

SPECIAL NOTICE

Public Participation Accessibility for April 7, 2020 Paramount City Council meeting:

Pursuant to Paragraph 11 of Executive Order N-25-20, executed by the Governor of California on March 12, 2020, and as a response to mitigating the spread of Coronavirus known as COVID-19, the regular meeting of the City Council scheduled for Tuesday, April 7, 2020 at 6:00 p.m. will allow members of the public to participate and address the City Council during the open session of the meeting via live stream and/or teleconference only. Below are the ways to participate:

View the City Council meeting live stream:

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

Listen to the City Council meeting (audio only):

- Call (503) 300-6827 Conference Code: 986492

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

- E-mail: crequest@paramountcity.com
- Teleconference: (562) 220-2225

In order to effectively accommodate public participation, participants are encouraged to provide their public comments via e-mail before 5:00 p.m. on Tuesday, April 7, 2020. The e-mail must specify the following information: 1) Full Name; 2) City of Residence; 3) Phone Number; 4) Public Comment or Agenda Item No; 5) Subject; 6) Written Comments. Comments related to a specific agenda item must be received before the item is considered and will be provided to the City Council accordingly as they are received.

Participants wishing to address the City Council by teleconference should call City Hall at **(562) 220-2225** and provide the following information: 1) Full Name; 2) City of Residence; 3) Phone Number; 4) Public Comment or Agenda Item No; 5) Subject.

Teleconference participants will be logged in, placed in a queue and called back during the City Council meeting on speaker phone to provide their comments. Persons speaking are limited to a maximum of three minutes unless an extension is granted. Please be mindful that the teleconference will be recorded as any other person is recorded when appearing before the City Council, and all other rules of procedure and decorum will apply when addressing the City Council by teleconference.

AGENDA

Paramount City Council
April 7, 2020



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

City of Paramount

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

Public Comments: See Special Notice. Persons are limited to a maximum of 3 minutes unless an extension of time is granted. No action may be taken on items not on the agenda except as provided by law.

Americans with Disabilities Act: In compliance with the Americans with Disabilities Act, if you need special assistance to participate in this meeting, please contact the City Clerk's office at (562) 220-2027 at least 48 hours prior to the meeting to enable the City to make reasonable arrangements to ensure accessibility to this meeting.

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

Notes

CALL TO ORDER: Mayor Tom Hansen

PLEDGE OF ALLEGIANCE: Mayor Tom Hansen

INVOCATION: Vice Mayor Daryl Hofmeyer

ROLL CALL OF
COUNCILMEMBERS: Councilmember Laurie Guillen
Councilmember Peggy Lemons
Councilmember Brenda Olmos
Vice Mayor Daryl Hofmeyer
Mayor Tom Hansen

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](#) March 17, 2020
2. [APPROVAL](#) Register of Demands
3. [ORDINANCE NO. 1126 \(Adoption\)](#) Amending Sections 10-1, 10-2, 15-1, 27-1 and 32-1 of the Paramount Municipal Code, Adopting by Reference the 2019 California Building Code, Residential Code, Green Building Standards Code, Electrical Code, Mechanical Code, and Plumbing Code with the Los Angeles County Amendments as noted in Title-26 and Appendix I and J, Title-27, Title-28, Title-29, Title-30 and Appendix H, and Title-31 Portions Thereof
4. [ORDINANCE NO. 1127 \(Adoption\)](#) Amending Section 29-6.4 of Chapter 29, Article II of the Paramount Municipal Code Granting Authority to Limit or Prohibit Stopping, Standing or Parking in Designated Tow Away Zones

ELECTION/REORGANIZATION

5. [RESOLUTION NO. 20:007](#) Reciting the Facts of the General Municipal Election Held on March 3, 2020 and Declaring the Results
6. [OATH OF OFFICE](#) Councilmembers Elected March 3, 2020
7. [REORGANIZATION](#) Selection of Mayor and Vice Mayor

CITY COUNCIL PUBLIC COMMENT UPDATES

PUBLIC COMMENTS

NEW BUSINESS

8. [APPROVAL](#) Measure Y Implementation
 - a) [RESOLUTION NO. 20:008](#) Authorizing the City Manager to Execute Agreements with the California Department of Tax and Fee Administration for Implementation of a Local Transactions and Use Tax
 - b) [RESOLUTION NO. 20:009](#) Authorizing Examination of Sales, Use and Transactions Tax Records
 - c) [APPROVAL](#) Agreement for Transactions Tax Audit and Information Services
9. [APPROVAL](#) Rosecrans Avenue Bridge Improvement Project – Approval of an Agreement with IDC Consulting Engineers Inc. to Provide Professional Environmental and Engineering Design Services (City Project No. 9833)
10. [RESOLUTION NO. 20:006](#) Adopting the Renewal of the General Services Agreement with the County of Los Angeles
11. [RESOLUTION NO. 20:010](#) Extending the Proclamation of Emergency by the Director of Emergency Services Due to the Continued Spread of a Severe Acute Respiratory Illness Cause by a Novel (New) Coronavirus (“COVID-19”)
12. REPORT COVID-19 Eviction Moratoriums
 - a) [CONSIDERATION](#) Governor Newsom’s Residential Eviction Stay Until May 31, 2020 – An Explanation
 - b) [CONSIDERATION](#) Direction to City Attorney to Prepare and Bring Back to City Council for Consideration an Ordinance Establishing a Moratorium on Commercial Evictions
13. [RESOLUTION NO. 20:011](#) Recognizing the State of California Governor’s Office of Emergency Services Form 130 for Designation of Authorized Agents for Non-State Agencies

COMMENTS/COMMITTEE REPORTS

- Councilmembers
- Staff

CLOSED SESSION

CONFERENCE WITH LEGAL COUNSEL--ANTICIPATED LITIGATION
Initiation of litigation pursuant to paragraph (4) of subdivision (d) of
Section 54956.9: (One potential case)

ADJOURNMENT

To a meeting on April 21, 2020 at 5:00 p.m.

APRIL 7, 2020

APPROVAL OF MINUTES

PARAMOUNT CITY COUNCIL

MOTION IN ORDER:

APPROVE THE PARAMOUNT CITY COUNCIL MINUTES OF MARCH 17,
2020.

MOTION:

MOVED BY: _____

SECONDED BY: _____

[] APPROVED

[] DENIED

ROLL CALL VOTE:

AYES: _____

NOES: _____

ABSENT: _____

ABSTAIN: _____

**PARAMOUNT CITY COUNCIL
MINUTES OF A REGULAR MEETING
MARCH 17, 2020**

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 Tom Hansen at 5:00 p.m. at City Hall, Council Chambers, 16400 Colorado Avenue, Paramount, California.

PLEDGE OF ALLEGIANCE: Mayor Tom Hansen, led the pledge of allegiance.

INVOCATION: Vice Mayor Daryl Hofmeyer

ROLL CALL OF COUNCILMEMBERS: Present: Councilmember Laurie Guillen
Councilmember Peggy Lemons
Councilmember Brenda Olmos
Vice Mayor Daryl Hofmeyer
Mayor Tom Hansen

STAFF PRESENT: John Moreno, City Manager
John E. Cavanaugh, City Attorney
Andrew Vialpando, Assistant City Manager
Heidi Luce, City Clerk
John Carver, Planning Director
Adriana Figueroa, Public Works Director
David Johnson, Com. Serv. & Recreation Director
Clyde Alexander, Assistant Finance Director
Chris Callard, Public Information Officer
Steve Coumparoules, Management Analyst
Daniel Martinez, Information Technology Analyst I
Margarita Matson, Assistant Public Safety Director

ADDITION OF ITEM TO THE AGENDA

City Manager Moreno requested that the City Council consider adding the following item to the agenda as the first matter of new business:

RESOLUTION NO. 20:005

Ratifying the Proclamation of Emergency by the Director of Emergency Services Due to the Spread of a Severe Acute Respiratory Illness Caused by Coronavirus a Novel (New) Coronavirus ("Covid-19")

It was moved by Vice Mayor Hofmeyer and seconded by Councilmember Olmos to add consideration of Resolution No: 2005 to the agenda. The motion was passed by the following roll call vote:

AYES: Councilmembers Guillen, Olmos;
Vice Mayor Hofmeyer; and
Mayor Hansen
NOES: None
ABSENT: None
ABSTAIN: Lemons

CITY COUNCIL PUBLIC COMMENT UPDATES

CF 10.4 None.

PUBLIC COMMENTS

CF 10.3 The following individuals addressed the City Council and provided public comments via conference call: Mr. Richard Griffin and Mr. Alfredo Banuelos.

CONSENT CALENDAR

1. APPROVAL OF
MINUTES
February 4 and February
18, 2020

It was moved by Vice Mayor Hofmeyer and seconded by Councilmember Guillen to approve the Paramount City Council minutes of February 4, 2020. The motion was passed by the following roll call vote:

AYES: Councilmembers Guillen, Olmos;
Vice Mayor Hofmeyer; and
Mayor Hansen
NOES: None
ABSENT: None
ABSTAIN: Lemons

It was moved by Vice Mayor Hofmeyer and seconded by Councilmember Guillen to approve the Paramount City Council minutes of February 18, 2020. The motion was passed by the following roll call vote:

AYES: Councilmembers Guillen, Lemons,
Olmos; Vice Mayor Hofmeyer; and
Mayor Hansen
NOES: None
ABSENT: None
ABSTAIN: None

2. Register of Demands
CF 47.2
- It was moved by Vice Mayor Hofmeyer and seconded by Councilmember Guillen to approve the Paramount City Council Register of Demands. The motion was passed by the following roll call vote:
- AYES: Councilmembers Guillen, Lemons, Olmos; Vice Mayor Hofmeyer; and Mayor Hansen
NOES: None
ABSENT: None
ABSTAIN: None
3. ORDINANCE NO. 1120
(ADOPTION)
Amending Sections 29-1 and 29-1.1 of the Paramount Municipal Code regarding Incorporation of the County Traffic Code
CF 98.1
- It was moved by Vice Mayor Hofmeyer and seconded by Councilmember Guillen to read by title only, waive further reading, and adopt Ordinance No. 1120, "AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF PARAMOUNT AMENDING SECTIONS 29-1 AND 29-1.1 OF THE PARAMOUNT MUNICIPAL CODE REGARDING INCORPORATION OF THE COUNTY TRAFFIC CODE" The motion was passed by the following roll call vote:
- AYES: Councilmembers Guillen, Lemons, Olmos; Vice Mayor Hofmeyer; and Mayor Hansen
NOES: None
ABSENT: None
ABSTAIN: None
4. ORDINANCE NO. 1121
(ADOPTION)
Amending Sections 24-1 and Section 24-6 of the Paramount Municipal Code regarding Incorporation of the County Health and Safety Code
CF 61.23
- It was moved by Vice Mayor Hofmeyer and seconded by Councilmember Guillen to read by title only, waive further reading, and adopt Ordinance No. 1121, "AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF PARAMOUNT AMENDING SECTIONS 24-1 AND 24-6 OF THE PARAMOUNT MUNICIPAL CODE REGARDING INCORPORATION OF THE COUNTY HEALTH AND SAFETY CODE" The motion was passed by the following roll call vote:
- AYES: Councilmembers Guillen, Lemons, Olmos; Vice Mayor Hofmeyer; and Mayor Hansen
NOES: None
ABSENT: None
ABSTAIN: None

5. ORDINANCE NO. 1123 (ADOPTION)
Approving Zoning Ordinance Text Amendment No. 15, amending Chapter 44, Article I, Section 44-1 (Definitions); and amending Ordinance No. 707, Zone Change No. 145, to allow restaurants and food halls with a conditional use permit in the PD-PS (Planned Development with Performance Standards) zone at 7210- 7340 Alondra Boulevard in the City of Paramount CF 109 ZOTA 15
- It was moved by Vice Mayor Hofmeyer and seconded by Councilmember Guillen to read by title only, waive further reading, and adopt Ordinance No. 1123, "AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF PARAMOUNT, APPROVING ZONING ORDINANCE TEXT AMENDMENT NO. 15, AMENDING CHAPTER 44, ARTICLE I, SECTION 44-1 (DEFINITIONS); AND AMENDING ORDINANCE NO. 707, ZONE CHANGE NO. 145, TO ALLOW RESTAURANTS AND FOOD HALLS WITH A CONDITIONAL USE PERMIT IN THE PD-PS (PLANNED DEVELOPMENT WITH PERFORMANCE STANDARDS) ZONE AT 7210- 7340 ALONDRA BOULEVARD IN THE CITY OF PARAMOUNT" The motion was passed by the following roll call vote:
- AYES: Councilmembers Guillen, Lemons, Olmos; Vice Mayor Hofmeyer; and Mayor Hansen
NOES: None
ABSENT: None
ABSTAIN: None
6. ORDINANCE NO. 1124 (ADOPTION)
Approving Zoning Ordinance Text Amendment No. 16, amending Chapter 44, Article I, Section 44-1 (Definitions); adding Section 44-75.1 (31); and adding Section 44-82 (80) to the Paramount Municipal Code to allow and regulate indoor recreation uses in the M-1 (Light Manufacturing) and M-2 (Heavy Manufacturing) zones CF 109 ZOTA 16
- It was moved by Vice Mayor Hofmeyer and seconded by Councilmember Guillen to read by title only, waive further reading, and adopt Ordinance No. 1124, "AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF PARAMOUNT, APPROVING ZONING ORDINANCE TEXT AMENDMENT NO. 16, AMENDING CHAPTER 44, ARTICLE I, SECTION 44-1 (DEFINITIONS); ADDING SECTION 44-75.1 (31); AND ADDING SECTION 44-82 (80) TO THE PARAMOUNT MUNICIPAL CODE TO ALLOW AND REGULATE INDOOR RECREATION USES IN THE M-1 (LIGHT MANUFACTURING) AND M-2 (HEAVY MANUFACTURING) ZONES" The motion was passed by the following roll call vote:
- AYES: Councilmembers Guillen, Lemons, Olmos; Vice Mayor Hofmeyer; and Mayor Hansen
NOES: None
ABSENT: None
ABSTAIN: None

7. ORDINANCE NO. 1125
(ADOPTION)
Adding Article IX to
Chapter 30 of the
Paramount Municipal
Code Establishing
Citywide Park and
Recreation Regulations
CF 70.2, 74.23
- It was moved by Vice Mayor Hofmeyer and seconded by Councilmember Guillen to read by title only, waive further reading, and adopt Ordinance No. 1125, "AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF PARAMOUNT ADDING ARTICLE IX TO CHAPTER 30 OF THE PARAMOUNT MUNICIPAL CODE ESTABLISHING CITYWIDE PARK AND RECREATION REGULATIONS" The motion was passed by the following roll call vote:

AYES: Councilmembers Guillen, Lemons,
Olmos; Vice Mayor Hofmeyer; and
Mayor Hansen

NOES: None

ABSENT: None

ABSTAIN: None

NEW BUSINESS

8. RESOLUTION NO.
20:005
A Resolution of the City
Council of the City of
Paramount Ratifying the
Proclamation of
Emergency by the
Director of Emergency
Services Due to the
Spread of a Severe
Acute Respiratory Illness
Caused by Coronavirus
a Novel (New)
Coronavirus ("Covid-19")
- City Manager Moreno provided an overview on the City's response to COVID-19.
- City Attorney Cavanaugh gave the report and explained the Resolution.
- Discussion followed regarding temporarily halting the issuance of parking citations for street sweeping violations, the importance of maintaining consistency with the City and County of Los Angeles and considering adopting a moratorium on evictions for those facing financial hardship due to Corona virus.
- It was moved by Vice Mayor Hofmeyer and seconded by Councilmember Olmos to read by title only and adopt Resolution No. 20:005 "A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PARAMOUNT RATIFYING THE PROCLAMATION OF EMERGENCY BY THE DIRECTOR OF EMERGENCY SERVICES DUE TO THE SPREAD OF A SEVERE ACUTE RESPIRATORY ILLNESS CAUSED BY CORONAVIRUS A NOVEL (NEW) CORONAVIRUS ("COVID-19")". The motion was passed by the following roll call vote:

AYES: Councilmembers Guillen, Lemons,
Olmos; Vice Mayor Hofmeyer; and
Mayor Hansen

NOES: None

ABSENT: None

ABSTAIN: None

9. ORAL REPORT
KIX Small-sided Soccer
Complex Proposal
CF 74

Director of Community Services & Recreation Johnson gave the report and presented a PowerPoint presentation.

Discussion followed regarding the proposal and the importance of engaging the community to receive input before the project moves forward.

It was moved by Councilmember Lemons and seconded by Vice Mayor Hofmeyer to direct staff to proceed with discussions for moving this proposal forward with engagement and input from the community. The motion was passed by the following roll call vote:

AYES: Councilmembers Guillen, Lemons,
Olmos; Vice Mayor Hofmeyer; and
Mayor Hansen

NOES: None

ABSENT: None

ABSTAIN: None

10. PUBLIC HEARING
ORDINANCE NO. 1126
(INTRODUCTION)
Amending Sections 10-1,
10-2, 15-1, 27-1 and 32-
1 of the Paramount
Municipal Code,
Adopting by Reference
the 2019 California
Building Code,
Residential Code, Green
Building Standards
Code, Electrical Code,
Mechanical Code, and
Plumbing Code with the
Los Angeles County
Amendments as noted in
Title-26 and Appendix I

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

Mayor Hansen opened the public hearing.

Mayor Hansen asked if there was anyone in the audience wishing to testify. There being no one in the wishing to testify via teleconference or e-mail message, it was moved by Councilmember Olmos and seconded by Vice Mayor Hofmeyer to close the public hearing.

AYES: Councilmembers Guillen, Lemons,
Olmos; Vice Mayor Hofmeyer; and
Mayor Hansen

NOES: None

ABSENT: None

ABSTAIN: None

and J, Title-27, Title-28,
Title-29, Title-30 and
Appendix H, and Title-31
Portions Thereof
CF 29

It was moved by Vice Mayor Hofmeyer and seconded by Councilmember Guillen to read by title only, waive further reading, introduce Ordinance No. 1126, "AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF PARAMOUNT, CALIFORNIA, AMENDING SECTIONS 10-1, 10-2, 15-1, 27-1 AND 32-1 OF THE PARAMOUNT MUNICIPAL CODE, ADOPTING BY REFERENCE THE 2019 CALIFORNIA BUILDING CODE, RESIDENTIAL CODE, GREEN BUILDING STANDARDS CODE, ELECTRICAL CODE, MECHANICAL CODE, AND PLUMBING CODE WITH LOS ANGELES COUNTY AMENDMENTS AS NOTED IN TITLE26 AND APPENDIX I AND J, TITLE-27, TITLE-28, TITLE-29, TITLE-30 AND APPENDIX H, AND TITLE-31 PORTIONS THEREOF," and place it on the next regular agenda for adoption. The motion was passed by the following roll call vote:

AYES: Councilmembers Guillen, Lemons,
Olmos; Vice Mayor Hofmeyer; and
Mayor Hansen
NOES: None
ABSENT: None
ABSTAIN: None

11. ORDINANCE NO. 1127
(INTRODUCTION)
Amending Section 29-
6.4 of Chapter 29, Article
II of the Paramount
Municipal Code Granting
Authority to Limit or
Prohibit Stopping,
Standing or Parking in
Designated Tow Away
Zones
CF 70.2, 73

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

It was moved by Councilmember Guillen and seconded by Vice Mayor Hofmeyer to read by title only, waive further reading, introduce Ordinance No. 1127, "AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF PARAMOUNT AMENDING SECTION 29-6.4 OF CHAPTER 29, ARTICLE II OF THE PARAMOUNT MUNICIPAL CODE GRANTING AUTHORITY TO LIMIT OR PROHIBIT STOPPING, STANDING OR PARKING IN DESIGNATED TOW AWAY ZONES," and place it on the next regular agenda for adoption. The motion was passed by the following roll call vote:

AYES: Councilmembers Guillen, Lemons,
Olmos; Vice Mayor Hofmeyer; and
Mayor Hansen

NOES: None

ABSENT: None

ABSTAIN: None

12. APPROVAL
West Santa Ana Branch
Bikeway Phase 2
(Rosecrans Avenue to
Somerset Boulevard) –
Approval of a
Professional Services
Agreement with Psomas
to Provide Professional
Environmental and
Engineering Design
Services (City Project
No. 9932)
CF 43: ____

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

In response to Councilmember Guillen, Public Works Director Figueroa explained the process used to select Psomas which included: submission of qualifications and interviews to determine which firm would best serve the needs of the City, then opening the sealed proposals.

It was moved by Councilmember Olmos and seconded by Vice Mayor Hofmeyer to award the contract for professional environmental and engineering design services for the West Santa Ana Branch Bikeway Phase 2 project to PSOMAS, Los Angeles, California, in the amount of \$685,866, and authorize the Mayor or designee to execute the agreement. The motion was passed by the following roll call vote:

AYES: Councilmembers Guillen, Lemons,
Olmos; Vice Mayor Hofmeyer; and
Mayor Hansen

NOES: None

ABSENT: None

ABSTAIN: None

13. APPROVAL
Proposed Program
Partner Agreement for
Youth Sports Leagues
CF 74.24

Community Services and Recreation Director Johnson gave the report and presented a PowerPoint presentation.

Discussion followed regarding the proposed agreement and the following items were suggested for further review and consideration: set specific timelines related to submission of rosters; review and modify the termination clause; seek input from the various sports leagues; provide more detailed framework for the criteria related to the scholarship component of the program.

It was moved by Vice Mayor Hofmeyer and seconded by Councilmember Olmos to amend the proposed partner agreement as discussed and bring the item back for further consideration at the April Study Session.

AYES: Councilmembers Guillen, Lemons, Olmos; Vice Mayor Hofmeyer; and Mayor Hansen

NOES: None

ABSENT: None

ABSTAIN: None

14. RESOLUTION NO.
20:004
A Resolution of the City Council of the City of Paramount Approving Proposed Permitting Requirements for Use of Park Snack Shacks
CF 74.25

Community Services and Recreation Director Johnson gave the report and presented a PowerPoint presentation.

It was moved by Vice Mayor Hofmeyer and seconded by Councilmember Guillen to read by title only and adopt Resolution No. 20:004, "A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PARAMOUNT, REQUIRING LOS ANGELES COUNTY DEPARTMENT OF PUBLIC HEALTH PERMITS FOR OPERATION OF CITY PARK SNACK SHACKS." The motion was passed by the following roll call vote:

AYES: Councilmembers Guillen, Lemons, Olmos; Vice Mayor Hofmeyer; and Mayor Hansen

NOES: None

ABSENT: None

ABSTAIN: None

15. ORAL REPORT
Building and Safety
Online Inspection
Requests
CF 29

Planning Director Carver presented a PowerPoint presentation providing an overview of the online process for Building and Safety inspection requests.

16. RECEIVE AND FILE
General Plan Annual
Report – Calendar Year
2019
CF 102

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

It was moved by Vice Mayor Hofmeyer and seconded by Councilmember Olmos to receive and file the calendar year 2019 General Plan Annual Report and direct the City Clerk to file said report with the

Governor's Office of Planning and Research and the California Department of Housing and Community Development (HCD). The motion was passed by the following roll call vote:

AYES: Councilmembers Guillen, Lemons,
Olmos; Vice Mayor Hofmeyer; and
Mayor Hansen

NOES: None

ABSENT: None

ABSTAIN: None

17. RESOLUTION NO.
20:003
Approving the
Modification of Fees and
Charges for Pick-up and
Hauling of Refuse Within
the City of Paramount
CF 43.23

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

It was moved by Vice Mayor Hofmeyer and seconded by Councilmember Olmos to read by title only and adopt Resolution No. 20:003; "A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PARAMOUNT APPROVING THE MODIFICATION OF FEES AND CHARGES FOR PICK-UP AND HAULING OF REFUSE WITHIN THE CITY OF PARAMOUNT." The motion was passed by the following roll call vote:

AYES: Councilmembers Guillen, Lemons,
Olmos; Vice Mayor Hofmeyer; and
Mayor Hansen

NOES: None

ABSENT: None

ABSTAIN: None

COMMENTS/COMMITTEE REPORTS

Councilmembers

Councilmember Guillen commented that as we enter these uncharted waters, now is the time to work together and watch out for each other. She suggested that tonight's meeting be adjourned in memory of former Councilmember Elvira Amaro.

Councilmember Olmos thanked Northgate and Stater Bros. markets for offering special hours for senior residents and reminded residents to continue support local restaurants.

Vice Mayor Hofmeyer commented that it has been a pleasure to serve the community for the past 23 years and thanked staff for taking good care of the City.

Mayor Hansen commented that it has been his honor to serve the community for over 25 years and expressed appreciation to the current and former City Councilmembers for what they have done to make Paramount the community it is. He thanked all of the City employees, past and present, for all they do.

Staff

City Manager Moreno clarified that the process used to award the contract for the West Santa Ana Branch Bikeway Phase 2 (Rosecrans Avenue to Somerset Boulevard) was the process required by Caltrans.

City Manager Moreno assured the City Council and public that staff will do everything they can to help the City through the Corona Virus crisis.

City Manager Moreno thanked Mayor Hansen and Vice Mayor Hofmeyer for their leadership.

CLOSED SESSION

Mayor Hansen recessed the meeting at 7:20 p.m. to discuss the following matter in closed session:

CONFERENCE WITH LEGAL COUNSEL-- ANTICIPATED LITIGATION

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

The meeting reconvened in open session at 8:10 p.m.

City Attorney Cavanaugh reported that the City Council conducted a duly authorized closed session and the City Council voted to join in on initiation of litigation against Central Basin Municipal Water District with respect to civil matters, with the caveat that the City will be able to withdraw as a party in interest if there are additional costs. The vote was four yes votes and one abstention.

ADJOURNMENT

There being no further business to come before the City Council, Mayor Hansen adjourned the meeting at 8:22 p.m. to a meeting on April 7, 2019 at 6:00 p.m. At Councilmember Guillen's suggestion, the meeting was adjourned in memory of former Councilmember Elvira Amaro

Tom Hansen, Mayor

ATTEST:

Heidi Luce, City Clerk

APRIL 7, 2020

REGISTER OF DEMANDS

PARAMOUNT CITY COUNCIL

MOTION IN ORDER:

APPROVE THE PARAMOUNT CITY COUNCIL REGISTER OF DEMANDS.

MOTION:

MOVED BY: _____

SECONDED BY: _____

[] APPROVED

[] DENIED

ROLL CALL VOTE:

AYES: _____

NOES: _____

ABSENT: _____

ABSTAIN: _____

**CITY OF PARAMOUNT
FINAL CHECK REGISTER
March 31, 2020
Printed Checks**

Check Number	Vendor Name	Amount	Description
315140	A & G FENCE AND SUPPLY SALES	2,496.35	PW - FENCE REPAIR (PARAMOUNT PARK)
	Vendor Total	2,496.35	
315141	A Y NURSERY, INC.	570.94	PW - LANDSCAPE MNTC SUPPLIES
	Vendor Total	570.94	
315142	A-1 STEEL FENCE CO., INC.	1,590.00	PW - FENCE REPAIR (DILLS PARK)
	Vendor Total	1,590.00	
315143	ADVANCED AQUATIC TECHNOLOGY	975.00	PW - CIVIC CENTER FOUNTAIN MNTC (3/20)
	Vendor Total	975.00	
315144	ADVANCED CHEMICAL TRANSPORT,	6,651.07	PW - HAZARDOUS WASTE DISPOSAL SVCS
	Vendor Total	6,651.07	
315145	AIRGAS	84.37	PW - WATER OPER MNTC SUPPLIES
	Vendor Total	84.37	
315146	ALIN PARTY SUPPLY CO.	88.42	CP - ECO-FRIENDLY EVENT
		72.31	CSR - RECREATION SUPPLIES
		46.81	CSR - STAR SUPPLIES
	Vendor Total	207.54	
315147	AMERICAN CITY PEST CONTROL, INC	250.00	PW - BEE REMOVAL SVCS (SALUD PARK)
	Vendor Total	250.00	
315148	ARAMARK UNIFORM SERVICES, INC.	226.69	CSR - LAUNDRY SVCS (3/4)
		119.28	CSR - LAUNDRY SVCS (2/19)
	Vendor Total	345.97	
315149	ARTESIA FERTILIZER	385.00	PW - LANDSCAPE MNTC SUPPLIES
	Vendor Total	385.00	
315150	AUTOMATED GATE SERVICES, INC	972.50	PW - GATE REPAIR (STATION)
	Vendor Total	972.50	
315151	BRIGHTVIEW LANDSCAPE	3,432.92	PW - LANDSCAPE MNTC SVCS
		3,432.92	PW - LANDSCAPE MNTC SVCS
		3,432.92	PW - LANDSCAPE MNTC SVCS
		1,536.00	PW - NUISANCE ABATEMENT (13449 WIEMER)
		1,238.60	PW - LANDSCAPE MNTC SVCS
	Vendor Total	13,073.36	
315152	CITY OF SANTA FE SPRINGS	21,037.81	PW - TRAFFIC SIGNAL MNTC (10/19)
		19,252.62	PW - TRAFFIC SIGNAL MNTC (12/19)
		11,743.19	PW - TRAFFIC SIGNAL MNTC (11/19)
	Vendor Total	52,033.62	
315153	CLEANSTREET	16,716.25	PW - STREET SWEEPING (2/20)
	Vendor Total	16,716.25	
315154	CONTINENTAL INTERPRETING	179.77	PL - DOCUMENT TRANSLATION SVCS (3/10)
	Vendor Total	179.77	
315155	DION AND SONS, INC	2,055.19	PW - WATER OPER MNTC SUPPLIES
	Vendor Total	2,055.19	
315156	DURAN	29.61	WTR DEP REF - 6513 SAN MATEO
	Vendor Total	29.61	
315157	ECOLAB, INC.	323.43	PW - FACILITY MNTC SUPPLIES
	Vendor Total	323.43	
315158	FERGUSON ENTERPRISES, INC	50.68	PW - FACILITY MNTC SUPPLIES
	Vendor Total	50.68	

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Check Number	Vendor Name	Amount	Description
315159	FIRST VEHICLE SERVICES	27,044.58	PW - VEHICLE MNTC SVCS (3/20)
		946.42	PW - VEHICLE NON-CONTRACT MNTC (2/20)
	Vendor Tota	27,991.00	
315160	GOLDEN TOUCH CLEANING, INC	11,882.05	PW - JANITORIAL SVCS (2/20)
	Vendor Tota	11,882.05	
315161	GRAINGER	383.73	PW - WATER OPER MNTC SUPPLIES
		192.51	PW - FACILITY MNTC SUPPLIES
		136.79	PW - WATER OPER MNTC SUPPLIES
		-192.51	PW - FACILITY MNTC SUPPLIES (CREDIT)
	Vendor Tota	520.52	
315162	HAGEN PLUMBING, INC	332.50	PW - FACILITY MNTC SVCS
		332.50	PW - FACILITY MNTC SVCS
		234.00	PW - FACILITY MNTC SVCS
	Vendor Tota	899.00	
315163	HD SUPPLY WHITE CAP CONST	174.62	PW - GENERAL SMALL TOOLS
		153.48	PW - STREET MNTC SUPPLIES
	Vendor Tota	328.10	
315164	HI-WAY SAFETY INC	485.09	PW - STREET MNTC SUPPLIES
	Vendor Tota	485.09	
315165	HOUSTON ENGINEERING, INC	2,100.00	PW - MS4 FRONT MNTC (2/20 - 1/21)
	Vendor Tota	2,100.00	
315166	J & B MATERIALS	63.49	PW - FACILITY MNTC SUPPLIES
	Vendor Tota	63.49	
315167	JANKOVICH COMPANY	139.34	PL - FLEET FUEL (2/22 - 2/29)
		136.80	PL - FLEET FUEL (3/8 - 3/14)
		66.18	PL - FLEET FUEL (2/15 - 2/21)
		25.12	CSR - FLEET FUEL (3/1 - 3/7)
	Vendor Tota	367.44	
315168	JMG SECURITY SYSTEMS, INC	6,078.60	GEN - CITY HALL SECURITY (4/20 - 6/20)
		2,006.01	GEN - STATION SECURITY (4/20 - 6/20)
		2,834.76	GEN - WATER WELL SECURITY (4/20 - 6/20)
		289.80	GEN - SECURITY SYSTEM MNTC (4/20-6/20)
	Vendor Tota	11,209.17	
315169	KLM, INC.	7,680.02	PW - POOL HEATER MNTC (PMT POOL)
		4,306.35	PW - A/C SYSTEM SVCS (RAYPAK BOILER)
		2,451.15	PW - A/C SYSTEM SVCS (CITY HALL)
		765.00	PW - POOL HEATER MNTC (PMT POOL)
		267.60	PW - A/C SYSTEM SVCS (CITY HALL)
		168.00	PW - A/C SYSTEM SVCS (WELL #14)
	Vendor Tota	15,638.12	
315170	L A COUNTY SHERIFF	451,509.88	PS - GENERAL LAW ENFORCEMENT (1/20)
		128,269.77	PS - SPECIAL ASSIGNMENT OFFICER(1/20)
		20,631.67	PS - SERGEANT SERVICES (1/20)
		421.26	PS - VEHICLE MDC (1/20)
	Vendor Tota	600,832.58	
315171	LA OPINION	1,300.00	CM - ELECTION ADVERTISEMENT (2/13)
	Vendor Tota	1,300.00	
315172	LINCOLN AQUATICS	469.84	PW - FACILITY MNTC SUPPLIES
		271.01	PW - FACILITY MNTC SUPPLIES
		20.00	PW - FACILITY MNTC SUPPLIES
	Vendor Tota	760.85	

