND LICENSING

4.1 Customer Data. As between Flock and Customer, all right, title and interest in the Customer Data, belong to and are retained solely by Customer. Customer hereby grants to Flock a limited, non-exclusive, royalty-free, irrevocable, worldwide license to use the Customer Data and perform all acts as may be necessary for Flock to provide the Flock Services to Customer. Flock does not own and shall not sell Customer Data.

4.2 Customer Generated Data. Flock may provide Customer with the opportunity to post, upload, display, publish, distribute, transmit, broadcast, or otherwise make available, messages,

text, illustrations, files, images, graphics, photos, comments, sounds, music, videos, information, content, ratings, reviews, data, questions, suggestions, or other information or materials produced by Customer (“***Customer Generated Data***”). Customer shall retain whatever legally cognizable right, title, and interest in Customer Generated Data. Customer understands and acknowledges that Flock has no obligation to monitor or enforce Customer’s intellectual property rights of Customer Generated Data. Customer grants Flock a non-exclusive, irrevocable, worldwide, royalty-free, license to use the Customer Generated Data for the purpose of providing Flock Services. Flock does not own and shall not sell Customer Generated Data.

4.3 Anonymized Data. Flock shall have the right to collect, analyze, and anonymize Customer Data and Customer Generated Data to the extent such anonymization renders the data non-identifiable to create Anonymized Data to use and perform the Services and related systems and technologies, including the training of machine learning algorithms. Customer hereby grants Flock a non-exclusive, worldwide, perpetual, royalty-free right to use and distribute such Anonymized Data to improve and enhance the Services and for other development, diagnostic and corrective purposes, and other Flock offerings. Parties understand that the aforementioned license is required for continuity of Services. Flock does not own and shall not sell Anonymized Data.

5. CONFIDENTIALITY; DISCLOSURES

5.1 Confidentiality. To the extent required by any applicable public records requests, each Party (the “***Receiving Party***”) understands that the other Party (the “***Disclosing Party***”) has disclosed or may disclose business, technical or financial information relating to the Disclosing Party’s business (hereinafter referred to as “***Proprietary Information***” of the Disclosing Party). Proprietary Information of Flock includes non-public information regarding features, functionality and performance of the Services. Proprietary Information of Customer includes non-public data provided by Customer to Flock or collected by Flock via Flock Services, which includes but is not limited to geolocation information and environmental data collected by sensors. The Receiving Party agrees: (i) to take the same security precautions to protect against disclosure or unauthorized use of such Proprietary Information that the Party takes with its own proprietary information, but in no event less than commercially reasonable precautions, and (ii) not to use (except in performance of the Services or as otherwise permitted herein) or divulge to any third person any

such Proprietary Information. The Disclosing Party agrees that the foregoing shall not apply with respect to any information that the Receiving Party can document (a) is or becomes generally available to the public; or (b) was in its possession or known by it prior to receipt from the Disclosing Party; or (c) was rightfully disclosed to it without restriction by a third party; or (d) was independently developed without use of any Proprietary Information of the Disclosing Party. Nothing in this Agreement will prevent the Receiving Party from disclosing the Proprietary Information pursuant to any judicial or governmental order, provided that the Receiving Party gives the Disclosing Party reasonable prior notice of such disclosure to contest such order. At the termination of this Agreement, all Proprietary Information will be returned to the Disclosing Party, destroyed or erased (if recorded on an erasable storage medium), together with any copies thereof, when no longer needed for the purposes above, or upon request from the Disclosing Party, and in any case upon termination of the Agreement. Notwithstanding any termination, all confidentiality obligations of Proprietary Information that is trade secret shall continue in perpetuity or until such information is no longer trade secret.

5.2 Usage Restrictions on Flock IP. Flock and its licensors retain all right, title and interest in and to the Flock IP and its components, and Customer acknowledges that it neither owns nor acquires any additional rights in and to the foregoing not expressly granted by this Agreement. Customer further acknowledges that Flock retains the right to use the foregoing for any purpose in Flock's sole discretion. Customer and Authorized End Users shall not: (i) copy or duplicate any of the Flock IP; (ii) decompile, disassemble, reverse engineer, or otherwise attempt to obtain or perceive the source code from which any software component of any of the Flock IP is compiled or interpreted, or apply any other process or procedure to derive the source code of any software included in the Flock IP; (iii) attempt to modify, alter, tamper with or repair any of the Flock IP, or attempt to create any derivative product from any of the foregoing; (iv) interfere or attempt to interfere in any manner with the functionality or proper working of any of the Flock IP; (v) remove, obscure, or alter any notice of any intellectual property or proprietary right appearing on or contained within the Flock Services or Flock IP; (vi) use the Flock Services for anything other than the Permitted Purpose; or (vii) assign, sublicense, sell, resell, lease, rent, or otherwise transfer, convey, pledge as security, or otherwise encumber, Customer's rights. There are no implied rights.

5.3 Disclosure of Footage. Subject to and during the Retention Period, Flock may access, use, preserve and/or disclose the Footage to law enforcement authorities, government officials, and/or third parties, if legally required to do so or if Flock has a good faith belief that such access, use, preservation or disclosure is reasonably necessary to comply with a legal process, enforce this Agreement, or detect, prevent or otherwise address security, privacy, fraud or technical issues, or emergency situations.

6. PAYMENT OF FEES

6.1 Billing and Payment of Fees. Customer shall pay the fees set forth in the applicable Order Form based on the billing structure and payment terms as indicated in the Order Form. If Customer believes that Flock has billed Customer incorrectly, Customer must contact Flock no later than thirty (30) days after the closing date on the first invoice in which the error or problem appeared to receive an adjustment or credit. Customer acknowledges and agrees that a failure to contact Flock within this period will serve as a waiver of any claim. If any undisputed fee is more than thirty (30) days overdue, Flock may, without limiting its other rights and remedies, suspend delivery of its service until such undisputed invoice is paid in full. Flock shall provide at least thirty (30) days' prior written notice to Customer of the payment delinquency before exercising any suspension right.

6.2 Notice of Changes to Fees. Flock reserves the right to change the fees for subsequent Renewal Terms by providing sixty (60) days' notice (which may be sent by email) prior to the end of the Initial Term or Renewal Term (as applicable).

6.3 Late Fees. If payment is not issued to Flock by the due date of the invoice, an interest penalty of 1.0% of any unpaid amount may be added for each month or fraction thereafter, until final payment is made.

6.4 Taxes. Customer is responsible for all taxes, levies, or duties, excluding only taxes based on Flock's net income, imposed by taxing authorities associated with the order. If Flock has the legal obligation to pay or collect taxes, including amount subsequently assessed by a taxing authority, for which Customer is responsible, the appropriate amount shall be invoice to and paid by Customer unless Customer provides Flock a legally sufficient tax exemption certificate and Flock shall not charge customer any taxes from which it is exempt. If any deduction or

withholding is required by law, Customer shall notify Flock and shall pay Flock any additional amounts necessary to ensure that the net amount that Flock receives, after any deduction and withholding, equals the amount Flock would have received if no deduction or withholding had been required.

7. TERM AND TERMINATION

7.1 **Term.** The initial term of this Agreement shall be for the period of time set forth on the Order Form (the “**Term**”). Following the Term, unless otherwise indicated on the Order Form, this Agreement will automatically renew for successive renewal terms of the greater of one year or the length set forth on the Order Form (each, a “**Renewal Term**”) unless either Party gives the other Party notice of non-renewal at least thirty (30) days prior to the end of the then-current term.

7.2 **Termination.** Upon termination or expiration of this Agreement, Flock will remove any applicable Flock Hardware at a commercially reasonable time period. In the event of any material breach of this Agreement, the non-breaching Party may terminate this Agreement prior to the end of the Term by giving thirty (30) days prior written notice to the breaching Party; provided, however, that this Agreement will not terminate if the breaching Party has cured the breach prior to the expiration of such thirty (30) day period (“**Cure Period**”). Either Party may terminate this Agreement (i) upon the institution by or against the other Party of insolvency, receivership or bankruptcy proceedings, (ii) upon the other Party's making an assignment for the benefit of creditors, or (iii) upon the other Party's dissolution or ceasing to do business. In the event of a material breach by Flock, and Flock is unable to cure within the **Cure Period**, Flock will refund Customer a pro-rata portion of the pre-paid fees for Services not received due to such termination.

7.3 **Survival.** The following Sections will survive termination: 1, 3, 5, 6, 7, 8.3, 8.4, 9, 11.1 and 11.6.

8. REMEDY FOR DEFECT; WARRANTY AND DISCLAIMER

8.1 **Manufacturer Defect.** Upon a malfunction or failure of Flock Hardware or Embedded Software (a “*Defect*”), Customer must notify Flock’s technical support team. In the event of a Defect, Flock shall make a commercially reasonable attempt to repair or replace the defective Flock Hardware at no additional cost to the Customer. Flock reserves the right, in its sole discretion, to repair or replace such Defect, provided that Flock shall conduct inspection or testing within a commercially reasonable time, but no longer than seven (7) business days after Customer gives notice to Flock.

8.2 **Replacements.** In the event that Flock Hardware is lost, stolen, or damaged, Customer may request a replacement of Flock Hardware at a fee according to the reinstall fee schedule (<https://www.flocksafety.com/reinstall-fee-schedule>). In the event that Customer chooses not to replace lost, damaged, or stolen Flock Hardware, Customer understands and agrees that (1) Flock Services will be materially affected, and (2) that Flock shall have no liability to Customer regarding such affected Flock Services, nor shall Customer receive a refund for the lost, damaged, or stolen Flock Hardware.

8.3 **Warranty.** Flock shall use reasonable efforts consistent with prevailing industry standards to maintain the Services in a manner which minimizes errors and interruptions in the Services and shall perform the Installation Services in a professional and workmanlike manner. Services may be temporarily unavailable for scheduled maintenance or for unscheduled emergency maintenance, either by Flock or by third-party providers, or because of other causes beyond Flock’s reasonable control, but Flock shall use reasonable efforts to provide advance notice in writing or by e-mail of any scheduled service disruption.

8.4 **Disclaimer.** THE REMEDY DESCRIBED IN SECTION 8.1 ABOVE IS CUSTOMER’S SOLE REMEDY, AND FLOCK’S SOLE LIABILITY, WITH RESPECT TO DEFECTS. FLOCK DOES NOT WARRANT THAT THE SERVICES WILL BE UNINTERRUPTED OR ERROR FREE; NOR DOES IT MAKE ANY WARRANTY AS TO THE RESULTS THAT MAY BE OBTAINED FROM USE OF THE SERVICES. EXCEPT AS EXPRESSLY SET FORTH IN THIS SECTION, THE SERVICES ARE PROVIDED “AS IS” AND FLOCK DISCLAIMS ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A

PARTICULAR PURPOSE AND NON-INFRINGEMENT. THIS DISCLAIMER ONLY APPLIES TO THE EXTENT ALLOWED BY THE GOVERNING LAW OF THE STATE MENTIONED IN SECTION 11.6.

8.5 **Insurance.** Flock will maintain commercial general liability policies as stated in Exhibit B.

8.6 **Force Majeure.** Parties are not responsible or liable for any delays or failures in performance from any cause beyond their control, including, but not limited to acts of God, changes to law or regulations, embargoes, war, terrorist acts, pandemics (including the spread of variants), issues of national security, acts or omissions of third-party technology providers, riots, fires, earthquakes, floods, power blackouts, strikes, supply chain shortages of equipment or supplies, financial institution crisis, weather conditions or acts of hackers, internet service providers or any other third party acts or omissions.

9. LIMITATION OF LIABILITY; INDEMNITY

9.1 **Limitation of Liability.** NOTWITHSTANDING ANYTHING TO THE CONTRARY, FLOCK, ITS OFFICERS, AFFILIATES, REPRESENTATIVES, CONTRACTORS AND EMPLOYEES SHALL NOT BE RESPONSIBLE OR LIABLE WITH RESPECT TO ANY SUBJECT MATTER OF THIS AGREEMENT OR TERMS AND CONDITIONS RELATED THERETO UNDER ANY CONTRACT, NEGLIGENCE, STRICT LIABILITY, PRODUCT LIABILITY, OR OTHER THEORY: (A) FOR LOSS OF REVENUE, BUSINESS OR BUSINESS INTERRUPTION; (B) INCOMPLETE, CORRUPT, OR INACCURATE DATA; (C) COST OF PROCUREMENT OF SUBSTITUTE GOODS, SERVICES OR TECHNOLOGY; (D) FOR ANY INDIRECT, EXEMPLARY, INCIDENTAL, SPECIAL OR CONSEQUENTIAL DAMAGES; (E) FOR ANY MATTER BEYOND FLOCK'S ACTUAL KNOWLEDGE OR REASONABLE CONTROL INCLUDING REPEAT CRIMINAL ACTIVITY OR INABILITY TO CAPTURE FOOTAGE; OR (F) FOR ANY AMOUNTS THAT, TOGETHER WITH AMOUNTS ASSOCIATED WITH ALL OTHER CLAIMS, EXCEED THE FEES PAID AND/OR PAYABLE BY CUSTOMER TO FLOCK FOR THE SERVICES UNDER THIS AGREEMENT IN THE TWELVE (12) MONTHS PRIOR TO THE ACT OR OMISSION THAT GAVE RISE TO THE LIABILITY, IN EACH CASE, WHETHER OR NOT FLOCK HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. THIS LIMITATION OF

LIABILITY OF SECTION ONLY APPLIES TO THE EXTENT ALLOWED BY THE GOVERNING LAW OF THE STATE REFERENCED IN SECTION 10.6.

NOTWITHSTANDING ANYTHING TO THE CONTRARY, THE FOREGOING LIMITATIONS OF LIABILITY SHALL NOT APPLY (I) IN THE EVENT OF GROSS NEGLIGENCE OR WILLFUL MISCONDUCT, OR (II) INDEMNIFICATION OBLIGATIONS.

9.2 Responsibility. Each Party to this Agreement shall assume the responsibility and liability for the acts and omissions of its own employees, officers, or agents, in connection with the performance of their official duties under this Agreement. Each Party to this Agreement shall be liable for the torts of its own officers, agents, or employees.

9.3 Flock Indemnity. Flock shall indemnify and hold harmless Customer, its agents and employees, from liability of any kind, including claims, costs (including defense) and expenses, on account of: (i) any copyrighted material, patented or unpatented invention, articles, device or appliance manufactured or used in the performance of this Agreement; or (ii) any damage or injury to property or person directly caused by Flock's installation of Flock Hardware, except for where such damage or injury was caused solely by the negligence of the Customer or its agents, officers or employees. Flock's performance of this indemnity obligation shall not exceed the fees paid and/or payable for the services rendered under this Agreement in the preceding twelve (12) months.

10. INSTALLATION SERVICES AND OBLIGATIONS

10.1 Ownership of Hardware. Flock Hardware is owned and shall remain the exclusive property of Flock. Title to any Flock Hardware shall not pass to Customer upon execution of this Agreement, except as otherwise specifically set forth in this Agreement. Except as otherwise expressly stated in this Agreement, Customer is not permitted to remove, reposition, re-install, tamper with, alter, adjust or otherwise take possession or control of Flock Hardware. Customer agrees and understands that in the event Customer is found to engage in any of the foregoing restricted actions, all warranties herein shall be null and void, and this Agreement shall be subject to immediate termination for material breach by Customer. Customer shall not perform any acts which would interfere with the retention of title of the Flock Hardware by Flock. Should Customer default on any payment of the Flock Services, Flock may remove Flock Hardware at

Flock's discretion. Such removal, if made by Flock, shall not be deemed a waiver of Flock's rights to any damages Flock may sustain as a result of Customer's default and Flock shall have the right to enforce any other legal remedy or right.

10.2 Deployment Plan. Flock shall advise Customer on the location and positioning of the Flock Hardware for optimal product functionality, as conditions and locations allow. Flock will collaborate with Customer to design the strategic geographic mapping of the location(s) and implementation of Flock Hardware to create a deployment plan ("***Deployment Plan***"). In the event that Flock determines that Flock Hardware will not achieve optimal functionality at a designated location, Flock shall have final discretion to veto a specific location, and will provide alternative options to Customer.

10.3 Changes to Deployment Plan. After installation of Flock Hardware, any subsequent requested changes to the Deployment Plan, including, but not limited to, relocating, re-positioning, adjusting of the mounting, removing foliage, replacement, changes to heights of poles will incur a fee according to the reinstall fee schedule located at (<https://www.flocksafety.com/reinstall-fee-schedule>). Customer will receive prior notice and confirm approval of any such fees.

10.4 Customer Installation Obligations. Customer is responsible for any applicable supplementary cost as described in the Customer Implementation Guide, attached hereto as Exhibit C ("***Customer Obligations***"). Customer represents and warrants that it has, or shall lawfully obtain, all necessary right title and authority and hereby authorizes Flock to install the Flock Hardware at the designated locations and to make any necessary inspections or maintenance in connection with such installation.

10.5 Flock's Obligations. Installation of any Flock Hardware shall be installed in a professional manner within a commercially reasonable time from the Effective Date of this Agreement. Upon removal of Flock Hardware, Flock shall restore the location to its original condition, ordinary wear and tear excepted. Flock will continue to monitor the performance of Flock Hardware for the length of the Term. Flock may use a subcontractor or third party to perform certain obligations under this agreement, provided that Flock's use of such subcontractor or third party shall not release Flock from any duty or liability to fulfill Flock's obligations under this Agreement.

11. MISCELLANEOUS

11.1 Compliance With Laws. Parties shall comply with all applicable local, state and federal laws, regulations, policies and ordinances and their associated record retention schedules, including responding to any subpoena request(s).

11.2 Severability. If any provision of this Agreement is found to be unenforceable or invalid, that provision will be limited or eliminated to the minimum extent necessary so that this Agreement will otherwise remain in full force and effect.

11.3 Assignment. This Agreement is not assignable, transferable or sublicensable by either Party, without prior consent. Notwithstanding the foregoing, either Party may assign this Agreement, without the other Party's consent, (i) to any parent, subsidiary, or affiliate entity, or (ii) to any purchaser of all or substantially all of such Party's assets or to any successor by way of merger, consolidation or similar transaction.

11.4 Entire Agreement. This Agreement, together with the Order Form(s), the reinstall fee schedule (<https://www.flocksafety.com/reinstall-fee-schedule>), and any attached exhibits are the complete and exclusive statement of the mutual understanding of the Parties and supersedes and cancels all previous or contemporaneous negotiations, discussions or agreements, whether written and oral, communications and other understandings relating to the subject matter of this Agreement, and that all waivers and modifications must be in a writing signed by both Parties, except as otherwise provided herein. None of Customer's purchase orders, authorizations or similar documents will alter the terms of this Agreement, and any such conflicting terms are expressly rejected. Any mutually agreed upon future purchase order is subject to these legal terms and does not alter the rights and obligations under this Agreement, except that future purchase orders may outline additional products, services, quantities and billing terms to be mutually accepted by Parties. In the event of any conflict of terms found in this Agreement or any other terms and conditions, the terms of this Agreement shall prevail. Customer agrees that Customer's purchase is neither contingent upon the delivery of any future functionality or features nor dependent upon any oral or written comments made by Flock with respect to future functionality or feature.

11.5 Relationship. No agency, partnership, joint venture, or employment is created as a result of this Agreement and Parties do not have any authority of any kind to bind each other in any respect whatsoever. Flock shall at all times be and act as an independent contractor to Customer.

11.6 Governing Law; Venue. This Agreement shall be governed by the laws of the state in which the Customer is located. The Parties hereto agree that venue would be proper in the chosen courts of the State of which the Customer is located. The Parties agree that the United Nations Convention for the International Sale of Goods is excluded in its entirety from this Agreement.

11.7 Special Terms. Flock may offer certain special terms which are indicated in the proposal and will become part of this Agreement, upon Customer's prior written consent and the mutual execution by authorized representatives ("***Special Terms***"). To the extent that any terms of this Agreement are inconsistent or conflict with the Special Terms, the Special Terms shall control.

11.8 Publicity. Flock has the right to reference and use Customer's name and trademarks and disclose the nature of the Services in business and development and marketing efforts.

11.9 Feedback. If Customer or Authorized End User provides any suggestions, ideas, enhancement requests, feedback, recommendations or other information relating to the subject matter hereunder, Agency or Authorized End User hereby assigns to Flock all right, title and interest (including intellectual property rights) with respect to or resulting from any of the foregoing.

11.10 Export. Customer may not remove or export from the United States or allow the export or re-export of the Flock IP or anything related thereto, or any direct product thereof in violation of any restrictions, laws or regulations of the United States Department of Commerce, the United States Department of Treasury Office of Foreign Assets Control, or any other United States or foreign Customer or authority. As defined in Federal Acquisition Regulation ("FAR"), section 2.101, the Services, the Flock Hardware and Documentation are "commercial items" and according to the Department of Defense Federal Acquisition Regulation ("DFAR") section 252.2277014(a)(1) and are deemed to be "commercial computer software" and "commercial computer software documentation." Flock is compliant with FAR Section 889 and does not contract or do business with, use any equipment, system, or service that uses the enumerated banned Chinese telecommunication companies, equipment or services as a substantial or essential component of any system, or as critical technology as part of any Flock system. Consistent with DFAR section 227.7202 and FAR section 12.212, any use, modification, reproduction, release, performance, display, or disclosure of such commercial software or commercial software documentation by the U.S. Government will be governed solely by the terms of this Agreement and will be prohibited except to the extent expressly permitted by the terms of this Agreement.

11.11 **Headings.** The headings are merely for organization and should not be construed as adding meaning to the Agreement or interpreting the associated sections.

11.12 **Authority.** Each of the below signers of this Agreement represent that they understand this Agreement and have the authority to sign on behalf of and bind the Parties they are representing.

11.13 **Conflict.** In the event there is a conflict between this Agreement and any applicable statement of work, or Customer purchase order, this Agreement controls unless explicitly stated otherwise.

11.14 **Morality.** In the event Customer or its agents become the subject of an indictment, contempt, scandal, crime of moral turpitude or similar event that would negatively impact or tarnish Flock's reputation, Flock shall have the option to terminate this Agreement upon prior written notice to Customer.

11.15 **Notices.** All notices under this Agreement will be in writing and will be deemed to have been duly given when received, if personally delivered; when receipt is electronically confirmed, if transmitted by email; the day after it is sent, if sent for next day delivery by recognized overnight delivery service; and upon receipt to the address listed on the Order Form (or, if different, below), if sent by certified or registered mail, return receipt requested.

11.16 **Non-Appropriation.** Notwithstanding any other provision of this Agreement, all obligations of the Customer under this Agreement which require the expenditure of funds are conditioned on the availability of funds appropriated for that purpose. Customer shall have the right to terminate this Agreement for non appropriation with thirty (30) days written notice without penalty or other cost.

FLOCK NOTICES ADDRESS:

1170 HOWELL MILL ROAD, NW SUITE 210

ATLANTA, GA 30318

ATTN: LEGAL DEPARTMENT

EMAIL: legal@flocksafety.com

Customer NOTICES ADDRESS:

ADDRESS:

ATTN:

EMAIL:

EXHIBIT B
INSURANCE

Required Coverage. Flock shall procure and maintain for the duration of this Agreement insurance against claims for injuries to persons or damages to property that may arise from or in connection with the performance of the services under this Agreement and the results of that work by Flock or its agents, representatives, employees or subcontractors. Insurance shall be placed with insurers with a current A. M. Best rating of no less than “A” and “VII”. Flock shall obtain and, during the term of this Agreement, shall maintain policies of professional liability (errors and omissions), automobile liability, and general liability insurance for insurable amounts of not less than the limits listed herein. The insurance policies shall provide that the policies shall remain in full force during the life of the Agreement. Flock shall procure and shall maintain during the life of this Agreement Worker's Compensation insurance as required by applicable State law for all Flock employees.

Types and Amounts Required. Flock shall maintain, at minimum, the following insurance coverage for the duration of this Agreement:

- (i) **Commercial General Liability** insurance written on an occurrence basis with minimum limits of One Million Dollars (\$1,000,000) per occurrence and Two Million Dollars (\$2,000,000) in the aggregate for bodily injury, death, and property damage, including personal injury, contractual liability, independent contractors, broad-form property damage, and product and completed operations coverage;
- (ii) **Umbrella or Excess Liability** insurance written on an occurrence basis with minimum limits of Ten Million Dollars (\$10,000,000) per occurrence and Ten Million Dollars (\$10,000,000) in the aggregate;
- (iii) **Professional Liability/Errors and Omissions** insurance with minimum limits of Five Million Dollars (\$5,000,000) per occurrence and Five Million Dollars (\$5,000,000) in the aggregate;
- (iv) **Commercial Automobile Liability** insurance with a minimum combined single limit of One Million Dollars (\$1,000,000) per occurrence for bodily injury, death, and property coverage, including owned and non-owned and hired automobile coverage; and

(v) **Cyber Liability** insurance written on an occurrence basis with minimum limits of Five Million Dollars (\$5,000,000).

DECEMBER 12, 2023

PUBLIC HEARINGS

ENERGY EFFICIENCY AND INFRASTRUCTURE IMPROVEMENT
PROJECT BY WILLDAN ENERGY SOLUTIONS

A. HEAR STAFF REPORT

B. OPEN THE PUBLIC HEARINGS

C. HEAR TESTIMONY IN THE FOLLOWING ORDER:

(1) THOSE IN FAVOR

(2) THOSE OPPOSED

D. MOTION TO CLOSE THE PUBLIC HEARINGS

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
Kim Sao, Finance Director

Date: December 12, 2023

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

BACKGROUND

On March 28, 2023, the City Council approved a 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. In November of this year, WES provided two presentations with the outcomes of the analysis and recommendations for projects that not only cut energy costs for the City, but also align with the objectives outlined in the City's Climate Action Plan (CAP). The projects presented include the installation of Advanced Metering Infrastructure (AMI) water meters citywide, solar photovoltaic systems at Paramount Park and City Yard, and an Electric Vehicle Quick Charger installation at the City Yard.

DISCUSSION

Agreement with Willdan Energy Solutions

The first step to approving the energy efficiency and infrastructure improvements outlined in the analysis, includes approving an Agreement with Willdan Energy Solutions (WES) for implementation of the projects presented. WES will handle all aspects of the project, including design, solicitation of bids, selection of contractors, construction management and all required reporting. California Government Code Sections 4217.10 to 4217.18, authorizes the City to enter into an Energy Services Contract for the implementation of energy related improvements if the Council determines that it is in the best interest of the City to enter into such an agreement. In particular, under Section 4217.12 of said Code, the cost to the City to implement the improvements provided by the Energy Services Contract must be less than the anticipated cost to the City for the energy that would have been consumed by the City in lieu of purchasing the improvements. Approval of Resolution No. 23:037 will allow the City to enter into an agreement with WES.

Lease Agreement with Banc of America

The second step in the process is to approve a resolution authorizing the City to enter into an Equipment Lease/Purchase Agreement (the "Lease Agreement") with Banc of America Public Capital Corp. ("BAPCC") to provide funds to finance the AMI meter portion of the improvements to be constructed by WES. Said resolution would also authorize the City to enter into an escrow agreement among the City, BAPCC and Wilmington Trust, National Association, as escrow agent, to provide a mechanism for holding and applying the proceeds of the Lease Agreement to the acquisition and installation of the AMI meter project. The rental payments under the Lease Agreement will be payable from all legal available funds of the City, subject to annual appropriation. The City plans to make annual lease payments from its General Fund and to reimburse the General Fund for such payments from amounts in the Water Enterprise Fund, subject to satisfaction of certain conditions specified in Resolution No. 23:038. In the event such conditions are not satisfied, the City will need to use other legally available funds (i.e. the City's General Fund) to make annual lease payments.

Project Costs

The following is a breakdown of estimated total project costs:

AMI Meters	\$11,174,355
Closing Costs (estimated)	\$66,000
<i>Subtotal</i>	\$11,240,355
Paramount Park Solar	\$400,386
City Yard Solar	\$809,313
City Yard EV Charger	\$274,719
<i>Subtotal</i>	\$1,484,418
<i>Project Total</i>	\$12,724,773

FISCAL IMPACT

The AMI meters will be financed through the Lease Agreement with BAPCC for a 20-year term at an interest rate of 4.859%. The Lease Agreement is structured with level fiscal year payments of approximately \$897,304 per year. The rental payments under the Lease Agreement will be payable from all legal available funds of the City, subject to annual appropriation. The solar production and water meter accuracy is guaranteed and will be measured and verified annually for 3 years. The guaranteed meter accuracy created by the newly installed meters will generate additional billable gallons that have been calculated to pay for the annual lease payment of the system.

Because the AMI meters represent a project of the Water Enterprise, Resolution No. 23:038 directs the Finance Director to prepare a budget for each fiscal year for approval by the City Council that includes amounts for direct payments or reimbursement from the

Water Enterprise Fund of the City for rental payments payable under the Lease Agreement, in the amounts and at the times set forth in the Lease Agreement, which shall be calculated with a repayment term over 20 years, prepayable at any time, and at interest rate equal to the City's interest cost of said rental payments; provided, however, that all such amounts will be payable therefrom only (A) after the City has (i) paid all Operations and Maintenance Costs for such fiscal year in accordance with Section 3.02 of the Installment Sale Agreements, and (ii) made all other payments required to be made under Section 3.03 of the Installment Sale Agreements for such fiscal year, and (B) so long as no Event of Default has occurred and is continuing under the Installment Sale Agreements. This means that in the event that the foregoing conditions are not satisfied with respect to any fiscal year, such amounts will not be payable from the Water Enterprise Fund in said fiscal year and the payments under the Lease Agreement will need to be paid from other legally available funds of the City (i.e. the City's General Fund).

The obligation of the Water Enterprise to make, or reimburse the City's General Fund for, rental payments payable under the Lease Agreement will not be secured by a pledge on or lien on System Revenues or Net System Revenues or any other revenues or properties of the Water Enterprise Fund.

However, it is important to note that annual savings generated by the AMI meters are anticipated to exceed the annual lease payments in each year. In the event that the annual savings are not enough to cover the annual lease payments, the City contract with WES requires WES to pay for any costs associated with the lease payments.

Additionally, the City anticipates receiving up to \$5 million of funds under the WaterSmart Grant program. The grant funds may be applied to pay down the principal of the Lease Agreement, if received within three years of the closing of the financing, at a premium of 1%. Additionally, the City has the option to pre-pay the entire Lease Agreement, in whole, on any interest payment date at a premium of 2%.

Funding for the solar and EV Charger in the approximate amount of \$1,484,814 was not included in the FY 2023-24 Budget. Funding for this project will be covered by the available General Fund balance reserved for Capital Improvement projects.

See Attachment A for a preliminary numbers packet.

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

RECOMMENDED ACTION

It is recommended that the City Council

- a) 1) Read by title only and adopt Resolution No. 23:037 Adopting certain findings and approving the Energy Service Contract for energy related improvements to City facilities and infrastructure with Willdan Energy Solutions, and 2) appropriate \$1,484,850 from the available General Fund CIP reserve for the solar and EV charger project and add this to the Willdan Energy Audit Project (CIP No. 9493).
- b) Read by title only and adopt Resolution No. 23:038 Authorizing an Equipment Lease/Purchase Agreement with respect to the acquisition, financing and leasing of water meters and other equipment and delegating authority to negotiate and execute documents required in connection therewith, and to memorialize the obligation of the City's Water Enterprise Fund to pay or reimburse the City's General Fund for all costs of such water meters and equipment advanced or to be advanced by the City's General Fund.

DECEMBER 12, 2023

RESOLUTION NO. 23:037

“A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PARAMOUNT AUTHORIZING THE CITY TO EXECUTE AN ENERGY SERVICES CONTRACT WITH WILLDAN ENERGY SOLUTIONS UNDER GOVERNMENT CODE SECTION 4217.12”

MOTION IN ORDER:

- 1) READ BY TITLE ONLY AND ADOPT RESOLUTION NO. 23:037; AND
- 2) APPROPRIATE \$1,484,850 FROM THE AVAILABLE GENERAL FUND CIP RESERVE FOR THE SOLAR AND EV CHARGER PROJECT AND ADD THIS TO THE WILLDAN ENERGY AUDIT PROJECT (CIP NO. 9493).

MOTION:

MOVED BY: _____

SECONDED BY: _____

[] APPROVED

[] DENIED

ROLL CALL VOTE:

AYES: _____

NOES: _____

ABSENT: _____

ABSTAIN: _____

CITY OF PARAMOUNT
LOS ANGELES COUNTY, CALIFORNIA

RESOLUTION NO. 23:037

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PARAMOUNT
AUTHORIZING THE CITY TO EXECUTE AN ENERGY SERVICES
CONTRACT WITH WILLDAN ENERGY SOLUTIONS UNDER
GOVERNMENT CODE SECTION 4217.12

WHEREAS, California Government Code Section 4217.10 to 4217.18, authorizes the City to enter into an Energy Services Contract for the implementation of energy related improvements if the City finds that it is in the best interest of the City to enter into such Energy Service Contract and that the anticipated cost to the City for thermal or electrical energy or conservation services provided by Willdan Energy Solutions under the contract will be less than the anticipated marginal cost to the City for thermal, electrical, or other energy that would have been consumed by the City in absent of those purchases; and

WHEREAS, the proposed Energy Service Contract by and between the City and Willdan Energy Solutions for the implementation of certain energy measures whose cost to the City for thermal or electrical energy or conservation services provided under the Energy Service Contract will be less than the anticipated marginal cost to the City for thermal, electrical, or other energy that would have been consumed by the City in absent of the implementation of the improvements under the Energy Service Contract.

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

SECTION 1. The above recitations are true and correct.

SECTION 2. This City hereby declares its intention to enter into the proposed agreement with Willdan Energy Solutions for energy conservation services for the City's facilities as defined by the Energy Services Contract.

SECTION 3. The City Clerk is directed to certify the adoption of this Resolution.

SECTION 4. This Resolution shall take effect immediately upon its adoption.

PASSED, APPROVED, and ADOPTED by the City Council of the City of Paramount this 12th of December 2023.

Isabel Aguayo, Mayor

ATTEST:

Heidi Luce, City Clerk

CITY OF PARAMOUNT

ENERGY AND WATER SAVINGS PERFORMANCE CONTRACT

This Energy and Water Savings Performance Contract (together with its attached Schedules and Exhibits, the “**Contract**”) is made and entered into as of this 12th day of December 2023 (the “**Effective Date**”), between Willdan Energy Solutions, a California corporation with California state contractor’s license number 1065713 (“**WES**”), and the City of Paramount, a municipal corporation in Los Angeles County, California (“**Customer**”). Each of WES and Customer may be referred to in this Contract as a “**Party**” and collectively as the “**Parties**.”

The purpose of this Contract is two-fold; i.e., for WES to (1) perform an investment grade audit (an “**IGA**”) of the Customer’s property and buildings (the “**Premises**”) and Customer-owned and/or operated water distribution infrastructure (the “**Infrastructure**”); the IGA will form the basis for recommendations, which WES will present to Customer; and (2) implement energy- and water-savings efficiency measures, or other operating cost saving measures and equipment, as well as energy generation measures, and/or fee-producing infrastructure facilities, as described in Schedule A (Scope of Work), with respect to the Premises and the Infrastructure, as well as estimate program costs and overall potential energy and water consumption savings. The Contract will also set forth the terms and conditions under which WES will implement recommendations agreed to by Customer, and any other services agreed by WES and Customer, all of which will be designed to save energy, water, or other operating costs at the Premises and/or with respect to the Infrastructure (collectively, the “**Project**”).

RECITALS

WHEREAS, Customer owns and operates the Premises and the Infrastructure, and is in need of energy- and water-saving equipment and services designed to reduce energy and water consumption and costs for the Premises and the Infrastructure, as well as improve energy quality and reliability for the Premises and the Infrastructure;

WHEREAS, Customer desires to retain WES to identify and develop energy efficiency measures as well as energy generation measures, and/or fee-producing infrastructure facilities, and in compliance with California Government Code §§4217.10 through 4217.18, to design, engineer, procure, construct, install, and commission such energy efficiency measures and energy generation measures, and/or fee-producing infrastructure facilities, all as described in Schedule A (Scope of Work), attached hereto and made a part hereof, as well as to provide other services for the purpose of achieving energy, water, and operational savings for the Premises and the Infrastructure, as more fully set forth herein;

WHEREAS, by adoption of Resolution No. 23:037 at its duly authorized and noticed public meeting on December 12, 2023, Customer approved this Contract and authorized its execution; and

WHEREAS, Customer is authorized under the laws of the State of California to enter into this Contract for the purposes set forth herein.

NOW, THEREFORE, in consideration of the mutual promises and covenants contained herein, and intending to be legally bound hereby, Customer and WES hereto covenant and agree as follows:

SECTION 1 ESPC DOCUMENTS

Section 1.1. The ESPC Documents (hereinafter, “**ESPC Documents**”) consist of this Contract; other documents listed in this Contract; and Modifications issued after execution of this Contract. A “**Modification**” is a written amendment to the Contract (including the Performance Contract Amendment defined below), signed by both Parties. A change order is a Modification.



Section 1.2. The ESPC Documents represent the entire and integrated agreement between the Parties and supersede prior negotiations, representations, or agreements, either written or oral. The Contract may be amended or modified only by a Modification. The ESPC Documents shall not be construed to create a contractual relationship of any kind between any persons or entities other than the Customer and WES.

Section 1.3. Schedules and Exhibits. WES has prepared, and Customer has approved and accepted, the Exhibits and Schedules set forth below, copies of which are attached hereto and made part of this Contract by reference.

SCHEDULES

- Schedule A Scope of Work
- Schedule B Compensation to WES
- Schedule C Insurance

EXHIBITS

Exhibit 1 Form of Performance Contract Amendment, including the following Schedules (the “*Performance Contract Amendment*”):

- Schedule 1-A Additional Responsibilities
- Schedule 1-B Certificate of Substantial Completion
- Schedule 1-C Certificate of Acceptance – Project Final Completion

Exhibit 2 Form of Energy and Water Savings Guarantee, including the following Schedules (the “*Energy and Water Savings Guarantee*”):

- Schedule 2-A Baseline Energy and Water Consumption
- Schedule 2-B Savings Measurement & Calculation Formulae; Methodology to Adjust Baseline

Exhibit 3 Form of Assured Performance Guarantee – Utility Meters

SECTION 2 THE WORK

Section 2.1. The term “*Work*” means the investigation, design, engineering, construction, installation, commissioning and related services required to fulfill WES’s obligations under the ESPC Documents, whether completed or partially completed, and includes all labor, materials, equipment, and services provided or to be provided by WES.

