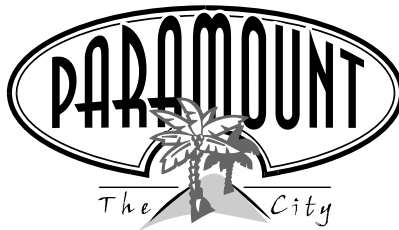


AGENDA

Paramount City Council
July 18, 2017



Adjourned Meeting
City Hall Council Chambers
5:00 p.m.

City of Paramount

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

Public Comments: If you wish to make a statement, please complete a Speaker's Card at the beginning of the meeting. Speaker's Cards are located at the entrance. Give your completed card to a staff member or put it on the staff table located at the front of the room. When your name is called, please go to the rostrum provided for the public. Persons are limited to a maximum of 5 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

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.

1. [APPROVAL OF MINUTES](#) June 6 and June 20, 2017
2. [APPROVAL](#) Authorization for Auditing and Professional Services – Vavrinek, Trine, Day & Co., LLP
3. [APPROVAL](#) Fiscal Year 2017-2018
Public Safety Service Agreements
 - County of Los Angeles - Strategies Against Gang Environments (SAGE) Program Agreement
 - County of Los Angeles, Probation Department - Agreement to Provide a Prevention and Intervention Program (PIP)
 - Southeast Area Animal Control Authority (SEAACA) - Agreement for Supplemental Animal Control Services
 - All City Management Services, Inc. – Amendment to Agreement for Providing School Crossing Guard Services
 - Detective Bureau Consultant Dave Beighton - Agreement for Professional Services
4. [AWARD OF CONTRACT](#) Provision of One (1) Toyota Highlander Hybrid Limited Vehicle

OLD BUSINESS

5. [ORAL REPORT \(continued\)](#) Status of Youth Soccer in Paramount

-
- | | | |
|----|---|---|
| 6. | <u>URGENCY ORDINANCE NO. 1087 (continued)</u> | Extending the Temporary Moratorium Regarding Businesses Involved in the Manufacturing and/or the Processing of Metals Within the M-1 (Light Manufacturing), M-2 (Heavy Manufacturing), and PD-PS (Planned Development with Performance Standards) Zones |
|----|---|---|

NEW BUSINESS

- | | | |
|----|--|---|
| 7. | <u>ORAL REPORT</u> | Interim Recording of City Council Meetings |
| 8. | <u>APPROVAL</u> | Update to Private Party Rental of the Orange Splash Pad |
| 9. | <u>AWARD OF CONTRACT</u> | Construction Services for Commercial Rehabilitation – 16230 Paramount Boulevard |

COMMENTS

- Staff
- Councilmembers

CLOSED SESSION

Conference with Real Property Negotiator, John Moreno, City Manager (pursuant to Government Code Section 54956.8) to instruct for price, terms, and conditions for the purchase, sale, exchange, or lease of subject property.

Property: Paramount Boulevard/Alondra Boulevard
Negotiating Party: City of Paramount and Arroyo Seco Development

ADJOURNMENT

To a meeting on August 8, 2017 at 6:00 p.m.

JULY 18, 2017

APPROVAL OF MINUTES

PARAMOUNT CITY COUNCIL

MOTION IN ORDER:

APPROVE THE PARAMOUNT CITY COUNCIL MINUTES OF JUNE 6 AND
JUNE 20, 2017.

APPROVED: _____

DENIED: _____

MOVED BY: _____

SECONDED BY: _____

ROLL CALL VOTE:

AYES: _____

NOES: _____

ABSENT: _____

ABSTAIN: _____

**PARAMOUNT CITY COUNCIL
MINUTES OF A REGULAR MEETING
JUNE 6, 2017**

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 Peggy Lemons at 6:00 p.m. at City Hall, Council Chambers, 16400 Colorado Avenue, Paramount, California.

PLEDGE OF ALLEGIANCE: The Pledge of Allegiance was led by Mayor Peggy Lemons.

INVOCATION: The invocation was delivered by Pastor Deborah Jameson, Lifegate Foursquare Church.

ROLL CALL OF COUNCILMEMBERS: Present: Councilmember Laurie Guillen
Councilmember Tom Hansen
Councilmember Daryl Hofmeyer
Vice Mayor Diane J. Martinez
Mayor Peggy Lemons

STAFF PRESENT: John Moreno, City Manager
John E. Cavanaugh, City Attorney
Kevin Chun, Assistant City Manager
Christopher Cash, Public Works Director
David Johnson, Com. Serv. & Recreation Director
Karina Liu, Finance Director
William Pagett, City Engineer
Clyde Alexander, Assistant Finance Director
John Carver, Assistant Community Development Director
Lana Chikami, City Clerk
Steve Coumparoules, Management Analyst
Marco Cuevas, Community Development Planner
Jaime De Guzman, Senior Accountant
Danny Elizarraras, Management Analyst
Antulio Garcia, Development Services Manager
Magda Garcia, Senior Com. Serv. & Recreation Supervisor
Margarita Gutierrez, Finance Supervisor
Sarah Ho, Assistant Public Works Director
John King, Planning Manager
Adriana Lopez, Assistant Public Safety Director
Wendy Macias, Public Works Manager
Jonathan Masannat, Management Analyst
Patrick Matson, Human Resources Manager

PRESENTATIONS

1. CERTIFICATE OF RECOGNITION
242nd Birthday of the United States Army
CF 39.6
Mayor Lemons, on behalf of the City Council, celebrated the United States Army's 242nd birthday and presented a Certificate of Recognition to Staff Sergeant Tom Glover, Sergeant First Class Matthew Morlock, and Staff Sergeant Jose Funes. Staff Sergeant Glover marked the occasion with the saber cutting of a birthday cake.
2. CERTIFICATES OF RECOGNITION
Congresswoman Lucille Roybal-Allard's 2017 Student Art Competition Winners
CF 39.6
The City Council, joined by Field Deputy Genesis Coronado of Congresswoman Roybal-Allard's office, recognized the following student art competition winners and art teacher, Mr. Juan Navarro:
 - Rebeka Martinez – "Behind the Art" (Honorable Mention Award)
 - Noah Endo – "The Monster of Many Forms" (Second Place)
 - Leana Perez – "Light That Never Goes Out" (Top Award Winner)

PUBLIC COMMENTS

- CF 10.3
- Ms. Sandra DeKay addressed the City Council regarding issues in the area of Howe Street (extending from Century Boulevard to the north, Downey Avenue to the east, Rosecrans Boulevard to the south, and Paramount Boulevard to the west) and provided them with pictures. She noted the lack of Americans with Disabilities Act (ADA) compliant street curb wheelchair access, limited parking availability, vehicles parking on street corners, increased graffiti and tagging, and substandard street paving.
- Ms. Linda Chaparro-Martin inquired about the status of live streaming City Council meetings. City Manager Moreno informed her that staff is working on this and that a presentation will be made to the City Council soon.
- Ms. Brenda Olmos and Mr. Issac Peralta addressed the City Council about bringing back the girls' softball league to Paramount. They asked the City Council for their support and Mr. Peralta shared his vision for the league.

Ms. Iris Ilagan, Library Manager, shared information about the Paramount Library's services and programs and extended an invitation to visit the library.

Mr. Luis Bautista expressed his appreciation to the City Council, City Manager Moreno, Community Services & Recreation Director Johnson, and Management Analyst Coumparoules for listening and being receptive to a proposal to start a soccer league--Paramount Youth Soccer Organization (PYSO). Additionally, Sergio Corpus, Juan Corpus, Eduardo Fierro, Elena Velazquez, and Jason Chavez addressed the City Council in favor of PYSO and requested that they not allow the American Youth Soccer Organization (AYSO) to take their soccer fields.

CONSENT CALENDAR

3. APPROVAL OF
MINUTES
May 2 and May 16,
2017

It was moved by Vice Mayor Martinez and seconded by Councilmember Hofmeyer to approve the Paramount City Council minutes of May 2 and May 16, 2017. The motion was passed by the following roll call vote:

AYES: Councilmembers Guillen, Hansen, Hofmeyer
Vice Mayor Martinez, Mayor Lemons
NOES: None
ABSENT: None
ABSTAIN: None

4. Register of Demands
CF 47.2

Mayor Lemons requested that this item be pulled from the Consent Calendar. She stated that she had a conflict of interest and disqualified herself from voting on check numbers 302863 and 302920 made payable to her employer (Paramount Chamber of Commerce).

It was moved by Vice Mayor Martinez and seconded by Councilmember Hofmeyer to approve the Paramount City Council Register of Demands with the exception of check numbers 302863 and 302920. The motion was passed by the following roll call vote:

AYES: Councilmembers Guillen, Hansen, Hofmeyer
Vice Mayor Martinez, Mayor Lemons
NOES: None
ABSENT: None
ABSTAIN: None

It was moved by Councilmember Hofmeyer and seconded by Councilmember Hansen to approve check numbers 302863 and 302920. The motion was passed by the following roll call vote:

AYES: Councilmembers Guillen, Hansen, Hofmeyer
Vice Mayor Martinez
NOES: None
ABSENT: None
ABSTAIN: Mayor Lemons

5. ORDINANCE NO. 1084
(Adoption)
Adding Section 29-6.4 (l)
to Chapter 29, Article II,
of the Paramount
Municipal Code Limiting
or Stopping, Standing or
Parking in Designated
Tow Away Zones
CF 73

It was moved by Vice Mayor Martinez and seconded by Councilmember Hofmeyer to read by title only, waive further reading, and adopt Ordinance No. 1084, "AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF PARAMOUNT ADDING SECTION 29-6.4 (l) TO CHAPTER 29, ARTICLE II, OF THE PARAMOUNT MUNICIPAL CODE LIMITING OR STOPPING, STANDING OR PARKING IN DESIGNATED TOW AWAY ZONES." The motion was passed by the following roll call vote:

AYES: Councilmembers Guillen, Hansen, Hofmeyer
Vice Mayor Martinez, Mayor Lemons
NOES: None
ABSENT: None
ABSTAIN: None
6. ORDINANCE NO. 1085
(Adoption)
Adding Section 29-6.4
(m) to Chapter 29,
Article II, of the
Paramount Municipal
Code Limiting or
Stopping, Standing or
Parking in Designated
Tow Away Zones
CF 73

It was moved by Vice Mayor Martinez and seconded by Councilmember Hofmeyer to read by title only, waive further reading, and adopt Ordinance No. 1085, "AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF PARAMOUNT ADDING SECTION 29-6.4 (m) TO CHAPTER 29, ARTICLE II, OF THE PARAMOUNT MUNICIPAL CODE LIMITING OR STOPPING, STANDING OR PARKING IN DESIGNATED TOW AWAY ZONES." The motion was passed by the following roll call vote:

AYES: Councilmembers Guillen, Hansen, Hofmeyer
Vice Mayor Martinez, Mayor Lemons
NOES: None
ABSENT: None
ABSTAIN: None
7. City of Paramount
Updated (April 1, 2017)
Title VI Plan
CF 100.9

It was moved by Vice Mayor Martinez and seconded by Councilmember Hofmeyer to approve the updated Title VI Plan. The motion was passed by the following roll call vote:

AYES: Councilmembers Guillen, Hansen, Hofmeyer
Vice Mayor Martinez, Mayor Lemons
NOES: None
ABSENT: None
ABSTAIN: None

8. Purchase of the Catch
Basin Connector Pipe
Screen Inserts and
Installation
CF 90.1

It was moved by Vice Mayor Martinez and seconded by Councilmember Hofmeyer to authorize the purchase of the catch basin connector pipe screen inserts and installation from G2 Construction, Inc., Santa Ana, California, in the amount, not to exceed, \$40,000 in FY 2017 and \$40,000 in FY 2018. The motion was passed by the following roll call vote:

AYES: Councilmembers Guillen, Hansen, Hofmeyer
Vice Mayor Martinez, Mayor Lemons
NOES: None
ABSENT: None
ABSTAIN: None

NEW BUSINESS

9. PUBLIC HEARING
RESOLUTION NO.
17:017
Confirming a Diagram
and Assessment and
Providing for Annual
Assessment Levy for
Landscape Maintenance
Assessment District No.
81-1
CF 25.3

Mayor Lemons opened the public hearing. City Manager Moreno announced that notice of this hearing was given, the affidavits of publication and posting are filed in the City Clerk's Office, and that no written protests were received.