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315173	LINDSAY LUMBER CO., INC	10.93	CSR - FACILITY MNTC SUPPLIES
	Vendor Tota	10.93	
315174	M K SPORTS	16.80	WTR DEP REF - 15954 DOWNEY
	Vendor Tota	16.80	
315175	MATT CHLOR INC	518.08	PW - WATER OPER MNTC SUPPLIES
	Vendor Tota	518.08	
315176	NATIONAL READY MIXED CONCRETE	1,164.53	PW - STREET MNTC SUPPLIES
	Vendor Tota	1,164.53	
315177	OFFICE DEPOT, INC.	218.99	CSR - STAR SUPPLIES
		175.16	CSR - STAR SUPPLIES
		81.71	CSR - STAR SUPPLIES
		57.43	CSR - STAR SUPPLIES
		41.50	CSR - STAR SUPPLIES
		35.06	CSR - STAR SUPPLIES
		32.40	CSR - STAR SUPPLIES
		15.32	CSR - STAR SUPPLIES
		11.27	CSR - STAR SUPPLIES
		9.84	CSR - STAR SUPPLIES
	Vendor Tota	678.68	
315178	OFFICE SOLUTIONS	2,807.14	GEN - PAPER STOCK
		114.21	GEN - PAPER STOCK
		31.67	PL - OFFICE SUPPLIES
	Vendor Tota	2,953.02	
315179	PACIFIC GYPSUM SUPPLY INC	43.81	WTR DEP REF - 7743 MADISON
	Vendor Tota	43.81	
315180	PACIFIC OFFICE PRODUCTS	1,004.77	PL - DESKS (JK)
		300.03	PL - GUEST CHAIRS (2)
		159.76	PL - ROUND TABLE
	Vendor Tota	1,464.56	
315181	PARAMOUNT CONSTRUCTION	47.07	WTR DEP REF - 16202 ORANGE
	Vendor Tota	47.07	
315182	PARAMOUNT JOURNAL	495.00	CM - ELECTION NOTICE (2/13)
		371.80	PL - PUBLISHED NOTICE (2/27)
		319.00	PL - PUBLISHED NOTICE (2/27)
		308.00	PL - PUBLISHED NOTICE (2/27)
		299.20	CM - PUBLISHED NOTICE (2/27)
		272.80	PL - PUBLISHED NOTICE (2/27)
		139.26	CM - PUBLISHED NOTICE (2/13)
		132.00	CM - PUBLISHED NOTICE (3/5)
		129.58	CM - PUBLISHED NOTICE (2/13)
		126.50	CM - PUBLISHED NOTICE (3/5)
		110.00	CM - PUBLISHED NOTICE (3/5)
		104.50	CM - PUBLISHED NOTICE (3/5)
		104.50	CM - PUBLISHED NOTICE (3/5)
		104.50	CM - PUBLISHED NOTICE (3/5)
		97.90	CM - PUBLISHED NOTICE (3/5)
	Vendor Tota	3,114.54	
315183	PARKINS & ASSOCIATES	1,250.00	PW - PARK MNTC CONSULTANT (2/20)
	Vendor Tota	1,250.00	
315184	POOL & ELECTRICAL PRODUCTS, INC	160.82	PW - FACILITY MNTC SUPPLIES
	Vendor Tota	160.82	

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Check Number	Vendor Name	Amount	Description
315185	PRINTTIO	558.45	PW - FACILITY MNTC SUPPLIES
	Vendor Tota	558.45	
315186	Q DOXS	595.68	CSR - COPIER USAGE (2/20)
		.00	CSR - COPIER (2/20)
		71.18	PL - COPIER USAGE (2/20)
		21.75	PL - COPIER USAGE OVERAGE (1/20)
		71.18	PL - COPIER USAGE (3/20)
		6.46	PL - COPIER USAGE OVERAGE (2/20)
	Vendor Tota	766.25	
315187	RAYVERN LIGHTING SUPPLY CO INC	857.92	PW - FACILITY MNTC SUPPLIES
		741.58	PW - FACILITY MNTC SUPPLIES
	Vendor Tota	1,599.50	
315188	RCI IMAGE SYSTEMS	1,369.92	PL - DOCUMENT IMAGING SVCS
	Vendor Tota	1,369.92	
315189	RETAIL MARKETING SERVICES	2,160.00	PW - CART SERVICES (1/20)
	Vendor Tota	2,160.00	
315190	RIO VERDE NURSERY	52.56	PW - LANDSCAPE MNTC SUPPLIES
	Vendor Tota	52.56	
315191	ROBERT SKEELS & CO.	85.10	PW - FACILITY MNTC SUPPLIES
		77.87	PW - FACILITY MNTC SUPPLIES
		47.96	PW - FACILITY MNTC SUPPLIES
		46.88	PW - FACILITY MNTC SUPPLIES
	Vendor Tota	257.81	
315192	ROYAL PAPER CORPORATION	1,714.77	PW - LANDSCAPE MNTC SUPPLIES
		1,021.27	PW - HOUSEHOLD SUPPLIES
		406.69	PW - HOUSEHOLD SUPPLIES
		73.06	PW - HOUSEHOLD SUPPLIES
	Vendor Tota	3,215.79	

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315193	RPW SERVICES, INC.	1,760.00	PW - WEED CONTROL SVCS (ALLEYS)
		1,540.00	PW - WEED CONTROL SVCS (SIDEWALKS)
		190.00	PW - PEST CONTROL SVCS (COMM CTR PARKS)
		190.00	PW - PEST CONTROL SVCS (COMM CTR PARKS)
		190.00	PW - PEST CONTROL SVCS (COM CTR)
		120.00	PW - PEST CONTROL SVCS (SIDEWALKS)
		120.00	PW - PEST CONTROL SVCS (SIDEWALKS)
		95.00	PW - PEST CONTROL SVCS (STATION)
		95.00	PW - PEST CONTROL SVCS (POND)
		95.00	PW - PEST CONTROL SVCS (COM CTR)
		95.00	PW - PEST CONTROL SVCS (STATION)
		95.00	PW - PEST CONTROL SVCS (POND)
		90.00	PW - PEST CONTROL SVCS (CIVIC CENTER)
		90.00	PW - PEST CONTROL SVCS (CIVIC CENTER)
		88.00	PW - PEST CONTROL SVCS (GYMNASIUM)
		88.00	PW - PEST CONTROL SVCS (PARAMOUNT PARK)
		88.00	PW - PEST CONTROL SVCS (PROGRESS PARK)
		88.00	PW - PEST CONTROL SVCS (RALPH DILLS PAR
		88.00	PW - PEST CONTROL SVCS (SALUD PARK)
		88.00	PW - PEST CONTROL SVCS (SPANE PARK)
		88.00	PW - PEST CONTROL SVCS (GYM)
		88.00	PW - PEST CONTROL SVCS (PARAMOUNT PARK)
		88.00	PW - PEST CONTROL SVCS (PROGRESS PARK)
		88.00	PW - PEST CONTROL SVCS (DILLS PARK)
		88.00	PW - PEST CONTROL SVCS (SALUD PARK)
		88.00	PW - PEST CONTROL SVCS (SPANE PARK)
		80.00	PW - PEST CONTROL SVCS (ALL AMERICAN PA
		80.00	PW - PEST CONTROL SVCS (CITY YARD)
		80.00	PW - PEST CONTROL SVCS (ALL AMERICAN PA
		80.00	PW - PEST CONTROL SVCS (CITY YARD)
		70.00	PW - PEST CONTROL SVCS (CITY HALL)
		70.00	PW - PEST CONTROL SVCS (CITY HALL)
		65.00	PW - PEST CONTROL SVCS (FIREHOUSE)
		65.00	PW - PEST CONTROL SVCS (FIREHOUSE)
		45.00	PW - PEST CONTROL SVCS (SNACK SHACK)
		45.00	PW - PEST CONTROL SVCS (SNACK SHACK)
	Vendor Tota	6,501.00	
315194	S & J SUPPLY CO.	2,476.20	PW - WATER OPER MNTC SUPPLIES
		1,821.75	PW - WATER OPER MNTC SUPPLIES
		502.13	PW - WATER OPER MNTC SUPPLIES
	Vendor Tota	4,800.08	
315195	S & S WORLDWIDE	865.66	CSR - STAR SUPPLIES
	Vendor Tota	865.66	
315196	SANTA FE SECONDS	60.29	WTR DEP REF - 7301 QUIMBY
	Vendor Tota	60.29	
315197	SILICON CONSTELLATIONS, INC	5,541.60	PW - CROSSWALK REPAIRS
	Vendor Tota	5,541.60	
315198	SMART & FINAL IRIS CO	309.95	GEN - KITCHEN SUPPLIES
		21.95	GEN - KITCHEN SUPPLIES
	Vendor Tota	331.90	
315199	SO CALIF SECURITY CENTERS, INC	422.14	PW - FACILITY MNTC SVCS
	Vendor Tota	422.14	
315200	STEAMX - SIGNAL HILL	2,362.19	PW - GRAFFITI REMOVAL SUPPLIES
		248.92	PW - GRAFFITI REMOVAL SUPPLIES
	Vendor Tota	2,611.11	

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Check Number	Vendor Name	Amount	Description
315201	STEPHEN DORECK	4,365.00	PW - BACKFLOW INSTALL (ALONDRA/GUNDRY)
		1,800.00	PW - WATER OPER MNTC SVCS
	Vendor Tota	6,165.00	
315202	STUDIO ONE ELEVEN	704.95	CIP - BUS SHELTER DESIGN
	Vendor Tota	704.95	
315203	SUPERCO SPECIALTY PRODUCTS	1,730.42	PW - GRAFFITI REMOVAL SUPPLIES
	Vendor Tota	1,730.42	
315204	TACTICAL DIGITAL CORP	8.24	GEN - EMAIL TO FAX SVCS (2/20)
	Vendor Tota	8.24	
315205	TARGET SPECIALTY PRODUCTS INC	661.65	PW - LANDSCAPE MNTC SUPPLIES
	Vendor Tota	661.65	
315206	UNDERGROUND SERVICE ALERT	155.20	PW - WATER OPER MNTC SVCS (2/20)
		47.56	PW - WATER OPER MNTC SVCS (2/20)
	Vendor Tota	202.76	
315207	USA BLUEBOOK	332.87	PW - WATER OPER MNTC SUPPLIES
	Vendor Tota	332.87	
315208	WALTERS WHOLESALE	2,051.34	PW - FACILITY MNTC SUPPLIES
		335.10	PW - FACILITY MNTC SUPPLIES
		76.31	PW - FACILITY MNTC SUPPLIES
	Vendor Tota	2,462.75	
315209	WECK LABORATORIES, INC.	3,190.00	PW - WATER CHEMICAL TESTING
	Vendor Tota	3,190.00	
315210	WILLDAN ASSOCIATES, INC	72,776.00	CIP - NEIGHBORHOOD ST RESURFACE (1/20)
		22,800.00	CIP - ARTERIAL STREET RESURFACE (1/20)
		18,792.25	PW - GENERAL ENG SVCS (1/20)
		4,019.40	PW - PAVEMENT MGMT SYSTEM (1/20)
		628.00	CIP - WASB BIKEWAY PHASE 2 (1/20)
	Vendor Tota	119,015.65	
315211	ZUMAR INDUSTRIES, INC.	2,119.05	PW - STREET MNTC SUPPLIES
	Vendor Tota	2,119.05	

A total of 72 checks were issued for \$952,498.30

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Check Number	Vendor Name	Amount	Description
314992	4 IMPRINT	630.18	CSR - STAR SUPPLIES
		481.26	CSR - STAR SUPPLIES
	Vendor Tota	1,111.44	
314959	ADVANCE ELEVATOR, INC	300.00	PW - ELEVATOR MNTC (3/20)
	Vendor Tota	300.00	
315016	AFFORDABLE BUILT CONSTRUCTION	18,927.00	PL - RES REHAB (15354 PERILLA)
315051		19,431.00	PL - RES REHAB (7403 WALNUT)
	Vendor Tota	38,358.00	
315032	AFLAC	2,068.44	AFLAC INSURANCE PAYABLE (1/20)
		1,916.04	AFLAC INSURANCE PAYABLE (2/20)
	Vendor Tota	3,984.48	
315112	ALCARAZ, MANUEL	50.00	FACILITY DEPOSIT REFUND (ALCARAZ, 6276)
		10.00	FACILITY RENTAL REFUND (ALCARAZ)
	Vendor Tota	60.00	
315022	ALCARAZ, PAMELA	50.00	FACILITY DEPOSIT REFUND (ALCARAZ, 6288)
	Vendor Tota	50.00	
315052	ALIN PARTY SUPPLY CO.	47.54	CSR - RECREATION SUPPLIES
		22.09	CP - TREE LIGHTING EVENT
	Vendor Tota	69.63	
315033	ALL CITY MANAGEMENT SERVICES	11,121.98	PS - CROSSING GUARD SVCS (2/9 - 2/22)
	Vendor Tota	11,121.98	
315053	ALS GROUP USA, CORP	225.50	PW - WATER CHEMICAL TESTING
		139.50	PW - WATER CHEMICAL TESTING
		135.00	PW - WATER CHEMICAL TESTING
		135.00	PW - WATER CHEMICAL TESTING
		126.00	PW - WATER CHEMICAL TESTING
		72.00	PW - WATER CHEMICAL TESTING
		72.00	PW - WATER CHEMICAL TESTING
		72.00	PW - WATER CHEMICAL TESTING
	Vendor Tota	977.00	
314965	AT & T	62.75	GEN - SPLASH PAD INTERNET (2/20)
315006		96.30	GEN - COM CTR INTERNET (3/20)
315100		32.10	GEN - PARAMOUNT POOL INTERNET (3/20)
	Vendor Tota	191.15	
314966	AT&T MOBILITY	2,059.31	CSR - STAR CELLULAR SERVICE (2/20)
		33.21	CSR - CELLULAR SERVICE (2/20)
314977		65.76	PW - CELLULAR SERVICE (2/20)
315113		56.05	FIN - CELLULAR SERVICE (3/20)
	Vendor Tota	2,214.33	
315101	BARRACUDA NETWORKS, INC	1,150.32	GEN - WEB SECURITY (YARD & STATION)
	Vendor Tota	1,150.32	
314978	BEIGHTON, DAVE	1,750.00	PS - DETECTIVE SPECIALIST (2/15 - 2/28)
315054		1,850.00	PS - DETECTIVE SPECIALIST (2/29 - 3/13)
	Vendor Tota	3,600.00	
315055	BIOMETRICS4ALL, INC	960.00	PS - LIVESCAN MAINTENANCE (5/20 - 4/21)
	Vendor Tota	960.00	
315114	BLANCO, LUCY	50.00	FACILITY DEPOSIT REFUND (BLANCO, 6261)
		10.00	FACILITY RENTAL REFUND (BLANCO)
	Vendor Tota	60.00	

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314979	BLUESPACE INTERIORS	4,913.30	CSR - STAR FURNITURE (8)
315056		323.67	CSR - STAR OFFICE CHAIR (1)
	Vendor Tota	5,236.97	
315007	BRIGHTVIEW LANDSCAPE	1,440.00	PW - WEED ABATEMENT (PROGRESS PARK)
315034		21,532.44	PW - LANDSCAPE MNTC SVCS (3/20)
		150.00	PW - LANDSCAPE MNTC (SOMERSET) - 3/20
		300.00	PW - LANDSCAPE MNTC (STATION) - 3/20
		2,000.00	PW - LANDSCAPE MNTC (DOWNTOWN) - 3/20
		7,637.00	PW - MEDIAN MNTC SVCS (3/20)
		1,667.50	PW - DILLS PARK MNTC SVCS (3/20)
		3,248.45	PW - PARAMOUNT PARK MNTC SVCS (3/20)
315115		1,621.32	PW - LANDSCAPE MNTC SVCS
	Vendor Tota	39,596.71	
314967	BUILDER BOY INC	1,500.00	CIP - NEIGHBORHOOD IMP (PAVERS)
		1,400.00	PW - FACILITY MNTC SVCS
	Vendor Tota	2,900.00	
315035	C J CONCRETE CONSTRUCTION,	60,614.00	PW - SIDEWALK CONCRETE MNTC (2/10-2/19)
	Vendor Tota	60,614.00	
13837	CALIFORNIA PUBLIC EMPLOYEES'	98,367.78	MEDICAL INSURANCE (ACTIVE) - 3/20
		6,672.00	MEDICAL INSURANCE (RETIRED) - 3/20
		387.95	MEDICAL INSURANCE (ADMIN) - 3/20
13838		37,735.80	PERS RETIREMENT - PPE 2/28
13839		8,683.16	PERS RETIREMENT - PPE 2/28
	Vendor Tota	151,846.69	
314993	CALPERS LONG-TERM CARE PROGRAM	31.27	CALPERS LTC - PPE 2/28 (AF)
315116		31.27	CALPERS LTC - PPE 3/13 (AF)
	Vendor Tota	62.54	
314994	CARLOS, JUAN	157.50	CSR - GUITAR CLASS (2/20)
	Vendor Tota	157.50	
315092	CARRILLO, MARIA	50.00	FACILITY DEPOSIT REFUND (CARRILLO, 6228)
	Vendor Tota	50.00	
315017	CERTIFIED INSPECTIONS & CODE	7,840.00	PL - PLAN CHECK SVCS (2/20)
	Vendor Tota	7,840.00	
315117	CHAPMAN, JASHANTE	50.00	FACILITY DEPOSIT REFUND (CHAPMAN, 6314)
		10.00	FACILITY RENTAL REFUND (CHAPMAN)
	Vendor Tota	60.00	
315102	CIT TECHNOLOGY FIN SERV, INC	185.87	PW - COPIER (3/20)
	Vendor Tota	185.87	
13823	CITY OF PARAMOUNT PAYROLL	469.38	NET PAYROLL - SPEC 2/27
13827		286,828.77	NET PAYROLL - PPE 02/28
13840		358.09	NET PAYROLL - SPEC 3/8
13843		176.87	NET PAYROLL - SPEC 3/5
13848		1,140.02	NET PAYROLL - SPEC 3/13
13853		299,717.17	NET PAYROLL - PPE 03/13
	Vendor Tota	588,690.30	
314980	COAST FITNESS REPAIR SHOP	271.17	PS - GYM EQUIPMENT MNTC
	Vendor Tota	271.17	
315118	COLLAZO, MELISSA	50.00	FACILITY DEPOSIT REFUND (COLLAZO, 5916)
		10.00	FACILITY RENTAL REFUND (COLLAZO)
	Vendor Tota	60.00	

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Check Number	Vendor Name	Amount	Description
315057	COLORS PRINTING, INC	284.56	CSR - SENIOR NEWSLETTER (3/20)
	Vendor Tota	284.56	
315008	CONTINENTAL INTERPRETING	2,904.40	FIN - SB 998 TRANSLATION SVCS
	Vendor Tota	2,904.40	
315058	COPY R OFFICE SOLUTIONS	55.19	CSR - COM CTR COPIER (3/20)
	Vendor Tota	55.19	
315059	CORELOGIC SOLUTIONS, LLC	170.50	PS - PROPERTY DATA SVCS (3/20)
	Vendor Tota	170.50	
315093	DAVIS, DANTE	50.00	FACILITY DEPOSIT REFUND (DAVIS, 6167)
	Vendor Tota	50.00	
315023	DE LAGE LANDEN	213.86	CSR - COM CTR COPIER (3/20)
	Vendor Tota	213.86	
315009	DELL MARKETING L.P.	5,657.10	GEN - DELL COMPUTER/MONITORS (5)
315036		45.14	GEN - COMPUTER MNTC SUPPLIES
	Vendor Tota	5,702.24	
315037	DEPT OF JUSTICE	153.00	HR - FINGERPRINTING SVCS (2/20)
		256.00	CSR - STAR FINGERPRINTING SVCS (2/20)
	Vendor Tota	409.00	
314995	DIAMOND ENVIRONMENTAL SERVICES	317.36	PW - SALUD PARK RESTROOM (2/20)
	Vendor Tota	317.36	
315060	DIRECTV	76.99	PS - EOC SATELLITE SVCS (3/20)
	Vendor Tota	76.99	
315094	DOUGLAS, BRITTNEY	200.00	FACILITY DEPOSIT REFUND (DOUGLAS, 6128)
		-113.06	FACILITY RENTAL (2/22)
	Vendor Tota	86.94	
315024	ELIAS, KARINA	50.00	FACILITY DEPOSIT REFUND (ELIAS, 6109)
	Vendor Tota	50.00	
13828	EMPLOYMENT DEVELOPMENT DEPT	10,907.74	STATE PAYROLL TAX - PPE 2/28
13849		7.19	STATE PAYROLL TAX - SPEC 3/13
13854		10,964.52	STATE PAYROLL TAX - PPE 3/13
	Vendor Tota	21,879.45	
315010	ETERNITY CARPET	14,551.87	CIP - CARPET REPL (MARIPOSA)
315018		21,617.57	CIP - CARPET REPL (CITY YARD)
315025		10,071.49	CIP - CARPET REPLACEMENT (PROGRESS)
	Vendor Tota	46,240.93	
314996	FACILITY WERX, INC	736.94	PW - HOUSEHOLD SUPPLIES
315061		1,083.50	PW - HOUSEHOLD SUPPLIES
315103		539.56	PW - HOUSEHOLD SUPPLIES
		226.03	PW - HOUSEHOLD SUPPLIES
	Vendor Tota	2,586.03	
315062	FAIR HOUSING FOUNDATION	1,363.94	FIN - FAIR HOUSING SVCS (2/20)
	Vendor Tota	1,363.94	
314981	FEDEX	97.96	GEN - POSTAGE EXPENSE
	Vendor Tota	97.96	
315104	FEDEX OFFICE	235.87	CP - MILITARY BANNER PROGRAM
	Vendor Tota	235.87	

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Check Number	Vendor Name	Amount	Description
314960	FERNANDO TOURS INC	400.00	CSR - STAR SHUTTLE (1/16)
		400.00	CSR - STAR SHUTTLE (1/23)
		400.00	CSR - STAR SHUTTLE (1/30)
		400.00	CSR - STAR SHUTTLE (2/6)
	Vendor Tota	1,600.00	
314969	FILARSKY & WATT LLP	310.00	HR - LEGAL SVCS (2/20)
	Vendor Tota	310.00	
315063	FILE KEEPERS, LLC	93.19	PS - SHREDDING SVCS (2/6)
	Vendor Tota	93.19	
315095	FORD MOTOR CREDIT COMPANY LLC	6,850.47	PW - TRUCK LEASE (8526710) - PRINCIPAL
		2,095.58	PW - TRUCK LEASE (8526710) - INTEREST
	Vendor Tota	8,946.05	
315064	FRONTIER COMMUNICATIONS OF CA	66.63	GEN - PS CIRCUIT LINE (3/20)
	Vendor Tota	66.63	
315065	FULLER ENGINEERING INC	1,394.93	PW - FACILITY MNTC SUPPLIES
		1,197.93	PW - FACILITY MNTC SUPPLIES
		1,128.95	PW - FACILITY MNTC SUPPLIES
		884.21	PW - FACILITY MNTC SUPPLIES
		208.05	PW - FACILITY MNTC SUPPLIES
	Vendor Tota	4,814.07	
315011	FUN EXPRESS	279.77	CP - CHRISTMAS TRAIN SUPPLIES
	Vendor Tota	279.77	
314982	FUSION	200.99	GEN - STATION INTERNET (3/20)
		184.18	GEN - PROGRESS PLAZA INTERNET (3/20)
		157.87	GEN - PARAMOUNT PARK INTERNET (3/20)
	Vendor Tota	543.04	
315026	GAS COMPANY	5,284.13	GEN - FACILITIES NATURAL GAS (2/20)
		8,418.83	PW - WELLS #13 & #14 NATURAL GAS (2/20)
		172.82	GEN - CLRWTR NATURAL GAS (2/20)
	Vendor Tota	13,875.78	
315066	GBS LINENS	383.04	CSR - LAUNDRY SVCS (3/11)
		338.64	CSR - LAUNDRY SVCS (1/15)
	Vendor Tota	721.68	
315119	GIPSON, LEROY	50.00	FACILITY DEPOSIT REFUND (GIPSON, 6321)
		10.00	FACILITY RENTAL REFUND (GIPSON)
	Vendor Tota	60.00	
315038	GOLDEN STATE WATER COMPANY	453.82	PW - MEDIAN IRRIGATION (2/20)
		699.98	GEN - ALL AMERICAN PARK WATER (2/20)
	Vendor Tota	1,153.80	
314962	GOLDEN TOUCH CLEANING, INC	200.00	PW - JANITORIAL SVCS (MARIPOSA) - 9/19
	Vendor Tota	200.00	
315120	GONZALEZ, TERESA	50.00	FACILITY DEPOSIT REFUND(GONZALEZ, 6099)
		10.00	FACILITY RENTAL REFUND (GONZALEZ)
	Vendor Tota	60.00	
13852	HASLER MAILING SYSTEMS	2,500.00	GEN - POSTAGE METER (3/11)
	Vendor Tota	2,500.00	
315105	HEALTHFIRST-NORTH MEDICAL GRP	204.00	HR - HEALTH SCREENINGS (2/20)
		480.00	CSR - STAR HEALTH SCREENINGS (2/20)
	Vendor Tota	684.00	

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Check Number	Vendor Name	Amount	Description
314983	HERRERA, JESSE	100.00	PL - AIR PURIFIER & HVAC REBATE PROGRAM
	Vendor Tota	100.00	
315019	HOME DEPOT CRC/GEFC	132.37	CSR - STAR SUPPLIES
		134.18	CSR - STAR SUPPLIES
	Vendor Tota	266.55	
314985	HOME DEPOT/GEFC	43.74	PW - FACILITY MNTC SUPPLIES
		95.31	PW - FACILITY MNTC SUPPLIES
		17.35	PW - FACILITY MNTC SUPPLIES
		44.30	PW - FACILITY MNTC SUPPLIES
		679.78	PW - GRAFFITI REMOVAL SUPPLIES
		31.87	PW - GRAFFITI REMOVAL SUPPLIES
		9.25	PW - STREET MNTC SUPPLIES
		69.03	PW - FACILITY MNTC SUPPLIES
		50.08	PW - FACILITY MNTC SUPPLIES
		381.12	PW - GRAFFITI REMOVAL SUPPLIES
		78.33	PW - GRAFFITI REMOVAL SUPPLIES
		39.39	PW - FACILITY MNTC SUPPLIES
		43.78	PW - GRAFFITI REMOVAL SUPPLIES
		37.48	PW - STREET MNTC SUPPLIES
		43.17	PW - FACILITY MNTC SUPPLIES
		34.38	PW - GRAFFITI REMOVAL SUPPLIES
		88.59	PW - FACILITY MNTC SUPPLIES
		44.84	PW - LANDSCAPE MNTC SUPPLIES
		135.89	PW - GRAFFITI REMOVAL SUPPLIES
		68.62	PW - FACILITY MNTC SUPPLIES
		169.97	PW - FACILITY MNTC SUPPLIES
		29.71	PW - GRAFFITI REMOVAL SUPPLIES
		233.39	PW - FACILITY MNTC SUPPLIES
		97.80	PW - FACILITY MNTC SUPPLIES
		60.72	PW - FACILITY MNTC SUPPLIES
		58.78	PW - GRAFFITI REMOVAL SUPPLIES
		69.68	PW - GRAFFITI REMOVAL SUPPLIES
		76.38	PW - FACILITY MNTC SUPPLIES
		218.06	PW - FACILITY MNTC SUPPLIES
		47.60	PW - GRAFFITI MNTC SUPPLIES
		59.34	PW - GRAFFITI MNTC SUPPLIES
		28.15	PW - FACILITY MNTC SUPPLIES
		280.17	PW - GRAFFITI REMOVAL SUPPLIES
		31.16	PW - FACILITY MNTC SUPPLIES
		32.80	PW - LANDSCAPE MNTC SUPPLIES
		349.16	PW - GRAFFITI REMOVAL SUPPLIES
		293.52	PW - GRAFFITI REMOVAL SUPPLIES
		69.30	PW - FACILITY MNTC SUPPLIES
		16.79	PW - GRAFFITI REMOVAL SUPPLIES
		33.75	PW - GRAFFITI REMOVAL SUPPLIES
		158.48	PW - GRAFFITI REMOVAL SUPPLIES
		89.12	PW - GRAFFITI REMOVAL SUPPLIES
		381.12	PW - GRAFFITI REMOVAL SUPPLIES
		15.93	PW - STREET MNTC SUPPLIES
		101.07	PW - FACILITY MNTC SUPPLIES
		84.23	PW - FACILITY MNTC SUPPLIES
	Vendor Tota	5,122.48	
315067	INK HEAD DESIGN & PRINTS	1,445.40	CSR - STAR UNIFORMS
		479.06	CSR - STAR UNIFORMS
	Vendor Tota	1,924.46	

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Check Number	Vendor Name	Amount	Description
13824	INTERNAL REVENUE SERVICE	14.96	MEDICARE PAYMENT - SPEC 2/27
13829		31,140.56	FED PAYROLL TAX - PPE 2/28
		10,424.50	MEDICARE PAYMENT - PPE 2/28
13841		24.23	FED PAYROLL TAX - SPEC 3/8
		12.18	MEDICARE PAYMENT - SPEC 3/8
13844		3.73	FED PAYROLL TAX - SPEC 3/5
		5.76	MEDICARE PAYMENT - SPEC 3/5
13850		84.15	FED PAYROLL TAX - SPEC 3/13
		39.22	MEDICARE PAYMENT - SPEC 3/13
13855		31,878.17	FED PAYROLL TAX - PPE 3/13
		10,887.46	MEDICARE PAYMENT - PPE 3/13
	Vendor Tota	84,514.92	
315039	INTERPRINT USA	723.51	PL - DEVELOPMENT FEE RECEIPTS
		462.30	PL - INSPECTION RECORDS
	Vendor Tota	1,185.81	
315040	IRON MOUNTAIN, INC	497.42	GEN - OFFSITE TAPE VAULTING SVC (2/20)
	Vendor Tota	497.42	
315068	JANKOVICH COMPANY	1,426.54	PS - FLEET FUEL (2/22 - 2/29)
		1,327.39	PS - FLEET FUEL (2/15 - 2/21)
		887.76	PW - FLEET FUEL (2/8 - 2/14)
		825.65	PW - FLEET FUEL (2/22 - 2/29)
		680.83	PW - FLEET FUEL (2/8 - 2/14)
		589.35	PW - FLEET FUEL (2/15 - 2/21)
		579.63	PW - FLEET FUEL (2/22 - 2/29)
		543.95	PW - FLEET FUEL (2/1 - 2/7)
		515.45	PW - FLEET FUEL (2/1 - 2/7)
		409.20	PW - FLEET FUEL (2/15 - 2/21)
		344.24	PW - FLEET FUEL (2/22 - 2/29)
		277.86	PS - FLEET FUEL (2/15 - 2/21)
		267.95	PW - FLEET FUEL (2/8 - 2/14)
		259.45	PW - FLEET FUEL (2/1 - 2/7)
		208.74	PS - FLEET FUEL (2/22 - 2/29)
		191.77	PS - FLEET FUEL (3/1 - 3/7)
		180.37	PW - FLEET FUEL (2/22 - 2/29)
		175.21	PW - FLEET FUEL (2/1 - 2/7)
		139.26	PW - FLEET FUEL (2/15 - 2/21)
		115.07	PW - FLEET FUEL (2/8 - 2/14)
		94.35	PW - FLEET FUEL (2/15 - 2/21)
		91.11	PW - FLEET FUEL (2/8 - 2/14)
		85.40	PW - FLEET FUEL (2/8 - 2/14)
		79.38	PW - FLEET FUEL (2/1 - 2/7)
		72.63	PW - FLEET FUEL (2/15 - 2/21)
		71.48	PS - FLEET FUEL (2/22 - 2/29)
		64.76	CSR - FLEET FUEL (2/22 - 2/29)
		64.50	CSR - FLEET FUEL (2/15 - 2/21)
		49.89	PS - FLEET FUEL (3/1 - 3/7)
		17.15	PS - FLEET FUEL (2/15 - 2/21)
	Vendor Tota	10,636.32	
315041	JMD NET	2,500.00	GEN - COMPUTER NETWORK SUPPORT (2/20)
	Vendor Tota	2,500.00	
315106	JOBS AVAILABLE INC.	45.00	HR - JOB NOTICE SUBSCRIPTION
	Vendor Tota	45.00	