Section 2.2. WES shall fully execute the Work described in the ESPC Documents, except to the extent specifically indicated in the ESPC Documents to be the responsibility of others.

Section 2.3. WES shall perform all Work through its sub-contractors or through WES’s own forces.

Section 2.4. WES shall perform the Work in accordance with sound engineering and safety practices, in compliance with any and all reasonable rules of Customer relative to the Premises, and in compliance with all applicable state, federal and local laws, statutes, ordinances, codes, rules and regulations, or lawful orders of public authorities in effect on the Effective Date or the date of a Modification, as applicable. If WES performs Work contrary to applicable state, federal and local laws, statutes, ordinances, codes, rules and regulations, and lawful orders of public authorities, WES shall assume responsibility for such Work and shall bear the costs attributable to correction, including costs for any and all legal services necessary for such correction.

SECTION 3 PHASES OF THE WORK

Section 3.1. The Work, under this Contract, shall be performed in three phases: the IGA Phase, the Construction Phase, and the Energy and Water Savings Guarantee Phase, each as outlined in the Scope of Work.

(a) The IGA Phase will commence on the Effective Date.

(b) The Construction Phase will commence upon the issuance of a formal Notice to Proceed (NTP) following the execution of a Performance Contract Amendment in the form of Exhibit 1, following the conclusion of the IGA Phase.

(c) The Guarantee Phase will commence upon the execution of an Energy and Water Savings Guarantee in the form of Exhibit 2, following the execution of the Certificate of Acceptance – Project Final Completion in the form of Schedule 1-C and an Assured Performance Guarantee in the form of Exhibit 3, following the execution of the Certificate of Acceptance – Project Final Completion in the form of Schedule 1-C.

Section 3.2. The Scope of Work for each phase of the Work is defined in Schedule A (Scope of Work) (the “*Scope of Work*”). The fee for each phase of the Work is defined in Schedule B (Compensation to WES) (the “*Compensation Schedule*”).

SECTION 4 FEES FOR THE WORK; PAYMENTS

Section 4.1. Customer will pay WES for the performance of the Work in accordance with the Compensation Schedule.

Section 4.2. Billing Information Procedure. Payments due to WES shall be calculated each month and paid in accordance with the Compensation Schedule.

Section 4.3. Payment. Customer shall pay WES within thirty (30) days of receipt of WES’s application for payment as to all non-disputed fees. If Customer disputes any of WES’s fees, it shall give written notice to WES within thirty (30) days of receipt of an invoice of any disputed fees set forth on the invoice. Non-disputed amounts unpaid thirty (30) days after the invoice date shall bear interest at 1.5% per month.

Section 4.4. Title to Work. WES warrants that title to all Work covered by an Application for Progress Payment will pass to the Customer no later than the time of payment. WES further warrants that upon submittal of an Application for Progress Payment, all Work for which a Progress Payment has been previously issued and WES has received payment from the Customer therefor shall, to the best of WES’s knowledge, information and belief, be free and clear of liens, claims, stop notices, security interests or encumbrances in favor of WES, Subcontractors, Material Suppliers or other persons or entities making a claim by reason of having provided labor, materials and equipment relating to the Work.

SECTION 5 FISCAL FUNDING

Section 5.1. Non-appropriation of Funds. In the event no Customer funds (or other funds), or insufficient Customer funds (or other funds), are appropriated and budgeted for any future fiscal period in which payment will be due to WES under this Contract, and funds are otherwise unavailable by any means whatsoever in such future fiscal period, then the Customer will, not less than thirty (30) days prior to the beginning of such future fiscal period, notify WES in writing of such occurrence, and this Contract shall terminate on the last day of the fiscal period for which appropriations were made, without penalty or expense to the Customer of any kind whatsoever, except as to the portions of payments herein agreed, for which Customer funds and/or other funds shall have been appropriated and budgeted or are otherwise available.

SECTION 6 ENERGY AND WATER USAGE RECORDS AND DATA

Section 6.1. Customer has furnished or shall furnish (or cause its energy and water suppliers to furnish) to WES, upon its request, all of Customer's records and complete data concerning energy and water usage and energy- and water-related maintenance for the Premises, including the following data for the most current twenty-six (26) month period: utility records; occupancy information; descriptions of any changes in the building structure or its heating, cooling, lighting, water, or other systems or energy and water requirements; descriptions of all energy and water consuming or saving equipment used in the Premises; bills and records relating to maintenance of energy- and water-related equipment, and a description of energy and water management procedures presently utilized. If requested, Customer shall also provide any prior energy and water audits of the Premises, and copies of Customer's financial statements and records related to energy and water usage and operations for the most current twenty-six (26) month period at the Premises, and shall make agents and employees familiar with such records available for consultations and discussions with WES.

SECTION 7 REPRESENTATIONS AND WARRANTIES

Section 7.1. Each Party warrants and represents to the other that:

- (a) it has all requisite power, authority, licenses, permits, and franchises, corporate or otherwise, to execute and deliver this Contract and perform its obligations hereunder;
- (b) its execution, delivery, and performance of this Contract have been duly authorized by, or are in accordance with, its organic instruments, and this Contract has been duly executed and delivered for it by the signatories so authorized, and constitutes its legal, valid, and binding obligation;
- (c) its execution, delivery, and performance of this Contract will not breach or violate, or constitute a default under any Contract, lease or instrument to which it is a party or by which it or its properties may be bound or affected; and
- (d) it has not received any notice, nor to the best of its knowledge, is there pending or threatened any notice, of any violation of any applicable laws, ordinances, regulations, rules, decrees, awards, permits or orders which would materially and adversely affect its ability to perform hereunder.

SECTION 8 ADDITIONAL REPRESENTATIONS OF THE PARTIES

Section 8.1. Customer hereby warrants, represents and promises that it has provided, or shall provide timely, to WES all records relating to energy and water usage and energy- and water-related maintenance of the Premises requested by WES and the information set forth therein is, and all information in other records to be subsequently provided pursuant to this Contract will be, true and accurate in all material respects.

Section 8.2. WES hereby warrants, represents and promises that:

- (a) it is properly qualified, licensed and equipped to supply and perform the Work in the State of California ;
- (b) it shall make available, upon reasonable request, all documents relating to its performance under this Contract, including all contracts and subcontracts entered into;
- (c) it shall use qualified subcontractors and delegates, appropriately registered, licensed and bonded in this state, to perform the Work so subcontracted or delegated pursuant to the terms hereof;
- (d) it is financially solvent, able to pay its debts as they mature and possessed of sufficient working capital to complete the Work and perform its obligations under this Contract.

SECTION 9 PERFORMANCE BY WES

Section 9.1. WES shall perform all tasks/phases under the Contract, including the IGA Phase and the Construction Phase, in such a manner so as not to harm the structural integrity of the buildings or their operating systems. WES shall repair and restore, at its own cost and expense and without reimbursement from Customer, to its original condition any area of damage caused by WES's performance under this Contract. Customer reserves the right to review the Work performed by WES and to direct WES to take certain corrective action if, in the reasonable opinion of the Customer, the structural integrity of the Premises or its operating system is or will be harmed. All costs associated with such corrective action to damage caused by WES's performance of the Work shall be borne by WES.

Section 9.2. WES shall remain responsible for the professional and technical accuracy of all Work performed, whether by WES or its subcontractors or others on its behalf, throughout the term of this Contract.

Section 9.3. WES 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 Contract. WES shall at all times observe and comply with all such laws and regulations. Customer, and its officers and employees, shall not be liable at law or in equity occasioned by failure of WES to comply with this Section.

SECTION 10 OWNERSHIP

Section 10.1. Ownership of Certain Proprietary Property Rights. Customer shall not, by virtue of this Contract, acquire any interest in any formulas, patterns, devices, secret inventions or processes, copyrights, patents, other intellectual or proprietary rights, or similar items of property which are or may be used in connection with the Work. All data, reports, proposals, plans, specifications, flow sheets, drawings, and other products of the Work (the "*Instruments of Service*") furnished directly or indirectly, in writing or otherwise, to Customer by WES under this Contract will remain WES's property and may be used by Customer only for the Work. WES will be deemed the author and owner of such Instruments of Service and will retain all common law, statutory and other reserved rights, including copyrights. The Instruments of Service may not be used by Customer for future additions or alterations to the Project or for other projects, without the prior written agreement of WES. Any unauthorized use of the Instruments of Service will be at Customer's sole risk and without liability to WES. If Customer uses the Instruments of Service for implementation purposes, including additions to or completion of the Project, without the written permission of WES, Customer agrees to waive and release, and indemnify and hold harmless, WES, its subcontractors, and their directors, employees, subcontractors, and agents from any and all claims, losses, and other liabilities associated with or resulting from such use.

SECTION 11 INDEMNIFICATION

Section 11.1. To the fullest extent permitted by law, WES shall defend (with counsel of Customer's choosing, reasonably acceptable to WES), indemnify and hold Customer, its directors, officials, officers, employees, volunteers and agents free and harmless from any and all third-party claims, demands, causes of action, costs, expenses, liability, loss, damage or injury of any kind, in law or equity, to property or persons, including wrongful death, to the extent arising in any manner out of, pertaining to, or incident to any alleged acts, errors or omissions, or willful misconduct of WES, its officials, officers, employees, subcontractors, contractors or agents in connection with the performance of WES's Work, the Project or this Contract, including without limitation the payment of all damages, reasonable expert witness fees and reasonable attorney's fees and other related costs and expenses. WES's obligation to indemnify shall not be restricted to insurance proceeds, if any, received by WES, Customer, its officials, officers, employees, agents, or volunteers.



Section 11.2. If WES's obligation to defend, indemnify, and/or hold harmless arises out of WES's performance as a "design professional" (as that term is defined under Civil Code section 2782.8), then, and only to the extent required by Civil Code section 2782.8, which is fully incorporated herein, WES's indemnification obligation shall be limited to claims that arise out of, pertain to, or relate to the negligence, recklessness, or willful misconduct of WES, and, upon WES obtaining a final adjudication by a court of competent jurisdiction, WES's liability for such claims, including the cost to defend, shall not exceed WES's proportionate percentage of fault.

Section 11.3. Payment by Customer is not a condition precedent to enforcement of this indemnity. In the event of any dispute between WES and Customer, as to whether liability arises from the sole negligence of Customer or its officers, employees, or agents, WES will be obligated to pay for Customer's defense until such time as a final judgment has been entered adjudicating the Customer as solely negligent. WES will not be entitled in the absence of such a determination to any reimbursement of defense costs including but not limited to reasonable attorney's fees, expert fees, and costs of litigation.

Section 11.4. The liability of a defaulting Party will be limited to direct, actual damages. Neither Party shall be liable to the other Party for any special, indirect, incidental or consequential damages whatsoever, whether in contract, tort (including negligence) or strict liability, including, but not limited to, operational losses in the performance of business such as lost profits or revenues or any increase in operating expense.

SECTION 12 CONDITIONS BEYOND CONTROL OF THE PARTIES

Section 12.1. WES shall notify Customer in writing immediately of any delay or anticipated delay in WES's performance of this Contract due to causes or circumstances beyond the reasonable control of WES. Notice shall include the reason for and anticipated length of the delay, and the date of performance shall be extended for a period equal to the time lost by reason of the delay. WES may be entitled to additional compensation due to any such extension of time due to causes or circumstances beyond the reasonable control of WES. Any extension of time pursuant to this Section 12.1 shall be documented by a Modification signed by the Parties. Examples of such possibly excusable delays are natural calamities, strikes and boycotts, war, viral pandemics or civil unrest or governmental actions and other events that are commonly deemed force majeure events.

SECTION 13 EVENTS OF DEFAULT

Section 13.1. Events of Default by Customer. Each of the following events or conditions shall constitute a "***Customer Event of Default***":

- (a) any failure by Customer to pay any non-disputed amount to WES which is not paid within five (5) days after written notification by WES that Customer is delinquent in making payment; *provided* that WES is not then in default in its performance under the terms of this Contract; or
- (b) any other material failure by Customer to perform or comply with the terms and conditions of this Contract, including breach of any covenant contained herein, *provided* that such failure continues for thirty (30) days after notice to Customer demanding that such failures to perform be cured, or if such cure cannot be effected in thirty (30) days, Customer shall not be in default if Customer commences a cure within such thirty (30) day period and diligently pursues completion thereof; or
- (c) any representation or warranty furnished by Customer in this Contract was false or misleading in any material respect when made.

Section 13.2. Events of Default by WES. Each of the following events or conditions shall constitute a "***WES Event of Default***":

(a) any failure by WES to meet the standards of comfort and service set forth in Schedule 1-A-3 due to failure by WES to properly design, install, maintain, repair or adjust the Equipment; *provided* that such failure continues for thirty (30) days after notice to WES demanding that such standards be met, or if such failure cannot be cured within thirty (30) days, WES shall not be in default if WES commences a cure within such thirty (30) day period and diligently pursues completion thereof.

(b) any other material failure by WES to perform or comply with the terms and conditions of this Contract, including breach of any covenant contained herein, *provided* that such failure continues for thirty (30) days after notice to WES demanding that such failures to perform be cured, or if such cure cannot be effected in thirty (30) days, WES shall not be in default if WES commences a cure within such thirty (30) day period and diligently pursues completion thereof;

(c) any representation or warranty furnished by WES in this Contract was false or misleading in any material respect when made; or

(d) the filing of a bankruptcy petition, whether by WES or its creditors against WES, which proceeding shall not have been dismissed within sixty (60) days of its filing, or an involuntary assignment for the benefit of all creditors or the liquidation of WES.

SECTION 14 REMEDIES UPON DEFAULT

Section 14.1. Remedies upon Default. All disputes shall be submitted to the individuals listed in Section 23 for resolution. In the event that a remedy acceptable to both Customer and WES cannot be found, either Party may seek mediation as outlined in Section 15.

SECTION 15 MEDIATION

Section 15.1. Any claims or actions (“***Claims***”) arising out of or related to the Contract shall be subject to mediation as a condition precedent to arbitration or the institution of legal or equitable proceedings by either Party.

Section 15.2. The Parties shall endeavor to resolve their Claims by mediation which, unless the Parties mutually agree otherwise, shall be in accordance with the Construction Industry Mediation Rules of the American Arbitration Association then in effect. Request for mediation shall be filed in writing with the other Party to the Contract and with the American Arbitration Association. The request may be made concurrently with the filing of a demand for arbitration but, in such event, mediation shall proceed in advance of arbitration or legal or equitable proceedings, which shall be stayed pending mediation for a period of sixty (60) days from the date of filing, unless stayed for a longer period by agreement of the Parties or court order.

Section 15.3. The Parties shall share the mediator’s fee and any filing fees equally.

Section 15.4. The mediation shall be held in the place where the Project is located, unless another location is mutually agreed upon.

Section 15.5. Agreements reached in mediation shall be enforceable as settlement agreements in any court having jurisdiction thereof.

SECTION 16 LIENS

Section 16.1. WES will promptly pay, when due, all amounts payable for labor and materials furnished in the performance of this Contract and will endeavor to prevent any lien or other claim from arising against any Customer property, against WES’s rights to payments hereunder, or against Customer.

SECTION 17 INDEPENDENT CONTRACTOR

Section 17.1. Customer and WES agree and represent this Contract is entered into with the understanding that WES is not an employee of Customer and is intended, for all purposes, to have the status of independent contractor under Labor Code Section 2776.

Section 17.2. In the event the Customer determines that a legal, judicial, or administrative determination has a material effect upon the status of WES as an independent contractor, the Customer shall have the right, with or without notice, to automatically terminate the Contract. In Customer's sole discretion, Customer may propose modification of the Contract's terms to permit WES's continued performance of the Work.

Section 17.3. As an independent contractor, WES shall be free from control and direction of the Customer in connection with the performance of duties, and WES retains exclusive discretion in how to perform duties, subject to other terms and conditions of this Contract. The personnel performing the Work under this Contract on behalf of WES shall at all times be under WES's exclusive direction and control. Neither Customer nor any of its officers, employees, or agents shall have control over the conduct of WES or any of WES's officers, employees, or agents, except as set forth in this Contract.

Section 17.4. WES shall pay all wages, salaries, and other amounts due such personnel in connection with their performance of Work under this Contract and as required by law. WES shall be responsible for all reports and obligations respecting such additional personnel, including, but not limited to: social security taxes, income tax withholding, unemployment insurance, disability insurance, and workers' compensation insurance.

Section 17.5. WES 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 Customer. WES shall not incur or have the power to incur any debt, obligation, or liability whatsoever against Customer, or bind Customer in any manner.

Section 17.6. No employee benefits shall be available to WES in connection with the performance of this Contract. Customer shall not be liable for compensation or indemnification to WES for injury or sickness arising out of performing Work hereunder.

SECTION 18 NO WAIVER

Section 18.1. The failure of WES or Customer to insist upon the strict performance of the terms and conditions hereof shall not constitute or be construed as a waiver or relinquishment of either Party's right to thereafter enforce the same in accordance with this Contract in the event of a continuing or subsequent default on the part of WES or Customer.

SECTION 19 SEVERABILITY

Section 19.1. In the event that any clause or provision of this Contract or any part thereof shall be declared invalid, void, or unenforceable by any court having jurisdiction, such invalidity shall not affect the validity or enforceability of the remaining portions of this Contract unless the result would be manifestly inequitable or unconscionable.

SECTION 20 COMPLETE AGREEMENT

Section 20.1. This Contract, when executed, together with all Exhibits and Schedules attached hereto or to be attached hereto, as provided for by this Contract, shall constitute the entire agreement between the Parties and this Contract may not be amended, modified, or terminated except by a written Modification signed by the Parties hereto.



SECTION 21 FURTHER ASSURANCES

Section 21.1. The Parties shall execute and deliver all documents and perform all further acts that may be reasonably necessary to effectuate the provisions of this Contract.

SECTION 22 APPLICABLE LAW

Section 22.1. This Contract and the construction and enforceability thereof shall be interpreted under the laws of the State of California.

SECTION 23 NOTICE

Section 23.1. Any notice required or permitted hereunder shall be deemed sufficient if given in writing and delivered personally or sent by registered or certified mail, return receipt requested, postage prepaid, or delivered to a nationally recognized express mail service, charges prepaid, receipt obtained, to the address shown below or to such other persons or addresses as are specified by similar notice.

TO WES:

Willdan Energy Solutions
Attention: Micah Chen
2401 East Katella Avenue, Suite 300
Anaheim, CA 92806

TO CUSTOMER:

The City of Paramount
Attention: Adriana Figueroa
15300 Downey Ave
Paramount, CA 90723

SECTION 24 HEADINGS

Section 24.1. Headings and subtitles used throughout this Contract are for the purpose of convenience only, and no heading or subtitle shall modify or be used to interpret the text of any section.

SECTION 25 INSURANCE

Section 25.1. WES agrees to procure and maintain, at WES's expense, unless otherwise stated, all insurance specified in Schedule C attached hereto and by this reference incorporated herein. WES shall require all subcontractors to carry appropriate insurance policies with limits of insurance commensurate with the portion of the Work to be performed by the applicable subcontractor.

SECTION 26 EPACT 179D

Section 26.1. To encourage the implementation of a more energy-efficient system, Section 179D of the Internal Revenue Code provides for the allocation of a tax deduction based on the efficiency of the design. Since a public entity is exempt from paying taxes, the Internal Revenue Code permits this allocation to be passed along to the designer of the system as an additional incentive to incorporate the most efficient system affordable. Accordingly, once the building/system is placed into service, it is understood and agreed that the tax deduction granted pursuant to Section 179D of the Internal Revenue Code will be allocated to WES, in consideration of which WES intends to maximize the energy efficiency of the design being contracted.

SECTION 27 CONFIDENTIAL INFORMATION; RELEASE OF INFORMATION

Section 27.1. To the extent permitted by applicable law, WES will maintain the confidentiality of all non-public information, documents, programs, procedures, and all other non-public items that it receives from Customer pursuant to this Contract, unless such information is already known to WES. WES shall not release or disclose any such information to persons or entities other than Customer without prior written authorization from the City Manager or designee, except as may be required by law.

Section 27.2. WES, its officers, employees, agents or subcontractors, shall not, without prior written authorization from the City Manager or unless requested by the City Attorney, voluntarily provide declarations, letters of support, testimony at depositions, response to interrogatories or other information concerning the Work performed under this Contract; *provided* that WES reserves the right to reference the Customer as a client and to use the Customer's name and describe the Project on its website and other promotional materials for marketing purposes. Response to a subpoena or court order shall not be considered "voluntary".

Section 27.3. WES shall promptly notify Customer should WES, its officers, employees, agents or subcontractors be served with any summons, complaint, subpoena, notice of deposition, request for documents, interrogatories, request for admissions or other discovery request, court order or subpoena from any party regarding this Contract and the Work performed thereunder. Customer retains the right, but has no obligation, to be present at any deposition, hearing or similar proceeding. WES agrees to cooperate fully with Customer and to provide Customer with the opportunity to review any response to discovery requests provided by WES. However, this right to review any such response does not imply or mean the right by Customer to control, direct, or rewrite said response.

SECTION 28 ASSIGNMENT

Section 28.1. WES may delegate its duties and performance under this Contract and has the right to enter into agreements with any subcontractors and other service or material providers as WES may select in its discretion to perform the Work. WES will not be required to enter into any subcontracts with parties whom WES has not selected or subcontractors whom WES has objection to using.

Section 28.2. WES shall, at all times, be responsible for the negligent acts, errors and/or omissions of its subcontractors and agents. Nothing in this Contract shall constitute any contractual relationship between any others and the Customer or any obligation on the part of the Customer to pay, or to be responsible for the payment of, any sums to any WES subcontractors.

SECTION 29 CITY BUSINESS LICENSE

Section 29.1. In addition to any other permits or licenses, WES shall obtain, maintain and comply with the requirements for a current city business license during the term of this Contract.

IN WITNESS WHEREOF, and intending to be legally bound, the Parties hereto subscribe their names to this Contract by their duly authorized officers as of the Effective Date.

WES

CUSTOMER

Signed _____

Signed _____

Name _____

Name _____

Title _____

Title _____

SCHEDULE A

SCOPE OF WORK

California State Contractor's License Number 1065713

California Public Works Contractor Registration Number [●]

This scope of work ("**Scope of Work**") is attached to, and forms an integral part of, the Energy and Water Performance Contract (together with its Schedules and Exhibits, the "**Contract**") between Willdan Energy Solutions ("**WES**") and Customer. Capitalized terms used and not defined in this Scope of Work have the meanings given them in the Contract.

The purpose of this Contract is for WES to perform an investment grade audit (an "**IGA**") of the Customer's property and buildings (the "**Premises**") and Customer-owned and/or operated water distribution infrastructure (the "**Infrastructure**"); the IGA will form the basis for recommendations, which WES will present to Customer, for the implementation of energy- and water-savings efficiency measures, or other operating cost saving measures and equipment, as well as energy generation measures, and/or fee-producing infrastructure facilities, as described in Schedule A (Scope of Work), with respect to the Premises and the Infrastructure, as well as estimated program costs and overall potential energy and water consumption savings. The Contract will also set forth the terms and conditions under which WES will implement recommendations agreed to by Customer, and any other services agreed by WES and Customer, all of which will be designed to save energy, water, or other operating costs at the Premises and/or with respect to the Infrastructure (collectively, the "**Project**").

Schedule A-1. IGA PHASE SERVICES

(a) General.

(1) WES shall advise the Customer on all proposed Projects, selection of materials, building systems and equipment, financing options, and utility incentives. WES shall also provide the Customer with recommendations, consistent with the Customer's stated criteria, on constructability; availability of materials and labor; time requirements for procurement, installation and construction; and factors related to construction cost including, but not limited to, costs of alternative designs or materials, preliminary budgets, life-cycle data, and possible cost reductions.

(b) Engineering and Design. During the IGA Phase, WES shall perform:

(1) Design required to develop the scope and Project solution that meets Performance Contract Program Requirements as identified in Schedule A-4.

(2) Develop design in enough detail to procure subcontractors and materials and develop the Contract Sum included (and defined) in the Performance Contract Amendment.

(A) Perform a survey of the spaces and existing systems throughout the Premises to document existing conditions.

(B) Work with the Customer to establish Project goals and criteria.

(C) Prepare design documents and/or criteria for subcontractor pricing procurement to install modifications to HVAC, electrical, and plumbing systems.

(c) Pre-Construction Services. During the IGA Phase:

(1) WES shall assemble all design documents necessary for pricing procurement.

(2) WES shall engage subcontractors; familiarize them with the Project, site and bidding information; and procure pricing for the purposes of establishing WES's cost proposal in the Performance Contract Amendment.

(3) WES shall coordinate with the Customer, sub-consultants, financiers, utilities and other stakeholders throughout the IGA Phase.

(d) Energy-Related Services.

(1) WES will walk through facility to become familiar with existing systems and the building's operations. WES will also gather as-built plans and O&M data on existing HVAC systems from Customer.

(2) WES will quantify energy savings for each recommend Project through a calibrated computer energy model or other industry standard energy calculation procedure.

(3) WES will quantify and summarize Project economics throughout each phase of design, including:

- (A) Project costs;
- (B) Energy savings;
- (C) Maintenance and other costs savings;
- (D) Utility incentives; and
- (E) Project financing terms and debt service payment terms.

(e) Preparation of the Performance Contract Amendment.

(1) When the Drawings and Specifications are sufficiently complete, WES will prepare a Performance Contract Amendment. The Performance Contract Amendment shall include:

- (A) Contract Sum;
- (B) Contract Time;
- (C) Construction Schedule;
- (D) Energy and other cost savings;
- (E) Grants, financing, and incentive opportunities;
- (F) Project Cashflow;
- (G) Information upon which the Performance Contract Amendment is based, including:
 - (i) Scope of Work;
 - (ii) Drawings;
 - (iii) Specifications;
 - (iv) Supplementary and other Conditions of the Contract; and
 - (v) Deviations from the Performance Contract Program Requirements as identified in Schedule A-4.
- (H) WES's Personnel, Contractors and Suppliers.

Schedule A-2. CONSTRUCTION PHASE SERVICES

(a) Construction Documents. As the Drawings and Specifications may not be finished at the time the Performance Contract Amendment is prepared, the Performance Contract Amendment will provide for further development of the Drawings and Specifications for construction. Such further development does not include such things as changes in scope, systems, or kinds and quality of materials, finishes or equipment, all of which, if required, shall be incorporated by Change Order.

(b) WES's Construction Phase Responsibility.

(1) WES shall supervise and direct the Work, using WES's best skill and attention. WES shall be solely responsible for, and have control over, construction means, methods, techniques, sequences and procedures, and for coordinating all portions of the Work under the Contract, unless the ESPC Documents give other specific instructions concerning these matters.

(2) WES shall schedule Work and coordinate Subcontractors and any other persons on the site of the Project.

(3) WES will inspect the Work of each subcontractor for defective Work, manage resolution of the defective Work, and notify applicable subcontractor(s) to correct such defective Work in a manner approved by the design team and Customer.

(4) WES shall record the progress of the Project and provide reports to the Customer. Such reports shall include, without limitation, information about variations between actual and budgeted or estimated costs and information on each subcontractor's Work, as well as completion status on the entire Project, showing percentages of completion.

(5) With the cooperation of the Subcontractors, WES will prepare and maintain the Construction Schedule.

(6) WES shall schedule and conduct preconstruction, progress, quality control and special meetings with the Customer, designers, the subcontractors and any other parties involved in the Project to discuss such matters as procedures, progress, problems and scheduling.

(7) WES shall receive, review for completeness and responsiveness the subcontractors' submittals such as shop drawings, product data and samples and deliver them to the Customer for review and approval.

(8) WES shall manage the Punch List, coordinate final inspections, and prepare the certificates of Substantial Completion and Final Completion. Upon Final completion, WES will receive, review for conformity with the requirements of the ESPC Documents, transmit to the Customer any affidavits, and turn over to the Customer any manuals and the originals of any guarantees, warranties, releases, bonds and waivers.

(c) Enhanced Commissioning. WES shall develop the commissioning plan, review construction documents, develop functional test procedures, coordinate commissioning activities, verify startup tests, perform functional performance tests, and generate final commissioning report.

(d) Labor and Materials.

(1) Unless otherwise provided in the ESPC Documents, WES shall provide and pay for labor, materials, equipment, tools, construction equipment and machinery, water, heat, utilities, transportation, and other facilities and services, necessary for proper execution and completion of the Work, whether temporary or permanent, and whether or not incorporated or to be incorporated in the Work.

(2) WES shall enforce strict discipline and good order among WES's employees, Subcontractors, and other persons carrying out the Work. WES shall not permit employment of unfit persons or persons not properly skilled in tasks assigned to them.

Schedule A-3. GUARANTEE PHASE SERVICES

(a) Facility Personnel Assistance.

(1) WES's commissioning group will assist Customer personnel in achieving the most efficient operation of Customer's facility. The commissioning group will remotely monitor the facility and will help identify potential problems with the HVAC as well as work with the facility staff to enhance and implement energy conservation programs.

(2) Customer will be responsible for the maintenance of all energy systems, including lighting, mechanical, electrical, and building automation control systems per Schedule 1-A-5.

(b) Savings Tracking and Reporting.

(1) WES will be responsible for the annual tracking and monitoring of the Project and will provide ongoing assistance to Customer's staff.

(2) WES will provide an annual savings report. This report will detail current monthly savings, year to date savings, and guaranteed savings. This report will also show the actual savings in units of energy.

(c) Utility Rate Negotiation. If, during the term of this Contract, deregulation of the electric and gas utilities should occur, WES shall have the right to negotiate on behalf of the Customer, in total or in portion, other utility services beyond the current providers of those services. WES will represent the Customer as long as the services being negotiated are cost competitive for the Customer. WES will seek the most cost competitive providers of those services who can provide equal or better-quality service. In the event that the Customer is able to locate a more cost competitive provider, with equal quality, WES will agree to use that provider. The purpose of this paragraph is to minimize utility costs for the Customer.

(d) Cancellation.

(1) Customer may cancel the Guarantee Phase services on any anniversary of the commencement of Guarantee Services, or at the end of Customer's fiscal year.

(2) If Customer cancels these services, WES reserves the right to cancel the Energy Savings Guarantee as outlined in the form of Exhibit 2 [and the Assured Performance Guarantee as outlined in the form of Exhibit 3].

Schedule A-4. ENERGY AND WATER PERFORMANCE CONTRACT PROGRAM REQUIREMENTS:

(a) Financial Criteria.

(b) General Scope and Intent.

Schedule A-5. PROJECT IMPLEMENTATION SCOPE OF WORK

(a) Final, detailed scope of work will be included in the Performance Contract Amendment.

Schedule A-6. TIME.

(a) Construction and installation of energy-saving and/or energy-generating equipment ("**Equipment**") by WES shall proceed throughout the Construction Period described in the detailed schedule of construction, which will be submitted to Customer following commencement of the Construction Phase. This schedule will be updated throughout construction to reflect ongoing progress on the Project. WES will

endeavor to minimize disruption to Customer operations while allowing for completion of Scope of Work in a timely fashion.

(b) Weather disruptions, availability of necessary equipment, remediation of hazardous materials, and other delays beyond the control of WES shall not count toward the Construction Period. The completion dates will be modified by Change Order for these events.



SCHEDULE B

COMPENSATION TO WES

This compensation schedule (“**Compensation Schedule**”) is attached to, and forms an integral part of, the Energy and Water Performance Contract (together with its Schedules and Exhibits, the “**Contract**”) between Willdan Energy Solutions (“**WES**”) and Customer. Capitalized terms used and not defined in this Compensation Schedule have the meanings given them in the Contract.

The Customer shall compensate and make payments to WES for the IGA Phase services, the Construction Phase services and the Guarantee Phase services as follows:

Schedule B-1. INVESTMENT GRADE AUDIT PHASE SERVICES

The Customer shall compensate and make payments to WES for the IGA Phase services as follows:

(a) If the Performance Contract Amendment is executed within ninety (90) days of the date it is submitted to Customer, the fee for IGA services will be incorporated into the Performance Contract Amendment; otherwise,

(b) Customer shall pay WES the stipulated sum of \$0.00.

Schedule B-2. CONSTRUCTION PHASE

For WES’s performance of the Construction, the Customer shall pay WES the Construction Phase Contract Sum in current funds for WES’s performance of the Contract after the execution of the Performance Contract Amendment. The Contract Sum shall be identified in the Performance Contract Amendment.

Schedule B-3. GUARANTEE PHASE

For WES’s performance of the Energy and Water Savings Guarantee [and the Assured Performance Guarantee], the Customer shall pay WES in current funds for WES’s performance of the Guarantee Phase services following Final Completion of the entire Project, and issue to WES the “Certificate of Acceptance – Project Final Completion” as defined in Schedule 1-C. The Guarantee Phase Contract Sum shall be identified in the Energy and Water Savings Guarantee [and the Assured Performance Guarantee].

Schedule B-4. PAYMENT PROCEDURES

(a) Investment Grade Audit Phase Payments. WES shall provide an Application for Payment to Customer for IGA Phase services completed in accordance with Schedule A-1 above. The Customer shall make payment in the manner and within the time provided in Section 4.3 of the Contract

(b) Construction Phase Payments.

(1) Project Mobilization. The initial Application for Payment shall include all remaining pre-construction-phase services amounts as well as twenty percent (20%) of the remaining total compensation to allow for mobilization of WES and subcontractors.

(2) Progress Payments. WES shall provide a monthly Application for Payment to Customer for work completed during the previous month. The Customer shall make payment in the manner and within the time provided in Section 4.3 of the Contract. Until the Project is complete, as identified as a line item in the Schedule of Values, Customer will pay one hundred percent (100%) of the amount due to WES on account of progress payments. WES shall provide a Retainage Bond that represents ten percent (10%) of the total Contract value.

(3) Schedule of Values. WES will prepare and submit a complete schedule of values along with the initial Application for Payment. Projects listed as line items in the Schedule of Values will be treated as individual Projects for the purposes of Progress Payments, Substantial Completion, Final Completion, and withholding of retention amounts.



(4) Substantial Completion. Substantial Completion is the stage in the progress of the Project when the Project or designated portion thereof is sufficiently complete in accordance with the ESPC Documents so that the Customer can utilize the Work for its beneficial use.

When WES considers that an individual Project is substantially complete, WES shall prepare and submit to the Customer a comprehensive list of items to be completed or corrected prior to final payment (the “**Punch List**”). Upon receipt of WES’s Punch List, the Customer shall, within seven (7) days, inspect the Work to determine whether the Work or designated portion thereof is substantially complete. If the Customer’s inspection discloses any item, whether or not included on the Punch List, which is not sufficiently complete in accordance with the ESPC Documents so that the Customer can utilize the Project or designated portion thereof for its intended use, WES shall, before issuance of the Certificate of Acceptance – Project Final Completion, complete or correct such item upon notification by the Customer. In such case, WES shall then submit a request for another inspection by the Customer to determine Substantial Completion.

When the Work or designated portion thereof is substantially complete, WES will prepare a Certificate of Substantial Completion which shall establish the date of Substantial Completion, shall establish responsibilities of the Customer and WES for security, maintenance, heat, utilities, damage to the Project and insurance, and shall fix the time within which WES shall finish all items on the Punch List accompanying the Certificate. Warranties required by the ESPC Documents shall commence on the date of Substantial Completion of the Project or designated portion thereof unless otherwise provided in the Certificate of Substantial Completion. The Certificate of Substantial Completion shall be submitted to the Customer for their written acceptance of responsibilities assigned to them in such Certificate.

(5) Substantial Completion Payment. Upon Substantial Completion acceptance, the Customer shall make payment of retainage applying to such Work or designated portion thereof within the time provided in Section 4.3 of the Contract. Such payment shall be reasonably adjusted to reflect the dollar value of Work that is incomplete or not in accordance with the requirements of the ESPC Documents.

(6) Project Final Completion and Payment. After WES’s completion of all Punch List items, Project closeout requirements, and upon receipt of written notice that the Project is ready for final inspection and acceptance and upon receipt of a Final Application for Payment, the Customer will make such inspection within seven (7) days and, when the Customer finds the Project acceptable under the ESPC Documents and the Contract fully performed, the Customer will execute and issue the Certificate of Acceptance within two (2) days from the final inspection and pay the entire balance found to be due to WES as stated in the Final Application for Payment within the time provided in Section 4.3 of the Contract.

(c) Failure of Payment. If the Customer does not pay WES within five (5) days after the date established in Section 4.3 of the Contract, then WES may, upon written notice to the Customer, stop the Work until payment of the amount owing has been received. The Contract Time shall be extended appropriately, and the Contract Sum shall be increased by the amount of WES’s reasonable costs of shut-down, delay and start-up, plus interest.

SCHEDULE C

INSURANCE REQUIREMENTS

INSURANCE

1. Time for Compliance. WES shall not commence Work under this Contract until it has provided evidence satisfactory to the Customer that it has secured all insurance required under this section. In addition, WES shall not allow any subcontractor to commence work on any subcontract until it has provided evidence satisfactory to the Customer that the subcontractor has secured appropriate insurance.

2. Types of Insurance Required. As a condition precedent to the effectiveness of this Contract for Work to be performed hereunder, and without limiting the indemnity provisions of the Contract, WES, in partial performance of its obligations under such Contract, shall procure and maintain in full force and effect during the term of the Contract the following policies of insurance. If the existing policies do not meet the insurance requirements set forth herein, WES agrees to amend, supplement or endorse the policies to do so.

(A) Commercial General Liability: Commercial General Liability Insurance which affords coverage at least as broad as Insurance Services Office “occurrence” form CG 0001, or the exact equivalent, with limits of not less than \$1,000,000 per occurrence and no less than \$2,000,000 in the general aggregate. Defense costs shall be paid in addition to the limits. The policy shall contain no endorsements or provisions (1) limiting coverage for contractual liability; (2) excluding coverage for claims or suits by one insured against another (cross-liability); or (3) containing any other exclusion(s) contrary to the terms or purposes of this Contract.

(B) Automobile Liability Insurance: Automobile Liability Insurance with coverage at least as broad as Insurance Services Office Form CA 0001 covering “Any Auto” (Symbol 1), or the exact equivalent, covering bodily injury and property damage for all activities with limits of not less than \$1,000,000 combined limit for each occurrence.

