

# AGENDA

Paramount City Council  
March 20, 2018



Adjourned Meeting

Progress Park Plaza  
15500 Downey Avenue, Paramount, CA  
5:00 p.m.

City of Paramount

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

**Public Comments:** If you wish to make a statement, please complete a Speaker's Card at the beginning 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 rostrum provided for the public. Persons are limited to a maximum of 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.

**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) 220-2027 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 Peggy Lemons

ROLL CALL OF  
COUNCILMEMBERS:

Councilmember Laurie Guillen  
Councilmember Tom Hansen  
Councilmember Daryl Hofmeyer  
Vice Mayor Diane J. Martinez  
Mayor Peggy Lemons

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## CITY COUNCIL PUBLIC COMMENT UPDATES

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### **PUBLIC COMMENTS**

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### **CONSENT CALENDAR**

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

1.     [APPROVAL](#)                      Purchasing Authorization for Emergency Water Main Repair at 8429 Harrison Street
2.     [APPROVAL](#)                      Purchasing Authorization for Virtualization of City Hall Servers

### **NEW BUSINESS**

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3.     [RESOLUTION NO. 18:005](#)                      Authorizing the Incurring of an Obligation, Payable to the California Infrastructure and Economic Development Bank, for the Financing of a Capital Improvement Project and Approving Certain Other Matters in Connection Therewith
4.     [APPROVAL](#)                      Agreement – YMCA's Use of City Facilities for Youth Programming
5.     [AWARD OF CONTRACT](#)                      Installation and Maintenance of Electric Vehicle Charging Stations
6.     [RESOLUTION NO. 18:007](#)                      Approving the Modification of Fees and Charges for Pick-up and Hauling of Refuse Within the City of Paramount

### **COMMENTS/COMMITTEE REPORTS**

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- Councilmembers
- Staff

### **ADJOURNMENT**

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To a meeting on April 3, 2018 at 6:00 p.m. at Progress Park Plaza, 15500 Downey Avenue, Paramount.

# City Council Public Comment Updates

March 20, 2018

From the March 6, 2018 Council Meeting:

Resident	Request/Issue/Concern	Action/Comment
Mr. Ardi	Social media improvements to help promote businesses	Staff has been in contact with resident; Public Info. Officer is attempting to set up meeting with resident to discuss ideas
Ms. Sara Patricia Huevo	Requesting grants for air purifiers for private homes	Staff will provide a brief oral recap of the presentation made at the 10/17/17 City Council meeting; attached is the written staff report from 10/17/17

OCTOBER 17, 2017

PROVISION OF INDOOR AIR FILTERS AND GRANT OPPORTUNITIES

MOTION IN ORDER:

IT IS RECOMMENDED THAT THE CITY COUNCIL PROVIDE  
DIRECTION ON THE PROVISION OF AIR FILTERS AND THE  
CONTINUANCE OF GRANT FUNDING RESEARCH.

APPROVED: \_\_\_\_\_ DENIED: \_\_\_\_\_

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

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

ROLL CALL VOTE:

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

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

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

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



**To:** Honorable City Council

**From:** John Moreno

**By:** Christopher S. Cash/Wendy Macias

**Date:** October 17, 2017

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**Subject: PROVISION OF INDOOR AIR FILTERS AND GRANT OPPORTUNITIES**

As part of the City's response to air quality issues in the community, staff has been asked to explore providing and funding indoor air filters for residents and to seek grant opportunities for this equipment. Working with our partners at the South Coast Air Quality Management District (AQMD), Los Angeles County Department of Public Health (DPH), and other environmental agencies and organizations, we now have information in which to consider.

As was previously mentioned in updates to the City Council, earlier this summer, DPH took indoor air samples from three homes in areas of the City that have been impacted the most by outdoor air quality issues. The samples were both air samples and samples of dust particles found on surfaces inside the homes. The samples taken by DPH were sent to DPH's lab for processing and the results were discussed with City staff at a meeting in September.

The sampling of indoor air quality by DPH was conducted to determine whether there were any public health hazards within these homes that would require immediate attention. DPH indicated to staff that based on their sampling, there was no public health hazard relative to the quality of indoor air. DPH said that all of the samples came back within acceptable levels with only one sample testing positive for Hexavalent Chromium. The sample with Hexavalent Chromium was considered to be at a very low level. DPH indicated that they did not find any air quality issues within these homes and that secondary air filtration devices were not necessary for health and safety purposes. DPH also indicated that addressing outdoor air quality was the most effective way to ensure that indoor air quality remains at satisfactory levels. At this point in time, based on the data, DPH indicated to staff that they are not planning additional indoor air quality tests.

As direction had been given to explore air filter options, staff determined that it would be appropriate to retain a Certified Industrial Hygienist to provide specific guidance on filter types, their use, and their effectiveness. A Certified Industrial Hygienist was retained through the firm Pacific EH and S (Pacific), for their expertise in providing air quality analysis and in determining the type of filtration equipment appropriate for the situation. Certified Industrial Hygienists are scientists and engineers who evaluate the environment for purposes of recommending and implementing practices that protect the health and safety of people. Industrial Hygienists are trained to evaluate air quality data and to make recommendations relative to reducing hazards and improving safety. Pacific's review of DPH's sampling analysis confirmed DPH's findings. Pacific agreed with DPH that there was not a specific hazard identified in the DPH indoor air samples. The use of air filters was not recommended by Pacific as a necessity, however, filters certainly could be used as a matter of personal preference.

If secondary air filters were to be used or provided by the City, Pacific did provide the following recommendations:

1. If air filtrations units are used, all windows to the room and or the house will need to be closed for optimal filtration and effectiveness.
2. Air filtration units should be sized for the room they are intended to clean. Most units state the square footage or floor space they are intended to properly work in. Some homes may require multiple units for multiple rooms. It is recommended units be placed where residents spend most of their time.
3. Air filtration units should be equipped with changeable "HEPA" filtration. Some units may be branded with other terms, such as "HEPA Clean," "Air Cleaner," "Air Purifier," "Pet Purifier," "Odor Purifier," etc. Only purchase air filtration units that are labeled "True HEPA," as that is the recognized standard.
4. HEPA filters are technically required to capture up to 99.97% of particles of 0.3 microns or larger from the air that passes through the filter. A HEPA filter will filter metal particulates and is the most appropriate type of filter for contaminantes such as Hexavalent Chromium
5. Avoid additional carbon or charcoal filtration, ion, ionic, static discharge, sanitizer, deodorizer, germ-eliminator, UV light, add-ons, as they will not appreciably make the unit better and there will ultimately be more parts/filters to replace or more parts to break.

Based on the recommendations given by Pacific, room based air filters meeting the above referenced performance criteria can cost between \$150 and \$250 per unit. These units are also easily available for purchase on-line and in many department and hardware stores. The HEPA filters will need to be changed according to the manufacturer's recommendation, approximately once per year, and cost about \$20-\$30 per filter. As an added benefit, these filters will also filter out the smell of burning metal and other odors associated with metal forging.

#### Air Filter Grants

At the same time that we were looking at air filter options, City staff has been reaching out to find grant opportunities. Various community groups, foundations, non-profits, and vendors were contacted to determine potential funding sources for the provision of air filters to residents, should the City Council decide to take that course of action. As the City Council is aware, Supervisor Janice Hahn's office had previously indicated that they may be able to provide some funding for air filters. It is our understanding that Supervisor Hahn's office was waiting for the results from the County Health Department's indoor air sampling to make a final determination on funding. At this point we are awaiting word on the Supervisor's decision.

We have also reached out to a variety of groups who have either health related missions or groups involved in social justice efforts. None of these groups had specific funding available for air filters at this time. In almost all cases, funding would be directed towards the mitigation of specific air quality problems. The lack of an identified air quality problem in the DPH testing

does significantly reduce the merits of any grant application. We have also found that many groups have funding allocated for up to a year in advance, with budgets established well in advance. Other groups do not provide grant opportunities or grants cannot be solicited, rather groups have to be invited to apply for a grant by the granting organization. The following groups or organizations have been contacted to inquire about funding opportunities for indoor air filters:

1. California Community Foundation
2. The California Endowment
3. East Yard Communities for Environmental Justice
4. Urban Semillas
5. Coalition for a Safe Environment
6. The American Lung Foundation
7. Supervisor Janice Hahn
8. County of Los Angeles Department of Public Health (DPH)
9. South Coast Air Quality Management District(AQMD)
- 10.Port of Long Beach
- 11.IQ Air Foundation
- 12.Southern California Gas Company

In a separate but related note, we were also recently notified that the City has been awarded a grant from the Port of Long Beach. The grant application was submitted in conjunction with IQ Air, an air filter vendor, and only organizations whose facilities serve populations sensitive to diesel emissions like children, and teens. The port's grant program is intended to mitigate pollutants, specifically diesel emissions coming from large trucks traveling to and from the port. The grant will fund a secondary filtration unit that will be installed at the Spane Park Learning Center, which falls within the port's Community Impact Study's "affected region", and the grant program's priority zone. The priority zone is adjacent to the I-710 corridor on both the east and west sides, and includes communities impacted by more than 5% of port-related truck traffic which makes it a "high impact" area.