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Check Number	Vendor Name	Amount	Description
315096	JOE GONSALVES & SON INC	3,045.00	CC - LEGISLATIVE LOBBYIST (3/20)
		3,000.00	CC - LEGISLATIVE LOBBYIST (1/20)
		3,000.00	CC - LEGISLATIVE LOBBYIST (2/20)
	Vendor Total	9,045.00	
315121	JOHN'S WHOLESALE ELECTRIC, INC	436.91	PW - FACILITY MNTC SUPPLIES
	Vendor Total	436.91	
315097	KENNEDY, YURIDIA	1,000.00	FACILITY DEPOSIT REFUND (KENNEDY, 5954)
	Vendor Total	1,000.00	
315122	KEY, DE'ANDRE	50.00	FACILITY DEPOSIT REFUND (KEY, 6323)
		10.00	FACILITY RENTAL REFUND (KEY)
	Vendor Total	60.00	
315069	KTS NETWORKS, INC.	281.14	GEN - TELEPHONE MNTC (2/13)
		206.57	GEN - TELEPHONE MNTC (2/20)
		198.96	GEN - TELEPHONE MNTC (1/17)
315107		275.00	GEN - TELEPHONE MNTC (2/28)
	Vendor Total	961.67	
315070	L A COUNTY DEPT OF PUBLIC WORK	4,001.47	PW - INDUSTRIAL WASTE SVCS (1/20)
	Vendor Total	4,001.47	
314970	L A COUNTY SHERIFF	14,371.70	PS - CRIME SUPPRESSION (SCOPS) - 1/20
		14,371.69	PS - CRIME SUPPRESSION (1/20)
		10,814.60	PS - TRANSIT ENFORCEMENT (PROP A) - 1/20
		9,697.36	PS - TRAFFIC ENFORCEMENT (1/20)
		8,497.18	PS - GANG SUPPRESSION (1/20)
		7,164.48	PS - SUPERVISOR OT (1/20)
		3,089.88	PS - PARTY PATROL (SCOPS) - 1/20
		3,089.89	PS - CRIME SUPPRESSION (1/20)
		2,967.69	PS - PAROLE/PROBATION/CURFEW (JAG17) 1/20
		532.13	PS - PARK PATROL (1/20)
		354.76	PS - SPECIAL EVENT SVCS - FOOTBALL GAME
		171.91	PS - PRISONER MNTC (1/20)
	Vendor Total	75,123.27	
315123	L A COUNTY SHERIFF'S OFFICE	69.50	PAYROLL DEDUCTION - PPE 3/13
	Vendor Total	69.50	
314997	L A SIGNS & BANNERS	151.11	CSR - MILITARY BANNER
315071		43.80	CSR - MILITARY BANNERS
	Vendor Total	194.91	
314986	L A TIMES	449.98	GEN - PUBLICATIONS (3/20 - 3/21)
315072		129.35	PS - PUBLICATIONS (3/20 - 4/20)
	Vendor Total	579.33	
315027	LATINA'S ART FOUNDATION	5,000.00	CP - COMMUNITY ORG FUNDING
	Vendor Total	5,000.00	
314963	LDI COLOR TOOLBOX	19.86	PW - COPIER OVERAGE (2/20)
	Vendor Total	19.86	

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315020	LINCOLN NATIONAL LIFE INS CO	555.87	DENTAL INSURANCE (HMO) - 2/20
		8,902.15	DENTAL INSURANCE (PPO) - 2/20
		271.98	DENTAL INSURANCE (PPO) - 12/19 ADJ
		31.96	DENTAL INUSRANCE (HMO) - 12/19 ADJ
		-55.49	DENTAL INSURANCE (PPO) -1/20 ADJ
		15.98	DENTAL INSURANCE (HMO) - 1/20 ADJ
		1,292.40	LIFE INSURANCE (2/20)
		3,173.98	DISABILITY INSURANCE (2/20)
		1,263.20	LIFE INSURANCE (3/20)
		3,101.55	DISABILITY INSURANCE (3/20)
		668.21	VOLUNTARY LIFE INSURANCE (1/20)
		668.21	VOLUNTARY LIFE INSURANCE (2/20)
		548.21	VOLUNTARY LIFE INSURANCE (3/20)
	Vendor Tota	20,438.21	

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Check Number	Vendor Name	Amount	Description
315125	LINDSAY LUMBER CO., INC	653.69	PW - GRAFFITI REMOVAL SUPPLIES
		511.40	PW - GRAFFITI REMOVAL SUPPLIES
		322.90	PW - GRAFFITI REMOVAL SUPPLIES
		313.33	PW - GRAFFITI REMOVAL SUPPLIES
		188.18	PW - GRAFFITI REMOVAL SUPPLIES
		180.18	PW - GRAFFITI REMOVAL SUPPLIES
		167.19	PW - FACILITY MNTC SUPPLIES
		153.26	PW - FACILITY MNTC SUPPLIES
		121.12	PW - STREET MNTC SUPPLIES
		119.23	PW - GRAFFITI REMOVAL SUPPLIES
		117.70	PW - GRAFFITI REMOVAL SUPPLIES
		104.27	PW - STREET MNTC SUPPLIES
		102.89	PW - GRAFFITI REMOVAL SUPPLIES
		99.85	PW - FACILITY MNTC SUPPLIES
		93.26	PW - STREET MNTC SUPPLIES
		92.14	PW - STREET MNTC SUPPLIES
		91.44	PW - GRAFFITI REMOVAL SUPPLIES
		82.10	PW - GRAFFITI REMOVAL SUPPLIES
		73.28	PW - FACILITY MNTC SUPPLIES
		63.48	PW - LANDSCAPE MNTC SUPPLIES
		52.13	PW - STREET MNTC SUPPLIES
		49.31	PW - STREET MNTC SUPPLIES
		43.25	PW - FACILITY MNTC SUPPLIES
		41.59	PW - LANDSCAPE MNTC SUPPLIES
		40.47	PW - GRAFFITI REMOVAL SUPPLIES
		36.31	PW - FACILITY MNTC SUPPLIES
		34.26	PW - FACILITY MNTC SUPPLIES
		31.19	PW - FACILITY MNTC SUPPLIES
		28.45	PW - LANDSCAPE MNTC SUPPLIES
		28.19	PW - FACILITY MNTC SUPPLIES
		27.74	PW - WATER OPER MNTC SUPPLIES
		20.71	PW - FACILITY MNTC SUPPLIES
		19.24	PW - STREET MNTC SUPPLIES
		17.95	PW - STREET MNTC SUPPLIES
		17.50	PW - FACILITY MNTC SUPPLIES
		15.31	PW - STREET MNTC SUPPLIES
		13.14	PW - WATER OPER MNTC SUPPLIES
		13.12	PW - STREET MNTC SUPPLIES
		11.54	PW - WATER OPER MNTC SUPPLIES
		10.70	PW - FACILITY MNTC SUPPLIES
		9.94	PW - STREET MNTC SUPPLIES
		9.84	PW - STREET MNTC SUPPLIES
		9.50	PW - STREET MNTC SUPPLIES
		8.96	PW - LANDSCAPE MNTC SUPPLIES
		6.55	PW - FACILITY MNTC SUPPLIES
		6.55	PW - FACILITY MNTC SUPPLIES
		5.75	PW - LANDSCAPE MNTC SUPPLIES
		5.25	PW - FACILITY MNTC SUPPLIES
		5.08	PW - WATER OPER MNTC SUPPLIES
		4.34	PW - STREET MNTC SUPPLIES
		2.84	PW - STREET MNTC SUPPLIES
		-20.58	PW - STREET MNTC SUPPLIES (CREDIT)
Vendor Tota		4,257.01	
315126	LOPEZ, NEREYDA	50.00	FACILITY DEPOSIT REFUND (LOPEZ, 6293)
		10.00	FACILITY RENTAL REFUND (LOPEZ)
Vendor Tota		60.00	
315098	MAREZ, RODRIGO	50.00	FACILITY DEPOSIT REFUND (MAREZ, 5105)
Vendor Tota		50.00	

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Check Number	Vendor Name	Amount	Description
315042	MATRIX TRUST TPA 000363	34,731.14	RETIREE HEALTH TRUST (4/20)
315043		34,731.14	RETIREE HEALTH TRUST (5/20)
	Vendor Tota	69,462.28	
314998	MENDOZA, ROBERT	546.00	CSR - JU JITSU CLASS (2/20)
	Vendor Tota	546.00	
315127	MENJIVAR, YESENIA	50.00	FACILITY DEPOSIT REFUND (MENJIVAR, 6282)
		10.00	FACILITY RENTAL REFUND (MENJIVAR)
	Vendor Tota	60.00	
315028	MOBILE RELAY ASSOCIATES	725.00	GEN - WIRELESS SITE RENT (3/20)
	Vendor Tota	725.00	
315128	MORAN, IRMA	50.00	FACILITY DEPOSIT REFUND (MORAN, 6335)
		10.00	FACILITY RENTAL REFUND (MORAN)
	Vendor Tota	60.00	
314987	MRC SMART TECHNOLOGY SOLUTIONS	1,262.93	GEN - PRINTER TONER (3/20)
	Vendor Tota	1,262.93	
315073	NETWORK INNOVATIONS US, INC	280.50	PS - SATELLITE PHONE SVC (2/20)
	Vendor Tota	280.50	
315074	OFFICE DEPOT, INC.	75.76	PS - OFFICE SUPPLIES
		55.12	PS - OFFICE SUPPLIES
	Vendor Tota	130.88	
13826	OPENEDGE	2,086.31	GEN - UB WEB BANK CHARGES (2/20)
	Vendor Tota	2,086.31	
315129	OVERLAND PACIFIC & CUTLER INC	1,668.75	PL - PROP MGMT SVCS (2/20)
	Vendor Tota	1,668.75	
315075	PACIFIC EH & S SVCS, INC	585.00	HR - IIPP ANNUAL MEETING (1/28)
		585.00	HR - IIPP ANNUAL MEETING (1/30)
		585.00	HR - IIPP ANNUAL MEETING (2/13)
		585.00	HR - IIPP QUARTERLY MEETING (1/21) - PW
		585.00	HR - IIPP QUARTERLY MEETING (1/22) - PS
	Vendor Tota	2,925.00	
315076	PACIFIC RIM AUTOMATION, INC.	2,000.00	PW - SCADA WORKSTATION
		1,050.00	PW - SCADA SYSTEM MNTC (2/20)
		1,050.00	PW - SCADA SYSTEM MNTC (3/20)
	Vendor Tota	4,100.00	
314964	PARAMOUNT - TEPIC SISTER CITY	5,000.00	CP - COMMUNITY ORG FUNDING
	Vendor Tota	5,000.00	
315108	PARAMOUNT CHAMBER OF COMMERCE	697.00	CP - PULSE BEAT CITY SCAPE (3/20)
	Vendor Tota	697.00	
315130	PERAZA, VERONICA	50.00	FACILITY DEPOSIT REFUND (PERAZA, 6307)
		10.00	FACILITY RENTAL REFUND (PERAZA)
	Vendor Tota	60.00	
315000	PEREZ, DANALY	514.50	CSR - FOLKLORICO CLASS (2/20)
		122.50	CSR - SALSA CLASS (2/20)
	Vendor Tota	637.00	
314971	PETTY CASH	220.00	PC - PLANNING COMMISSION MEETING
315077		2,500.00	CSR - STAR SUPPLIES
		2,500.00	CSR - STAR SUPPLIES
	Vendor Tota	5,220.00	

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Check Number	Vendor Name	Amount	Description
315078	POOL & ELECTRICAL PRODUCTS, INC	135.46	PW - FACILITY MNTC SUPPLIES
		124.77	PW - FACILITY MNTC SUPPLIES
		7.26	PW - FACILITY MNTC SUPPLIES
315109		22.02	PW - FACILITY MNTC SUPPLIES
	Vendor Tota	289.51	
315044	PRICON, INC	4,275.00	GEN - EXCHANGE SERVER CONSULTING SVCS
	Vendor Tota	4,275.00	
315110	Q DOXS	344.93	GEN - COLOR COPIER USAGE (3/20)
		13.67	GEN - COLOR COPIER OVERAGE (2/20)
		110.60	GEN - COPIER USAGE (3/20)
		107.68	GEN - COPIER OVERAGE (2/20)
	Vendor Tota	576.88	
314972	REGISTRAR-RECORDER/L.A. COUNTY	75.00	PL - PUBLISHED NOTICE (2/26)
		75.00	PL - PUBLISHED NOTICE (3/11)
	Vendor Tota	150.00	
13825	RELIANCE TRUST COMPANY	38.66	PT DEF COMP 457 - SPEC 2/27
13830		11,215.41	FT DEF COMP 457 - PPE 2/28
13831		8,944.90	PT DEF COMP 457 - PPE 2/28
13832		1,500.94	DEF COMP 457 ROTH - PPE 2/28
13842		31.49	PT DEF COMP 457 - SPEC 3/8
13845		14.88	PT DEF COMP 457 - SPEC 3/5
13851		101.43	PT DEF COMP 457 - SPEC 3/13
13856		12,573.20	FT DEF COMP 457 - PPE 3/13
13857		9,867.56	PT DEF COMP 457 - PPE 3/13
13858		1,731.87	DEF COMP 457 ROTH - PPE 3/13
13833		157.66	401A EXEC LOAN PAYMENT - PPE 2/28
13834		1,060.78	401A LOAN PAYMENT - PPE 2/28
		.00	401 A LOAN PAYMENT - PPE 2/28
13835		1,569.91	457 LOAN PAYMENT - PPE 2/28
13859		157.66	401A EXEC LOAN PAYMENT - PPE 3/13
13860		1,060.78	401A LOAN PAYMENT - PPE 3/13
13861		1,569.91	457 LOAN PAYMENT - PPE 3/13
13836		665.54	FT 401 QUAL COMP - PPE 2/28
13862		665.54	FT 401 QUAL COMP - PPE 3/13
	Vendor Tota	52,928.12	
315131	RIVERA, MARIA	50.00	FACILITY DEPOSIT REFUND (RIVERA, 6238)
		10.00	FACILITY RENTAL REFUND (RIVERA)
	Vendor Tota	60.00	
315079	ROBLES, DANIEL	71.00	PARKING CITATION REFUND (ROBLES)
	Vendor Tota	71.00	
315013	RON'S MAINTENANCE	6,127.00	PW - CATCH BASIN MNTC (2/20)
	Vendor Tota	6,127.00	
314973	RONALD ROBERSON	400.00	GEN - VIDEOTAPING SVCS
	Vendor Tota	400.00	
314974	SANCHEZ, HUGO	126.16	WTR INSTALLATION REFUND - 8213 70TH
	Vendor Tota	126.16	
315111	SECTRAN SECURITY INC	512.83	GEN - ARMORED CAR SVC (3/20)
	Vendor Tota	512.83	

**CITY OF PARAMOUNT
FINAL CHECK REGISTER
March 31, 2020
Pre-issue Checks**

Check Number	Vendor Name	Amount	Description
315001	SMART & FINAL IRIS CO	221.19	CSR - STAR SUPPLIES
		113.50	CSR - STAR SUPPLIES
		108.21	CP - YOUTH HALL OF FAME
		95.23	CSR - PEP SUPPLIES
		73.74	CP - ECO-FRIENDLY EVENT
315029		154.03	CSR - FACILITY SUPPLIES
		16.98	CSR - STAR SUPPLIES
315080		91.83	CSR - STAR SUPPLIES
		90.79	CSR - STAR SUPPLIES
	Vendor Tota	965.50	
315132	SOTO, RITA	50.00	FACILITY DEPOSIT REFUND (SOTO, 6301)
		10.00	FACILITY RENTAL REFUND (SOTO)
	Vendor Tota	60.00	
314975	SOUTHERN CALIFORNIA EDISON CO.	25,284.04	GEN - FACILITIES & PARKS (1/20)
		1,246.35	GEN - CLEARWATER BUILDING (1/20)
		595.69	GEN - PARAMOUNT PARK (1/20)
		5,185.77	PW - STREET LIGHTS & MEDIANS (1/20)
		18,897.67	PW - WATER PRODUCTION WELLS (1/20)
315081		5,060.00	CSR - PMT FITNESS PARK LEASE(4/20-3/21)
315133		25,714.65	GEN - FACILITIES & PARKS (2/20)
		18,554.38	PW - WATER PRODUCTION WELLS (2/20)
		5,952.78	PW - STREET LIGHTS & MEDIANS (2/20)
	Vendor Tota	106,491.33	
315134	STAPLES - DEPT 51-7862079851	52.11	FIN - OFFICE SUPPLIES
		283.57	CSR - STAR SUPPLIES
		1,957.76	CSR - STAR SUPPLIES
		45.95	CSR - STAR SUPPLIES
		126.35	CSR - STAR SUPPLIES
		711.09	CSR - STAR SUPPLIES
		27.45	CSR - PEP SUPPLIES
		28.45	CSR - PEP SUPPLIES
		229.84	CSR - STAR SUPPLIES
		3.18	GEN - BANK CHARGES
	Vendor Tota	3,465.75	
315002	STATE DISBURSEMENT UNIT	250.00	PAYROLL DEDUCTION - PPE 2/28
315135		250.00	PAYROLL DEDUCTION - PPE 3/13
315003		440.42	PAYROLL DEDUCTION - PPE 2/28
315136		440.42	PAYROLL DEDUCTION - PPE 3/13
	Vendor Tota	1,380.84	
315137	TELLEZ, RAYMUNDO	50.00	FACILITY DEPOSIT REFUND (TELLEZ, 6309)
		10.00	FACILITY RENTAL REFUND (TELLEZ)
	Vendor Tota	60.00	
314976	THE CAVANAUGH LAW GROUP, APLC	20,611.50	CA - CITY ATTORNEY SVCS (2/20)
		10,370.40	PS - CITY PROSECUTOR (2/20)
	Vendor Tota	30,981.90	
314988	THE PLOTTER DOCTOR	197.31	PS - CLUTTER FREE BANNER REPAIRS
	Vendor Tota	197.31	
314989	THE SAUCE CREATIVE SERVICES	4,298.60	GEN - US CENSUS BANNERS & MAGNETS
315082		1,721.33	CP - YOUTH HALL OF FAME
		573.75	CP - YOUTH HALL OF FAME
		450.00	CSR - PEP EVENT DONATION FORM
		175.00	CSR - FRIDAY NIGHT MARKET MAP
	Vendor Tota	7,218.68	

**CITY OF PARAMOUNT
FINAL CHECK REGISTER
March 31, 2020
Pre-issue Checks**

Check Number	Vendor Name	Amount	Description
314990	TIME WARNER CABLE	356.63	GEN - PEG CHANNEL END (2/20)
		323.94	GEN - CITY HALL INTERNET (2/20)
		115.52	GEN - CITY YARD CABLE (2/20)
315004		157.30	GEN - CITY YARD INTERNET (2/20)
	Vendor Tota	953.39	
315099	TYLER TECHNOLOGIES, INC	1,400.00	FIN - EDEN A/R MODULE UPDATE
	Vendor Tota	1,400.00	
315005	UNITED STATES TREASURY	636.00	PAYROLL DEDUCTION - PPE 2/28
	Vendor Tota	636.00	
315083	UNIVAR USA	1,782.40	PW - WATER OPER MNTC SUPPLIES
		1,735.68	PW - WATER OPER MNTC SUPPLIES
		1,665.50	PW - WATER OPER MNTC SUPPLIES
		1,665.50	PW - WATER OPER MNTC SUPPLIES
		1,531.91	PW - WATER OPER MNTC SUPPLIES
		701.69	PW - WATER OPER MNTC SUPPLIES
		557.71	PW - WATER OPER MNTC SUPPLIES
		225.15	PW - WATER OPER MNTC SUPPLIES
	Vendor Tota	9,865.54	
315014	UNIVERSITY TROPHIES	2,840.04	CP - YOUTH HALL OF FAME
	Vendor Tota	2,840.04	
315138	UTILITY COST MANAGEMENT LLC	640.48	GEN - UTILITY AUDIT (10/19-12/19) PARKS
		91.63	GEN - UTILITY AUDIT(10/19-12/19)PKG LOT
		255.42	PW - UTILITY AUDIT(10/19-12/19) ST LTS
	Vendor Tota	987.53	
315030	VALDOVINOS, OLIVIA	50.00	FACILITY DEPOSIT REFUND (VALDOVIN,6223)
	Vendor Tota	50.00	
315015	VALVERDE CONSTRUCTION	7,688.95	PW - WTR SVC INSTALL (6803 MARCELLE)
	Vendor Tota	7,688.95	
315031	VELA, CARMEN	50.00	FACILITY DEPOSIT REFUND (VELA, 6255)
	Vendor Tota	50.00	
314991	VERIZON WIRELESS - LA	117.53	AS - CELLULAR SERVICE (2/20)
		25.15	PL - CELLULAR SERVICE (2/20)
		103.40	CM - CELLULAR SERVICE (2/20)
		53.46	FIN - CELLULAR SERVICE (2/20)
		225.84	PS - CELLULAR SERVICE (2/20)
		426.77	PS - CELLULAR SERVICE (2/20)
		213.34	PW - CELLULAR SERVICE (2/20)
		25.15	AS - SOCIAL MEDIA CELLULAR SVC (2/20)
		13.54	GEN - EOC CELLULAR & P/R DEVICE (2/20)
		371.24	HR - CELLULAR EQUIPMENT (JM)
		38.01	PW - USB AIRCARD WELLS #13 & #14 (2/20)
		135.49	CM - CELLULAR EQUIPMENT (HL)
	Vendor Tota	1,748.92	
315021	VISION SERVICE PLAN	1,876.50	VISION INSURANCE (3/20)
		62.55	VISION INSURANCE (2/20) ADJ
		1,855.65	VISION INSURANCE (2/20)
		41.70	VISION INSURANCE (12/19) ADJ
	Vendor Tota	3,836.40	

**CITY OF PARAMOUNT
FINAL CHECK REGISTER
March 31, 2020
Pre-issue Checks**

Check Number	Vendor Name	Amount	Description
315045	WALMART COMMUNITY	254.46	CSR - STAR SUPPLIES
		23.94	CSR - STAR SUPPLIES
		175.00	CSR - STAR SUPPLIES
		126.20	CSR - STAR SUPPLIES
		289.08	CP - ECO-FRIENDLY EVENT
		75.04	CSR - STAR SUPPLIES
		19.96	CSR - STAR SUPPLIES
		92.53	CSR - STAR SUPPLIES
		132.53	CSR - STAR SUPPLIES
		355.03	CSR - STAR SUPPLIES
		225.02	CSR - STAR SUPPLIES
		53.45	CSR - STAR SUPPLIES
		40.59	CSR - STAR SUPPLIES
		55.68	CSR - STAR SUPPLIES
		96.17	CSR - STAR SUPPLIES
		647.63	CSR - STAR SUPPLIES
		100.51	CSR - STAR SUPPLIES
		106.41	CSR - STAR SUPPLIES
		574.03	CSR - STAR SUPPLIES
		97.51	CSR - STAR SUPPLIES
		97.59	CSR - STAR SUPPLIES
	Vendor Tota	3,638.36	
315084	WATER REPLENISHMENT DISTRICT	158,296.85	PW - GROUNDWATER PRODUCTION (1/20)
	Vendor Tota	158,296.85	

**CITY OF PARAMOUNT
FINAL CHECK REGISTER
March 31, 2020
Pre-issue Checks**

Check Number	Vendor Name	Amount	Description
315046	WELLS FARGO	405.98	CP - ECO-FRIENDLY EVENT
		5.00	CSR - CPRS MEMBERSHIP (DJ)
		550.00	CSR - CPRS MEMBERSHIP (CITY)
		32.50	CSR - MEETING SUPPLIES
		24.05	CSR - MEETING SUPPLIES
		86.83	CSR - MEETING SUPPLIES
315047		16.41	PS - OFFICE SUPPLIES
		92.55	PS - MEETING SUPPLIES
		16.30	PS - OFFICE SUPPLIES
		35.30	PS - OFFICE SUPPLIES
315085		2.99	AS - ICLOUD STORAGE (2/20)
		541.92	CM - LOCC CITY MANAGER'S CONF (JM)
		2.99	CP - GOOGLE SUBSCRIPTION (2/20)
		36.00	CM - LOCC CITY MANAGER'S CONF (JM)
		329.66	CM - LOCC CITY MANAGER'S CONF (JM)
		149.00	CSR - RECREATION SUPPLIES
		24.00	CM - CASOMB MEETING (JM)
		3.00	CM - CASOMB MEETING (JM)
		17.22	CM - CASOMB MEETING (JM)
		625.00	CM - CCCA ANNUAL CONF (JM)
		625.00	CC - CCCA ANNUAL CONF (LG)
		625.00	CC - CCCA ANNUAL CONF (PL)
		625.00	AS - CCCA ANNUAL CONF (AV)
		175.00	CP - FACEBOOK POSTS
		2.99	AS - ICLOUD STORAGE (3/20)
315048		75.00	FIN - CSMFO CONFERENCE (JC)
		164.25	FIN - OFFICE SUPPLIES
		35.00	FIN - OFFICE SUPPLIES
315049		80.00	PW - PAPA SEMINAR (LS)
		312.79	PW - LOCC CONF - MONTEREY (AF)
		40.53	PW - FACILITY MNTC SUPPLIES
		213.03	GEN - POSTAGE EXPENSE
		153.29	PW - OFFICE SUPPLIES
315088		148.65	CSR - STAR SUPPLIES
		15.42	CSR - FACILITY SUPPLIES
		72.88	CSR - ENP EVENT SUPPLIES
		35.45	CSR - STAR SUPPLIES
		19.68	CSR - OFFICE SUPPLIES
		44.47	CSR - STAR SUPPLIES
		445.37	CSR - STAR SUPPLIES
		183.10	CSR - ENP SUPPLIES
		207.13	CSR - STAR SUPPLIES
		41.61	CSR - ENP EVENT SUPPLIES
		252.91	GEN - CC MEETING (2/4)
		30.95	CSR - ENP EVENT SUPPLIES
		50.05	GEN - CC MEETING (2/4)
		87.96	CSR - HERITAGE FESTIVAL
		210.65	CSR - STAR SUPPLIES
		154.73	CSR - STAR SUPPLIES
		18.51	CSR - STAR SUPPLIES
		83.71	CP - CHRISTMAS TRAIN SUPPLIES
		374.38	CSR - STAR SUPPLIES
		69.59	CSR - STAR SUPPLIES
		94.48	CSR - ECO-FRIENDLY EVENT
		8.13	CSR - ECO-FRIENDLY EVENT (TAX)
		-8.13	MC - BARGAIN BALOONS.COM
		130.91	CSR - STAR SUPPLIES
		50.35	CSR - STAR SUPPLIES
		102.09	CSR - STAR SUPPLIES
		26.48	CSR - STAR SUPPLIES

**CITY OF PARAMOUNT
FINAL CHECK REGISTER
March 31, 2020
Pre-issue Checks**

Check Number	Vendor Name	Amount	Description
315088	WELLS FARGO	236.19	CSR - ECO-FRIENDLY EVENT
		86.56	CSR - STAR SUPPLIES
		74.36	CSR - ECO-FRIENDLY EVENT
		18.15	CSR - ECO-FRIENDLY EVENT
		138.66	CSR - ECO-FRIENDLY EVENT
		20.65	CSR - ECO-FRIENDLY EVENT
		14.22	CSR - ECO-FRIENDLY EVENT
		1,371.87	CP - CHRISTMAS TRAIN SUPPLIES
		368.85	CSR - STAR SUPPLIES
		110.50	CSR - OFFICE SUPPLIES
		44.42	CSR - STAR SUPPLIES
		119.97	CSR - MEETING SUPPLIES (2/11)
		23.97	CSR - MEETING SUPPLIES (2/11)
		150.00	CSR - CPRS MEMBERSHIP (RB)
		252.62	CSR - PEP MEETING SUPPLIES
		87.76	CSR - STAR SUPPLIES
		534.13	CSR - EQUIPMENT MNTC SVCS
		120.58	CSR - STAR SUPPLIES
		23.00	CSR - STAR SUPPLIES
		161.52	CSR - EQUIPMENT MNTC SVCS
		143.82	CSR - STAR SUPPLIES
		51.05	GEN - CC MEETING (2/18)
		171.28	CSR - EASTER EVENT
		83.32	CSR - ENP EVENT SUPPLIES
		350.55	CSR - HERITAGE FESTIVAL
		33.30	CSR - HERITAGE FESTIVAL (TAX)
		-33.30	MC - SHOP MASCOT
		37.22	CSR - STAR SUPPLIES
		1,086.22	CSR - STAR SUPPLIES
		66.54	CSR - RECREATION SUPPLIES
		14.99	CSR - RECREATION SUPPLIES
		35.11	CSR - STAR SUPPLIES
		59.74	CSR - STAR SUPPLIES
		512.33	CSR - RECREATION EXCURSION (2/22)
		111.67	CSR - MEETING SUPPLIES
		17.95	CSR - PEP MEETING SUPPLIES
		65.70	CSR - ENP EVENT SUPPLIES
		6.57	CSR - ENP EVENT SUPPLIES
		451.32	CSR - ENP SUPPLIES
		49.12	CSR - STAR SUPPLIES
		42.00	CSR - MEETING SUPPLIES (2/22)
		105.00	CSR - STAR SUPPLIES
		175.00	CSR - ENP EXCURSION (2/25)
		32.82	CSR - ENP EVENT SUPPLIES
		90.56	CSR - ENP EVENT SUPPLIES
		208.00	CSR - RECREATION SUPPLIES
315050		160.34	GEN - COMPUTER MTNC SUPPLIES
315089		136.10	PL - PUBLICATIONS
		114.95	PL - PUBLICATIONS
	Vendor Tota	17,412.34	
13846	WELLS FARGO BANK	1,597.15	GEN - CITY BANK ANALYSIS (2/20)
13847		58.79	GEN - HA BANK ANALYSIS (2/20)
	Vendor Tota	1,655.94	
315090	WILLDAN ASSOCIATES, INC	691.00	FIN - FEE STUDY (2/20)
	Vendor Tota	691.00	

**CITY OF PARAMOUNT
FINAL CHECK REGISTER
March 31, 2020
Pre-issue Checks**

Check Number	Vendor Name	Amount	Description
315139	WILLIS, LAQUISHIA	50.00	FACILITY DEPOSIT REFUND (WILLIS, 6317)
		10.00	FACILITY RENTAL REFUND (WILLIS)
	Vendor Total	60.00	
315091	XEROX CORP.	1,152.63	PS - PRINTER (2/20)
		147.45	PS - COPIER INTEGRATOR (2/20)
	Vendor Total	1,300.08	
A total of 213 checks were issued for		\$1,792,874.21	

APRIL 7, 2020

ORDINANCE NO. 1126

“AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF PARAMOUNT, CALIFORNIA, AMENDING SECTIONS 10-1, 10-2, 15-1, 27-1 AND 32-1 OF THE PARAMOUNT MUNICIPAL CODE, ADOPTING BY REFERENCE THE 2019 CALIFORNIA BUILDING CODE, RESIDENTIAL CODE, GREEN BUILDING STANDARDS CODE, ELECTRICAL CODE, MECHANICAL CODE, AND PLUMBING CODE WITH LOS ANGELES COUNTY AMENDMENTS AS NOTED IN TITLE-26 AND APPENDIX I AND J, TITLE-27, TITLE-28, TITLE-29, TITLE-30 AND APPENDIX H, AND TITLE-31 PORTIONS THEREOF”

MOTION IN ORDER:

READ BY TITLE ONLY, WAIVE FURTHER READING, AND ADOPT ORDINANCE NO. 1126.