If WES does not own any company vehicles or may not be able to purchase a Business Automobile Insurance Policy, the requirement may be satisfied by providing either of the following: (1) a Personal Automobile Liability policy for WES’s own vehicle stipulating “Automobile Liability Insurance with a limit of not less than \$1,000,000 each accident”; and (2) a non-owned auto endorsement to the Commercial General Liability policy if WES uses vehicles of others (e.g., vehicles of employees).

(C) Workers’ Compensation: Workers’ Compensation Insurance, as required by the State of California and Employer’s Liability Insurance with a limit of not less than \$1,000,000 per accident for bodily injury and disease.

(D) Professional Liability (Errors & Omissions): Professional Liability insurance or Errors & Omissions insurance appropriate to WES’s profession with limits of not less than \$1,000,000 per claim. and \$2,000,000 annual aggregate. Covered professional services shall specifically include all Work to be performed under the Contract and delete any exclusions that may potentially affect the Work to be performed (for example, any exclusions relating to lead, asbestos, pollution, testing, underground storage tanks, laboratory analysis, soil work, etc.). If coverage is written on a claims-made basis, the retroactive date shall precede the effective date of the initial Contract and continuous coverage will be maintained or

an extended reporting period will be exercised for a period of at least three (3) years from termination or expiration of this Contract.

(E) Builders All-Risk Insurance: WES, at Customer's expense, shall maintain "All Risk Insurance" for all Equipment, and property obtained by or for WES which is to become a part of the Work while such Equipment and property is stored at the job site, at temporary locations, or while in transit to the Project from such temporary locations. WES shall also be responsible for insuring subcontractors' owned, rented, or borrowed equipment.

(F) Additional Insured: Customer 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 Customer, its elected or appointed officers, officials, employees, agents, and volunteers. Any insurance maintained by Customer, including any self-insured retention Customer 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 WES's policy shall be primary and non-contributory and will not seek contribution from Customer's insurance or self-insurance and shall be at least as broad as CG 20 01 04 13.

(G) Deductibles and Self Insured Retentions: All self-insured retentions (SIR) must be disclosed to Customer's Risk Management for approval and shall not reduce the limits of liability. At the option of Customer, either: the insurer shall reduce or eliminate such deductibles or self-insurance retention as respects Customer, its officers, officials, agents, employees and volunteers; or WES 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 Customer. Customer 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.

3. Waiver of Subrogation. All policies of Commercial General Liability and Automobile Liability insurance shall specifically allow WES or others providing insurance evidence in compliance with these specifications to waive their right of recovery prior to a loss. WES hereby waives its own right of recovery against Customer, its officials, officers, employees, agents, and volunteers, and shall require similar written express waivers and insurance clauses from each of its subconsultants.

4. Evidence of Insurance. WES, concurrently with the execution of the Contract, and as a condition precedent to the effectiveness thereof, shall deliver either certified copies of the required policies, or original certificates on forms approved by Customer, together with all endorsements affecting each policy. Required insurance policies shall not be in compliance if they include any limiting provision or endorsement that has not been submitted to Customer for approval. The certificates and endorsements for each insurance policy shall be signed by a person authorized by that insurer to bind coverage on its behalf. At least fifteen (15) days prior to the expiration of any such policy, evidence of insurance showing that such insurance coverage has been renewed or extended shall be filed with Customer. If such coverage is cancelled or reduced and not replaced immediately so as to avoid a lapse in the required coverage, WES shall, within ten (10) days after receipt of written notice of such cancellation or reduction of coverage, file with Customer evidence of insurance showing that the required insurance has been reinstated or has been provided through another insurance company or companies.
5. Failure to Maintain Coverage. In the event any policy of insurance required under this Contract does not comply with these specifications or is canceled and not replaced immediately so as to avoid a lapse in the required coverage, Customer has the right but not the duty to obtain the insurance it deems necessary and any premium paid by Customer will be promptly reimbursed by WES or Customer will withhold amounts sufficient to pay premium from WES payments. In the alternative, Customer may cancel this Contract effective upon notice.
6. Acceptability of Insurers. Each such policy shall be from a company or companies with a current A.M. Best's rating of no less than A- VII and authorized to transact business of insurance in the State of California, or otherwise allowed to place insurance through surplus line brokers under applicable provisions of the California Insurance Code or any federal law.
7. Enforcement of Contract Provisions (non-estoppel). WES acknowledges and agrees that actual or alleged failure on the part of Customer to inform WES of non-compliance with any requirement imposes no additional obligation on Customer nor does it waive any rights hereunder.
8. Requirements Not Limiting. Requirement of specific coverage or minimum limits contained in this Contract are not intended as a limitation on coverage, limits, or other requirement, or a waiver of any coverage normally provided by any insurance.
9. Insurance for subcontractors. WES shall include all subcontractors engaged in any Work for WES relating to this Contract as additional insureds under WES's policies, or WES shall be responsible for causing subconsultants to purchase the appropriate insurance in compliance with the terms of these Insurance Requirements, including adding Customer, its officials, officers, employees, agents, and volunteers as additional insureds to the subcontractor's policies. All policies of Commercial General Liability insurance provided by WES's subcontractors performing Work relating to this Contract shall be endorsed to name Customer, its officials, officers, employees, agents and volunteers as additional insureds using endorsement form ISO CG 20 38 04 13 or an endorsement providing equivalent coverage. WES shall not allow any subcontractor to commence Work on any subcontract relating to this Contract until it has received satisfactory evidence of subcontractor's compliance with all insurance requirements under this Contract, to the extent applicable. WES shall provide satisfactory evidence of compliance with this section upon request of Customer.

WORKER'S COMPENSATION INSURANCE CERTIFICATION

WORKERS' COMPENSATION DECLARATION

I hereby affirm under penalty of perjury one of the following declarations:

(ONE OF THE PARAGRAPHS BELOW MUST BE CHECKED)

____ I have and will maintain a certificate of consent from the California Labor Commission to self-insure for workers' compensation, as provided for by Section 3700 of the Labor Code, for the performance of the Work to be performed under this Contract.

____ I have and will maintain workers' compensation insurance, as required by Section 3700 of the Labor Code, for the performance of the Work to be performed under this Contract. My workers' compensation insurance carrier and policy number are:

Carrier _____

Policy Number _____

I certify that, in the performance of the Work under this Contract, I shall not employ any person in any manner so as to become subject to the workers' compensation laws of California, and I hereby agree to indemnify, defend, and hold harmless the City of Paramount and all of its officials, employees, and agents from and against any and all claims, liabilities, and losses relating to personal injury or death, economic losses, and property damage arising out of my failure to provide such worker's compensation insurance. I further agree that, if I should become subject to the workers' compensation provisions of Section 3700 of the Labor Code, I shall forthwith comply with those provisions.

WARNING: FAILURE TO SECURE WORKERS' COMPENSATION COVERAGE IS UNLAWFUL, AND SHALL SUBJECT AN EMPLOYER TO CRIMINAL PENALTIES AND CIVIL FINES UP TO ONE HUNDRED THOUSAND DOLLARS (\$100,000), IN ADDITION TO THE COST OF COMPENSATION, DAMAGES AS PROVIDED FOR IN SECTION 3706 OF THE LABOR CODE, INTEREST, AND ATTORNEY'S FEES.

Dated: _____, 2023 ____

_____ WES

By: _____

Title



EXHIBIT 1

FORM OF PERFORMANCE CONTRACT AMENDMENT

This Performance Contract Amendment (“**Amendment**”), dated as of the [XX] day of [XX] in the year [202X] (the “**Amendment Date**”) is incorporated into the accompanying Energy Savings Performance Contract dated the [XX] day of [XX] in the year [202X] (together with its Exhibits and Schedules, the “**Contract**”) for the following:

PROJECT: City of Paramount Water Meter Project, Carport Solar PV and EV at Public Works building located at 15300 Downey Ave and Rooftop Solar PV at Gym building located at 14400 Paramount Blvd.

THE CUSTOMER: The City of Paramount, 15300 Downey Ave, Paramount, CA 90723

THE CONTRACTOR: Willdan Energy Solutions, Inc. (“**WES**”)

WHEREAS, Customer and WES previously executed the Contract, pursuant to which WES performed an investment grade audit (“**IGA**”) of the Customer’s Premises and Infrastructure and presented Customer with recommendations (the “**Recommendations**”) for the implementation of certain energy, water or other operating cost saving measures and equipment and/or fee-producing infrastructure facilities, including estimated program costs and overall potential energy consumption savings; and

WHEREAS, WES delivered the Recommendations, on an arms’ length basis, to personnel of Customer with requisite technical training and experience, for those personnel to make judgments and determinations as to the desired scope of work; and

[For GC 4217.10 Energy Savings Projects: **WHEREAS**, in the Recommendations, WES identified potential energy and operational savings opportunities at Customer’s Facilities and estimated program costs to implement energy-efficiency- and energy-generation-measures and presented an overall potential energy cost and consumption savings for implementing those recommendations;

[**WHEREAS**, Customer has accepted the Recommendations and has determined that the anticipated cost to Customer to implement the energy-savings Project will be less than the anticipated cost to Customer for thermal, electrical, and other energy, together with anticipated operational, maintenance and other costs, that would have been consumed by Customer in the absence of the energy-savings Project, in compliance with California Government Code §§4217.10 through 4217.18; and

[**WHEREAS**, pursuant to California Government Code §4217.12, Customer held a regularly scheduled public hearing on [●], of which two weeks advance public notice was given regarding this Amendment and its subject matter; and

[**WHEREAS**, Customer has determined that entering into this Amendment to implement the Project is in the best interests of Customer and that California Government Code §4217.10 *et seq.* allows Customer to enter into this Amendment; and

WHEREAS, Customer has selected WES pursuant to a competitive negotiation process in which WES demonstrated its competence and qualifications for the studying, planning, design, developing, financing, construction, maintenance, rebuilding, improvement, repair, and operation of the Project;

WHEREAS, Customer’s process also specifically prohibited practices that could result in unlawful activity including, but not limited to, rebates, kickbacks, or other unlawful consideration, and specifically prohibited its employees from participating in the selection process when those employees have a relationship with WES that would subject those employees to the prohibition of California Government Code §87100;



WHEREAS, WES is duly licensed by the State of California to provide or enter into this Amendment to provide such services, and is willing and financially able to perform such services for Customer, all as more fully set forth herein;

WHEREAS, by adoption of Resolution No. [●] at the above-referenced meeting, Customer approved this Amendment and authorized its execution.

NOW THEREFORE, the Customer and WES hereby amend the Contract as follows.

TABLE OF SCHEDULES (the following Schedules are added by this Performance Contract Amendment):

Schedule 1-A Additional Responsibilities

Schedule 1-B Certificate of Substantial Completion

Schedule 1-C Certificate of Acceptance – Project Final Completion

Exhibit 1-1. CONSTRUCTION PHASE CONTRACT SUM

(a) Stipulated Sum.

(1) The Stipulated Sum shall be (\$12,658,773), subject to authorized adjustments as provided in the ESPC Documents. A detailed description of the components of this compensation is provided below.

(2) The Stipulated Sum is based upon the following alternates, if any, which are described in the ESPC Documents and are hereby accepted by the Customer:

(3) Unit prices, if any:

Exhibit 1-2. {CHANGES IN THE CONSTRUCTION PHASE CONTRACT SUM:

Changes to the Contract Sum are warranted for, but are not limited to: Hazardous Substances, additions or modifications to the Scope of Work, and Differing Site Conditions, each as defined in this Performance Contract Amendment. All additional costs associated with these items shall be the responsibility of Customer.

Exhibit 1-3. CONTRACT TIME

(a) Date of commencement of construction will be based on the date of execution of this contract.

(b) The estimated contract duration is 352 calendar days from the date of commencement of construction.

(c) The anticipated Energy Savings Guarantee Commencement Date is the date of final completion.

(d) Weather disruptions, availability of necessary equipment, remediation of hazardous materials, and other delays beyond the control of WES shall not count toward the construction timeframe in this Exhibit 1-3.

Exhibit 1-4. SCHEDULE OF VALUES

WES will prepare and submit a complete schedule of values along with initial Application for Payment. Projects listed as line items in the Schedule of Values will be treated as individual Projects for the purposes of Progress Payments, Substantial Completion, Project Final Completion, and withholding of retention amounts.

Exhibit 1-5. CONSTRUCTION SCHEDULE

To be determined.

Exhibit 1-6. INFORMATION UPON WHICH AMENDMENT IS BASED

The Contract Sum and Contract Time set forth in the Performance Contract Amendment are based on the following:

(a) Scope of Work. The finalized scope of work to be performed under the original Contract is revised and clarified as set forth in this Performance Contract Amendment as follows:

(1) ECM #1: Advanced Metering Infrastructure (AMI) System Upgrade

(A) WES will install new water meters, dispose of existing meters, install a cellular base Advanced Metering Infrastructure (“**AMI**”) system, perform commissioning and integration of the network, software, and billing system, and provide training to Customer staff.

Meter Replacements & Cellular Hardware

The quantities and sizes of meters to be replaced are as follows:

METER SIZE	QTY	METER REPLACEMENT TYPE	
5/8”	5,805	Zenner	Ultrasonic
3/4”	75	Zenner	Ultrasonic
1”	736	Zenner	Ultrasonic
1 1/2”	243	Zenner	Ultrasonic
2”	593	Zenner	Ultrasonic
3”	21	Honeywell Elster Q4	Electromagnetic
4”	37	Honeywell Elster Q4	Electromagnetic
6”	6	Honeywell Elster Q4	Electromagnetic
8”	5	Honeywell Elster Q4	Electromagnetic
10”	2	Honeywell Elster Q4	Electromagnetic
Total	7,516		

QTY	CELLULAR HARDWARE
7,516	AquaCell Cellular Endpoint with Nicor Connector
7,516	AquaHawk Cellular Data Package and Customer Engagement Portal (20 Years)

Quantities are based on the count of active accounts, by meter size, in Customer’s latest utility rate study. Based on information from Customer, differences in quantities or size will be addressed through use of contingency or change order.

Project Planning and Support

- Project will be completed in a single mobilization, pending availability of all materials.
- WES and Customer will jointly develop a schedule for executing the Project.
- Call center support, dispatch, and appointment setting, where applicable, with online appointment support.

- 24-hour answering service with emergency after-hours dispatch during construction.
- On-site project management, including weekly reporting on data collected from the Work Order Management System (WOMS), provided to Customer by WES personnel.
- WES & Customer will agree on a protocol to determine whether an RF-friendly lid will be installed, the lid will be drilled, or the lid will be left as-is.
- Prevailing wage payroll oversight.
- Programming of all meters to proper truncation.
- Provision of secure material storage containers, to be located on Customer provided property.

Installation of New Meters and Cellular Hardware

- Removal of existing meter and installation of like-for-like meter size.
- Installation of new rubber meter gaskets, nuts and bolts, if necessary.
- Installation of meters 3" or larger includes right-sizing between the existing flanges for that meter and size.
- Installation of up to 2,352 new RF-friendly lids at 3/4" or 5/8" meter locations, 74 at 1" meter locations, 24 at 1 1/2" meter locations, and 59 at 2" meter locations.
- Removal of all job-related debris.
- Collection, tagging, and temporary storage of replaced meter in a way that provides Customer opportunity to retrieve a given meter. Upon Customer authorization, but no later than Final Completion of the Project, WES will recycle replaced meters. The value of the recycled material will be determined by WES and returned to Customer, after subtracting any costs incurred for incremental meter testing as required by the Performance Guarantee.
- Drilling of up to 376 cast iron lids and 376 plastic lids. WES and Customer will jointly define which lids will be selected for drilling based on cellular reception and inability to replace with an RF-friendly lid due to environmental circumstances.
- Restoration of site to preexisting conditions, if necessary.
- QA will be performed on meter functionality, cellular reception, and other performance factors within 48 to 72 hours of installation.
- Adherence to EPA guidelines regarding services with lead pipe material and parts.

Work Order Management System (WOMS)

The following will be recorded in the WOMS during installation activities, and provided to Customer either directly by WES personnel and/or through Customer's direct access to WOMS portal:

- During installation, WES personnel will collect, the following at a minimum, at each location, and record it in the WOMS:
 - Before and after pictures.
 - Existing meter numbers – the physical number printed on the meter, if visible, and the associated meter number from the billing system as provided by Customer.
 - Final read – the numerical reading displayed on the meters register, which will also be photographed. As noted in Customer Requirements, this read may vary from the final read shown in Customer's billing system. Within the weekly WOMS report to Customer, variances in the final read recorded and the cumulative final read shown in Customer billing system will be identified.
 - New meter number – the manufacturer serial number printed on the meter.
 - New meter size.
 - IMEI number – also known as the radio serial number, this is the serial number of the cellular unit attached to the meter.

- New meter read – the initial reading of a new meter may be greater than zero due to manufacturer testing protocols.
- GPS coordinates.
- Digital photographs of exceptions identified in the field.

Software, Reading, Billing Integration, and Training

- After a meter and cellular device has been installed, WES shall ensure that a reading is provided to Customer in time for those specific meters reading and/or billing cycle.
- WES oversee all data integration between the meter, cellular system, and Customer billing system.
- Data formatting to allow for automatic uploading in utility billing system.
- Training shall be provided to the Customer's operations, billing, and finance functions to ensure understanding of the systems capabilities, troubleshooting, and for efficient operation.

Customer Requirements

- WES assumes that the Customer will allow installation of all water meters.
- Providing WES, its subcontractors, and its agents reasonable and safe access to all facilities and properties that are subject to the Work and/or M&V Services.
- Provide WES with access to any service line mapping that Customer may have available.
- Coordinate with WES on appropriate customer notifications.
- Review with WES any troubled accounts that may require public safety officials' involvement in scheduling and/or performance of Work.
- During pre-product delivery – the period between Notice-to-Proceed and installation activities – Customer will provide WES a CSV or excel document with account data exactly as shown in the billing system, including but not limited to street addresses, location/premise ID's, account numbers, assigned meter numbers in the billing system, and, if available, meter manufacturer serial numbers, of meters to be replaced in the quantities as shown in the table above. This data is required to be incorporated into the WOMS, to both plan and direct installation activities as well as ensuring the WOMS can provide required installation data back to the Customer.
- Provision of sufficient space on a centrally located property for storage of materials and equipment, including but not limited to secure material storage containers.
- Provision of vehicle parking and staging area.
- Make an emergency, and regular operations, protocol available to WES, in the event of need for isolation of utility system.
- Scheduling shutdowns, downtimes, and relocation of any installation.
- Provision of traffic safety during installation as applicable to California safety standards.
- In the first ninety (90) days of installation, Customer agrees to allow WES to review all billing data from the cellular system prior to upload into the billing system and issuing of bills to end-users, assuming that such review is not unreasonably withheld.
- Customer is responsible for retiring existing meters from Customer billing system, and the data to support this will be provided by WES in batch files, specifically including the account identifiers, exchanged meter number and final read.
- Customer recognizes that the final read shown on a replaced meter may vary from the cumulative final read in Customer's billing system. Using the WOMS report and recorded variances, WES will provide Customer with a final read reconciliation. Customer is responsible to incorporate this final read reconciliation into the retirement of the existing meter.
- Properly maintain cellular web portal and data affecting the Performance Guarantee.



- Providing the utility bills, reports, and similar information reasonably necessary for administering WES's obligations under the Performance Guarantee within five (5) days of Customer receipt and/or generation or WES's request.
- Providing and maintaining access to all data within the Customer's cellular web portal during the term of the Performance Guarantee.
- Promptly notifying WES of any change in use or condition or any other matter that may impact the Performance Guarantee.
- Ongoing care and maintenance of the utility system, including all meters, AMI equipment and systems, meter boxes, and meter vaults at or above manufacturers' specifications and recommendations

(2) ECM #2: Solar PV

(A) This Work is to be performed at the following buildings:

(i) City of Paramount Public Works

(A) 148 kWdc Fixed-tilt carport canopy structure

(ii) City of Paramount Park/Gym Building

(A) 91 kWdc Fixed-tilt roof mount solar.

(B) Solar Photovoltaic (PV) System

(i) All necessary equipment, and temporary protection to meet project schedule.

(ii) Trenching or boring as required for electrical and communication wire in conduit, including patching, backfill and repair.

(iii) Furnish and install a solar photovoltaic system that satisfies the project requirements.

(iv) Obtain necessary design approvals and permits required for the Customer & the AHJ.

(v) Furnish and install all mechanical mounting equipment necessary for a complete system installation.

(vi) Furnish and install all control system wiring and all electrical distribution wiring.

(vii) Furnish and install equipment required for proper grounding.

(viii) Furnish and install all solar panels and inverters required for system design.

(ix) Furnish and install all DC and AC wiring, conduit and equipment.

(x) Assumed load side bus tap with no electrical infrastructure upgrades.

(xi) Furnish and install balance of system equipment required for system design.

(xii) Design, furnish and install array lighting for canopy systems and integrate into existing lighting controls to be compliant with CA Title 24

(xiii) Test and commission all installed solar PV systems.

(xiv) Provide demonstration of system operation to owner.

(xv) Provide system operating and maintenance training to owner.

(xvi) Install Data Acquisition System (DAS) that monitors all solar PV performance and provide remote access to Owner

(xvii) Cleanup and removal of debris.

(xviii) Inclusion of 1-year workmanship warranty.

(xix) Inclusion of a 3-year O&M and yearly cleaning contract.

(C) Solar Photovoltaic (PV) Structures

(i) Height at low side of canopies will be 13'6".

(ii) All necessary equipment, and temporary protection to meet project schedule.

(iii) Furnish all labor, material, excavation, reinforcement and conveyance to set acceptable concrete foundations/footings for the solar canopies and ground-mount arrays. Foundation depths are covered in this pricing to an assumed 10-12 feet. Depth of foundations will be finalized upon completion of geotechnical survey and structural design.

(iv) Furnish and install all required racking hardware with associated positive attachments required per regional seismic code.

(v) Furnish and install all hardware for mounting equipment necessary for a complete system installation.

(vi) Cleanup and removal of debris.

(3) ECM #3: Electric Vehicle Chargers

(A) This Work is to be performed at the following buildings:

(i) Public Works Building

A. EVCS size: One Terra 180 kW DCFC with two charging ports and will be adjacent to the existing chargers

(B) EV Charger Installation

(i) All necessary equipment, and temporary protection to meet project schedule.

(ii) Fully design and specify EV charging stations (EVCS) that satisfies the project requirements.

(iii) Obtain necessary design approvals and permits required for the Customer and the AHJ.

(iv) Furnish and install all mechanical mounting equipment necessary for a complete system installation.

- (v) Furnish and install all control system wiring and all electrical distribution wiring.
- (vi) Assumed load side bus tap with no electrical infrastructure upgrades.
- (vii) Furnish and install equipment required for proper grounding.
- (viii) Furnish and install all EVCS required for system design.
- (ix) Test and commission all installed EVCS.
- (x) Provide demonstration of system operation to owner.
- (xi) Provide system operating and maintenance training to owner.
- (xii) Cost includes 1 year of networking
- (xiii) Cleanup and removal of debris.

(4) Work Excluded.

(A) General.

- (i) Sales taxes are excluded from the Project. Customer will assist WES in securing Project exemption certificate.
- (ii) Specific areas of the building not included in Project scope.
- (iii) ADA related scope
- (iv) Landscaping beyond reseeding of damaged or disturbed earth.
- (v) Integration or modification of security access controls and surveillance system. (Especially relevant when modifying entrances)
- (vi) Electrical infrastructure upgrades
- (vii) Transformer upgrades
- (viii) Electrical panel, switchboard, and service upgrades
- (ix) Cutting, trenching, and patching concrete over 6" thick
- (x) Temporary power

(B) Advanced Metering Infrastructure

- (i) Additional installation beyond the above quoted quantities and sizes.
- (ii) Re-plumbing of meter connections. Installations assume like-for-like meter exchanges.
- (iii) Any plumbing of meter sets not identified on Scope of Work will be an additional charge on time and material basis.

(iv) Replacement of angle stops for valves being retrofitted, repair or replacement of inoperable check valves, except in cases in which Customer elects to utilize Plumbing Allowance.

(v) Repair or replacement of any Work or material damaged due to vandalism.

(vi) Any existing water line damage before the meter valve will be the responsibility of the Customer.

(vii) Any parts and labor required to repair damaged upstream line will be the responsibility of the Customer.

(viii) Any parts required to repair existing damaged line will be the responsibility of the Customer. If damage is fault of WES, this repair will be made at WES cost.

(ix) Any water line damage before the meter valve will be the responsibility of the Customer.

(x) Repair or correction of any pre-existing code violations.

(xi) Repair of any plumbing breaks due to corrosion or poor maintenance will be additional charge.

(xii) Replacement of any vaults or lids beyond the quantities indicated as included in the Scope of Work will be an additional cost to Customer.

(xiii) Installation of check valves or other back flow valves.

(xiv) Any concrete or sidewalk repairs.

(C) ECM #2: Solar PV

(i) Utility-required infrastructure upgrades resulting from interconnection study.

(ii) Fees for Data Acquisition System after year 3 are excluded

(iii) Grading, curb and gutter work beyond the canopy

(iv) Tree removal

(v) Rock excavation, dewatering or unforeseen concealed subterranean conditions when placing foundations or boring/trenching

(vi) Concealed earth problems: soil contamination, soft soil, shallow hard rocks or presence of boulder.

(vii) Modifications to existing conditions not directly included in this scope of work

(viii) Structural upgrades to the gym roof

(b) Drawings.

(1) The Scope of Work defined in Exhibit 1-6(a) supersedes any scope defined in the Drawings and Specifications. The Drawings and Specifications are provided to provide layout, quantities and general quality of equipment and materials to be incorporated in the Project.

Number	Title	Date

(c) Specifications.

(1) The Scope of Work defined in Exhibit 1-6(a) supersedes any scope defined in the Drawings and Specifications. The Drawings and Specifications are provided to provide layout, quantities and general quality of equipment and materials to be incorporated in the Project.

Number	Title	Date

(d) Allowances and Contingencies.

(1) Allowances.

(A) Customer's Allowance: \$40,000.00

The plumbing allowance for this project is to be reserved for typical small repairs, as needed during the installation time, that are not the fault of WES. The allowance will be tracked separately and any excess funds after the conclusion of the project will be returned to Customer. Customer will be responsible for repairs that exceed the allowance.

During production plumbing work, breaks and other issues will occur. To diminish the time that any end-user would be without water due to shut-off, and to maintain the installation schedule, WES will be prepared to make certain repairs at the installation site. WES will maintain a log of all such "ad-hoc" site-installation repairs, which will be reviewed weekly with Customer, at which point a determination will be made on whether the cost will be applied to the plumbing allowance or as a separate time and material change order.

The following scopes of work can optionally be funded out of the Plumbing Allowance, and will be jointly agreed to by WES and Customer, including how it will be allocated:

- Over the duration of the project, some service locations may be turned back to the Customer for repair if the meter service is deemed "inaccessible." Once the repair is made by the Customer, WES will return and install the new meter and AMI transmitter using normal installation techniques. "Inaccessible" is:
 -
 - Location where a faulty valve prevents WES from shutting off the water to the facility.

- Location where the meter flange or coupling is located outside of the meter pit.
- Locations that cannot be reached, requiring the lid ring and/or meter pit to be removed.
- Meters where the Customer's end-user prevents WES from accessing the meter.
- Services turned back to the Customer for repairs/remedy are assumed to be corrected in a timely fashion. If corrections are not made, it is assumed the required metering products (meter, register, and transmitter) will be turned over to a representative of the Customer for installation at their convenience.
- Repair of any customer service lines within 16" of meter pit at WES expense, if damage was caused by WES personnel.
- Any preexisting condition that prevents WES personnel from replacing the meter will be documented and returned to the city for repair or repaired by WES, as an additional charge on a time and material basis. This includes, but is not limited to, corroded lines beyond serviceability.
- Pipe stands, straights, or other ancillary items not associated with right sizing between flanges for meters sized 3" or larger will be invoiced separately on a time and material basis.
- Any re-plumbing of meter sets will be an additional charge on time and material basis.

(2) Contingencies.

(A) Customer's Contingency: *Not Applicable*

(e) Deviations from the Performance Contract Program Requirements as identified in Schedule A-4:

NA

Exhibit 1-7. WES'S PERSONNEL, CONTRACTORS AND SUPPLIERS

(a) WES's key personnel are identified below:

(1) Superintendent.

To be determined.

(2) Project Manager(s).

To be determined.

(3) Others.

Exhibit 1-8. CONSTRUCTION SCHEDULE AND EQUIPMENT INSTALLATION; APPROVAL

(a) Construction Schedule. Construction and installation of Equipment by WES shall proceed throughout the Construction Period described in the detailed schedule of construction, which will be submitted to Customer following commencement of the Performance Contract Amendment. This schedule, set forth in Exhibit 1-5, will be updated throughout construction to reflect ongoing progress on the Project.

(b) Systems Startup and Equipment Commissioning. WES shall conduct a thorough and systematic performance test of each element and total system of the installed Equipment in accordance with the procedures specified in Schedule 1-A-1, and prior to acceptance of the Project by Customer. WES shall provide notice to the Customer of the scheduled test(s) and the Customer and/or its designees shall have the right to be present at any or all such tests conducted by WES and/or manufacturers of the Equipment. WES shall be responsible for correcting and/or adjusting all deficiencies in systems and Equipment operations that may be observed during system commissioning procedures.

Exhibit 1-9. EQUIPMENT WARRANTIES

EXCEPT FOR THE WARRANTIES PROVIDED IN THIS Exhibit 1-9, WES MAKES NO WARRANTIES IN CONNECTION WITH THE WORK PROVIDED UNDER THIS CONTRACT, WHETHER EXPRESS OR IMPLIED IN LAW, INCLUDING ANY IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE AND ANY IMPLIED WARRANTIES AGAINST INTELLECTUAL PROPERTY INFRINGEMENT. CUSTOMER WILL HAVE NO REMEDIES AGAINST EITHER WES OR ANY WES SUBCONTRACTOR OR VENDOR FOR ANY DEFECTIVE MATERIALS OR EQUIPMENT INSTALLED, EXCEPT FOR THE REPAIR OR REPLACEMENT OF SUCH MATERIALS OR EQUIPMENT IN ACCORDANCE WITH THE WARRANTIES INDICATED BELOW.

(a) WES covenants and agrees that all material and Equipment installed as part of this Contract will be new, in good and proper working condition and protected by appropriate written warranties covering the performance of parts and Equipment, which will be transferred to Customer upon substantial completion. WES further warrants that its workmanship provided hereunder, including its subcontractors' workmanship, will be free of material defects for a period of one (1) year from the date of Substantial Completion as indicated on the executed Certificate of Substantial Completion ("**WES Warranty**"). Notwithstanding the preceding sentence, the date the WES Warranty commences with respect to a specific piece or pieces of Equipment may be further defined in Schedule 1-B.

(b) Equipment and material warranties that exceed the WES Warranty period will be provided directly by the equipment and/or material manufacturers and such warranties will be assigned directly to Customer, after the one (1) year period. During the WES Warranty period, WES will be Customer's agent in working with the equipment and material manufacturers in resolving any equipment or material warranty issues. If any material defects are discovered within the WES Warranty period, WES, or WES's subcontractors, will correct its defects, and/or WES will work with the equipment or material manufacturer as Customer's agent to facilitate the manufacturer's correction of the equipment or material defect. Such warranty services will be performed in a timely manner and at the reasonable convenience of Customer. If a warranty issue arises on any equipment or material installed after the WES Warranty period, and the equipment or material has a warranty period that exceeds one (1) year, Customer will contact the manufacturer directly to resolve such warranty issues and Customer acknowledges that the manufacturer will have sole responsibility for such issues.

(c) The warranties in this Exhibit 1-9 expressly exclude any remedy for damage or defect caused by improper or inadequate maintenance of the installed equipment by service providers other than WES or its subcontractors, corrosion, erosion, deterioration, abuse, modifications or repairs not performed by an authorized WES subcontractor, improper use or operation, or normal wear and tear under normal usage. WES shall not be responsible for the cost of correcting a breach of warranty or defect to the extent that the manufacturer of the equipment that is the subject of a warranty hereunder does not honor its equipment warranty as a result of its termination of operations, insolvency, liquidation, bankruptcy or similar occurrence. Unless otherwise specified, all warranties hereunder, including without limitation those for defects, whether latent or patent, in design, engineering, or construction, will terminate one (1) year from the date of Substantial Completion; and thereafter, WES will have no liability for breach of any warranty or for any latent or patent defect of any kind pursuant to California Code of Civil Procedure §§337.1 and 337.15.

(d) Customer and WES have discussed the risks and rewards associated with this Project, as well as the Contract Sum to be paid to WES for performance of the Work. Customer and WES agree to allocate certain of the risks so that, to the fullest extent permitted by applicable law, WES's total aggregate liability to Customer and all third parties is limited to the Contract Sum for any and all injuries, damages, claims, losses, expenses, or claim expenses (including attorney's fees) arising out of this Contract from any cause or causes. Such causes include, but are not limited to, negligence, errors, omissions, strict liability, breach of contract, or breach of warranty.

Exhibit 1-10. TRAINING BY WES

WES shall conduct the training program described in Schedule 1-A-10 hereto. Such training must be completed prior to acceptance of the Equipment installation. WES shall provide ongoing training whenever requested by Customer with respect to updated or altered Equipment, including upgraded software. Such training shall be provided at no charge to the Customer.

Exhibit 1-11. PERMITS AND APPROVALS; COORDINATION

(a) Permits and Approvals. The Equipment and the operation of the Equipment by WES shall at all times conform to all applicable federal, state and local code requirements. Customer shall cooperate fully with WES in obtaining all necessary permits and approvals for installation of the Equipment. WES is responsible for obtaining and paying for all permits, except those permits to be issued by Customer itself. Customer will be responsible for obtaining and paying for annual operating permits and any approvals or exemptions required by CEQA. WES shall furnish copies of each permit or license which is required to perform the Work to the Customer before WES commences the portion of the Work requiring such permit or license. Customer is responsible for hiring and paying inspectors, and for fees associated with plan checks (including expedited plan checks), inspections, certifications, and utility interconnection(s), including any additional Work that may be required by the electric utilities as part of interconnection.

(b) Coordination During Installation. The Customer and WES shall coordinate the activities of WES's Equipment installers with those of the Customer, its employees, and agents. WES shall not commit or permit any act which will unreasonably interfere with the performance of business activities conducted by the Customer or its employees without prior written approval of the Customer.

Exhibit 1-12. LOCATION AND ACCESS

Customer shall provide sufficient space on the Premises for the installation and operation of the Equipment and shall take reasonable steps to protect such Equipment from harm, theft and misuse. Customer shall provide access to the Premises for WES to perform any function related to this Contract during regular business hours, or such other reasonable hours as may be requested by WES and reasonably acceptable to the Customer. WES's access to Premises to make emergency repairs or corrections as it may determine are needed shall not be unreasonably restricted by the Customer.

Exhibit 1-13. EQUIPMENT SERVICE

(a) Actions by WES. WES shall provide all service, repairs, and adjustments to the Equipment installed under terms of this Contract pursuant to Schedule 1-A-4. Customer shall incur no cost for Equipment service, repairs, and adjustments, except as set forth in the Compensation Schedule, *provided, however*, that if WES determines that the need for maintenance or repairs principally arises due to the negligence or willful misconduct of the Customer or any employee or other agent of Customer, WES may charge Customer for the actual cost of the maintenance or repair insofar as such cost is not covered by any warranty or insurance proceeds.

(b) Malfunctions and Emergencies. Customer shall use its best efforts to notify WES or its designee(s) within twenty-four (24) hours after the Customer's actual knowledge of the occurrence of: (i) any malfunction in the operation of the Equipment or any preexisting energy-related equipment that might materially impact upon any energy savings guaranteed by WES, (ii) any interruption or alteration to the

energy supply to the Premises, or (iii) any alteration or modification in any energy-related Equipment or its operation.

(c) Where Customer exercises due diligence in attempting to assess the existence of a malfunction, interruption, or alteration it shall be deemed not at fault in failing to correctly identify such conditions as having a material impact upon the guaranteed energy savings. Customer shall notify WES within twenty-four (24) hours upon its having actual knowledge of any emergency condition affecting the Equipment. WES or its designee(s) shall respond within twenty-four (24) hours to promptly proceed with corrective measures. Any telephonic notice of such conditions by Customer shall be followed within three (3) business days by written notice to WES from Customer. If Customer unreasonably delays in so notifying WES of a malfunction or emergency, and the malfunction or emergency is not otherwise corrected or remedied, such conditions will be treated as a Material Change (as defined herein) and the applicable provisions of Schedule 2-B shall be applied.

(d) Actions by Customer. Customer shall not move, remove, modify, alter, or change in any way the Equipment or any part thereof without the prior written approval of WES except as set forth in Schedule 1-A-5. Notwithstanding the foregoing, Customer may take reasonable steps to protect the Equipment if, due to an emergency, it is not possible or reasonable to notify WES before taking any such actions. In the event of such an emergency, Customer shall take reasonable steps to protect the Equipment from damage or injury and shall follow instructions for emergency action provided in advance by WES. Customer agrees to maintain the Premises in good repair and to protect and preserve all portions thereof, which may in any way affect the operation or maintenance of the Equipment.

Exhibit 1-14. STANDARDS OF COMFORT

NA

Exhibit 1-15. BONDS

Any and all performance and payment bonds obtained by WES for this Project shall specifically exclude coverage for those portions of the Contract or the Work pertaining to design services and any other part of this Contract and the ESPC Documents which do not relate specifically to construction management and supervision of Work for purchasing and installing of Equipment, or for work to be accomplished by the Customer.

Exhibit 1-16. OWNERSHIP

(a) Ownership of Existing Equipment. Ownership of the equipment and materials presently existing at the Premises at the time of execution of this Contract shall remain the property of the Customer even if they are replaced or their operation made unnecessary by Work performed by WES pursuant to this Contract. If applicable, WES shall advise the Customer in writing of all equipment and materials to be replaced at the Premises and the Customer shall within thirty (30) days designate in writing to WES which equipment and materials (other than Hazardous Substances (as defined herein), which will be the responsibility of Customer) should not be disposed of off-site by WES. It is understood and agreed by both Parties that the Customer shall be responsible for and designate the location and storage for any equipment and materials that should not be disposed of off-site. WES shall be responsible for the disposal of all equipment and materials (other than Hazardous Substances) designated by the Customer as disposable off-site in accordance with all applicable laws and regulations regarding such disposal. WES will not be responsible for the removal and/or disposal of any Hazardous Substances except as specified in the Scope of Work.