#### Recommended Action

It is recommended that the City Council provide direction on the provision of air filters and the continuance of grant funding research.

MARCH 20, 2018

PURCHASING AUTHORIZATION FOR EMERGENCY WATER MAIN  
REPAIR AT 8429 HARRISON STREET

MOTION IN ORDER:

AUTHORIZE THE PAYMENT FOR EMERGENCY WATER MAIN REPAIR  
AT 8429 HARRISON STREET, IN THE AMOUNT OF \$43,143.68.

APPROVED: \_\_\_\_\_ DENIED: \_\_\_\_\_

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

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

ROLL CALL VOTE:

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

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

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

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





**To:** Honorable City Council

**From:** John Moreno

**By:** Christopher S. Cash / Wendy Macias

**Date:** March 20, 2018

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**Subject: PURCHASING AUTHORIZATION FOR EMERGENCY WATER MAIN  
REPAIR AT 8429 HARRISON STREET**

This is a request for authorization of payment for the emergency repair of a water main located at 8429 Harrison Street. The work was completed by Valverde Construction, Inc. Funds to pay for this service are allocated in the FY 18 budget. Valverde Construction, Inc. is one of several contractors that have been pre-qualified to provide emergency repair services to the City's Water Utility.

The total cost for the work completed was \$43,143.68. According to the City's purchasing policy, non-professional services in excess of \$25,000 need to be approved by the City Council. Given the size of the leak and the extent of damage the leak caused to the street, repairs needed to be immediately undertaken. Also, the purchasing policy requires that the City secure three bids for any services rendered in excess of \$2,500. However, given the emergency nature of the leak, the purchasing policy provides for exemption from the standard bid process.

**Recommended Action**

It is recommended that the City Council authorize the payment for emergency water main repair at 8429 Harrison Street, in the amount of \$43,143.68.

MARCH 20, 2018

PURCHASING AUTHORIZATION FOR VIRTUALIZATION OF CITY HALL  
SERVERS

MOTION IN ORDER:

AUTHORIZE PAYMENT FOR THE PURCHASE AND VIRTUALIZATION OF  
COMPUTER SERVER EQUIPMENT AT CITY HALL IN THE AMOUNT OF  
\$74,114.61.

APPROVED: \_\_\_\_\_

DENIED: \_\_\_\_\_

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

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

ROLL CALL VOTE:

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

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

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

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



**To:** Honorable City Council

**From:** John Moreno

**By:** Ben Svensson/Kevin M. Chun

**Date:** March 20, 2018

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**Subject: PURCHASING AUTHORIZATION FOR VIRTUALIZATION OF CITY HALL SERVERS**

**Background:**

This is a request for authorization of payment for the purchase and virtualization of computer server equipment at City Hall. This project entails the purchasing of three new computer servers to replace nine existing servers in City Hall. The new servers will be “virtualized” which will allow for increased computing productivity and efficiency with fewer servers. Funds to pay for this project are allocated in the FY 2018 budget. To match existing equipment and facilitate effective maintenance and support, this equipment must be purchased from Dell Computers and installed by Lanair Group (Dell authorized consultant). As a result, this purchase is exempt from the City’s purchasing/bidding requirements. See the attached Bid Exemption Sheet and project cost quotation.

The total cost for this project is \$74,114.61. According to the City’s purchasing policy, expenditures in excess of \$25,000 need to be approved by the City Council.

**Recommended Action**

It is recommended that the City Council authorize payment for the purchase and virtualization of computer server equipment at City Hall in the amount of \$74,114.61.

City of Paramount  
**Bid Exemption Sheet**

Bidding requirements may be waived by the Purchasing Officer or his/her designee under special circumstances (listed below). If you have not obtained three bids for your purchase please check one of the listed reasons and explain in the space provided.

- ☐ Three (3) bids could not be obtained after a reasonable attempt
- ☐ Formal bidding was not likely to result in the lowest price
- ☐ Sufficient satisfactory bids were not received
- ☒ Supplies/equipment were procured through a cooperative purchasing program (federal, state, county or other public agency)
- ☐ Item is unique (including data processing, telecommunications, and other software equipment)
- ☐ Product/service could only be obtained from one vendor (sole source item)
- ☒ Purchase of a specific brand name, make, or model was necessary to match existing City equipment, or facilitate effective maintenance and support
- ☐ Compliance with procedures was not in the best interest of the City
- ☐ Annual bids for office/maintenance supplies
- ☐ Emergency conditions required an immediate purchase (Council approval is also waived)

Details:

1. Dell CA NASPO Contract #7-15-70-34-03
2. Dell Servers and SAN (Storage Area Networks) calculated to match existing city Server and Network equipment.  
"Modeled" specifically after City needs of today and tomorrow



Signature of Purchasing Officer or Designee

3/14/18

Date

# LANAIR Group, LLC

330 N. Brand Blvd. Suite 600

Glendale, CA 91203

Tel: 877-LANAIR1 (526-2471) / Fax: 323-908-7266

20-4887462



## Quotation

PREPARED FOR:
City of Paramount Ben Svensson 16400 Colorado Ave Paramount, CA 90723 Tel: (562) 220-2000

PROJECT	DATE	EXPIRES
Datacenter Refresh	03/09/2018	03/30/2018

REP ID	TERMS	QUOTE NO.
ksiegle	See Below	017692 v5

Notes: Dell CA NASPO Contract # 7-15-70-34-003

CATEGORY	DESCRIPTION	QTY	PRICE	TOTAL
<b>Servers</b>				
	PowerEdge R430 Server	2	\$ 5,537.91	\$ 11,075.82
	3.5" Chassis with up to 4 Hard Drives, Emb SATA			
	Intel Xeon E5-2620 v4 2.1GHz, 20M Cache, 8.0GT/s QPI, Turbo, HT, 8C/16T (85W)			
	32GB RDIMM, 2400 MT/s - Qty 4			
	Diskless Configuration (No RAID, No Controller)			
	Quad Port On-Board LOM 1GBE			
	SAS 12Gbps HBA External Controller, Low Profile			
	iDRAC8 Enterprise			
	ReadyRails Sliding Rails With Cable Management Arm			
	Redundant 16GB SD Card			
	Dual, Hot-plug, Redundant Power Supply (1+1), 550W			
	NEMA 5-15P to C13 Wall Plug, 125 Volt, 15 AMP, 10 Feet (3m), Power Cord, North America - Qty 2			
	ProSupport: Next Business Day Onsite Service After Problem Diagnosis, 3 Year			
	VMware ESXi 6.5 U2 Embedded Image on Flash Media			
	ProDeploy Dell Server R Series 1U/2U - Deployment			
<b>Servers Total</b>			<b>\$</b>	<b>11,075.82</b>
<b>Storage</b>				
	SCv3020 - 12x 1.2TB 10K	1	\$ 24,914.50	\$ 24,914.50
	Redundant Controllers w/ 2.5" 30-Bay Chassis - 3U			
	IO, 12Gb SAS, 4 port, PCI-E Full height - Qty 2			
	12x 1.2 TB 10K HD- ~9 TB usable (11 active, 1 hot spare, RAID 10/5 hybrid)			
	12Gb HD-Mini to HD-Mini SAS cable, 2m - Qty 4			
	Storage Center Core Software Bundle, Base License			
	ProDeploy Dell Storage SC Series 3XXX SAN			
	Dell Prosupport: 24x7 Support Center w/ 4-Hr Priority Onsite, 3 Yr			
<b>Storage Total</b>			<b>\$</b>	<b>24,914.50</b>
<b>VMware</b>				
	Vsphere 6 Essential Plus kit - 3 hosts Max - 2 processors	1	\$ 4,495.00	\$ 4,495.00
	1 Yr Production SnS - Essentials +	1	\$ 1,124.00	\$ 1,124.00
<b>VMware Total</b>			<b>\$</b>	<b>5,619.00</b>
<b>Microsoft</b>				
	Window Server 2016 Data Center - 2 Cores	16	\$ 769.41	\$ 12,310.56
<b>Microsoft Total</b>			<b>\$</b>	<b>12,310.56</b>