MOTION:

MOVED BY: _____

SECONDED BY: _____

☐ APPROVED

☐ DENIED

ROLL CALL VOTE:

AYES: _____

NOES: _____

ABSENT: _____

ABSTAIN: _____



To: Honorable City Council
From: John Moreno, City Manager
By: Heidi Luce, City Clerk
Date: April 7, 2020

Subject: ORDINANCE NO. 1126

The City Council, at its regularly scheduled meeting on March 17, 2020, introduced Ordinance No. 1126 and placed it on the next regular agenda for adoption.

ORDINANCE NO. 1126

“AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF PARAMOUNT, CALIFORNIA, AMENDING SECTIONS 10-1, 10-2, 15-1, 27-1 AND 32-1 OF THE PARAMOUNT MUNICIPAL CODE, ADOPTING BY REFERENCE THE 2019 CALIFORNIA BUILDING CODE, RESIDENTIAL CODE, GREEN BUILDING STANDARDS CODE, ELECTRICAL CODE, MECHANICAL CODE, AND PLUMBING CODE WITH LOS ANGELES COUNTY AMENDMENTS AS NOTED IN TITLE-26 AND APPENDIX I AND J, TITLE-27, TITLE-28, TITLE-29, TITLE-30 AND APPENDIX H, AND TITLE-31 PORTIONS THEREOF”

Attached is the agenda report from the March 17, 2020 meeting.

RECOMMENDED ACTION

It is recommended that the City Council read by title only, waive further reading, and adopt Ordinance No. 1126.



To: Honorable City Council

From: John Moreno, City Manager

By: John Carver, Planning Director
Antulio Garcia, Building and Safety Manager

Date: March 17, 2020

**Subject: ORDINANCE NO. 1126
ADOPTING BY REFERENCE THE 2019 CALIFORNIA BUILDING CODE,
RESIDENTIAL CODE, GREEN BUILDING STANDARDS CODE,
ELECTRICAL CODE, MECHANICAL CODE, AND PLUMBING CODE
WITH LOS ANGELES COUNTY AMENDMENTS**

Request

This ordinance is a request to incorporate by reference the 2019 California Building, Residential, Green Building Standards, Electrical, Mechanical, and Plumbing Codes with Los Angeles County Amendments into the City of Paramount Municipal Code. This process is necessary in order to make the Municipal Code compliant and consistent with the California Building Code (and related codes) and Los Angeles County Amendments sections as specified in Ordinance No. 1126.

State law requires that a certain procedure be followed for adopting the Codes by reference. A first reading was conducted at the February 18, 2020 City Council meeting, and the public hearing and introduction is set for this evening.

Background

The intent and purpose of the Building, Residential, Green Building Standards, Electrical, Mechanical, and Plumbing Codes are to establish the minimum requirements to safeguard the public safety, health, and general welfare. The Building and Safety Division of the Planning Department reviews construction plans and related documents. Building and Safety staff issues permits for the construction, alteration, demolition, and moving of buildings and structures. City building inspectors inspect the properties for which such permits have been issued to ensure construction is consistent with approved plans and the Municipal Code.

RECOMMENDED ACTION

It is recommended that the City Council read by title only, waive further reading, introduce Ordinance No. 1126, and place it on the next regular agenda for adoption.

CITY OF PARAMOUNT
LOS ANGELES COUNTY, CALIFORNIA

ORDINANCE NO. 1126

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF PARAMOUNT, CALIFORNIA, AMENDING SECTIONS 10-1, 10-2, 15-1, 27-1 AND 32-1 OF THE PARAMOUNT MUNICIPAL CODE, ADOPTING BY REFERENCE THE 2019 CALIFORNIA BUILDING CODE, RESIDENTIAL CODE, GREEN BUILDING STANDARDS CODE, ELECTRICAL CODE, MECHANICAL CODE, AND PLUMBING CODE WITH LOS ANGELES COUNTY AMENDMENTS AS NOTED IN TITLE-26 AND APPENDIX I AND J, TITLE-27, TITLE-28, TITLE-29, TITLE-30 AND APPENDIX H, AND TITLE-31 PORTIONS THEREOF

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

SECTION 1. Sections 10-1, 10-2, 15-1, 27-1 and 32-1 are hereby amended in their entirety as follows:

Sec. 10-1. 2019 California Building Code with County Amendments Adopted.

There is adopted by reference, except as hereinafter amended, that certain building codes known and designated as the 2019 California Building Code with Los Angeles County amendments as noted in Los Angeles County Building Code Title 26 and Appendices I and J, Los Angeles County Residential Code Title 30 and Appendix H, and Los Angeles County Green Building Standards Code Title 31. Such codes shall be the Building Code, Residential Code, and Green Building Standards Code of the City of Paramount regulating the erection, construction, enlargement, alteration, repair, moving, removal, demolition, conversion, occupancy, use, height, area, maintenance of all buildings, structures, and real property and certain equipment therein specifically regulated in grading within the city and providing for the issuance of permits and the collection of fees therefore and providing for violation of such codes.

One copy of the 2019 California Building Code, Residential Code, and Green Building Standards Code with County Amendments has been deposited in the office of the city clerk, and shall be at all times maintained by the clerk for the use and examination by the public.

Said edition of the 2019 California Building Code with County Amendments, except as hereinafter amended, is the Building Code of the City of Paramount as set forth in this chapter.

Sec. 10-2. Amendments to the County Building Code Amendments.

- (a) Section 101 of such Los Angeles County Building Code is amended to read:

Section 101.1 Title. Chapter 10, shall be known as the Building Code, Residential Code, and Green Building Standards Code. Existing Building Code may be cited as such and will be referred to herein as this Code. The provisions of said Chapter 10 applying to dwellings lodging houses, hotels, apartment houses, convents, monasteries or other uses classified by this Code as Group R Occupancy and including Chapters 1, 2, and 98 and 99 may be cited as the Housing Code.

- (b) Section 104 of such Los Angeles County Building Code is amended to read:

Sec. 104.3. Definitions. Whenever any of the names or terms defined in this Section are used in this Code, each such name or term shall be deemed and construed to have the meaning ascribed to it in this Section.

Board of Appeals shall mean the Public Safety Commission established by Article III, Section 2-48 of the Paramount Municipal Code.

Building Department shall mean the Planning Department of the City of Paramount.

Building Official shall mean Planning Director of the City of Paramount.

City shall mean the City of Paramount except in Section 101.3 of said Building Code.

County of Los Angeles or unincorporated territory of Los Angeles shall mean the City of Paramount.

County Engineer shall mean the City Engineer of the City of Paramount.

Electrical Code shall mean Chapter 15 of the Paramount Municipal Code.

General Fund shall mean the City Treasury of the City of Paramount.

Legislative Body shall mean the City Council of the City of Paramount.

Health Code or Los Angeles County Health Code shall mean Chapter 24 of the Paramount Municipal Code.

Health Officer shall mean the Health Officer of the City of Paramount.

Mechanical Code shall mean Chapter 27 of the Paramount Municipal Code.

Plumbing Code shall mean Chapter 32 of the Paramount Municipal Code.

Special Inspector shall mean a person holding a valid Certificate of Registration issued by the International Code Council (ICC) as set forth in Section 108.6 of said Los Angeles County Building Code.

Sec. 15-1. 2019 California Electrical Code with County Amendments adopted.

There is hereby adopted by reference, except as hereinafter provided, that certain Electrical Code known and designated as the 2019 California Electrical Code and Los Angeles County Electrical Code Title 27 Amendments and such code shall become the Electrical Code of the city regulating the installation, arrangement, alteration, repair, use, and operation of electrical wiring, connections, fixtures, and other electrical appliances on premises within the city and providing for the issuance of permits and the collection of fees therefore.

One copy of said 2019 California Electrical Code with County Amendments has been deposited in the office of the city clerk and shall be at all times maintained by the clerk for use and examination by the public.

Said edition of the 2019 California Electrical Code with County Amendments except as hereinafter amended, is the Electrical Code of the city as set in this chapter.

Sec. 27-1. 2019 California Mechanical Code with County Amendments adopted.

There is hereby adopted by reference, except as hereinafter provided, that certain Mechanical Code known and designated as the 2019 California Mechanical Code and Los Angeles County Mechanical Code Title 29 Amendments, and such code shall be and become the Mechanical Code of the city, providing for the issuance of permits and the collection of fees therefore and providing penalties for violation of such code.

One copy of said 2019 California Mechanical Code with County Amendments has been deposited in the office of the city clerk of the city and shall be at all times maintained by said clerk for use and examination by the public.

Said edition of the 2019 California Mechanical Code with County Amendments except as hereinafter amended, is the Mechanical Code of the City of Paramount as set forth in this chapter.

Sec. 32-1. 2019 California Plumbing Code with County Amendments adopted.

There is hereby adopted by reference, except as hereinafter provided, that certain Plumbing Code known and designated as the 2019 California Plumbing Code and Los Angeles County Title 28 Amendments, such code shall become the Plumbing Code of the city, regulating plumbing and drainage systems, house sewers, private sewage disposal systems, and prescribing conditions under which such work may be carried on within the city and providing for the issuance of permits and the collection of fees therefore.

One copy of said 2019 California Plumbing Code with County Amendments has been deposited in the office of the city clerk of the city and shall be at all times maintained by said clerk for use and examination by the public.

Said edition of the 2019 California Plumbing Code with County Amendments except as hereinafter amended, is the Plumbing Code of the city as set in this chapter.

SECTION 2. California Environmental Quality Act (CEQA). This ordinance is exempt from CEQA pursuant to CEQA Guidelines Section 15305, minor alterations in land use limitations in areas with an average slope of less than 20% that do not result in any changes in land use or density and Section 15061(b)(3) which is the general rule that CEQA applies only to projects which have the potential for causing a significant effect on the environment and CEQA does not apply where it can be seen with certainty that there is no possibility that the activity may have a significant effect on the environment.

SECTION 3. If any section, subsection, subdivision, sentence, clause, phrase or portion of this 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 Ordinance. The City Council hereby declares that it would have adopted this 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 4. This Ordinance shall be certified as to its adoption by the City Clerk and shall be published once in the Paramount Journal within 15 days after its adoption together with the names and members of the City Council voting for and against the Ordinance.

PASSED, APPROVED and ADOPTED by the City Council of the City of Paramount this 7th day of April 2020.

Mayor

ATTEST

Heidi Luce, City Clerk

APRIL 7, 2020

ORDINANCE NO. 1127

“AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF PARAMOUNT AMENDING SECTION 29-6.4 OF CHAPTER 29, ARTICLE II OF THE PARAMOUNT MUNICIPAL CODE GRANTING AUTHORITY TO LIMIT OR PROHIBIT STOPPING, STANDING OR PARKING IN DESIGNATED TOW AWAY ZONES”

MOTION IN ORDER:

READ BY TITLE ONLY, WAIVE FURTHER READING, AND ADOPT ORDINANCE NO. 1127.

MOTION:

MOVED BY: _____

SECONDED BY: _____

☐ APPROVED

☐ DENIED

ROLL CALL VOTE:

AYES: _____

NOES: _____

ABSENT: _____

ABSTAIN: _____



To: Honorable City Council
From: John Moreno, City Manager
By: Heidi Luce, City Clerk
Date: April 7, 2020

Subject: ORDINANCE NO. 1127

The City Council, at its regularly scheduled meeting on March 17, 2020, introduced Ordinance No. 1127 and placed it on the next regular agenda for adoption.

ORDINANCE NO. 1127

“AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF PARAMOUNT AMENDING SECTION 29-6.4 OF CHAPTER 29, ARTICLE II OF THE PARAMOUNT MUNICIPAL CODE GRANTING AUTHORITY TO LIMIT OR PROHIBIT STOPPING, STANDING OR PARKING IN DESIGNATED TOW AWAY ZONES”

Attached is the agenda report from the March 17, 2020 meeting.

RECOMMENDED ACTION

It is recommended that the City Council read by title only, waive further reading, and adopt Ordinance No. 1127.



To: Honorable City Council
From: John Moreno, City Manager
By: Adriana Lopez, Public Safety Director
Anthony Martinez, Management Analyst II
Date: March 17, 2020

Subject: ORDINANCE NO. 1127 – AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF PARAMOUNT AMENDING SECTION 29-6.4 OF CHAPTER 29, ARTICLE II OF THE PARAMOUNT MUNICIPAL CODE GRANTING AUTHORITY TO LIMIT OR PROHIBIT STOPPING, STANDING OR PARKING IN DESIGNATED TOW AWAY ZONES

Background

In 1983, the City Council adopted Ordinance No. 556, which created the first resident permit parking area in Paramount under Chapter 29, Section 29-6.4. The ordinance required that all vehicles parked on 1st, 2nd, and 3rd Streets and Orizaba, Jetmore, and Wiemer Avenues between Paramount Boulevard and Indiana Avenue display an authorized parking permit from November 15 to January 1 of each year between 7:00 a.m. to 11:30 p.m. The City Council adopted the ordinance after residents reported an overburdening traffic flow from the Paramount Swap Meet patrons who were causing a parking hindrance against local residents.

In 1988, land developers constructed a three-story condominium complex at 14819 Downey Avenue. The condominium complex was structurally positioned on 2nd Street with vehicle and pedestrian entry/exit points directly off 2nd Street. 14819 Downey Avenue was constructed with 90 units each with two-vehicle garage ports including guest parking.

In 2001, the City Council adopted Ordinance No. 930, which amended the permit parking area and permit parking enforcement period of Chapter 29, Section 29-6.4(a). The ordinance required that all vehicles parked on 1st, 2nd, and 3rd Streets and Orizaba, Jetmore, Wiemer, and Indiana Avenues between *Paramount Boulevard and Downey Avenue* display an authorized parking permit *at any time of the year*.

The City Council amended Chapter 29-6.4(a) after residents reported a continual overburdening traffic flow from Paramount High School patrons who were causing a parking hindrance against local residents. Ordinance No. 930 authorized parking permits for all residential units on the described streets, but did not include 14819 Downey Avenue as a “described street.”

Discussion

Ordinance No. 930 as described in Chapter 29, Section 29-6.4(a), does not allow residents of 14819 Downey Avenue to obtain parking permits. Since the ordinance prohibits residents of 14819 Downey Avenue to park on 1st, 2nd, and 3rd Streets and Orizaba, Jetmore, Wiemer, and Indiana Avenues between Paramount Boulevard and Downey Avenue without an authorized parking permit, they are limited to park in their designated private parking stalls. The nearest on street parking for residents of 14819 Downey Avenue is along the 8300-8400 blocks of Somerset Boulevard, which is a quarter mile away. Additionally, the marked red curbs along the 14800-14900 blocks of Downey Avenue only allow for first responder parking.

From 2002 to 2019, the Public Safety Department issued parking permits to residents of 14819 Downey Avenue under the department's authority. So in practice, residents of 14819 Downey Avenue were participating in the Resident Permit parking program for seventeen years.

In 2019, the City Council adopted Resolution No. 19:028, which restructured the parking permit distribution guidelines. The resolution authorized the Public Safety Department to purge the old parking permits for the new parking permits. From October 2019 to April 2020, the Public Safety Department gave qualified residents the opportunity to replace their old parking permits with new parking permits before enforcing the parking permit laws. After April 30, 2020, the old parking permits held by residents of 14819 Downey Avenue will no longer be valid.

Feedback

From September 2019 to February 2020, the Public Safety Department received several parking permit requests from residents of 14819 Downey, including a resident who expressed dissatisfaction of the permit parking restrictions during the January 14, 2020 City Council meeting.

Proposal

Staff proposes to incorporate 14819 Downey Avenue into Chapter 29, Section 29-6.4(a), which will allow residents to continue receiving permits to park on 1st, 2nd, and 3rd Streets and Orizaba, Jetmore, Wiemer, and Indiana Avenues between Paramount Boulevard and Downey Avenue. In order to allow residents of 14819 Downey Avenue to park with an authorized parking permit on 1st, 2nd, and 3rd Streets and Orizaba, Jetmore, Wiemer, and Indiana Avenues between Paramount Boulevard and Downey Avenue, the City Council must amend Chapter 29, Section 29-6.49(a) of the Paramount Municipal Code by adopting Ordinance No. 1127.

RECOMMENDED ACTION

It is recommended that the City Council read by title only, waive further reading, and introduce Ordinance No 1127; and place it on the next regular agenda for adoption.

H:\MANAGEMENT\WP\COUNCIL REPORTS\ORDINANCE NO. 1127 REPORT 03.17.20.DOCX

CITY OF PARAMOUNT
LOS ANGELES COUNTY, CALIFORNIA

ORDINANCE NO. 1127

“AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF
PARAMOUNT AMENDING SECTION 29-6.4 OF CHAPTER 29,
ARTICLE II OF THE PARAMOUNT MUNICIPAL CODE GRANTING
AUTHORITY TO LIMIT OR PROHIBIT STOPPING, STANDING OR
PARKING IN DESIGNATED TOW AWAY ZONES”

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

SECTION 1. Subsection (a) of Section 29-6.4 of Chapter 29, Article II of the
Paramount Municipal Code is hereby amended to include 14819 Downey Avenue as
follows:

“(a) On all Saturdays and Sundays of the year and from November 15 to January 1 of
each year between the hours of 7:00 a.m. and 11:30 p.m., a person shall not
park or let stand any vehicle, on Colorado Avenue between Somerset Boulevard
and Jefferson Street, on Vermont Avenue between Somerset Boulevard and
Jefferson Street, on Adams Street between Colorado Avenue and Vermont
Avenue and on Clearwater Place unless such vehicle displays a permit
authorized hereunder.

Except as authorized in this subsection (a), at any time throughout the year, a
person shall not park or let stand any vehicle, unless such vehicle displays a
permit authorized hereunder on 1st, 2nd, 3rd Streets and 14819 Downey Avenue,
being public streets, between Paramount Boulevard and Downey Avenue. On
Orizaba Avenue between Somerset Boulevard and 3rd Street, on Indiana
Avenue between Somerset Boulevard and 3rd Street, on Jetmore Avenue
between 3rd Street and Weimer Avenue, and on Weimer Avenue between 3rd
Street and Jetmore Avenue.”

SECTION 2. The City Manager, or his designee, is directed to clearly post
limited parking signs effectuating Section 29-6.4 (a), as amended, to give notice that
this Section is in effect.

SECTION 3. Authority. This Ordinance is adopted pursuant to the provisions of
Section 22507 of the California Vehicle Code.

SECTION 4. CEQA. This 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 5. Severability. If any section, subsection, sentence, clause, phrase, or portion of this 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 Ordinance. The City Council of this City hereby declares that it would have adopted this Ordinance and each section, subsection, sentence, clause or phrase, or portion thereof, irrespective of the fact that anyone or more sections, subsections, clauses, phrases, or portions are declared invalid or unconstitutional.

SECTION 6. Effective Date. This Ordinance, as amended to include 14819 Downey Avenue, shall take full force and effect thirty (30) days after its adoption. All other parking restrictions contained within Subsection (a) of Section 29-6.4 shall remain in effect.

SECTION 7. The City Clerk shall certify to the adoption of this Ordinance and shall cause the same to be posted as required by law.

PASSED, APPROVED AND ORDAINED by the City Council of the City of Paramount this 7th day of April 2020.

Tom Hansen, Mayor

ATTEST:

Heidi Luce, City Clerk

APRIL 7, 2020

RESOLUTION NO. 20:007

"A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PARAMOUNT, CALIFORNIA, RECITING THE FACT OF THE GENERAL MUNICIPAL ELECTION CONSOLIDATED WITH THE PRESIDENTIAL PRIMARY ELECTION HELD ON MARCH 3, 2020 AND DECLARING THE RESULTS AND SUCH OTHER MATTERS AS PROVIDED BY LAW"

MOTION IN ORDER:

READ BY TITLE ONLY AND ADOPT RESOLUTION NO. 20:007.

MOTION:

MOVED BY: _____

SECONDED BY: _____

[] APPROVED

[] DENIED

ROLL CALL VOTE:

AYES: _____

NOES: _____

ABSENT: _____

ABSTAIN: _____



To: Honorable City Council
From: John Moreno, City Manager
By: Heidi Luce, City Clerk
Date: April 7, 2020

**Subject: RESOLUTION NO. 20:007
DECLARING THE RESULTS OF THE GENERAL MUNICIPAL ELECTION
CONSOLIDATED WITH THE PRESIDENTIAL PRIMARY ELECTION
HELD ON MARCH 3, 2020**

The City of Paramount conducted its General Municipal Election, consolidated with the Presidential Primary Election, on Tuesday, March 3, 2020. In accordance with Section 15300 et seq. of the California Elections Code, the Los Angeles County Registrar-Recorder/County Clerk canvassed the returns of votes cast for each elective office and the ballot measure (Measure Y Paramount Public Safety/Local Control Measure) and certified the results on March 27, 2020.

As shown in Final Official Statement of Votes Cast, the following candidates were elected:

- Isabel Aguayo
- Brenda Olmos
- Vilma Cuellar Stallings

And, Measure Y was adopted by the voters.

In accordance with Sections 10262 and 10263 of the Elections Code, Resolution No. 20:007, reciting the fact of the election and declaring the results of the election and such other matters as provided by law, has been prepared for adoption by the City Council, and the Los Angeles County Registrar-Recorder/County Clerk's "Certificate of the Canvass of the Election Returns" and the "Final Official Statement of Votes Cast by Precinct" are attached as Exhibit A.

RECOMMENDED ACTION

It is recommended that the City Council read by title only and adopt Resolution No. 20:007, reciting the fact of the City of Paramount's Consolidated Municipal Election held in Paramount on March 3, 2020 and declaring the results and such other matters as provided by the provisions of the law.

CF 45.2

CITY OF PARAMOUNT
LOS ANGELES COUNTY, CALIFORNIA

RESOLUTION NO. 20:007

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF
PARAMOUNT, CALIFORNIA, RECITING THE FACT OF THE GENERAL
MUNICIPAL ELECTION CONSOLIDATED WITH THE PRESIDENTIAL
PRIMARY ELECTION HELD ON MARCH 3, 2020 AND DECLARING THE
RESULTS AND SUCH OTHER MATTERS AS PROVIDED BY LAW

WHEREAS, a General Municipal Election consolidated with the Presidential Primary election was held and conducted in the City of Paramount, California, on Tuesday, March 3, 2020, as required by law; and

WHEREAS, notice of the election was given in time, form and manner as provided by law; that voting precincts were properly established; that election officers were appointed; and that in all respects the election was held and conducted and the votes were cast, received and canvassed and the returns made and declared in time, form and manner as required by the provisions of the Elections Code of the State of California for the holding of elections in general law cities; and

WHEREAS, the Los Angeles County Registrar-Recorder/County Clerk canvassed the returns of the election and has certified the results to the City Council, the results are received, attached and made a part hereof as Exhibit A.

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

SECTION 1. The above recitations are true and correct.

SECTION 2. That the whole number of ballots cast in the precincts in the City, including provisional ballots, was 3,969; the whole number of Vote By Mail ballots cast in the City was 2,556, making a total of 6,525 ballots cast in the City.

SECTION 3. That the names of the persons voted for at the election for Member of the City Council are as follows: Isabel Aguayo, Vilma Cuellar Stallings, Moses Huerta, Cesar Flores, Brenda Olmos, Ardivan Davari, Jose De Leon, Austin R. Moreno, Alvin Parks, Rebecca Perez, Alfredo Banuelos, Luis Bautista and Allen Gomez; and that the measure voted upon at the election is as follows: Measure Y Paramount Public Safety/Local Control Measure.

SECTION 4. That the number of votes given at each precinct and the number of votes given in the City to each of the persons named above for the respective offices for which the persons were candidates and for and against Measure Y are as listed in Exhibit A attached.

SECTION 5. The City Council does declare and determine that as a result of the election:

- ❖ Isabel Aguayo was elected as Member of the City Council for the full term of four years.
- ❖ Brenda Olmos was elected as Member of the City Council for the full term of four years.
- ❖ Vilma Cuellar Stallings was elected as Member of the City Council for the full term of four years.
- ❖ A majority of the voters voting on Measure Y did vote in favor of it, and that Measure Y carried, and shall be deemed approved and ratified.

SECTION 6. The City Clerk shall enter on the records of the City Council of the City a statement of the results of the election showing: 1) the whole number of ballots cast in the City, 2) the names of the persons voted for, 3) the measure voted upon; 4) for what office each person was voted for, 4) the number of votes given at each precinct to each person and for and against the measure, and 5) the total number of votes given to each person and for and against each measure.

SECTION 7. That the City Clerk shall immediately make and deliver to each of the persons so elected a Certificate of Election signed by the City Clerk and authenticated; that the City Clerk shall also administer to each person elected the Oath of Office prescribed in the Constitution of the State of California and shall have them subscribe to it and file it in the Office of the City Clerk. Each and all of the persons so elected shall then be inducted into the respective office to which they have been elected.

SECTION 8. That the City Clerk shall certify to the passage and adoption of this resolution and enter it into the book of original resolutions.

SECTION 9. This Resolution shall take effect immediately upon its adoption.

PASSED, APPROVED, and ADOPTED by the City Council of the City of Paramount this 7th day of April 2020.

Tom Hansen, Mayor

ATTEST:

Heidi Luce, City Clerk

Resolution No. 20:007

EXHIBIT A

- Certificate of the Canvass of the Election Returns
- Final Official Statement of Votes Cast By Precinct

Los Angeles County
Registrar-Recorder/County Clerk

Certificate of the Canvass of the Election Returns

I, DEAN C. LOGAN, Registrar-Recorder/County Clerk of the County of Los Angeles, of the State of California, DO HEREBY CERTIFY that pursuant to the provisions of Section 15300 et seq. of the California Elections Code, I did canvass the returns of the votes cast for each elective office and/or measure(s) for

Paramount City

at the Presidential Primary Election, held on the 3rd day of March, 2020.

I FURTHER CERTIFY that the Statement of Votes Cast, to which this certificate is attached, shows the total number of ballots cast in said jurisdiction, and that the whole number of votes cast for each candidate and/or measure(s) in said jurisdiction in each of the respective precincts therein, and the totals of the respective columns and the totals as shown for each candidate and/or measure(s) are full, true and correct.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my seal this 27th day of March, 2020.



Dean C Logan
DEAN C. LOGAN
Registrar-Recorder/County Clerk
County of Los Angeles

FINAL OFFICIAL STATEMENT OF VOTES CAST BY PRECINCT			PARAMOUNT CITY GEN MUNI COUNCILMEMBER											
LOCATION	REGIST- RATION	BALLOTS CAST	ISABEL AGUAYO	V CUELLAR STALLINGS	MOSES HUERTA	CESAR FLORES	BRENDA OLMOS	ABDAN DAVARI	JOSE DE LEON	AUSTIN R MORENO	ALVIN PARKS	REBECCA PEREZ	ALFREDO BANUELOS	LUIS BAUTISTA
PARAMOUNT - 5100001A		321	99	75	43	56	133	28	65	11	13	55	22	44
VOTE BY MAIL	SERIAL 1113	202	52	55	27	26	107	21	31	8	11	49	15	33
TOTAL		1815	523	151	130	70	240	49	96	19	24	104	37	77
PARAMOUNT - 5100002A		349	102	84	37	75	145	23	61	13	12	33	33	42
VOTE BY MAIL	SERIAL 1114	214	51	50	13	33	100	21	46	9	10	27	22	33
TOTAL		2114	563	153	134	50	245	44	107	22	22	60	55	75
PARAMOUNT - 5100003B		251	70	55	36	50	117	13	37	8	7	35	15	50
VOTE BY MAIL	SERIAL 1115	107	20	22	9	13	54	8	18	2	2	21	16	23
TOTAL		1724	358	90	77	45	171	21	55	10	9	56	31	73
PARAMOUNT - 5100004A*		1	0	0	0	0	0	0	0	0	0	0	0	0
VOTE BY MAIL	SERIAL 6139	4	0	1	1	2	3	1	1	1	0	0	0	0
TOTAL		19	5	0	1	2	3	1	1	1	0	0	0	0
PARAMOUNT - 5100006A		318	100	85	47	56	128	21	61	19	15	41	20	64
VOTE BY MAIL	SERIAL 1116	212	48	60	26	30	105	22	32	6	16	50	10	48
TOTAL		1930	530	148	145	73	233	43	93	25	31	91	30	112
PARAMOUNT - 5100007B		419	112	80	65	64	152	48	55	10	23	83	32	89
VOTE BY MAIL	SERIAL 1117	305	81	83	38	52	135	44	38	15	18	63	14	59
TOTAL		2048	724	193	163	103	287	92	93	25	41	146	46	148
PARAMOUNT - 5100008A		265	76	52	22	62	90	25	34	9	6	31	24	47
VOTE BY MAIL	SERIAL 1118	200	45	49	15	20	100	24	37	5	5	39	22	52
TOTAL		1880	465	121	101	37	190	49	71	14	11	70	46	99
PARAMOUNT - 5100011B		294	77	71	29	54	116	30	50	10	10	34	28	38
VOTE BY MAIL	SERIAL 1119	186	56	44	14	29	99	17	37	4	3	22	13	30
TOTAL		1898	480	133	115	43	215	47	87	14	13	56	41	68
PARAMOUNT - 5100013A		320	90	76	50	56	134	21	48	10	11	31	20	51
VOTE BY MAIL	SERIAL 1120	217	60	50	28	49	112	18	42	8	15	20	12	39
TOTAL		1916	537	150	126	78	246	39	90	18	26	51	32	90
PARAMOUNT - 5100014A		372	103	99	59	52	173	23	56	12	13	36	23	58
VOTE BY MAIL	SERIAL 1121	295	103	104	42	28	156	13	42	17	12	28	21	47
TOTAL		1927	667	206	203	101	329	36	98	29	25	64	44	105
PARAMOUNT - 5100016A		182	56	51	23	19	86	17	39	3	2	37	12	50
VOTE BY MAIL	SERIAL 1122	99	24	28	15	9	36	12	18	4	4	27	5	13
TOTAL		967	281	80	79	38	122	29	57	7	6	64	17	63
PARAMOUNT - 5100020A		301	78	79	45	47	117	38	35	8	7	49	14	69
VOTE BY MAIL	SERIAL 1123	171	51	33	15	23	73	28	34	7	6	26	17	26
TOTAL		1885	472	129	112	60	190	66	69	15	13	75	31	95
PARAMOUNT - 5100021A		243	82	51	28	58	90	16	41	16	9	17	36	24
VOTE BY MAIL	SERIAL 1124	126	25	34	14	20	62	14	12	4	7	16	11	16
TOTAL		1515	369	107	85	42	152	30	53	20	16	33	47	40
PARAMOUNT - 5100036A		333	100	77	52	55	154	44	49	9	10	58	14	94
VOTE BY MAIL	SERIAL 1125	218	53	48	23	33	114	17	36	8	9	53	14	46
TOTAL		1960	551	153	125	75	268	61	85	17	19	111	28	140

[illegible]

[illegible]

APRIL 7, 2020

OATH OF OFFICE

TO BE ADMINISTERED BY THE CITY CLERK TO THE
COUNCILMEMBERS ELECTED MARCH 3, 2020

CERTIFICATES OF ELECTION

TO BE PRESENTED BY THE CITY MANAGER TO THE
COUNCILMEMBERS ELECTED MARCH 3, 2020

APRIL 7, 2020

REORGANIZATION OF THE CITY COUNCIL

CITY CLERK	<p>OPEN NOMINATIONS FOR OFFICE OF MAYOR</p> <p>_____ nominated _____ for Mayor (NO SECOND REQUIRED)</p> <p>ROLL CALL VOTE FOR _____ AS MAYOR</p> <p>AYES: _____</p> <p>NOES: _____</p> <p>ABSENT: _____</p> <p>ABSTAIN: _____</p>
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MAYOR	<p>OPEN NOMINATIONS FOR OFFICE OF VICE MAYOR</p> <p>_____ nominated _____ for Vice Mayor (NO SECOND REQUIRED)</p> <p>ROLL CALL VOTE FOR _____ AS VICE MAYOR</p> <p>AYES: _____</p> <p>NOES: _____</p> <p>ABSENT: _____</p> <p>ABSTAIN: _____</p>
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APRIL 7, 2020

A. RESOLUTION NO. 20:008

“A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PARAMOUNT AUTHORIZING THE CITY MANAGER TO EXECUTE AGREEMENTS WITH THE CALIFORNIA DEPARTMENT OF TAX AND FEE ADMINISTRATION FOR IMPLEMENTATION OF A LOCAL TRANSACTIONS AND USE TAX”

MOTION IN ORDER:

READ BY TITLE ONLY AND ADOPT RESOLUTION NO. 20:008.