(b) New Equipment. All new Equipment or materials supplied to the Customer shall become the property of the Customer upon the earlier of installation or payment therefor. WES shall grant to the Customer a perpetual, irrevocable royalty-free license for any WES software or other WES intellectual

property rights necessary for the Customer to continue to operate, maintain, and repair the Equipment in a manner that will yield maximal energy consumption reductions.

IN WITNESS WHEREOF, and intending to be legally bound, the Parties hereto subscribe their names to this Performance Contract Amendment by their duly authorized officers as of the Amendment Date.

WES

CUSTOMER

Signed _____

Signed _____

Name _____

Name _____

Title _____

Title _____



SCHEDULE 1-A

ADDITIONAL RESPONSIBILITIES

{NOTE: this schedule is added by the Performance Contract Amendment. Retain the paragraph immediately below at the time originally issuing this contract (when entering into the IGA). All other content to be defined at the time of the Performance Contract Amendment}

[This Schedule is added as part of the Performance Contract Amendment]

Schedule 1-A-1. System Start-up & Commissioning. WES will perform start-up and commissioning services for all equipment installed.

Schedule 1-A-2. Operating parameters of installed equipment. WES will provide operating parameters in the Operation and Maintenance Manuals. These manuals will be provided to Customer prior to Project Final Completion.

Schedule 1-A-3. WES Maintenance Responsibilities. WES is not responsible for performance of any maintenance of equipment on the Premises.

Schedule 1-A-4. Customer Maintenance Responsibilities. Customer is required to perform all necessary maintenance as recommended by the manufacturer in the Operation and Maintenance manuals (to be provided upon Project Final Completion) for equipment installed as part of this Contract, as well as all additional equipment that will continue to operate in Customer facilities.

Schedule 1-A-5. Facility Maintenance Checklist. WES shall provide Customer with a complete facility maintenance checklist prior to the Acceptance of Project Final Completion.

Schedule 1-A-6. Customer Information Technology Responsibilities.

(a) Customer is responsible for providing a working WAN infrastructure connecting multiple buildings and configuring it for connecting new internet-based building control system, accessible via standard web-browser from inside and outside the Customer's network.

(b) Customer is responsible for providing network connection(s) (cables and switches), open ports and IP addresses for connection of building control system's web server to Customer's network for internet accessibility.

(c) Customer shall engage their IT representative familiar with the Customer's network to work with WES and its subcontractors to establish IP addresses and communications to assure proper operation of the building control system with the Customer's wide area network.

Schedule 1-A-7. Differing Site Conditions. The conditions at the site are the responsibility of the Customer regardless of whether or not they could be identified by an investigation or exploration conducted according to the professional standard of care. A "***Differing Site Condition***" is a subsurface, hidden, latent, or physical condition at a Project site/building not revealed by the site exploration, site investigation, or other information provided by the Customer and which cannot be reasonably anticipated. Special risks occur whenever engineering is applied to identifying site/building conditions. Even a comprehensive investigation, according to the professional standard of care, may not detect all subsurface or site/building conditions. WES shall not be liable for site/building conditions that could not be identified by such an investigation or exploration. Accordingly, the Customer agrees to indemnify, including all costs and fees, and hold WES harmless from all claims for Differing Site Conditions.

Schedule 1-A-8. Hazardous Substances.

(a) WES contemplates that it will not encounter any Hazardous Substances at the Premises, except as has been disclosed as a pre-existing condition by Customer prior to the Amendment Date.

However, any disclosure of Hazardous Substances that will affect the performance of the Work after the Amendment Date will constitute a valid basis for a Change Order.

(b) **“Hazardous Substances”** means (i) any hazardous, toxic, or dangerous wastes, substances, chemicals, constituents, contaminants, pollutants, and materials and any other carcinogenic, liquids, corrosive, ignitable, radioactive, reactive, toxic, or otherwise hazardous substances or mixtures (whether solids, liquids, gases) now or at any time subject to regulation, control, remediation, or otherwise addressed under Applicable Laws; (ii) any “hazardous substance” as defined by the Resource, Conservation and Recovery Act of 1976 (42 U.S.C. §6901 et seq.), as amended, and regulations promulgated thereunder; (iii) any “hazardous, toxic or dangerous waste, substance or material” specifically defined as such in 42 U.S.C. §9601 et seq., as amended and regulations promulgated thereunder; and (iv) any hazardous, toxic or dangerous waste, substance, or material as defined in any so-called “superfund” or “superlien” law.

Schedule 1-A-9. **Training Requirements.** WES will provide [●] hours of dedicated training prior to Project Final Completion to ensure proper understanding of installed systems. Additional training will be provided at no additional cost until Project Final Completion as deemed necessary by Customer and WES.

Schedule 1-A-10. **Trenching.** Pursuant to California Labor Code §6705, if the Work is a public work involving an estimated expenditure in excess of \$25,000 and includes the excavation of any trench or trenches five (5) feet or more in depth, WES will, in advance of excavation, submit to Customer and/or a registered civil or structural engineer, employed by Customer, to whom authority to accept has been delegated, a detailed plan showing the design of shoring, bracing, sloping, or other provisions to be made for worker protection from the hazard of caving ground during the excavation of such trench or trenches, which provisions will be no less effective than the current and applicable CAL-OSHA Construction Safety Orders. No excavation of such trench or trenches may be commenced until this detailed plan has been accepted by Customer or by the person to whom authority to accept has been delegated by Customer. Pursuant to California Labor Code §6705, nothing in this Schedule 1-A-11 imposes tort liability on Customer or any of its employees.

Schedule 1-A-11. **Subsurface Conditions.** Pursuant to California Public Contract Code §7104, if the Work is a public work involving digging trenches or other excavations that extend deeper than four (4) feet below the surface of the ground:

(a) WES will promptly, and before the following conditions are disturbed, notify Customer, in writing, of any:

(1) Material that WES believes may be material that is hazardous waste, as defined in California Health and Safety Code §25117, that is required to be removed to a Class I, Class II, or Class III disposal site in accordance with provisions of existing law;

(2) Subsurface or latent physical conditions at the site differing from those indicated by information about the site made available to WES before the Amendment Date;

(3) Unknown physical conditions at the site of any unusual nature, different materially from those ordinarily encountered and generally recognized as inherent in work of the character provided for in this Contract.

(b) Customer will promptly investigate the conditions and, if it finds that the conditions do materially so differ or do involve hazardous waste, and cause a decrease or increase in WES’s cost of, or the time required for, performance of any part of the Work will issue a Change Order under the procedures described in this Contract.

(c) If a dispute arises between Customer and WES, whether the conditions materially differ, or involve hazardous waste, or cause a decrease or increase in WES’s cost of, or time required for, performance of any part of the Work, WES will not be excused from any scheduled completion date provided for by this

Contract but will proceed with all Work to be performed under this Contract. WES will retain any and all rights provided either by contract or by law which pertain to the resolution of disputes and protests between the Parties.



SCHEDULE 1-B

CERTIFICATE OF SUBSTANTIAL COMPLETION

Project	Project Number:
From: WES	To (Customer): [CUSTOMER NAME]
[WES Address]	[Customer Address]
[WES Address]	[Customer Address]

PROJECT OR PORTION OF THE PROJECT DESIGNATED FOR PARTIAL OCCUPANCY OR USE SHALL INCLUDE:

Scope of Work A {Identify the Work, or portion thereof per the schedule of values, that is substantially complete}

The Work performed under this Contract has been reviewed and found, to the best of the Customer's knowledge, information, and belief, to be substantially complete. Substantial Completion is the stage in the progress of the Work when the Work or designated portion is sufficiently complete in accordance with the ESPC Documents so that the Customer can occupy or utilize the Work for its intended use. The date of Substantial Completion of the Project or portion designated above is the date of issuance established by this Certificate, which is also the date of commencement of applicable warranties required by the ESPC Documents, except as stated below:

{Identify warranties that do not commence on the date of Substantial Completion, if any, and indicate their date of commencement}

Warranty	Date	of
	Commencement	
Equipment A, if any		

CUSTOMER'S
REPRESENTATIVE

BY (Signature)

DATE OF ISSUANCE

A list of items to be completed or corrected is attached hereto. The failure to include any items on such a list does not alter the responsibility of WES to complete all Work in accordance with the ESPC Documents. Unless otherwise agreed to in writing, the date of commencement of warranties for items on the attached list will be the date of issuance of the final Certificate of Payment or the date of final payment.



The estimated cost of Work that is incomplete or defective: \$ 0.00

WES will complete or correct the Work on the list of items attached hereto within [] days from the above date of Substantial Completion:

WES

BY (Signature)

DATE

The Customer accepts the Work or designated portion as substantially complete and will assume full possession thereof on the above date of Substantial Completion. Customer assumes responsibility for security, maintenance, heat, utilities, damage to the Work and insurance.

CUSTOMER

BY (Signature)

DATE



SCHEDULE 1-C

CERTIFICATE OF ACCEPTANCE – PROJECT FINAL COMPLETION

This is to certify that a final inspection of the Project has been conducted jointly by WES and [CUSTOMER NAME], and that the Parties have determined that the Project has been fully completed in accordance with the ESPC Documents. All guarantees and warranties that have not commenced previously shall commence as of the date of completion below.

Customer accepts the Project as being fully completed and assumes all responsibility for the Premises. Customer will promptly record a notice of completion or notice of acceptance in the office of the county recorder in accordance with California Civil Code §9204. WES remains responsible for correcting errors and omissions discovered subsequent to the execution of this document and to respond to claims made under applicable warranties.

WES

CUSTOMER

Signed _____

Signed _____

Name _____

Name _____

Title _____

Title _____



EXHIBIT 2

FORM OF ENERGY AND WATER SAVINGS GUARANTEE¹

Exhibit 2-1. GUARANTEE PHASE CONTRACT SUM (Solar PV Scope)

(a) Customer shall pay WES annual payments for Guarantee Phase services in the amounts listed below, subject to Schedule B and any other applicable terms of this Energy and Water Savings Guarantee:

Year One through Three: \$0.00 (included in Construction Phase Contract Sum)

Year Four and Beyond: Pricing can be provided to continue M&V if desired.

(b) Customer may cancel the Guarantee Phase services on any anniversary of the commencement of Guarantee Services, or at the end of Customer's fiscal year. If Customer cancels these services, WES reserves the right to cancel the Energy and Water Savings Guarantee as outlined in this Exhibit 2.

Exhibit 2-2. CUSTOMER'S COMPLIANCE WITH FACILITIES MAINTENANCE CHECKLIST

(a) The Parties acknowledge and agree that WES has entered into this Contract in reliance upon the prospect of earning compensation, as set forth on Exhibit B and Exhibit 2-1.

(b) The Parties further acknowledge and agree that any guaranteed energy and water savings would not likely be obtained unless certain procedures and methods of operation designed for energy and water conservation shall be implemented and followed by Customer on a regular and continuous basis.

(c) Customer agrees that it shall adhere to, follow and implement the energy and water conservation procedures and methods of operation to be set forth in Schedule 1-A-5.

(d) Customer agrees that WES shall have the right once a month, with prior notice, to inspect the Premises to determine if Customer is complying, and has complied, with its obligations as set forth above in Exhibit 2-2(c). For the purpose of determining Customer's compliance, the checklist to be set forth on Schedule 1-A-6, as completed and recorded by WES during its monthly inspections, shall be used to measure and record Customer's compliance. Customer shall make the Premises available to WES for and during each monthly inspection and shall have the right to witness each inspection and the recordings on the checklist.

Exhibit 2-3. UPGRADING OR ALTERING CUSTOMER'S EQUIPMENT

(a) Subject to Customer's prior written approval, which shall not be unreasonably withheld, WES shall at all times have the right (but not the obligation) to change the Equipment, revise any procedures for the operation of the Equipment or implement other energy and water saving actions for the Premises, *provided that*:

(1) WES complies with the standards of comfort and services set forth in Schedule 1-A-3;

(2) such modifications or additions to, or replacement of, the Equipment, and any operational changes or new procedures, are necessary to enable WES to achieve the energy and water savings for the Premises; and

¹ NTD: Use only for savings guarantees for a building or facility. For water meter infrastructure guarantees, use Exhibit 3.



(3) any cost incurred relative to such modifications, additions or replacement of the Equipment, or operational changes or new procedures shall be the responsibility of WES.

(b) All modifications, additions or replacements of the Equipment or revisions to operating or other procedures shall be described in a supplemental Schedule(s) to be provided to the Customer for approval, which shall not be unreasonably withheld, *provided* that any replacement of the Equipment shall be new and have equal or better potential to reduce energy and water consumption for the Premises than the Equipment being replaced. WES shall update any and all software to be used in connection with the Equipment in accordance with the provisions of Section 10.1. All replacements of and alterations or additions to the Equipment shall become part of the Equipment described in the Scope of Work and shall be covered by the provisions and terms of Exhibit 1-9.

Exhibit 2-4. MATERIAL CHANGES

(a) Material Changes Defined. A Material Change shall include any change in or to the Premises, whether structural, operational or otherwise in nature which reasonably could be expected, in the reasonable judgment of WES, to increase or decrease annual energy and water consumption in accordance with the provisions and procedures set forth in Schedule 2-B, by at least 0.5% after adjustments for climatic variations. Actions by the Customer which may result in Material Change include but are not limited to the following:

- (1) manner of use of Premises by the Customer; or
- (2) hours of operation for the Premises or for any equipment or energy- and water-using systems operating at the Premises; or
- (3) permanent changes in the comfort and service parameters set forth in Schedule 1-A-3; or
- (4) occupancy of the Premises; or
- (5) structure of the Premises; or
- (6) types and quantity of equipment used at the Premises; or
- (7) modification, renovation or construction at the Premises; or
- (8) the Customer's failure to provide maintenance of or repairs to the Equipment in accordance with Schedule 1-A-5; or
- (9) any other conditions, other than climate, affecting energy and water use at the Premises.

(b) Reported Material Changes; Notice by Customer. The Customer shall use its best efforts to deliver to WES a written notice describing all actual or proposed Material Changes in the Premises or in the operation of the Premises at least thirty (30) days before any actual or proposed Material Change is implemented or as soon as is practicable after an emergency or unplanned event. Notice to WES of Material Changes caused by a bona fide emergency or other situation which precludes advance notification shall be deemed sufficient if given by the Customer within thirty (30) hours after having actual knowledge that the event constituting the Material Change occurred or was discovered by the Customer to have occurred.

(c) Unreported Material Change. In the absence of any Material Changes in the Premises or in their operations, the baseline energy and water consumption as set forth in Schedule 2-A should not change more than two percent (2%) during any month from the projected energy and water use for that month, after adjustments for changes in climate conditions. Therefore, if energy and water consumption for any month as set forth in Schedule 2-A deviates by more than two percent (2%) from the energy and water consumption of the same month of the preceding year after adjustments for changes to climatic conditions, then such deviation shall be timely reviewed by WES to ascertain the cause of deviation. WES shall report its findings

to the Customer in a timely manner and WES shall determine what, if any, adjustments to the baseline will be made in accordance with the provisions set forth in Schedule 2-B.

Exhibit 2-5. GUARANTEED ENERGY AND WATER SAVINGS

(a) International Performance Measurement and Verification Protocol Option B – Fully Measured Retrofit Isolation will be utilized to verify annual electric savings from the solar PV measure. WES guarantees 95% of the calculated energy savings and generation for a 3-year Guarantee Term. The Customer will save 385,020 kWh in Year 1. The solar PV generation is derated by 0.8% annually for Years 2 and 3 to account for normal degradation of the solar panels. The nearest physical weather station is Long Beach Daugherty Field. The total guaranteed savings for years 2 and 3 are shown below:

Year 2	381,940 kWh
Year 3	378,884 kWh

Exhibit 2-6. Savings Reporting and Reconciliation. No more than eighteen (18) months following Project Final Completion, WES shall provide to Customer a savings report identifying the Actual energy and water savings achieved during the installation period as well as a period of twelve (12) consecutive months during this period following Project Final Completion. The total Actual energy and water savings and Energy and Water Savings Guarantee are defined as:

(a) Actual Energy or Water Savings = Construction Period Savings + Performance Period Savings x Guarantee Term

Where: Performance Period savings is savings from a period of twelve (12) consecutive months during the period following Project Final Completion

(b) Energy or Water Savings Guarantee = Annual Guarantee Amount x Guarantee Term

(c) In the event that the Actual Energy or Water Savings is in excess of the energy and water Savings Guarantee, the energy and water Savings Guarantee shall be deemed satisfied. No further tracking shall be conducted by WES, nor shall any additional services be performed.

(d) In the event that Actual energy and water savings falls short of the Energy and Water Savings Guarantee, WES shall reimburse Customer for the full amount of the difference between the Actual Energy and Water and the Energy and Water Savings Guarantee, as described in Schedule 2-B, for the consecutive 12-month period identified. In addition, WES shall, at its discretion, perform one of the following actions:

(1) Reimburse Customer for all remaining 12-month periods remaining in the Guarantee Term. The reimbursement for the remaining 12-month periods in the Guarantee Term will use an annual five percent (5%) discount rate to account for the present value of the funds being reimbursed.

(2) Continue to track savings for the 12 months immediately following the previous 12-month guarantee period. At the conclusion of this 12-month term Guarantee Term, WES shall provide to Customer a savings report identifying the Actual Energy and Water Savings achieved during the Term.

(A) In the event that the most recent Actual Energy and Water Savings is in excess of the Energy and Water Savings Guarantee, the Energy and Water Savings Guarantee shall be deemed satisfied. No further tracking shall be conducted by WES, nor shall any additional services be performed.

(B) In the event that additional savings above guarantee are achieved in any year during the guarantee period, these savings can be used to offset shortfalls in savings in other years. If WES has written a savings shortfall check to the Customer, and later Total Dollar Savings exceed the annual guarantee amount, Customer will reimburse WES up to the amount of WES's shortfall check, to the extent that the shortfall is made up by savings in excess of the guarantee.

(C) In the event that the most recent Actual Energy and Water Savings falls short of the Energy and Water Savings Guarantee, WES shall reimburse Customer for the full amount of the difference between the Actual Energy and Water and the Energy and Water Savings Guarantee for the consecutive 12-month period identified. In addition, WES shall, at its discretion, perform one of the actions described in Exhibit 2-6(d)(1) or Exhibit 2-6(d)(2) above.

Exhibit 2-7. Utility Rates Used to Calculate Savings. The utility rates listed in the table below will be used to determine:

(a) The amount of dollar savings achieved each year for purposes of measuring the program's performance relative to the Energy and Water Savings Guarantee and

(b) The dollar amount that WES shall compensate the Customer in the event that there is an Energy and Water shortfall

Table 1 – Blended Utility Rates used for determining Actual Energy Cost Savings

Program Year	Electric Rate
0	\$0.186 / kWh (Paramount Park)
	\$0.176 / kWh (Public Works)
Future Years	Year zero rate adjusted for current year's CPI or future year's actual rate, whichever is greater.

Exhibit 2-8. Requirements of Customer: To facilitate successful achievement of the Energy and Water Savings Guarantee, Customer agrees to:

(a) Provide utility data for the meters listed in Schedule 2-A to WES within thirty (30) days of receiving such information from utility providers. Failure to provide data within this timeframe shall void the Energy and Water Savings Guarantee.

(b) Provide WES access to all buildings covered under the Guarantee; all temperature control and energy management systems which control part or all of the buildings covered under the Guarantee; personnel with responsibility for operating and/or managing any of the above buildings; and construction documents, equipment inventories, and other documents that may be helpful in evaluating a cause for adjustment.

SCHEDULE 2-A

BASELINE ENERGY AND WATER CONSUMPTION

An accurate measurement of Baseline is necessary to facilitate accurate measurement and verification of the Energy and Water Savings Guarantee. Baseline conditions generally include physical, operational, and energy and water use data on the facility and systems. This Schedule identifies baseline performance and operating factors that influence energy and water consumption, and how their values will be determined through observations and measurements. The Schedule also demonstrates the calculated Baseline for the Customer's Premises. This Baseline shall be used to determine whether Actual Energy and Water exceeds or falls short of the Energy and Water Savings Guarantee.

Schedule 2-A-1. Solar PV at two sites:

- (a) M&V Option: IPMVP Option B – Fully Measured Retrofit Isolation
- (b) Applicable Locations. The following facilities will utilize this M&V methodology for the purposes of measuring PV Generation and applicable savings.
 - (1) Paramount Park
 - (2) Public Works Building
- (c) Definition of Baseline. The baseline is that set of parameters that describes the energy and power generation during the baseline year.
- (d) Energy Baseline Development. The baseline consumption of any new PV installation is considered to be the energy performance of the facility prior to the installation of this ECM. Sites with no prior PV installations have a baseline of zero production.



SCHEDULE 2-B

SAVINGS MEASUREMENT & CALCULATION FORMULAE METHODOLOGY TO ADJUST BASELINE

Schedule 2-B-1. Savings Measurement (IPMVP Option B):

(a) International Performance Measurement and Verification Protocol Option B verification techniques measure savings at a system level where key performance factors load and hours of use are directly measured.

(b) Solar PV: The solar production will be tracked utilizing the system portal. Production data cost impacts will be analyzed using the blended rate outlined in Table 1.

Schedule 2-B-2. Determination of Dollars Saved.

(a) Total Annual \$ Savings = \sum (Energy/Demand/Water Savings x Contractual Energy/Demand Rates)

Where:

Contractual Energy Rates = Utility rates defined in Table 1.

Schedule 2-B-3. Causes for Adjustment to the Baseline.

(a) Implicit in this measurement option is the necessity of identifying and accounting for the effects of changes to the facilities and conditions during the measurement period that are beyond the scope of the measures installed. During the measurement and verification period, all variables must have their energy impact accounted for if the true savings from the energy conservation measure is to be assessed. Following is a partial list of changes that will lead to adjusting the Baseline Energy and water consumption:

- (1) building additions
- (2) changes in operating hours
- (3) remodeling projects
- (4) changes in usage patterns
- (5) equipment replacements

(b) In the event that any change is made to the Customer's Premises that will impact energy and water consumption, Customer shall notify WES in writing of such change within 30 days. WES will utilize existing building models used to calculate Baseline Energy and water consumption to update that Baseline Energy and water consumption and determine the impact that any such change will have on Actual Energy and Water and present Customer a written analysis of the effects of the changes. Changes that are long-term or permanent will be reflected in a change to the Baseline Energy and water consumption. Temporary changes that affect energy and water use will be calculated and added to the corresponding month(s) Actual Energy and Water.

(c) Any changes made by WES to the Baseline Energy and water consumption or saving calculations shall be presented to Customer for approval. Customer shall have 30 days to protest recommended modifications in writing, after which time change will be considered accepted. If Customer protests any recommended modifications, Customer and WES will work together to establish mutually acceptable modifications based on accurate building models showing the impact of changes to facilities.

(d) Weather normalization will be employed to ensure that the impact of actual weather conditions is eliminated from the Energy and Water Guarantee calculations. Normalization shall not be utilized to the benefit of either Customer or WES, but shall be used solely for the purpose of accurately

accounting for the impact on Actual Energy and Water of the Scope of Work implemented in conjunction with this Contract.

(e) Solar production will be monitored monthly through solar PV monitoring infrastructure. Willdan will ensure system inverters and panels are operational. Annual production will be adjusted for differences from modeled solar irradiance and will take expected annual solar module degradation into account.

Schedule 2-B-4. Adjustments Methodology for Material Changes.

(a) For Adjustments necessitated by Material Changes, the following procedure shall be followed:

(1) Customer will notify WES of planned changes in building use or function.

(2) WES and Customer will review the changes planned and determine if these changes are likely to cause a change in energy and water use that would exceed the threshold limits defined in Exhibit 2-4. If the expected changes are less than the threshold, the effect will be ignored and no adjustment will be used.

(3) If the changes are expected to raise or lower energy and water consumption more than the threshold limits defined in Exhibit 2-4, the building will be sub-metered by Customer for both pre- and post-use change periods until the effect on energy has been determined.

(A) For changes to existing buildings that are metered, a linear regression will be performed to correlate heating- and cooling-degree days to the pre-change period's energy usage for the building, similar to the procedure performed to adjust the base year for weather. The post-change heating- and cooling-degree days will then be applied to the pre-change regression equation to determine what the post-change period's use would have been if no change had occurred. The difference between this use and the period's actual use will be, whether positive or negative, used as the adjustment, shown as term " M " in the equations in the Measurement and Adjustments Methodology section in this Schedule.

(B) If the entire effect of the change is independently sub-metered, such as the addition of a building on an existing utility service, the sub-metered energy and water use for that building for each guarantee period will be used to determine the baseline adjustment, shown as term " M " in the equations in the Measurement and Adjustments Methodology section in this Schedule.

(C) If the method for determining adjustment described in the previous paragraph is agreed to be not appropriate or too complex for a specific adjustment by the Customer and WES, Customer and WES will develop a separate measurement and verification (M&V) plan to track the effect of the building change.

(4) If the changes occur at a time when the impact would affect a fraction of that year's energy and water use for an existing building or system, the procedure described in the previous section will be performed separately for the year in which the change occurred and the subsequent year to accurately account for the effect of the change in both years. The subsequent year's adjustment will then be used for all future years.

Schedule 2-B-5. Adjustments for Mild Weather Season During Performance Period.

(a) For performance periods with mild weather season, WES may elect to normalize both the baseline and the Guaranteed Period Consumption for a specific utility to Typical Meteorological Year (TMY3) weather data available for download from the National Renewable Energy Laboratory.

(b) A mild weather season is defined as a heating or cooling season containing fewer heating or cooling degree days than a Typical Meteorological Year, evaluated using TMY3 weather data.

(c) The TMY3 weather data set will be for the weather station located at Long Beach Daugherty Field. If the actual solar irradiance varies substantially from the average TMY data used for the original savings calculation, the solar generation simulation will be updated using the actual irradiance values that occur during the performance period.

EXHIBIT 3

FORM OF ASSURED PERFORMANCE GUARANTEE – UTILITY METERS

PROJECT BENEFITS

A. Certain Definitions. For purposes of this Performance Guarantee, the following terms have the meanings set forth below:

Annual Project Benefits are the portion of the projected Total Project Benefits to be achieved in any one year of the Guarantee Term.

Annual Project Benefits Realized are the Project Benefits actually realized for any one year of the Guarantee Term.

Baseline is the mutually agreed upon data and/or usage amounts that reflect conditions prior to the installation of the Improvement Measures.

Guarantee Term will commence on the first day of the month next following the execution of the Certificate of Acceptance – Project Final Completion, and will continue through the duration of the M&V Services, subject to earlier termination as provided in this Performance Guarantee.

Improvement Measures are the measures set forth in Attachment A (Scope of Work).

Installation Period is the period beginning on WES's receipt of Customer's Notice to Proceed and ending on the commencement of the Guarantee Term.

M&V Services are the measurement and verification services set forth in Section 5 below.

Project Benefits are the increased access to billable consumption achieved by new meters calculated in accordance with the methodologies set forth in Section 3 below.

Total Project Benefits are the projected Project Benefits to be achieved during the entire term of this Performance Guarantee.

B. Project Benefits Summary. Subject to the terms and conditions of the Contract and this Performance Guarantee, WES guarantees that the Increased access to billable consumption will be achieved from improving the meter accuracy.

Customer acknowledges and agrees that if, for any reason, it (i) cancels or terminates receipt of M&V Services, (ii) fails to pay for M&V Services in accordance with Attachment B of the Contract, (iii) fails to fulfill any of its responsibilities necessary to enable WES to complete the Work and provide the M&V Services, or (iv) otherwise cancels, terminates or materially breaches the Contract or this Performance Guarantee, the Performance Guarantee shall automatically terminate, and WES shall no liability hereunder.

2. PERFORMANCE GUARANTEE

WES guarantees that the meters sold and installed pursuant to the Contract will meet the increased access to billable consumption guaranteed set forth in Section 4 below. The accuracy of the meters shall be determined in accordance with the warranty information provided by the meter manufacturer.

3. MEASUREMENT AND VERIFICATION METHODOLOGY

Based upon WES's and Customer's investigation of the existing condition of certain of Customer's water meters, Customer has concluded that a significant percentage of such meters do not accurately measure billable consumption, and Customer is losing potential billable consumption revenue due to this inaccuracy. By replacing inaccurate meters with more accurate meters, it is expected that Customer will increase the



volume of water registered by such meters and thereby increase measured billable consumption, assuming the same consumption levels prior to and after the Work has been performed. Customer recognizes, however, that actual revenues may differ from billable revenues and that the amount of actual revenues achieved in future periods will depend on other factors besides improved meter accuracy, such as, by way of example, collections ratio, consumption, and water utility rates, among others.

IPMVP Option A will be utilized to demonstrate the improvement in accuracy of the newly installed meters compared to the pre-retrofit conditions. Under an Option A approach, measurements are taken to quantify accuracy of individual meters in both pre- and post-retrofit periods, and the revenue recovery will be estimated based on an average stipulated flowrate for each meter.

The pre-retrofit weighted average accuracy of meter sizes equal to 3/4" has been calculated by testing a representative sample of the meter population as set forth in Attachment A (Scope of Work). The pre-retrofit accuracy of meter sizes greater than 3/4" has been estimated based on the meter population set forth in Attachment A (Scope of Work). To adhere with Option A, an increase in billable consumption recovery check will be conducted at a 30% and 60% completion target to verify the expected billable consumption recovery is on track with expectations. If billable consumption recovery is off target during any of these milestone checks, the accuracy of the pre-retrofit meters greater than 3/4" will be measured.

Weighted average accuracy is based on the American Water Works Association (AWWA) guidelines as set forth in the Manual of Water Supply Practices - M6, Fourth Edition, Water Meters - Selection, Installation, Testing and Maintenance, ©1999 American Water Works Association, ISBN 1-58321-017-2, as the same may be updated or revised from time to time by AWWA. The post-retrofit accuracy of new meters will be tested using the same AWWA guidelines.

WES's guarantee relating to meters is limited solely to the increase in access to billable consumption on new meters, operating under normal conditions, in accordance with the meter warranty, which have been replaced pursuant to the Contract and are set forth in the table of meter sizes and quantities in Attachment A (Scope of Work). No guarantee, express or implied, is provided with respect to any other matters, including, without limitation, the following items (and the effects thereof):

- water system revenue
- water usage/consumption trends
- water rationing programs
- demographic and/or population shifts
- changes in the industrial or commercial base
- regulatory changes
- droughts, floods, rainfall, or other weather or climactic conditions
- water system pressure variations
- non-metered water usage
- failure to collect amounts due for billable consumption
- changes in monthly base charges, monthly allowable minimum base consumption, or monthly volume charges
- changes to water and sewer rate schedules
- water quality
- failure of the water system to meet governmental requirements
- improper maintenance or unsound usage of the Improvement Measures or any related equipment
- performance of automatic meter reading equipment

4. BASELINE CALCULATIONS & POST-RETROFIT INCREASED BILLABLE CONSUMPTION BENEFIT

Annual Water Consumption as provided by the Customer, using 2022 Budget Year Consumption and Revenue, as outlined in the 2023 Utility Rates Study and Staff Report published by the City.

Annual Billable Water Consumption (Gal/yr)	1,630,000,000
Annual Billable Water Consumption (kGal/yr)	1,630,000
Annual Billable Water Consumption (CCF/yr)	2,179,144
Weighted Average Improvement in meter accuracy (%)	8.0%
Increased access to Annual Billable Water Consumption (CCF/yr)	174,332
Blended Water Rate per CCF (\$/CCF)	\$4.54
Increase in Annual Water Revenue Recovery (\$/yr)	\$791,465

5. MEASUREMENT & VERIFICATION SERVICES

WES will provide the M&V Services set forth below in connection with the Performance Guarantee.

A. During the Installation Period, WES will measure and track Project Benefits. WES will report the measured Project Benefits achieved during the Installation Period to Customer within sixty (60) days of the commencement of the Guarantee Term.

B. Within sixty (60) days of each anniversary of the commencement of the Guarantee Term, WES will undertake the following activities to verify the project benefits set forth in the table shown in Section 4:

1. verify cellular reads match meter register reads
2. verify that utility tier rates match consumption data per account
3. verify revenue recovery per route
4. replace any damaged and/or inaccurate meters in the test set if damage and/or inaccuracy were caused by normal wear and tear (Customer shall be responsible to replace any damaged and/or inaccurate meters not in the test set, as set forth below, as well as those in the test set, to the extent damage and/or inaccuracy is caused by factors other than normal wear and tear).

C. Within sixty (60) days of the first, third, and optionally, the fifth, anniversary of the commencement of the Guarantee Term, WES will provide Customer with an annual report containing:

1. an executive overview of the project's performance and Project Benefits achieved to date;
2. a summary analysis of the Project Benefits accounting; and
3. a detailed analysis of the Project Benefits calculations.

6. GUARANTEE PHASE SERVICES

A. Facility Personnel Assistance. WES's commissioning group will assist Customer personnel in achieving the most efficient operation of Customer's Infrastructure. The commissioning group will remotely monitor the Infrastructure and will help identify potential problems as well as work with staff to enhance

and implement energy- and water-conservation programs. Customer will be responsible for the maintenance of all systems.

B. Savings Tracking and Reporting. WES will be responsible for the monthly tracking and monitoring of the Project and will provide ongoing assistance to Customer's staff. WES will provide an annual Measurement & Verification report. This report will detail annual increased access to billable consumption.

D. Cancellation. Customer may cancel the Guarantee Phase services on any anniversary of the commencement of Guarantee Services, or at the end of Customer's fiscal year. If Customer cancels these services, WES reserves the right to cancel the Performance Guarantee.

7. **GUARANTEE PHASE CONTRACT SUM**

Customer shall pay WES annual payments for Guarantee Phase services in the amounts listed below, subject to Attachment B and any other applicable terms of this Performance Guarantee:

Year One and Year Three:	\$0.00 (included in Construction Phase Contract Sum)
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Year Four (Optional):	Pricing can be provided to continue M&V if desired.
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Notes: The water meter M&V efforts for the water meter scope will be conducted in years one and three only.

Customer may cancel the Guarantee Phase services on any anniversary of the commencement of Guarantee Services, or at the end of Customer's fiscal year. If Customer cancels these services, WES reserves the right to cancel the Performance Guarantee as outlined in this Attachment B.

DECEMBER 12, 2023

RESOLUTION NO. 23:038

“A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PARAMOUNT AUTHORIZING AN EQUIPMENT LEASE/PURCHASE AGREEMENT WITH RESPECT TO THE ACQUISITION, FINANCING AND LEASING OF WATER METERS AND OTHER EQUIPMENT AND DELEGATING AUTHORITY TO NEGOTIATE AND EXECUTE DOCUMENTS REQUIRED IN CONNECTION THEREWITH, AND TO MEMORIALIZE THE OBLIGATION OF THE CITY’S WATER ENTERPRISE FUND TO PAY OR REIMBURSE THE CITY’S GENERAL FUND FOR ALL COSTS OF SUCH WATER METERS AND EQUIPMENT ADVANCED OR TO BE ADVANCED BY THE CITY’S GENERAL FUND”

MOTION IN ORDER:

READ BY TITLE ONLY AND ADOPT RESOLUTION NO. 23:038.

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

CITY OF PARAMOUNT
LOS ANGELES COUNTY, CALIFORNIA

RESOLUTION NO. 23:038

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PARAMOUNT AUTHORIZING AN EQUIPMENT LEASE/PURCHASE AGREEMENT WITH RESPECT TO THE ACQUISITION, FINANCING AND LEASING OF WATER METERS AND OTHER EQUIPMENT AND DELEGATING AUTHORITY TO NEGOTIATE AND EXECUTE DOCUMENTS REQUIRED IN CONNECTION THEREWITH, AND TO MEMORIALIZE THE OBLIGATION OF THE CITY'S WATER ENTERPRISE FUND TO PAY OR REIMBURSE THE CITY'S GENERAL FUND FOR ALL COSTS OF SUCH WATER METERS AND EQUIPMENT ADVANCED OR TO BE ADVANCED BY THE CITY'S GENERAL FUND

WHEREAS, the City of Paramount, a general law city duly organized and existing under the laws of the State of California (the "City"), is authorized by the laws of the State of California to acquire, finance and lease personal property for the benefit of the City and its inhabitants and to enter into contracts with respect thereto; and

WHEREAS, the City desires to acquire, finance and lease certain equipment consisting of new advanced water meters and related equipment (the "Equipment") for its water enterprise (the "Water Enterprise"); and

WHEREAS, to acquire the Equipment, the City proposes to enter into that certain Equipment Lease/Purchase Agreement (Escrow Account) (the "Lease Agreement") with Banc of America Public Capital Corp, a Kansas corporation, as lessor, (the "Lessor"), the form of which has been presented to the City Council at this meeting; and

WHEREAS, in connection with the Lease Agreement, the City proposes to enter into that certain Escrow and Account Control Agreement (the "Escrow Agreement") among the Lessor, the City, and Wilmington Trust, National Association, as escrow agent, to provide a mechanism for holding and applying the proceeds of the Lease Agreement to the acquisition and installation of the Equipment, the form of which has been presented to the City Council at this meeting; and

WHEREAS, the Lease Agreement will comply with the provisions of the City's Debt Management Policy, which policy was approved by Resolution No. 21:015 adopted by the City Council on June 8, 2021; and

WHEREAS, in accordance with Section 5852.1 of the California Government Code, the City has obtained and disclosed the information set forth in Appendix A hereto with respect to the financing of the Equipment; and

WHEREAS, the City Council deems it for the benefit of the City and for the efficient and effective administration thereof to enter into the Lease Agreement, the Escrow Agreement and the other documentation relating to the acquisition, financing and leasing of the Equipment on the terms and conditions therein and herein provided; and

WHEREAS, the City previously entered into an Enterprise Fund Installment Sale Agreement dated as of May 3, 2010, between the City and the California Infrastructure and Economic Development Bank (the "I-Bank"), and an Installment Sale Agreement dated as of May 1, 2018, between the City and the I-Bank (collectively, the "Installment Sale Agreements") to finance certain capital projects for the Water Enterprise; and

WHEREAS, the City's payment obligations under the Installment Sale Agreements are secured by a pledge of and first lien on all of the Net System Revenues (as defined in the Installment Sale Agreements), which generally consist of all of the revenues of the Water Enterprise less the costs of operating and maintaining the Water Enterprise as further described in the Installment Sale Agreements;

WHEREAS, because the Equipment represents a Water Enterprise undertaking, the City Council also desires to establish its determination that the Finance Director will undertake to budget for each fiscal year such amounts as are necessary from the Water Enterprise to pay the costs of the financing relating to the Equipment over the life of the Lease Agreement, including rental payments due thereunder, and any other costs of financing the Equipment, provided, however, that all such amounts shall be payable from the Water Enterprise on a basis subordinate to the City's obligations under the Installment Sale Agreements;

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

SECTION 1. Findings and Determinations. It is hereby found and determined that the terms of the Lease Agreement, in the form presented to the governing body of Lessee at this meeting, are in the best interests of the Lessee for the acquisition, financing and leasing of the Equipment.