CATEGORY	DESCRIPTION	QTY	PRICE	TOTAL
<b>Veeam</b>				
	Backup Essentials Enterprise Plus 2 socket - 3 Yr	1	\$ 3,295.65	\$ 3,295.65
	<b>Veeam Total</b>		<b>\$</b>	<b>3,295.65</b>

#### **Professional Services SOW**

Professional Services	1	\$	13,480.00	\$ 13,480.00
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#### **BACKGROUND**

1. The CUSTOMER has (13) existing physical servers running Windows Server 2008 or Windows Server 2012. One of the servers is an exchange server, two are Domain Controllers, and two are SQL servers
2. The CUSTOMER is purchasing, from LANAIR, (2) new R430 servers. The new R430 servers are for a new production VMware ESXi 6.5 cluster
3. The CUSTOMER is purchasing a SCv3020 SAS connected storage array for the new R430 VMware production cluster
4. Dell ProDeploy will rack, stack, cable, and configure (2) new R430 servers, (1) SCv3020 SAN, and VMware ESXi 6.5

#### **DESIGN NOTES**

1. LANAIR will NOT P2V the Domain Controllers. LANAIR recommends building a new Domain Controller in the virtual cluster
2. CUSTOMER has OEM Licensing now but new Microsoft Licensing is being provided on the LANAIR quote to apply to the servers after P2V
3. LANAIR will P2V the SQL servers

#### **IN SCOPE ITEMS**

##### **KEY DELIVERABLES**

1. Remote P2V of up to (9) physical servers
2. Remote upgrade of the existing Active Directory from 2008 to 2012R2 or 2016
3. Remote provide up to (1) hour of As-Built Review on the installed systems.
4. Provide the CUSTOMER with Project Closeout documentation
5. Provide the CUSTOMER with a (4) hour Post Project Support voucher.

##### **PROJECT ADMINISTRATION**

1. LANAIR will assign a technical lead to the project
2. LANAIR will coordinate and conduct a Project Discovery Meeting with the assigned technical lead to review the project in detail, discuss the existing environment, gather information for Design, and discuss the initial deployment timeline
3. LANAIR will conduct weekly project status calls throughout the Delivery Phases of the project and a weekly technical review call during critical phases of the project
4. CUSTOMER will assign a business and a technical sponsor for the project
5. CUSTOMER agrees to grant LANAIR remote access to the environment for the purpose of remote configuration during business hours utilizing the LANAIR secure CPS agent on an existing CUSTOMER server

##### **PRE-INSTALLATION**

1. Prior to the installation of equipment, LANAIR will conduct a health and performance check on the existing systems as needed. Remediation of issues on existing system as a result of the health and performance checks is outside of this project scope of work.
2. LANAIR will conduct a Pre-Installation Readiness Meeting to verify environment readiness prior to any onsite or remote work.
3. The CUSTOMER will confirm rack space, outlets, power, cooling, cabling, and



CATEGORY	DESCRIPTION	QTY	PRICE	TOTAL
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### Professional Services SOW

- staff availability prior to onsite installation of equipment.
- 4. The CUSTOMER will confirm available ports and configurations are in place on existing network to support the connections from the equipment.
- 5. The CUSTOMER will provide the required licensing and ISO's for the software that will be installed with the equipment.

### PHYSICAL TO VIRTUAL SERVER MIGRATION

- 1. The source server must be properly functioning Microsoft Windows 2003 SP4 or newer version
- 2. The source server cannot be Microsoft Windows Domain Controllers
- 3. The source server cannot be members of a cluster including Microsoft MSCS
- 4. The servers must be restarted by the CUSTOMER 1 week prior to the scheduled P2V start
- 5. Servers that present hardware issues may be excluded from the migration process and left in their original state
- 6. Servers which fail a P2V migration after two attempts will be reverted back to physical servers, excluded from the migration, and counted against the server migration count
- 7. CUSTOMER is responsible for ensuring that all servers have at least 1 complete backup in place before migration attempts

### MICROSOFT AD UPGRADE (MULTIPLE SERVERS)

- 1. CUSTOMER will update the existing systems if required to support the new Active Directory servers
- 2. LANAIR will install and configure (2) new virtual servers in the new hypervisor environment as a Microsoft 2012R2 or 2016 Active Directory server in the existing domain and forest
- 3. LANAIR will configure the DNS role on the new AD servers
- 4. LANAIR will configure the DNS role to forward non-authoritative DNS requests to ISP caching DNS server
- 5. LANAIR will install the DHCP Server role on (2) new AD servers
- 6. CUSTOMER will configure the existing network systems to forward (relay) DHCP requests to the new DHCP server.
- 7. LANAIR will configure DHCP Failover between the (2) new AD servers
- 8. LANAIR will migrate the DHCP scopes from the current Windows DHCP server to the new DHCP failover pair
- 9. LANAIR will configure up to (10) new DHCP scopes on the new AD servers
- 10. LANAIR will configure the DHCP scope options to support the current systems
- 11. LANAIR will configure the DHCP server to be both AD and DNS integrated
- 12. LANAIR will not install and configure Certificate Authority role
- 13. LANAIR will configure the new AD servers to utilize the IP addresses of the existing (old) AD servers if required
- 14. LANAIR will uninstall AD from the existing AD servers
- 15. LANAIR will raise the domain and forest functional level, if able
- 16. LANAIR will decommission the existing Active Directory server by unjoining them from the domain and power them off

### PROJECT CLOSEOUT

- 1. LANAIR will provide the CUSTOMER with systems orientation on the installed systems.
- 2. LANAIR will provide the CUSTOMER with a closeout package to include Project Closeout and Completed Project Deliverables forms to be signed by CUSTOMER.
- 3. LANAIR will provide the CUSTOMER with the following after approval of all Project Closeout documentation:

Grant the Customer access to the installed systems  
Provide the Customer with a Post Project Support Voucher to be

CATEGORY	DESCRIPTION	QTY	PRICE	TOTAL
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## Professional Services SOW

utilized during business hours.

### POST PROJECT CUSTOMER RESPONSIBILITIES

1. Migrate any remaining physical and / or virtual servers to the new environment
2. Complete any recommendations from health checks or post project observations reports.
3. System maintenance to include monitoring systems, updates, anti-virus, security policies, backups, etc.
4. Obtain any necessary training from relevant vendors to ensure the ability to manage installed systems.

### OUT OF SCOPE ITEMS

The below items are excluded from this project scope of work unless otherwise stated in the above "IN SCOPE ITEMS" section:

1. Any services, tasks or activities other than those specifically noted in this SOW.
2. Any LANAIR training or certification services not specifically described in this SOW.
3. Troubleshooting or remediation of any issues with existing systems or hardware
4. Network troubleshooting or tools-based remediation. The existing networking infrastructure and its supporting services are considered "healthy" for the duration of the delivery of the Services.
5. Identification of applications compatible with virtualization and analysis of interdependencies other than what is outlined in the scope of work.
6. Software licensing not identified in the professional services or hardware quotes.
7. The project will involve As-Built Review, Proof of Concept, and Product Orientation on the newly configured systems. Customers without previous experience in the technology should not expect to become proficient as a result of the Product Orientation. Proficiency can only be achieved through formal training and experience.
8. Performance and Regression testing of existing network infrastructure.
9. Regression testing of new infrastructure.
10. Testing or validating performance for remote site user workloads.
11. Configuration of Microsoft License Infrastructure
12. Performance and Scalability validation of existing server and network infrastructure.
13. Physical to virtual (P2V) conversions of existing environment unless stated in the Systems Configuration sections.
14. Application support including installation, de-installation, troubleshooting, and compatibility validation not detailed in the Systems Configuration sections.
15. Consultation for configurations outside of the Key Deliverables section of this scope of work
16. Support for workstation and end point devices
17. Data migration including user data, databases, file shares, applications, and mailboxes unless otherwise stated
18. Support for ISP related issues
19. Customer understands that the performance usability of the quoted system is dependent on existing systems that are outside the control and responsibility of LANAIR.
20. Customer is responsible for all configurations on existing switches, firewall and networking equipment to support the installation of the new equipment unless otherwise stated in the above Systems Configurations sections
21. Customer will be responsible for site readiness including server room, racks, power, and cooling for the new systems