<u>MOTION:</u>	<u>ROLL CALL VOTE:</u>
MOVED BY: _____	AYES: _____
SECONDED BY: _____	NOES: _____
[] APPROVED	ABSENT: _____
[] DENIED	ABSTAIN: _____

B. RESOLUTION NO. 20:009

“A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PARAMOUNT AUTHORIZING EXAMINATION OF SALES, USE AND TRANSACTIONS TAX RECORDS”

CONTINUED... PLEASE TURN PAGE

MOTION IN ORDER:

READ BY TITLE ONLY AND ADOPT RESOLUTION NO. 20:009.

<u>MOTION:</u>	<u>ROLL CALL VOTE:</u>
MOVED BY: _____	AYES: _____
SECONDED BY: _____	NOES: _____
<input type="checkbox"/> APPROVED	ABSENT: _____
<input type="checkbox"/> DENIED	ABSTAIN: _____

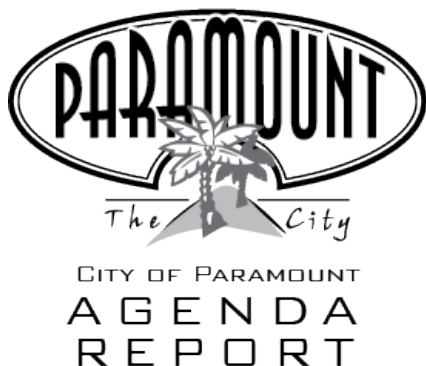
C. AGREEMENT

“AGREEMENT FOR TRANSACTIONS TAX AUDIT AND
INFORMATION SERVICES”

MOTION IN ORDER:

APPROVE THE AGREEMENT FOR TRANSACTIONS TAX AUDIT
AND INFORMATION SERVICES.

<u>MOTION:</u>	<u>ROLL CALL VOTE:</u>
MOVED BY: _____	AYES: _____
SECONDED BY: _____	NOES: _____
<input type="checkbox"/> APPROVED	ABSENT: _____
<input type="checkbox"/> DENIED	ABSTAIN: _____



To: Honorable City Council
From: John Moreno, City Manager
By: Karina Lam, Finance Director
Date: April 7, 2020

Subject: Measure Y Implementation

**RESOLUTION NO. 20:008
AUTHORIZING THE CITY MANAGER TO EXECUTE AGREEMENTS
WITH THE CALIFORNIA DEPARTMENT OF TAX AND FEE
ADMINISTRATION FOR IMPLEMENTATION OF A LOCAL
TRANSACTIONS AND USE TAX**

**RESOLUTION NO. 20:009
AUTHORIZING EXAMINATION OF SALES, USE AND TRANSACTIONS
TAX RECORDS**

**AGREEMENT FOR TRANSACTIONS TAX AUDIT AND INFORMATION
SERVICES**

Earlier this evening, the City Council took action to declare the results of the general municipal election held in the City of Paramount on March 3, 2020 at which a transaction and use tax (Measure Y) was approved by the voters. Pursuant to Revenue and Taxation Code section 7265, the tax is scheduled to become operative on July 1, 2020. In order to implement the new tax, the CA Department of Tax and Fee Administration requires the following actions be taken by the City Council:

- a) Adopt Resolution No. 20:008 – Authorizing the City Manager to execute agreements with the California Department of Tax and Fee Administration for implementation of a Local Transactions and Use Tax, including the “Preparatory Agreement” attached as Exhibit A and the “Administrative Agreement” attached as Exhibit B.
- b) Adopt Resolution No. 20:009 – Authorizing examination of sales, use and transactions tax records.
- c) Approve the Agreement for Transactions Tax Audit and Information Services.

RECOMMENDED ACTION

It is recommended that the City Council read by title only and adopt Resolution Nos. 20:008 and 20:009 and approve the Agreement for Transactions Tax Audit and Information Services.

CITY OF PARAMOUNT
LOS ANGELES COUNTY, CALIFORNIA

RESOLUTION NO. 20:008

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PARAMOUNT AUTHORIZING THE CITY MANAGER TO EXECUTE AGREEMENTS WITH THE CALIFORNIA DEPARTMENT OF TAX AND FEE ADMINISTRATION FOR IMPLEMENTATION OF A LOCAL TRANSACTIONS AND USE TAX.

WHEREAS, on March 3, 2020 the City Council approved Ordinance No. 1128 amending the City Municipal Code and providing for a local transactions and use tax; and

WHEREAS, the California Department of Tax and Fee Administration (Department) administers and collects the transactions and use taxes for all applicable jurisdictions within the state; and

WHEREAS, the Department will be responsible to administer and collect the transactions and use tax for the City; and

WHEREAS, the Department requires that the City enter into a "Preparatory Agreement" and an "Administration Agreement" prior to implementation of said taxes, and

WHEREAS, the Department requires that the City Council authorize the agreements;

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

SECTION 1. The above recitations are true and correct.

SECTION 2. The "Preparatory Agreement" attached as Exhibit A and the "Administrative Agreement" attached as Exhibit B are hereby approved and the City Manager is hereby authorized to execute each agreement.

SECTION 3. This Resolution shall take effect immediately upon its adoption.

PASSED, APPROVED, and ADOPTED by the City Council of the City of
Paramount this 7th day of April 2020.

Mayor

ATTEST:

Heidi Luce, City Clerk

EXHIBIT “A”

PREPARATORY AGREEMENT

RESOLUTION NO. 20:008

AGREEMENT FOR PREPARATION TO ADMINISTER AND OPERATE CITY'S TRANSACTIONS AND USE TAX ORDINANCE

In order to prepare to administer a transactions and use tax ordinance adopted in accordance with the provision of Part 1.6 (commencing with Section 7251) of Division 2 of the Revenue and Taxation Code, the City of Paramount, hereinafter called *City*, and the CALIFORNIA DEPARTMENT OF TAX AND FEE ADMINISTRATION, hereinafter called *Department*, do agree as follows:

1. The Department agrees to enter into work to prepare to administer and operate a transactions and use tax in conformity with Part 1.6 of Division 2 of the Revenue and Taxation Code which has been approved by a majority of the electors of the City and whose ordinance has been adopted by the City.

2. City agrees to pay to the Department at the times and in the amounts hereinafter specified all of the Department's costs for preparatory work necessary to administer the City's transactions and use tax ordinance. The Department's costs for preparatory work include costs of developing procedures, programming for data processing, developing and adopting appropriate regulations, designing and printing forms, developing instructions for the Department's staff and for taxpayers, and other appropriate and necessary preparatory costs to administer a transactions and use tax ordinance. These costs shall include both direct and indirect costs as specified in Section 11256 of the Government Code.

3. Preparatory costs may be accounted for in a manner which conforms to the internal accounting and personnel records currently maintained by the Department. The billings for costs may be presented in summary form. Detailed records of preparatory costs will be retained for audit and verification by the City.

4. Any dispute as to the amount of preparatory costs incurred by the Department shall be referred to the State Director of Finance for resolution, and the Director's decision shall be final.

5. Preparatory costs incurred by the Department shall be billed by the Department periodically, with the final billing within a reasonable time after the operative date of the ordinance. City shall pay to the Department the amount of such costs on or before the last day of the next succeeding month following the month when the billing is received.

6. The amount to be paid by City for the Department's preparatory costs shall not exceed one hundred seventy-five thousand dollars (\$175,000) (Revenue and Taxation Code Section 7272.)

7. Communications and notices may be sent by first class United States mail. Communications and notices to be sent to the Department shall be addressed to:

California Department of Tax and Fee Administration
P.O. Box 942879 MIC: 27
Sacramento, California 94279-0027

Attention: Supervisor
Local Revenue Branch

Communications and notices to be sent to City shall be addressed to:

8. The date of this agreement is the date on which it is approved by the Department of General Services. This agreement shall continue in effect until the preparatory work necessary to administer City's transactions and use tax ordinance has been completed and the Department has received all payments due from City under the terms of this agreement.

CITY OF PARAMOUNT

CALIFORNIA DEPARTMENT OF
TAX AND FEE ADMINISTRATION

By _____
(Signature)

By _____
Administrator
Local Revenue Branch

(Typed Name)

(Title)

(Rev. 11/17)

EXHIBIT “B”

ADMINISTRATIVE AGREEMENT

RESOLUTION NO. 20:008

AGREEMENT FOR STATE ADMINISTRATION OF CITY TRANSACTIONS AND USE TAXES

The City Council of the City of Paramount has adopted, and the voters of the City of Paramount (hereafter called "City" or "District") have approved by the required majority vote, the City of Paramount Transactions and Use Tax Ordinance (hereafter called "Ordinance"), a copy of which is attached hereto. To carry out the provisions of Part 1.6 of Division 2 of the Revenue and Taxation Code and the Ordinance, the California State Department of Tax and Fee Administration, (hereinafter called the "Department") and the City do agree as follows:

ARTICLE I DEFINITIONS

Unless the context requires otherwise, wherever the following terms appear in the Agreement, they shall be interpreted to mean the following:

1. "District taxes" shall mean the transactions and use taxes, penalties, and interest imposed under an ordinance specifically authorized by Revenue and Taxation code Section 7285.9, and in compliance with Part 1.6, Division 2 of the Revenue and Taxation Code.

2. "City Ordinance" shall mean the City's Transactions and Use Tax Ordinance referred to above and attached hereto, Ordinance No.1128, as amended from time to time, or as deemed to be amended from time to time pursuant to Revenue and Taxation Code Section 7262.2.

ARTICLE II ADMINISTRATION AND COLLECTION OF CITY TAXES

A. Administration. The Department and City agree that the Department shall perform exclusively all functions incident to the administration and operation of the City Ordinance.

B. Other Applicable Laws. City agrees that all provisions of law applicable to the administration and operation of the Department Sales and Use Tax Law which are not inconsistent with Part 1.6 of Division 2 of the Revenue and Taxation Code shall be applicable to the administration and operation of the City Ordinance. City agrees that money collected pursuant to the City Ordinance may be deposited into the State Treasury to the credit of the Retail Sales Tax Fund and may be drawn from that Fund for any authorized purpose, including making refunds, compensating and reimbursing the Department pursuant to Article IV of this Agreement, and transmitting to City the amount to which City is entitled.

C. Transmittal of money.

1. For the period during which the tax is in effect, and except as otherwise provided herein, all district taxes collected under the provisions of the City Ordinance shall be transmitted to City periodically as promptly as feasible, but not less often than twice in each calendar quarter.

2. For periods subsequent to the expiration date of the tax whether by City's self-imposed limits or by final judgment of any court of the State of California holding that City's ordinance is invalid or void, all district taxes collected under the provisions of the City Ordinance shall be transmitted to City not less than once in each calendar quarter.

3. Transmittals may be made by mail or electronic funds transfer to an account of the City designated and authorized by the City. A statement shall be furnished at least quarterly indicating the amounts withheld pursuant to Article IV of this Agreement.

D. Rules. The Department shall prescribe and adopt such rules and regulations as in its judgment are necessary or desirable for the administration and operation of the City Ordinance and the distribution of the district taxes collected thereunder.

E. Preference. Unless the payor instructs otherwise, and except as otherwise provided in this Agreement, the Department shall give no preference in applying money received for state sales and use taxes, state-administered local sales and use taxes, and district transactions and use taxes owed by a taxpayer, but shall apply moneys collected to the satisfaction of the claims of the State, cities, counties, cities and counties, redevelopment agencies, other districts, and City as their interests appear.

F. Security. The Department agrees that any security which it hereafter requires to be furnished by taxpayers under the State Sales and Use Tax Law will be upon such terms that it also will be available for the payment of the claims of City for district taxes owing to it as its interest appears. The Department shall not be required to change the terms of any security now held by it, and City shall not participate in any security now held by the Department.

G. Records of the Department. When requested by resolution of the legislative body of the City under section 7056 of the Revenue and Taxation Code, the Department agrees to permit authorized personnel of the City to examine the records of the Department, including the name, address, and account number of each seller holding a seller's permit with a registered business location in the City, pertaining to the ascertainment of transactions and use taxes collected for the City. Information obtained by the City from examination of the Department's records shall be used by the City only for purposes related to the collection of transactions and use taxes by the Department pursuant to this Agreement.

H. Annexation. City agrees that the Department shall not be required to give effect to an annexation, for the purpose of collecting, allocating, and distributing District transactions and use taxes, earlier than the first day of the calendar quarter which commences not less than two months after notice to the Department. The notice shall include the name of the county or counties annexed to the extended City boundary. In the event the City shall annex an area, the boundaries of which are not coterminous with a county or counties, the notice shall include a description of the area annexed and two maps of the City showing the area annexed and the location address of the property nearest to the extended City boundary on each side of every street or road crossing the boundary.

ARTICLE III

ALLOCATION OF TAX

A. Allocation. In the administration of the Department's contracts with all districts that impose transactions and use taxes imposed under ordinances, which comply with Part 1.6 of Division 2 of the Revenue and Taxation Code:

1. Any payment not identified as being in payment of liability owing to a designated district or districts may be apportioned among the districts as their interest appear, or, in the discretion of the Department, to all districts with which the Department has contracted using ratios reflected by the distribution of district taxes collected from all taxpayers.

2. All district taxes collected as a result of determinations or billings made by the Department, and all amounts refunded or credited may be distributed or charged to the respective districts in the same ratio as the taxpayer's self-declared district taxes for the period for which the determination, billing, refund or credit applies.

B. Vehicles, Vessels, and Aircraft. For the purpose of allocating use tax with respect to vehicles, vessels, or aircraft, the address of the registered owner appearing on the application for registration or on the certificate of ownership may be used by the Department in determining the place of use.

ARTICLE IV

COMPENSATION

The City agrees to pay to the Department as the State's cost of administering the City Ordinance such amount as is provided for by law. Such amounts shall be deducted from the taxes collected by the Department for the City.

ARTICLE V
MISCELLANEOUS PROVISIONS

A. Communications. Communications and notices may be sent by first class United States mail to the addresses listed below, or to such other addresses as the parties may from time to time designate. A notification is complete when deposited in the mail.

Communications and notices to be sent to the Department shall be addressed to:

California State Department of Tax and Fee Administration
P.O. Box 942879
Sacramento, California 94279-0027
Attention: Administrator
Local Revenue Branch

Communications and notices to be sent to the City shall be addressed to:

Finance Department
16400 Colorado Ave.
Paramount, CA 90723

Unless otherwise directed, transmittals of payment of District transactions and use taxes will be sent to the address above.

B. Term. The date of this Agreement is the date on which it is approved by the Department of General Services. The Agreement shall take effect on July 1, 2020. This Agreement shall continue until December 31 next following the expiration date of the City Ordinance, and shall thereafter be renewed automatically from year to year until the Department completes all work necessary to the administration of the City Ordinance and has received and disbursed all payments due under that Ordinance.

C. Notice of Repeal of Ordinance. City shall give the Department written notice of the repeal of the City Ordinance not less than 110 days prior to the operative date of the repeal.

ARTICLE VI
ADMINISTRATION OF TAXES IF THE
ORDINANCE IS CHALLENGED AS BEING INVALID

A. Impoundment of funds.

1. When a legal action is begun challenging the validity of the imposition of the tax, the City shall deposit in an interest-bearing escrow account, any proceeds transmitted to it under Article II. C., until a court of competent jurisdiction renders a final and non-appealable judgment that the tax is valid.

2. If the tax is determined to be unconstitutional or otherwise invalid, the City shall transmit to the Department the moneys retained in escrow, including any accumulated interest, within ten days of the judgment of the trial court in the litigation awarding costs and fees becoming final and non-appealable.

B. Costs of administration. Should a final judgment be entered in any court of the State of California, holding that City's Ordinance is invalid or void, and requiring a rebate or refund to taxpayers of any taxes collected under the terms of this Agreement, the parties mutually agree that:

1. Department may retain all payments made by City to Department to prepare to administer the City Ordinance.

2. City will pay to Department and allow Department to retain Department's cost of administering the City Ordinance in the amounts set forth in Article IV of this Agreement.

3. City will pay to Department or to the State of California the amount of any taxes plus interest and penalties, if any, that Department or the State of California may be required to rebate or refund to taxpayers.

4. City will pay to Department its costs for rebating or refunding such taxes, interest, or penalties. Department's costs shall include its additional cost for developing procedures for processing the rebates or refunds, its costs of actually making these refunds, designing and printing forms, and developing instructions for Department's staff for use in making these rebates or refunds and any other costs incurred by Department which are reasonably appropriate or necessary to make those rebates or refunds. These costs shall include Department's direct and indirect costs as specified by Section 11256 of the Government Code.

5. Costs may be accounted for in a manner, which conforms to the internal accounting, and personnel records currently maintained by the Department. The billings for such costs may be presented in summary form. Detailed records will be retained for audit and verification by City.

6. Any dispute as to the amount of costs incurred by Department in refunding taxes shall be referred to the State Director of Finance for resolution and the Director's decision shall be final.

7. Costs incurred by Department in connection with such refunds shall be billed by Department on or before the 25th day of the second month following the month in which the judgment of a court of the State of California holding City's Ordinance invalid or void becomes final. Thereafter Department shall bill City on or before the 25th of each month for all costs incurred by Department for the preceding calendar month. City shall pay to Department the amount of such costs on or before the last day of the succeeding month and shall pay to Department the total amount of taxes, interest, and penalties refunded or paid to taxpayers, together with Department costs incurred in making those refunds.

CITY OF PARAMOUNT

CALIFORNIA STATE DEPARTMENT OF
TAX AND FEE ADMINISTRATION

By _____
(Signature)

By _____
Administrator
Local Revenue Branch

(Typed Name)

(Title)

CITY OF PARAMOUNT
LOS ANGELES COUNTY, CALIFORNIA

RESOLUTION NO. 20:009

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF
PARAMOUNT AUTHORIZING EXAMINATION OF SALES, USE
AND TRANSACTIONS TAX RECORDS

WHEREAS, pursuant to Ordinance 1128, the City of Paramount entered into a contract with the Department of Tax and Fee Administration to perform all functions incident to the administration and collection of local sales, use and transactions taxes; and

WHEREAS, the City Council of the City of Paramount deems it desirable and necessary for authorized representatives of the City to examine confidential sales, use and transactions tax records of the Department of Tax and Fee Administration pertaining to sales, use and transactions taxes collected by the Department for the City pursuant to that contract; and

WHEREAS, Section 7056 of the California Revenue and Taxation Code sets forth certain requirements and conditions for the disclosure of Department of Tax and Fee Administration records, and establishes criminal penalties for the unlawful disclosure of information contained in, or derived from, the sales, use and transactions tax records of the Department.

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

SECTION 1. The above recitations are true and correct.

SECTION 2. That the City Manager, or other officer or employee of the City designated in writing by the City Manager to the Department of Tax and Fee Administration (hereafter referred to as Department), is hereby appointed to represent the City of Paramount with authority to examine sales, use and transactions tax records of the Department pertaining to sales, use and transactions taxes collected for the City by the Department pursuant to the contract between the City and the Department. The information obtained by examination of Department records shall be used only for purposes related to the collection of City sales, use and transactions taxes by the Department pursuant to that contract.

SECTION 3. That the City Manager, or other officer or employee of the City designated in writing by the City Manager to the Department, is hereby appointed to represent the City with authority to examine those sales, use and transactions tax records of the Department, for purposes related to the following governmental functions of the City:

- (a) City administration
- (b) Revenue management and budgeting
- (c) Community and economic development
- (d) Business license tax administration

The information obtained by examination of Department records shall be used only for those governmental functions of the City listed above.

SECTION 4. That Hinderliter, de Llamas & Associates is hereby designated to examine the sales, use and transactions tax records of the Department pertaining to sales, use and transactions taxes collected for the City by the Department. The person or entity designated by this section meets all of the following conditions:

- (a) has an existing contract with the City to examine those sales, use and transactions tax records;
- (b) is required by that contract to disclose information contained in, or derived from, those sales, use and transactions tax records only to the officer or employee authorized under Sections 1 or 2 of this resolution to examine the information.
- (c) is prohibited by that contract from performing consulting services for a retailer during the term of that contract; and
- (d) is prohibited by that contract from retaining the information contained in, or derived from those sales, use and transactions tax records, after that contract has expired.

The information obtained by examination of Department records shall be used only for purposes related to the collection of City sales, use and transactions taxes by the Department pursuant to the contract between the City and the Department and

for purposes relating to the governmental functions of the City listed in section 2 of this resolution.

SECTION 5. This Resolution shall take effect immediately upon its adoption.

PASSED, APPROVED, and ADOPTED by the City Council of the City of Paramount this 7th day of April 2020.

Mayor

ATTEST:

Heidi Luce, City Clerk

AGREEMENT FOR TRANSACTIONS TAX AUDIT & INFORMATION SERVICES

This Agreement is made and entered into as of the 1st day of July, 2020 by and between the CITY OF Paramount, hereinafter referred to as "CITY" and HINDERLITER, DE LLAMAS AND ASSOCIATES a California Corporation, hereinafter referred to as "CONTRACTOR".

I. RECITALS

WHEREAS, transactions tax revenues can be increased through a system of continuous monitoring, identification and correction of allocation errors and reporting deficiencies, and

WHEREAS, an effective program of transactions and use tax management can provide for more accurate budget forecasting and financial planning; and

WHEREAS, CITY desires the combination of data entry, report preparation, and data analysis necessary to effectively manage its Measure "Y" transactions and use tax base the recovery of revenues either unreported or erroneously allocated to other jurisdictions; and

WHEREAS, CONTRACTOR has the programs, equipment and personnel required to deliver the transactions and use tax related services referenced herein;

THEREFORE, CITY and CONTRACTOR, for the consideration hereinafter described, mutually agree as follows:

II. SERVICES

The CONTRACTOR shall perform the following services:

A. DEFICIENCY/ALLOCATION REVIEWS AND RECOVERY

1. CONTRACTOR shall conduct on-going reviews to identify and correct unreported transactions and use tax payments and distribution errors thereby generating previously unrealized revenue for the CITY. Said reviews shall include:
 - (i) Comparison of county-wide local tax allocations to transactions tax for brick and mortar stores and other cash register-based businesses, where clearly all transactions are conducted on-site within the Measure "Y" CITY boundaries, and therefore subject to transactions tax.
 - (ii) Review of any significant one-time use tax allocations to ensure that there is corresponding transaction tax payments for taxpayers with nexus within the CITY boundaries.

- (iii) Review of state-wide transactions tax allocations and patterns to identify any obvious errors and omissions.
 - (iv) Identification and follow-up with any potentially large purchasers of supplies and equipment (e.g. hospitals, universities, manufacturing plants, agricultural operations, refineries) to ensure that their major vendors are properly reporting corresponding transactions tax payments to the Measure "Y" Transactions Tax District.
- 2. CONTRACTOR will initiate, where the probability of an error exists, contacts with the appropriate taxpayer management and accounting officials to verify whether current tax receipts accurately reflect the local sales activity. Such contacts will be conducted in a professional and courteous manner so as to enhance CITY's relations with the business community.
- 3. CONTRACTOR shall prepare and submit to the Department of Tax and Fee Administration all information necessary to correct any allocation errors and deficiencies that are identified, and shall follow-up with the individual businesses and the California Department of Tax and Fee Administration to ensure that all back quarter payments due the CITY are recovered.

B. DATA BASE MANAGEMENT, REPORTS AND STAFF SUPPORT

- 1. CONTRACTOR shall establish a database containing all applicable Department of Tax and Fee Administration (CDTFA) registration data for each business within the Measure "Y" District boundaries holding a seller's permit account. Said database shall also identify the quarterly transactions and use tax allocations under each account for the most current and previous quarters where available.
- 2. CONTRACTOR shall provide updated reports each quarter identifying changes in allocation totals by individual businesses, business groups and by categories. Quarterly aberrations due to State audits, fund transfers, and receivables, along with late or double payments, will also be identified. Quarterly reconciliation worksheets to assist finance officer with budget forecasting will be included.
- 3. CONTRACTOR shall advise and work with CITY Staff on planning and economic questions related to maximizing revenues, preparation of revenue projections and general information on sales, transactions and use tax questions.
- 4. CONTRACTOR shall make available to CITY the HdL proprietary software program and Measure "Y" database containing all applicable registration and quarterly allocation information for CITY business

outlets registered with the Department of Tax and Fee Administration. The database will be updated quarterly.

III. CONFIDENTIALITY

Section 7056 of the State of California Revenue and Taxation code specifically limits the disclosure of confidential taxpayer information contained in the records of the California Department of Tax and Fee Administration. This section specifies the conditions under which CITY may authorize persons other than CITY officers and employees to examine State Sales, Use and Transactions Tax records.

The following conditions specified in Section 7056 (b), (1) of the State of California Revenue and Taxation Code are hereby made part of this agreement.

- A. CONTRACTOR is authorized by this Agreement to examine sales, use or transactions and use tax records of the Department of Tax and Fee Administration provided to CITY pursuant to contract under the conditions established by the California Revenue and Taxation law.
- B. CONTRACTOR is required to disclose information contained in, or derived from, those sales, use or transactions and use tax records only to an officer or employee of the CITY who is authorized by resolution to examine the information.
- C. CONTRACTOR is prohibited from performing consulting services for a retailer, as defined in California Revenue & Taxation Code Section 6015, during the term of this Agreement.
- D. CONTRACTOR is prohibited from retaining the information contained in, or derived from those sales or transactions and use tax records, after this Agreement has expired. Information obtained by examination of Department of Tax and Fee Administration records shall be used only for purposes related to collection of local sales and use tax or for other governmental functions of the CITY as set forth by resolution adopted pursuant to Section 7056 (b) of the Revenue and Taxation Code. The resolution shall designate the CONTRACTOR as a person, authorized to examine sales and use tax records and certify that this Agreement meets the requirements set forth above and in Section 7056 (b), (1) of the Revenue and Taxation Code.

IV. CONSIDERATION

- A. CONTRACTOR shall be paid \$100 monthly billed quarterly for the transaction district tax reports that we include with the quarterly sales tax analyses. CONTRACTOR shall be paid 25% of the initial amount of new transactions or use tax revenue received by the CITY as a result of audit

and recovery work performed by CONTRACTOR (hereafter referred to as "audit fees"). New revenue shall not include any amounts determined and verified by CITY or CONTRACTOR to be increment attributable to causes other than CONTRACTOR'S work pursuant to this agreement. In the event that CONTRACTOR is responsible for an increase in the tax reported by businesses already properly making tax payments to the CITY, it shall be CONTRACTOR'S responsibility to separate and support the incremental amount attributable to its efforts prior to the application of the audit fee. Said audit fees will apply to state fund transfers received for those specific quarters identified as being missing and/or deficient following completion of the audit by CONTRACTOR and confirmation of corrections by the California Department of Tax and Fee Administration but shall not apply prospectively to any future quarter. CONTRACTOR shall provide CITY with an itemized quarterly invoice showing all formula calculations and amounts due for audit fees.

CONTRACTOR shall obtain prior approval from CITY for each specific business for which payment of audit fees will be expected. Said approval shall be deemed given when the City Manager or his/her designated representative, signs a Work Authorization form, a copy of which is attached as "Exhibit A." CITY shall pay audit fees upon CONTRACTOR'S submittal of evidence of State fund transfers and payments to CITY from businesses identified in the audit and approved by the CITY.

- B. Above sum shall constitute full reimbursement to CONTRACTOR for all direct and indirect expenses incurred by CONTRACTOR in performing audits including the salaries of CONTRACTOR'S employees, and travel expenses connected with contacting local and out-of-state businesses and the Department of Tax and Fee Administration Staff.
- C. Extra work beyond the Scope of Services set forth in this agreement shall not be performed by CONTRACTOR or reimbursed or paid for by CITY unless such extra work is specifically authorized in writing by City Manager or his/her designated representative. CONTRACTOR shall be compensated for any additional services in the amounts and in the manner as agreed to by the CITY and CONTRACTOR at the time the CITY's written authorization is given to CONTRACTOR for the performance of said services.
- D. Any invoices not paid in accordance with the Thirty (30) day payment terms, shall accrue monthly interest at a rate equivalent to ten percent (10%) per annum until paid.
- E. CONTRACTOR unilaterally retains the right to divide any recovery bills in excess of \$25,000 over a one (1) year period (Four (4) quarterly billings).

F. CONTRACTOR shall provide CITY with an itemized quarterly invoice showing all formula calculations and amounts due for the audit fee (including, without limitation, a detailed listing of any corrected misallocations), which shall be paid by CITY no later than 30 days following the invoice date.

VI. CITY MATERIALS AND SUPPORT

CITY shall adopt a resolution in a form acceptable to the California Department of Tax and Fee Administration and in compliance with Section 7056 of the Revenue and Taxation Code, authorizing CONTRACTOR to examine the confidential sales, use, and transactions tax records of CITY. CITY further agrees to continue CONTRACTOR'S authorization to examine the confidential records of the CITY by maintaining CITY's name on the CITY Resolution until such time as all audit adjustments have been completed by the California Department of Tax and Fee Administration and audit fees due the CONTRACTOR have been paid.

VII. LICENSE, PERMITS, FEES AND ASSESMENTS

CONTRACTOR shall obtain such licenses, permits and approvals (collectively the "Permits") as may be required by law for the performance of the services required by this Agreement. CITY shall assist CONTRACTOR in obtaining such Permits, and CITY shall absorb all fees, assessments and taxes which are necessary for any Permits required to be issued by CITY.

VIII. TERMINATION

This Agreement may be terminated for convenience by either party by giving 30 days written notice to the other of such termination and specifying the effective date thereof. Upon the presentation of such notice, CONTRACTOR shall continue to work through the date of termination. Upon termination as provided herein, CONTRACTOR shall be paid the value of all tax analysis and reporting work performed less payments previously made by CITY. In ascertaining the value of the work performed up to the date of termination, consideration shall be given to amounts due for any unpaid invoices, and to businesses identified by CONTRACTOR which make tax payments after termination of this Agreement as a result of CONTRACTOR'S work. After CITY receives said tax payments for such businesses, CONTRACTOR shall be paid the audit fees resulting from tax payments made by the business for back quarter reallocations. Compensation for any audit work previously authorized and satisfactorily performed shall be made at the times provided in the preceding section entitled "Consideration."

All documents, data, surveys and reports prepared by CONTRACTOR pursuant to this Agreement shall be considered the property of the CITY and upon

payment for services performed by CONTRACTOR, such documents and other identified materials shall be delivered to CITY by CONTRACTOR.

IX. INDEPENDENT CONTRACTOR

CONTRACTOR shall perform the services hereunder as an independent contractor and shall furnish such services in his own manner and method, and under no circumstances or conditions shall any agent, servant, or employee of CONTRACTOR be considered as an employee of CITY.

X. COOPERATIVE AGREEMENT

It is intended any other public agency (e.g., city, county, district, public authority, public agency, municipality, or other political subdivision of California) located in the state of California shall have an option to procure identical services as set forth in this Agreement. The CITY of Paramount shall incur no responsibility, financial or otherwise, in connection with orders for services issued by another public agency. The participating public agency shall accept sole responsibility for securing services or making payments to the vendor.

XI. NON-ASSIGNMENT

This Agreement is not assignable either in whole or in part by CONTRACTOR without the written consent of CITY.

XII. ATTORNEY'S FEES

In the event a legal action is commenced to enforce any of the provisions of this Agreement, the prevailing party shall be entitled to recover its costs and reasonable attorney's fees.

XIII. GOVERNING LAW

The laws of the State of California shall govern the rights, obligations, duties and liabilities of the parties to this Agreement and shall also govern the interpretation of this Agreement.

XIV. INDEMNIFICATION

With respect to losses, claims, liens, demands and causes of action arising out of the CITY's use of the results of CONTRACTOR's services as provided to the City pursuant to this Agreement, CONTRACTOR hereby agrees to protect, defend, indemnify, and hold the CITY free and harmless from any and all losses, claims, liens, demands, and causes of action of every kind and character including, but not limited to, the amounts of judgments, penalties, interest, court costs, legal fees, and all other expenses incurred by the CITY arising in favor of

any party, including claims, liens, debts, personal injuries, death, or damages to property (including employees or property of the CITY).

CITY hereby agrees to protect, defend, indemnify, and hold CONTRACTOR free and harmless from any and all losses, claims, liens, demands, and causes of action of every kind and character arising from CONTRACTOR's performance or lack of performance under this Agreement including, but not limited to, the amounts of judgments, penalties, interest, court costs, legal fees, and all other expenses incurred by CONTRACTOR arising in favor of any party, including claims, liens, debts, personal injuries, death, or damages to property (including employees or property of the CONTRACTOR).