SECTION 2. Approval of Lease Agreement. The form, terms and provisions of the Lease Agreement are hereby approved in substantially the form presented to this meeting, and on file with the City Clerk, with such insertions, omissions and changes as shall be approved by the City Manager, the Finance Director or the Director of Public Works of the City (each an "Authorized Officer"), acting alone, the execution of such documents being conclusive evidence of such approval; and each Authorized Officer, acting alone, is hereby authorized and directed to execute (in writing or electronically), and each Authorized Officer, acting alone, is hereby authorized and directed to attest, if applicable, the Lease Agreement and any related Exhibits attached thereto and to deliver the Lease Agreement (including such Exhibits) to the respective parties thereto; provided, however, that, (a) the aggregate amount of the principal components of the rental

payments payable under the Lease Agreement shall not exceed \$13,000,000, (b) the term of the Lease Agreement shall not exceed 20 years, and (c) the true interest cost applicable to the interest components of the rental payments payable under the Lease Agreement shall not exceed 5.00% per annum, except to the extent increases are permitted under the Lease Agreement with respect to default or taxable rates. The City Council hereby authorizes the performance by the City of its obligations under the Lease Agreement.

SECTION 3. Approval of Escrow Agreement. The form, terms and provisions of the Escrow Agreement are hereby approved in substantially the form presented to this meeting, and on file with the City Clerk, with such insertions, omissions and changes as shall be approved by an Authorized Officer, acting alone, the execution of such documents being conclusive evidence of such approval; and each Authorized Officer, acting alone, is hereby authorized and directed to execute (in writing or electronically), the Escrow Agreement and to deliver the Escrow Agreement to the respective parties thereto. The City Council hereby authorizes the performance by the City of its obligations under the Escrow Agreement.

SECTION 4. Other Actions Authorized. The officers and employees of the City shall take all action necessary or reasonably required by the parties to the Lease Agreement or the I-Bank to carry out, give effect to and consummate the transactions contemplated by the Lease Agreement (including the execution (in writing or electronically) and delivery of a Final Acceptance Certificate, the Escrow Agreement, Disbursement Requests and any tax certificate and agreement, as contemplated in the Lease Agreement) and to take all action necessary or desirable in conformity therewith, including, without limitation, the execution (in writing or electronically) and delivery of any closing and other documents required to be delivered in connection with the Lease Agreement (including without limitation one or more memoranda of understanding with Willdan Energy Solutions, Inc. and/or their subcontractors) and any documents to evidence the I-Bank's approval of the execution and delivery of the Lease Agreement, if necessary or desirable.

SECTION 5. No General Liability. Nothing contained in this Resolution, the Lease Agreement, the Escrow Agreement nor any other instrument shall be construed with respect to the City as incurring a pecuniary liability or charge upon the general credit of the City or against its taxing power, nor shall the breach of any agreement contained in this Resolution, the Lease Agreement, the Escrow Agreement or any other instrument or document executed in connection therewith impose any pecuniary liability upon the City or any charge upon its general credit or against its taxing power, except to the extent that the rental payments payable under the Lease Agreement are limited obligations of the City, subject to annual appropriation, as provided in the Lease Agreement. The City Council acknowledges that the rental payments payable under the Lease Agreement will be payable from all legal available funds of the City, subject to annual appropriation, as provided in the Lease and except for non-appropriation, such rental payments shall not be subject to abatement, diminution, deduction, set-off or defense, for any reason,

including without limitation the failure or inability (for whatever reason) of the City to receive (or delay in receipt of) any direct payments or reimbursement from the City's Water Enterprise Fund (the "Water Enterprise Fund"). The City Council further acknowledges that the City will not pledge any revenues of the Water Enterprise as security for its obligations under the Lease Agreement and nothing in this Resolution shall be construed to constitute a pledge thereof.

SECTION 6. Appointment of Authorized City Representatives. The Authorized Officers are each hereby designated to act as authorized representatives of the City for purposes of the Lease Agreement and the Escrow Agreement until such time as the City Council shall designate any other or different authorized representative for purposes of the Lease Agreement or the Escrow Agreement.

SECTION 7. Selection of Professionals. The selection of KNN Public Finance, LLC, as municipal advisor to the City, and Jones Hall, A Professional Law Corporation, as special counsel to the City, in connection with the execution and delivery of the Lease Agreement, the Escrow Agreement and the other documents authorized to be delivered in connection therewith, is hereby confirmed.

SECTION 8. Interfund Loan; Payment of Rental Payments. The City Council hereby directs the Finance Director to prepare a budget for each fiscal year for approval by the City Council that includes amounts for direct payments or reimbursement from the Water Enterprise Fund of the City for rental payments payable under the Lease Agreement, in the amounts and at the times set forth in the Lease Agreement, which shall be calculated with a repayment term over 20 years, prepayable at any time, and at interest rate equal to the City's interest cost of said rental payments; provided, however, that all such amounts shall be payable therefrom only (A) after the City has (i) paid all Operations and Maintenance Costs for such fiscal year in accordance with Section 3.02 of the Installment Sale Agreements, and (ii) made all other payments required to be made under Section 3.03 of the Installment Sale Agreements for such fiscal year, and (B) so long as no Event of Default has occurred and is continuing under the Installment Sale Agreements. In the event that the foregoing conditions are not satisfied with respect to any fiscal year, such amounts shall not be payable in said fiscal year and shall be deferred to the next succeeding fiscal year in which said conditions are satisfied. The obligation of the Water Enterprise to make, or reimburse the City's General Fund for, rental payments payable under the Lease Agreement pursuant to this Section 8 shall not be secured by a pledge on or lien on System Revenues or Net System Revenues or any other revenues or properties of the Water Enterprise Fund. Capitalized terms used in this Section 8 but not defined in this Resolution have the meanings given to such terms in the Installment Sale Agreements. Nothing in this Section 8 shall be deemed to limit the City's obligations under the Lease Agreement, including without limitation, Section 4.04 thereof.

SECTION 9. Severability. If any section, paragraph, clause or provision of this Resolution shall for any reason be held to be invalid or unenforceable, the invalidity or

unenforceability of such section, paragraph, clause or provision shall not affect any of the remaining provisions of this Resolution.

SECTION 10. Repealer. All bylaws, orders and resolutions or parts thereof, inconsistent herewith, are hereby repealed to the extent only of such inconsistency with respect to this Resolution. This repealer shall not be construed as reviving any bylaw, order, resolution or ordinance or part thereof.

SECTION 11. City Clerk Certification. The City Clerk shall certify to the passage and adoption of this resolution and enter it in the book of original resolutions.

SECTION 12. Effective Date. This resolution shall take effect immediately upon its adoption.

PASSED, APPROVED, AND ADOPTED by the City Council of the City of Paramount this 12th of December 2023.

Isabel Aguayo, Mayor

ATTEST:

Heidi Luce, City Clerk

APPENDIX A
Government Code Section 5852.1 Disclosure

The following information consists of estimates with respect to the Lease Agreement that have been provided by KNN Public Finance, LLC, the municipal advisor to the City, which have been represented by them to have been provided in good faith:

- (A) True interest cost: 4.853508%
- (B) Finance charge (sum of all fees/charges paid to third parties): \$66,000.00
- (C) Net proceeds to be received (net of finance charges, reserves, and capitalized interest, if any): \$11,174,355.00
- (D) Total payment amount through maturity: \$17,946,077.72

The foregoing estimates constitute good faith estimates only. Actual amounts and other items described above may differ from such good faith estimates due to (a) the actual date of the execution and delivery of the Lease Agreement being different than the date assumed for purposes of such estimates, (b) the actual principal components of the rental payments payable under the Lease Agreement being different from the estimated amount used for purposes of such estimates, (c) the actual amortization of the principal components of the rental payments being different than the amortization assumed for purposes of such estimates, (d) other market conditions, or (d) alterations in the City's financing plan, or a combination of such factors. The actual date of execution and delivery of the Lease Agreement and the actual principal components of the rental payments payable thereunder will be determined by the City based on the timing of the need for proceeds thereof and other factors. The actual interest rates borne by the principal components of the rental payments will depend on market interest rates at the time of sale thereof. Market interest rates are affected by economic and other factors beyond the control of the City.

**EQUIPMENT LEASE/PURCHASE AGREEMENT
(ESCROW ACCOUNT)**

This Equipment Lease/Purchase Agreement (this “*Agreement*”) dated as of December 19, 2023, and entered into by and between Banc of America Public Capital Corp, a Kansas corporation (together with its successors, assigns and transferees, and as more particularly defined herein, “*Lessor*”), and City of Paramount, a general law city existing under the laws of the State of California (“*Lessee*”).

WITNESSETH:

WHEREAS, Lessee desires to lease and acquire from Lessor certain Equipment (as such term is defined herein), subject to the terms and conditions hereof; and,

WHEREAS, Lessee is authorized under the constitution and laws of the State (as such term is defined herein) to enter into this Agreement for the purposes set forth herein;

NOW, THEREFORE, for good and valuable consideration, receipt and sufficiency of which are hereby acknowledged, and in consideration of the premises hereinafter contained, the parties hereby agree as follows:

ARTICLE I

Section 1.01. Definitions. The following terms will have the meanings indicated below unless the context clearly requires otherwise:

“*Acquisition Amount*” means \$11,240,355.00. The Acquisition Amount is the amount represented by Lessee to be sufficient, together with other funds of Lessee (if any) that are legally available for the purpose of acquiring and installing the Equipment.

“*Acquisition Period*” means the period ending five (5) business days prior to June 19, 2025.

“*Agreement*” means this Equipment Lease/Purchase Agreement, including the exhibits hereto, together with any amendments and modifications to this Agreement pursuant to Section 13.04.

“*Code*” means the Internal Revenue Code of 1986, as amended. Each reference to a Section of the Code herein shall be deemed to include the relevant United States Treasury Regulations proposed or in effect thereunder.

“*Collateral*” has the meaning set forth in Section 6.02.

“Commencement Date” means the date when Lessee’s obligation to pay rent commences hereunder, which shall be the date on which the Acquisition Amount is deposited with the Escrow Agent.

“Contract Rate” means the rate identified as such in the Payment Schedule.

“Disbursement Request” means the disbursement request attached to the Escrow Agreement as Schedule 1 and made a part thereof.

“Equipment” means the equipment, fixtures and other goods and property listed in the Equipment Schedule and all replacements, repairs, restorations, modifications and improvements thereof or thereto made pursuant to Article V or Section 8.01. Whenever reference is made in this Agreement to Equipment, such reference shall be deemed to include all such replacements, repairs, restorations, modifications and improvements of or to such Equipment.

“Equipment Costs” means the total cost of the Equipment, including related soft costs such as freight, installation and taxes and other capitalizable costs, and other costs incurred in connection with the acquisition, installation and/or financing of the Equipment.

“Equipment Schedule” means the Equipment Schedule attached hereto as *Exhibit A* and made a part hereof (including any duly authorized and executed amendments thereto).

“Escrow Account” means the account established and held by the Escrow Agent pursuant to the Escrow Agreement.

“Escrow Agent” means the Escrow Agent identified in the Escrow Agreement, and its successors and assigns.

“Escrow Agreement” means the Escrow and Account Control Agreement in form and substance acceptable to and executed by Lessee, Lessor and the Escrow Agent, pursuant to which the Escrow Account is established and administered.

“Event of Default” means an Event of Default described in Section 12.01.

“Event of Non-appropriation” means the failure of Lessee’s governing body to appropriate or otherwise make available funds to pay Rental Payments under this Agreement following the Original Term or then current Renewal Term sufficient for the continued performance of this Agreement by Lessee.

“Lease Term” means the Original Term and all Renewal Terms.

“Lessee” means the entity referred to as Lessee in the first paragraph of this Agreement.

“Lessor” means (a) the entity referred to as Lessor in the first paragraph of this Agreement and its successors or (b) any assignee or transferee of any right, title or interest of Lessor in and to this Agreement pursuant to Section 11.01 hereof, including the right, title and interest of Lessor in

and to the Equipment, the Rental Payments and other amounts due hereunder, the Escrow Agreement and Escrow Account and other Collateral, but does not include any entity solely by reason of that entity retaining or assuming any obligation of Lessor to perform hereunder.

“Lien” means any lien (statutory or otherwise), security interest, mortgage, deed of trust, pledge, hypothecation, assignment, deposit arrangement, encumbrance, preference, priority or other security or preferential arrangement of any kind or nature whatsoever (including, without limitation, any conditional sale or other title retention agreement, any financing lease having substantially the same economic effect as any of the foregoing and the filing of any financing statement under the Uniform Commercial Code or comparable law of any jurisdiction).

“Material Adverse Change” means any change in Lessee’s creditworthiness that could have a material adverse effect on (i) the financial condition or operations of Lessee, or (ii) Lessee’s ability to perform its obligations under this Agreement.

“Original Term” means the period from the Commencement Date until the end of the fiscal year of Lessee in effect at such Commencement Date.

“Outstanding Balance” means the amount that is shown for each Rental Payment Date under the column titled “Outstanding Balance” on the Payment Schedule.

“Payment Schedule” means the Payment Schedule attached hereto as *Exhibit B* and made a part hereof.

“Prepayment Price” means the amount that is shown for each Rental Payment Date under the column titled “Prepayment Price” on the Payment Schedule.

“Principal Portion” means the amount that is shown for each Rental Payment Date under the column titled “Principal Portion” on the Payment Schedule.

“Project Grant” means a grant, subsidy, or other incentive that the Lessee receives for the Equipment.

“Property Owner” means each owner of any real property where any Water Meter is or will be located and any mortgagee or any other party having an interest in any Real Property where any Water Meter is or will be located and/or landlord of the real property where any Water Meter is or will be located.

“Related Documents” means this Agreement and the Escrow Agreement, each as may be amended and supplemented.

“Renewal Terms” means the consecutive renewal terms of this Agreement, the first of which commences immediately after the end of the Original Term and each having a duration and a term coextensive with each successive fiscal year of Lessee; *provided* that the final such Renewal Term shall commence on the first day of the last such fiscal year and end on the first business day after the last scheduled Rental Payment Date.

“Rental Payment Date” means each date on which Lessee is required to make a Rental Payment under this Agreement as specified in the Payment Schedule.

“Rental Payments” means the basic rental payments payable by Lessee on the Rental Payment Dates and in the amounts as specified in the Payment Schedule, consisting of a principal component and an interest component, and in all cases sufficient to repay such principal component and interest thereon at the applicable Contract Rate (or Taxable Rate if then in effect).

“Scheduled Term” means the Original Term and all scheduled Renewal Terms, with a final Renewal Term ending on December 1, 2043, as set forth in *Exhibit B* attached hereto.

“SEC” means the U.S. Securities and Exchange Commission.

“Special Counsel” means Jones Hall, A Professional Law Corporation.

“Water System” means the water enterprise system facilities owned by the City of Paramount (the *“City”*), and all other properties, structures or works hereafter acquired and constructed by the City and determined to be a part of the Water System, together with all additions, betterments, extensions or improvements to such facilities, properties, structures or works or any part thereof hereafter acquired and constructed.

“Water System Revenues” means all revenues of the Water System, including but not limited to all gross income and revenue received or receivable by the City from the ownership or operation of the Water System, including all rates, fees and charges (including connection fees and charges) received by the City for the services of the System, and all other income and revenue howsoever derived by the City from the ownership or operation of the Water System or arising from the Water System, and also including all income from the deposit or investment of any money in the Water Enterprise Fund or any rate stabilization fund and the proceeds of any taxes if any.

“State” means the State of California.

“Taxable Rate” means, for each day that the interest component of Rental Payments is taxable for Federal income tax purposes, an interest rate equal to the Contract Rate plus a rate sufficient such that the total interest to be paid on any Rental Payment Date would, after such interest was reduced by the amount of any Federal, state or local income tax (including any interest, penalties or additions to tax) actually imposed thereon, equal the amount of interest otherwise due to Lessor.

“Vendor” means the manufacturer, installer or supplier of the Equipment or any other person as well as the agents or dealers of the manufacturer, installer or supplier with whom Lessee arranged Lessee’s acquisition, installation, maintenance and/or servicing of the Equipment, and includes, without limitation, Willdan Energy Solutions (*“Willdan”*).

“Vendor Agreement” means any contract entered into by Lessee and any Vendor for the acquisition, installation, maintenance and/or servicing of the Equipment, and includes, without limitation, the Willdan Contract.

“*Water Enterprise Fund*” means the water enterprise fund established by the City pursuant and in which all Water System Revenues are deposited and maintained by the City.

“*Water Meter(s)*” means the portion of Equipment consisting of any and all existing and future water meter(s) and related fixtures and/or acquired, constructed, furnished and/or installed with amounts to be disbursed pursuant to the Escrow Agreement.

“*Willdan Contract*” means that certain Energy and Water Savings Performance Contract dated _____, 2023 between Lessee and Willdan, as supplemented and amended pursuant to the terms thereof and hereof.

ARTICLE II

Section 2.01. Representations and Covenants of Lessee. Lessee represents, covenants and warrants for the benefit of Lessor on the date hereof as follows:

(a) Lessee is a political subdivision of the State within the meaning of Section 103(c) of the Code, duly organized and existing under the constitution and laws of the State, with full power and authority to enter into the Related Documents and the transactions contemplated thereby and to perform all of its obligations thereunder.

(b) Lessee has duly authorized the execution and delivery of the Related Documents by proper action of its governing body at a meeting duly called, regularly convened and attended throughout by the requisite quorum of the members thereof, or by other appropriate official approval, and all requirements have been met and procedures have occurred in order to ensure the validity and enforceability of the Related Documents.

(c) No event or condition that constitutes, or with the giving of notice or the lapse of time or both would constitute, an Event of Default exists at the date hereof. No Event of Non-appropriation has occurred or is threatened with respect to this Agreement.

(d) Lessee will do or cause to be done all things necessary to preserve and keep in full force and effect its existence as a general law city of the State.

(e) Lessee has complied with such procurement and public bidding requirements as may be applicable to the Related Documents and the acquisition and installation by Lessee of the Equipment.

(f) During the Lease Term, the Equipment will be used by Lessee only for the purpose of performing essential governmental or proprietary functions of Lessee consistent with the permissible scope of Lessee’s authority. Lessee does not intend to sell or otherwise dispose of the Equipment or any interest therein prior to the last Rental Payment (including all Renewal Terms) scheduled to be paid hereunder.

(g) Lessee has kept, and throughout the Lease Term shall keep, its books and records in accordance with generally accepted accounting principles and practices

consistently applied, and shall deliver to Lessor (i) annual audited financial statements (including (1) a balance sheet, (2) statement of revenues, expenses and changes in fund balances for budget and actual, (3) statement of cash flows, and (4) footnotes, schedules and attachments to the financial statements) within two hundred seventy (270) days after the end of its fiscal year, (ii) such other financial statements and information as Lessor may reasonably request in writing, and (iii) upon Lessor's written request, its annual budget for any prior or current fiscal year or for the following fiscal year when approved. The financial statements described in this subsection (g)(i) shall be accompanied by an unqualified opinion of Lessee's independent auditor. Credit information relating to Lessee may be disseminated among Lessor and any of its affiliates and any of their respective successors and assigns.

(h) Lessee has an immediate need for the Equipment and expects to make immediate use of the Equipment. Lessee's need for the Equipment is not temporary and Lessee does not expect the need for any item of the Equipment to diminish during the Scheduled Term.

(i) The payment of the Rental Payments or any portion thereof is not (under the terms of this Agreement or any underlying arrangement) directly or indirectly (x) secured by any interest in property used or to be used in any activity carried on by any person other than a state or local governmental unit or payments in respect of such property; or (y) on a present value basis, derived from payments (whether or not to Lessee) in respect of property, or borrowed money, used or to be used in any activity carried on by any person other than a state or local governmental unit. The Equipment will not be used, directly or indirectly, in any activity carried on by any person other than a state or local governmental unit. No portion of the Acquisition Amount will be used, directly or indirectly, to make or finance loans to any person other than Lessee. Except as set forth in the Willdan Contract, Lessee has not entered into any management or other service contract with respect to the use and operation of the Equipment.

(j) There is no pending litigation, tax claim, proceeding or dispute that may materially adversely affect Lessee's financial condition or impairs its ability to perform its obligations under the Related Documents. Lessee will, at its expense, maintain its legal existence and do any further act and execute, acknowledge, deliver, file, register and record any further documents Lessor may reasonably request in order to protect Lessor's first priority security interest in the Equipment and the Escrow Account and Lessor's rights and benefits under the Related Documents.

(k) *Reserved.*

(l) No lease, rental agreement, lease-purchase agreement, payment agreement or contract for purchase to which Lessee has been a party at any time has been terminated by Lessee as a result of insufficient funds being appropriated in any fiscal year. No event has occurred which would constitute an event of default under any debt, revenue bond or obligation which Lessee has issued during the past ten (10) years.

(m) Lessee represents to Lessor that it has adopted a debt policy in compliance with SB 1029 and Section 8855 of the Government Code of California *et seq.* and covenants that it shall comply with Section 8855 of the Government Code of California *et seq.* as amended (the “*CDIAC Act*”) throughout the Lease Term, including (i) preparing, submitting and filing the report of the proposed debt issuance relating to this Agreement by the method required by the California Debt and Investment Advisory Commission (“*CDIAC*”), (ii) preparing, submitting and filing the report of final sale (and accompanying documents) relating to this Agreement by the method required by CDIAC, (iii) submitting an annual report relating to the report of final sale for this Agreement by the method required by CDIAC, and (iv) paying all fees charged by CDIAC or the CDIAC Act relating to this Agreement, including, but not limited to the fee in an amount equal to one-fortieth of one percent of the Acquisition Amount or as otherwise prescribed by the CDIAC Act.

(n) As of the date of execution and delivery of this Agreement, Lessee has not granted any Lien on the Collateral that would be senior in priority to, or *pari passu* with, the first priority Lien on the Collateral granted to Lessor under Section 6.02 of this Agreement.

(o) The street addresses affixed to the UCC-1 financing statements and fixture filings when filed and recorded pursuant to Section 3.04(vi), Section 6.01 and/or Section 6.02 hereof will be true, accurate and complete street addresses of all the properties on which the Equipment is located or to be installed. In the event any street address, other information, UCC-1 financing statement or fixture filing (or continuations or amendments thereof) filed or recorded with respect to the Lessor’s interests in the Equipment or any of the real property on which the Equipment is located or to be installed reflects any incorrect or incomplete street addresses, equipment description or other information, Lessee shall take all steps necessary (with the Lessor’s prior written approval) to promptly correct any errors or deficiencies with respect to such street address, equipment description, other information, UCC-1 financing statements and/or fixture filings and to protect Lessor’s interests in the Equipment.

(p) Lessee will pay all Equipment Costs and costs of issuance in excess of the Acquisition Amount available therefor out of its own funds. Lessor shall not have any responsibility to pay amounts for any Equipment Costs or costs of issuance with respect to the Related Documents or the Equipment that individually or collectively exceed the Acquisition Amount.

(q) Lessee has complied with California Government Code Section 4217.10 *et seq.* and other applicable law pertaining to the authorization of this Agreement and the financing and acquisition by the Lessee of the Equipment.

(r) To the extent applicable, as determined by Lessee in its sole discretion, Lessee has complied with the requirements of California Government Code Section 5852.1 *et seq.* in connection with this Agreement and the Equipment.

(s) In connection with the Lessee's compliance with any continuing disclosure undertakings (each, a "*Continuing Disclosure Agreement*") entered into by the Lessee pursuant to SEC Rule 15c2-12 promulgated pursuant to the Securities and Exchange Act of 1934, as amended (the "*Rule*"), the Lessee may be required to file with the Municipal Securities Rulemaking Board's Electronic Municipal Market Access system, or its successor ("*EMMA*"), notice of its incurrence of its obligations under the Related Documents and notice of any accommodation, waiver, amendment, modification of terms or other similar events reflecting financial difficulties in connection with the Related Documents, in each case including posting a full copy thereof or a description of the material terms thereof (each such posting, an "*EMMA Posting*"). Except to the extent required by applicable law, including the Rule, the Lessee shall not file or submit or permit the filing or submission of any EMMA Posting that includes the following unredacted confidential information about the Lessor or its affiliates and the Escrow Agent in any portion of such EMMA Posting: address, account information and logos of the Lessor or its affiliates and the Escrow Agent; e-mail addresses, telephone numbers, fax numbers, names and signatures of officers, employees and signatories of the Lessor or its affiliates and the Escrow Agent; and the form of Disbursement Request that is attached to the Escrow Agreement.

The Lessee acknowledges and agrees that the Lessor and its affiliates are not responsible for the Lessee's or any other entity's (including, but not limited to, any broker-dealer's) compliance or noncompliance (or any claims, losses or liabilities arising therefrom) with the Rule, any Continuing Disclosure Agreement or any applicable securities or other laws, including but not limited to those relating to the Rule.

(t) The portion of the Equipment that is or will consist of one or more Water Meters is and will be located within a utility easement that is dedicated to Lessee or right-of-way that is dedicated to public use for a period that is longer than the Lease Term. Lessee is entitled to the benefit and use of such utility easement or right-of-way for the Water Meters and has good and marketable title to the Water Meters and Equipment relating thereto. There exists no mortgage, pledge, lien, security interest, charge or other encumbrance of any nature whatsoever on or with respect to the Water Meters, except under this Agreement. In connection with Lessor's remedies to obtain possession pursuant to Section 12.02 of the portion of the Equipment that is or will consist of Water Meters, Lessee has the authority to enter upon the premises where items of such Water Meters and Equipment are located for the purpose of disconnecting, de-installing and removing such Water Meters and other Equipment from such premises. Upon an Event of Non-appropriation or an Event of Default, Lessee shall upon Lessor's written request enter upon the premises where items of such Water Meters and other Equipment are located for the purpose of disconnecting, de-installing and removing such Water Meters and items of Equipment from such premises and returning the same to Lessor pursuant to Section 3.03 and Section 12.02.

All Water Meters are to be installed within the political jurisdiction of Lessee. Lessee has obtained, or will have obtained prior to disbursement from the Escrow Account for the related Equipment, all necessary licenses, permits, approvals or other

authorizations, if any, issued by any applicable governmental authority or the Property Owner with respect to the Water Meters for the specific locations for the Equipment to be installed.

ARTICLE III

Section 3.01. Lease of Equipment. Subject to the terms and conditions of this Agreement, Lessor agrees to provide the Acquisition Amount to acquire the Equipment. Lessor hereby demises, leases and transfers to Lessee, and Lessee hereby acquires, rents and leases from Lessor, the Equipment. The Lease Term may be continued, solely at the option of Lessee, at the end of the Original Term or any Renewal Term for the next succeeding Renewal Term up to the maximum Scheduled Term as set forth in the Payment Schedule. At the end of the Original Term and at the end of each Renewal Term until the maximum Scheduled Term has been completed, Lessee shall be deemed to have exercised its option to continue this Agreement for the next Renewal Term unless Lessee shall have terminated this Agreement pursuant to Section 3.03 or Section 10.01 of this Agreement. The terms and conditions during any Renewal Term shall be the same as the terms and conditions during the Original Term, except that the Rental Payments shall be as provided in the Payment Schedule.

Section 3.02. Continuation of Lease Term. Lessee intends, subject to Section 3.03 hereof, to continue the Lease Term through the Original Term and all Renewal Terms and to pay the Rental Payments due hereunder. Lessee affirms that sufficient funds are legally available to pay all Rental Payments when due during the current fiscal year, and Lessee reasonably believes that an amount sufficient to make all Rental Payments during the entire Scheduled Term can be obtained from legally available funds of Lessee. Lessee further intends to do all things lawfully within its power to obtain and maintain funds sufficient and available to discharge its obligation to make Rental Payments due hereunder, including making provision for such payments to the extent necessary in each budget or appropriation request submitted and adopted in accordance with applicable provisions of law. Notwithstanding the foregoing, the decision whether or not to budget and appropriate funds or to extend the Lease Term for any Renewal Term is within the sole discretion of the governing body of Lessee.

Section 3.03. Non-appropriation. Lessee is obligated only to pay such Rental Payments as may lawfully be made during Lessee's then current fiscal year from funds budgeted and appropriated for that purpose. Should Lessee fail to budget, appropriate or otherwise make available funds to pay Rental Payments following the then current Original Term or Renewal Term, this Agreement shall be automatically terminated at the end of the then current Original Term or Renewal Term. Lessee agrees to deliver notice to Lessor of such termination promptly after any decision to non-appropriate is made, but failure to give such notice shall not extend the term beyond such Original Term or Renewal Term. If this Agreement is terminated in accordance with this Section 3.03, Lessee agrees to cease use of the Equipment and peaceably remove and deliver to Lessor, at Lessee's sole expense (from legally available funds), the Equipment to Lessor at the location(s) to be specified by Lessor.

Section 3.04. Conditions to Lessor's Performance. (a) As a prerequisite to the performance by Lessor of any of its obligations under this Agreement, Lessee shall deliver to Lessor, in form and substance satisfactory to Lessor, the following:

(i) An Escrow Agreement substantially in the form attached hereto as *Exhibit I*, satisfactory to Lessor and executed by Lessee and the Escrow Agent and a Vendor Agreement satisfactory to Lessor and executed by Lessee and the Vendor;

(ii) A certified copy of a resolution, ordinance or other official action of Lessee's governing body, substantially in the form attached hereto as *Exhibit C-1* (or, in each case, such other form satisfactory to the City Attorney and Special Counsel), authorizing the execution and delivery of this Agreement and the Escrow Agreement and performance by Lessee of its obligations under this Agreement and the Escrow Agreement;

(iii) A Certificate completed and executed by the City Clerk of Lessee, substantially in the form attached hereto as *Exhibit C-2*, completed to the satisfaction of Lessor;

(iv) Opinions of Special Counsel and City Attorney to Lessee, which in the aggregate opine on the matters set forth in the form attached hereto as *Exhibit D* and which are otherwise satisfactory to Lessor;

(v) Evidence of insurance as required by Section 7.02 hereof;

(vi) All documents, including financing statements, affidavits, notices and similar instruments which Lessor deems necessary or appropriate at that time pursuant to Section 6.02 hereof;

(vii) Reserved;

(viii) Reserved;

(ix) A copy of the Form 8038-G, fully completed by Special Counsel as paid preparer and executed by Lessee;

(x) In the event that Lessee is to be reimbursed for expenditures that it has paid more than sixty (60) days prior to the Commencement Date, evidence of the adoption of a reimbursement resolution or other official action covering the reimbursement from tax-exempt proceeds of expenditures incurred not more than sixty (60) days prior to the date of such resolution;

(xi) Copies of invoices (and proofs of payment of such invoices, if Lessee seeks reimbursement) and bills of sale (if title to Equipment has passed to Lessee), to the extent required by Section 5.01(b) hereof;

(xii) Wire instructions for payments to be made to Vendors and Form W-9 from each such Vendor;

(xiii) A certified copy of any Surety Bond satisfying the conditions set forth in Section 7.04 hereof, or, at Lessor's sole discretion, such Surety Bonds may be provided after the Commencement Date, *provided however*, that no "Disbursement Request" pursuant to the Escrow Agreement (other than for costs of issuance) shall be authorized by Lessor until such Surety Bonds satisfying the conditions set forth in Section 7.04 have been delivered to Lessor; and

(xiv) Such other items reasonably required by Lessor.

(b) In addition to satisfaction of the conditions set forth in subsection (a) of this Section 3.04, the performance by Lessor of any of its obligations under the Related Documents shall be subject to: (i) no Material Adverse Change having occurred since the date of this Agreement, (ii) no Event of Default having occurred and then be continuing and (iii) no Event of Non-appropriation having occurred or being threatened with respect to this Agreement.

(c) Subject to satisfaction of the foregoing, Lessor will deposit the Acquisition Amount with the Escrow Agent to be held and disbursed pursuant to the Escrow Agreement.

Section 3.05. Evidence of Filing Form 8038-G. As soon as it is available, Lessee shall provide to Lessor evidence that it, or its paid preparer, has filed the Form 8038-G for this Agreement with the Internal Revenue Service by delivering to Lessor proof of mailing such Form 8038-G. Notwithstanding anything to the contrary in this Agreement, it shall not be an Event of Default hereunder if Lessee does not provide to Lessor evidence that it (or its paid preparer) filed the Form 8038-G for this Agreement with the Internal Revenue Service.

ARTICLE IV

Section 4.01. Rental Payments. Subject to Section 3.03 of this Agreement, Lessee shall promptly pay Rental Payments, in lawful money of the United States of America, to Lessor on the Rental Payment Dates and in such amounts as provided in the Payment Schedule. If any Rental Payment or other amount payable hereunder is not paid within ten (10) days of its due date, Lessee shall pay an administrative late charge of five percent (5%) of the amount not timely paid or the maximum amount permitted by law, whichever is less. Lessee shall not permit the Federal Government to guarantee any Rental Payments under this Agreement. Rental Payments consist of principal and interest components as more fully detailed on the Payment Schedule, the interest on which begins to accrue as of the Commencement Date.

Section 4.02. Interest and Principal Components. A portion of each Rental Payment is paid as, and represents payment of, interest, and the balance of each Rental Payment is paid as, and represents payment of, principal as more fully detailed on the Payment Schedule.

Section 4.03. Rental Payments to Constitute a Current Expense of Lessee. Lessor and Lessee understand and intend that the obligation of Lessee to pay Rental Payments shall constitute

a current expense of Lessee payable solely from its general fund or other funds that are legally available for that purpose and shall not in any way be construed to be a debt of Lessee in contravention of any applicable constitutional or statutory limitation or requirement concerning the creation of indebtedness by Lessee, nor shall anything contained herein constitute a pledge of the general tax revenues, funds or moneys of Lessee.

Section 4.04. Rental Payments to be Unconditional. Except as provided in Section 3.03 of this Agreement, the obligations of Lessee to make Rental Payments and to perform and observe the other covenants and agreements contained in this Agreement shall be absolute and unconditional in all events without abatement, diminution, deduction, set-off or defense, for any reason, including without limitation any failure of the Equipment, disputes with the Lessor or the Vendor of any Equipment, any defects, malfunctions, breakdowns or infirmities in the Equipment or any accident, condemnation or unforeseen circumstances, or failure of any Vendor to deliver any Equipment or otherwise perform any of its obligations for whatever reason, including bankruptcy, insolvency, reorganization or any similar event with respect to any Vendor or under any Vendor Agreement, or the failure or inability (for whatever reason) of Lessee to receive (or delay in receipt of) any direct payments or reimbursement from the Water Enterprise Fund or all or any portion of the Project Grant or any refundable tax credit under Section 6417 of the Internal Revenue Code of 1986, as amended by the Inflation Reduction Act of 2022 (Pub. L. No. 117-169), or any substantially similar provision of federal, state, local or foreign tax or other law (including regulations or other guidance from any taxing or other authority).

Section 4.05. Tax Covenants. Lessee agrees that it will not take any action that would cause the interest component of Rental Payments to be or to become ineligible for the exclusion from gross income of the owner or owners thereof for Federal income tax purposes, nor will it omit to take or cause to be taken, in a timely manner, any action, which omission would cause the interest component of Rental Payments to be or to become ineligible for the exclusion from gross income of the owner or owners thereof for Federal income tax purposes. In connection with the foregoing, Lessee hereby agrees that (a) so long as any Rental Payments remain unpaid, moneys on deposit in the Escrow Account shall not be used in a manner that will cause this Agreement to be classified as an “arbitrage bond” within the meaning of Section 148(a) of the Code; and (b) Lessee shall rebate, from funds legally available for the purpose, an amount equal to excess earnings on the Escrow Account to the Federal Government if required by, and in accordance with, Section 148(f) of the Code, and make the determinations and maintain the records required by the Code.

Section 4.06. Event of Taxability. Upon the occurrence of an Event of Taxability, the interest component of Rental Payments and any charge on Rental Payments or other amounts payable based on the Contract Rate shall have accrued and be payable at the Taxable Rate retroactive to the date as of which the interest component is determined by the Internal Revenue Service to be includible in the gross income of the owner or owners thereof for Federal income tax purposes (which retroactive date shall be the earliest date as of which the interest component of any Rental Payment is deemed includible in the gross income of the owner or owners thereof for Federal income tax purposes, which may be earlier than the date of delivery of such determination by the Internal Revenue Service), and Lessee will pay such additional amount as will result in the owner receiving the interest component at the Taxable Rate.

For purposes of this Section, “*Event of Taxability*” means the circumstance of the interest component of any Rental Payment paid or payable pursuant to this Agreement becoming includible for Federal income tax purposes in an owner’s gross income as a consequence of any act, omission or event whatsoever, including but not limited to the matters described in the immediately succeeding sentence, and regardless of whether the same was within or beyond the control of Lessee. An Event of Taxability shall be presumed to have occurred upon (a) the receipt by Lessor or Lessee of an original or a copy of an Internal Revenue Service Technical Advice Memorandum or Statutory Notice of Deficiency or other written correspondence which legally holds that the interest component of any Rental Payment is includable in the gross income of the owner thereof; (b) the issuance of any public or private ruling of the Internal Revenue Service that the interest component of any Rental Payment is includable in the gross income of the owner thereof; or (c) receipt by Lessor or Lessee of a written opinion of a nationally recognized firm of attorneys experienced in matters pertaining to the tax-exempt status of interest on obligations issued by states and their political subdivisions, selected by Lessor and acceptable to Lessee, to the effect that the interest component of any Rental Payment has become includable in the gross income of the owner thereof for Federal income tax purposes. For all purposes of this definition, an Event of Taxability shall be deemed to occur on the date as of which the interest component of any Rental Payment is deemed includable in the gross income of the owner thereof for Federal income tax purposes.