### SPECIAL NOTES

1. Prior to the start of this scope of work, Customer will indicate to LANAIR in



CATEGORY	DESCRIPTION	QTY	PRICE	TOTAL
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### Professional Services SOW

- writing a person to be the single point of contact, according to project plan, to ensure that all tasks can be completed within the specified time period. All Services communications will be addressed to such point of contact. Failure to do so might result in an increase in project hours and/or length in schedule.
- The Customer will obtain and provide project requirements, information, data, decisions and approvals within one working day of the request, unless both parties agree to a different response time.
  - The Customer will ensure the LANAIR services personnel have reasonable access to the installation site, a safe working environment, an adequate working space, and parking as required.
  - Customer is responsible for providing the necessary hardware, software, internet access, and facilities for the successful completion of the Services. Facilities and power must meet LANAIR's requirements for the products and Services purchased.
  - During the term of this SOW, Customer is responsible for promptly notifying LANAIR in writing of any changes Customer makes to its information technology environment that may impact LANAIR's delivery of the Services
  - Customer will maintain a backup of all data and programs on affected systems prior to LANAIR performing the Services and during the term of the SOW. LANAIR will have no liability for loss or recovery of data, programs or loss of use of system(s) arising out of or in connection with the Services provided under this SOW.
  - Customer will provide Domain Administrator access to the network and servers utilized in these Services.
  - Customer is responsible for troubleshooting, resolving, and servicing of issues with existing hardware including warranty support
  - Customer will ensure deployment of connected and dependent systems prior to the start of the project
  - Customer will assign a Business sponsor to the project
  - Customer will ensure staff availability throughout the project schedule
  - Customer will grant LANAIR remote access to the network through the installation of LANAIR's CPS agent
  - Customer will be responsible for disposing of any decommissioned equipment.

**Professional Services SOW Total** \$ 13,480.00

### Quote Sub-Totals:

<b>Servers</b>	\$	11,075.82
<b>Storage</b>	\$	24,914.50
<b>VMware</b>	\$	5,619.00
<b>Microsoft</b>	\$	12,310.56
<b>Veeam</b>	\$	3,295.65
<b>Professional Services SOW</b>	\$	13,480.00
<b>Shipping/Handling</b>	\$	0.00
<b>Subtotal</b>	\$	70,695.53
<b>Tax</b>	\$	3,419.08
<b>Total</b>	\$	74,114.61

Terms:

Thank you for the opportunity to provide your organization with an Estimate from LANAIR Group, LLC.  
Taxes, shipping, handling and other fees may apply. We reserve the right to cancel orders arising from pricing or other errors.

Terms and Conditions are as follows:

1. For projects greater than \$1,000, a payment of 50% of the above Price is required to undertake the project.
2. The balance due for Hardware, Software, and Licensing, including any applicable sales tax, is due upon delivery.
3. LANAIR Group, LLC, reserves the right to require 100% of Software and Licensing in order to undertake procurement.
4. The balance due for professional services is due upon rendering of services.
5. Estimates are valid for 14 days from the above date.
6. LANAIR Group, LLC, reserves the right to require a 100% of the Estimate to undertake the project, depending on the Customer's Credit Status.
7. Your signature below signifies acceptance to the above Terms and Conditions

Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Name: \_\_\_\_\_ PO Number: \_\_\_\_\_

MARCH 20, 2018

RESOLUTION NO. 18:005

“A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF  
PARAMOUNT AUTHORIZING THE INCURRING OF AN OBLIGATION,  
PAYABLE TO THE CALIFORNIA INFRASTRUCTURE AND ECONOMIC  
DEVELOPMENT BANK, FOR THE FINANCING OF A CAPITAL  
IMPROVEMENT PROJECT AND APPROVING CERTAIN OTHER  
MATTERS IN CONNECTION THEREWITH”

MOTION IN ORDER:

READ BY TITLE ONLY AND ADOPT RESOLUTION NO. 18:005.

APPROVED: \_\_\_\_\_

DENIED: \_\_\_\_\_

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

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

ROLL CALL VOTE:

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

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

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

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



**To:** Honorable City Council

**From:** John Moreno

**By:** Christopher S. Cash

**Date:** March 20, 2018

---

**Subject: RESOLUTION NO. 18:005 – CALIFORNIA INFRASTRUCTURE AND ECONOMIC DEVELOPMENT (IBANK) LOAN APPLICATION FOR WATER WELL #16**

Over the past few years, we have been in development of our latest water well, Well #16. The addition of this well will allow us to increase our overall pumping capacity and provide much needed redundancy to our existing pumping capabilities. After its completion, the water system will be able to meet the City's demand with 100% pumped groundwater at a much lower cost than the imported water we have had to purchase in the past. The well, which is located at the northwest corner of Garfield Avenue and Jefferson Street, was drilled last fiscal year and we are currently completing the final engineering work for the installation of pumping and water treatment equipment that will be needed for operation of the well. To date, the City has spent approximately \$1.8 million on the project, which includes property acquisition, preliminary engineering work, and drilling of the well shaft. This work was performed using funds from the final bond issue of our former Redevelopment Agency. The use of the redevelopment bond funds was only meant to finance the project up to the well drilling phase of the project. It was intended that the final equipping phase of the project, which is the most expensive phase, would be financed through loans.

The City has begun the process of securing loan funds for the remainder of the Well #16 project. As we did with the construction of Well #15, the City has approached the State Infrastructure Bank (IBank), which is a State agency that provides loans to government agencies for the development of capital projects. Many agencies use the IBank to finance their projects as the IBank provides very competitive terms that are significantly better than privately available financing. Under the terms being proposed, the City, through our Water Utility, would borrow \$6.7 million. This amount would finance the remaining construction of the well, construction management services, and also allow a contingency fund, which would fund higher than anticipated bids and potential change orders. The loan would be for a period of 30 years and has an initial interest rate quote of 3.03%. The final interest rate will be locked in at the time of loan funding, but is not anticipated to significantly deviate. Inquiries made at other private banking institutions could not match or, in certain cases, exceeded the interest rates provided by the IBank.

As an agency with an existing IBank loan (Well #15), Paramount has been tentatively pre-approved for the \$6.7 million loan. Approval of Resolution No. 18:005, will authorize staff to execute the final loan agreement and is needed prior to final consideration of the loan by the IBank's Board, which is currently scheduled for April 24<sup>th</sup>.

We anticipate having the final phase of the project ready to bid in mid to late summer with construction anticipated to start late fall and the project will be completed in approximately 10 months from the start of construction.

### **Recommended Action**

It is recommended that the City Council read by title only and adopt Resolution No. 18:005 authorizing the incurring of an obligation, payable to the California Infrastructure and Economic Development Bank, for the financing of a capital improvement project and approving certain other matters in connection therewith.

CITY OF PARAMOUNT  
LOS ANGELES COUNTY, CALIFORNIA

**RESOLUTION NO. 18:005**

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF  
PARAMOUNT AUTHORIZING THE INCURRING OF AN OBLIGATION,  
PAYABLE TO THE CALIFORNIA INFRASTRUCTURE AND ECONOMIC  
DEVELOPMENT BANK, FOR THE FINANCING OF A CAPITAL  
IMPROVEMENT PROJECT AND APPROVING CERTAIN OTHER  
MATTERS IN CONNECTION THEREWITH

WHEREAS, the California Infrastructure and Economic Development Bank (“IBank”) administers a financing program to assist local governments with the financing eligible projects in accordance with Section 63000 *et seq.* of the California Government Code (the “Act”);

WHEREAS, IBank created the Infrastructure State Revolving Fund Program (“ISRF Program”) pursuant to the provisions of the Act;

WHEREAS, IBank’s Criteria, Priorities and Guidelines for the Selection of Projects for Financing under the ISRF Program, adopted by IBank’s Board of Directors on February 23, 2016, and as may thereafter be amended from time to time (the “Criteria”), establishes requirements for the financing of projects under the ISRF Program;

WHEREAS, the CITY, has applied to IBank for the financing of the costs of construction of the Water Well #16 (“Project”) in an amount not to exceed \$6.7 million;

WHEREAS, the Act requires the Borrower to make, by resolution of its governing body, certain findings prior to a project being selected for financing by IBank;

WHEREAS, the Borrower expects to incur or pay certain expenditures in connection with the Project from its Water Enterprise Fund that are reimbursable with the proceeds of tax exempt bonds or other tax exempt securities under Federal Tax Law (defined below) prior to incurring indebtedness for the purpose of financing costs associated with the Project on a long-term basis (the “Reimbursement Expenditures”);

WHEREAS, the Borrower reasonably expects that a financing arrangement (“Obligation”) in an amount not expected to exceed \$6.7 million will be entered into under and memorialized by one or more financing agreements and related documents (collectively, the “Financing Agreements”) and that certain proceeds of such Obligation will be used to reimburse the Borrower for Project expenditures incurred or paid prior to incurring the Obligation; and

WHEREAS, the Borrower acknowledges that IBank funds the ISRF Program, in part, with the proceeds of tax exempt bonds and, as such, has certain compliance obligations that may require it to have the Borrower enter into new financing agreements to replace the Financing Agreements (the "Replacement Agreements") on terms and conditions substantially identical to the original Financing Agreements.