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

AYES: Councilmembers Guillen, Hansen, Hofmeyer
Vice Mayor Martinez, Mayor Lemons
NOES: None
ABSENT: None
ABSTAIN: None

It was moved by Councilmember Hofmeyer and seconded by Councilmember Hansen to read by title only, and adopt Resolution No. 17:017, "A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PARAMOUNT, CALIFORNIA,

CONFIRMING A DIAGRAM AND ASSESSMENT AND PROVIDING FOR ANNUAL ASSESSMENT LEVY.” The motion was passed by the following roll call vote:

AYES: Councilmembers Guillen, Hansen, Hofmeyer
Vice Mayor Martinez, Mayor Lemons
NOES: None
ABSENT: None
ABSTAIN: None

10. Installation of a Limited Time Parking Zone on the West Side of Texaco Avenue, South of Somerset Boulevard (15500 Texaco Avenue) CF 73
- Public Works Director Cash gave the report and presented pictures of the proposed limited time parking area.
- It was moved by Vice Mayor Martinez and seconded by Councilmember Hansen to approve the request for the installation of a limited time parking zone on the west side of Texaco Avenue, south of Somerset Boulevard (15500 Texaco Avenue). The motion was passed by the following roll call vote:
- AYES: Councilmembers Guillen, Hansen, Hofmeyer
Vice Mayor Martinez, Mayor Lemons
NOES: None
ABSENT: None
ABSTAIN: None
11. Award of Contract for Construction Services for Housing Rehabilitation 15343 Castana Avenue CF 69.13
- Assistant City Manager Chun gave the report and presented a PowerPoint presentation.
- It was moved by Councilmember Hofmeyer and seconded by Councilmember Hansen to award the contract for construction services to Bashford Enterprises, Incorporated for \$38,374 from the HOME Investment Partnership Program (HOME) grant. The motion was passed by the following roll call vote:
- AYES: Councilmembers Guillen, Hansen, Hofmeyer
Vice Mayor Martinez, Mayor Lemons
NOES: None
ABSENT: None
ABSTAIN: None
12. ORAL REPORT West Santa Ana Branch Transit Corridor CF 99.16
- Assistant City Manager Chun reported on the West Santa Ana Branch Transit Corridor and gave a PowerPoint presentation. Following Mr. Chun’s report, there was a brief discussion regarding the elevation.

It was moved by Councilmember Hofmeyer and seconded by Councilmember Hansen to receive and file the report. The motion was passed by the following roll call vote:

AYES: Councilmembers Guillen, Hansen, Hofmeyer
Vice Mayor Martinez, Mayor Lemons
NOES: None
ABSENT: None
ABSTAIN: None

13. Introduction of the Fiscal Year 2018 Proposed Budget
CF 28.1
- Finance Director Liu introduced the Fiscal Year 2018 Proposed Budget and presented a PowerPoint presentation. Ms. Liu also acknowledged the collaborative efforts of the City departments.

There was discussion regarding an ADA chair lift and bifurcating management staff when considering the proposed 3% cost-of-living-adjustment (COLA) for full-time employees.

It was moved by Councilmember Hansen and seconded by Vice Mayor Martinez to establish June 20th for further review and adoption of the Fiscal Year 2018 Proposed Budget. The motion was passed by the following roll call vote:

AYES: Councilmembers Guillen, Hansen, Hofmeyer
Vice Mayor Martinez, Mayor Lemons
NOES: None
ABSENT: None
ABSTAIN: None

COMMITTEE REPORTS

Councilmembers Guillen, Hansen, Hofmeyer; Vice Mayor Martinez; and Mayor Lemons commented on their attendance at the California Contract Cities Annual Municipal Seminar (May 11-14, 2017) in Indian Wells and highlighted information learned from the training sessions.

Vice Mayor Martinez also provided an update on the items discussed at the May 25, 2017 Air Quality Sub Committee meeting.

COMMENTS FROM STAFF

There were none.

COMMENTS FROM COUNCILMEMBERS

Councilmember Guillen, on behalf of a community member, requested the City Council to consider authoring a letter to Carlton Forge requesting cessation of the foul odor. She also asked the City Council to consider allowing the City's current videographer to start taping City Council meetings for YouTube in the interim while staff is conducting research.

Councilmember Hofmeyer congratulated Community Services & Recreation Director Johnson and his staff for a great job on the Futsal Court grand opening event.

Vice Mayor Martinez extended an invitation to come to the City's 60th Anniversary Heritage Festival on June 10, 2017 at Paramount Park.

Councilmember Guillen invited everyone to attend the Town Hall meeting with the AQMD on June 13, 2017 at Paramount Park Community Center.

ADJOURNMENT

There being no further business to come before the City Council, Mayor Lemons adjourned the meeting at 7:35 p.m. to a meeting on June 20, 2017 at 5:00 p.m.

Peggy Lemons, Mayor

ATTEST:

Lana Chikami, City Clerk

**PARAMOUNT CITY COUNCIL
MINUTES OF AN ADJOURNED MEETING
JUNE 20, 2017**

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

CALL TO ORDER:

The adjourned meeting of the Paramount City Council was called to order by Mayor Peggy Lemons at 5:00 p.m. at City Hall, Council Chambers, 16400 Colorado Avenue, Paramount, California.

**ROLL CALL OF
COUNCILMEMBERS**

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

STAFF PRESENT:

John Moreno, City Manager
John E. Cavanaugh, City Attorney
Kevin Chun, Assistant City Manager
Christopher Cash, Public Works Director
David Johnson, Com. Serv. & Recreation Director
Karina Liu, Finance Director
Clyde Alexander, Assistant Finance Director
Angel Arredondo, Code Enforcement Division Head
Chris Callard, Public Information Officer
Lana Chikami, City Clerk
Steve Coumparoules, Management Analyst
Marco Cuevas, Community Development Planner
Danny Elizarraras, Management Analyst
Antulio Garcia, Development Services Manager
Yecenia Guillen, Asst. Com. Serv. & Recreation Director
Margarita Gutierrez, Finance Supervisor
Sarah Ho, Assistant Public Works Director
John King, Planning Manager
Adriana Lopez, Assistant Public Safety Director
Wendy Macias, Public Works Manager
Jonathan Masannat, Management Analyst
Patrick Matson, Human Resources Manager
Paul Slavich, Accountant

PUBLIC COMMENTS

CF 10.3

The following individuals addressed the City Council regarding the negative impact of reducing operating hours at Weber Metals: Mr. Chip Baker, Mr. Pablo Ulloa, Mr. Jorge Vazquez, Jr., Mr. Yiosbeth Huerta, Mr. David Ikeler, and Mr. Cesar Espitia. Mr. Cesar Espitia also commented on

store/market trailers blocking the exits/entrances near Weber Metals. Ms. Sandra DeKay requested that illegal fireworks be addressed and proposed holding periodic weekend City Council meetings. And, the following individuals addressed the City Council regarding ongoing air quality issues: Mr. Reno Redula, Ms. Magdalena Guillen, Ms. Eleanor Mendoza, Mr. Jose De Leon, and Ms. Sara Patricia Vega Huevo.

CONSENT CALENDAR

- | | |
|---|---|
| 1. ACCEPTANCE OF WORK Construction of the Paramount Park Futsal Court Project City Project No. 9663 | <p>It was moved by Councilmember Hofmeyer and seconded by Councilmember Hansen to accept and approve the work performed by C.S. Legacy Construction, Inc., Pomona, California, for construction of the Paramount Park Futsal Court project and authorize payment of the remaining retention.</p> <p>AYES: Councilmembers Guillen, Hansen, Hofmeyer Vice Mayor Martinez, Mayor Lemons</p> <p>NOES: None</p> <p>ABSENT: None</p> <p>ABSTAIN: None</p> |
| 2. AWARD OF CONTRACT One (1) Hybrid 2WD Truck CF 82 | <p>It was moved by Councilmember Hofmeyer and seconded by Councilmember Hansen to award the contract for the purchase of one (1) Hybrid 2WD truck vehicle to Harbor Chevrolet, in the amount of \$35,248.64, and authorize the City Manager or his designee to execute the agreement. The motion was passed by the following roll call vote:</p> <p>AYES: Councilmembers Guillen, Hansen, Hofmeyer Vice Mayor Martinez, Mayor Lemons</p> <p>NOES: None</p> <p>ABSENT: None</p> <p>ABSTAIN: None</p> |

NEW BUSINESS

- | | |
|--|---|
| 3. ORAL REPORT Los Angeles County Measure H CF 69 | <p>Mr. Michael Castillo (Los Angeles County, Office of Homeless Initiative) gave a PowerPoint presentation and reported on Measure H and the County's goals and strategies to address homelessness.</p> |
|--|---|

There was a brief discussion regarding treatment for mental illness and Mr. Castillo provided information regarding the County's efforts to educate cities and organizations on helping the homeless.

4. Authorization to
Re-Allocate FY 2017
Youth Group Funding
CF 62.20, 62.36

Community Services & Recreation Director Johnson gave a report.

It was moved by Vice Mayor Martinez and seconded by Councilmember Hofmeyer to approve the re-allocation of \$10,000 from the Paramount Pirates Youth Football League in the FY 2017 Budget to the Paramount Girls Softball League and Paramount Youth Soccer Organization in the amount of \$5,000 for each league and direct the City Manager or his designee to place these funds in an escrow account for use by these leagues. The motion was passed by the following roll call vote:

AYES: Councilmembers Guillen, Hansen, Hofmeyer
Vice Mayor Martinez, Mayor Lemons

NOES: None

ABSENT: None

ABSTAIN: None

5. BUDGET

a) RESOLUTION NO.
17:018
Adoption of the Fiscal
Year 2018 Annual
Municipal Operating
and Capital
Improvement Budget
CF 28.1

Finance Director Liu reported on the Proposed FY 2018 Budget and provided an overview of the City's revenues and expenditures. Community Services & Recreation Director Johnson reviewed community promotion and organization funding and also discussed programs and upgrades in the Community Services & Recreation Department. Assistant Public Safety Director Lopez reported on services (including sworn and non-sworn) in the Public Safety Department. Public Works Director Cash provided an overview of operations in the Public Works Department and also reported on capital improvement projects and the City's water utility.

b) RESOLUTION NO.
17:019
Approval of the Gann
Appropriations Limit
for Fiscal Year 2018
CF 47.16

Assistant City Manager Chun highlighted modernizing the City's IT infrastructure in the Administrative Services Department. He reviewed an election allocation in the City Manager's Office and discussed a proposed 3% Cost-of-Living Adjustment (COLA) for full-time employees and a classification and compensation study. Additionally, Mr. Chun reported on the Community Development Department and highlighted operations in the Planning Division and the Building & Safety Division, and also commented on the City's Commercial Rehabilitation, Housing Rehabilitation (Home Improvement), and Economic Development Programs.