Section 4.07. Mandatory Prepayment. (a) Any funds not applied to Equipment Costs and remaining in the Escrow Account on the earliest of (i) the expiration of the Acquisition Period, (ii) the date on which Lessee delivers to the Lessor the executed Disbursement Request to effect the final disbursement to pay (or reimburse) Equipment Costs from the Escrow Account or (iii) a termination of the Escrow Account as provided in the Escrow Agreement shall be applied by Lessor on each successive Rental Payment Date thereafter to pay all or a portion of the Rental Payment due and owing in the succeeding twelve (12) months and any remaining amounts shall be applied by Lessor as prepayment to the applicable unpaid Principal Portion of Rental Payments owing hereunder in the inverse order of the Rental Payment Dates at a price of 100% of such prepaid Principal Portion plus accrued interest thereon to the prepayment date.

(b) In connection with any partial prepayment of Rental Payments, Lessor shall prepare a new Payment Schedule and deliver the same to the Lessee, which shall be binding, absent manifest error.

ARTICLE V

Section 5.01. Acquisition, Delivery, Installation and Acceptance of Equipment. (a) Lessee shall order the Equipment to be acquired and financed hereunder, cause the Equipment to be delivered and installed at the location specified in the Equipment Schedule and pay any and all delivery and installation costs and other Equipment Costs in connection therewith. Lessee shall conduct such inspection and testing of the Equipment as it deems necessary and appropriate in order to determine the Equipment’s capability and functionality in order to accept such Equipment. When the Equipment has been delivered and installed, Lessee shall promptly accept such Equipment and evidence said acceptance by executing and delivering Disbursement Requests to

the Lessor pursuant to the Escrow Agreement for the purpose of effecting disbursements from the Escrow Account to pay (or reimburse) Equipment Costs for the Equipment so acquired and installed. In connection with the execution and delivery by Lessee to Lessor of the final Disbursement Request, Lessee shall deliver to Lessor a "Final Acceptance Certificate" in the form attached hereto as *Exhibit E*.

(b) Lessee shall deliver to Lessor together with each Disbursement Request copies of invoices (and proof of payment of such invoices if Lessee seeks reimbursement for prior expenditures) and bills of sale or other evidence of title transfer to Lessee relating to each item of Equipment accepted by Lessee as evidenced by such Disbursement Request. Once approved, Lessor shall deliver such Disbursement Request to the Escrow Agent for disbursement from the Escrow Account in accordance with the Escrow Agreement.

Section 5.02. Quiet Enjoyment of Equipment. So long as no Event of Default and no Event of Non-appropriation have occurred, neither Lessor nor any entity claiming by, through or under Lessor, shall interfere with Lessee's quiet use and enjoyment of the Equipment during the Lease Term.

Section 5.03. Location; Inspection. Once installed, no item of the Equipment will be moved or relocated from the location specified for it in the Equipment Schedule without Lessor's prior written consent, which consent shall not be unreasonably withheld. Lessor shall have the right at all reasonable times during regular business hours to enter into and upon the property where the Equipment is located for the purpose of inspecting the Equipment.

Section 5.04. Use and Maintenance of the Equipment. Lessee shall not install, use, operate or maintain the Equipment (or cause the Equipment to be installed, used, operated or maintained) improperly, carelessly, in violation of any applicable law or in a manner contrary to that contemplated hereby. Lessee shall provide all permits and licenses, if any, necessary for the installation and operation of the Equipment. In addition, Lessee agrees to comply in all respects with all applicable laws, regulations and rulings of any legislative, executive, administrative, or judicial body, including, without limitation, all anti-money laundering laws and regulations; *provided* that Lessee may contest in good faith the validity or application of any such law, regulation or ruling in any reasonable manner that does not, in the opinion of Lessor, adversely affect the interest of Lessor in and to the Equipment or its interest or rights hereunder.

Lessee agrees that it shall (a) maintain, preserve, and keep the Equipment in good repair and working order, in a condition comparable to that recommended by the manufacturer; (b) proceed promptly, at its expense, to protect its rights and exercise its remedies under any warranty then in effect with respect to the Equipment; and (c) replace or rebuild any component of the Equipment that becomes permanently unfit for normal use or inoperable during the Lease Term (herein, the "*Inoperable Component*") in order to keep the Equipment as a whole in good repair and working order during the Lease Term. Lessee shall promptly notify Lessor in writing when any component of the Equipment is reasonably expected within forty-five (45) days to become an Inoperable Component. Lessee shall promptly replace or rebuild the Inoperable Component with a similar component of comparable or improved make and model that has at least the equivalent value and utility of the Inoperable Component, a remaining useful life of no less

than the remaining Scheduled Term and such replacement or rebuilt component shall be in good operating condition. Lessor shall have no responsibility to maintain, repair or make improvements or additions to the Equipment. In all cases, Lessee agrees to pay any costs necessary for the manufacturer to re-certify the Equipment as eligible for manufacturer's maintenance upon the return of the Equipment to Lessor as provided for in Sections 3.03 and 12.02(b) of this Agreement.

Lessee shall not alter any item of Equipment or install any accessory, equipment or device on an item of Equipment if that would impair any applicable warranty, the originally intended function or the value of that Equipment. All repairs, parts, accessories, equipment and devices furnished, affixed to or installed on any Equipment, excluding temporary replacements, shall thereupon become subject to the security interest of Lessor.

ARTICLE VI

Section 6.01. Title to the Equipment. During the Lease Term, so long as no Event of Default and no Event of Non-appropriation have occurred, all right, title and interest in and to each item of the Equipment shall be vested in Lessee immediately upon the earlier of installation or payment for each item of Equipment, subject to the terms and conditions hereof. Lessee shall at all times protect and defend, at its own cost and expense, its title, and Lessor's first priority security interest, in and to the Equipment (and Lessor's other Collateral as defined in Section 6.02 hereof) from and against all claims, Liens and legal processes of its creditors, and keep all Equipment (and such other Collateral) free and clear of all such claims, Liens and processes. Lessee will, at its expense, do any further act and execute, acknowledge, deliver, file, register and record any further documents the Lessor may reasonably request in order to protect Lessor's first priority security interest in the Collateral. Upon the occurrence of an Event of Default or upon termination of this Agreement pursuant to Section 3.03 hereof, full and unencumbered legal title to the Equipment shall, at Lessor's option, pass to Lessor, and Lessee shall have no further interest therein. In addition, upon the occurrence of such an Event of Default or such termination, Lessee shall execute and deliver to Lessor such documents as Lessor may request to evidence the passage of such legal title to Lessor and the termination of Lessee's interest therein, and upon request by Lessor shall deliver possession of the Equipment to Lessor in accordance with Section 3.03 or 12.02 of this Agreement, as applicable. Upon payment of all amounts due and owing hereunder by Lessee in accordance with Section 10.01 hereof, Lessor's security interest or other interest in the Equipment shall terminate, and Lessor shall execute and deliver to Lessee such documents as Lessee may reasonably request to evidence the termination of Lessor's security interest in the Equipment.

Section 6.02. Security Interest. As additional security for the payment and performance of all of Lessee's obligations hereunder, Lessee hereby grants to Lessor a first priority security interest constituting a first Lien on (a) the Equipment, together with all replacements, repairs, restorations, modifications and improvements thereof or thereto and all accessories, equipment, parts and appurtenances appertaining or attached to any of the Equipment, and all substitutions, renewals, or replacements of and additions, improvements, accessions and accumulations to any and all of such Equipment, together with all the rents, issues, income, profits, proceeds and avails therefrom, (b) moneys and investments held from time to time in the Escrow Account, (c) all accounts, chattel paper, deposit accounts, documents, instruments, general intangibles and

investment property (including any securities accounts and security entitlements relating thereto) evidenced by or arising out of or otherwise relating to the foregoing collateral described in clauses (a) and (b) above, as such terms are defined in Article 9 of the California Commercial Code, and (d) any and all proceeds of any and all of the foregoing, including, without limitation, insurance proceeds (collectively, the “*Collateral*”). Lessee authorizes Lessor to file (and Lessee agrees to execute, if applicable) such notices of assignment, chattel mortgages, financing statements and other documents, in form satisfactory to Lessor, which Lessor deems necessary or appropriate to establish and maintain Lessor’s security interest in the Collateral, including, without limitation, such financing statements with respect to personal property and fixtures under Article 9 of the California Commercial Code and treating such Article 9 as applicable to entities such as Lessee.

Section 6.03. Personal Property, No Encumbrances. Lessee agrees that the Equipment is deemed to be and will remain personal property, and will not be deemed to be affixed to or a part of the real estate on which it may be situated, notwithstanding that the Equipment or any part thereof may be or hereafter become in any manner physically affixed or attached to real estate or any building thereon.

ARTICLE VII

Section 7.01. Liens, Taxes, Other Governmental Charges and Utility Charges. Lessee shall keep the Equipment free of all levies, Liens, and encumbrances except those created by this Agreement. The parties to this Agreement contemplate that the Equipment will be used for a governmental or proprietary purpose of Lessee and that the Equipment will therefore be exempt from all property taxes. If the lease, sale, purchase, operation, use, possession or acquisition of any Equipment is nevertheless determined to be subject to taxation, Lessee shall pay when due all sales and other taxes, special assessments, governmental and other charges of any kind that are at any time lawfully assessed or levied against or with respect to the Equipment, the Rental Payments or any part of either thereof, or which become due during the Lease Term, whether assessed against Lessee or Lessor. Lessee shall pay all utility and other charges incurred in the operation, use and maintenance of the Equipment. Lessee shall pay such taxes, assessments or charges as the same may become due; *provided* that, with respect to any such taxes, assessments or charges that may lawfully be paid in installments over a period of years, Lessee shall be obligated to pay only such installments as accrue during the Lease Term. Lessor will not claim ownership of the Equipment under this Agreement for the purposes of any tax credits, benefits or deductions with respect to such Equipment. Lessee shall pay the fee charged by the California Debt and Investment Advisory Commission with respect to this Agreement pursuant to Section 8856 (or any successor provision) of the California Government Code.

Section 7.02. Insurance. Lessee shall during the Lease Term maintain or cause to be maintained (a) casualty insurance naming Lessor and its assigns as loss payee and insuring the Equipment against loss or damage by fire and all other risks covered by the standard extended coverage endorsement then in use in the State, and any other risks reasonably required by Lessor, in an amount at least equal to the greater of (i) the then applicable Prepayment Price or (ii) the replacement cost of the Equipment; (b) liability insurance naming Lessor and its assigns as additional insured that protects Lessor from liability with limits of at least \$5,000,000 per occurrence for bodily injury and property damage coverage (such liability insurance coverage may

be in a combination of primary general liability and/or excess liability umbrella coverage), and in all events under clauses (a) and (b) above issued in form and amount satisfactory to Lessor and by an insurance company that is authorized to do business in the State and having a financial strength rating by A.M. Best Company of "A-" or better; and (c) worker's compensation coverage as required by the laws of the State. Notwithstanding the foregoing, Lessee may self-insure against the risks described in clauses (a) and/or (b) through a government pooling arrangement, self-funded loss reserves, risk retention program or other self-insurance program, in each case with Lessor's prior written consent (which Lessor may grant, withhold or deny in its sole discretion) and *provided* that Lessee has delivered to Lessor such information as Lessor may request with respect to the adequacy of such self-insurance to cover the risks proposed to be self-insured and otherwise in form and substance acceptable to Lessor. In the event Lessee is permitted, at Lessor's sole discretion, to self-insure as provided in this Section 7.02, Lessee shall provide to Lessor a self-insurance letter in substantially the form attached hereto as *Exhibit F*. Lessee shall furnish to Lessor evidence of such insurance or self-insurance coverage throughout the Lease Term. Lessee shall not cancel or modify such insurance or self-insurance coverage in any way that would affect the interests of Lessor without first giving written notice thereof to Lessor at least thirty (30) days in advance of such cancellation or modification.

Section 7.03. Risk of Loss. Whether or not covered by insurance or self-insurance, Lessee hereby assumes all risk of loss of, or damage to and liability related to injury or damage to any persons or property arising from the Equipment from any cause whatsoever, and no such loss of or damage to or liability arising from the Equipment shall relieve Lessee of the obligation to make the Rental Payments or to perform any other obligation under this Agreement. Whether or not covered by insurance or self-insurance, Lessee hereby agrees to reimburse Lessor (to the fullest extent permitted by applicable law, but only from legally available funds) for any and all liabilities, obligations, losses, costs, claims, taxes or damages suffered or incurred by Lessor, regardless of the cause thereof (except to the extent caused by Lessor's own gross negligence or willful misconduct) and all expenses incurred in connection therewith (including, without limitation, counsel fees and expenses, and penalties connected therewith imposed on interest received) arising out of or as a result of (a) entering into this Agreement or any of the transactions contemplated hereby, (b) the ordering, acquisition, ownership use, operation, condition, purchase, delivery, acceptance, rejection, storage or return of any item of the Equipment, (c) any accident in connection with the operation, use, condition, possession, storage or return of any item of the Equipment resulting in damage to property or injury to or death to any person, and/or (d) the breach of any covenant of Lessee under or in connection with this Agreement or any material misrepresentation provided by Lessee under or in connection with this Agreement. The provisions of this Section 7.03 shall continue in full force and effect notwithstanding the full payment of all obligations under this Agreement or the termination of the Lease Term for any reason.

Section 7.04. Surety Bonds; Lessee to Pursue Remedies Against Contractors and Sub-Contractors and Their Sureties. Lessee shall secure from each Vendor directly employed by Lessee in connection with the acquisition, construction, installation, improvement or equipping of the Equipment, a payment and performance bond ("*Surety Bond*") executed by a surety company authorized to do business in the State, having a financial strength rating by A.M. Best Company of "A-" or better, and otherwise satisfactory to Lessor and naming Lessor as a co-obligee in a sum equal to the entire amount to become payable under each Vendor Agreement. Each bond shall be

conditioned on the completion of the work in accordance with the plans and specifications for the Equipment and upon payment of all claims of subcontractors and suppliers. Lessee shall cause the surety company to add Lessor as a co-obligee on each Surety Bond, and shall deliver a certified copy of each Surety Bond to Lessor promptly upon receipt thereof by Lessee. Any proceeds from a Surety Bond shall be applied in accordance with such Surety Bond to the payment and performance of the Vendor's obligations in accordance with the related Vendor Agreement and, if for whatever reason such proceeds are not so applied, first to amounts due Lessor under this Agreement, and any remaining amounts shall be payable to Lessee.

In the event of a material default by any Vendor under any Vendor Agreement in connection with the acquisition, construction, maintenance and/or servicing of the Equipment or in the event of a material breach of warranty with respect to any material workmanship or performance guaranty with respect to the Equipment, Lessee will promptly proceed to exhaust its remedies against the Vendor in default. Lessee shall advise Lessor of the steps it intends to take in connection with any such default. Any amounts received by Lessee in respect of damages, refunds, adjustments or otherwise in connection with the foregoing shall be paid to Lessor and applied against Lessee's obligations hereunder.

Section 7.05. Advances. In the event Lessee shall fail to keep the Equipment in good repair and working order or shall fail to maintain any insurance required by Section 7.02 hereof, Lessor may, but shall be under no obligation to, maintain and repair the Equipment or obtain and maintain any such insurance coverages, as the case may be, and pay the cost thereof. All amounts so advanced by Lessor shall constitute additional rent for the then current Original Term or Renewal Term and Lessee covenants and agrees to pay such amounts so advanced by Lessor with interest thereon from the due date until paid at a rate equal to the Contract Rate (or the Taxable Rate if then in effect) *plus* five percent (5%) per annum or the maximum amount permitted by law, whichever is less.

ARTICLE VIII

Section 8.01. Damage, Destruction and Condemnation. If, prior to the termination of the Lease Term, (a) the Equipment or any portion thereof is destroyed, in whole or in part, or is damaged by fire or other casualty or (b) title to, or the temporary use of, the Equipment or any part thereof shall be taken under the exercise or threat of the power of eminent domain by any governmental body or by any person, firm or corporation acting pursuant to governmental authority, (i) Lessee and Lessor will cause the Net Proceeds of any insurance claim or condemnation award or sale under threat of condemnation to be applied to the prompt replacement, repair, restoration, modification or improvement of the Equipment or such part thereof and any balance of the Net Proceeds remaining after such work has been completed shall be paid to Lessee or (ii) Lessee shall exercise its option to prepay the obligations hereunder in accordance with Section 10.01(a)(iii) hereof.

If Lessee elects to replace any item of the Equipment (the "*Replaced Equipment*") pursuant to this Section 8.01, the replacement equipment (the "*Replacement Equipment*") shall be new or of a quality, type, utility and condition at least as good as the Replaced Equipment, shall be of equal or greater value than the Replaced Equipment and shall provide at least the same level of

energy and/or operational savings expected in the aggregate from the Replaced Equipment prior to such casualty, destruction or condemnation and shall have an expected remaining useful life at least through the Scheduled Term. Lessee shall grant to Lessor a first priority security interest in any such Replacement Equipment. Lessee shall represent, warrant and covenant to Lessor that each item of Replacement Equipment is free and clear of all claims, Liens, security interests and encumbrances, excepting only those Liens created by or through Lessor, and shall provide to Lessor any and all documents as Lessor may reasonably request in connection with the replacement, including, but not limited to, documentation in form and substance satisfactory to Lessor evidencing Lessor's security interest in the Replacement Equipment. Lessor and Lessee hereby acknowledge and agree that any Replacement Equipment acquired pursuant to this paragraph shall constitute "Equipment" for purposes of this Agreement. Lessee shall complete the documentation of Replacement Equipment on or before the next Rental Payment Date after the occurrence of a casualty event, or be required to exercise its option to prepay the obligations hereunder with respect to the damaged Equipment in accordance with Section 10.01(a)(iii) hereof.

For purposes of this Article VIII, the term "*Net Proceeds*" shall mean the amount remaining from the gross proceeds of any insurance claim or condemnation award or sale under threat of condemnation after deducting all expenses, including attorneys' fees, incurred in the collection thereof.

Section 8.02. Insufficiency of Net Proceeds. If the Net Proceeds are insufficient to pay in full the cost of any repair, restoration, modification or improvement referred to in Section 8.01, Lessee shall either (a) complete such replacement, repair, restoration, modification or improvement and pay any costs thereof in excess of the amount of the Net Proceeds, or (b) pay or cause to be paid to Lessor the amount of the then applicable Prepayment Price *plus* all other amounts then owing hereunder, and, upon such payment, the Lease Term shall terminate and Lessor's security interest in the Equipment shall terminate as provided in Section 6.01 hereof. The amount of the Net Proceeds remaining, if any, after completing such repair, restoration, modification or improvement or after paying such Prepayment Price *plus* all other amounts then owing hereunder shall be retained by Lessee. If Lessee shall make any payments pursuant to this Section 8.02, Lessee shall not be entitled to any reimbursement therefor from Lessor nor shall Lessee be entitled to any diminution of the amounts payable under Article IV.

ARTICLE IX

Section 9.01. Disclaimer of Warranties. Lessor makes no warranty or representation, either express or implied, as to the value, design, condition, merchantability or fitness for particular purpose or fitness for use of any of the Equipment, or any other warranty or representation, express or implied, with respect thereto and, as to Lessor, Lessee's acquisition of the Equipment shall be on an "as is" basis. In no event shall Lessor be liable for any incidental, indirect, special or consequential damage in connection with or arising out of this Agreement, the Equipment or the existence, furnishing, functioning or Lessee's use of any item, product or service provided for in this Agreement.

Section 9.02. Vendor Agreements; Warranties. Lessee covenants that it shall not in any material respect amend, modify, rescind or alter any Vendor Agreement without the prior written

consent of Lessor. Lessor hereby irrevocably appoints Lessee its agent and attorney-in-fact during the Lease Term, so long as no Event of Default and no Event of Non-appropriation have occurred, to assert from time to time whatever claims and rights (including without limitation warranties) relating to the Equipment that Lessor may have against a Vendor. Lessee's sole remedy for the breach of such warranty, indemnification or representation shall be against the applicable Vendor of the Equipment, and not against Lessor. Any such matter shall not have any effect whatsoever on the rights and obligations of Lessor under this Agreement, including the right to receive full and timely Rental Payments and other payments hereunder. Lessee expressly acknowledges that Lessor makes, and has made, no representations or warranties whatsoever as to the existence or the availability of such warranties relating to any of the Equipment.

ARTICLE X

Section 10.01. Prepayment; Payment in Full.

(a) *Prepayment.* Lessee shall have the option to prepay or satisfy all, but not less than all, of its obligations hereunder, at the following times and upon the following terms:

(i) *Optional Prepayment from Grant or Other Proceeds.* For a period of three (3) years from the Commencement Date, upon not less than forty-five (45) days prior written notice, Lessee may prepay, using proceeds of the Project Grant (the nature and type of which Lessee describes to Lessor in such notice), up to \$_____ of the Principal Portion of the Rental Payments due hereunder, without premium, at a price equal to the Principal Portion of the Rental Payments to be prepaid plus accrued interest thereon at the Contract Rate (or the Taxable Rate if then in effect) to the date of such prepayment. The Principal Portion of such partial prepayment shall be applied by Lessor to the applicable unpaid Principal Component of Rental Payments owing hereunder, either in the inverse order of the Rental Payment Dates or on a pro rata basis, at the option of the Lessee. In connection with any partial prepayment of Rental Payments, Lessor shall prepare a new Payment Schedule and deliver the same to the Lessee, which shall be binding, absent manifest error; or

(ii) *Optional Prepayment in Whole.* From and after the date specified (if any) in the Payment Schedule (the "*Prepayment Option Commencement Date*"), on the Rental Payment Dates specified in the Payment Schedule, upon not less than thirty (30) days prior written notice, and upon payment in full of the sum of all Rental Payments then due *plus* the then applicable Prepayment Price, which shall include a prepayment premium on the unpaid Outstanding Balance as set forth in the Payment Schedule *plus* all other amounts then owing hereunder; or

(iii) *Casualty or Condemnation Prepayment.* In the event of substantial damage to or destruction or condemnation of substantially all of the Equipment, on the day specified in Lessee's notice to Lessor of its exercise of the prepayment option (which shall be the earlier of the next Rental Payment Date or sixty (60) days after the casualty event) upon payment in full to Lessor of (A) in the event such prepayment occurs on a Rental Payment Date, the sum of (i) all Rental Payments then due *plus* (ii) the then applicable

Prepayment Price *plus* (iii) all other amounts then owing hereunder OR, (B) in the event such prepayment occurs on a date other than a Rental Payment Date, the sum of (i) the applicable Prepayment Price shown on the Payment Schedule for the Rental Payment Date immediately preceding the applicable date of such prepayment (or if the date of such prepayment occurs prior to the first Rental Payment Date, the earliest Prepayment Price shown on the Payment Schedule) *plus* (ii) accrued interest at the Contract Rate (or the Taxable Rate if then in effect) on the Outstanding Balance as of the Rental Payment Date immediately preceding the applicable date of such prepayment from such Rental Payment Date (or if the date of such prepayment occurs prior to the first Rental Payment Date, the Commencement Date) to the date of such prepayment *plus* (iii) all other amounts then owing hereunder.

(b) *Payment in Full.* Lessor's security interests in and to the Equipment will be terminated and Lessee will own such Equipment free and clear of Lessor's security interest in such Equipment, after either (i) payment of the applicable Prepayment Price and all other amounts then owing hereunder in accordance with either Section 10.01(a)(ii) or Section 10.01(a)(iii) of this Agreement or (ii) upon the expiration of the Scheduled Term and payment in full of all Rental Payments then due and all other amounts then owing hereunder in accordance with this Agreement. Notwithstanding anything herein to the contrary, no portion of Lessor's security interests in and to the Equipment or other Collateral will be terminated in connection with any partial prepayment pursuant to Section 10.01(a)(i) of this Agreement.

ARTICLE XI

Section 11.01. Assignment by Lessor. (a) Lessor's right, title and interest in and to this Agreement, the Rental Payments and any other amounts payable by Lessee hereunder, the Escrow Agreement, its security interest in the Collateral (collectively, the "*Assigned Rights*"), may be assigned and reassigned by Lessor at any time, in whole or in part, to one or more assignees or sub-assignees without the necessity of obtaining the consent of Lessee; *provided*, that any such assignment, transfer or conveyance (i) shall be made only to investors each of whom Lessor reasonably believes is a "*qualified institutional buyer*" as defined in Rule 144A(a)(1) promulgated under the Securities Act of 1933, as amended, or an "*accredited investor*" as defined in Section 501(a)(1), (2), (3) or (7) of Regulation D promulgated under the Securities Act of 1933, as amended, and in either case is purchasing the Assigned Rights (or any interest therein) for its own account with no present intention to resell or distribute such Assigned Rights (or interest therein), subject to each investor's right at any time to dispose of the Assigned Rights (or any interest therein) as it determines to be in its best interests, (ii) shall not result in more than 35 owners of the Assigned Rights or the creation of any interest in the Assigned Rights in an aggregate principal component that is less than \$100,000 and (iii) shall not require Lessee to make Rental Payments, to send notices or otherwise to deal with respect to matters arising hereunder or under the Escrow Agreement with or to more than one Lease Servicer (as such term is defined below), and any trust agreement, participation agreement or custodial agreement under which multiple ownership interests in the Assigned Rights are created shall provide the method by which the owners of such interests shall establish the rights and duties of a single entity, trustee, owner, servicer or other fiduciary or agent acting on behalf of all of the assignees (herein referred to as the "*Lease Servicer*") to act on their behalf with respect to the Assigned Rights, including with

respect to the exercise of rights and remedies of Lessor on behalf of such owners upon the occurrence of an Event of Default or an Event of Non-appropriation under this Agreement. Lessor and Lessee hereby acknowledge and agree that the restrictions and limitations on transfer as provided in this Section 11.01 shall apply to the first and subsequent assignees and sub-assignees of any of the Assigned Rights (or any interest therein).

(b) Unless to an affiliate controlling, controlled by or under common control with Lessor, no assignment, transfer or conveyance permitted by this Section 11.01 shall be effective as against Lessee until Lessee shall have received a written notice of assignment that discloses the name and address of each such assignee; *provided*, that if such assignment is made to a bank or trust company as trustee or paying agent for owners of certificates of participation, participation interests, trust certificates or partnership interests with respect to the Rental Payments payable under this Agreement, it shall thereafter be sufficient that Lessee receives notice of the name and address of the bank, trust company or other entity that acts as the Lease Servicer. Notices of assignment provided pursuant to this Section 11.01(b) shall contain a confirmation of compliance with the transfer requirements imposed by Section 11.01(a) hereof. During the Lease Term, Lessee shall keep, or cause to be kept, a complete and accurate record of all such assignments in form necessary to comply with Section 149 of the Code. Lessee shall retain all such notices as a register of all assignees and shall make all payments to the assignee or assignees or Lease Servicer last designated in such register. Lessee shall not have the right to and shall not assert against any assignee any claim, counterclaim or other right Lessee may have against Lessor or the Vendor. Assignments in part may include without limitation assignment of all of Lessor's security interest in and to the Equipment and all rights in, to and under this Agreement related to such Equipment, and all of Lessor's security interest in and to the Collateral, or all rights in, to and under the Escrow Agreement.

(c) If Lessor notifies Lessee of its intent to assign this Agreement, Lessee agrees that it shall execute and deliver to Lessor a Notice and Acknowledgement of Assignment substantially in the form of *Exhibit H* attached hereto within five (5) business days after its receipt of such request.

Section 11.02. Assignment and Subleasing by Lessee. None of Lessee's right, title, and interest in, to and under this Agreement or any portion of the Equipment, the Escrow Agreement, the Escrow Account or any of the other Collateral may be assigned, encumbered or subleased by Lessee for any reason, and any purported assignment, encumbrance or sublease without Lessor's prior written consent shall be null and void.

ARTICLE XII

Section 12.01. Events of Default Defined. Any of the following events shall constitute an "Event of Default" under this Agreement:

(a) Failure by Lessee to (i) pay any Rental Payment or other payment required to be paid under this Agreement within ten (10) days after the date when due as specified herein, (ii) maintain insurance as required herein, or (iii) observe and perform any

covenant, condition or agreement on its part to be observed or performed under Section 6.01 or 6.02 hereof;

(b) Failure by Lessee to observe and perform any covenant, condition or agreement contained in this Agreement on its part to be observed or performed, other than as referred to in subsection (a) above, for a period of thirty (30) days after written notice specifying such failure and requesting that it be remedied is given to Lessee by Lessor, unless Lessor shall agree in writing to an extension of such time prior to its expiration; *provided* that, if the failure stated in the notice cannot be corrected within the applicable period, Lessor will not unreasonably withhold its consent to an extension of such time if corrective action is instituted by Lessee within the applicable period and diligently pursued until the default is corrected;

(c) Any statement, representation or warranty made by Lessee in or pursuant to this Agreement or its execution, delivery or performance shall prove to have been false, incorrect, misleading, or breached in any material respect on the date when made;

(d) Any payment default occurs under any other agreement for borrowing money, lease financing of property or otherwise receiving credit under which Lessee is an obligor, if such payment default (i) arises under any other agreement for borrowing money, lease financing of property or provision of credit provided by Lessor or any affiliate of Lessor, or (ii) arises under any obligation under which there is outstanding, owing or committed an aggregated amount in excess of \$500,000.00;

(e) Lessee shall (i) apply for or consent to the appointment of a receiver, trustee, custodian or liquidator of Lessee, or of all or a substantial part of the assets of Lessee, (ii) be unable, fail or admit in writing its inability generally to pay its debts as they become due, (iii) make a general assignment for the benefit of creditors, (iv) have an order for relief entered against it under applicable Federal bankruptcy law, or (v) file a voluntary petition in bankruptcy or a petition or an answer seeking reorganization or an arrangement with creditors or taking advantage of any insolvency law or any answer admitting the material allegations of a petition filed against Lessee in any bankruptcy, liquidation, readjustment, reorganization, moratorium or insolvency proceeding;

(f) An order, judgment or decree shall be entered by any court of competent jurisdiction, approving a petition or appointing a receiver, trustee, custodian or liquidator for Lessee or of all or a substantial part of the assets of Lessee, in each case without its application, approval or consent, and such order, judgment or decree shall continue unstayed and in effect for any period of thirty (30) consecutive days; or

(g) Any utility easement or right of way providing Lessee access to any Water Meter(s) and relating to any Equipment shall be canceled, terminated, suspended, revoked or otherwise not in full force and effect at any time during the Lease Term.

Section 12.02. Remedies on Default. Whenever any Event of Default exists, Lessor shall have the right, at its sole option without any further demand or notice, to take one or any combination of the following remedial steps:

(a) By written notice to Lessee, Lessor may declare all Rental Payments payable by Lessee and other amounts payable by Lessee hereunder to the end of the then current Original Term or Renewal Term to be immediately due and payable;

(b) With or without terminating the Lease Term, Lessor may enter the premises where the Equipment is located and retake possession of such Equipment or require Lessee at Lessee's expense to promptly return any or all of such Equipment to the possession of Lessor at such place within the United States as Lessor shall specify, and sell or lease such Equipment or, for the account of Lessee, sublease such Equipment, continuing to hold Lessee liable, but solely from legally available funds, for the difference between (i) the Rental Payments payable by Lessee and other amounts hereunder that are payable by Lessee to the end of the then current Original Term or Renewal Term, as the case may be, and (ii) the net proceeds of any such sale, leasing or subleasing (after deducting all expenses of Lessor in exercising its remedies hereunder, including without limitation all expenses of taking possession, storing, reconditioning and selling or leasing such Equipment and all brokerage, auctioneer's and attorney's fees), subject, however, to the provisions of Section 3.03 of this Agreement. The exercise of any such remedies respecting any such Event of Default shall not relieve Lessee of any other liabilities hereunder or with respect to the Equipment;

(c) Lessor may terminate the Escrow Agreement and apply any proceeds in the Escrow Account to the Rental Payments scheduled to be paid hereunder; and/or

(d) Lessor may take whatever action at law or in equity as may appear necessary or desirable to enforce its rights under this Agreement or the Escrow Agreement or as a secured party in any or all of the Equipment or the Escrow Account.

Section 12.03. No Remedy Exclusive. No remedy herein conferred upon or reserved to Lessor is intended to be exclusive and every such remedy shall be cumulative and shall be in addition to every other remedy given hereunder now or hereafter existing at law or in equity. No delay or omission to exercise any right or power accruing upon any default shall impair any such right or power or shall be construed to be a waiver thereof, but any such right or power may be exercised from time to time and as often as may be deemed expedient. In order to entitle Lessor to exercise any remedy reserved to it in this Article XII it shall not be necessary to give any notice other than such notice as may be required in this Article XII.

ARTICLE XIII

Section 13.01. Notices. All notices, certificates or other communications under this Agreement shall be sufficiently given and shall be deemed given when delivered or mailed by registered mail, postage prepaid, or delivered by overnight courier, or sent by facsimile transmission (with electronic confirmation) to the parties hereto at the addresses immediately after

the signatures to this Agreement (or at such other address as either party hereto shall designate in writing to the other for notices to such party) and to any assignee at its address as it appears on the registration books maintained by Lessee.

Section 13.02. Binding Effect. This Agreement shall inure to the benefit of and shall be binding upon Lessor and Lessee and their respective successors and assigns.

Section 13.03. Severability. In the event any provision of this Agreement shall be held invalid or unenforceable by any court of competent jurisdiction, such holding shall not invalidate or render unenforceable any other provision hereof.

Section 13.04. Amendments, Changes and Modifications. This Agreement may only be amended by Lessor and Lessee in writing.

Section 13.05. Execution in Counterparts. This Agreement may be simultaneously executed in several counterparts, each of which shall be an original and all of which shall constitute but one and the same instrument; *provided*, that only Counterpart No. 1 of this Agreement shall constitute chattel paper for purposes of the applicable Uniform Commercial Code.

Section 13.06. Applicable Law; Venue; Waiver of Jury Trial. This Agreement shall be governed by and construed in accordance with the laws of the State. The parties hereto consent and submit to the jurisdiction of the State and venue in any state or Federal court of such State for the purposes of any suit, action or other proceeding arising in connection with this Agreement, and each party expressly waives any objections that it may have to the venue of such courts. The parties hereto expressly waive any right to trial by jury in any action brought on or with respect to this Agreement. If the waiver of jury trial contained herein is unenforceable for any reason, then the parties hereto agree that the court shall, and is hereby directed to, make a general reference pursuant to California Code of Civil Procedure Section 638 to a referee to hear and determine all of the issues in such action or proceeding (whether of fact or of law) and to report a statement of decision.

Section 13.07. Captions. The captions or headings in this Agreement are for convenience only and in no way define, limit or describe the scope or intent of any provisions or sections of this Agreement.

Section 13.08. No Advisory or Fiduciary Relationship. In connection with all aspects of each transaction contemplated by this Agreement (including in connection with any amendment, waiver or other modification hereof or of any other related document), the Lessee acknowledges and agrees that: (a) (i) the transactions regarding this Agreement provided by the Lessor and any affiliate thereof are arm's-length commercial transactions between the Lessee, on the one hand, and the Lessor and its affiliates, on the other hand, (ii) the Lessee has consulted its own legal, accounting, regulatory and tax advisors to the extent it has deemed appropriate, and (iii) the Lessee is capable of evaluating, and understands and accepts, the terms, risks and conditions of the transactions contemplated by this Agreement and by the other related documents; (b) (i) the Lessor and its affiliates each is and has been acting solely as a principal and, except as expressly agreed in writing by the relevant parties, has not been, is not, and will not be acting as an advisor, agent

or fiduciary, for the Lessee, or any other person and (ii) neither the Lessor nor any of its affiliates has any obligation to the Lessee with respect to the transactions contemplated by this Agreement except those obligations expressly set forth herein and in the other related documents; and (c) the Lessor and its affiliates may be engaged in a broad range of transactions that involve interests that differ from those of the Lessee, and neither the Lessor nor any of its affiliates has any obligation to disclose any of such interests to the Lessee. To the fullest extent permitted by law, the Lessee, hereby waives and releases any claims that it may have against the Lessor or any of its affiliates with respect to any breach or alleged breach of agency or fiduciary duty in connection with any aspect of any transactions contemplated by this Agreement.

Section 13.09. Entire Agreement. The parties agree that this Agreement constitutes the final and entire agreement between the parties superseding all conflicting terms or provisions of any prior proposals, term sheets, solicitation documents, requests for proposals, award notices, approval letters or any other agreements or understandings between the parties.

Section 13.10. Electronic Signatures. The Related Documents may be executed and delivered by facsimile signature or other electronic or digital means (including, without limitation, Adobe's Portable Document Format ("PDF")). Any such signature shall be of the same force and effect as an original signature, it being the express intent of the parties to create a valid and legally enforceable contract between them. The exchange and delivery of the Related Documents and the related signature pages via facsimile or as an attachment to electronic mail (including in PDF) shall constitute effective execution and delivery by the parties and may be used by the parties for all purposes. Notwithstanding the foregoing, at the request of either party, the parties hereto agree to exchange inked original replacement signature pages as soon thereafter as reasonably practicable.

[Remainder of Page Intentionally Left Blank]

[Signature Page Follows]

IN WITNESS WHEREOF, Lessor and Lessee have caused this Equipment Lease/Purchase Agreement to be executed in their names by their duly authorized representatives as of the date first above written.

LESSOR:

BANC OF AMERICA PUBLIC CAPITAL CORP
11333 McCormick Road
Hunt Valley II
M/C MD5-031-06-05
Hunt Valley, MD 21031
Attention: Contract Administration
Fax No.: (443) 541-3057

LESSEE:

CITY OF PARAMOUNT
16400 Colorado Ave.
Paramount, CA 90723
Attention: Kim Sao, Finance Director
Telephone: (562) 220-2207
Fax No.: _____
Email: ksao@paramountcity.com

By: _____
Name: _____
Title: _____

By: _____
Name: _____
Title: _____

Counterpart No. _____ of _____ manually executed and serially numbered counterparts. To the extent that this Agreement constitutes chattel paper (as defined in the applicable Uniform Commercial Code), no security interest or ownership herein may be created through the transfer or possession of any Counterpart other than Counterpart No. 1.