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

Section 1. The City Council of the City of Paramount (the "City Council") hereby approves, confirms, ratifies and affirms all actions of the Borrower's representatives, employees and officers heretofore taken in connection with, or with respect to, submitting an application for financing for the Project and the consideration and approval of the Obligation and the Financing Agreements; and in connection therewith the City Council finds and certifies:

- a. The Project facilitates effective and efficient use of existing and future public resources so as to promote both economic development and conservation of natural resources.
- b. The Project develops and enhances public infrastructure in a manner that will attract, create, and sustain long-term employment opportunities;
- c. That the Project is consistent with the General Plan of the City of Paramount, and any elements of the General Plan of the County of Los Angeles that are applicable to the Borrower and the Project;
- d. The proposed financing is appropriate for the Project;
- e. The Project is consistent with IBank's Criteria for the ISRF Program; and
- f. It has considered (i) the impact of the Project on California's land resources and the need to preserve such resources; (ii) whether the Project is economically or socially desirable; and (iii) whether the Project is consistent with, and in furtherance of the State Environmental Goals and Policy Report (as defined in the Criteria).

Section 2. The Borrower hereby declares its official intent to use certain proceeds of the Obligation to reimburse itself for expenditures reimbursable with the proceeds of tax exempt bonds or other tax exempt securities under the provisions of the Internal Revenue Code of 1986, as amended, and those U.S. Treasury Regulations implementing such provisions (collectively, "Federal Tax Law"). This declaration is made solely for purposes of establishing compliance with applicable requirements of Federal Tax Law. This declaration does not bind the Borrower to make any expenditure, incur any indebtedness, or proceed with the Project.

Section 3. All of the Reimbursement Expenditures were made no earlier than 60 days prior to the date of this Resolution. The Borrower will allocate proceeds of the Obligation to pay Reimbursement Expenditures within 18 months of the later of the date the original expenditure was paid or the date the Project was placed in service or abandoned, but in no event more than 3 years after the original expenditure was paid.

Section 4. The Director of Public Works and his or her designee is hereby authorized and directed to act on behalf of the City of Paramount in all matters pertaining to its application for financing from IBank, and if IBank approves the Obligation, the execution of related financial documents, including but not limited to, the authority to pledge revenue of the Water Enterprise Fund on a parity basis with the City of Paramount's obligations in connection with the Enterprise Fund Installment Sale Agreement by and between the City and IBank dated May 3, 2010, to the repayment of the Obligation, and to provide covenants relating to rates and charges to be pledged and as to any other security or collateral securing the Obligation.

Section 5. If the Obligation is approved by IBank, the Director of Public Works and his or her designee is authorized to negotiate, enter into and sign financing documents and any amendments thereto, including, but not limited to the Financing Agreements and the Replacement Agreements, with IBank for the purpose of financing the Obligation.

Section 6. This resolution shall become effective immediately upon adoption.

PASSED, APPROVED and ADOPTED this 20<sup>th</sup> day of March, 2018.

---

Peggy Lemons, Mayor

Attest:

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Lana Chikami, City Clerk



MARCH 20, 2018

YMCA'S USE OF CITY FACILITIES FOR YOUTH PROGRAMMING

MOTION IN ORDER:

AUTHORIZE THE CITY MANAGER OR HIS DESIGNEE TO ENTER INTO AN AGREEMENT WITH THE YMCA TO PROVIDE USE OF CITY AND PUSD FACILITIES AS PART OF OUR JOINT USE AGREEMENT TO PROVIDE YOUTH PROGRAMS.

APPROVED: \_\_\_\_\_

DENIED: \_\_\_\_\_

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

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

ROLL CALL VOTE:

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

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

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

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



**To:** Honorable City Council

**From:** John Moreno

**By:** David Johnson

**Date:** March 20, 2018

---

**Subject:** AGREEMENT - YMCA's Use of City Facilities for Youth Programming

On November 7, 2017, the City Council approved an agreement with the YMCA to provide a youth basketball program in the City. This program is successfully operating at the Paramount Park Gym. In addition to providing youth sports, the YMCA provides a variety of other youth programming that the City would like to partner with the YMCA.

Specifically, the YMCA offers after school care services and swim lessons as part of their youth programming. The Los Cerritos YMCA offers after school care services at their Bellflower site and swim lessons for the City of Bellflower at Thompson Park. The YMCA offered fee-based in-town after school care for Paramount Unified School District students as late as the early 2000's but retracted in-town services with the start of the City's STAR after school program. They continue to provide after school care at their Los Cerritos site which includes Paramount students that are transported to their Bellflower site. They have been providing swim lessons for the City of Bellflower since 1994.

### **Proposed After-School Program**

We have been in discussion with the YMCA about the use of the Progress Plaza East (PPE) building, our least used facility, as a new in-town location for the YMCA to return fee-based after school services to our community. The after school use at PPE would allow up to 45 students and would occupy the facility Monday through Friday from 1:30 p.m. to 6:00 p.m. The facility would continue to function as our Mommy & Me site, our evening instructional class site, and a rentable public facility on weekends. We do not anticipate any impact on our STAR program. In fact, we see the YMCA program as an in-town opportunity for residents seeking after school care outside of the STAR program and the state regulations that we are required to follow.

### **Proposed Swim Lesson Program**

We have also been in discussion with the YMCA about replicating their Bellflower swim lesson program in Paramount. This would replace the City's summer swim lesson program with the YMCA swim lesson program. The City would continue to provide a recreational swim program during the summer. Transitioning swim lessons to the YMCA will provide an immediate cost savings to the City. Our current cost of operating the swim lesson program is approximately \$55,000 with swim lesson revenue of approximately \$47,000. This represents a current operating deficit of \$8,000. This deficit will only continue to grow as minimum wage increases continue to take effect in California. Additionally, by allowing the YMCA to run the program, we are transferring much of the potential liability associated with this program from the City to the YMCA. The City currently provides lessons at \$30 for resident youth, \$35 for non-resident youth, \$45 for resident adults, and \$50 for non-resident adults with an anticipated YMCA cost of \$56-\$65 (depending on Swim Level) per two week session. Although this represents an

increase in the fee that participants will pay, we are proposing to help the YMCA provide assistance as outlined in the next section.

### **YMCA Subsidy – All Programs**

To assist the YMCA with providing these programs and assist them with providing individual subsidies to residents unable to afford the cost of these programs, we are recommending that we increase the current \$10,000 allocation for youth sports in our Community Promotion budget to a \$25,000 allocation. This \$25,000 allocation would provide financial support for all YMCA existing and proposed programming in the City: youth basketball, Camp Oakes, after-school program, and swim lessons. This represents a total increase of \$10,000 in YMCA funding since they are currently allocated \$10,000 for youth sports and \$5,000 for Camp Oakes. These funds would not be subject to the current funding matrix that applies to our other community organization partners.

For Fiscal Year 2018, the amount would remain a \$10,000 allocation for youth basketball and \$5,000 for Camp Oakes. For Fiscal Year 2019, the Community Promotion budget would reflect the full \$25,000 allocation to cover financial subsidies to our residents for all YMCA programming. This amount still provides the City with a net savings of \$8,000 from the discontinued direct operation of the youth basketball and swim lesson programs.

Attached is the agreement with the YMCA's use of City facilities to operate youth programming. The agreement has been approved as to form by the City Attorney.

### **Recommended Action**

It is recommended that the City Council authorize the City Manager or his designee to enter into an agreement with the YMCA to provide use of City facilities and PUSD facilities as part of our Joint Use Agreement to provide youth programs.