Each party to this Agreement agrees to investigate, handle, respond to, provide defense for, and defend at its sole expense any such claims, demand, or suit for which it has agreed to indemnify the other party pursuant to this paragraph. Each party also agrees to bear all other costs and expenses related to its indemnity obligation, even if the claim or claims alleged are groundless, false, or fraudulent. This provision is not intended to create any cause of action in favor of any third party against CONTRACTOR or the CITY or to enlarge in any way the liability of CONTRACTOR or the CITY but is intended solely to provide for indemnification of each party from liability for damages or injuries to third persons or property arising from this contract or agreement on the terms set forth in this paragraph.

XV. NOTICE

All notices sent by a party under this Agreement shall be in writing and shall be deemed properly delivered to the other party as of the date of receipt, if received on a business day prior to 3:00 PM local time, or otherwise on the next business day after receipt, provided delivery occurs personally, by courier service, or by U.S. mail to the other party at its address set forth below, or to such other address as either party may, by written notice, designate to the other party. Notices to CONTRACTOR shall be sent to HINDERLITER, de LLAMAS and ASSOCIATES, 120 S State College Blvd., Suite 200, Brea, CA 92821; and notices to CITY shall be sent to City of Paramount (Attn: Finance Department), 16400 Colorado Ave., Paramount, CA 90723.

XVI. ENTIRE AGREEMENT; ETC.

This Agreement expresses the full and complete understanding of the parties with respect to the subject matter hereof and supersedes all prior or contemporaneous proposals, agreements, representations and understandings, whether written or oral, with respect to the subject matter. This Agreement may not be amended or modified except in writing signed by each of the parties hereto. This Agreement shall be construed as to its fair meaning and not strictly for or against either party. The headings hereof are descriptive only and not to be construed in interpreting the provisions hereof.

XVII. COUNTERPARTS; AUTHORITY TO SIGN

This Agreement may be executed in any number of counterparts, each of which will constitute an original and all of which, when taken together, will constitute one agreement. Any signature pages of this Agreement transmitted by facsimile or sent by email in portable document format (PDF) will have the same legal effect as an original executed signature page. Each of the persons signing on behalf of a party hereto represents that he or she has the right and power to execute this Agreement on such party's behalf.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed on the date first above written by their respective officers duly authorized in that behalf.

CITY: CITY OF PARAMOUNT

John Moreno, City Manager

CONTRACTOR:
HINDERLITER, DE LLAMAS & ASSOCIATES
A California Corporation

Andrew Nickerson, President

APPROVED AS TO FORM:
CITY COUNSEL:

John C. Cavanaugh

EXHIBIT A
Transactions Tax Audit
Work Authorization No. _____

The following business or businesses, located in the City of Paramount, have been identified as having the potential for generating additional tax revenues to the City of Paramount. Contractor is hereby authorized to contact the given business(s) and the California Department of Tax and Fee Administration to verify the accuracy of the current reporting methodology and obtain the necessary documentation for the Department of Tax and Fee Administration, to bill for uncollected transactions and use tax payments or modify misallocated payments and to return revenues that may be due to the District.

Contractor's compensation shall be \$100 monthly billed quarterly and 25% of the new transactions tax revenue received by the District as a result of audit and recovery work performed by Contractor, as set forth in the Agreement between Contractor and City.

CITY: CITY OF PARAMOUNT

By: _____

Date: _____

HINDERLITER, DE LLAMAS AND ASSOCIATES

By: _____

Date _____

APRIL 7, 2020

AWARD OF CONTRACT

AGREEMENT WITH IDC CONSULTING ENGINEERS INC. TO PROVIDE PROFESSIONAL ENVIRONMENTAL AND ENGINEERING DESIGN SERVICES (CIP PROJECT NO. 9833)

MOTION IN ORDER:

AWARD A CONTRACT FOR PROFESSIONAL ENVIRONMENTAL AND ENGINEERING DESIGN SERVICES TO IDC CONSULTING ENGINEERS, INC., ANAHEIM, CALIFORNIA, IN THE AMOUNT OF \$573,000, AND AUTHORIZE THE MAYOR OR DESIGNEE TO EXECUTE THE AGREEMENT.

MOTION:

MOVED BY: _____

SECONDED BY: _____

[] APPROVED

[] DENIED

ROLL CALL VOTE:

AYES: _____

NOES: _____

ABSENT: _____

ABSTAIN: _____



To: Honorable City Council
From: John Moreno, City Manager
By: Adriana Figueroa, Public Works Director
Date: April 7, 2020

**Subject: ROSECRANS AVENUE BRIDGE IMPROVEMENT PROJECT –
APPROVAL OF AN AGREEMENT WITH IDC CONSULTING ENGINEERS
INC. TO PROVIDE PROFESSIONAL ENVIRONMENTAL AND
ENGINEERING DESIGN SERVICES
(CITY PROJECT NO. 9833)**

On July 9, 2019, the City of Paramount (City) received proposals for professional environmental and engineering design for the Rosecrans Avenue Bridge (East and West) over the Los Angeles River. This project is federally funded through the Federal Highway Bridge Program (HBP) grant. The project budget of \$573,000 is available for the Preliminary Engineering phase of the rehabilitation of the Rosecrans Avenue Bridge(s) over the Los Angeles River. The preliminary engineering scoping phase will consist of preliminary design and right of way engineering, environmental, right of way certification, permits, final design and construction support.

The Rosecrans Avenue Bridge is on a major arterial in the City of Paramount which provides an east-west connection between Interstate 710 Long Beach Freeway and State Route 19 Lakewood Boulevard. The Rosecrans Avenue Bridge was built in 1951, lengthened on both approaches between late 1950s to early 1960s, widened in 1972 and seismically retrofitted in 1991. The proposed improvements will extend the bridge life, as well as, bring the bridge to current standards and in compliance with the Association of State Highway Transportation Officials (AASHTO).

The City received proposals from CNS Engineers, Inc., IDC Consulting Engineers, Inc., Kleinfelder, Inc., and PacRim Engineering, Inc., for the professional environmental and design services for the preliminary engineering scoping phase of the project. IDC Consulting Engineers, Inc. was selected to provide the professional services for the project.

Unfortunately, due to new consultant procurement procedures implemented by the State of California Department of Transportation (Caltrans), the execution of the professional services agreement has been delayed several months. As required to remain eligible for reimbursement on federal aid projects, the City Council adopted Chapter 10 of Caltrans' Local Assistance Procedures Manual pertaining to Consultant Selection on October 15, 2019. Subsequently, staff obtained Caltrans' approval of IDC Consulting Engineers Inc. and the City has now been authorized to award the professional services agreement.

IDC Consulting Engineers Inc. submitted a cost proposal in the amount of \$2,416,193.67 to complete the entire design project. However, based on the current available funding, staff is requesting Council's authorization to proceed with the initial Scope Definition Phase of the project. IDC Consulting Engineers Inc.'s cost proposal to perform this initial phase is \$573,000. The initial Scope Definition Phase involves a detailed analysis of the structural and seismic capacity of the existing structure and determination of the appropriate rehabilitation or replacement strategy. Upon determination of the rehabilitation or replacement strategy, the required environmental analysis will be performed and proper environmental documentation will be prepared.

Upon the completion of this phase of the project, staff will request Council's approval of future project phases and tasks to be completed by IDC Consulting Engineers Inc. as funding becomes available. The overall project construction is anticipated to be completed in 2025, provided funding is available.

The project budget includes Los Angeles County Metropolitan Transportation Authority (Metro) funding of \$65,723 (\$35,442-East and \$30,281-West) and HBR grant funds consist of \$507,277 for a total of \$573,000. The local match will be funded from additional grant fund sources and/or from the City's restricted funding sources of Proposition C, Measure R or Measure M. There is no impact to the City's General Fund.

RECOMMENDED ACTION

It is recommended that the City Council award the contract for professional environmental and engineering design services to IDC Consulting Engineers, Inc., Anaheim, California, in the amount of \$573,000, and authorize the Mayor or designee to execute the agreement.

ARTICLE I INTRODUCTION

This AGREEMENT is between the following named, hereinafter referred to as, CONSULTANT and the following named, hereinafter referred to as, LOCAL AGENCY:

The name of the "CONSULTANT" is as follows:
IDC CONSULTING ENGINEERS INC.

Incorporated in the State of California
The Project Manager for the "CONSULTANT" will be *Wendy Li*
The name of the "LOCAL AGENCY" is as follows:
City of Paramount

- A. The Contract Administrator for LOCAL AGENCY will be Adriana Figueroa, Public Works Director.
- B. The work to be performed under this AGREEMENT is described in Article III Statement of Work and the approved CONSULTANT's Cost Proposal dated July 19, 2019. The approved CONSULTANT's Cost Proposal is attached hereto (Attachment #1) and incorporated by reference. If there is any conflict between the approved Cost Proposal and this AGREEMENT, this AGREEMENT shall take precedence.
- C. CONSULTANT agrees to the fullest extent permitted by law, to indemnify, protect, defend, and hold harmless LOCAL AGENCY, its officers, officials, agents, employees and volunteers from and against any and all claims, damages, demands, liability, costs, losses and expenses, including without limitation, court costs and reasonable attorneys' and expert witness fees, arising out of any failure to comply with applicable law, any injury to or death of any person(s), damage to property, loss of use of property, economic loss or otherwise arising out of the performance of the work described herein, to the extent caused by a negligent act or negligent failure to act, errors, omissions, recklessness or willful misconduct incident to the performance of this AGREEMENT on the part of CONSULTANT, except such loss or damage which was caused by the sole negligence, or willful misconduct of LOCAL AGENCY, as determined by a Court of competent jurisdiction. The provisions of this section shall survive termination or suspension of this AGREEMENT.
- D. CONSULTANT in the performance of this AGREEMENT, shall act in an independent capacity. It is understood and agreed that CONSULTANT (including CONSULTANT's employees) is an independent contractor and that no relationship of employer-employee exists between the Parties hereto. CONSULTANT's assigned personnel shall not be entitled to any benefits payable to employees of City.
- E. LOCAL AGENCY is not required to make any deductions or withholdings from the compensation payable to CONSULTANT under the provisions of the AGREEMENT, and is not required to issue W-2 Forms for income and employment tax purposes for any of CONSULTANT's assigned personnel. CONSULTANT, in the performance of its obligation hereunder, is only subject to the control or direction of the LOCAL AGENCY as to the designation of tasks to be performed and the results to be accomplished.
- F. Any third party person(s) employed by CONSULTANT shall be entirely and exclusively under the direction, supervision, and control of CONSULTANT. CONSULTANT hereby indemnifies and

holds LOCAL AGENCY harmless from any and all claims that may be made against City based upon any contention by any third party that an employer-employee relationship exists by reason of this AGREEMENT.

- G. Except as expressly authorized herein, CONSULTANT's obligations under this AGREEMENT are not assignable or transferable, and CONSULTANT shall not subcontract any work, without the prior written approval of the Local AGENCY. However, claims for money due or which become due to CONSULTANT from City under this AGREEMENT may be assigned to a financial institution or to a trustee in bankruptcy, without such approval. Notice of any assignment or transfer whether voluntary or involuntary shall be furnished promptly to the LOCAL AGENCY.
- H. CONSULTANT shall be as fully responsible to the LOCAL AGENCY for the negligent acts and omissions of its contractors and subcontractors or subconsultants, and of persons either directly or indirectly employed by them, in the same manner as persons directly employed by CONSULTANT.
- I. No alteration or variation of the terms of this AGREEMENT shall be valid, unless made in writing and signed by the parties authorized to bind the parties; and no oral understanding or agreement not incorporated herein, shall be binding on any of the parties hereto.
- J. The consideration to be paid to CONSULTANT as provided herein, shall be in compensation for all of CONSULTANT's expenses incurred in the performance hereof, including travel and per diem, unless otherwise expressly so provided.

ARTICLE II CONSULTANT'S REPORTS OR MEETINGS

- A. CONSULTANT shall submit progress reports at least once a month. The report should be sufficiently detailed for the LOCAL AGENCY's Contract Administrator to determine, if CONSULTANT is performing to expectations, or is on schedule; to provide communication of interim findings, and to sufficiently address any difficulties or special problems encountered, so remedies can be developed.
- B. CONSULTANT's Project Manager shall meet with LOCAL AGENCY's Contract Administrator, as needed, to discuss progress on the AGREEMENT.

ARTICLE III STATEMENT OF WORK

Insert statement of work as negotiated from RFP.

ARTICLE IV PERFORMANCE PERIOD

- A. This AGREEMENT shall go into effect on March 17, 2020, contingent upon approval by LOCAL AGENCY, and CONSULTANT shall commence work after notification to proceed by LOCAL AGENCY'S Contract Administrator. The AGREEMENT shall end on December 31, 2023, unless extended by AGREEMENT amendment.
- B. CONSULTANT is advised that any recommendation for AGREEMENT award is not binding on LOCAL AGENCY until the AGREEMENT is fully executed and approved by LOCAL AGENCY.

ARTICLE V ALLOWABLE COSTS AND PAYMENTS

- A. The method of payment for this AGREEMENT will be based on actual cost plus a fixed fee. LOCAL AGENCY will reimburse CONSULTANT for actual costs (including labor costs, employee

benefits, travel, equipment rental costs, overhead and other direct costs) incurred by CONSULTANT in performance of the work. CONSULTANT will not be reimbursed for actual costs that exceed the estimated wage rates, employee benefits, travel, equipment rental, overhead, and other estimated costs set forth in the approved CONSULTANT'S Cost Proposal, unless additional reimbursement is provided for by AGREEMENT amendment. In no event, will CONSULTANT be reimbursed for overhead costs at a rate that exceeds LOCAL AGENCY's approved overhead rate set forth in the Cost Proposal. In the event, that LOCAL AGENCY determines that a change to the work from that specified in the Cost Proposal and AGREEMENT is required, the AGREEMENT time or actual costs reimbursable by LOCAL AGENCY shall be adjusted by AGREEMENT amendment to accommodate the changed work. The maximum total cost as specified in Paragraph "T" of this Article shall not be exceeded, unless authorized by AGREEMENT amendment.

- B. The indirect cost rate established for this AGREEMENT is extended through the duration of this specific AGREEMENT. CONSULTANT's agreement to the extension of the 1-year applicable period shall not be a condition or qualification to be considered for the work or AGREEMENT award.
- C. In addition to the allowable incurred costs, LOCAL AGENCY will pay CONSULTANT a Time and Materials fee not to exceed \$750,000 without authorization. The fee is nonadjustable for the term of the AGREEMENT, except in the event of a significant change in the scope of work and such adjustment is made by AGREEMENT amendment.
- D. Reimbursement for transportation and subsistence costs shall not exceed the rates specified in the approved Cost Proposal.
- E. When milestone cost estimates are included in the approved Cost Proposal, CONSULTANT shall obtain prior written approval for a revised milestone cost estimate from the Contract Administrator before exceeding such cost estimate.
- F. Progress payments will be made monthly in arrears based on services provided and allowable incurred costs. A pro rata portion of CONSULTANT's fixed fee will be included in the monthly progress payments. If CONSULTANT fails to submit the required deliverable items according to the schedule set forth in Article III Statement of Work, LOCAL AGENCY shall have the right to delay payment or terminate this AGREEMENT.
- G. No payment will be made prior to approval of any work, nor for any work performed prior to approval of this AGREEMENT.
- H. CONSULTANT will be reimbursed promptly according to California Regulations upon receipt by LOCAL AGENCY's Contract Administrator of itemized invoices in duplicate. Invoices shall be submitted no later than thirty (30) calendar days after the performance of work for which CONSULTANT is billing. Invoices shall detail the work performed on each milestone and each project as applicable. Invoices shall follow the format stipulated for the approved Cost Proposal and shall reference this AGREEMENT number and project title. Final invoice must contain the final cost and all credits due LOCAL AGENCY including any equipment purchased under the provisions of Article XI Equipment Purchase. The final invoice should be submitted within sixty (60) calendar days after completion of CONSULTANT's work. Invoices shall be mailed to LOCAL AGENCY's Contract Administrator at the following address:

City of Paramount,
Attn: Adriana Figueroa, Public Works Director
16400 Colorado Avenue, Paramount, CA 90723

- I. The total amount payable by LOCAL AGENCY including the fee shall not exceed \$750,000.
- J. Salary increases will be reimbursable if the new salary is within the salary range identified in the approved Cost Proposal and is approved by LOCAL AGENCY's Contract Administrator.
- K. For personnel subject to prevailing wage rates as described in the California Labor Code, all salary increases, which are the direct result of changes in the prevailing wage rates are reimbursable.

ARTICLE VI TERMINATION

- A. This AGREEMENT may be terminated by LOCAL AGENCY, provided that LOCAL AGENCY gives not less than thirty (30) calendar days' written notice (delivered by certified mail, return receipt requested) of intent to terminate. Upon termination, LOCAL AGENCY shall be entitled to all work, including but not limited to, reports, investigations, appraisals, inventories, studies, analyses, drawings and data estimates performed to that date, whether completed or not, and in accordance with Section 15, Property of LOCAL AGENCY.
- B. LOCAL AGENCY may temporarily suspend this AGREEMENT, at no additional cost to LOCAL AGENCY, provided that CONSULTANT is given written notice (delivered by certified mail, return receipt requested) of temporary suspension. If LOCAL AGENCY gives such notice of temporary suspension, CONSULTANT shall immediately suspend its activities under this AGREEMENT. A temporary suspension may be issued concurrent with the notice of termination provided for in subsection A of this section.
- C. Notwithstanding any provisions of this AGREEMENT, CONSULTANT shall not be relieved of liability to LOCAL AGENCY for damages sustained by City by virtue of any breach of this AGREEMENT by CONSULTANT, and City may withhold any payments due to CONSULTANT until such time as the exact amount of damages, if any, due City from CONSULTANT is determined.
- D. In the event of termination, CONSULTANT shall be compensated as provided for in this AGREEMENT. Upon termination, LOCAL AGENCY shall be entitled to all work, including but not limited to, reports, investigations, appraisals, inventories, studies, analyses, drawings and data estimates performed to that date, whether completed or not, and in accordance with Section 15, Property of LOCAL AGENCY.

ARTICLE VII COST PRINCIPLES AND ADMINISTRATIVE REQUIREMENTS

- A. The CONSULTANT agrees that 48 CFR Part 31, Contract Cost Principles and Procedures, shall be used to determine the allowability of individual terms of cost.
- B. The CONSULTANT also agrees to comply with Federal procedures in accordance with 2 CFR Part 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards.

- C. Any costs for which payment has been made to the CONSULTANT that are determined by subsequent audit to be unallowable under 48 CFR Part 31 or 2 CFR Part 200 are subject to repayment by the CONSULTANT to LOCAL AGENCY.
- D. When a CONSULTANT or Subconsultant is a Non-Profit Organization or an Institution of Higher Education, the Cost Principles for Title 2 CFR Part 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards shall apply.

ARTICLE VIII RETENTION OF RECORD/AUDITS

For the purpose of determining compliance with Gov. Code § 8546.7, the CONSULTANT, Subconsultants, and LOCAL AGENCY shall maintain all books, documents, papers, accounting records, Independent CPA Audited Indirect Cost Rate workpapers, and other evidence pertaining to the performance of the AGREEMENT including, but not limited to, the costs of administering the AGREEMENT. All parties, including the CONSULTANT's Independent CPA, shall make such workpapers and materials available at their respective offices at all reasonable times during the AGREEMENT period and for three (3) years from the date of final payment under the AGREEMENT. LOCAL AGENCY, Caltrans Auditor, FHWA, or any duly authorized representative of the Federal government having jurisdiction under Federal laws or regulations (including the basis of Federal funding in whole or in part) shall have access to any books, records, and documents of the CONSULTANT, Subconsultants, and the CONSULTANT's Independent CPA, that are pertinent to the AGREEMENT for audits, examinations, workpaper review, excerpts, and transactions, and copies thereof shall be furnished if requested without limitation.

ARTICLE IX AUDIT REVIEW PROCEDURES

- A. Any dispute concerning a question of fact arising under an interim or post audit of this AGREEMENT that is not disposed of by AGREEMENT, shall be reviewed by LOCAL AGENCY'S Chief Financial Officer.
- B. Not later than thirty (30) calendar days after issuance of the final audit report, CONSULTANT may request a review by LOCAL AGENCY'S Chief Financial Officer of unresolved audit issues. The request for review will be submitted in writing.
- C. Neither the pendency of a dispute nor its consideration by LOCAL AGENCY will excuse CONSULTANT from full and timely performance, in accordance with the terms of this AGREEMENT.
- D. CONSULTANT and subconsultant AGREEMENTs, including cost proposals and Indirect Cost Rates (ICR), may be subject to audits or reviews such as, but not limited to, an AGREEMENT audit, an incurred cost audit, an ICR Audit, or a CPA ICR audit work paper review. If selected for audit or review, the AGREEMENT, cost proposal and ICR and related work papers, if applicable, will be reviewed to verify compliance with 48 CFR Part 31 and other related laws and regulations. In the instances of a CPA ICR audit work paper review it is CONSULTANT's responsibility to ensure federal, LOCAL AGENCY, or local government officials are allowed full access to the CPA's work papers including making copies as necessary. The AGREEMENT, cost proposal, and ICR shall be adjusted by CONSULTANT and approved by LOCAL AGENCY Contract Administrator to conform to the audit or review recommendations. CONSULTANT agrees that individual terms of costs identified in the audit report shall be incorporated into the AGREEMENT by this reference if directed by LOCAL AGENCY at its sole discretion. Refusal by

CONSULTANT to incorporate audit or review recommendations, or to ensure that the federal, LOCAL AGENCY or local governments have access to CPA work papers, will be considered a breach of AGREEMENT terms and cause for termination of the AGREEMENT and disallowance of prior reimbursed costs.

E. CONSULTANT's Cost Proposal may be subject to a CPA ICR Audit Work Paper Review and/or audit by Caltrans Audits and Investigation (A&I). Caltrans A&I, at its sole discretion, may review and/or audit and approve the CPA ICR documentation. The Cost Proposal shall be adjusted by the CONSULTANT and approved by the LOCAL AGENCY Contract Administrator to conform to the Work Paper Review recommendations included in the management letter or audit recommendations included in the audit report. Refusal by the CONSULTANT to incorporate the Work Paper Review recommendations included in the management letter or audit recommendations included in the audit report will be considered a breach of the AGREEMENT terms and cause for termination of the AGREEMENT and disallowance of prior reimbursed costs.

1. During Caltrans A&I's review of the ICR audit work papers created by the CONSULTANT's independent CPA, Caltrans A&I will work with the CPA and/or CONSULTANT toward a resolution of issues that arise during the review. Each party agrees to use its best efforts to resolve any audit disputes in a timely manner. If Caltrans A&I identifies significant issues during the review and is unable to issue a cognizant approval letter, LOCAL AGENCY will reimburse the CONSULTANT at an accepted ICR until a FAR (Federal Acquisition Regulation) compliant ICR {e.g. 48 CFR Part 31; GAGAS (Generally Accepted Auditing Standards); CAS (Cost Accounting Standards), if applicable; in accordance with procedures and guidelines of the American Association of State Highways and Transportation Officials (AASHTO) Audit Guide; and other applicable procedures and guidelines} is received and approved by A&I.

Accepted rates will be as follows:

- a. If the proposed rate is less than one hundred fifty percent (150%) - the accepted rate reimbursed will be ninety percent (90%) of the proposed rate.
 - b. If the proposed rate is between one hundred fifty percent (150%) and two hundred percent (200%) - the accepted rate will be eighty-five percent (85%) of the proposed rate.
 - c. If the proposed rate is greater than two hundred percent (200%) - the accepted rate will be seventy-five percent (75%) of the proposed rate.
2. If Caltrans A&I is unable to issue a cognizant letter per paragraph E.1. above, Caltrans A&I may require CONSULTANT to submit a revised independent CPA-audited ICR and audit report within three (3) months of the effective date of the management letter. Caltrans A&I will then have up to six (6) months to review the CONSULTANT's and/or the independent CPA's revisions.
3. If the CONSULTANT fails to comply with the provisions of this paragraph E, or if Caltrans A&I is still unable to issue a cognizant approval letter after the revised independent CPA audited ICR is submitted, overhead cost reimbursement will be limited to the accepted ICR that was established upon initial rejection of the ICR and set forth in paragraph E.1. above for all rendered services. In this event, this accepted ICR will become the actual and final ICR for reimbursement purposes under this AGREEMENT.

4. CONSULTANT may submit to LOCAL AGENCY final invoice only when all of the following items have occurred: (1) Caltrans A&I accepts or adjusts the original or revised independent CPA audited ICR; (2) all work under this AGREEMENT has been completed to the satisfaction of LOCAL AGENCY; and, (3) Caltrans A&I has issued its final ICR review letter. The CONSULTANT MUST SUBMIT ITS FINAL INVOICE TO LOCAL AGENCY no later than sixty (60) calendar days after occurrence of the last of these items. The accepted ICR will apply to this AGREEMENT and all other agreements executed between LOCAL AGENCY and the CONSULTANT, either as a prime or subconsultant, with the same fiscal period ICR.

ARTICLE X SUBCONTRACTING

- A. Nothing contained in this AGREEMENT or otherwise, shall create any contractual relation between the LOCAL AGENCY and any Subconsultants, and no subagreement shall relieve the CONSULTANT of its responsibilities and obligations hereunder. The CONSULTANT agrees to be as fully responsible to the LOCAL AGENCY for the acts and omissions of its Subconsultants and of persons either directly or indirectly employed by any of them as it is for the acts and omissions of persons directly employed by the CONSULTANT. The CONSULTANT's obligation to pay its Subconsultants is an independent obligation from the LOCAL AGENCY's obligation to make payments to the CONSULTANT.
- B. The CONSULTANT shall perform the work contemplated with resources available within its own organization and no portion of the work shall be subcontracted without written authorization by the LOCAL AGENCY Contract Administrator, except that which is expressly identified in the CONSULTANT's approved Cost Proposal.
- C. Any subagreement entered into as a result of this AGREEMENT, shall contain all the provisions stipulated in this entire AGREEMENT to be applicable to Subconsultants unless otherwise noted.
- D. CONSULTANT shall pay its Subconsultants within Fifteen (15) calendar days from receipt of each payment made to the CONSULTANT by the LOCAL AGENCY.
- E. Any substitution of Subconsultants must be approved in writing by the LOCAL AGENCY Contract Administrator in advance of assigning work to a substitute Subconsultant.

ARTICLE XI EQUIPMENT PURCHASE AND OTHER CAPITAL EXPENDITURES

- A. Prior authorization in writing by LOCAL AGENCY's Contract Administrator shall be required before CONSULTANT enters into any unbudgeted purchase order, or subcontract exceeding five thousand dollars (\$5,000) for supplies, equipment, or CONSULTANT services. CONSULTANT shall provide an evaluation of the necessity or desirability of incurring such costs.
- B. For purchase of any item, service, or consulting work not covered in CONSULTANT's approved Cost Proposal and exceeding five thousand dollars (\$5,000), with prior authorization by LOCAL AGENCY's Contract Administrator, three competitive quotations must be submitted with the request, or the absence of bidding must be adequately justified.
- C. Any equipment purchased with funds provided under the terms of this AGREEMENT is subject to the following:

1. CONSULTANT shall maintain an inventory of all nonexpendable property. Nonexpendable property is defined as having a useful life of at least two years and an acquisition cost of five thousand dollars (\$5,000) or more. If the purchased equipment needs replacement and is sold or traded in, LOCAL AGENCY shall receive a proper refund or credit at the conclusion of the AGREEMENT, or if the AGREEMENT is terminated, CONSULTANT may either keep the equipment and credit LOCAL AGENCY in an amount equal to its fair market value, or sell such equipment at the best price obtainable at a public or private sale, in accordance with established LOCAL AGENCY procedures; and credit LOCAL AGENCY in an amount equal to the sales price. If CONSULTANT elects to keep the equipment, fair market value shall be determined at CONSULTANT's expense, on the basis of a competent independent appraisal of such equipment. Appraisals shall be obtained from an appraiser mutually agreeable to by LOCAL AGENCY and CONSULTANT, if it is determined to sell the equipment, the terms and conditions of such sale must be approved in advance by LOCAL AGENCY.
2. Regulation 2 CFR Part 200 requires a credit to Federal funds when participating equipment with a fair market value greater than five thousand dollars (\$5,000) is credited to the project.

ARTICLE XII STATE PREVAILING WAGE RATES

- A. No CONSULTANT or Subconsultant may be awarded an AGREEMENT containing public work elements unless registered with the Department of Industrial Relations (DIR) pursuant to Labor Code §1725.5. Registration with DIR must be maintained throughout the entire term of this AGREEMENT, including any subsequent amendments.
- B. The CONSULTANT shall comply with all of the applicable provisions of the California Labor Code requiring the payment of prevailing wages. The General Prevailing Wage Rate Determinations applicable to work under this AGREEMENT are available and on file with the Department of Transportation's Regional/District Labor Compliance Officer (http://www.dot.ca.gov/hq/construc/LaborCompliance/documents/District-Region_Map_Construction_7-8-15.pdf). These wage rates are made a specific part of this AGREEMENT by reference pursuant to Labor Code §1773.2 and will be applicable to work performed at a construction project site. Prevailing wages will be applicable to all inspection work performed at LOCAL AGENCY construction sites, at LOCAL AGENCY facilities and at off-site locations that are set up by the construction contractor or one of its subcontractors solely and specifically to serve LOCAL AGENCY projects. Prevailing wage requirements do not apply to inspection work performed at the facilities of vendors and commercial materials suppliers that provide goods and services to the general public.
- C. General Prevailing Wage Rate Determinations applicable to this project may also be obtained from the Department of Industrial Relations Internet site at <http://www.dir.ca.gov>.
- D. Payroll Records
 1. Each CONSULTANT and Subconsultant shall keep accurate certified payroll records and supporting documents as mandated by Labor Code §1776 and as defined in 8 CCR §16000 showing the name, address, social security number, work classification, straight time and overtime hours worked each day and week, and the actual per diem wages paid to each journeyman, apprentice, worker, or other employee employed by the CONSULTANT or Subconsultant in connection with the public work. Each payroll record shall contain or be

verified by a written declaration that it is made under penalty of perjury, stating both of the following:

- a. The information contained in the payroll record is true and correct.
 - b. The employer has complied with the requirements of Labor Code §1771, §1811, and §1815 for any work performed by his or her employees on the public works project.
2. The payroll records enumerated under paragraph (1) above shall be certified as correct by the CONSULTANT under penalty of perjury. The payroll records and all supporting documents shall be made available for inspection and copying by LOCAL AGENCY representative's at all reasonable hours at the principal office of the CONSULTANT. The CONSULTANT shall provide copies of certified payrolls or permit inspection of its records as follows:
 - a. A certified copy of an employee's payroll record shall be made available for inspection or furnished to the employee or the employee's authorized representative on request.
 - b. A certified copy of all payroll records enumerated in paragraph (1) above, shall be made available for inspection or furnished upon request to a representative of LOCAL AGENCY, the Division of Labor Standards Enforcement and the Division of Apprenticeship Standards of the Department of Industrial Relations. Certified payrolls submitted to LOCAL AGENCY, the Division of Labor Standards Enforcement and the Division of Apprenticeship Standards shall not be altered or obliterated by the CONSULTANT.
 - c. The public shall not be given access to certified payroll records by the CONSULTANT. The CONSULTANT is required to forward any requests for certified payrolls to the LOCAL AGENCY Contract Administrator by both email and regular mail on the business day following receipt of the request.
3. Each CONSULTANT shall submit a certified copy of the records enumerated in paragraph (1) above, to the entity that requested the records within ten (10) calendar days after receipt of a written request.
4. Any copy of records made available for inspection as copies and furnished upon request to the public or any public agency by LOCAL AGENCY shall be marked or obliterated in such a manner as to prevent disclosure of each individual's name, address, and social security number. The name and address of the CONSULTANT or Subconsultant performing the work shall not be marked or obliterated.
5. The CONSULTANT shall inform LOCAL AGENCY of the location of the records enumerated under paragraph (1) above, including the street address, city and county, and shall, within five (5) working days, provide a notice of a change of location and address.
6. The CONSULTANT or Subconsultant shall have ten (10) calendar days in which to comply subsequent to receipt of written notice requesting the records enumerated in paragraph (1) above. In the event the CONSULTANT or Subconsultant fails to comply within the ten (10) day period, he or she shall, as a penalty to LOCAL AGENCY, forfeit one hundred dollars (\$100) for each calendar day, or portion thereof, for each worker, until strict compliance is effectuated. Such penalties shall be withheld by LOCAL AGENCY from payments then due. CONSULTANT is not subject to a penalty assessment pursuant to this section due to the failure of a Subconsultant to comply with this section.