Lastly, Finance Director Liu provided an overview of the FY 2018 Successor Agency for the Paramount Redevelopment Agency and the FY 2018 Paramount Housing Authority's Budgets.

During the budget review, there was discussion regarding the college bus ridership, catch basin project, promoting the dog park, purchasing umbrellas for the Farmer's Market, and tracking sidewalk repairs for a possible correlation with spiked air quality readings. Discussion also ensued regarding part-time staff, front line staff, management staff, employee benefits, unions, COLA, and salary studies. After this discussion, staff was directed to proceed with a classification and compensation study immediately (as included in the budget) and, following this study, City Council may then give consideration to making any retroactive salary adjustments and amending the budget.

It was moved by Vice Mayor Martinez and seconded by Councilmember Hofmeyer to adopt the budget as presented and read by title only and adopt Resolution No. 17:018, "A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PARAMOUNT, APPROVING AND ADOPTING THE FISCAL YEAR (FY) 2018 ANNUAL MUNICIPAL OPERATING AND CAPITAL IMPROVEMENT BUDGET, ASSIGNING THE FY 2017 SURPLUS, AMENDING THE AUTHORIZED POSITION LISTING AND SALARY SCHEDULE FOR CITY EMPLOYEES, AND AUTHORIZING THE CITY MANAGER TO ADMINISTER SAID BUDGET AND MAKE SUCH CHANGES AS MAY BE NECESSARY DURING THE FISCAL YEAR TO MAINTAIN STANDARDS AND LEVELS OF SERVICES AND ACHIEVE THE INTENT OF THE CITY COUNCIL IN PROVIDING MUNICIPAL SERVICES FOR FY 2018." The motion was passed by the following roll call vote:

| | |
|----------|--|
| AYES: | Councilmembers Hansen, Hofmeyer Vice Mayor Martinez, Mayor Lemons |
| NOES: | Councilmember Guillen |
| ABSENT: | None |
| ABSTAIN: | None |

It was moved by Vice Mayor Martinez and seconded by Councilmember Hofmeyer to read by title only and adopt Resolution No. 17:019, "A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PARAMOUNT, CALIFORNIA, ADOPTING THE APPROPRIATIONS LIMIT FOR FISCAL YEAR 2018 IMPLEMENTING ARTICLE XIII-B OF THE

STATE CONSTITUTION PURSUANT TO SECTION 7900 ET. SEQ. OF THE GOVERNMENT CODE.” The motion was passed by the following roll call vote:

AYES: Councilmembers Hansen, Hofmeyer
Vice Mayor Martinez, Mayor Lemons
NOES: Councilmember Guillen
ABSENT: None
ABSTAIN: None

COMMENTS FROM STAFF

There were none.

COMMENTS FROM COUNCILMEMBERS

Councilmember Guillen commented that items she brought before the City Council at the June 6, 2017 meeting for consideration have not been addressed. She advocated transparency, announced that there will be an AQMD meeting on July 13, 2017 in Diamond Bar, discussed pursuing a grant to fund air filters, and mentioned that the Public Health Department is conducting testing.

Councilmember Hofmeyer, Vice Mayor Martinez, and Mayor Lemons commended Finance Director Liu and staff for doing a great job. And, a brief discussion followed regarding Carlton Forge and the City's efforts.

CLOSED SESSION

Mayor Lemons recessed the meeting at 7:04 p.m. The meeting reconvened at 7:10 p.m. to discuss the following:

Conference With Real Property Negotiator, John Moreno, City Manager (pursuant to Government Code Section 54956.8) to instruct for price, terms, and conditions for the purchase, sale, exchange, or lease of subject property.

Property: Paramount Boulevard/Alondra Boulevard
Negotiating Party: City of Paramount and Arroyo Seco Development

At 7:43 p.m., Mayor Lemons announced that no action was taken.

ADJOURNMENT

There being no further business to come before the City Council, Mayor Lemons adjourned the meeting at 7:44 p.m. to a meeting on July 5, 2017 at 6:00 p.m.

Peggy Lemons, Mayor

ATTEST:

Lana Chikami, City Clerk

JULY 18, 2017

AUTHORIZATION FOR AUDITING AND PROFESSIONAL SERVICES -
VAVRINEK, TRINE, DAY & CO., LLP

MOTION IN ORDER:

AUTHORIZE EXPENSES FOR PROFESSIONAL SERVICES IN EXCESS
OF \$40,000 WITH VAVRINEK, TRINE, DAY & CO., LLP.

APPROVED: _____ DENIED: _____

MOVED BY: _____

SECONDED BY: _____

ROLL CALL VOTE:

AYES: _____

NOES: _____

ABSENT: _____

ABSTAIN: _____



To: Honorable City Council

From: John Moreno

By: Karina Liu

Date: July 18, 2017

Subject: Authorization for Auditing and Professional Services - Vavrinek, Trine, Day & Co., LLP

The City, Successor Agency for the Paramount Redevelopment Agency, and other component units are required by law and by standards set by the Government Accounting Standards Board (GASB) to issue a Comprehensive Annual Financial Report (CAFR) that has been audited by an outside independent auditing firm according to the standards and procedures set by GASB. The independent auditor plays an important and reassuring role in testing and evaluating the City's system of internal controls and its overall financial management for signs of strength and weakness and reporting the results. They can also serve as a valuable resource as government financial reporting continues to evolve, and government financial management becomes more complex and legally constrained.

Various audit and consulting teams of Vavrinek, Trine, Day & Co., LLP (VTD) have been serving as the independent auditor of the City in the past decade, in addition to providing professional/technical services in preparing the CAFR and other State required annual reports. The cost of providing these services is approximately \$38,000. In recent months, VTD has also been asked to perform additional agreed upon procedures (AUP) to select a specific area of the City's operations to further examine our policy and procedures and internal control. The cost of providing this AUP service is about \$5,000 annually.

Under the City's purchasing policy, professional services may not exceed \$40,000 in expenses without authorization by the City Council. Based on the above mentioned variety of work performed by VTD, we anticipate that the costs for VTD's services will exceed \$40,000 annually. Therefore, we are asking for authorization to retain VTD for services which exceed the \$40,000 limit. Funding for VTD's professional services have been included as part of the City budget in both FY 17 and FY 18.

Recommended Action

It is recommended that the City Council authorize expenses for professional services in excess of \$40,000 with Vavrinek, Trine, Day & Co., LLP.

JULY 18, 2017

FISCAL YEAR 2017-2018

PUBLIC SAFETY SERVICE AGREEMENTS

MOTION IN ORDER:

APPROVE AND AUTHORIZE THE MAYOR OR CITY MANAGER TO ENTER INTO AGREEMENTS WITH THE COUNTY OF LOS ANGELES, SOUTHEAST AREA ANIMAL CONTROL AUTHORITY (SEAACA), ALL CITY MANAGEMENT SERVICES, INC., AND DETECTIVE BUREAU CONSULTANT DAVE BEIGHTON.

APPROVED: _____ DENIED: _____

MOVED BY: _____

SECONDED BY: _____

ROLL CALL VOTE:

AYES: _____

NOES: _____

ABSENT: _____

ABSTAIN: _____



To: Honorable City Council

From: John Moreno

By: Adriana Lopez

Date: July 18, 2017

Subject: Fiscal Year 2017-2018 Public Safety Service Agreements

Included in the Fiscal Year 2017-2018 Budget are service agreements with the following agencies:

- County of Los Angeles, District Attorney's Office
Strategies Against Gang Environments (SAGE) Program Agreement
- County of Los Angeles, Probation Department
Agreement to Provide a Prevention and Intervention Program (PIP)
- Southeast Area Animal Control Authority (SEAACA)
Agreement for Supplemental Animal Control Services
- All City Management Services, Inc.
Amendment to Agreement for Providing School Crossing Guard Services
- Detective Bureau Consultant Dave Beighton
Agreement for Professional Services

These agreements (attached) allow the City of Paramount to continue providing these critical public safety services to the community through the above agencies.

Recommended Action

It is recommended that the City Council approve and authorize the Mayor or City Manager to enter into agreements with the County of Los Angeles, Southeast Area Animal Control Authority (SEAACA), All City Management Services, Inc., and Detective Bureau Consultant Dave Beighton.

**CITY OF PARAMOUNT - LOS ANGELES COUNTY AGREEMENT
STRATEGIES AGAINST GANG ENVIRONMENTS (SAGE) PROGRAM
ONE-YEAR EXTENSION
FOR THE PERIOD OF JULY 1, 2017 THROUGH JUNE 30, 2018**

The Agreement between the City of Paramount (CITY) and the County of Los Angeles District Attorney's Office (DA) was executed on August 10, 2015, for the period of July 1, 2015 through June 30, 2016. The DA's Office provides one Deputy District Attorney (DDA) to implement SAGE Program services within the CITY.

Section 2.0 of the Agreement allows the services to be extended annually for up to two additional one-year periods upon mutual agreement of both parties. It is the intention of both parties to exercise the second option and extend the Agreement for the period covering July 1, 2017 through June 30, 2018.

The one-year extension program cost is estimated to be \$304,798. The City agrees to pay the DA \$125,000 for SAGE Program services for the period of July 1, 2017 through June 30, 2018. This amount will be payable by the City to the DA for the services of one DDA who will continue the SAGE Program in the City as specified in Section 3.0 of the current Agreement.

The Honorable Mayor of Paramount and the District Attorney authorize the extension of the Agreement between the City of Paramount and the County of Los Angeles for the period of July 1, 2017 through June 30, 2018, as indicated by the authorized signatures below.

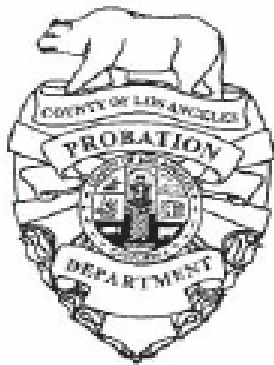
Peggy Lemons, Mayor
City of Paramount

Jackie Lacey, District Attorney
County of Los Angeles

Date

Date

COUNTY OF LOS ANGELES
PROBATION DEPARTMENT



**AGREEMENT TO PROVIDE A
PREVENTION AND INTERVENTION PROGRAM
(PIP)**

**CITY OF PARAMOUNT (GCSP)
JULY 1, 2017 – JUNE 30, 2018**

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**COUNTY OF LOS ANGELES
AND
CITY OF PARAMOUNT**

THIS AGREEMENT is made and entered into this _____ day of _____, 2017 by and between the City of Paramount, located at 15001 Paramount Blvd, #C, Paramount, California, 90723, hereinafter referred to as "CITY", and the County of Los Angeles, hereinafter referred to as "COUNTY", both of whom are collectively referred to as the "PARTIES".