LIST OF EXHIBITS

EXHIBIT A	—	Form of Equipment Schedule
EXHIBIT B	—	Form of Payment Schedule
EXHIBIT C-1	—	Form of Authorizing Resolution
EXHIBIT C-2	—	Form of Incumbency and Authorization Certificate
EXHIBIT D	—	Form of Opinion of Lessee's Counsel
EXHIBIT E	—	Form of Final Acceptance Certificate
EXHIBIT F	—	Form of Self-Insurance Certificate
EXHIBIT G	—	Reserved
EXHIBIT H	—	Form of Notice and Acknowledgement of Assignment
EXHIBIT I	—	Form of Escrow and Account Control Agreement

EXHIBIT A

EQUIPMENT SCHEDULE

Location of Equipment:

Equipment Description (Scope of Work):

EXHIBIT B**PAYMENT SCHEDULE**

RENTAL PAYMENT DATE	RENTAL PAYMENT AMOUNT	INTEREST PORTION	PRINCIPAL PORTION	OUTSTANDING BALANCE	PREPAYMENT PRICE (including prepayment premium, if applicable)
12/19/23				\$11,240,355.00	
12/1/24	\$ 626,843.40	\$ 518,860.43	\$ 107,982.97	11,132,372.03	\$11,355,019.47
6/1/25	270,460.99	270,460.99	0.00	11,132,372.03	11,355,019.47
12/1/25	635,716.99	270,460.99	365,256.00	10,767,116.03	10,982,458.35
6/1/26	261,587.10	261,587.10	0.00	10,767,116.03	10,982,458.35
12/1/26	645,032.10	261,587.10	383,445.00	10,383,671.03	10,591,344.45
6/1/27	252,271.30	252,271.30	0.00	10,383,671.03	10,591,344.45
12/1/27	654,812.30	252,271.30	402,541.00	9,981,130.03	10,180,752.63
6/1/28	242,491.57	242,491.57	0.00	9,981,130.03	10,180,752.63
12/1/28	665,079.57	242,491.57	422,588.00	9,558,542.03	9,749,712.87
6/1/29	232,224.79	232,224.79	0.00	9,558,542.03	9,749,712.87
12/1/29	675,856.79	232,224.79	443,632.00	9,114,910.03	9,297,208.23
6/1/30	221,446.75	221,446.75	0.00	9,114,910.03	9,297,208.23
12/1/30	687,171.75	221,446.75	465,725.00	8,649,185.03	8,822,168.73
6/1/31	210,131.96	210,131.96	0.00	8,649,185.03	8,822,168.73
12/1/31	699,049.96	210,131.96	488,918.00	8,160,267.03	8,323,472.37
6/1/32	198,253.70	198,253.70	0.00	8,160,267.03	8,323,472.37
12/1/32	711,519.70	198,253.70	513,266.00	7,647,001.03	7,799,941.05
6/1/33	185,783.90	185,783.90	0.00	7,647,001.03	7,799,941.05
12/1/33	724,610.90	185,783.90	538,827.00	7,108,174.03	7,250,337.51
6/1/34	172,693.10	172,693.10	0.00	7,108,174.03	7,250,337.51
12/1/34	738,353.10	172,693.10	565,660.00	6,542,514.03	6,673,364.31
6/1/35	158,950.39	158,950.39	0.00	6,542,514.03	6,673,364.31
12/1/35	752,780.39	158,950.39	593,830.00	5,948,684.03	6,067,657.71
6/1/36	144,523.29	144,523.29	0.00	5,948,684.03	6,067,657.71
12/1/36	767,926.29	144,523.29	623,403.00	5,325,281.03	5,431,786.65
6/1/37	129,377.71	129,377.71	0.00	5,325,281.03	5,431,786.65
12/1/37	783,825.71	129,377.71	654,448.00	4,670,833.03	4,764,249.69
6/1/38	113,477.90	113,477.89	0.01	4,670,833.02	4,764,249.68
12/1/38	800,517.90	113,477.89	687,040.01	3,983,793.01	4,063,468.87
6/1/39	96,786.26	96,786.26	0.00	3,983,793.01	4,063,468.87
12/1/39	818,040.26	96,786.26	721,254.00	3,262,539.01	3,327,789.79
6/1/40	79,263.39	79,263.39	0.00	3,262,539.01	3,327,789.79
12/1/40	836,436.39	79,263.39	757,173.00	2,505,366.01	2,555,473.33

RENTAL PAYMENT DATE	RENTAL PAYMENT AMOUNT	INTEREST PORTION	PRINCIPAL PORTION	OUTSTANDING BALANCE	PREPAYMENT PRICE (including prepayment premium, if applicable)
6/1/41	60,867.87	60,867.87	0.00	2,505,366.01	2,555,473.33
12/1/41	855,747.87	60,867.87	794,880.00	1,710,486.01	1,744,695.73
6/1/42	41,556.26	41,556.26	0.00	1,710,486.01	1,744,695.73
12/1/42	876,021.26	41,556.26	834,465.00	876,021.01	893,541.43
6/1/43	21,282.93	21,282.93	0.00	876,021.01	893,541.43
12/1/43	897,303.93	21,282.92	876,021.01	-	-
TOTAL	<u>\$17,946,077.72</u>	<u>\$6,705,722.72</u>	<u>\$11,240,355.00</u>		

Contract Rate. The Contract Rate is 4.859% per annum.

Prepayment Option Commencement Date. For purposes of Section 10.01 of the Agreement, the Prepayment Option Commencement Date is December 1, 2024.

LESSOR:

LESSEE:

BANC OF AMERICA PUBLIC CAPITAL CORP

CITY OF PARAMOUNT

By: _____
Name: _____
Title: _____

By: _____
Name: _____
Title: _____

EXHIBIT C-1

FORM OF AUTHORIZING RESOLUTION

A RESOLUTION OF THE GOVERNING BODY OF THE CITY OF PARAMOUNT AUTHORIZING THE EXECUTION AND DELIVERY OF AN EQUIPMENT LEASE/PURCHASE AGREEMENT WITH RESPECT TO THE ACQUISITION, FINANCING AND LEASING OF CERTAIN EQUIPMENT FOR THE PUBLIC BENEFIT WITHIN THE TERMS PROVIDED HEREIN; AUTHORIZING THE EXECUTION AND DELIVERY OF DOCUMENTS REQUIRED IN CONNECTION THEREWITH; AND AUTHORIZING THE TAKING OF ALL OTHER ACTIONS NECESSARY TO THE CONSUMMATION OF THE TRANSACTIONS CONTEMPLATED BY THIS RESOLUTION.

WHEREAS, the City of Paramount (the "*Lessee*"), a city duly organized and existing as a political subdivision, municipal corporation or similar public entity of the State of California, is authorized by the laws of the State of California to acquire, finance and lease personal property for the benefit of the Lessee and its inhabitants and to enter into contracts with respect thereto; and

WHEREAS, the Lessee desires to acquire, finance and lease certain equipment with a cost not to exceed \$_____ constituting personal property necessary for the Lessee to perform essential governmental functions (the "*Equipment*"); and

WHEREAS, in order to acquire such Equipment, the Lessee proposes to enter into that certain Equipment Lease/Purchase Agreement (the "*Agreement*") with Banc of America Public Capital Corp (or one of its affiliates), as lessor, (the "*Lessor*"), the form of which has been presented to the governing body of the Lessee at this meeting; and

WHEREAS, the governing body of the Lessee deems it for the benefit of the Lessee and for the efficient and effective administration thereof to enter into the Agreement and the other documentation relating to the acquisition, financing and leasing of the Equipment to be therein described on the terms and conditions therein and herein provided;

NOW, THEREFORE, Be It And It Is Hereby Resolved by the governing body of the Lessee as follows:

Section 1. Findings and Determinations. It is hereby found and determined that the terms of the Agreement, in the form presented to the governing body of Lessee at this meeting, are in the best interests of the Lessee for the acquisition, financing and leasing of the Equipment.

Section 2. Approval of Documents. The form, terms and provisions of the Agreement are hereby approved in substantially the forms presented at this meeting, with such insertions, omissions and changes as shall be approved by the _____ **[insert title of officials]** of the Lessee or other members of the governing body of the Lessee executing (in writing or electronically) the same, the execution of such documents being conclusive evidence of such approval; and the _____ of the Lessee is hereby authorized and directed

to execute (in writing or electronically), and the _____ of the Lessee is hereby authorized and directed to attest, the Agreement and any related Exhibits attached thereto and to deliver the Agreement (including such Exhibits) to the respective parties thereto, and the _____ of the Lessee is hereby authorized to affix the seal of the Lessee to such documents.

Section 3. Other Actions Authorized. The officers and employees of the Lessee shall take all action necessary or reasonably required by the parties to the Agreement to carry out, give effect to and consummate the transactions contemplated thereby (including the execution (in writing or electronically) and delivery of a Final Acceptance Certificate, an Escrow Agreement, Disbursement Requests and any tax certificate and agreement, as contemplated in the Agreement) and to take all action necessary in conformity therewith, including, without limitation, the execution (in writing or electronically) and delivery of any closing and other documents required to be delivered in connection with the Agreement.

Section 4. No General Liability. Nothing contained in this Resolution, the Agreement, the Escrow Agreement nor any other instrument shall be construed with respect to the Lessee as incurring a pecuniary liability or charge upon the general credit of the Lessee or against its taxing power, nor shall the breach of any agreement contained in this Resolution, the Agreement, the Escrow Agreement or any other instrument or document executed in connection therewith impose any pecuniary liability upon the Lessee or any charge upon its general credit or against its taxing power, except to the extent that the Rental Payments payable under the Agreement are limited obligations of the Lessee, subject to annual appropriation, as provided in the Agreement.

Section 5. Appointment of Authorized Lessee Representatives. The _____ and _____ of the Lessee are each hereby designated to act as authorized representatives of the Lessee for purposes of the Agreement and the Escrow Agreement until such time as the governing body of the Lessee shall designate any other or different authorized representative for purposes of the Agreement or the Escrow Agreement.

Section 6. Severability. If any section, paragraph, clause or provision of this Resolution shall for any reason be held to be invalid or unenforceable, the invalidity or unenforceability of such section, paragraph, clause or provision shall not affect any of the remaining provisions of this Resolution.

Section 7. Repealer. All bylaws, orders and resolutions or parts thereof, inconsistent herewith, are hereby repealed to the extent only of such inconsistency with respect to this Resolution. This repealer shall not be construed as reviving any bylaw, order, resolution or ordinance or part thereof.

Section 8. Effective Date. This Resolution shall be effective immediately upon its approval and adoption.

ADOPTED AND APPROVED by the governing body of the Lessee this _____ day of _____.

CITY OF PARAMOUNT, as Lessee

[SEAL]

By: _____

Printed Name: _____

Title: _____

Attest:

By: _____

Printed Name: _____

Title: _____

The undersigned, a duly elected or appointed and acting City Clerk of the Lessee identified in the above Resolution No. ____ (the "*Resolution*"), hereby certifies that the Resolution is a full, true and correct copy of such Resolution as adopted by the governing body of the Lessee on _____, 20___. The Resolution is in full force and effect on the date hereof and has not been amended, modified or otherwise changed by the governing body of the Lessee since the date of adoption of the Resolution.

Dated this ____ day of _____, 20__.

Name: _____
Title: _____

EXHIBIT C-2

FORM OF INCUMBENCY AND AUTHORIZATION CERTIFICATE

The undersigned, a duly elected or appointed and acting City Clerk of the City of Paramount ("*Lessee*") certifies as follows:

A. The following listed persons are duly elected or appointed and acting officials of Lessee (the "*Officials*") in the capacity set forth opposite their respective names below and the facsimile signatures below are true and correct as of the date hereof;

B. The Officials are duly authorized, on behalf of Lessee, to negotiate, execute, in writing or electronically, and deliver the Equipment Lease/Purchase Agreement dated as of December 19, 2023 by and between Lessee and Banc of America Public Capital Corp ("*Lessor*"), the Escrow and Account Control Agreement dated as of December 19, 2023 by and among Lessor, Lessee and Wilmington Trust, National Association, as Escrow Agent, all documents related thereto and delivered in connection therewith (collectively, the "*Operative Agreements*"), and the Operative Agreements each are the binding and authorized agreements of Lessee, enforceable in all respects in accordance with their respective terms.

NAME OF OFFICIAL	TITLE	SIGNATURE
_____	_____	_____
_____	_____	_____
_____	_____	_____

Dated: December 19, 2023

By: _____
Name: _____
Title: _____

(The signer of this Certificate cannot be listed above as authorized to execute the Operative Agreements.)

EXHIBIT D

**FORM OF OPINION OF COUNSEL TO LESSEE
(TO BE TYPED ON LETTERHEAD OF COUNSEL)**

[Closing Date]

Banc of America Public Capital Corp
11333 McCormick Road
Mail Code: MD5-031-06-05
Hunt Valley, MD 21031
Attn: Contract Administration

Re: Equipment Lease/Purchase Agreement,
dated as of December 19, 2023,
by and between
Banc of America Public Capital Corp, as Lessor,
and the City of Paramount, as Lessee

Ladies and Gentlemen:

As legal counsel to the City of Paramount ("*Lessee*"), I have examined (a) an executed counterpart of that certain Equipment Lease/Purchase Agreement, dated as of December 19, 2023, and Exhibits thereto by and between Banc of America Public Capital Corp ("*Lessor*") and Lessee (the "*Agreement*"), which, among other things, provides for the lease of certain property (the "*Equipment*") and a certain Escrow and Account Control Agreement dated as of December 19, 2023 by and among Lessor, Lessee, and Wilmington Trust, National Association as Escrow Agent (the "*Escrow Agreement*"), (b) an executed counterpart of the ordinances or resolutions of Lessee with respect to authorization of the transaction contemplated by the Agreement, the Escrow Agreement and documents related thereto and (c) such other opinions, documents and matters of law as I have deemed necessary in connection with the following opinions. The Agreement, the Escrow Agreement, and the documents relating thereto are herein collectively referred to as the "*Transaction Documents*".

Based on the foregoing, I am of the following opinions:

1. Lessee is a general law city, duly organized and existing under the laws of the State, and is a political subdivision of the State within the meaning of Section 103(c) of the Internal Revenue Code of 1986, as amended (the "*Code*") and the obligations of Lessee under the Agreement will constitute an obligation of Lessee within the meaning of Section 103(a) of the Code, notwithstanding Section 103(b) of the Code.

2. Lessee has the requisite power and authority to lease and acquire the Equipment and to execute and deliver the Transaction Documents and to perform its obligations under the Transaction Documents.

3. The Transaction Documents have been duly authorized, approved, executed and delivered by and on behalf of Lessee and the Transaction Documents are legal, valid and binding obligations of Lessee, enforceable against Lessee in accordance with their respective terms, except to the extent limited by state and federal law affecting creditor's remedies and by bankruptcy, reorganization, moratorium or other laws of general application relating to or affecting the enforcement of creditors' rights.

4. The authorization, approval, execution and delivery of the Transaction Documents and all other proceedings of Lessee relating to the transactions contemplated thereby have been performed in accordance with all open meeting laws, procurement and public bidding laws and all other applicable State or Federal laws.

5. There is no proceeding pending or threatened in any court or before any governmental authority or arbitration board or tribunal that, if adversely determined, would adversely affect the transactions contemplated by the Transaction Documents or the security interest of Lessor or its assigns, as the case may be, in the Equipment, the Escrow Account or other Collateral thereunder.

6. The portion of Rental Payments designated as interest is excluded from gross income for Federal income tax purposes under Section 103 of the Code and is exempt from State of California personal income taxes; and such interest is not a specific item of tax preference for purposes of the federal alternative minimum tax.

All capitalized terms herein shall have the same meanings as in the Transaction Documents unless otherwise provided herein. Lessor and its successors and assigns are entitled to rely on this opinion.

Sincerely,

EXHIBIT E

FORM OF FINAL ACCEPTANCE CERTIFICATE

Banc of America Public Capital Corp
11333 McCormick Road
Mail Code: MD5-031-06-05
Hunt Valley, MD 21031
Attn: Contract Administration

Re: Equipment Lease/Purchase Agreement,
dated as of December 19, 2023,
by and between
Banc of America Public Capital Corp, as Lessor, and
the City of Paramount, as Lessee

Ladies and Gentlemen:

In accordance with the above-referenced Equipment Lease/Purchase Agreement (the "*Agreement*"), the undersigned Lessee hereby certifies and represents to, and agrees with Lessor as follows:

1. All of the Equipment has been delivered, installed, is operating in a manner consistent with the manufacturer's intended use and has been inspected and finally accepted for all purposes by Lessee and title thereto has transferred to Lessee and any security interest of Vendor therein has been released.
2. Lessee has conducted such inspection and/or testing of the Equipment as it deems necessary and appropriate in order to determine the Equipment's capability and functionality in order to accept such Equipment and hereby acknowledges that it accepts the Equipment for all purposes.
3. Lessee is currently maintaining the insurance coverage required by Section 7.02 of the Agreement.
4. Lessee hereby reaffirms that the representations, warranties and covenants contained in the Agreement are true and correct as of the date hereof.
5. No event or condition that constitutes, or with notice or lapse of time, or both, would constitute, an Event of Default exists at the date hereof.
6. No Material Adverse Change has occurred since the date of the execution and delivery of the Agreement.

7. No Event of Non-appropriation has occurred or been threatened.

Capitalized terms used, but not defined, in this Final Acceptance Certificate shall have the same meanings as when such terms are used in the Agreement.

Date: _____ -

LESSEE:

CITY OF PARAMOUNT

By: _____

Name: _____

Title: _____

(SEAL)

EXHIBIT F

FORM OF SELF INSURANCE CERTIFICATE

Banc of America Public Capital Corp
11333 McCormick Road
Mail Code: MD5-031-06-05
Hunt Valley, MD 21031
Attn: Contract Administration

Re: Equipment Lease/Purchase Agreement,
dated as of December 19, 2023, (the "*Agreement*")
by and between
Banc of America Public Capital Corp, as Lessor,
and the City of Paramount, as Lessee

In connection with the above-referenced Agreement, the City of Paramount (the "*Lessee*") hereby warrants and represents to Banc of America Public Capital Corp the following information. The terms capitalized herein but not defined herein shall have the meanings assigned to them in the Agreement.

1. The Lessee is self-insured for damage or destruction to the Equipment. The dollar amount limit for property damage to the Equipment under such self-insurance program is \$ _____. **[The Lessee maintains an umbrella insurance policy for claims in excess of Lessee's self-insurance limits for property damage to the Equipment which policy has a dollar limit for property damage to the Equipment under such policy of \$ _____.]**

2. The Lessee is self-insured for liability for injury or death of any person or damage or loss of property arising out of or relating to the condition or operation of the Equipment. The dollar limit for such liability claims under the Lessee's self-insurance program is \$ _____. **[The Lessee maintains an umbrella insurance policy for claims in excess of Lessee's self-insurance limits for liability which policy has a dollar limit for liabilities for injury and death to persons as well as damage or loss of property arising out of or relating to the condition or operation of the Equipment in the amount of \$ _____.]**

[3]. The Lessee maintains a self-insurance fund. Monies in the self-insurance fund [are/are not] subject to annual appropriation. The total amount maintained in the self-insurance fund to cover Lessee's self-insurance liabilities is \$ _____. **[Amounts paid from the Lessee's self-insurance fund are subject to a dollar per claim of \$ _____.]**

[3]. The Lessee does not maintain a self-insurance fund. The Lessee obtains funds to pay claims for which it has self-insured from the following sources: _____.

Amounts payable for claims from such sources are limited as follows:

4. Attached hereto are copies of certificates of insurance with respect to policies maintained by Lessee.

LESSEE:

CITY OF PARAMOUNT

By: _____
Name: _____
Title: _____

EXHIBIT G

RESERVED

EXHIBIT H

FORM OF NOTICE AND ACKNOWLEDGEMENT OF ASSIGNMENT

Dated _____

Banc of America Public Capital Corp (“*Assignor*”) hereby gives notice that it has assigned and sold to _____ (“*Assignee*”) all of Assignor’s right, title and interest in, to and under the Equipment Lease/Purchase Agreement dated as of December 19, 2023 (the “*Agreement*”), by and between Assignor and the City of Paramount (“*Lessee*”), together with all exhibits, schedules, addenda and attachments related thereto, and all certifications and other documents delivered in connection therewith, the Rental Payments and other amounts due under the Agreement, all of Assignor’s right, title and interest in the Equipment (as defined in the Agreement), and all of Assignor’s right, title and interest in, to and under the Escrow and Account Control Agreement dated as of December 19, 2023 (the “*Escrow Agreement*”) by and among Lessee, Assignor and Wilmington Trust, National Association, as Escrow Agent, together with the Escrow Account and other Collateral (collectively, the “*Assigned Property*”). Each capitalized term used but not defined herein has the meaning set forth in the Agreement.

1. Lessee hereby acknowledges the effect of the assignment of the Assigned Property and absolutely and unconditionally agrees to deliver to Assignee all Rental Payments and other amounts coming due under the Agreement in accordance with the terms thereof on and after the date of this Acknowledgment.

2. Lessee hereby agrees that: (i) Assignee shall have all the rights of Lessor under the Agreement and all related documents, including, but not limited to, the rights to issue or receive all notices and reports, to give all consents or agreements to modifications thereto, to receive title to the Equipment in accordance with the terms of the Agreement, to declare a default and to exercise all rights and remedies thereunder in connection with the occurrence of an Event of Non-appropriation or an Event of Default; and (ii) **[except as provided in Section 3.03 of the Agreement,]** the obligations of Lessee to make Rental Payments and to perform and observe the other covenants and agreements contained in the Agreement shall be absolute and unconditional in all events without abatement, diminution, deduction, set-off or defense.

3. Lessee agrees that, as of the date of this Notice and Acknowledgment of Assignment (this “*Acknowledgement*”), the following information about the Agreement is true, accurate and complete:

Number of Rental Payments Remaining	_____
Amount of Each Rental Payment	\$ _____
Total Amount of Rental Payments	_____
Remaining	\$ _____
Frequency of Rental Payments	_____
Next Rental Payment Due	_____
Funds Remaining in Escrow Account	\$ _____

4. The Agreement remains in full force and effect, has not been amended, no Event of Default (or event which with the passage of time or the giving of notice or both would constitute an Event of Default) has occurred thereunder and no Event of Non-appropriation has occurred or is threatened with respect thereto.

5. Assignor hereby acknowledges the transfer restrictions imposed by Section 11.01 of the Agreement and confirms that the assignment to Assignee has been made in accordance with the provisions of that Section.

6. Any inquiries of Lessee related to the Agreement and any requests for disbursements from the Escrow Account, if applicable, and all Rental Payments and other amounts coming due pursuant to the Agreement on and after the date of this Acknowledgment should be remitted to Assignee at the following address (or such other address as provided to Lessee in writing from time to time by Assignee):

ACKNOWLEDGED AND AGREED:

LESSEE: CITY OF PARAMOUNT

By: _____
Name: _____
Title: _____

ASSIGNOR: BANC OF AMERICA PUBLIC CAPITAL CORP

By: _____
Name: _____
Title: _____

EXHIBIT I

ESCROW AND ACCOUNT CONTROL AGREEMENT

See Item #4 in Transcript

ESCROW AND ACCOUNT CONTROL AGREEMENT

This Escrow and Account Control Agreement (this “*Agreement*”), dated as of December 19, 2023, by and among Banc of America Public Capital Corp, a Kansas corporation (together with its successors and assigns, hereinafter referred to as “*Lessor*”), City of Paramount, a city existing under the laws of the State of California (hereinafter referred to as “*Lessee*”) and Wilmington Trust, National Association, a national banking association organized under the laws of the United States of America (hereinafter referred to as “*Escrow Agent*”).

Reference is made to that certain Equipment Lease/Purchase Agreement dated as of December 19, 2023 between Lessor and Lessee (hereinafter referred to as the “*Lease*”), covering the acquisition and lease of certain Equipment described therein (the “*Equipment*”). It is a requirement of the Lease that the Acquisition Amount (\$11,240,355.00) be deposited into a segregated escrow account under terms satisfactory to Lessor, for the purpose of fully funding the Lease, and providing a mechanism for the application of such amounts to the purchase of and payment for the Equipment.

NOW, THEREFORE, in consideration of the mutual promises contained herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

Section I. Creation of Escrow Account. (a) There is hereby created an escrow fund to be known as the “City of Paramount Escrow Account” (the “*Escrow Account*”) to be held by the Escrow Agent for the purposes stated herein, for the benefit of Lessor and Lessee, to be held, disbursed and returned in accordance with the terms hereof.

(b) Lessee may, from time to time, provide written instructions for Escrow Agent to use any available cash in the Escrow Account to purchase any money market fund or liquid deposit investment vehicle that Escrow Agent from time to time makes available to the parties hereto. Such written instructions shall be provided via delivery to Escrow Agent of a signed and completed Escrow Account Investment Selection Form (such form available from Escrow Agent upon request). All funds invested by Escrow Agent at the direction of Lessee in such short-term investments (as more particularly described in Escrow Agent’s Escrow Account Investment Selection Form) shall be deemed to be part of the Escrow Account and subject to all the terms and conditions of this Agreement. The Escrow Agent is hereby authorized and directed to sell or redeem any such investments as it deems necessary to make any payments or distributions required under this Agreement. The Lessee acknowledges that neither the Escrow Agent nor the Lessor is providing investment supervision, recommendations, or advice. If any cash is received for the Escrow Account after the cut-off time for the designated short-term investment vehicle, the Escrow Agent shall hold such cash uninvested until the next Business Day. “*Business Day*” means a day other than a Saturday, Sunday or legal holiday, on which banking institutions are not closed in Chicago, Illinois, Paramount, California or New York, New York. In the absence of written instructions from Lessee (on Escrow Agent’s Escrow Account Investment Selection Form) designating a short-term investment of cash in the Escrow Account, cash in the Escrow Account shall remain uninvested and it shall not be collateralized. Escrow Agent shall have no obligation

to pay interest on cash in respect of any period during which it remains uninvested. Lessee shall be solely responsible for ascertaining that all proposed investments and reinvestments are Qualified Investments and that they comply with federal, state and local laws, regulations and ordinances governing investment of such funds and for providing appropriate notice to the Escrow Agent for the reinvestment of any maturing investment. Accordingly, neither the Escrow Agent nor Lessor shall be responsible for any liability, cost, expense, loss or claim of any kind, directly or indirectly arising out of or related to the investment or reinvestment of all or any portion of the moneys on deposit in the Escrow Account, and Lessee agrees to and does hereby release the Escrow Agent and Lessor from any such liability, cost, expenses, loss or claim. Interest on the Escrow Account shall become part of the Escrow Account, and gains and losses on the investment of the moneys on deposit in the Escrow Account shall be borne by the Lessee. The Escrow Agent shall have no discretion whatsoever with respect to the management, disposition or investment of the Escrow Account. The Escrow Agent shall not be responsible for any market decline in the value of the Escrow Account and has no obligation to notify Lessor and Lessee of any such decline or take any action with respect to the Escrow Account, except upon specific written instructions stated herein. For purposes of this Agreement, "Qualified Investments" means any investments which meet the requirements of California Government Code Sections 53600 *et seq.*

(c) Unless the Escrow Account is earlier terminated in accordance with the provisions of paragraph (d) below, amounts in the Escrow Account shall be disbursed by the Escrow Agent in payment of amounts described in Section 2 hereof upon receipt of written instruction(s) from Lessor, as is more fully described in Section 2 hereof. If the amounts in the Escrow Account are insufficient to pay such amounts, Lessee shall provide any balance of the funds needed to complete the acquisition of the Equipment. Any moneys remaining in the Escrow Account on or after the earlier of (i) the expiration of the Acquisition Period or (ii) the date on which Lessee executes a Final Acceptance Certificate shall be applied as provided in Section 4 hereof.

(d) The Escrow Account shall be terminated at the earliest of (i) the final distribution of amounts in the Escrow Account, (ii) the date on which Lessee executes a Final Acceptance Certificate or (iii) written notice given by Lessor of the occurrence of an Event of Default under the Lease or termination of the Lease due to an Event of Non-appropriation. Notwithstanding the foregoing, this Agreement shall not terminate nor shall the Escrow Account be closed until all funds deposited hereunder have been disbursed.

(e) The Escrow Agent may act in reliance upon any writing or instrument or signature which it, in good faith, believes to be genuine and may assume the validity and accuracy of any statement or assertion contained in such a writing or instrument. The Escrow Agent shall not be liable in any manner for the sufficiency or correctness as to form, manner of execution, or validity of any instrument nor as to the identity, authority, or right of any person executing the same; and its duties hereunder shall be limited to the receipt of such moneys, instruments or other documents received by it as the Escrow Agent, and for the disposition of the same in accordance herewith. Notwithstanding and without limiting the generality of the foregoing, concurrent with the execution of this Agreement, Lessee and Lessor, respectively, shall deliver to the Escrow Agent an authorized signers form in the form of Exhibit A-1 (Lessee) and Exhibit A-2 (Lessor) attached hereto. Notwithstanding the foregoing sentence, the Escrow Agent is authorized to comply with and rely upon any notices, instructions or other communications believed by it to have been sent

or given by the parties or by a person or persons authorized by the parties. The Escrow Agent specifically allows for receiving direction by written or electronic transmission from an authorized representative with the following caveat, to the extent permitted by law, Lessee and Lessor agree to indemnify and hold harmless the Escrow Agent against any and all claims, losses, damages, liabilities, judgments, costs and expenses (including reasonable attorneys' fees) (collectively, "*Losses*") incurred or sustained by the Escrow Agent as a result of or in connection with the Escrow Agent's reliance upon and compliance with instructions or directions given by written or electronic transmission given by each, respectively, *provided, however*, that such Losses have not arisen from the gross negligence or willful misconduct of the Escrow Agent, with regards to the execution of the instructions or directions in question, it being understood that forbearance on the part of the Escrow Agent to verify or confirm that the person giving the instructions or directions, is, in fact, an authorized person shall not be deemed to constitute gross negligence or willful misconduct.

In the event conflicting instructions as to the disposition of all or any portion of the Escrow Account are at any time given by Lessor and Lessee, the Escrow Agent shall abide by the instructions or entitlement orders given by Lessor without consent of the Lessee.

(f) Unless the Escrow Agent is guilty of gross negligence or willful misconduct with regard to its duties hereunder, Lessee agrees to and does hereby release and indemnify the Escrow Agent and its directors, officers, employees and agents and hold it harmless from any and all claims, liabilities, losses, actions, suits or proceedings at law or in equity, or any other expense, fees or charges of any character or nature, which it may incur or with which it may be threatened by reason of its acting as Escrow Agent under this Agreement; and in connection therewith, does to the extent permitted by law indemnify the Escrow Agent against any and all expenses; including reasonable attorneys' fees and the cost of defending any action, suit or proceeding or resisting any claim.

(g) If Lessee and Lessor shall be in disagreement about the interpretation of the Lease, or about the rights and obligations, or the propriety of any action contemplated by the Escrow Agent hereunder, the Escrow Agent may, but shall not be required to, file an appropriate civil action including an interpleader action to resolve the disagreement. The Escrow Agent shall be reimbursed by Lessee for all costs, including reasonable attorneys' fees, in connection with such civil action, and shall be fully protected in suspending all or part of its activities under this Agreement until a final judgment in such action is received.

(h) The Escrow Agent may consult with counsel of its own choice and shall have full and complete authorization and protection with the opinion of such counsel. The Escrow Agent shall otherwise not be liable for any mistakes of fact or errors of judgment, or for any acts or omissions of any kind unless caused by its willful misconduct. The Escrow Agent may act through attorneys or agents and shall not be responsible for the acts or omissions of any such attorney or agent appointed with due care.

(i) The compensation fee for Escrow Agent's services under this Agreement is \$0.00. Lessee shall reimburse the Escrow Agent for all reasonable costs and expenses, including those of the Escrow Agent's attorneys, agents and employees incurred for non-routine administration of

the Escrow Account, execution of the directions provided by the Lessee and Lessor and the performance of the Escrow Agent's powers and duties hereunder in connection with any Event of Default under the Lease, any termination of the Lease due to an Event of Non-appropriation or in connection with any dispute between Lessor and Lessee concerning the Escrow Account. The terms of this paragraph shall survive termination of this Agreement and/or the earlier resignation or removal of the Escrow Agent.

(j) The Escrow Agent or any successor may at any time resign by giving mailed notice to Lessee and Lessor of its intention to resign and of the proposed date of resignation (the "*Effective Date*"), which shall be a date not less than 60 days after such notice is delivered to an express carrier, charges prepaid, unless an earlier resignation date and the appointment of a successor shall have been approved by the Lessee and Lessor. After the Effective Date, the Escrow Agent shall be under no further obligation except to hold the Escrow Account in accordance with the terms of this Agreement, pending receipt of written instructions from Lessor regarding further disposition of the Escrow Account.

(k) The Escrow Agent shall have no responsibilities, obligations or duties other than those expressly set forth in this Agreement and no implied duties responsibilities or obligations shall be read into this Agreement. The Escrow Agent shall neither be responsible for, nor chargeable with, knowledge of the terms and conditions of any other agreement, instrument, or document other than this Agreement, whether or not an original or a copy of such agreement has been provided to the Escrow Agent.

(l) The permissive rights of the Escrow Agent to do things enumerated in this Agreement shall not be construed as a duty and, with respect to such permissive rights, the Escrow Agent shall not be answerable for other than its gross negligence or willful misconduct.

(m) Nothing in this Agreement shall require the Escrow Agent to expend or risk its own funds or otherwise incur any financial liability in the performance of any of its duties or in the exercise of any of its rights or powers hereunder.

(n) In no event shall the Escrow Agent be responsible or liable for special, indirect, punitive, incidental or consequential loss or damage of any kind whatsoever (including, but not limited to, loss of profit) irrespective of whether the Escrow Agent has been advised of the likelihood of such loss or damage and regardless of the form of action.

(o) In the event that any of the funds in the Escrow Account shall be attached, garnished or levied upon by any court order, or the delivery thereof shall be stayed or enjoined by an order of a court, or any order, judgment or decree shall be made or entered by any court order affecting the funds in the Escrow Account, the Escrow Agent is hereby expressly authorized to respond as it deems appropriate or to comply with all writs, orders or decrees so entered or issued, or which it is advised by legal counsel of its own choosing is binding upon it, whether with or without jurisdiction. To the extent permitted by law, the Escrow Agent shall inform the Lessor and Lessee in writing about any such attachment, garnishment, levy, court order, judgment or decree within ten (10) business days of its receipt of any such attachment, garnishment, levy, court order, judgment or decree. In the event that the Escrow Agent obeys or complies with any such writ,

order or decree, it shall not be liable to any of the other parties to this Agreement or to any other person, firm or corporation, should, by reason of such compliance notwithstanding, such writ, order or decree be subsequently reversed, modified, annulled, set aside or vacated.

Section 2. Acquisition and Installation of Equipment.

(a) *Acquisition Contracts.* Lessee will arrange for, supervise and provide for, or cause to be supervised and provided for, the acquisition of the with moneys available in the Escrow Account. Lessee represents the estimated costs of the Equipment are within the funds estimated to be available therefor, and Lessor makes no warranty or representation with respect thereto. Lessor shall have no liability under any of the acquisition or construction contracts. Lessee shall obtain all necessary permits and approvals, if any, for the acquisition, equipping and installation of the Equipment, and the operation and maintenance thereof. Escrow Agent shall have no duty to inquire as to the performance or nonperformance of any provision of any other agreement, instrument, or document other than this Agreement or monitor or enforce Lessee's compliance with the foregoing covenant.

(b) *Authorized Escrow Account Disbursements.* It is agreed as between Lessee and Lessor that disbursements from the Escrow Account shall be made for the purpose of paying (including the reimbursement to Lessee for advances from its own funds to accomplish the purposes hereinafter described) the cost of acquiring the Equipment.

(c) *Requisition Procedure.* No disbursement from the Escrow Account shall be made unless and until Lessor has approved in writing such requisition. Prior to disbursement from the Escrow Account there shall be filed with the Escrow Agent a requisition for such payment in the form of Disbursement Request attached hereto as Schedule 1, stating each amount to be paid and the name of the person, firm or corporation to whom payment thereof is due. All disbursements shall be made by wire transfer. The Escrow Agent is authorized to obtain and rely on confirmation of such Disbursement Request and payment instructions by telephone call-back to the person or persons designated for verifying such requests on Exhibit A-2 (such person verifying the request shall be different than the person initiating the request). The Lessor and Lessee hereby confirm that any call-back performed by Escrow Agent to verify a disbursement instruction pursuant to a Disbursement Request submitted pursuant to this Section 2(c) before release, shall be made to Lessor only and Escrow Agent shall have no obligation to call-back Lessee.

Each such Disbursement Request shall be signed by an authorized representative of Lessee (an "*Authorized Representative*") and by Lessor, and shall be subject to the following conditions, which Escrow Agent shall conclusively presume have been satisfied at such time as a requisition executed by Lessee and Lessor is delivered to it:

1. Delivery to Lessor of an executed Disbursement Request in the form attached hereto as Schedule 1;
2. Delivery to Lessor of copies of invoices (and proofs of payment of such invoices, if Lessee seeks reimbursement) and bills of sale therefor or other evidence of title

transfer, and release by Vendor of any security interest, therefor as required by Section 3.04 of the Lease and any additional documentation reasonably requested by Lessor; and

3. The disbursement shall occur during the Acquisition Period.

Lessee and Lessor agree that their execution of the form attached hereto as Schedule 1 and delivery of the executed form to Escrow Agent confirms that all of the requirements and conditions with respect to disbursements set forth in this Section 2 have been satisfied.

Section 3. Deposit to Escrow Account. Upon satisfaction of the conditions specified in Section 3.04 of the Lease, Lessor will cause the Acquisition Amount to be deposited in the Escrow Account. Lessee agrees to pay any costs with respect to the Equipment in excess of amounts available therefor in the Escrow Account. The Escrow Agent shall not be liable for any amount in excess of the Acquisition Amount.

Section 4. Excess Proceeds in Escrow Account. Upon receipt of written instructions from Lessor including a representation that one of the following conditions has been satisfied (upon which representation Escrow Agent shall conclusively rely), any funds remaining in the Escrow Account on or after the earlier of (a) the expiration of the Acquisition Period or (b) the date on which Lessee executes a Final Acceptance Certificate, or upon a termination of the Escrow Account as provided in this Agreement, shall be distributed by the Escrow Agent to the Lessor in order for the Lessor to apply such funds to amounts owed by Lessee under the Lease in accordance with Section 4.07 of the Lease.