**AGREEMENT BY AND BETWEEN THE  
CITY OF PARAMOUNT AND THE LOS CERRITOS YOUNG MAN'S CHRISTIAN  
ASSOCIATION (YMCA) TO PROVIDE USE OF CITY FACILITIES TO OPERATE  
VARIOUS YOUTH PROGRAMS AS APPROVED BY THE PARAMOUNT CITY  
COUNCIL**

THIS AGREEMENT is made and entered into this \_\_\_\_ day of \_\_\_\_\_, 2018, by and between the City of Paramount, hereinafter referred to as the "CITY," and the Los Cerritos Young Man's Christian Association, a California non-profit corporation, 15530 Woodruff Ave., Bellflower, CA 90706, hereinafter referred to as "YMCA". Both CITY and YMCA may collectively be referred to herein as ("the parties").

**I. RECITAL**

A. PURPOSE. The purpose of this Agreement is to provide for the use of CITY facilities to the YMCA for the operation of a mutually agreed upon youth programs ("Programs"). This Agreement is made and entered into with respect to the following facts:

- (a) CITY agrees to allow the YMCA to operate Programs that consists of a youth basketball program, an after school youth program, youth swim lessons, and any further youth programs as authorized and approved by both the CITY and YMCA through amendment of this agreement.
- (b) CITY is the owner of certain real property ("Property 1") which is located in the City of Paramount at 14400 Paramount Blvd. and which contains the Paramount Park Gymnasium, outdoor basketball courts, and pool; and
- (c) CITY is the owner of certain real property ("Property 2") which is located in the City of Paramount as 15500 Downey Ave. and which contains the Progress Plaza East building; and
- (d) CITY has access to various gymnasiums per a Joint Use Agreement with the Paramount Unified School District in which CITY is able to conduct CITY sponsored sports programs; and
- (e) YMCA has experience and expertise with a wide variety of youth programs, including basketball programs, swim lessons, and after school care; and
- (f) The parties have agreed that the following Programs organized by the YMCA shall operate at the following facilities: a youth basketball program at the Paramount Park Gymnasium, Paramount Park outdoor basketball courts, and the Paramount High School West Gymnasium; a youth swim lesson program at Paramount Park Pool; and an after school care

program at Progress Park East is to their mutual benefit and is in the best interests of the residents of the CITY; and

- (g) The City Council of CITY has determined that the public interest, convenience and necessity require the execution of this Agreement.

## **II. TERMS AND CONDITIONS**

B. TERMS. This Agreement shall commence on the first day of \_\_\_\_\_, 2018, and shall continue until such time that either party gives written notice of termination in accordance with the provisions set forth in Section II.G.

C. SERVICES. YMCA shall supply all necessary services and personnel in order to conduct its youth basketball program, youth swim lessons, and after school care as contemplated pursuant to this Agreement, during the term of this Agreement. YMCA shall provide for a qualified Program coordinator who shall supervise the Program and shall have overall responsibility for the operations of the Program, including the employment, training and supervision of staff qualified and sufficient to safely operate the Program. All YMCA staff must be trained and certified in the safety courses listed below.

- American Red Cross CPR
- American Red Cross Title 22 First Aid

YMCA shall be responsible for all administration relating to the conduct of the Program, including, but not limited to, registration of classes included in the Program, organization and implementation of the Program, and the promotion of the Program to members of the public within the CITY (collectively "Services").

D. CITY'S OBLIGATIONS. CITY shall make available to YMCA for the purpose of conducting the Program, that portion of Paramount Park Gymnasium and outdoor basketball courts, the Paramount High School West Gymnasium authorized by the Joint Use Agreement between the City and the Paramount Unified School District, Paramount Park Pool, and Progress Plaza East as reasonably necessary to accommodate the Program and the administration thereof. CITY shall, during the term of this Agreement, maintain these facilities in good condition for such usage, and shall provide all utilities and other facility supplies necessary for said usage; provided, however, that CITY'S obligations for any maintenance of the Paramount High School West Gymnasium is limited to its obligations contained in that Joint Use Agreement with the Paramount Unified School District.

E. USE OF THE FACILITIES. YMCA shall be entitled to the use of that portion of Paramount Park Gymnasium and outdoor basketball courts, the Paramount High School West Gymnasium, Paramount Park Pool, and Progress Plaza East as described in Section II.C & II.D, hereinabove, and which the CITY'S Community Services &

Recreation Director deems reasonably necessary for the purpose of conducting the Program. The parties shall mutually agree on the days and hours during which the Program will be provided.

F. COMPENSATION. YMCA shall be entitled to charge participants in the Program reasonable fees for registration and participation therein. Said fees shall be mutually agreed upon by both the CITY and the YMCA. The YMCA shall be entitled, as compensation for its Services hereunder, to retain the fees charged to participants of the Program.

G. TERMINATION. Either party hereto may at any time during the operation of this Agreement, terminate this Agreement in writing upon One Hundred and Twenty (120) days notice to the other party. Termination pursuant to such a notice shall be effective on the One Hundred and Twenty First (121st) day following the giving of such notice.

Upon termination of this Agreement as provided for herein, YMCA shall vacate Paramount Park Gymnasium, the outdoor basketball courts at Paramount Park, any gymnasiums authorized under the Joint Use Agreement between the City and Paramount Unified School District, the Paramount Park Pool, and Progress Plaza East as of the effective date of such termination.

H. FACILITY DAMAGE. Any damage to the athletic facilities under this Agreement caused by YMCA or any of its agents or employees whether through acts of negligence, omissions to act where a duty to act exists, or by intentional conduct shall be the sole responsibility of the YMCA to pay. YMCA acknowledges and hereby agrees it shall reimburse CITY for any and all work or repairs required to be done to correct any such damages to the facilities within thirty (30) days upon receipt of invoice from CITY.

I. INSURANCE. YMCA, at its sole cost and expense, for the entire time of this Agreement, shall obtain and maintain at minimum all of the following insurance coverage:

- (a) Types of Insurance and Minimum Limits. The coverage may be satisfied by any combination of specific liability and excess liability policies.
  - (1) Workers' Compensation and Employee Liability Insurance in conformance with the laws of the State of California for the statutory limits.
  - (2) Vehicle insurance, including owned, non-owned (e.g. used by YMCA's employees in the course and scope of employment), in the minimum amount of One Million Dollars (\$1,000,000.00) combined single limit per accident for bodily injury and property damage.

- (3) Comprehensive or commercial General Liability Insurance coverage which shall include, but not limited to, coverage for premises operation, explosion and collapse hazard, underground hazards, contractual insurance, broad form property damage, independent contractors, and personal injury liability. The limit of such insurance shall be at least Two Million Dollars (\$2,000,000.00) combined single limit liability for personal injury and property damage.
- (b) The CITY and its officers and employees shall be named as additional insured by endorsement (except for workers' compensation) at no cost to the CITY.
- (c) Prior to providing any services under the Agreement, YMCA shall furnish proof to the CITY that satisfactory policies of insurance described above are in place. All insurance policies shall be issued by an insurance company currently authorized by the Insurance Commissioner to transact business of insurance or is on the List of Approved Surplus Line Insurers in the State of California, with an assigned policyholders' Rating of A- (or higher) and Financial Size Category Class VII (or larger) in accordance with the latest edition of Best's Key Rating Guide, unless otherwise approved by the CITY'S Risk Manager.
- (d) All insurance policies shall provide that in the event of material change, reduction, cancellation, or non-renewal by the insurance carrier for any reason, not less than thirty (30) days notice will be given to the CITY by registered mail of one (1) copy of a written notice of such intent to cancel or not to renew the coverage. An authorized agent of such insurance carrier shall provide to the CITY, on such schedule as is reasonably requested by the CITY, a certification that all insurance premiums have been paid and all coverage is in force. If for any reason, YMCA fails to obtain or keep such insurance in force, the CITY may, but shall not be required to, obtain such insurance, in which event YMCA shall promptly reimburse the CITY'S premium cost therefor plus one and one-half percent (1 ½%) monthly interest thereon until paid.
- (e) Requirements of specific coverage features or limits contained in this Section are not intended as a limitation on coverage, limits or other requirements, or a waiver of any coverage normally provided by any insurance. Specific reference to a given coverage feature is for purposes of clarification only as it pertains to a given issue and is not intended by any party or insured to be all inclusive, or to the exclusion of other coverage, or a waiver of any type. If the YMCA maintains higher limits than the minimums shown above, the CITY requires and shall be entitled to coverage for the higher limits maintained by the YMCA. Any available

insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to the CITY.