WHEREAS, CITY desires to provide probation prevention/intervention services to assist in reducing incidents of truancy and other serious behavioral problems; and

WHEREAS, COUNTY Probation Department has statutory authority pursuant to Section 1203.14 of the Penal Code and Section 652 of the Welfare and Institutions Code to provide certain expertise and resources in this area;

WHEREAS, the Chief Probation Officer has been delegated authority by the Los Angeles County Board of Supervisors to negotiate and sign agreements to provide these services; and

WHEREAS, COUNTY desires to participate in a joint effort with the CITY;

NOW, THEREFORE, in consideration of the mutual benefits and subject to the conditions contained herein, the PARTIES mutually agree as follows:

1. PURPOSE OF THE AGREEMENT

The purpose of this Agreement is to maintain within the CITY the services of one (1) Deputy Probation Officer (DPO) and support staff mutually agreed upon by both parties. This DPO will provide specialized probation services for CITY. Probation services shall be provided by COUNTY through this Agreement and shall be consistent with the laws of the State of California and the guidelines of the CITY.

2. STATEMENT OF WORK

A. COUNTY shall provide, on behalf of CITY, the services of one (1) DPO and related support staff to monitor and supervised court-ordered juvenile and adult probationers, hereinafter referred to as "probationers" who are within the CITY. Such caseloads to conform to the standards established for the Probation Department's (Probation) Prevention and Intervention Program (PIP). These probationers will be mutually agreed upon by the

Chief Probation Officer or his designee and the CITY. Further, the CITY will give input towards the evaluation conducted by the DPO.

- B. CITY shall provide office space and telephone services within its boundaries for use by the assigned DPO.
- C. In addition to the duties associated with caseload supervision, the assigned DPO will:
 - 1. Supervise a caseload of up to twenty-five (25) court-ordered probationers and/or at risk youth as mutually agreed upon by the Chief Probation Officer or his designee and the CITY; and
 - 2. Conduct crisis counseling and intervention services in individual and group settings with referred juveniles and parents, as mutually agreed upon by the Chief Probation Officer or his designee and the CITY.
- D. The caseload of the DPO shall be limited to cases directly related to CITY and as mutually agreed upon by the Chief Probation Officer or his designee and the CITY.
- E. The DPO shall work flexible hours as mutually agreed upon by the Chief Probation Officer or his designee and the CITY.
- F. The primary duties of the DPO shall be to conduct gang violence suppression, related criminal suppression and intervention services in the CITY. In addition, the DPO is required to perform mandatory probation related duties.

3. EMPLOYMENT STATUS

The assigned DPO is an employee of COUNTY and is entitled to wages and employee benefits appropriate to what is provided other COUNTY employees who are DPOs. It is additionally understood that no term or condition of this Agreement can conflict with State statute defining the status of the DPO as a Peace Officer.

4. PAYMENT

CITY shall reimburse COUNTY for support services and 50% of the salary and employee benefits for one (1) Deputy Probation Officer II (DPO II) and support staff assigned by COUNTY to perform services according to Paragraph 2, STATEMENT OF WORK above. The billable amount is \$82,000 plus any

adjustments to salary, employee benefits and/or overhead rates approved by the Board of Supervisors during the fiscal year.

COUNTY shall provide DPO services commensurate with the 50% cost of services and staff being paid by CITY. CITY agrees that the DPO services provided may include 50% of all customary employee functions such as attending mandatory training, scheduled and unscheduled time-off (e.g. sick, vacation, etc.), and/or attending to other Probation-related activities that may on occasion require the DPO to be away from the service site. CITY agrees that it is responsible for the entire billable amount of this Agreement.

CITY shall reimburse COUNTY for 100% of the salary for a DPO II, paid at one and one-half time, for all time worked beyond forty (40) hours per week. It is at the discretion of the COUNTY with the agreement of the CITY whether the DPO II works in excess of forty (40) hours per week. The current overtime rate is approximately \$63.43 per hour plus any adjustments to salary, employee benefits and/or overhead rates approved by the Board of Supervisors during the fiscal year.

Within thirty (30) days following the receipt of an invoice from Probation's Business Management Office, CITY shall reimburse COUNTY for the billed amount. These invoices shall be provided to CITY within twenty (20) days following: September 30, 2017, December 30, 2017, March 31, 2018, and June 30, 2018.

5. INDEPENDENT CONTRACTOR

This Agreement is by and between COUNTY and CITY and is not intended, and shall not be construed, to create the relationship of agent, servant, employee, partnership, joint venture, or association as between COUNTY and CITY. The COUNTY'S relationship to the CITY in the performance of this Agreement is that of an independent contractor. The COUNTY'S personnel performing services under this Agreement shall at all times be under the COUNTY'S exclusive direction and control and shall be employees of the COUNTY and not employees of the CITY. COUNTY shall pay all wages, salaries, worker's compensation, and other amounts due its employees in connection with this Agreement and shall be responsible for all reports and obligations respecting them.

6. INDEMNIFICATION

CITY shall indemnify, defend, and hold harmless COUNTY, and its Special Districts, elected and appointed officers, employees and agents from and against any and all liability, including but not limited to demands, claims, actions, fees, costs, and expenses (including attorney and expert witness fees), arising from or

connected with CITY'S acts and/or omissions arising from and/or relating to this Agreement.

COUNTY shall indemnify, defend, and hold harmless CITY, and its elected and appointed officers, employees and agents from and against any and all liability, including but not limited to demands, claims, actions, fees, costs, and expenses (including attorney and expert witness fees), arising from or connected with COUNTY'S acts and/or omissions arising from and/or relating to this Agreement.

7. LIMITATION OF COUNTY'S OBLIGATION DUE TO NON-APPROPRIATION

COUNTY'S obligation for its percentage of salary and employee benefits costs is payable only and solely from funds appropriated for the purpose of this Agreement subject to COUNTY'S legislative appropriation for this purpose. In the event the Board of Supervisors does not allocate sufficient funds then the affected services shall be terminated. COUNTY shall notify CITY in writing of such non-allocation at the earliest possible date.

8. BUDGET REDUCTIONS

In the event that COUNTY'S Board of Supervisors adopts in any Fiscal Year a COUNTY Budget which provides for reductions in the salaries and benefits paid to the majority of COUNTY employees and imposes similar reductions with respect to COUNTY contracts, COUNTY reserves the right to reduce its services obligation correspondingly for that Fiscal Year and any subsequent Fiscal Year services. COUNTY'S notice to CITY regarding said reduction in obligation shall be provided within thirty (30) days of the Board of Supervisors approval of such actions.

9. TERMINATION AND TERMINATION COSTS

In the event that CITY or COUNTY withdraws its participation in the project described in this Agreement, such withdrawal shall be preceded by thirty (30) days' written notice to the other party. Notwithstanding, CITY or COUNTY may terminate this Agreement upon the termination, suspension, discontinuation or substantial reduction in CITY or COUNTY funding for the Agreement activity. In such event, COUNTY shall be compensated for all services rendered and all necessary incurred costs performed in accordance with the terms of this Agreement which have not been previously reimbursed up to the date of said termination. Payment shall be made only upon the filing with CITY, by COUNTY, vouchers evidencing the time expended and said costs incurred. Said vouchers must be filed with CITY within thirty (30) days of said termination.

10. TERMINATION FOR IMPROPER CONSIDERATION

COUNTY may, by written notice to CITY, immediately terminate the right of the CITY to proceed under this Agreement if it is found that consideration, in any form, was offered or given by the COUNTY, either directly or through an intermediary, with the intent of securing the Agreement or securing favorable treatment with respect to the amendment or extension of the Agreement or making of any determinations with respect to the COUNTY'S performance pursuant to the Agreement. In the event of such termination, COUNTY shall be entitled to pursue the same remedies against the CITY as it could pursue in the event of default by the CITY.

CITY shall immediately report any attempt by a COUNTY officer or employee to solicit such improper consideration. The report shall be made either to the COUNTY manager charged with the supervision of the employee or to the COUNTY Auditor-Controller's Employee Fraud Hotline at (800) 544-6861.

Among other items, such improper consideration may take the form of cash, discounts, services, the provision of travel or entertainment, or tangible gifts.

11. TERM

This Agreement shall be for a period of twelve (12) months commencing on July 1, 2017, and terminating on June 30, 2018.

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IN WITNESS WHEREOF, the County of Los Angeles and CITY have caused this Contract to be executed on their behalf by their authorized representatives, the day, month and year first above written. The person signing on behalf of CITY warrants that he or she is authorized to bind the CITY, and attest under penalty of perjury to the truth and authenticity of representations made and documents submitted and incorporated as part of this Contract.

COUNTY OF LOS ANGELES
PROBATION DEPARTMENT

By _____
TERRI L. MCDONALD
CHIEF PROBATION OFFICER

Date

CITY OF PARAMOUNT

By _____

Name (Typed or Printed)

Title

Date

APPROVED AS TO FORM:

MARY C. WICKHAM
COUNTY COUNSEL

By _____
MILLICENT L. ROLON
PRINCIPAL DEPUTY COUNTY COUNSEL

Date

AGREEMENT FOR SUPPLEMENTAL ANIMAL CONTROL SERVICES

This Agreement is entered into this 1st day of July, 2017 by and between the SOUTHEAST AREA ANIMAL CONTROL AUTHORITY whose address is 9777 SEAACA Street, Downey, California 90241 (herein, "SEAACA") and the CITY OF PARAMOUNT, a California Corporation, whose address is 15001 Paramount Blvd., Paramount, California 90723 (herein "CITY").

RECITALS

WHEREAS, SEAACA and CITY have heretofore entered into an Agreement for Animal Control Services for the Fiscal Year 2017-2018; and,

WHEREAS, CITY desires to supplement routine services provided under said Agreement for Animal Control Services;

NOW THEREFORE, in consideration of performance by the parties of the covenants and conditions herein contained, the parties hereto agree as follows:

SECTION I. SEAACA AGREES

To provide augmented animal control field patrol services to CITY by assigning to CITY a dedicated animal control officer for no less than 40 hours each week, actual hours to be determined by the needs of the CITY. Emergency services will be available 24 hours per day, 7 days per week.

SECTION II. CITY AGREES:

1. That for and in consideration of the rendition of services pursuant to this Agreement CITY shall compensate SEAACA in the amount of \$55,000.00, to be paid by CITY to SEAACA upon invoice on the following schedule: \$55,000.00 on July 1, 2017. Said sums shall be paid within thirty (30) days after CITY's receipt of invoice. If payment is not delivered to SEAACA within thirty (30) days after CITY's receipt of invoice, SEAACA is entitled to recover interest thereon. Said interest shall be at the rate of ten percent (10%) per year, or any portion thereof, calculated from the last day of the month in which the services were performed. If such payment is not delivered to SEAACA within the time set forth hereinabove, SEAACA may satisfy such indebtedness, including interest thereon, from any funds of the CITY on deposit to the credit of SEAACA, without giving CITY notice of SEAACA's intent to do so.
2. Should CITY request attendance of the currently assigned dedicated animal control officer at various CITY functions which will entail overtime hours for that individual, CITY hereby agrees to reimburse SEAACA for said overtime hours at the rate of \$61.68 per hour.