- E. When prevailing wage rates apply, the CONSULTANT is responsible for verifying compliance with certified payroll requirements. Invoice payment will not be made until the invoice is approved by the LOCAL AGENCY Contract Administrator.
- F. Penalty
1. The CONSULTANT and any of its Subconsultants shall comply with Labor Code §1774 and §1775. Pursuant to Labor Code §1775, the CONSULTANT and any Subconsultant shall forfeit to the LOCAL AGENCY a penalty of not more than two hundred dollars (\$200) for each calendar day, or portion thereof, for each worker paid less than the prevailing rates as determined by the Director of DIR for the work or craft in which the worker is employed for any public work done under the AGREEMENT by the CONSULTANT or by its Subconsultant in violation of the requirements of the Labor Code and in particular, Labor Code §§1770 to 1780, inclusive.
 2. The amount of this forfeiture shall be determined by the Labor Commissioner and shall be based on consideration of mistake, inadvertence, or neglect of the CONSULTANT or Subconsultant in failing to pay the correct rate of prevailing wages, or the previous record of the CONSULTANT or Subconsultant in meeting their respective prevailing wage obligations, or the willful failure by the CONSULTANT or Subconsultant to pay the correct rates of prevailing wages. A mistake, inadvertence, or neglect in failing to pay the correct rates of prevailing wages is not excusable if the CONSULTANT or Subconsultant had knowledge of the obligations under the Labor Code. The CONSULTANT is responsible for paying the appropriate rate, including any escalations that take place during the term of the AGREEMENT.
 3. In addition to the penalty and pursuant to Labor Code §1775, the difference between the prevailing wage rates and the amount paid to each worker for each calendar day or portion thereof for which each worker was paid less than the prevailing wage rate shall be paid to each worker by the CONSULTANT or Subconsultant.
 4. If a worker employed by a Subconsultant on a public works project is not paid the general prevailing per diem wages by the Subconsultant, the prime CONSULTANT of the project is not liable for the penalties described above unless the prime CONSULTANT had knowledge of that failure of the Subconsultant to pay the specified prevailing rate of wages to those workers or unless the prime CONSULTANT fails to comply with all of the following requirements:
 - a. The AGREEMENT executed between the CONSULTANT and the Subconsultant for the performance of work on public works projects shall include a copy of the requirements in Labor Code §§ 1771, 1775, 1776, 1777.5, 1813, and 1815.
 - b. The CONSULTANT shall monitor the payment of the specified general prevailing rate of per diem wages by the Subconsultant to the employees by periodic review of the certified payroll records of the Subconsultant.
 - c. Upon becoming aware of the Subconsultant's failure to pay the specified prevailing rate of wages to the Subconsultant's workers, the CONSULTANT shall diligently take corrective action to halt or rectify the failure, including but not limited to, retaining sufficient funds due the Subconsultant for work performed on the public works project.
 - d. Prior to making final payment to the Subconsultant for work performed on the public works project, the CONSULTANT shall obtain an affidavit signed under penalty of perjury from the Subconsultant that the Subconsultant had paid the specified general prevailing rate of per

diem wages to the Subconsultant's employees on the public works project and any amounts due pursuant to Labor Code §1813.

5. Pursuant to Labor Code §1775, LOCAL AGENCY shall notify the CONSULTANT on a public works project within fifteen (15) calendar days of receipt of a complaint that a Subconsultant has failed to pay workers the general prevailing rate of per diem wages.
6. If LOCAL AGENCY determines that employees of a Subconsultant were not paid the general prevailing rate of per diem wages and if LOCAL AGENCY did not retain sufficient money under the AGREEMENT to pay those employees the balance of wages owed under the general prevailing rate of per diem wages, the CONSULTANT shall withhold an amount of moneys due the Subconsultant sufficient to pay those employees the general prevailing rate of per diem wages if requested by LOCAL AGENCY.

G. Hours of Labor

Eight (8) hours labor constitutes a legal day's work. The CONSULTANT shall forfeit, as a penalty to the LOCAL AGENCY, twenty-five dollars (\$25) for each worker employed in the execution of the AGREEMENT by the CONSULTANT or any of its Subconsultants for each calendar day during which such worker is required or permitted to work more than eight (8) hours in any one calendar day and forty (40) hours in any one calendar week in violation of the provisions of the Labor Code, and in particular §§1810 to 1815 thereof, inclusive, except that work performed by employees in excess of eight (8) hours per day, and forty (40) hours during any one week, shall be permitted upon compensation for all hours worked in excess of eight (8) hours per day and forty (40) hours in any week, at not less than one and one-half (1.5) times the basic rate of pay, as provided in §1815.

H. Employment of Apprentices

1. Where either the prime AGREEMENT or the subagreement exceeds thirty thousand dollars (\$30,000), the CONSULTANT and any subconsultants under him or her shall comply with all applicable requirements of Labor Code §§ 1777.5, 1777.6 and 1777.7 in the employment of apprentices.
2. CONSULTANTS and subconsultants are required to comply with all Labor Code requirements regarding the employment of apprentices, including mandatory ratios of journey level to apprentice workers. Prior to commencement of work, CONSULTANT and subconsultants are advised to contact the DIR Division of Apprenticeship Standards website at <https://www.dir.ca.gov/das/>, for additional information regarding the employment of apprentices and for the specific journey-to- apprentice ratios for the AGREEMENT work. The CONSULTANT is responsible for all subconsultants' compliance with these requirements. Penalties are specified in Labor Code §1777.7.

ARTICLE XIII CONFLICT OF INTEREST

- A.** During the term of this AGREEMENT, the CONSULTANT shall disclose any financial, business, or other relationship with LOCAL AGENCY that may have an impact upon the outcome of this AGREEMENT or any ensuing LOCAL AGENCY construction project. The CONSULTANT shall also list current clients who may have a financial interest in the outcome of this AGREEMENT or any ensuing LOCAL AGENCY construction project which will follow.

- B. CONSULTANT certifies that it has disclosed to LOCAL AGENCY any actual, apparent, or potential conflicts of interest that may exist relative to the services to be provided pursuant to this AGREEMENT. CONSULTANT agrees to advise LOCAL AGENCY of any actual, apparent or potential conflicts of interest that may develop subsequent to the date of execution of this AGREEMENT. CONSULTANT further agrees to complete any statements of economic interest if required by either LOCAL AGENCY ordinance or State law.
- C. The CONSULTANT hereby certifies that it does not now have nor shall it acquire any financial or business interest that would conflict with the performance of services under this AGREEMENT.
- D. The CONSULTANT hereby certifies that the CONSULTANT or subconsultant and any firm affiliated with the CONSULTANT or subconsultant that bids on any construction contract or on any Agreement to provide construction inspection for any construction project resulting from this AGREEMENT, has established necessary controls to ensure a conflict of interest does not exist. An affiliated firm is one, which is subject to the control of the same persons, through joint ownership or otherwise.

ARTICLE XIV REBATES, KICKBACKS OR OTHER UNLAWFUL CONSIDERATION

The CONSULTANT warrants that this AGREEMENT was not obtained or secured through rebates, kickbacks or other unlawful consideration either promised or paid to any LOCAL AGENCY employee. For breach or violation of this warranty, LOCAL AGENCY shall have the right, in its discretion, to terminate this AGREEMENT without liability, to pay only for the value of the work actually performed, or to deduct from this AGREEMENT price or otherwise recover the full amount of such rebate, kickback or other unlawful consideration.

ARTICLE XV PROHIBITION OF EXPENDING LOCAL AGENCY, STATE, OR FEDERAL FUNDS FOR LOBBYING

- A. The CONSULTANT certifies, to the best of his or her knowledge and belief, that:
 - 1. No State, Federal, or LOCAL AGENCY appropriated funds have been paid or will be paid, by or on behalf of the CONSULTANT, to any person for influencing or attempting to influence an officer or employee of any local, State, or Federal agency, a Member of the State Legislature or United States Congress, an officer or employee of the Legislature or Congress, or any employee of a Member of the Legislature or Congress in connection with the awarding or making of this AGREEMENT, or with the extension, continuation, renewal, amendment, or modification of this AGREEMENT.
 - 2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with this AGREEMENT, the CONSULTANT shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
- B. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31 U.S.C. §1352. Any person who fails to file the required

certification shall be subject to a civil penalty of not less than ten thousand dollars (\$10,000) and not more than one hundred thousand dollars (\$100,000) for each such failure.

- C. The CONSULTANT also agrees by signing this document that he or she shall require that the language of this certification be included in all lower tier subagreements, which exceed one hundred thousand dollars (\$100,000), and that all such subrecipients shall certify and disclose accordingly.

ARTICLE XVI NON-DISCRIMINATION CLAUSE AND STATEMENT OF COMPLIANCE

- A. The CONSULTANT's signature affixed herein and dated shall constitute a certification under penalty of perjury under the laws of the State of California that the CONSULTANT has, unless exempt, complied with the nondiscrimination program requirements of Gov. Code §12990 and 2 CCR § 8103.
- B. During the performance of this AGREEMENT, CONSULTANT and its subconsultants shall not deny the AGREEMENT's benefits to any person on the basis of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, genetic information, marital status, sex, gender, gender identity, gender expression, age, sexual orientation, or military and veteran status, nor shall they unlawfully discriminate, harass, or allow harassment against any employee or applicant for employment because of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, genetic information, marital status, sex, gender, gender identity, gender expression, age, sexual orientation, or military and veteran status. CONSULTANT and subconsultants shall insure that the evaluation and treatment of their employees and applicants for employment are free from such discrimination and harassment.
- C. CONSULTANT and subconsultants shall comply with the provisions of the Fair Employment and Housing Act (Gov. Code §12990 et seq.), the applicable regulations promulgated there under (2 CCR §11000 et seq.), the provisions of Gov. Code §§11135-11139.5, and the regulations or standards adopted by LOCAL AGENCY to implement such article. The applicable regulations of the Fair Employment and Housing Commission implementing Gov. Code §12990 (a-f), set forth 2 CCR §§8100-8504, are incorporated into this AGREEMENT by reference and made a part hereof as if set forth in full.
- D. CONSULTANT shall permit access by representatives of the Department of Fair Employment and Housing and the LOCAL AGENCY upon reasonable notice at any time during the normal business hours, but in no case less than twenty-four (24) hours' notice, to such of its books, records, accounts, and all other sources of information and its facilities as said Department or LOCAL AGENCY shall require to ascertain compliance with this clause.
- E. CONSULTANT and its subconsultants shall give written notice of their obligations under this clause to labor organizations with which they have a collective bargaining or other Agreement.
- F. CONSULTANT shall include the nondiscrimination and compliance provisions of this clause in all subcontracts to perform work under this AGREEMENT.
- G. The CONSULTANT, with regard to the work performed under this AGREEMENT, shall act in accordance with Title VI of the Civil Rights Act of 1964 (42 U.S.C. §2000d et seq.). Title VI provides that the recipients of federal assistance will implement and maintain a policy of

nondiscrimination in which no person in the United States shall, on the basis of race, color, national origin, religion, sex, age, disability, be excluded from participation in, denied the benefits of or subject to discrimination under any program or activity by the recipients of federal assistance or their assignees and successors in interest.

- H. The CONSULTANT shall comply with regulations relative to non-discrimination in federally-assisted programs of the U.S. Department of Transportation (49 CFR Part 21 - Effectuation of Title VI of the Civil Rights Act of 1964). Specifically, the CONSULTANT shall not participate either directly or indirectly in the discrimination prohibited by 49 CFR §21.5, including employment practices and the selection and retention of Subconsultants.

ARTICLE XVII DEBARMENT AND SUSPENSION CERTIFICATION

- A. The CONSULTANT's signature affixed herein shall constitute a certification under penalty of perjury under the laws of the State of California, that the CONSULTANT or any person associated therewith in the capacity of owner, partner, director, officer or manager:
1. Is not currently under suspension, debarment, voluntary exclusion, or determination of ineligibility by any federal agency;
 2. Has not been suspended, debarred, voluntarily excluded, or determined ineligible by any federal agency within the past three (3) years;
 3. Does not have a proposed debarment pending; and
 4. Has not been indicted, convicted, or had a civil judgment rendered against it by a court of competent jurisdiction in any matter involving fraud or official misconduct within the past three (3) years.
- B. Any exceptions to this certification must be disclosed to LOCAL AGENCY. Exceptions will not necessarily result in denial of recommendation for award, but will be considered in determining responsibility. Disclosures must indicate the party to whom the exceptions apply, the initiating agency, and the dates of agency action.
- C. Exceptions to the Federal Government Excluded Parties List System maintained by the U.S. General Services Administration are to be determined by FHWA.

ARTICLE XVIII DISADVANTAGED BUSINESS ENTERPRISES (DBE) PARTICIPATION

- A. This AGREEMENT is subject to 49 CFR Part 26 entitled "Participation by Disadvantaged Business Enterprises in Department of Transportation Financial Assistance Programs". CONSULTANTS who enter into a federally-funded agreement will assist the LOCAL AGENCY in a good faith effort to achieve California's statewide overall DBE goal.
- B. The goal for DBE participation for this AGREEMENT is 3% for BRLS 5336 (018) and 4% for BRLS 5336 (019). Participation by DBE CONSULTANT or subconsultants shall be in accordance with information contained in [Exhibit 10-01: Consultant Proposal DBE Commitment](#), or in

Exhibit 10-02: Consultant Contract DBE Commitment attached hereto and incorporated as part of the AGREEMENT. If a DBE subconsultant is unable to perform, CONSULTANT must make a good faith effort to replace him/her with another DBE subconsultant, if the goal is not otherwise met.

- C. CONSULTANT can meet the DBE participation goal by either documenting commitments to DBEs to meet the AGREEMENT goal, or by documenting adequate good faith efforts to meet the AGREEMENT goal. An adequate good faith effort means that the CONSULTANT must show that it took all necessary and reasonable steps to achieve a DBE goal that, by their scope, intensity, and appropriateness to the objective, could reasonably be expected to meet the DBE goal. If CONSULTANT has not met the DBE goal, complete and submit Exhibit 15-H: *DBE Information – Good Faith Efforts* to document efforts to meet the goal. Refer to 49 CFR Part 26 for guidance regarding evaluation of good faith efforts to meet the DBE goal.
- D. DBEs and other small businesses, as defined in 49 CFR Part 26 are encouraged to participate in the performance of AGREEMENTs financed in whole or in part with federal funds. The LOCAL AGENCY, CONSULTANT or subconsultant shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The CONSULTANT shall carry out applicable requirements of 49 CFR part 26 in the award and administration of DOT-assisted contracts. Failure by the CONSULTANT to carry out these requirements is a material breach of this AGREEMENT, which may result in the termination of this AGREEMENT or such other remedy as the LOCAL AGENCY deems appropriate, which may include, but is not limited to:
 - (1) Withholding monthly progress payments;
 - (2) Assessing sanctions;
 - (3) Liquidated damages; and/or
 - (4) Disqualifying the contractor from future bidding as non-responsible
- E. A DBE firm may be terminated only with prior written approval from LOCAL AGENCY and only for the reasons specified in 49 CFR §26.53(f). Prior to requesting LOCAL AGENCY consent for the termination, CONSULTANT must meet the procedural requirements specified in 49 CFR §26.53(f). If a DBE subconsultant is unable to perform, CONSULTANT must make a good faith effort to replace him/her with another DBE subconsultant, if the goal is not otherwise met.
- F. Consultant shall not be entitled to any payment for such work or material unless it is performed or supplied by the listed DBE or by other forces (including those of Consultant) pursuant to prior written authorization of the LOCAL AGENCY's Contract Administrator.
- G. A DBE is only eligible to be counted toward the AGREEMENT goal if it performs a commercially useful function (CUF) on the AGREEMENT. CUF must be evaluated on an agreement by agreement basis. A DBE performs a Commercially Useful Function (CUF) when it is responsible for execution of the work of the AGREEMENT and is carrying out its responsibilities by actually performing, managing, and supervising the work involved. To perform a CUF, the DBE must also be responsible, with respect to materials and supplies used on the AGREEMENT, for negotiating price, determining quality and quantity, ordering the material and installing (where applicable), and paying for the material itself. To determine whether a DBE is performing a CUF, evaluate the amount of work subcontracted, industry practices, whether the amount the firm is to be paid under the AGREEMENT is commensurate with the work it is actually performing, and other relevant factors.

- H. A DBE does not perform a CUF if its role is limited to that of an extra participant in a transaction, AGREEMENT, or project through which funds are passed in order to obtain the appearance of DBE participation. In determining whether a DBE is such an extra participant, examine similar transactions, particularly those in which DBEs do not participate.
- I. If a DBE does not perform or exercise responsibility for at least thirty percent (30%) of the total cost of its AGREEMENT with its own work force, or the DBE subcontracts a greater portion of the work of the AGREEMENT than would be expected on the basis of normal industry practice for the type of work involved, it will be presumed that it is not performing a CUF.
- J. CONSULTANT shall maintain records of materials purchased or supplied from all subcontracts entered into with certified DBEs. The records shall show the name and business address of each DBE or vendor and the total dollar amount actually paid each DBE or vendor, regardless of tier. The records shall show the date of payment and the total dollar figure paid to all firms. DBE prime CONSULTANT's shall also show the date of work performed by their own forces along with the corresponding dollar value of the work.
- K. Upon completion of the AGREEMENT, a summary of these records shall be prepared and submitted on the form entitled, [Exhibit 17-F: Final Report-Utilization of Disadvantaged Business Enterprise \(DBE\) First-Tier Subconsultants](#), certified correct by CONSULTANT or CONSULTANT's authorized representative and shall be furnished to the Contract Administrator with the final invoice. Failure to provide the summary of DBE payments with the final invoice will result in twenty-five percent (25%) of the dollar value of the invoice being withheld from payment until the form is submitted. The amount will be returned to CONSULTANT when a satisfactory "Final Report-Utilization of Disadvantaged Business Enterprises (DBE), First-Tier Subconsultants" is submitted to the Contract Administrator.
- L. If a DBE subconsultant is decertified during the life of the AGREEMENT, the decertified subconsultant shall notify CONSULTANT in writing with the date of decertification. If a subconsultant becomes a certified DBE during the life of the AGREEMENT, the subconsultant shall notify CONSULTANT in writing with the date of certification. Any changes should be reported to LOCAL AGENCY's Contract Administrator within thirty (30) calendar days.
- M. Any subcontract entered into as a result of this AGREEMENT shall contain all of the provisions of this section.

ARTICLE XIX INSURANCE

- A. Prior to commencement of the work described herein, CONSULTANT shall furnish LOCAL AGENCY a Certificate of Insurance stating that there is general comprehensive liability insurance presently in effect for CONSULTANT with a combined single limit (CSL) of not less than one million dollars (\$1,000,000) per occurrence.
- B. The Certificate of Insurance will provide:
 - 1. That the insurer will not cancel the insured's coverage without thirty (30) calendar days prior written notice to LOCAL AGENCY.

2. That LOCAL AGENCY, its officers, agents, employees, and servants are included as additional insureds, but only insofar as the operations under this AGREEMENT are concerned.
 3. That LOCAL AGENCY will not be responsible for any premiums or assessments on the policy.
- C. CONSULTANT agrees that the bodily injury liability insurance herein provided for shall be in effect at all times during the term of this AGREEMENT. In the event said insurance coverage expires at any time or times during the term of this AGREEMENT, CONSULTANT agrees to provide at least thirty (30) calendar days prior notice to said expiration date; and a new Certificate of Insurance evidencing insurance coverage as provided for herein, for not less than either the remainder of the term of the AGREEMENT, or for a period of not less than one (1) year. New Certificates of Insurance are subject to the approval of LOCAL AGENCY. In the event CONSULTANT fails to keep in effect at all times insurance coverage as herein provided, LOCAL AGENCY may, in addition to any other remedies it may have, terminate this AGREEMENT upon occurrence of such event.

ARTICLE XX FUNDING REQUIREMENTS

- A. It is mutually understood between the parties that this AGREEMENT may have been written before ascertaining the availability of funds or appropriation of funds, for the mutual benefit of both parties, in order to avoid program and fiscal delays that would occur if the AGREEMENT were executed after that determination was made.
- B. This AGREEMENT is valid and enforceable only, if sufficient funds are made available to LOCAL AGENCY for the purpose of this AGREEMENT. In addition, this AGREEMENT is subject to any additional restrictions, limitations, conditions, or any statute enacted by the Congress, State Legislature, or LOCAL AGENCY governing board that may affect the provisions, terms, or funding of this AGREEMENT in any manner.
- C. It is mutually agreed that if sufficient funds are not appropriated, this AGREEMENT may be amended to reflect any reduction in funds.
- D. LOCAL AGENCY has the option to terminate the AGREEMENT pursuant to Article VI Termination, or by mutual agreement to amend the AGREEMENT to reflect any reduction of funds.

ARTICLE XXI CHANGE IN TERMS

- A. This AGREEMENT may be amended or modified only by mutual written agreement of the parties.
- B. CONSULTANT shall only commence work covered by an amendment after the amendment is executed and notification to proceed has been provided by LOCAL AGENCY's Contract Administrator.
- C. There shall be no change in CONSULTANT's Project Manager or members of the project team, as listed in the approved Cost Proposal, which is a part of this AGREEMENT without prior written approval by LOCAL AGENCY's Contract Administrator.

ARTICLE XXII CONTINGENT FEE

CONSULTANT warrants, by execution of this AGREEMENT that no person or selling agency has been employed, or retained, to solicit or secure this AGREEMENT upon an agreement or understanding, for a commission, percentage, brokerage, or contingent fee, excepting bona fide employees, or bona fide established commercial or selling agencies maintained by CONSULTANT for the purpose of securing business. For breach or violation of this warranty, LOCAL AGENCY has the right to annul this AGREEMENT without liability; pay only for the value of the work actually performed, or in its discretion to deduct from the AGREEMENT price or consideration, or otherwise recover the full amount of such commission, percentage, brokerage, or contingent fee.

ARTICLE XXIII DISPUTES

Prior to either party commencing any legal action under this AGREEMENT, the parties agree to try in good faith, to settle any dispute amicably between them. If a dispute has not been settled after forty-five (45) days of good-faith negotiations and as may be otherwise provided herein, then either party may commence legal action against the other.

- A. Any dispute, other than audit, concerning a question of fact arising under this AGREEMENT that is not disposed of by agreement shall be decided by a committee consisting of LOCAL AGENCY's Contract Administrator and Adriana Figueroa, Public Works Director, who may consider written or verbal information submitted by CONSULTANT.
- B. Not later than thirty (30) calendar days after completion of all deliverables necessary to complete the plans, specifications and estimate, CONSULTANT may request review by LOCAL AGENCY Governing Board of unresolved claims or disputes, other than audit. The request for review will be submitted in writing.
- C. Neither the pendency of a dispute, nor its consideration by the committee will excuse CONSULTANT from full and timely performance in accordance with the terms of this AGREEMENT.

ARTICLE XXIV INSPECTION OF WORK

CONSULTANT and any subconsultant shall permit LOCAL AGENCY, the State, and the FHWA if federal participating funds are used in this AGREEMENT; to review and inspect the project activities and files at all reasonable times during the performance period of this AGREEMENT.

ARTICLE XXV SAFETY

- A. CONSULTANT shall comply with OSHA regulations applicable to CONSULTANT regarding necessary safety equipment or procedures. CONSULTANT shall comply with safety instructions issued by LOCAL AGENCY Safety Officer and other LOCAL AGENCY representatives. CONSULTANT personnel shall wear hard hats and safety vests at all times while working on the construction project site.
- B. Pursuant to the authority contained in Vehicle Code §591, LOCAL AGENCY has determined that such areas are within the limits of the project and are open to public traffic. CONSULTANT shall comply with all of the requirements set forth in Divisions 11, 12, 13, 14, and 15 of the Vehicle Code. CONSULTANT shall take all reasonably necessary precautions for safe operation of its vehicles and the protection of the traveling public from injury and damage from such vehicles.

- D. CONSULTANT must have a Division of Occupational Safety and Health (CAL-OSHA) permit(s), as outlined in Labor Code §6500 and §6705, prior to the initiation of any practices, work, method, operation, or process related to the construction or excavation of trenches which are five (5) feet or deeper.

ARTICLE XXVI OWNERSHIP OF DATA

- A. It is mutually agreed that all materials prepared by CONSULTANT under this AGREEMENT shall become the property of City, and CONSULTANT shall have no property right therein whatsoever. Immediately upon termination, City shall be entitled to, and CONSULTANT shall deliver to City, reports, investigations, appraisals, inventories, studies, analyses, drawings and data estimates performed to that date, whether completed or not, and other such materials as may have been prepared or accumulated to date by CONSULTANT in performing this AGREEMENT which is not CONSULTANT's privileged information, as defined by law, or CONSULTANT's personnel information, along with all other property belonging exclusively to City which is in CONSULTANT's possession. Publication of the information derived from work performed or data obtained in connection with services rendered under this AGREEMENT must be approved in writing by City.
- B. Additionally, it is agreed that the Parties intend this to be an AGREEMENT for services and each considers the products and results of the services to be rendered by CONSULTANT hereunder to be work made for hire. CONSULTANT acknowledges and agrees that the work (and all rights therein, including, without limitation, copyright) belongs to and shall be the sole and exclusive property of City without restriction or limitation upon its use or dissemination by City.
- C. Nothing herein shall constitute or be construed to be any representation by CONSULTANT that the work product is suitable in any way for any other project except the one detailed in this Contract. Any reuse by City for another project or project location shall be at City's sole risk.
- D. Applicable patent rights provisions regarding rights to inventions shall be included in the contracts as appropriate (48 CFR 27 Subpart 27.3 - Patent Rights under Government Contracts for federal-aid contracts).
- E. LOCAL AGENCY may permit copyrighting reports or other agreement products. If copyrights are permitted; the AGREEMENT shall provide that the FHWA shall have the royalty-free nonexclusive and irrevocable right to reproduce, publish, or otherwise use; and to authorize others to use, the work for government purposes.

ARTICLE XXVII CLAIMS FILED BY LOCAL AGENCY'S CONSTRUCTION CONTRACTOR

- A. If claims are filed by LOCAL AGENCY's construction contractor relating to work performed by CONSULTANT's personnel, and additional information or assistance from CONSULTANT's personnel is required in order to evaluate or defend against such claims; CONSULTANT agrees to make its personnel available for consultation with LOCAL AGENCY'S construction contract administration and legal staff and for testimony, if necessary, at depositions and at trial or arbitration proceedings.
- B. CONSULTANT's personnel that LOCAL AGENCY considers essential to assist in defending against construction contractor claims will be made available on reasonable notice from LOCAL

AGENCY. Consultation or testimony will be reimbursed at the same rates, including travel costs that are being paid for CONSULTANT's personnel services under this AGREEMENT.

- C. Services of CONSULTANT's personnel in connection with LOCAL AGENCY's construction contractor claims will be performed pursuant to a written contract amendment, if necessary, extending the termination date of this AGREEMENT in order to resolve the construction claims.

ARTICLE XXVIII CONFIDENTIALITY OF DATA

- A. All financial, statistical, personal, technical, or other data and information relative to LOCAL AGENCY's operations, which are designated confidential by LOCAL AGENCY and made available to CONSULTANT in order to carry out this AGREEMENT, shall be protected by CONSULTANT from unauthorized use and disclosure.
- B. Permission to disclose information on one occasion, or public hearing held by LOCAL AGENCY relating to the AGREEMENT, shall not authorize CONSULTANT to further disclose such information, or disseminate the same on any other occasion.
- C. CONSULTANT shall not comment publicly to the press or any other media regarding the AGREEMENT or LOCAL AGENCY's actions on the same, except to LOCAL AGENCY's staff, CONSULTANT's own personnel involved in the performance of this AGREEMENT, at public hearings, or in response to questions from a Legislative committee.
- D. CONSULTANT shall not issue any news release or public relations item of any nature, whatsoever, regarding work performed or to be performed under this AGREEMENT without prior review of the contents thereof by LOCAL AGENCY, and receipt of LOCAL AGENCY'S written permission.
- E. All information related to the construction estimate is confidential, and shall not be disclosed by CONSULTANT to any entity, other than LOCAL AGENCY, Caltrans, and/or FHWA. All of the materials prepared or assembled by CONSULTANT pursuant to performance of this Contract are confidential and CONSULTANT agrees that they shall not be made available to any individual or organization without the prior written approval of City or except by court order. If CONSULTANT or any of its officers, employees, or subcontractors does voluntarily provide information in violation of this Contract, City has the right to reimbursement and indemnity from CONSULTANT for any damages caused by CONSULTANT releasing the information, including, but not limited to, City's attorney's fees and disbursements, including without limitation experts' fees and disbursements.

ARTICLE XXIX NATIONAL LABOR RELATIONS BOARD CERTIFICATION

In accordance with Public Contract Code §10296, CONSULTANT hereby states under penalty of perjury that no more than one final unappealable finding of contempt of court by a federal court has been issued against CONSULTANT within the immediately preceding two-year period, because of CONSULTANT's failure to comply with an order of a federal court that orders CONSULTANT to comply with an order of the National Labor Relations Board.

ARTICLE XXX EVALUATION OF CONSULTANT

CONSULTANT's performance will be evaluated by LOCAL AGENCY. A copy of the evaluation will be sent to CONSULTANT for comments. The evaluation together with the comments shall be retained as part of the AGREEMENT record.

ARTICLE XXXI RETENTION OF FUNDS

No retainage will be held by the LOCAL AGENCY from progress payments due the CONSULTANT. Any retainage held by the CONSULTANT or subconsultants from progress payments due subconsultants shall be promptly paid in full to subconsultants within thirty (30) calendar days after the subconsultant's work is satisfactorily completed. Federal law (49 CFR §26.29) requires that any delay or postponement of payment over thirty (30) calendar days may take place only for good cause and with the LOCAL AGENCY's prior written approval. Any violation of this provision shall subject the violating CONSULTANT or subconsultant to the penalties, sanctions and other remedies specified in Business and Professions Code §7108.5. These requirements shall not be construed to limit or impair any contractual, administrative, or judicial remedies, otherwise available to the CONSULTANT or subconsultant in the event of a dispute involving late payment or nonpayment by the CONSULTANT, deficient subconsultant performance, or noncompliance by a subconsultant. This provision applies to both DBE and non-DBE CONSULTANT and subconsultants.

ARTICLE XXXII NOTIFICATION

All notices hereunder and communications regarding interpretation of the terms of this AGREEMENT and changes thereto, shall be effected by the mailing thereof by registered or certified mail, return receipt requested, postage prepaid, and addressed as follows:

CONSULTANT:

IDC CONSULTING ENGINEERS, INC.

WENDY LI, Project Manager

300 S. HARBOR BLVD., SUITE 710
Anaheim, CA 92805

LOCAL AGENCY:

CITY OF PARAMOUNT

ADRIANA FIGUEROA, Contract Administrator

16400 COLORADO AVENUE

PARAMOUNT, CA 90723

ARTICLE XXXIII CONTRACT

The two parties to this AGREEMENT, who are the before named CONSULTANT and the before named LOCAL AGENCY, hereby agree that this AGREEMENT constitutes the entire AGREEMENT which is made and concluded in duplicate between the two parties. Both of these parties for and in consideration of the payments to be made, conditions mentioned, and work to be performed; each agree to diligently perform in accordance with the terms and conditions of this AGREEMENT as evidenced by the signatures below.

ARTICLE XXXIV SIGNATURES

CITY OF PARAMOUNT

(IDC CONSULTING ENGINEERS, INC.)

Mayor

Name of Signer

Date: _____

Date: _____

APRIL 7, 2020

RESOLUTION NO. 20:006

“A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF
PARAMOUNT ADOPTING THE RENEWAL OF THE GENERAL
SERVICES AGREEMENT WITH THE COUNTY OF LOS ANGELES”

MOTION IN ORDER:

READ BY TITLE ONLY AND ADOPT RESOLUTION NO. 20:006 AND
AUTHORIZE THE MAYOR OR HER DESIGNEE TO EXECUTE THE
AGREEMENT.