Section 5. Security Interest. The Escrow Agent and Lessee acknowledge and agree that the Escrow Account and all proceeds thereof are being held by Escrow Agent for disbursement or return as set forth herein. Lessee hereby grants to Lessor a first priority perfected security interest in the Escrow Account, and all proceeds thereof, and all investments made with any amounts in the Escrow Account. If the Escrow Account, or any part thereof, is converted to investments as set forth in this Agreement, such investments shall be made in the name of Escrow Agent and the Escrow Agent hereby agrees to hold such investments as bailee for Lessor so that Lessor is deemed to have possession of such investments for the purpose of perfecting its security interest.

Section 6. Control of Escrow Account. In order to perfect Lessor's security interest by means of control in (i) the Escrow Account established hereunder, (ii) all securities entitlements, investment property and other financial assets now or hereafter credited to the Escrow Account, (iii) all of Lessee's rights in respect of the Escrow Account, such securities entitlements, investment property and other financial assets, and (iv) all products, proceeds and revenues of and from any of the foregoing personal property (collectively, the "*Collateral*"), Lessor, Lessee and Escrow Agent further agree as follows:

(a) All terms used in this Section 6 which are defined in the California Commercial Code (the "*Commercial Code*") but are not otherwise defined herein shall have the meanings assigned to such terms in the Commercial Code, as in effect on the date of this Agreement.

(b) Escrow Agent will comply with all entitlement orders originated by Lessor with respect to the Collateral, or any portion of the Collateral, without further consent by Lessee.

(c) *Provided* that account investments shall be held in the name of the Escrow Agent, Escrow Agent hereby represents and warrants (i) that the records of Escrow Agent show that Lessee is the sole owner of the Collateral, (ii) that Escrow Agent has not been served with any notice of levy or received any notice of any security interest in or other claim to the Collateral, or any portion of the Collateral, other than Lessor's claim pursuant to this Agreement, and (iii) that Escrow Agent is not presently obligated to accept any entitlement order from any person with respect to the Collateral, except for entitlement orders that Escrow Agent is obligated to accept from Lessor under this Agreement and entitlement orders that Escrow Agent, subject to the provisions of paragraph (e) below, is obligated to accept from Lessee.

(d) Without the prior written consent of Lessor, Escrow Agent will not enter into any agreement by which Escrow Agent agrees to comply with any entitlement order of any person other than Lessor or, subject to the provisions of paragraph (e) below, Lessee, with respect to any portion or all of the Collateral. Escrow Agent shall promptly notify Lessor if any person requests Escrow Agent to enter into any such agreement or otherwise asserts or seeks to assert a Lien, encumbrance or adverse claim against any portion or all of the Collateral.

(e) Except as otherwise provided in this paragraph (e) and subject to Section 1(b) hereof, Lessee may effect sales, trades, transfers and exchanges of Collateral within the Escrow Account, but will not, without the prior written consent of Lessor, withdraw any Collateral from the Escrow Account. Escrow Agent acknowledges that Lessor reserves the right, by delivery of written notice to Escrow Agent, to prohibit Lessee from effecting any withdrawals (including withdrawals of ordinary cash dividends and interest income), sales, trades, transfers or exchanges of any Collateral held in the Escrow Account. Further, Escrow Agent hereby agrees to comply with any and all written instructions delivered by Lessor to Escrow Agent (once it has had a reasonable opportunity to comply therewith) and has no obligation to, and will not, investigate the reason for any action taken by Lessor, the amount of any obligations of Lessee to Lessor, the validity of any of Lessor's claims against or agreements with Lessee, the existence of any defaults under such agreements, or any other matter.

(f) Lessee hereby irrevocably authorizes Escrow Agent to comply with all instructions and entitlement orders delivered by Lessor to Escrow Agent.

(g) Escrow Agent will not attempt to assert control, and does not claim and will not accept any security or other interest in, any part of the Collateral, and Escrow Agent will not exercise, enforce or attempt to enforce any right of setoff against the Collateral, or otherwise charge or deduct from the Collateral any amount whatsoever.

(h) Escrow Agent and Lessee hereby agree that any property held in the Escrow Account shall be treated as a financial asset under such section of the Commercial Code as corresponds with Section 8-102 of the Uniform Commercial Code, notwithstanding any contrary provision of any other agreement to which Escrow Agent may be a party.

(i) Escrow Agent is hereby authorized and instructed, and hereby agrees, to send to Lessor at its address set forth in Section 8 below, concurrently with the sending thereof to Lessee, duplicate copies of any and all monthly Escrow Account statements or reports issued or sent to Lessee with respect to the Escrow Account.

Section 7. Information Required Under USA Patriot Act. The parties acknowledge that in order to help the United States government fight the funding of terrorism and money laundering activities, pursuant to Federal regulations that became effective on October 1, 2003 (Section 326 of the USA Patriot Act) all financial institutions are required to obtain, verify, record and update information that identifies each person establishing a relationship or opening an account. The parties to this Agreement agree that they will provide to the Escrow Agent such information as it may request, from time to time, in order for the Escrow Agent to satisfy the requirements of the USA Patriot Act, including but not limited to the name, address, tax identification number and other information that will allow it to identify the individual or entity who is establishing the relationship or opening the account and may also ask for formation documents such as articles of incorporation or other identifying documents to be provided.

Section 8. Miscellaneous. Capitalized terms not otherwise defined herein shall have the meanings assigned to them in the Lease. This Agreement may not be amended except in writing signed by all parties hereto. This Agreement may be executed in one or more counterparts, each of which shall be deemed to be an original instrument and each shall have the force and effect of an original and all of which together constitute, and shall be deemed to constitute, one and the same instrument. Notices hereunder shall be made in writing and shall be deemed to have been duly given when personally delivered or when deposited in the mail, first class postage prepaid, or delivered to an express carrier, charges prepaid, or sent by facsimile with electronic confirmation, addressed to each party at its address below.

Notices and other communications hereunder may be delivered or furnished by electronic mail *provided* that any formal notice shall be attached to an email message in PDF format and *provided further* that any notice or other communication sent to an e-mail address shall be deemed received upon and only upon the sender's receipt of affirmative acknowledgement or receipt from the intended recipient. For purposes hereof no acknowledgement of receipt generated on an automated basis shall be deemed sufficient for any purpose hereunder or admissible as evidence of receipt.

If a court of competent jurisdiction declares any provision hereof invalid, it will be ineffective only to the extent of such invalidity, so that the remainder of the provision and Agreement will continue in full force and effect.

This Agreement and the exhibits hereto set forth the entire agreement and understanding of the parties related to this transaction and supersede all prior agreements and understandings, oral or written.

If to Lessor: Banc of America Public Capital Corp
11333 McCormick Road
Mail Code: MD5-031-06-05
Hunt Valley, MD 21031
Attn: Contract Administration
Fax: (443) 541-3057

If to Lessee: City of Paramount
16400 Colorado Ave.
Paramount, CA 90723
Attention: Kim Sao, Finance Director
Telephone: (562) 220-2207
Fax No.: _____
Email: ksao@paramountcity.com

If to Escrow Agent: Wilmington Trust, National Association
650 Town Center Drive, Suite 800
Costa Mesa, CA 92626
Attention: Chris Johnson
Telephone: (714) 384-4152
Fax: (714) 384-4151
Email: cshjohnson@wilmingtontrust.com

Section 9. Lessee and Lessor understand and agree that they are required to provide the Escrow Agent with a properly completed and signed Tax Certification (as defined below) and that the Escrow Agent may not perform its duties hereunder without having been provided with such Tax Certification. As used herein "Tax Certification" shall mean an IRS form W-9 or W-8 as described above. The Escrow Agent will comply with any U.S. tax withholding or backup withholding and reporting requirements that are required by law. With respect to earnings allocable to a foreign person, the Escrow Agent will withhold U.S. tax as required by law and report such earnings and taxes withheld, if any, for the benefit of such foreign person on IRS Form 1042-S (or any other required form), unless such earnings and withheld taxes are exempt from reporting under Treasury Regulation Section 1.1461-1(c)(2)(ii) or under other applicable law. With respect to earnings allocable to a United States person, the Escrow Agent will report such income, if required, on IRS Form 1099 or any other form required by law. The IRS Forms 1099 and/or 1042-S shall show the Escrow Agent as payor and Lessee as payee. Escrow Agent shall recognize Lessee as the designated party for regulatory reporting purposes.

Lessee and Lessor agree that they are not relieved of their respective obligations, if any, to prepare and file information reports under Code Section 6041, and the Treasury regulations thereunder, with respect to amounts of imputed interest income, as determined pursuant to Code

Sections 483 or 1272. The Escrow Agent shall not be responsible for determining or reporting such imputed interest.

Section 10. This Agreement shall be governed by and construed in accordance with the laws of the State of California and the parties hereto consent to jurisdiction in the State of California and venue in any state or Federal court located in the State of California, and each party expressly waives any objections that it may have to the venue of such courts. THE PARTIES HERETO EXPRESSLY WAIVE ANY RIGHT TO TRIAL BY JURY IN ANY ACTION BROUGHT ON OR WITH RESPECT TO THIS AGREEMENT. If the waiver of jury trial contained herein is unenforceable for any reason, then the parties hereto agree that the court shall, and is hereby directed to, make a general reference pursuant to California Code of Civil Procedure Section 638 to a referee to hear and determine all of the issues in such action or proceeding (whether of fact or of law) and to report a statement of decision.

Section 11. Any bank or corporation into which the Escrow Agent may be merged or with which it may be consolidated, or any bank or corporation to whom the Escrow Agent may transfer a substantial amount of its escrow business, shall be the successor to the Escrow Agent without the execution or filing of any paper or any further act on the part of any of the parties, anything herein to the contrary notwithstanding. Any bank or corporation into which the Lessor may be merged or with which it may be consolidated, or any bank or corporation to whom the Lessor may transfer a substantial amount of its business, shall be the successor to the Lessor without the execution or filing of any paper or any further act on the part of any of the parties, anything herein to the contrary notwithstanding.

Section 12. This Agreement may be amended, modified, and/or supplemented only by an instrument in writing executed by all parties hereto.

Section 13. No party hereto shall assign its rights hereunder until its assignee has submitted to the Escrow Agent (i) Patriot Act disclosure materials and the Escrow Agent has determined that on the basis of such materials it may accept such assignee as a customer and (ii) assignee has delivered an IRS Form W-8 or W-9, as appropriate, to the Escrow Agent which the Escrow Agent has determined to have been properly signed and completed.

Section 14. Escrow Agent will treat information related to this Agreement as confidential but, unless prohibited by law, Lessee and Lessor authorize the transfer or disclosure of any information relating to the Agreement to and between the subsidiaries, officers, affiliates and other representatives and advisors of Escrow Agent and third parties selected by any of them, wherever situated, for confidential use in the ordinary course of business, and further acknowledge that Escrow Agent and any such subsidiary, officer, affiliate or third party may transfer or disclose any such information as required by any law, court, regulator or legal process.

Lessor will treat information related to this Agreement as confidential but, unless prohibited by law, Escrow Agent and Lessee authorize the transfer or disclosure of any information relating to the Agreement to and between the subsidiaries, officers, affiliates, other representatives and advisors of Lessor and debt and equity sources and third parties selected by any of them, and to their prospective assignees wherever situated, for confidential use in the ordinary course of

business, and further acknowledge that Lessor and any such subsidiary, officer, affiliate, debt and equity source or third party or prospective assignee may transfer or disclose any such information as required by any law, court, regulator or legal process.

Lessee will treat the terms of this Agreement as confidential except on a “need to know” basis to persons within or outside Lessee’s organization (including affiliates of such party), such as attorneys, accountants, bankers, financial advisors, auditors and other consultants of such party and its affiliates, except as required by any law, court, regulator or legal process and except pursuant to the express prior written consent of the other parties, which consent shall not be unreasonably withheld.

Section 15. This Agreement may be executed and delivered by facsimile signature or other electronic or digital means (including, without limitation, Adobe’s Portable Document Format (“*PDF*”)). Any such signature shall be of the same force and effect as an original signature, it being the express intent of the parties to create a valid and legally enforceable contract between them. The exchange and delivery of this Agreement and the related signature pages via facsimile or as an attachment to electronic mail (including in *PDF*) shall constitute effective execution and delivery by the parties and may be used by the parties for all purposes. Notwithstanding the foregoing, at the request of either party, the parties hereto agree to exchange inked original replacement signature pages as soon thereafter as reasonably practicable.

[SIGNATURE PAGES TO FOLLOW]

IN WITNESS WHEREOF, the parties have executed this Escrow and Account Control Agreement as of the date first above written.

BANC OF AMERICA PUBLIC CAPITAL CORP,
as Lessor

CITY OF PARAMOUNT, as Lessee

By: _____
Name: _____
Title: _____

By: _____
Name: _____
Title: _____

WILMINGTON TRUST, NATIONAL ASSOCIATION,
as Escrow Agent

By: _____
Name: _____
Title: _____

SCHEDULE 1
TO THE ESCROW AND ACCOUNT CONTROL AGREEMENT

FORM OF DISBURSEMENT REQUEST

Re: Equipment Lease/Purchase Agreement dated as of December 19, 2023 by and between Banc of America Public Capital Corp, as Lessor, and the City of Paramount, as Lessee (the “*Lease*”) (Capitalized terms not otherwise defined herein shall have the meanings assigned to them in the Lease.)

In accordance with the terms of the Escrow and Account Control Agreement, dated as of December 19, 2023 (the “*Escrow and Account Control Agreement*”) by and among Banc of America Public Capital Corp (“*Lessor*”), the City of Paramount (“*Lessee*”) and Wilmington Trust, National Association (the “*Escrow Agent*”), the undersigned hereby requests the Escrow Agent pay the following persons the following amounts from the Escrow Account created under the Escrow and Account Control Agreement for the following purposes:

DISBURSEMENT AMOUNTS:

PAYEE’S NAME AND ADDRESS (IF
DISBURSEMENT VIA WIRE, MUST
INCLUDE WIRE TRANSFER
INSTRUCTIONS)

INVOICE NUMBER

DOLLAR AMOUNT

PURPOSE

<Payee’s Name>
<Payee Address 1>
<Payee Address 2>
<Payee Address 3>

<invoice list OR “see
attached” with a
spreadsheet>

< invoice amount>

<general description of
equipment; ex “police
cruiser”>

<Payee Bank Name*>
<Payee Bank ABA/Routing*>
<Payee Bank Account No*>
<Payee Account Name*>

<*Payee Address and Payee
Bank information is required.>

<Payee’s Name>
<Payee Address 1>
<Payee Address 2>
<Payee Address 3>

<invoice list OR “see
attached” with a
spreadsheet>

<invoice amount>

[<mobilization fee that is
payable to the Vendor
under the Vendor
Agreement>]

<Payee Bank Name*>
<Payee Bank ABA/Routing*>
<Payee Bank Account No*>
<Payee Account Name*>

<*Payee Address information is
required. Payee Bank
information only to be included
for wire/EFT.>

Lessee hereby represents, covenants and warrants for the benefit of Lessor on the date hereof as follows:

(i) Each obligation specified in the table herein titled as "Disbursement Amounts" (a) has been incurred by Lessee in the stated amount, (b) the same is a proper charge against the Escrow Account for Equipment Costs relating to the Equipment identified above and has not been paid (or has been paid by Lessee and Lessee requests reimbursement thereof), and (c) has not been paid (or has been paid by Lessee and Lessee requests reimbursement thereof), and the Equipment relating to such obligation has been delivered, installed and accepted by Lessee.

(ii) For each item of Equipment relating to an obligation specified in the table herein titled as "Disbursement Amounts" (a) Lessee has conducted such inspection and testing of the Equipment as it deems necessary and appropriate in order to determine the Equipment's capability and functionality in order to accept such Equipment, (b) such Equipment has been delivered, installed, is operating in a manner consistent with the manufacturer's intended use and has been inspected and finally accepted for all purposes by Lessee and title thereto has transferred to Lessee and any security interest of Vendor therein has been released and (c) the date on which Equipment acceptance occurred is _____, 20___. Attached hereto is the original invoice, and certification from Vendor as to title transfer and release by Vendor of any security interest with respect to such obligation and the related AIA forms.

(iii) The undersigned, as Authorized Representative, has no notice of any vendor's, mechanic's or other Liens or rights to Liens, chattel mortgages, conditional sales contracts or security interest which should be satisfied or discharged before such payment is made.

(iv) This requisition contains no item representing payment on account, or any retained percentages which Lessee is, at the date hereof, entitled to retain (except to the extent such amounts represent a reimbursement to Lessee).

(v) The Equipment is insured in accordance with the Lease.

(vi) No Event of Default, and no event which with notice or lapse of time, or both, would become an Event of Default, under the Lease has occurred and is continuing at the date hereof. No Event of Non-appropriation has occurred or is threatened with respect to the Lease.

(vii) The disbursement shall occur during the Acquisition Period.

(viii) The representations, warranties and covenants of Lessee set forth in the Lease are true and correct as of the date hereof.

(ix) No Material Adverse Change has occurred since the date of the execution and delivery of the Lease.

(x) The information in this Disbursement Request regarding each Payee, including their respective name, address and wiring instructions (collectively, the "*Payee Information*"), is true and correct, such Payee Information has been verified and confirmed by Lessee and the Lessor can rely on Lessee's verification and confirmation of the accuracy of such Payee Information. Lessee hereby acknowledges and agrees that any call-back performed by Lessor to verify the disbursement instructions pursuant to this Disbursement Request shall be made to Lessee only and Lessor shall have no obligation to call-back any Payee listed above.

Dated: _____

CITY OF PARAMOUNT

By: _____
Name: _____
Title: _____

Disbursement of funds from the Escrow
Account in accordance with the foregoing
Disbursement Request hereby is authorized

BANC OF AMERICA PUBLIC CAPITAL CORP
as Lessor under the Lease

By: _____
Name: _____
Title: _____

[AN "EXHIBIT A-1" MUST BE COMPLETED AND EXECUTED AT TIME OF EXECUTION OF THE AGREEMENT]

EXHIBIT A-1

FORM OF INCUMBENCY AND AUTHORIZATION CERTIFICATE

The undersigned, a duly elected or appointed and acting City Clerk of the City of Paramount ("*Lessee*") certifies as follows:

A. The following listed persons are duly elected or appointed and acting officials of Lessee (the "*Officials*") in the capacity set forth opposite their respective names below and the facsimile signatures below are true and correct as of the date hereof;

B. The Officials are duly authorized, on behalf of Lessee, to negotiate, execute, in writing or electronically, and deliver the Equipment Lease/Purchase Agreement dated as of December 19, 2023 by and between Lessee and Banc of America Public Capital Corp ("*Lessor*"), the Escrow and Account Control Agreement dated as of December 19, 2023 by and among Lessor, Lessee and Wilmington Trust, National Association, as Escrow Agent, all documents related thereto and delivered in connection therewith, and any future modification(s) or amendments thereof (collectively, the "*Operative Agreements*"), and the Operative Agreements each are the binding and authorized agreements of Lessee, enforceable in all respects in accordance with their respective terms.

NAME OF OFFICIAL	TITLE	SIGNATURE
_____	_____	_____
_____	_____	_____
_____	_____	_____

Dated: December 19, 2023

By: _____
Name: _____
Title: _____

(The signer of this Certificate cannot be listed above as authorized to execute the Operative Agreements.)

[AN "EXHIBIT A-2" MUST BE COMPLETED AND EXECUTED AT TIME OF EXECUTION OF THE AGREEMENT]

EXHIBIT A-2

**ESCROW AND ACCOUNT CONTROL AGREEMENT DATED AS OF DECEMBER 19, 2023 BY AND AMONG
BANC OF AMERICA PUBLIC CAPITAL CORP, AS LESSOR, THE CITY OF PARAMOUNT, AS LESSEE AND
WILMINGTON TRUST, NATIONAL ASSOCIATION, AS ESCROW AGENT**

CERTIFICATE OF AUTHORIZED REPRESENTATIVES – [LESSOR]

Name:	<u>Candy Tam</u>	Name:	<u>Nancy Nusenko</u>
Title:	<u>Authorized Agent</u>	Title:	<u>Authorized Agent</u>
Phone:	<u>415-765-7492</u>	Phone:	<u>443-541-3646</u>
Facsimile:	<u>415-633-0183</u>	Facsimile:	<u>443-541-3057</u>
E-mail:	<u>Candy.tam@bofa.com</u>	E-mail:	<u>Nancy.a.nusenko@bofa.com</u>
Signature:	_____	Signature:	_____

Fund Transfer / Disbursement Authority Level:

- ☐ Initiate
☐ Verify transactions initiated by others

Fund Transfer / Disbursement Authority Level:

- ☐ Initiate
☐ Verify transactions initiated by others

Name:	<u>Nancy K. Hepner</u>	Name:	<u>Arlene Sobieck</u>
Title:	<u>Authorized Agent</u>	Title:	<u>Authorized Agent</u>
Phone:	<u>443-541-3645</u>	Phone:	<u>443-541-3643</u>
Facsimile:	<u>804-553-2407</u>	Facsimile:	<u>443-541-3057</u>
E-mail:	<u>Nancy.k.hepner@bofa.com</u>	E-mail:	<u>Arlene.sobieck@bofa.com</u>
Signature:	_____	Signature:	_____

Fund Transfer / Disbursement Authority Level:

- ☐ Initiate
☐ Verify transactions initiated by others

Fund Transfer / Disbursement Authority Level:

- ☐ Initiate
☐ Verify transactions initiated by others

The Escrow Agent is authorized to comply with and rely upon any notices, instructions or other communications believed by it to have been sent or given by the person or persons identified above including without limitation, to initiate and verify funds transfers as indicated.

BANC OF AMERICA PUBLIC CAPITAL CORP

By: _____
Name: _____
Title: _____

Date: December 19, 2023

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City of Paramount
Equipment/Lease Purchase Agreement
(Water Meters Project)
(as of 12/7/2023)

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SOURCES AND USES OF FUNDS

City of Paramount
Equipment/Lease Purchase Agreement
(Water Meters Project)
(as of 12/7/2023)

Dated Date 12/19/2023
Delivery Date 12/19/2023

Sources:

Bond Proceeds:	
Par Amount	11,236,354.00

	11,236,354.00
--	---------------

Uses:

Project Fund Deposits:	
Water Meters Project	11,174,354.00

Delivery Date Expenses:	
Cost of Issuance	62,000.00

	11,236,354.00
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BOND SUMMARY STATISTICS

City of Paramount
Equipment/Lease Purchase Agreement
(Water Meters Project)
(as of 12/7/2023)

Dated Date	12/19/2023
Delivery Date	12/19/2023
First Coupon	12/01/2024
Last Maturity	12/01/2043
Arbitrage Yield	4.853507%
True Interest Cost (TIC)	4.853507%
Net Interest Cost (NIC)	4.859000%
All-In TIC	4.916644%
Average Coupon	4.859000%
Average Life (years)	12.278
Weighted Average Maturity (years)	12.278
Duration of Issue (years)	8.987
Par Amount	11,236,354.00
Bond Proceeds	11,236,354.00
Total Interest	6,703,335.38
Net Interest	6,703,335.38
Bond Years from Dated Date	137,957,099.30
Bond Years from Delivery Date	137,957,099.30
Total Debt Service	17,939,689.38
Maximum Annual Debt Service	896,984.95
Average Annual Debt Service	899,232.55
Underwriter's Fees (per \$1000)	
Average Takedown	
Other Fee	
Total Underwriter's Discount	
Bid Price	100.000000

Bond Component	Par Value	Price	Average Coupon	Average Life
Bond Component	11,236,354.00	100.000	4.85899995%	12.278
	11,236,354.00			12.278

	TIC	All-In TIC	Arbitrage Yield
Par Value	11,236,354.00	11,236,354.00	11,236,354.00
+ Accrued Interest			
+ Premium (Discount)			
- Underwriter's Discount			
- Cost of Issuance Expense		-62,000.00	
- Other Amounts			
Target Value	11,236,354.00	11,174,354.00	11,236,354.00
Target Date	12/19/2023	12/19/2023	12/19/2023
Yield	4.853507%	4.916644%	4.853507%

BOND PRICING

City of Paramount
Equipment/Lease Purchase Agreement
(Water Meters Project)
(as of 12/7/2023)

Bond Component	Maturity Date	Amount	Rate	Yield	Price
Bond Component:					
	12/01/2024	107,944	4.859%	4.859%	100.000
	12/01/2025	365,126	4.859%	4.859%	100.000
	12/01/2026	383,309	4.859%	4.859%	100.000
	12/01/2027	402,398	4.859%	4.859%	100.000
	12/01/2028	422,437	4.859%	4.859%	100.000
	12/01/2029	443,474	4.859%	4.859%	100.000
	12/01/2030	465,559	4.859%	4.859%	100.000
	12/01/2031	488,744	4.859%	4.859%	100.000
	12/01/2032	513,084	4.859%	4.859%	100.000
	12/01/2033	538,635	4.859%	4.859%	100.000
	12/01/2034	565,459	4.859%	4.859%	100.000
	12/01/2035	593,619	4.859%	4.859%	100.000
	12/01/2036	623,181	4.859%	4.859%	100.000
	12/01/2037	654,215	4.859%	4.859%	100.000
	12/01/2038	686,795	4.859%	4.859%	100.000
	12/01/2039	720,998	4.859%	4.859%	100.000
	12/01/2040	756,903	4.859%	4.859%	100.000
	12/01/2041	794,597	4.859%	4.859%	100.000
	12/01/2042	834,168	4.859%	4.859%	100.000
	12/01/2043	875,709	4.859%	4.859%	100.000
		11,236,354			

Dated Date	12/19/2023	
Delivery Date	12/19/2023	
First Coupon	12/01/2024	
Par Amount	11,236,354.00	
Original Issue Discount		
Production	11,236,354.00	100.000000%
Underwriter's Discount		
Purchase Price	11,236,354.00	100.000000%
Accrued Interest		
Net Proceeds	11,236,354.00	

PROJECT FUND

City of Paramount
Equipment/Lease Purchase Agreement
(Water Meters Project)
(as of 12/7/2023)

Water Meters Project (PROJ)

Date	Deposit	Interest	Principal	Scheduled Draws	Balance
12/19/2023	11,174,354		11,174,354	11,174,354	
	11,174,354	0	11,174,354	11,174,354	

Arbitrage Yield: 4.8535074%

COST OF ISSUANCE

City of Paramount
Equipment/Lease Purchase Agreement
(Water Meters Project)
(as of 12/7/2023)

Cost of Issuance	\$/1000	Amount
Special Counsel - Transaction Fee	4.13835	46,500.00
Special Counsel - Expenses	0.04450	500.00
Municipal Advisor - Transaction Fee	1.33495	15,000.00
	5.51780	62,000.00

BOND DEBT SERVICE

City of Paramount Equipment/Lease Purchase Agreement (Water Meters Project) (as of 12/7/2023)

Dated Date 12/19/2023
Delivery Date 12/19/2023

Period Ending	Principal	Coupon	Interest	Debt Service	Annual Debt Service	Bond Balance	Total Bond Value
12/19/2023						11,236,354	11,236,354
12/01/2024	107,944	4.859%	518,675.72	626,619.72		11,128,410	11,128,410
06/01/2025			270,364.73	270,364.73		11,128,410	11,128,410
06/30/2025					896,984.45	11,128,410	11,128,410
12/01/2025	365,126	4.859%	270,364.73	635,490.73		10,763,284	10,763,284
06/01/2026			261,493.99	261,493.99		10,763,284	10,763,284
06/30/2026					896,984.72	10,763,284	10,763,284
12/01/2026	383,309	4.859%	261,493.99	644,802.99		10,379,975	10,379,975
06/01/2027			252,181.50	252,181.50		10,379,975	10,379,975
06/30/2027					896,984.49	10,379,975	10,379,975
12/01/2027	402,398	4.859%	252,181.50	654,579.50		9,977,577	9,977,577
06/01/2028			242,405.24	242,405.24		9,977,577	9,977,577
06/30/2028					896,984.74	9,977,577	9,977,577
12/01/2028	422,437	4.859%	242,405.24	664,842.24		9,555,140	9,555,140
06/01/2029			232,142.13	232,142.13		9,555,140	9,555,140
06/30/2029					896,984.37	9,555,140	9,555,140
12/01/2029	443,474	4.859%	232,142.13	675,616.13		9,111,666	9,111,666
06/01/2030			221,367.93	221,367.93		9,111,666	9,111,666
06/30/2030					896,984.06	9,111,666	9,111,666
12/01/2030	465,559	4.859%	221,367.93	686,926.93		8,646,107	8,646,107
06/01/2031			210,057.17	210,057.17		8,646,107	8,646,107
06/30/2031					896,984.10	8,646,107	8,646,107
12/01/2031	488,744	4.859%	210,057.17	698,801.17		8,157,363	8,157,363
06/01/2032			198,183.13	198,183.13		8,157,363	8,157,363
06/30/2032					896,984.30	8,157,363	8,157,363
12/01/2032	513,084	4.859%	198,183.13	711,267.13		7,644,279	7,644,279
06/01/2033			185,717.75	185,717.75		7,644,279	7,644,279
06/30/2033					896,984.88	7,644,279	7,644,279
12/01/2033	538,635	4.859%	185,717.75	724,352.75		7,105,644	7,105,644
06/01/2034			172,631.61	172,631.61		7,105,644	7,105,644
06/30/2034					896,984.36	7,105,644	7,105,644
12/01/2034	565,459	4.859%	172,631.61	738,090.61		6,540,185	6,540,185
06/01/2035			158,893.78	158,893.78		6,540,185	6,540,185
06/30/2035					896,984.39	6,540,185	6,540,185
12/01/2035	593,619	4.859%	158,893.78	752,512.78		5,946,566	5,946,566
06/01/2036			144,471.81	144,471.81		5,946,566	5,946,566
06/30/2036					896,984.59	5,946,566	5,946,566
12/01/2036	623,181	4.859%	144,471.81	767,652.81		5,323,385	5,323,385
06/01/2037			129,331.63	129,331.63		5,323,385	5,323,385
06/30/2037					896,984.44	5,323,385	5,323,385
12/01/2037	654,215	4.859%	129,331.63	783,546.63		4,669,170	4,669,170
06/01/2038			113,437.48	113,437.48		4,669,170	4,669,170
06/30/2038					896,984.11	4,669,170	4,669,170
12/01/2038	686,795	4.859%	113,437.48	800,232.48		3,982,375	3,982,375
06/01/2039			96,751.80	96,751.80		3,982,375	3,982,375
06/30/2039					896,984.28	3,982,375	3,982,375
12/01/2039	720,998	4.859%	96,751.80	817,749.80		3,261,377	3,261,377
06/01/2040			79,235.15	79,235.15		3,261,377	3,261,377
06/30/2040					896,984.95	3,261,377	3,261,377
12/01/2040	756,903	4.859%	79,235.15	836,138.15		2,504,474	2,504,474
06/01/2041			60,846.19	60,846.19		2,504,474	2,504,474
06/30/2041					896,984.34	2,504,474	2,504,474
12/01/2041	794,597	4.859%	60,846.19	855,443.19		1,709,877	1,709,877
06/01/2042			41,541.46	41,541.46		1,709,877	1,709,877
06/30/2042					896,984.65	1,709,877	1,709,877
12/01/2042	834,168	4.859%	41,541.46	875,709.46		875,709	875,709
06/01/2043			21,275.35	21,275.35		875,709	875,709
06/30/2043					896,984.81	875,709	875,709
12/01/2043	875,709	4.859%	21,275.35	896,984.35			
06/30/2044					896,984.35		
	11,236,354		6,703,335.38	17,939,689.38	17,939,689.38		

BOND DEBT SERVICE

City of Paramount
Equipment/Lease Purchase Agreement
(Water Meters Project)
(as of 12/7/2023)

Dated Date 12/19/2023
Delivery Date 12/19/2023

Period Ending	Principal	Coupon	Interest	Debt Service	Bond Balance	Total Bond Value
06/30/2024					11,236,354	11,236,354
06/30/2025	107,944	4.859%	789,040.45	896,984.45	11,128,410	11,128,410
06/30/2026	365,126	4.859%	531,858.72	896,984.72	10,763,284	10,763,284
06/30/2027	383,309	4.859%	513,675.49	896,984.49	10,379,975	10,379,975
06/30/2028	402,398	4.859%	494,586.74	896,984.74	9,977,577	9,977,577
06/30/2029	422,437	4.859%	474,547.37	896,984.37	9,555,140	9,555,140
06/30/2030	443,474	4.859%	453,510.06	896,984.06	9,111,666	9,111,666
06/30/2031	465,559	4.859%	431,425.10	896,984.10	8,646,107	8,646,107
06/30/2032	488,744	4.859%	408,240.30	896,984.30	8,157,363	8,157,363
06/30/2033	513,084	4.859%	383,900.88	896,984.88	7,644,279	7,644,279
06/30/2034	538,635	4.859%	358,349.36	896,984.36	7,105,644	7,105,644
06/30/2035	565,459	4.859%	331,525.39	896,984.39	6,540,185	6,540,185
06/30/2036	593,619	4.859%	303,365.59	896,984.59	5,946,566	5,946,566
06/30/2037	623,181	4.859%	273,803.44	896,984.44	5,323,385	5,323,385
06/30/2038	654,215	4.859%	242,769.11	896,984.11	4,669,170	4,669,170
06/30/2039	686,795	4.859%	210,189.28	896,984.28	3,982,375	3,982,375
06/30/2040	720,998	4.859%	175,986.95	896,984.95	3,261,377	3,261,377
06/30/2041	756,903	4.859%	140,081.34	896,984.34	2,504,474	2,504,474
06/30/2042	794,597	4.859%	102,387.65	896,984.65	1,709,877	1,709,877
06/30/2043	834,168	4.859%	62,816.81	896,984.81	875,709	875,709
06/30/2044	875,709	4.859%	21,275.35	896,984.35		
	11,236,354		6,703,335.38	17,939,689.38		

PROOF OF ARBITRAGE YIELD

City of Paramount
Equipment/Lease Purchase Agreement
(Water Meters Project)
(as of 12/7/2023)

Date	Debt Service @	Present Value to 12/19/2023 4.8535074340%
12/01/2024	626,619.72	598,712.85
06/01/2025	270,364.73	252,203.52
12/01/2025	635,490.73	578,757.89
06/01/2026	261,493.99	232,506.99
12/01/2026	644,802.99	559,742.05
06/01/2027	252,181.50	213,727.65
12/01/2027	654,579.50	541,622.22
06/01/2028	242,405.24	195,822.53
12/01/2028	664,842.24	524,355.54
06/01/2029	232,142.13	178,750.72
12/01/2029	675,616.13	507,902.61
06/01/2030	221,367.93	162,473.20
12/01/2030	686,926.93	492,225.56
06/01/2031	210,057.17	146,952.75
12/01/2031	698,801.17	477,287.90
06/01/2032	198,183.13	132,153.93
12/01/2032	711,267.13	463,055.16
06/01/2033	185,717.75	118,042.93
12/01/2033	724,352.75	449,493.36
06/01/2034	172,631.61	104,587.57
12/01/2034	738,090.61	436,572.16
06/01/2035	158,893.78	91,757.13
12/01/2035	752,512.78	424,261.30
06/01/2036	144,471.81	79,522.36
12/01/2036	767,652.81	412,531.92
06/01/2037	129,331.63	67,855.34
12/01/2037	783,546.63	401,356.91
06/01/2038	113,437.48	56,729.51
12/01/2038	800,232.48	390,710.66
06/01/2039	96,751.80	46,119.51
12/01/2039	817,749.80	380,568.39
06/01/2040	79,235.15	36,001.18
12/01/2040	836,138.15	370,905.68
06/01/2041	60,846.19	26,351.51
12/01/2041	855,443.19	361,701.08
06/01/2042	41,541.46	17,148.53
12/01/2042	875,709.46	352,932.67
06/01/2043	21,275.35	8,371.34
12/01/2043	896,984.35	344,579.84
17,939,689.38		11,236,354.00

Proceeds Summary

Delivery date	12/19/2023
Par Value	11,236,354.00
Target for yield calculation	11,236,354.00

FORM 8038 STATISTICS

City of Paramount
Equipment/Lease Purchase Agreement
(Water Meters Project)
(as of 12/7/2023)

Dated Date 12/19/2023
Delivery Date 12/19/2023

Bond Component	Date	Principal	Coupon	Price	Issue Price	Redemption at Maturity
Bond Component:						
	12/01/2024	107,944.00	4.859%	100.000	107,944.00	107,944.00
	12/01/2025	365,126.00	4.859%	100.000	365,126.00	365,126.00
	12/01/2026	383,309.00	4.859%	100.000	383,309.00	383,309.00
	12/01/2027	402,398.00	4.859%	100.000	402,398.00	402,398.00
	12/01/2028	422,437.00	4.859%	100.000	422,437.00	422,437.00
	12/01/2029	443,474.00	4.859%	100.000	443,474.00	443,474.00
	12/01/2030	465,559.00	4.859%	100.000	465,559.00	465,559.00
	12/01/2031	488,744.00	4.859%	100.000	488,744.00	488,744.00
	12/01/2032	513,084.00	4.859%	100.000	513,084.00	513,084.00
	12/01/2033	538,635.00	4.859%	100.000	538,635.00	538,635.00
	12/01/2034	565,459.00	4.859%	100.000	565,459.00	565,459.00
	12/01/2035	593,619.00	4.859%	100.000	593,619.00	593,619.00
	12/01/2036	623,181.00	4.859%	100.000	623,181.00	623,181.00
	12/01/2037	654,215.00	4.859%	100.000	654,215.00	654,215.00
	12/01/2038	686,795.00	4.859%	100.000	686,795.00	686,795.00
	12/01/2039	720,998.00	4.859%	100.000	720,998.00	720,998.00
	12/01/2040	756,903.00	4.859%	100.000	756,903.00	756,903.00
	12/01/2041	794,597.00	4.859%	100.000	794,597.00	794,597.00
	12/01/2042	834,168.00	4.859%	100.000	834,168.00	834,168.00
	12/01/2043	875,709.00	4.859%	100.000	875,709.00	875,709.00
		11,236,354.00			11,236,354.00	11,236,354.00

	Maturity Date	Interest Rate	Issue Price	Stated Redemption at Maturity	Weighted Average Maturity	Yield
Final Maturity	12/01/2043	4.859%	875,709.00	875,709.00		
Entire Issue			11,236,354.00	11,236,354.00	12.2777	4.8535%

Proceeds used for accrued interest	0.00
Proceeds used for bond issuance costs (including underwriters' discount)	62,000.00
Proceeds used for credit enhancement	0.00
Proceeds allocated to reasonably required reserve or replacement fund	0.00