SECTION III. THE PARTIES AGREE

All other terms, conditions and services in the basic Agreement for Animal Control Services for the Fiscal Year 2017-2018 shall remain unchanged.

SECTION IV. TERM

That the term of this Agreement shall be for the period July 1, 2017 through June 30, 2018, inclusive, unless the Agreement is terminated by giving the other party written notice as herein provided. CITY AND SEAACA may extend this Agreement at its expiration for periods of one or more years by mutual written agreement.

SECTION V. AMENDMENT

This agreement shall not be amended or any provision or breach hereof waived, except in writing signed by the parties hereby and which expressly refers to this Agreement.

IN WITNESS WHEREOF, THE CITY OF PARAMOUNT, by order of its City Council caused this Agreement to be signed by its Mayor and attested to by its Clerk, and the SOUTHEAST AREA ANIMAL CONTROL AUTHORITY, (a.k.a. SEAACA) by order of its Commission, has caused this Agreement to be subscribed by the Chairperson of said Commission and attested to by the Clerk of the Commission.

CITY OF PARAMOUNT

BY: _____
Peggy Lemons, Mayor

ATTEST:

Lana Chikami, City Clerk

APPROVED AS TO FORM AND CONTENT

John E. Cavanaugh, City Attorney

SOUTHEAST AREA ANIMAL CONTROL
AUTHORITY

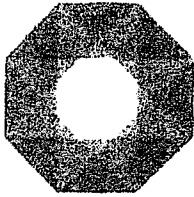
BY: _____
Luis Marquez, Chairperson

ATTEST:

Sally Hazzard, Executive Director

APPROVED AS TO FORM AND CONTENT

Scott Nichols, Commission Attorney



ALL CITY MANAGEMENT SERVICES

**Amendment to Agreement between
All City Management Services, Inc. and the City of Paramount
for providing School Crossing Guard Services**

The **City of Paramount** hereinafter referred to as the "City", and **All City Management Services, Inc.**, located at 10440 Pioneer Blvd., Suite 5, Santa Fe Springs, CA 90670, hereinafter referred to as the "Contractor", mutually agree to amend the existing Agreement entered into on July 14, 1999 as follows:

- Item #1** The City and the Contractor agree to extend the term of this Agreement for the 2017-2018 school year beginning July 1, 2017 through June 30, 2018.
- Item #17** The City agrees to pay Contractor for services rendered pursuant to the Agreement the sum of Seventeen Dollars and Sixty-Seven Cents (\$17.67) per hour of guard service provided. It is understood that the cost of providing Fifteen Thousand, One Hundred and Twenty (15,120) hours of service shall not exceed Two Hundred Sixty-Seven Thousand, One Hundred and Seventy Dollars (\$267,170.00).

Except as provided for in Item #1 and Item #17, all other terms and conditions of the original Agreement and Amendments thereto between the City and the Contractor remain in effect.

City of Paramount

All City Management Services, Inc.

By _____

By *Demetra Fairwell*
Demetra Fairwell, Corporate Secretary

Date _____

Date June 27, 2017

CITY OF PARAMOUNT

AGREEMENT FOR PROFESSIONAL SERVICES

THIS AGREEMENT is made and effective as of July 1, 2017, between the City of Paramount, a municipal corporation ("City") and, Dave Beighton ("Consultant"). In consideration of the mutual covenants and conditions set forth herein, the parties agree as follows:

1. TERM

- A. This Agreement shall be effective July 1, 2017 and shall terminate on June 30, 2018.
- B. City may, without cause, terminate this Agreement at any time prior to June 30, 2018. Notice shall be complete when delivered in person or by facsimile or when received by mail, whichever is earlier. Termination shall be effective immediately upon notice, as described herein, unless a longer period of time is specified in the notice.
- C. In the event this Agreement is terminated by City, Consultant shall be paid the value of services performed pursuant to this Agreement prior to the effective date of termination, less the amount of any payments previously made.

2. SERVICES

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

3. PERFORMANCE

Consultant shall at all times faithfully, competently and to the best of his/her ability, experience, and talent, perform all tasks described herein. Consultant shall employ, at a minimum, generally accepted standards and practices utilized by persons engaged in providing similar services as are required of Consultant hereunder in meeting its obligations under this Agreement. Consultant represents it is skilled in the professional calling necessary to perform the services and duties agreed to hereunder by Consultant and City relies upon the skills and knowledge of Consultant. Consultant shall perform such services and duties consistent with the standards generally recognized as being employed by professionals performing similar service in the State of California.

4. **CITY MANAGEMENT**

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

5. **PAYMENT**

- (a) The City agrees to pay Consultant \$50 per hour not to exceed \$50,000 for the total term of the agreement, in accordance with the payment rates and terms and the schedule of payment as set forth in Consultant's proposal, Exhibit "B", attached hereto and incorporated herein by reference as if fully set forth herein.
- (b) Consultant shall not be compensated for any services rendered in connection with its performance of this Agreement, which are in addition to those set forth herein, unless such additional services are authorized in advance and in writing by the City Manager; provided, however, the City Manager may approve additional work not to exceed ten percent (10%) of the amount of the Agreement but not to exceed ten-thousand dollars (\$10,000). Consultant shall not be compensated for any additional services in the amounts greater than that authorized herein by the City Manager unless agreed to by the City Council.
- (c) Consultant will submit invoices for services based on the schedule of payment as set forth in Exhibit "B". Invoices shall be submitted on a bi-weekly basis for services provided. If the City disputes any of Consultant's fees it shall give written notice to Consultant within two (2) weeks of receipt of an invoice of any disputed fees set forth on the invoice.

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

- (a) The City may at any time, for any reason, with or without cause, suspend or terminate this Agreement, or any portion hereof, by serving upon the Consultant at least thirty (30) days prior written notices. Upon receipt of said notice, the Consultant shall immediately cease all work under this Agreement, unless the notice provides otherwise. If the City suspends or terminates a portion of this Agreement such suspension or termination shall not make void or invalidate the remainder of this Agreement.
- (b) In the event this Agreement is terminated pursuant to this Section, the City shall pay the Consultant for services up to the date of termination based on the schedule of payment as set forth in Exhibit "B". Upon termination of the Agreement pursuant to this Section, the Consultant will submit an invoice to the City pursuant to Section 5.

7. **DEFAULT OF CONSULTANT**

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

All documents prepared or obtained under this Agreement including electronic media shall be delivered to, and shall become the property of the City.

9. **INDEMNIFICATION BY CONSULTANT**

- A. All officers, agents, employees, sub-Consultants, their agents, officers and employees who are hired by or engaged by Consultant in the performance of this Agreement shall be deemed officers, agents and employees and sub-Consultants of Consultant, and City shall not be liable or responsible to them for anything whatsoever.
- B. Consultant agrees to save, keep, hold harmless and defend City and all of its elected and appointed boards, commissions, officers employees and agents from all claims, damages, costs or expenses in law and in equity, including costs of suit and expenses for legal services, that may at any time arise or be claimed because of damage to property or injury to persons, including City, allegedly received or suffered by reason of any wrongful or negligent act or omission on the part of Consultant or any of its agents, officers and employees and sub-Consultants in the performance of this Agreement.

- C. Consultant shall not be deemed to assume any liability for wrongful or negligent acts of City or its officers, agents, employees and sub-Consultants, and City shall defend and hold Consultant harmless against any such claims.
- D. Consultant agrees to defend, indemnify and hold harmless the City, its elected and appointed boards, commissions, officers, employees and agents from all claims, demands, liability fines and penalties made by Consultant's employees from health, retirement or other benefits attributable to services performed pursuant to this Agreement.

10. **INSURANCE REQUIREMENTS**

Consultant shall procure and maintain insurance for the duration of this Agreement against claims for injuries to persons or damages to property, which may arise from or in connection with the performance of the work hereunder by Consultant, its agents, representatives, or employees.

A. **Minimum Scope of Insurance**

Coverage shall be at least as broad as:

- 1. Proof of Insurance Coverage covering Automobile Liability,
- 2. Workers' compensation insurance as required by the State of California and employer's liability insurance.

B. **Minimum Limits of Insurance**

Consultant shall maintain limits no less than:

- 1. Automobile Liability: \$500,000 per accident for bodily injury and property damage.

C. **Deductibles and Self-Insured Retentions**

Any deductibles or self-insured retentions must be declared to and approved by the City. At the option of the City, the City may require the insurer to reduce or eliminate such deductibles or self-insured retentions as respects the City, its officers, officials, employees and volunteers; or the City may require Consultant to procure a bond guaranteeing payment of losses and related investigations, claim administration and defense expenses.

D. **Acceptability of Insurers**

Insurance is to be placed with insurers with a current A.M. Best's rating of an "A-" Policyholder's Rating, and a Financial Rating of at

least Class VIII, or better, in accordance with the most current A.M. Best Rating Guide.

E. Other Requirements

Consultant shall provide an endorsement to City establishing that City, its elected and appointed boards, commissions, officers, employees and agents have been added as an additional insureds to the General and Automobile liability insurance policies required under this Agreement. The above policy/policies shall also be endorsed to state that coverage shall not terminate, nor shall they be canceled, nor the coverage reduced, until after thirty (30) days written notice is given to the City.

Insurance afforded by the additional insured endorsement shall apply as primary insurance, and other insurance maintained by the City shall be excess only and not contributory with insurance provided under this policy/policies.

F. Verification of Coverage

Consultant shall furnish the City with original certificates and amendatory endorsements affecting coverage. Said policies and endorsements shall conform to the requirements herein stated. All certificates and endorsements are to be received and approved by City **before work commences**. The endorsements are to be signed by a person authorized by that insurer to bind coverage on its behalf. The endorsements are to be on the standard industry forms, as listed below. City reserves the right to require Consultant's insurers to provide complete, certified copies of all required insurance policies at any time.

Automobile Liability

Form Acceptable to City Attorney

11. **INDEPENDENT CONSULTANT**

- (a) Consultant is and shall at all times remain as to the City a wholly independent Consultant. 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. 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 whatever against City, or bind City in any manner.

- (b) Neither Consultant, nor any of Consultant's officers, employees or agents, shall obtain any rights to retirement, health care or any other benefits which may otherwise accrue to City's employees. Consultant expressly waives any claim Consultant may have to any such rights.
- (c) City shall not be liable for compensation or indemnification to Consultant for injury or sickness arising out of performing services hereunder.