MOTION:

MOVED BY: _____

SECONDED BY: _____

[] APPROVED

[] DENIED

ROLL CALL VOTE:

AYES: _____

NOES: _____

ABSENT: _____

ABSTAIN: _____



To: Honorable City Council
From: John Moreno, City Manager
By: Adriana Figueroa, Public Works Director
Sarah Ho, Assistant Public Works Director
Date: April 7, 2020

**Subject: RESOLUTION NO. 20:006
ADOPTING THE RENEWAL OF THE GENERAL SERVICES
AGREEMENT WITH THE COUNTY OF LOS ANGELES**

For over forty years, the City of Paramount has routinely approved and renewed five-year General Services Agreements with the County of Los Angeles. This General Services Agreement allows the City to contract with the County on an as-needed basis for a variety of non-routine services such as the collection of trash assessments. Adopting this five-year agreement eliminates the need to sign agreements for each specific service. Paramount's current agreement with the County will expire in June. The attached Resolution and agreement extends the General Services Agreement for another five-year term until June 30, 2025.

Approval of the attached Resolution provides the legal agreement necessary for the County to continue to provide these non-routine services upon our request. Under this agreement, the City only incurs costs once it has requested the services from the County.

RECOMMENDED ACTION

It is recommended that the City Council adopt Resolution No. 20:006 and authorize the Mayor or her designee to execute the agreement.

CITY OF PARAMOUNT
LOS ANGELES COUNTY, CALIFORNIA

RESOLUTION NO. 20:006

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PARAMOUNT, CALIFORNIA, ADOPTING THE RENEWAL OF THE GENERAL SERVICES AGREEMENT WITH THE COUNTY OF LOS ANGELES

WHEREAS, the City Council of the City of Paramount desires to renew the General Services Agreement currently in effect between the County of Los Angeles and the City; and

WHEREAS, the standard contract for such services was previously renewed for a period of five years; and

WHEREAS, the current contract for General Services expires on June 30, 2020.

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

SECTION 1. The above recitations are true and correct.

SECTION 2. The City Council of the City of Paramount hereby requests renewal of its standard contract with the County of Los Angeles for General Services commencing July 1, 2020 through June 30, 2025.

SECTION 3. The City Council of the City of Paramount requests the Board of Supervisors to consent to the renewal of the General Services Agreement subject to the terms and provision thereof and to authorize Los Angeles County departments to continue to provide the services requested pursuant to the General Services Agreement.

SECTION 4. The City Clerk of the City of Paramount is hereby directed to send one certified copy of the resolution and three (3) executed copies of the General Services Agreement to the Chief Administration Officer for the County of Los Angeles.

PASSED, APPROVED, and ADOPTED by the City Council of the City of Paramount this 7th day of April 2020.

_____, Mayor

ATTEST:

Heidi Luce, City Clerk

GENERAL SERVICES AGREEMENT

THIS GENERAL SERVICES AGREEMENT ("Agreement"), dated for purposes of reference only, June 1, 2020, is made by and between the County of Los Angeles, hereinafter referred to as the "County", and the City of Paramount, hereinafter referred to as the "City."

RECITALS:

(a) The City is desirous of contracting with the County for the performance by its appropriate officers and employees of City functions.

(b) The County is agreeable to performing such services on the terms and conditions hereinafter set forth.

(c) Such contracts are authorized and provided for by the provisions of Section 56½ of the Charter of the County of Los Angeles and Section 51300, *et seq.*, of the Government Code.

THEREFORE, THE PARTIES MUTUALLY AGREE AS FOLLOWS:

1. The County agrees, through its officers, agents and employees, to perform those City functions, which are hereinafter provided for.

2. The City shall pay for such services as are provided under this Agreement at rates to be determined by the County Auditor-Controller in accordance with the policies and procedures established by the Board of Supervisors.

These rates shall be readjusted by the County Auditor-Controller annually effective the first day of July of each year to reflect the cost of such service in accordance with the policies and procedures for the determination of such rates as adopted by the Board of Supervisors of County.

3. No County agent, officer or department shall perform for said City any

function not coming within the scope of the duties of such agent, officer or department in performing services for the County.

4. No service shall be performed hereunder unless the City shall have available funds previously appropriated to cover the cost thereof.

5. No function or service shall be performed hereunder by any County agent, officer or department unless such function or service shall have been requested in writing by the City on order of the City Council thereof or such officer as it may designate and approved by the Board of Supervisors of the County, or such officer as it may designate, and each such service or function shall be performed at the times and under circumstances which do not interfere with the performance of regular County operations.

6. Whenever the County and City mutually agree as to the necessity for any such County agent, officer or department to maintain administrative headquarters in the City, the City shall furnish at its own cost and expense all necessary office space, furniture, and furnishings, office supplies, janitorial service, telephone, light, water, and other utilities. In all instances where special supplies, stationery, notices, forms and the like must be issued in the name of the City, the same shall be supplied by the City at its expense.

It is expressly understood that in the event a local administrative office is maintained in the City for any such County agent, officer or department, such quarters may be used by the County agent, officer or department in connection with the performance of its duties in territory outside the City and adjacent thereto provided, however, that the performance of such outside duties shall not be at any additional cost to the City.

7. All persons employed in the performance of such services and functions for

the City shall be County agents, officers or employees, and no City employee as such shall be taken over by the County, and no person employed hereunder shall have any City pension, civil service, or other status or right.

For the purpose of performing such services and functions, and for the purpose of giving official status to the performance hereof, every County agent, officer and employee engaged in performing any such service or function shall be deemed to be an agent, officer or employee of said City while performing service for the City within the scope of this agreement.

8. The City shall not be called upon to assume any liability for the direct payment of any salary, wages or other compensation to any County personnel performing services hereunder for the City, or any liability other than that provided for in this agreement.

Except as herein otherwise specified, the City shall not be liable for compensation or indemnity to any County employee for injury or sickness arising out of his or her employment.

9. The parties hereto have executed an Assumption of Liability Agreement approved by the Board of Supervisors on December 27, 1977 and/or a Joint Indemnity Agreement approved by the Board of Supervisors on October 8, 1991. Whichever of these documents the City has signed later in time is currently in effect and hereby made a part of and incorporated into this agreement as set out in full herein. In the event that the Board of Supervisors later approves a revised Joint Indemnity Agreement and the City executes the revised agreement, the subsequent agreement as of its effective date shall supersede the agreement previously in effect between the parties hereto.

10. Each County agent, officer or department performing any service for the

City provided for herein shall keep reasonably itemized and in detail work or job records covering the cost of all services performed, including salary, wages and other compensation for labor, supervision and planning, plus overhead, the reasonable rental value of all County-owned machinery and equipment, rental paid for all rented machinery or equipment, together with the cost of an operator thereof when furnished with said machinery or equipment, the cost of all machinery and supplies furnished by the County, reasonable handling charges, and all additional items of expense incidental to the performance of such function or service.

11. All work done hereunder is subject to the limitations of the provisions of Section 23008 of the Government Code, and in accordance therewith, before any work is done or services rendered pursuant hereto, an amount equal to the cost or an amount 10% in excess of the estimated cost must be reserved by the City from its funds to ensure payment for work, services or materials provided hereunder.

12. The County shall render to the City at the close of each calendar month an itemized invoice which covers all services performed during said month, and the City shall pay County therefore within thirty (30) days after date of said invoice.

If such payment is not delivered to the County office which is described on said invoice within thirty (30) days after the date of the invoice, the County is entitled to recover interest thereon. Said interest shall be at the rate of seven (7) percent per annum or any portion thereof calculated from the last day of the month in which the services were performed.

13. Notwithstanding the provisions of Government Code Section 907, if such payment is not delivered to the County office which is described on said invoice within thirty (30) days after the date of the invoice, the County may satisfy such indebtedness,

including interest thereon, from any funds of any such City on deposit with the County without giving further notice to said City of County's intention to do so.

14. This Agreement shall become effective on the date herein-above first mentioned and shall run for a period ending June 30, 2025, and at the option of the City Council of the City, with the consent of the Board of Supervisors of County, shall be renewable thereafter for an additional period of not to exceed five (5) years.

15. In the event the City desires to renew this Agreement for said five-year period, the City Council shall not later than the last day of May 2025, notify the Board of Supervisors of County that it wishes to renew the same, whereupon the Board of Supervisors, not later than the last day of June 2025, shall notify the City Council in writing of its willingness to accept such renewal. Otherwise, such Agreement shall finally terminate at the end of the aforescribed period.

Notwithstanding the provisions of this paragraph herein-above set forth, the County may terminate this Agreement at any time by giving thirty (30) days' prior written notice to the City. The City may terminate this Agreement as of the first day of July of any year upon thirty (30) days' prior written notice to the County.

16. This Agreement is designed to cover miscellaneous and sundry services which may be supplied by the County of Los Angeles and the various departments thereof. In the event there now exists or there is hereafter adopted a specific contract between the City and the County with respect to specific services, such contract with respect to specific services shall be controlling as to the duties and obligations of the parties anything herein to the contrary notwithstanding, unless such special contract adopts the provisions hereof by reference.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their duly authorized officers.

Executed this _____ day of _____ 2020.

The City of Paramount.

By _____
Mayor

ATTEST:

City Clerk

THE COUNTY OF LOS ANGELES

By _____

By _____
Chair, Board of Supervisors

ATTEST:

CELIA ZAVALA
Executive Officer/Clerk
of the Board of Supervisors

By _____
Deputy

APPROVED AS TO FORM:

MARY C. WICKHAM
County Counsel

By _____
Senior Deputy

APRIL 7, 2020

RESOLUTION NO. 20:010

"A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PARAMOUNT, CALIFORNIA, EXTENDING THE PROCLAMATION OF EMERGENCY BY THE DIRECTOR OF EMERGENCY SERVICES DUE TO THE CONTINUED SPREAD OF A SEVERE ACUTE RESPIRATORY ILLNESS CAUSED BY A NOVEL (NEW) CORONAVIRUS ("COVID-19")"

MOTION IN ORDER:

READ BY TITLE ONLY AND ADOPT RESOLUTION NO. 20:010.

MOTION:

MOVED BY: _____

SECONDED BY: _____

[] APPROVED

[] DENIED

ROLL CALL VOTE:

AYES: _____

NOES: _____

ABSENT: _____

ABSTAIN: _____



To: Honorable City Council
From: John Moreno, City Manager
By: John Cavanaugh, City Attorney
Date: April 7, 2020

**Subject: RESOLUTION NO. 20:010
EXTENDING THE PROCLAMATION OF EMERGENCY BY THE
DIRECTOR OF EMERGENCY SERVICES DUE TO THE CONTINUED
SPREAD OF A SEVERE ACUTE RESPIRATORY ILLNESS CAUSED BY
CORONAVIRUS ("COVID-19")**

Current Situation and Effects

Pursuant to Government Code Section 8630 and Paramount Municipal Code Chapter 13, on March 13, 2020, the City Manager, in his capacity as Director of Emergency Services, Proclaimed an Emergency due to conditions of extreme peril to the safety of persons and property within the City because of the global spread of a severe acute respiratory illness caused by a novel (new) coronavirus ("COVID-19"). This was in response to Los Angeles County Public Health Department declaring a local health emergency due to the spread of COVID-19 on March 4, 2020.

As a result thereof and on March 17, 2020, the City Council adopted Resolution No. 20:005 which ratified the Proclamation of Emergency by the Director of Emergency Services due to the spread of COVID-19. Resolution No. 20:005 is effective for thirty (30) days or until terminated earlier by the City Council. At that time, there have been 95 confirmed cases, including 1 death because of this virus in Los Angeles County.

On March 19, 2020, Governor Newsom issued Executive Order N-33-20 directing all residents immediately to heed current State public health directives to stay home, except as needed to maintain continuity of operations of essential critical infrastructure sectors and additional sectors as the State Public Health Officer may designate as critical to protect health and well-being of all Californians.

As of April 1, 2020, Los Angeles County has reported that there are now 3,518 confirmed cases and 65 deaths because of COVID-19.

Rationale for Recommendation

COVID-19 therefore has and will continue to cause conditions of peril to the health, safety, and welfare of persons and property in the City of Paramount.

The Resolution would enable the Director of Emergency Services to continue to efficiently allocate resources due to the ongoing and imminent threat to public safety.

Staff will continue to update the City Council and the public.

Fiscal Impact

The estimated costs in responding to the novel Coronavirus (COVID-19) are currently unknown but are being assessed by staff.

RECOMMENDED ACTION

It is recommended that the City Council read by title only and adopt Resolution No. 20:010 extending Resolution No. 20:005 proclaiming an Emergency by the Director of Emergency Services due to the continued spread of a severe acute respiratory illness caused by a novel (new) Coronavirus ("COVID-19").

Attachment

Resolution No. 20:010
Resolution No. 20:005

CITY OF PARAMOUNT
LOS ANGELES COUNTY, CALIFORNIA

RESOLUTION NO. 20:010

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF
PARAMOUNT EXTENDING THE PROCLAMATION OF EMERGENCY
BY THE DIRECTOR OF EMERGENCY SERVICES DUE TO THE
CONTINUED SPREAD OF A SEVERE ACUTE RESPIRATORY ILLNESS
CAUSED BY A NOVEL (NEW) CORONAVIRUS ("COVID-19")

WHEREAS, Chapter 13 of the Paramount Municipal Code empowers the Director of Emergency Services/City Manager to proclaim a local emergency if the City Council is not in session and requires that the City Council shall take action to ratify the proclamation within seven days; and

WHEREAS, the novel coronavirus (COVID-19) is a respiratory disease that may result in serious illness or death and is easily transmissible from person to person; and

WHEREAS, on January 31, 2020, the United States Department of Public Health and Human Services Secretary Alex Azar declared a public emergency for the novel coronavirus (COVID-19) beginning on January 27, 2020; and

WHEREAS, on March 4, 2020, Governor Gavin Newsom declared a state of emergency in the State of California due to the number of confirmed cases of COVID-19 in the State; and

WHEREAS, on March 4, 2020, Los Angeles County declared an emergency due to the number of confirmed cases of COVID-19 in the County, thus enabling Los Angeles County to take extraordinary measures; and

WHEREAS, on March 11, 2020, the World Health Organization declared the COVID-19 outbreak a global pandemic; and

WHEREAS, on March 13, 2020, the City Manager acting as the Director of Emergency Services proclaimed the existence of a local emergency within the City; and

WHEREAS, on March 17, 2020, the City Council adopted Resolution No. 20:005 which ratified the Proclamation of Emergency by the Director of Emergency Services due to the spread of COVID-19; and

WHEREAS, On March 19, 2020, Governor Newsom issued Executive Order N-33-20 directing all residents immediately to heed current State public health directives to stay home, except as needed to maintain continuity of operations of essential critical infrastructure sectors and additional sectors as the State Public Health Officer may designate as critical to protect health and well-being of all Californians; and

WHEREAS, when the City Council adopted Resolution No. 20:005 on March 17, 2020, Los Angeles County announced that the number of confirmed COVID-19 cases in the County was approximately 94 with 1 death; and

WHEREAS, Los Angeles County announced that the number of confirmed COVID-19 cases in the County is approximately 3,518 with 65 deaths, as of April 1, 2020; and

WHEREAS, COVID-19 therefore has and will continue to cause conditions of peril to the health, safety, and welfare of persons and property in the City of Paramount; and

WHEREAS, preparing for, responding to, mitigating, and recovering from the spread of COVID-19 requires the City to divert resources from normal day-to-day operations, and has and will continue to impose extraordinary requirements on and expenses to the City; and

WHEREAS, As required by law, the City Council is required to review the need to continue the state of emergency every thirty (30) days until Resolution No. 20:005 is terminated; and

WHEREAS, the City Council hereby finds that the above described conditions related to the COVID-19 outbreak do warrant and necessitate extending the proclamation of the existence of a local emergency in the City of Paramount.

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

SECTION 1. The above recitations are true and correct.

SECTION 2. Resolution No. 20:005 is hereby extended and the City Council shall review the need to continue the state of emergency every thirty (30) days until Resolution No. 20:005 is terminated.

SECTION 3. This Resolution shall take effect immediately upon its adoption.

PASSED, APPROVED, and ADOPTED by the City Council of the City of Paramount this 7th day of April 2020.

Mayor

ATTEST:

Heidi Luce, City Clerk

CITY OF PARAMOUNT
LOS ANGELES COUNTY, CALIFORNIA

RESOLUTION NO. 20:005

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF
PARAMOUNT RATIFYING THE PROCLAMATION OF EMERGENCY BY
THE DIRECTOR OF EMERGENCY SERVICES DUE TO THE SPREAD
OF A SEVERE ACUTE RESPIRATORY ILLNESS CAUSED BY A NOVEL
(NEW) CORONAVIRUS ("COVID-19")

WHEREAS, Chapter 13 of the Paramount Municipal Code empowers the Director of Emergency Services/City Manager to proclaim a local emergency if the City Council is not in session and requires that the City Council shall take action to ratify the proclamation within seven days; and

WHEREAS, the novel coronavirus (COVID-19) is a respiratory disease that may result in serious illness or death and is easily transmissible from person to person; and

WHEREAS, on January 31, 2020, the United States Department of Public Health and Human Services Secretary Alex Azar declared a public emergency for the novel coronavirus (COVID-19) beginning on January 27, 2020; and

WHEREAS, on March 4, 2020, Governor Gavin Newsom declared a state of emergency in the State of California due to the number of confirmed cases of COVID-19 in the State; and

WHEREAS, on March 4, 2020, Los Angeles County declared an emergency due to the number of confirmed cases of COVID-19 in the County, thus enabling Los Angeles County to take extraordinary measures; and

WHEREAS, on March 11, 2020, the World Health Organization declared the COVID-19 outbreak a global pandemic; and

WHEREAS, Los Angeles County announced that the number of confirmed COVID-19 cases in the County is approximately 144 with 1 death; and the CDC and Governor of the State of California issued recommendations to cancel or postpone gatherings of more than 20 people; and

WHEREAS, on March 13, 2020, the City Manager acting as the Director of Emergency Services proclaimed the existence of a local emergency within the City; and

WHEREAS, COVID-19 therefore has and will continue to cause conditions of peril to the health, safety, and welfare of persons and property in the City of Paramount; and

WHEREAS, preparing for, responding to, mitigating, and recovering from the spread of COVID-19 requires the City to divert resources from normal day-to-day operations, and has and will continue to impose extraordinary requirements on and expenses to the City; and

WHEREAS, the City Council hereby finds that the above described conditions related to the COVID-19 outbreak did warrant and necessitate the proclamation of the existence of a local emergency in the City of Paramount.

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

SECTION 1. The above recitations are true and correct.

SECTION 2.

1. A Local Emergency now exists throughout City;
2. During the existence of said Local Emergency the powers, functions and duties of the emergency organization of City shall be those prescribed by state law, by ordinances and resolutions of City, as approved by the City Council;
3. During the existence of said Local Emergency, City shall follow and impose all directives, mandates, Executive Orders and any other emergency related restrictions issued by the State of California and/or the County of Los Angeles, including any and all social distancing recommendation;
4. The City Manager is authorized to direct the immediate closure of City facilities (including City Hall) during normal business hours should he deem it necessary;
5. The City Manager's purchasing authority is hereby increased to meet the needs of addressing this emergency;
6. The normal City goods and service procurement requests and purchase practices, including bidding requirements, are stayed during this period of emergency;
7. Purchases of items that are not budgeted are authorized to be purchased in order to respond during this period of emergency;
8. Authorizes all City officers and employees to take steps requested by the City Manager to qualify the City for reimbursement from the Federal Emergency Management Agency and for other state and federal relief as may be available to reimburse the City for the expenses it incurs in addressing this emergency;
9. Other actions deemed necessary by the City Manager to reasonably respond to the emergency and to effectively serve the community within the City;
10. The local emergency shall be deemed to continue to exist until its termination is proclaimed by the City Council of the City of Paramount.

11. As required by law, the City Council shall review the need to continue the state of emergency every thirty (30) days until this Resolution is terminated.

SECTION 3. This Resolution shall take effect immediately upon its adoption.

PASSED, APPROVED, and ADOPTED by the City Council of the City of Paramount this 17th day of March 2020.

Tom Hansen, Mayor

ATTEST:

Heidi Luce, City Clerk

APRIL 7, 2020

A. REPORT AND CONSIDERATION

GOVERNOR NEWSOM'S RESIDENTIAL EVICTION STAY UNTIL
MAY 31, 2020

MOTION IN ORDER:

RECEIVE AND FILE THE REPORT AND PROVIDE DIRECTION TO
CITY ATTORNEY REGARDING OPTIONS.

MOTION:

MOVED BY: _____

SECONDED BY: _____

[] APPROVED

[] DENIED

ROLL CALL VOTE:

AYES: _____

NOES: _____

ABSENT: _____

ABSTAIN: _____

B. CONSIDERATION

DIRECTION TO CITY ATTORNEY TO PREPARE AND BRING BACK
AN ORDINANCE ESTABLISHING A MORATORIUM ON
COMMERCIAL EVICTIONS.

MOTION IN ORDER:

PROVIDE DIRECTION TO CITY ATTORNEY REGARDING OPTIONS.

MOTION:

MOVED BY: _____

SECONDED BY: _____

☐ APPROVED

☐ DENIED

ROLL CALL VOTE:

AYES: _____

NOES: _____

ABSENT: _____

ABSTAIN: _____



To: Honorable City Council
From: John Moreno, City Manager
By: John Cavanaugh, City Attorney
Date: April 7, 2020

Subject: GOVERNOR NEWSOM'S RESIDENTIAL EVICTION STAY UNTIL MAY 31, 2020 – AN EXPLANATION

BACKGROUND:

As you know, on March 4, 2020, Governor Gavin Newsom declared a state of emergency as a result of the COVID-19 epidemic. That declaration gave him the power to issue executive orders that provide guidance as well as those that have the force of law. Initially, his March 16, N-28-20 Executive Order suspended state law limitations that would prevent local cities from adopting eviction bans.

At the March 17, 2020 City Council meeting, the collective City Council directed the City Attorney's office to investigate and report back to the City Council findings on the various legal issues that may be associated with the City Council adopting a moratorium ordinance prohibiting such evictions.

However, on March 25, 2020, many state legislators, including your local legislators, signed a letter urging the Governor to enact a statewide residential eviction stay (also called a "moratorium") during the emergency period. Thereafter, on Friday, March 27, 2020, the Governor did issue a statewide rule, summarized below.

DISCUSSION:

Governor Newsom's Executive Order N-37-20 applies through May 31, 2020 and provides as follows:

- It applies **only** to residential leases where rent has been paid under a written agreement before March 27. **It leaves in place the ability of commercial landlords to seek and enforce evictions of commercial tenants.**¹
- The moratorium applies only to evictions for failure to pay rent for reasons directly related to the COVID-19 virus. Evictions for other reasons, such as breaches of non-monetary lease terms, are still allowed.

¹ The Governor's Executive Order does not prohibit the City Council from considering a moratorium on evictions of commercial tenants; however, there are some legal hurdles the Council will need to consider as more specifically set forth in the City Attorney's legal confidential memorandum submitted to the City Council under separate cover.

- To qualify for the stay, a tenant must advise the landlord before the rent is due, or no later than 7 days after the rental due date, that the tenant is unable to pay all of the rent. The inability to pay must be for “reasons related to COVID-19,” which include (1) the inability to work because the tenant or a family member the tenant cares for is suspected or confirmed to have COVID-19; or (2) the tenant is laid off from or lost hours at work due to the emergency and stay-at-home orders; or (3) the tenant missed hours from work to care for a child whose schools closed in response to COVID-19. The tenant must have written documentation of these conditions and must provide it to the landlord at the time back rent is paid.
- The Executive Order does not relieve a tenant of the ability to pay all or part of the rent on time if the tenant can do so.
- The Executive Order does not stop landlords from filing unlawful detainer eviction actions. Instead, a tenant is given an extra 60 days beyond the usual 5 days to file an answer in these proceedings. The stay also applies to the enforcement of writs of possession, which are the legal orders given to sheriff departments to actually remove tenants from their dwelling units. Effectively, therefore, the stay extends the time a tenant can stay in the property, although theoretically rent is owed for that extended period.
- The Executive Order is enforced by a court’s refusal to hear such actions, although most courts are closed for the same period of time.

CONCLUSION:

The City Attorney would suggest that the information regarding this stay be included in the City’s COVID-19 materials in both English and Spanish.

ATTACHMENT(S):

None

APRIL 7, 2020

RESOLUTION NO. 20:011

“A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF
PARAMOUNT RECOGNIZING THE STATE OF CALIFORNIA
GOVERNOR’S OFFICE OF EMERGENCY SERVICES FORM 130 FOR
DESIGNATION OF AUTHORIZED AGENTS FOR NON-STATE
AGENCIES”

MOTION IN ORDER:

READ BY TITLE ONLY AND ADOPT RESOLUTION NO. 20:011.

<u>MOTION:</u>	<u>ROLL CALL VOTE:</u>
MOVED BY: _____	AYES: _____
SECONDED BY: _____	NOES: _____
[] APPROVED	ABSENT: _____
[] DENIED	ABSTAIN: _____



To: Honorable City Council
From: John Moreno, City Manager
By: Adriana Lopez, Public Safety Director
Anthony Martinez, Management Analyst II
Date: April 7, 2020

**Subject: RESOLUTION NO. 20:011
GOVERNOR'S OFFICE OF EMERGENCY SERVICES FORM 130**

Background

The State of California-Governor's Office of Emergency Services (Cal OES) expects local cities to maintain certain state forms to receive reimbursements, grants, and/or disaster recovery funds. The City of Paramount does not have a current Cal OES Form 130 on file with the State of California-Governor's Office of Emergency Services.

Cal OES Form 130 identifies the authorized agents for the City, when financial assistance under Public Law, the Stafford Disaster Relief, and Emergency Assistance Act, and the California Disaster Assistance Act are used.

Discussion

The Robert T. Stafford Disaster Relief and Emergency Assistance Act, as Amended (Stafford Act), Title 42 of the United States Code (U.S.C.) § 5121 et seq., authorizes the President to provide Federal assistance when the magnitude of an incident or threatened incident exceeds the City's capabilities to respond or recover.

The need to process the Cal OES Form 130 relates to the current Coronavirus (COVID-19) pandemic affecting the City of Paramount, which may require certain federal financial assistance under Public Law 93-288 as amended by the Robert T. Stafford Disaster Relief and Emergency Assistance Act of 1988, and/or state financial assistance under the California Disaster Assistance Act.

Proposal

Under section 502 of the Robert T. Stafford Disaster Relief and Emergency Assistance Act, 42 U.S.C. 5121-5207 (the "Stafford Act"), staff proposes to take eligible protective measures in response to the current COVID-19 pandemic affecting the City of Paramount.

RECOMMENDED ACTION

It is recommended that City Council read by title only and adopt Resolution No. 20:011 authorizing submission of Cal OES Form 130 to the California Governor's Office of Emergency Services.

Attachments:
Cal OES Form 130
Resolution No. 20:011

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ATTACHMENTS

**DESIGNATION OF APPLICANT'S AGENT RESOLUTION
FOR NON-STATE AGENCIES**

BE IT RESOLVED BY THE _____ OF THE _____
(Governing Body) (Name of Applicant)

THAT _____, OR
(Title of Authorized Agent)

_____, OR
(Title of Authorized Agent)

(Title of Authorized Agent)

is hereby authorized to execute for and on behalf of the _____, a public entity
(Name of Applicant)

established under the laws of the State of California, this application and to file it with the California Governor's Office of Emergency Services for the purpose of obtaining certain federal financial assistance under Public Law 93-288 as amended by the Robert T. Stafford Disaster Relief and Emergency Assistance Act of 1988, and/or state financial assistance under the California Disaster Assistance Act.

THAT the _____, a public entity established under the laws of the State of California,
(Name of Applicant)
hereby authorizes its agent(s) to provide to the Governor's Office of Emergency Services for all matters pertaining to such state disaster assistance the assurances and agreements required.

Please check the appropriate box below:

- ☐ This is a universal resolution and is effective for all open and future disasters up to three (3) years following the date of approval below.
☐ This is a disaster specific resolution and is effective for only disaster number(s) _____

Passed and approved this _____ day of _____, 20____

(Name and Title of Governing Body Representative)

(Name and Title of Governing Body Representative)

(Name and Title of Governing Body Representative)

CERTIFICATION

I, _____, duly appointed and _____ of
(Name) (Title)

_____, do hereby certify that the above is a true and correct copy of a
(Name of Applicant)

Resolution passed and approved by the _____ of the _____
(Governing Body) (Name of Applicant)

on the _____ day of _____, 20____.

(Signature)

(Title)

Cal OES Form 130 Instructions

A Designation of Applicant's Agent Resolution for Non-State Agencies is required of all Applicants to be eligible to receive funding. A new resolution must be submitted if a previously submitted Resolution is older than three (3) years from the last date of approval, is invalid or has not been submitted.

When completing the Cal OES Form 130, Applicants should fill in the blanks on page 1. The blanks are to be filled in as follows:

Resolution Section:

Governing Body: This is the group responsible for appointing and approving the Authorized Agents.

Examples include: Board of Directors, City Council, Board of Supervisors, Board of Education, etc.

Name of Applicant: The public entity established under the laws of the State of California. Examples include: School District, Office of Education, City, County or Non-profit agency that has applied for the grant, such as: City of San Diego, Sacramento County, Burbank Unified School District, Napa County Office of Education, University Southern California.

Authorized Agent: These are the individuals that are authorized by the Governing Body to engage with the Federal Emergency Management Agency and the Governor's Office of Emergency Services regarding grants applied for by the Applicant. There are two ways of completing this section:

1. **Titles Only:** If the Governing Body so chooses, the titles of the Authorized Agents would be entered here, not their names. This allows the document to remain valid (for 3 years) if an Authorized Agent leaves the position and is replaced by another individual in the same title. If "Titles Only" is the chosen method, this document must be accompanied by a cover letter naming the Authorized Agents by name and title. This cover letter can be completed by any authorized person within the agency and does not require the Governing Body's signature.
2. **Names and Titles:** If the Governing Body so chooses, the names **and** titles of the Authorized Agents would be listed. A new Cal OES Form 130 will be required if any of the Authorized Agents are replaced, leave the position listed on the document or their title changes.

Governing Body Representative: These are the names and titles of the approving Board Members.

Examples include: Chairman of the Board, Director, Superintendent, etc. The names and titles **cannot** be one of the designated Authorized Agents, and a minimum of two or more approving board members need to be listed.

Certification Section:

Name and Title: This is the individual that was in attendance and recorded the Resolution creation and approval.

Examples include: City Clerk, Secretary to the Board of Directors, County Clerk, etc. This person **cannot** be one of the designated Authorized Agents or Approving Board Member (if a person holds two positions such as City Manager and Secretary to the Board and the City Manager is to be listed as an Authorized Agent, then the same person holding the Secretary position would sign the document as Secretary to the Board (not City Manager) to eliminate "Self Certification."

CITY OF PARAMOUNT
LOS ANGELES COUNTY, CALIFORNIA

RESOLUTION NO. 20:011

“A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PARAMOUNT
RECOGNIZING THE STATE OF CALIFORNIA-GOVERNORS OFFICE OF
EMERGENCY SERVICES, FORM 130 FOR DESIGNATION OF
AUTHORIZED AGENTS FOR NON-STATE AGENCIES”

WHEREAS, the City of Paramount has applied for Federal Emergency Management Agency (FEMA) and State of California, Governor’s Office of Emergency Services (Cal OES) funding reimbursement for the Coronavirus (COVID-19) pandemic affecting the City of Paramount as of March 13, 2020; and

WHEREAS, the State of California, Governor’s Office of Emergency Services requires that all non-state agencies have a current Form 130 on file, and for it to be updated every three years; and

WHEREAS, the Form 130 requires the City of Paramount to designate three individuals to serve as authorized agents to engage with FEMA and Cal OES regarding grant applications and reimbursement.

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

SECTION 1. The above recitations are true and correct.

SECTION 2. That the City Council of the City of Paramount does hereby designate City Manager John Moreno, Finance Director Karina Lam, and Public Safety Director Adriana Lopez as the three designated individuals to serve as the authorized agents to engage with FEMA and Cal OES regarding grant applications and reimbursement.

SECTION 3. That the City Council of the City of Paramount does hereby authorize submission of the Cal OES Form 130.

SECTION 4. That the City Clerk of the City of Paramount is hereby directed to attest to the adoption of this Resolution and complete the certification of Cal OES Form 130.

SECTION 5. This Resolution shall take effect immediately upon its adoption.

PASSED, APPROVED and ADOPTED by the City Council of the City of Paramount
this 7th day of April 2020.

Mayor

ATTEST:

Heidi Luce, City Clerk