J. INDEMNIFICATION. To the fullest extent of the law, the YMCA shall indemnify, defend, and hold harmless CITY, its officers, employees, and agents from any and all losses, costs, expenses, claims, liabilities, actions, or damages, including liability for injuries to any person or persons or damage to property arising at any time during and/or arising out of or in any way connected with the YMCA's use or occupancy of the athletic facilities and adjoining property, unless solely caused by the gross negligence or willful misconduct of the CITY, its officers, employees, or agents.

CITY does hereby agree to defend, indemnify and hold free and harmless, YMCA, its officers, employees and agents from and against any claim made by a person, including claims, demands, or judgements (collectively "Claims") in favor of any person which arises out of the performance by CITY of its obligations pursuant to this Agreement, including, but not limited to, a failure to act by CITY where a duty to act exists, unless solely caused by the gross negligence or willful misconduct of the YMCA, its officers, employees or agents.

K. INDEPENDENT CONTRACTOR. YMCA shall be deemed, for all purposes, to be an independent contractor and shall not be considered an employee of the CITY or under CITY supervision or control and shall not be authorized to bind CITY in any way. This Agreement is by and between the YMCA and the CITY, and is not intended, and shall not be construed to create the relationship of agent, servant, employee, partnership, joint venture, or associate, between the CITY and the YMCA.

L. SUCCESSOR AND ASSIGNMENT. The services as contained herein are to be rendered by the YMCA whose name is as appears first above written and YMCA shall not assign or transfer any interest in this Agreement without prior written consent of the CITY.

M. NOTICES. Whenever notices are required to be given pursuant to the provisions of this Agreement, the same shall be in written form and shall be served upon the party to whom addressed by personal service as required in judicial proceedings, or by deposit of the same in the custody of the United States Postal Service or its lawful successor in interest, postage prepaid, addressed to the Parties as follows:

**City:** City Manager  
City of Paramount  
16400 S. Colorado Avenue  
Paramount, CA 90723

**YMCA:** Executive Director  
Los Cerritos YMCA



15530 S. Woodruff Avenue  
Bellflower, CA 90706

Notices shall be deemed, for all purposes, to have been given on the date of personal service or three (3) consecutive calendar days following the deposit of the same in the United States mail.

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

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

P. MODIFICATION. This Agreement shall not be modified except by written agreement of both parties.

**CITY OF PARAMOUNT**

**YMCA**

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

By: \_\_\_\_\_  
Alfredo Velasco, President/CEO  
YMCA of Greater Long Beach

Attest:

\_\_\_\_\_  
Lana Chikami, City Clerk

APPROVED AS TO FORM

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

MARCH 20, 2018

AWARD OF CONTRACT FOR THE INSTALLATION AND MAINTENANCE  
OF ELECTRIC VEHICLE CHARGING STATIONS

MOTION IN ORDER:

AWARD THE CONTRACT FOR THE INSTALLATION AND  
MAINTENANCE OF ELECTRIC VEHICLE CHARGING STATIONS TO  
VOLTAIC, GARDEN GROVE, CALIFORNIA, IN THE AMOUNT OF  
\$50,403, AND AUTHORIZE THE MAYOR OR HER DESIGNEE TO  
EXECUTE THE AGREEMENT.

APPROVED: \_\_\_\_\_ DENIED: \_\_\_\_\_

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

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

ROLL CALL VOTE:

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

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

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

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



**To:** Honorable City Council

**From:** John Moreno

**By:** Christopher S. Cash / Sarah Ho

**Date:** March 20, 2018

---

**Subject: AWARD OF CONTRACT FOR THE INSTALLATION AND MAINTENANCE OF ELECTRIC VEHICLE CHARGING STATIONS**

In February of this year, the City Council was notified that the City of Paramount was eligible for a total of \$72,580 in Local Government Partnership Program grant funds from the Mobile Source Air Pollution Reduction Review Committee (MSRC). As discussed at that meeting, this funding source can be used to install a publicly accessible electric vehicle charging station (EVCS) and Council directed staff to submit an application. Staff has been informed by the MSRC that we should receive approval for our application in April. As such, we have received a proposal for the installation and a five-year service plan from Voltaic for the installation of EVCSs to be installed at both City Hall and the Sheriff's Station. Once in, users will be able to charge their vehicles at no cost.

This award of contract consists of a program in which the City of Paramount adjoins ("piggy-backs") to a contractual agreement made between the City of Santa Ana and Voltaic. Our purchasing policy allows for the utilization of other agencies' formal bidding results (i.e. "piggy-backing") when the agreement between the agency and the vendor meets the needs of the using agency. In February, Santa Ana awarded a contract to Voltaic for procurement and installation of several EVCSs. Due to the complexity of the specifications, the use of an existing bidding process, such as Santa Ana's, provides for a timely and cost effective purchase for the City of Paramount.

The total proposed purchase of \$50,403 includes a cost of \$40,823 for the procurement and installation of the EVCSs and \$9,580 for a five-year maintenance contract that includes all costs for networking, upgrades, and as-needed maintenance. Per the MSRC guidelines, the grant will cover 75% of the costs; the remaining 25% will be covered by available AQMD/AB2766 funding.

**Recommended Action**

It is recommended that the City Council award the contract for the installation and maintenance of electric vehicle charging stations to Voltaic, Garden Grove, California, in the amount of \$50,403, and authorize the Mayor or her designee to execute the agreement.

MARCH 20, 2018

RESOLUTION NO. 18:007

“A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PARAMOUNT  
APPROVING THE MODIFICATION OF FEES AND CHARGES FOR PICK-UP  
AND HAULING OF REFUSE WITHIN THE CITY OF PARAMOUNT”

MOTION IN ORDER:

READ BY TITLE ONLY AND ADOPT RESOLUTION NO. 18:007.

APPROVED: \_\_\_\_\_

DENIED: \_\_\_\_\_

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

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

ROLL CALL VOTE:

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

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

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

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



**To:** Honorable City Council

**From:** John Moreno

**By:** Kevin Chun/Jonathan Masannat

**Date:** March 20, 2018

---

**Subject: Resolution No. 18:007 - CalMet Trash Hauling Services – Request for Rate Increase**

### **Background**

This item is a request by our franchised trash hauler, CalMet Services, Inc. (CalMet), for a rate increase for commercial and residential trash hauling services. The City's solid waste franchise agreement with CalMet authorizes annual rate increases. CalMet last received a commercial rate increase of 2.0% and a residential rate increase of 4.8% in April 2017. These rate adjustments were necessary to cover increases in the Consumer Price Index (CPI) and CalMet's disposal tipping fees.

### **Request for Rate Increase**

Our agreement with CalMet states the CPI to be used in reference to the rate increase request is the Los Angeles-Riverside-Orange County, CA CPI from August 2016 to August 2017. During this period, there was an increase of 2.819% in the CPI, indicating a rise in cost for a market basket of consumer goods and services. An increase in the CPI also suggests increases in the cost to operate a business.

Another cost of operation is tipping fees. Trash haulers must take their collected trash to a materials recovery facility (MRF) to have the recyclable materials processed. These MRFs charge a fee for every ton of waste taken to their facility, known as a tipping fee. Tipping fees for each ton have increased over the last year. For example, one of the MRFs CalMet uses had a fee increase of approximately 7% per ton and another had an increase of 7.1%. Thus, CalMet has requested an increase in the residential and commercial refuse rates.

### **2018 Residential Trash Collection Rates**

For residential accounts, CalMet originally requested a 15.23% increase, or \$2.76 per month, to cover increases in tipping fees and CPI. However, after negotiations with CalMet, staff recommends a 3% increase for residential accounts. The residential rate would increase from \$18.12 to \$18.66, or \$0.54 per month. Attached is a chart showing where Paramount's residential trash rate stands in comparison to other cities in the region.