12. **LEGAL RESPONSIBILITIES**

The Consultant shall keep itself 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 its service 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. **RELEASE OF INFORMATION/CONFLICTS OF INTEREST**

- (a) All information gained by Consultant in performance of this Agreement shall be considered confidential and shall not be released by Consultant without City's prior written authorization. Consultant, its officers, employees, agents, or sub-Consultants, shall not without written authorization from the Public Safety Director 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 Agreement or relating to any project or property located within the City. Response to a subpoena or court order shall not be considered "voluntary" provided Consultant gives City notice of such court order or subpoena.
- (b) Consultant shall promptly notify City should Consultant, its officers, employees, agents, or sub-Consultants 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 person or party regarding this Agreement and the work performed hereunder or with respect to any project or property located within the City. City retains the right, but has no obligation, to represent Consultant and/or be present at any deposition, hearing, or similar proceeding. Consultant agrees to cooperate fully with City and to provide the opportunity to review any response to discovery requests provided by Consultant. However, City's right to review any such response does not imply or mean the right by City to control, direct, or rewrite said response.

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, such as but not limited to, Federal Express, which provides a receipt showing date and time of delivery, or (iii) mailing in the United States Mail, certified mail, postage prepaid, return receipt requested, addressed to the address of the party as set forth below or at any other address as that party may later designate by notice:

To City: City of Paramount
Attention: Public Safety Director
16400 Colorado Avenue
Paramount, California 90723

To Consultant: Dave Beighton
1304 S. Oakhaven Dr.
Anaheim, CA 92804

15. **ASSIGNMENT**

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

16. **LICENSES**

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

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 agreements, understandings, representations, and statements, oral or written, are merged into this Agreement and shall be of no further force or effect. Each party is entering into this Agreement based solely upon the representations set forth herein and upon each

party's own independent investigation of any and all facts such party deems material.

19. **SEVERABILITY**

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

20. **CONTENTS OF PROPOSAL**

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

21. **ATTORNEY'S FEES**

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

22. **AUTHORITY TO EXECUTE THIS AGREEMENT**

The person or persons executing this Agreement on behalf of Consultant warrants and represents that he/she 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.

23. **WAIVER**

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

24. **AMENDMENTS**

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

25. **COUNTERPARTS**

This Agreement may be executed in multiple identical counterparts, each of which shall be deemed an original, but all of which together will constitute one and the same instrument but the parties agree that the Agreement on file in the Office of City's City Clerk is the version of the

Agreement that shall take precedent should any differences exist among counterparts of the document.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed the day and year first above written.

CITY OF PARAMOUNT

DAVE BEIGHTON

By: _____
Peggy Lemons, Mayor
City of Paramount

By: _____

ATTEST:

By: _____
Lana Chikami, City Clerk

APPROVED AS TO FORM:

John E. Cavanaugh, City Attorney

EXHIBIT A

TASKS TO BE PERFORMED

The Consultant will interface with detectives to conduct witness interviews, gather intelligence, and prepare criminal filing packets on active criminal investigations. He will also provide investigative oversight to field deputies, special assignment officers, and school resource deputies. He has access to, and is proficient in the use of, all State databases, which enables him to access criminal background information, DMV information, gun registration records, etc.

The Consultant will assist the Detective Bureau Sergeant with data entry and accounting in L.A.R.C.I.S., the County's case tracking data base. He will on a regular basis review Paramount's crime reports and make an assessment as to whether or not they are workable and should be assigned to a detective for follow-up. The Consultant will also be available to handle walk-in and phone-in inquiries from the public related to Detective Bureau matters.

EXHIBIT B – PAYMENT SCHEDULE

July 13, 2017

July 27, 2017

August 10, 2017

August 24, 2017

September 7, 2017

September 21, 2017

October 5, 2017

October 19, 2017

November 2, 2017

November 16, 2017

November 30, 2017

December 14, 2017

December 28, 2017

January 11, 2018

January 25, 2018

February 8, 2018

February 22, 2018

March 8, 2018

March 22, 2018

April 5, 2018

April 19, 2018

May 5, 2018

May 17, 2018

May 31, 2018

June 14, 2018

June 28, 2018

JULY 18, 2017

AWARD OF CONTRACT

PROVISION OF ONE (1) TOYOTA HIGHLANDER HYBRID LIMITED
VEHICLE

MOTION IN ORDER:

AWARD THE CONTRACT FOR THE PROVISION OF ONE (1) TOYOTA
HIGHLANDER HYBRID LIMITED VEHICLE TO PENSKE TOYOTA,
DOWNEY, CALIFORNIA, IN THE AMOUNT OF \$47,429.

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: July 18, 2017

Subject: AWARD OF CONTRACT FOR THE PROVISION OF ONE (1) TOYOTA HIGHLANDER HYBRID LIMITED VEHICLE

On July 13, 2017, Public Works staff opened and examined the bids for the provision of one (1) Toyota Highlander Hybrid Limited vehicle. The bids were opened at 11:00 AM in the Public Works office.

Four (4) bids were received and the apparent low bid submitted by Penske Toyota of Downey amounted to \$47,429. This bid is \$2,571 lower than the \$50,000 budgeted for this vehicle in the FY 2018 budget. We will be utilizing AB2766 subvention funding to purchase this vehicle.

Attached is a list of bidders.

Recommended Action

It is recommended that the City Council award the contract for the provision of one (1) Toyota Highlander Hybrid Limited vehicle to Penske Toyota, Downey, California, in the amount of \$47,429.

JOB NAME: PROVISION OF ONE (1) TOYOTA HIGHLANDER HYBRID LIMITED
VEHICLE

BID DATE: Thursday, July 13, 2017

BID TIME: 11:00 AM

| | <u>Company Name</u> | <u>Company Address</u> | <u>Bid Amount</u> |
|---|----------------------------|---|--------------------------|
| 1 | Penske Toyota | 9136 Firestone Blvd. Downey, CA 90241 | \$47,429.00 |
| 2 | Miller Toyota Anaheim | 1331 N. Euclid Ave. Anaheim, CA 92801 | \$49,079.39 |
| 3 | Autonation Toyota Irvine | 9101 Research Drive Irvine, CA 92618 | \$50,317.46 |
| 4 | Norwalk Toyota | 1140 E. Imperial Highway Norwalk, CA 90650 | \$50,937.94 |

JULY 18, 2017

ORAL REPORT

STATUS OF YOUTH SOCCER IN PARAMOUNT

JULY 18, 2017

URGENCY ORDINANCE NO. 1087

“AN URGENCY ORDINANCE OF THE CITY COUNCIL OF THE CITY OF PARAMOUNT ADOPTING AN INTERIM URGENCY ORDINANCE PURSUANT TO CALIFORNIA GOVERNMENT CODE SECTION 65858 PROHIBITING THE ISSUANCE OF ANY PERMITS OR APPROVALS FOR CONSTRUCTION, ESTABLISHMENT, EXPANSION OR OPERATION OF ANY BUSINESS INVOLVED IN THE MANUFACTURING AND/OR PROCESSING OF METALS, INCLUDING, BUT NOT LIMITED TO THE FOLLOWING OPERATIONS: GRINDING, SANDING, PLATING, ELECTROPLATING, WELDING, DEBURRING, HEATING, HEAT TREATING, STRAIGHTENING, FORMING, MACHINING, CUTTING, ROLLING, PRESSING, FORGING, FABRICATING, POLISHING, MILLING, SWAGING, CONVERSION COATING, ANODIZING, AND PASSIVATION WITHIN THE M-1 (LIGHT MANUFACTURING), M-2 (HEAVY MANUFACTURING) AND PD-PS (PLANNED DEVELOPMENT WITH PERFORMANCE STANDARDS) ZONES DURING THE PENDENCY OF THE CITY’S REVIEW AND ADOPTION OF REGULATIONS OF SUCH USES AND DECLARING THE URGENCY THEREOF”

MOTION IN ORDER:

READ BY TITLE ONLY, WAIVE FURTHER READING, AND ADOPT INTERIM URGENCY ORDINANCE NO. 1087.

APPROVED: _____

DENIED: _____

MOVED BY: _____

SECONDED BY: _____

ROLL CALL VOTE:

AYES: _____

NOES: _____

ABSENT: _____

ABSTAIN: _____



To: Honorable City Council

From: John Moreno

By: Kevin Chun/John Carver

Date: July 18, 2017

Subject: Urgency Ordinance No. 1087 – Extending the Temporary Moratorium Regarding Businesses Involved in the Manufacturing and/or the Processing of Metals within the M-1 (Light Manufacturing), M-2 (Heavy Manufacturing), and PD-PS (Planned Development with Performance Standards) Zones

Request

On December 13, 2016, the City Council adopted Interim Urgency Ordinance No. 1078 (staff report and ordinance attached) which established a moratorium prohibiting the issuance of any permits or approvals for construction, establishment, expansion or operation of any business involved in the manufacturing and/or processing of metals, including, but not limited to the following operations: grinding, sanding, plating, electroplating, welding, deburring, heating, heat treating, straightening, forming, machining, cutting, rolling, pressing, forging, fabricating, polishing, milling, swaging, conversion coating, anodizing, and passivation within the M-1 (Light Manufacturing), M-2 (Heavy Manufacturing), and PD-PS (Planned Development with Performance Standards) zones. The interim urgency ordinance was adopted in order to immediately protect the health, safety and welfare of residents and businesses from recently discovered high levels of pollutants generated by metal manufacturing and/or processing businesses.

Interim Urgency Ordinance No. 1078 was adopted in response to the South Coast Air Quality Management District (AQMD) detecting high levels of hexavalent chromium in an industrial area in the City in the fall of 2016. Hexavalent chromium is a pollutant that has been identified by the United States Environmental Protection Agency, the United States Department of Labor, and the California Office of Environmental Health Hazard Assessment to be a known human carcinogen when inhaled over a period of long exposure.

On January 24, 2017, the City Council adopted Urgency Ordinance No. 1082 (staff report and ordinance attached), which extended the moratorium on metal-related businesses for an additional six months, to expire on July 26. Urgency Ordinance No. 1082 allowed for specific exceptions for existing metal-related businesses. These exceptions are as follows:

- A. Allow for pollution control measures to be implemented by a facility if they are required through an Abatement Order by the AQMD, or other documented AQMD action provided that a conditional use permit (CUP) is granted by the Planning Commission. In an effort to expedite these needed improvements, the City will attempt to process CUPs to coincide with the AQMD's permitting process. Attached is a letter from the AQMD in support of this provision of the urgency ordinance.

- B. Allow for facility/property improvements that do not expand the production capacity/output of a facility. These enhancements could include:
 - 1. Construction of security fencing.
 - 2. Installation of shade structures over outdoor employee break areas.
 - 3. Repaving of a facility parking lot.
- C. Allow for replacement of existing outdated, damaged, or broken equipment would be allowed (subject to a CUP, as appropriate), provided that such equipment replacement is not done to intentionally increase production capacity/output. These types of improvements could include:
 - 1. Replacement of furnaces.
 - 2. Installation of replacement venting systems.
 - 3. Installation of a replacement press.

Since January, the City Council Air Quality Sub Committee was created, and has been meeting monthly to formulate regulations for metal-related businesses. Staff has also held a number of meetings with key metal-related businesses to discuss potential regulations. Based on the Sub Committee meetings, as well as meetings with the metal-related businesses, we are formulating a draft ordinance.

Government Code Section 65858 allows the City to adopt a zoning ordinance without following the usual procedures if it is necessary to protect the public safety, health, and welfare. An urgency ordinance is allowed to bypass the usual notice and planning commission procedures to prohibit any uses that may be in conflict with a contemplated general plan, specific plan, or zoning proposal that the City is considering or intends to study. Government Code Section 65858 allows the moratorium to be extended for a period up to 22 months. The proposed ordinance extension before the City Council this evening is drafted to provide for the maximum allowable time, (an additional 16 months, through November 24, 2018). If new regulations are drafted prior to the end of this 16 month period, the Urgency Ordinance can be ended sooner.

City staff needs time to study the legality, potential adverse community impacts, and mechanisms for regulating businesses that manufacture and/or process metal, and to provide the City Council with options and recommendations.

Recommended Action

It is recommended that the City Council read by title only, waive further reading, and adopt Urgency Ordinance No. 1087.

CITY OF PARAMOUNT
LOS ANGELES COUNTY, CALIFORNIA

URGENCY ORDINANCE NO. 1087

AN URGENCY ORDINANCE OF THE CITY COUNCIL OF THE CITY OF PARAMOUNT EXTENDING AN INTERIM URGENCY ORDINANCE PURSUANT TO CALIFORNIA GOVERNMENT CODE SECTION 65858 PROHIBITING THE ISSUANCE OF ANY PERMITS, OR APPROVALS FOR CONSTRUCTION, ESTABLISHMENT, EXPANSION OR OPERATION OF ANY BUSINESS INVOLVED IN THE MANUFACTURING AND/OR PROCESSING OF METALS, INCLUDING, BUT NOT LIMITED TO THE FOLLOWING OPERATIONS: GRINDING, SANDING, PLATING, ELECTROPLATING, WELDING, DEBURRING, HEATING, HEAT TREATING, STRAIGHTENING, FORMING, MACHINING, CUTTING, ROLLING, PRESSING, FORGING, FABRICATING, POLISHING, MILLING, SWAGING, CONVERSION COATING, ANODIZING, AND PASSIVATION WITHIN THE M-1 (LIGHT MANUFACTURING), M-2 (HEAVY MANUFACTURING), AND PD-PS (PLANNED DEVELOPMENT WITH PERFORMANCE STANDARDS) ZONES DURING THE PENDENCY OF THE CITY'S REVIEW AND ADOPTION OF REGULATIONS OF SUCH USES; AND CONTINUING EXEMPTIONS THERETO AND DECLARING THE URGENCY THEREOF

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

Section 1. Purpose and Findings.

- A. Businesses involved in grinding, sanding, plating, electroplating, welding, deburring, heating, heat treating, straightening, forming, machining, cutting, rolling, pressing, forging, fabricating, polishing, milling, swaging, cooling, conversion coating, anodizing, passivation, and spray coating operations produce air pollutants; and
- B. Hexavalent chromium is one such pollutant that has been identified by the United States Environmental Protection Agency, the United States Department of Labor, and the California Office of Environmental Health Hazard Assessment to be a known human carcinogen when inhaled over an extended amount of time; and
- C. The National Institute of Environmental Health Sciences and the National Toxicology Program state that elevated air pollutant compounds have been shown to cause lung cancer in humans when inhaled; and
- D. Exposure to elevated levels of these pollutants is detrimental to the use and enjoyment of property of persons living near the source of these pollutants; and

- E. Health and Safety Code sections 40400-40540 establish and specify authorities and planning responsibilities of the South Coast District; and
- F. The South Coast Air Quality Management District (SCAQMD) is the responsible agency for both the monitoring and enforcement of ensuring state ambient air quality standards for all of Orange County, and the urban portions of Los Angeles, Riverside and San Bernardino counties; and
- G. On October 27, 2016, October 30, 2016, and November 5, 2016 air quality monitors installed by the SCAQMD found levels of hexavalent chromium in a portion of the industrial area of the City to be 350 times greater than accepted safe levels; and
- H. On December 13, 2016, the City Council adopted Interim Urgency Ordinance No. 1078 which established a moratorium prohibiting the issuance of any permits or approvals for construction, establishment, expansion or operation of any business involved in the manufacturing and/or processing of metals, including, but not limited to the following operations: grinding, sanding, plating, electroplating, welding, deburring, heating, heat treating, straightening, forming, machining, cutting, rolling, pressing, forging, fabricating, polishing, milling, swaging, conversion coating, anodizing, and passivation within the M-1 (Light Manufacturing), M-2 (Heavy Manufacturing), and PD-PS (Planned Development with Performance Standards) zones. The urgency ordinance was adopted in order to immediately protect the health, safety and welfare of residents and businesses from recently discovered high levels of pollutants generated by metal manufacturing and/or processing businesses; and
- I. On January 24, 2017, the City Council adopted Urgency Ordinance No. 1082, which extended the moratorium for six months (through July 25, 2017) and provided for exemptions for the following improvements at existing operational metal businesses:
 - (a) Any improvements which would allow pollution control measures to be implemented by existing operational Metal Businesses as defined herein, if they are required through an Abatement Order by the SCAQMD or other documented AQMD action are permitted; provided, however, that a conditional use permit (CUP) is approved by the City's Planning Commission to authorize such mitigation measures. In an effort to expedite these required mitigation measures, the City will attempt to process CUPs to coincide with the SCAQMD's permitting process.
 - (b) Any improvements by existing Metal Businesses as defined herein and authorized under the City's Municipal Code that do not expand the production capacity/output of such Metal Business. Examples of such authorized could include:

1. Construction of security fencing.
 2. Installation of shade structures over outdoor employee break areas.
 3. Repaving of a facility parking lot.
- (c) Replacement of existing outdated, damaged, or broken equipment within existing Metal Businesses as defined herein (subject to a CUP, as necessary); provided, however, that such equipment replacement or repair does not directly or indirectly increase production capacity/output. Examples of such authorized improvements could include:
1. Replacement of furnaces.
 2. Installation of replacement venting systems.
 3. Installation of a replacement press; and
- J. The SCAQMD has entered into Abatement Orders with a number of currently operated Metal Businesses ("Facilities") in order for these Facilities to comply with air quality control measures mandated by SCAQMD. In order for these Facilities to comply with such Abatement Orders, this extension of the Urgency Ordinance is necessary; and
- K. Government Code Section 65858 allows a moratorium for 22 months and 45 days. In order to protect the public health, safety and welfare, it is necessary for the City Council to extend the Urgency Ordinance for the full period allowed of 22 months and 45 days (through November 24, 2018) in order for the City to continue to work with SCAQMD and to adopt permanent measures; and
- L. The adoption of this Urgency Ordinance is exempt from CEQA as it does not have any significant impact on the environment as it simply continues existing provisions of the Paramount Municipal Code as to restrictions on Metal Businesses.

Section 2. Extension of Urgency Ordinance Imposed.

The above recitals are incorporated herein and are each relied upon independently by the City Council for its adoption of this Urgency Ordinance.

Section 3. Interim Moratorium Imposed.

- A. Definitions. For the purpose of this Urgency Ordinance, certain words and phrases are defined, and certain provisions shall be construed as herein set out, unless it shall be apparent from their content that a different meaning is intended:

- (a) "City" means the City of Paramount
- (b) "Entity or Person" means an individual, association, partnership, joint venture, corporation, or any other type of organization, whether conducted for profit or not for profit, or a director, executive, officer or manager of an association, partnership, joint venture, corporation or other organization.
- (c) "Metal Business" means any business, either new or a proposed expansion of such Metal Business which is intended to be involved in the manufacturing and/or processing of metals, including, but not limited to the following operations: grinding, sanding, plating, electropainting, welding, deburring, heating, heat treating, straightening, forming, machining, cutting, rolling, pressing, forging, fabricating, polishing, milling, swaging, conversion coating, anodizing, and passivation.

Section 4. Scope and Effective Date.

Based on the recitals and the findings set forth hereinabove, this Urgency Ordinance is adopted as an Urgency Ordinance pursuant to Government Code Section 65858. Based on the adverse impacts of the Metal Businesses defined herein under this Urgency Ordinance, a current and immediate threat to the public health, safety and welfare exists. This extension to the Urgency Ordinance is necessary to alleviate and address that threat until permanent regulations can be established. There is no feasible alternative to satisfactorily mitigate or avoid said adverse impacts as well or better, with a less burdensome or restrictive effect, than the extension of the Urgency Ordinance.

Therefore, this extension is adopted as an Urgency Ordinance pursuant to Government Code Section 65858 and shall take effect immediately upon the approval by a four-fifths vote of the City Council of the City of Paramount. This moratorium shall remain in effect for a total of 22 months and 45 days.

For the period commencing on the date of the adoption of this Urgency Ordinance, or until such time as this ordinance may expire subject to any additional extension of this Urgency Ordinance that the City Council may adopt and approve pursuant to Section 65858 of the Government Code, no use permit, variance, building permit, or any other permit or entitlement for use shall be approved of or issued to any entity or person to operate a new or expanded Metal Business within the M-1 (Light Manufacturing), M-2 (Heavy Manufacturing), and PD-PS (Planned Development with Performance Standards) zones in the City of Paramount.

Section 5. Exemptions to Existing Operational Metal Businesses.

- A. Any improvements which would allow pollution control measures to be implemented by existing operational Metal Businesses as defined herein, if they are required through an Abatement Order by the SCAQMD or other documented AQMD action are permitted; provided, however, that a conditional use permit (CUP) is approved by the City's Planning

Commission to authorize such mitigation measures. In an effort to expedite these required mitigation measures, the City will attempt to process CUPs to coincide with the SCAQMD's permitting process.

- B. Any improvements by existing Metal Businesses as defined herein and authorized under the City's Municipal Code that do not expand the production capacity/output of such Metal Business. Examples of such authorized could include:
 - 1. Construction of security fencing.
 - 2. Installation of shade structures over outdoor employee break areas.
 - 3. Repaving of a facility parking lot.
- C. Replacement of existing outdated, damaged, or broken equipment within existing Metal Businesses as defined herein (subject to a CUP, as necessary); provided, however, that such equipment replacement or repair does not directly or indirectly increase production capacity/output. Examples of such authorized improvements could include:
 - 1. Replacement of furnaces.
 - 2. Installation of replacement venting systems.
 - 3. Installation of a replacement press.

Section 6. Violations. Any violation of the provisions of this Urgency Ordinance shall be a misdemeanor subject to a fine of \$1,000 or imprisonment in County jail for six (6) months, or both a fine and imprisonment. A violation of this Urgency Ordinance is also declared to be a public nuisance which may be enjoined by civil action or pursuant to the procedures provided in the Paramount Municipal Code for abatement of nuisances.

Section 7. If any section, subsection, subdivision, sentence, clause, phrase, or portion of this Urgency Ordinance is for any reason held to be invalid or unconstitutional by the decision of any court of competent jurisdiction, such decision shall not affect the validity of the remaining portions of this Urgency Ordinance. The City Council hereby declares that it would have adopted this Urgency Ordinance, and each section, subsection, subdivision, sentence, clause, phrase, or portion thereof, irrespective of the fact that any one or more sections, subsections, subdivisions, sentences, clauses, phrases or portions thereof be declared invalid or unconstitutional.