### **2018 Commercial Trash Collection Rates**

Commercial accounts (which include multi-family complexes of 5 units or more) generate nearly 70% of the City's trash – approximately 27,000 tons annually. Rates differ depending on the bin size used by the customer and the number of pick-ups requested per week. CalMet originally requested an increase of 4.58%. That would have amounted to a new rate of \$126.64, or a \$5.55 per month increase for customers with a 3-yard bin that is picked up once per week – the most common commercial customer. However, once our negotiations commenced with CalMet, CalMet revised their request. Staff is now recommending an across the board increase of 5.0% for commercial trash services. For 3-yard bin customers with one pick-up once per week, the rate would go from \$121.09 to \$127.14 monthly, or an increase of \$6.05. The second largest category of commercial accounts is a 3-yard bin with two pick-ups per week. This rate would increase from \$201.84 to \$211.93 per month, or an increase of \$10.09. The third largest category of commercial accounts is a 3-yard bin with three pick-ups per week. This rate would increase from \$280.39 to \$294.41 per month, or a \$14.02 increase. Attached is a chart showing where Paramount's commercial rates stand in comparison to other trash rates in the region.

Attached is Resolution No. 18:007 approving the request for an increase in trash rates for residential and commercial accounts. The rate increase would go into effect April 1, 2018.

### **Recommended Action**

It is recommended that the City Council read by title only and adopt Resolution No. 18:007 approving the proposed solid waste rate increases for both residential and commercial accounts with CalMet.

<b>Residential Rates as of 3/14/2018</b>		
<b>City</b>	<b>Hauler</b>	<b>Monthly Rate</b>
South Gate	Waste Management	\$16.81
Cerritos	CalMet	\$17.60
<b>Paramount</b>	<b>CalMet</b>	<b>\$18.12</b>
<b>Paramount (recommended)</b>	<b>CalMet</b>	<b>\$18.66</b>
Bellflower	CR&R	\$19.24
Lynwood	Waste Resources Inc.	\$19.45
Lakewood	EDCO	\$19.74
Downey	CalMet	\$20.11
Norwalk	Republic and CR&R	\$20.79
Santa Fe Springs	CR&R, Serv-Wel and Republic	\$22.07
Whittier	Athens and Republic	\$22.37
Artesia	CR&R	\$22.71

NOTE: All of these cities, except Downey, have not yet negotiated their 2018 residential rates. These cities will likely experience a rate increase.

<b>Commercial Rates as of 3/14/2018</b>		
<b>City</b>	<b>Hauler</b>	<b>Monthly Rate</b>
Bellflower	CR&R	\$112.01
<b>Paramount</b>	<b>CalMet</b>	<b>\$121.09</b>
Lakewood	EDCO	\$122.17
<b>Paramount (recommended)</b>	<b>CalMet</b>	<b>\$127.14</b>
Cerritos	CalMet	\$133.68
Downey	CalMet	\$140.46
Norwalk	Republic and CR&R	\$155.95
Whittier	Athens and Republic	\$160.87
South Gate	Waste Management	\$172.91
Lynwood	Waste Resources Inc.	\$181.50
Santa Fe Springs	CR&R, Serv-Wel and Republic	\$242.17
Artesia	CR&R	\$205.00

NOTE: These are rates for the standard 1 pick-up per week for a 3 cubic yard bin. These cities, with the exception of Santa Fe Springs and Downey, have not yet negotiated their 2018 rates. These cities will likely experience a rate increase.

CITY OF PARAMOUNT  
LOS ANGELES COUNTY, CALIFORNIA

**RESOLUTION NO. 18:007**

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PARAMOUNT  
APPROVING THE MODIFICATION OF FEES AND CHARGES FOR PICK-  
UP AND HAULING OF REFUSE WITHIN THE CITY OF PARAMOUNT

WHEREAS, the City of Paramount has entered into an Amended and Restated Agreement with CalMet Services, Inc., dated January 15, 2013, for Integrated Solid Waste Management Services; and

WHEREAS, pursuant to the Municipal Code of the City of Paramount and said agreement, the City Council may, by resolution, approve the modification of fees and charges for said services.

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

Section 1. The City Council, after study and investigation, and pursuant to Article II, Division 3 of the Paramount Municipal Code and Article 6.1 of said agreement, does approve the following fee schedule for collection, removal, and disposal of garbage, recyclables, rubbish, and other refuse matter within the City.

- A. Single Family Residences, including up to four residential dwellings, shall be charged \$18.66 (includes \$0.30 in AB 939 fees) per month per dwelling unit.
- B. Single Family Residences - Additional Barrel Rates, additional refuse barrel: \$6.61. Additional yard waste barrel: \$3.30. No charge for first additional recycling barrel; \$3.30 each additional thereafter.
- C. Home Ownership - Multi-Family Complexes, including townhome/condominium complexes and mobilehome parks, shall be charged rates as set forth in the table below. All rates include \$0.90 in AB 939 fees per pick-up.

PICK-UPS PER WEEK/BILLED MONTHLY						
Bins	1	2	3	4	5	6
1 yd	\$73.00	-	-	-	-	-
1-1/2 yd	\$77.28	-	-	-	-	-
2 yd	\$100.52	\$164.85	\$229.29	\$292.52	\$358.05	\$422.47
3 yd	\$124.66	\$203.70	\$280.23	\$350.71	\$418.89	\$485.98
4 yd	\$164.41	\$264.14	\$356.38	\$433.82	\$498.13	\$599.80



D. Commercial/Industrial - Bins

All commercial/industrial accounts shall be charged rates as set forth in the table below. In the event bins are used in non home-ownership multiple-residential complexes, the rates shall be the same as the commercial rates below. All bin rates below include \$0.90 in AB 939 fees per pick-up. The AB 939 fee for automated barrels is \$0.90 per pick-up (one barrel).

PICK-UPS PER WEEK/BILLED MONTHLY						
Bins	1	2	3	4	5	6
1 yd	\$75.49	-	-	-	-	-
1-1/2 yd	\$79.83	-	-	-	-	-
2 yd	\$103.00	\$172.40	\$241.92	\$310.30	\$380.92	\$450.28
3 yd	\$127.14	\$211.93	\$294.41	\$371.33	\$445.99	\$519.53
4 yd	\$166.92	\$273.07	\$373.60	\$459.03	\$533.32	\$642.17
PICK-UPS PER WEEK/BILLED QUARTERLY						
Barrels	1	2	3	4	5	6
1	\$45.56	-	-	-	-	-
2	\$93.45	-	-	-	-	-

E. Roll-off Bins

All roll-off bin accounts shall be charged rates as set forth in the table below.

ROLL-OFF BIN CHARGES	RATE
<u>Roll-off Bin Service</u>	
Per load, plus dump fee (includes \$8.00 AB 939 fee)	\$325.55
Rental per day after 7 days without a dump	\$41.45
6 Ton Inclusive Rate (COD)	\$680.64
<u>Additional Roll-off Bin Fees</u>	
Overweight charge (per ton over ten tons/load)	\$113.88
Dry Run/Redelivery/Return Trip/Relocation Fee	\$88.83

F. Recycling Bins

All recycling bin accounts shall be charged rates as set forth in the table below.

PICK-UPS PER WEEK/MONTHLY CHARGE PER BIN						
	1	2	3	4	5	6
2 yd or 3 yd bins	\$32.59	\$49.36	\$66.16	\$82.93	\$99.72	\$116.52

G. Miscellaneous Charges

PICK-UPS PER WEEK/BILLED MONTHLY						
Service Type	1	2	3	4	5	6
Scout/Push-Out service charge (25 feet – 49 feet)	\$13.66	\$27.33	\$40.99	\$54.66	\$59.21	\$77.45
Scout/Push-Out service charge (50 feet and further)	\$28.17	\$56.36	\$84.55	\$112.73	\$140.91	\$169.08
Lock Lid service charge	\$14.09	\$17.60	\$21.11	\$24.66	\$28.18	\$31.70

ADDITIONAL SERVICE CHARGES	RATE PER SERVICE
Residential Bin and Commercial Bulky Item Pick-up:	\$19.08
Bin Return Trip/Dry Run Fee	\$42.39
Bin Re-delivery Fee (if bins are pulled for non-payment)	\$76.98
Bin Cleaning (over once per year)	\$88.83
3-yard Temporary Bin	
Per dump (delivery, disposal and 7-day rental included)	\$109.02
Rental per day after 7 days without a dump	\$7.46
Emergency Service Rates (per hour) – one crew and one collection truck	\$284.68

Section 2. The effective date of the modified residential and commercial accounts fees and charges shall be April 1, 2018.

Section 3. The Mayor, or presiding officer, is hereby authorized to affix his or her signature to this resolution signifying its adoption and the City Clerk, or her duly appointed deputy, is directed to attest hereto.

PASSED, APPROVED, and ADOPTED by the City Council of the City of Paramount this 20th day of March 2018.

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Peggy Lemons, Mayor

Attest:

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Lana Chikami, City Clerk