Section 8. CEQA. This Urgency Ordinance is not subject to the California Environmental Quality Act ("CEQA") pursuant to §§ 15060 (c) (2) (the activity will not result in a direct or reasonable foreseeable indirect physical change in the environment) and 15060 (c) (3) the activity is not a project as defined in § 15378 of the CEQA Guidelines (Title 14, Chapter 3 of the California Code of Regulations) because it has no potential for resulting in physical change to the environment, directly or indirectly.

Section 9. Declaration of Facts Supporting Urgency Ordinance.

The statements of fact set forth in the preamble to this Urgency Ordinance are incorporated by this reference; consequently, the absence of this Urgency Ordinance may pose a public safety threat to health, safety and welfare of the residents within the City of Paramount. Therefore, the City Council finds, determines and declares that the immediate preservation of the public peace, health, safety and welfare necessitates the enactment of this Urgency Ordinance, and accordingly, this Urgency Ordinance shall take effect immediately upon a 4/5ths vote.

Section 10. The City Clerk shall certify the adoption of this Urgency Ordinance and shall cause the same to be posted as required by law.

PASSED AND ADOPTED this 18th day of July, 2017.

Peggy Lemons, Mayor

Attest:

Lana Chikami, City Clerk



South Coast Air Quality Management District

21865 Copley Drive, Diamond Bar, CA 91765-4178
(909) 396-2000 • www.aqmd.gov

January 18, 2017

Mr. John Moreno
City Manager
City of Paramount
16400 Colorado Avenue
Paramount, CA 90723

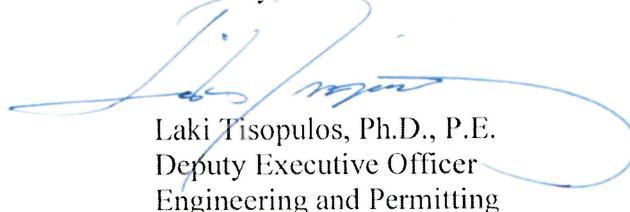
Dear Mr. Moreno:

The South Coast Air Quality Management District (SCAQMD) staff appreciates the opportunity to comment on your 45-Day Moratorium for businesses that manufacture and/or process metals. As you are aware, the SCAQMD staff is working with Anaplex Corporation and Aircraft Heat Treating Co., Inc. under a Stipulated Order for Abatement to address elevated levels of hexavalent chromium. In addition, the SCAQMD is also developing Proposed Rule 1430 to reduce particulate matter and toxic air contaminants from metal grinding and cutting operations at metal forging facilities, of which there are four facilities in your city that are affected: Carlton Forge Works, Weber Metals, Mattco, and Press Forge. To reduce metal particulate emissions, these facilities may need building permits to install or modify enclosures for their operations that capture fugitive metal particulate, and either install new pollution controls or upgrade existing pollution controls to reduce these captured emissions.

The SCAQMD staff would like to request that the Moratorium for businesses affected by SCAQMD rules and regulations or are operating under an Order for Abatement with the SCAQMD is implemented in a manner that would allow such businesses to construct building enclosures, install appropriate air pollution controls, and/or make any necessary changes within their operations to reduce metal particulate emissions. These upgrades will help reduce metal particulate emissions, some of which are also toxic air contaminants, and will help improve public health in the community.

If you have any questions please call me at (909) 396-3123 or Amir Dejbakhsh at (909) 396-2618.

Sincerely,



Laki Tisopulos, Ph.D., P.E.
Deputy Executive Officer
Engineering and Permitting

cc: Wayne Nastri
Jill Whynot
Philip Fine
Susan Nakamura
Amir Dejbakhsh

Cleaning the air that we breathe...

JULY 18, 2017

ORAL REPORT

INTERIM RECORDING OF CITY COUNCIL MEETINGS

APRIL 18, 2017

PROPOSAL FOR PRIVATE PARTY RENTAL OF THE
ORANGE SPLASH PAD

MOTION IN ORDER:

APPROVE THE PROPOSED USE AND FEE STRUCTURE FOR PRIVATE
PARTY RENTAL OF THE ORANGE SPLASH PAD.

APPROVED: _____ DENIED: _____

MOVED BY: _____

SECONDED BY: _____

ROLL CALL VOTE:

AYES: _____

NOES: _____

ABSENT: _____

ABSTAIN: _____



To: Honorable City Council

From: John Moreno

By: David Johnson

Date: July 18, 2017

Subject: Update to Private Party Rental of the Orange Splash Pad

On April 18, 2017, the City Council approved the rental of the Orange Splash Pad to residents for private children's parties on weekends during the summer months of operation. This approved use allows residents to rent the Orange Splash Pad for a 3-hour time block after the public use period has completed. There have been 2 uses of the Orange Splash Pad that have already occurred and 6 more that are currently booked for the summer.

What was not considered at the time the policy was created was the rental of the Orange Splash Pad by local groups that are based in the City of Paramount and provide services to Paramount children. This would include private organizations that provide summer day care/camps for children. While these groups can use the Orange Splash Pad during normal operating hours, if they wish a dedicated use of the Orange Splash Pad for the youth participants in their program, we are currently not structured to provide for these requests. We are requesting that the City Council consider and provide direction as to allowed uses by local organizations that provide programming for local children. These uses would generally occur Monday through Friday and could be accommodated in the hours before the Orange Splash Pad is opened for general public use at 12:30 p.m. We would recommend specifically excluding these groups from weekend use to avoid a reduction in available dates for resident use.

We would recommend that any local organization that provides services to children, but does not charge a fee for their services, be charged for the use under our current rate and use structure for residents (see below).

| Block of Time | Deposit (Refundable) | Hourly Rate per Hour | Insurance | Admin. Staff Fee (1 staff person) | Total (3 hours) |
|---------------|----------------------|----------------------|--------------------------------------|-----------------------------------|-----------------|
| 3 hours | \$500 | \$75 | \$81 (subject to yearly increase) | \$20 per hour | \$366 |

However, if a local organization provides services to children for a fee, we would recommend a slightly different fee structure (see below).

| Block of Time | Deposit (Refundable) | Hourly Rate per Hour | Insurance | Admin. Staff Fee (1 staff person) | Total (3 hours) |
|---------------|----------------------|----------------------|--------------------------------------|-----------------------------------|-----------------|
| 3 hours | \$500 | \$125 | \$81 (subject to yearly increase) | \$20 per hour | \$516 |

Based on the uses of the Orange Splash Pad that have already occurred, we are also recommending that we allow for a half-hour of rental time before and after the 3-hour rental block to accommodate any setup and breakdown the rental parties may require. Usage of the facility by participants would still be constrained to the 3-hour rental block but applicants would have the option of renting an additional hour to allow a half-hour before and after their rental block to setup, decorate, clean up, and exit the facility.

Recommended Action

It is recommended that the City Council approve the proposed updated use and fee structure for private party rental of the Orange Splash Pad.

JULY 18, 2017

AWARD OF CONTRACT FOR CONSTRUCTION SERVICES FOR
COMMERCIAL REHABILITATION – 16230 PARAMOUNT BOULEVARD

MOTION IN ORDER:

AWARD THE CONTRACT FOR COMMERCIAL REHABILITATION
PROGRAM CONSTRUCTION SERVICES TO KSAR CONSTRUCTION, INC.
IN THE TOTAL AMOUNT OF \$149,000 WITH \$119,200 FROM COMMUNITY
DEVELOPMENT BLOCK GRANT (CDBG) FUNDS AND \$29,800 FROM
PROPERTY OWNER FUNDS.

APPROVED: _____

DENIED: _____

MOVED BY: _____

SECONDED BY: _____

ROLL CALL VOTE:

AYES: _____

NOES: _____

ABSENT: _____

ABSTAIN: _____



To: Honorable City Council

From: John Moreno

By: Kevin M. Chun/John King

Date: July 18, 2017

**Subject: Award of Contract for Construction Services for Commercial Rehabilitation
16230 Paramount Boulevard**

Background

This request is for an award of contract for commercial rehabilitation construction services at 16230 Paramount Boulevard. On Wednesday, July 12, 2017, the Community Development Department opened three sealed bids from licensed general contractors for a Commercial Rehabilitation Project at 16230 Paramount Boulevard. Upon examination of the bid documents, KSAR Construction, Inc. submitted the apparent low bid of \$149,000. The other two bids were in the amounts of \$180,500 and \$174,180. Based on the Commercial Rehabilitation Program guidelines adopted by the City Council in 2007, the participant contributes 20% of the overall cost of construction. Following the 80% and 20% funding breakdown, \$119,200 will be funded with CDBG funds and \$29,800 will be from the owner contribution.

The work to be completed includes construction and/or installation of a new parapet, a patio dining area, new storefront doors and windows, exterior paint and stucco, decorative wood siding, aluminum louver panels, a metal entry canopy, stone veneer, lighting, and a parking stall in compliance with the Americans with Disability Act (ADA).

The Commercial Rehabilitation Program is a program funded with Federal Community Development Block Grant (CDBG) funds from the Department of Housing and Urban Development (HUD) for the exterior renovation of commercial properties.

Recommended Action

It is recommended that the City Council award the contract for Commercial Rehabilitation Program construction services to KSAR Construction, Inc. in the total amount of \$149,000 with \$119,200 from Community Development Block Grant (CDBG) funds and \$29,800 from property owner funds.

Bid Evaluation
Commercial Rehabilitation Project (CDBG funds)
16230 Paramount Blvd
July 2017

| | KSAR Construction | Corral Construction | VV&G Construction |
|---|------------------------------|--------------------------------|----------------------------------|
| 1 Demolition | 24,000 | 12,000 | 9,400 |
| 2 Structure Installation | 18,000 | 20,000 | 34,340 |
| 3 Tile Roof and Roof Repair | 7,000 | 8,500 | 19,000 |
| 4 Patio Dining | 16,000 | 12,500 | 15,500 |
| 5 Electrical | 4,000 | 8,000 | 7,950 |
| 6 Storefront Doors and Windows | 12,000 | 25,000 | 11,400 |
| 7 Lath and Plaster | 5,000 | 7,500 | 7,440 |
| 8 Exterior Paint | 10,000 | 4,500 | 9,500 |
| 9 Aluminum Louver Panels | 6,000 | 26,000 | 17,040 |
| 10 Metal Canopy | 6,000 | 18,500 | 7,960 |
| 11 Stone Veneer | 4,000 | 15,000 | 12,400 |
| 12 Exterior Lighting | 3,000 | 7,500 | 6,950 |
| 13 ADA Parking Stall and Striping | 12,000 | 6,500 | 5,200 |
| 14 Address Identifiers | 2,000 | 1,500 | 850 |
| 15 Insurance and Mobilization | 8,000 | 2,500 | 4,950 |
| 16 Building Permits with Associated Fees and City Business License | 12,000 | 5,000 | 4,300 |
| Total bid amount | \$149,000 | \$180,500 | \$174,180 |
| City grant | \$119,200 | \$144,400 | \$139,344 |
| Owner contribution | \$29,800 | \$36,100 | \$34,836 |