

SPECIAL NOTICE

Public Participation Accessibility for the following meetings scheduled for June 16, 2020: Paramount City Council, Successor Agency for the Paramount Redevelopment Agency and Paramount Housing Authority.

Pursuant to Executive Order N-29-20, executed by the Governor of California on March 17, 2020, and as a response to mitigating the spread of Coronavirus known as COVID-19, the adjourned meeting of the City Council scheduled for Tuesday, June 16, 2020 at 5:00 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

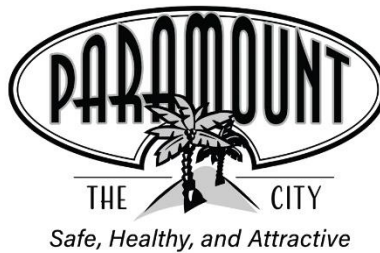
In order to effectively accommodate public participation, participants are encouraged to provide their public comments via e-mail before 5:00 p.m. on Tuesday, June 16, 2020. The e-mail must specify the following information: 1) Full Name; 2) City of Residence; 3) Phone Number; 4) Public Comment or Agenda 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
June 16, 2020



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

City of Paramount

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

Public Comments: 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 Peggy Lemons

ROLL CALL OF
COUNCILMEMBERS:

Councilmember Isabel Aguayo
Councilmember Laurie Guillen
Councilmember Vilma Cuellar Stallings
Vice Mayor Brenda Olmos
Mayor Peggy Lemons

PUBLIC COMMENTS

CONSENT CALENDAR

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

1. [RECEIVE AND FILE](#) Identity Theft Prevention Program (“Red Flags Rule”) Update

NEW BUSINESS

2. [APPROVAL](#) Approval of Private Sector Nominations to the Southeast Los Angeles County Workforce Development Board
3. [APPROVAL](#) Award of Contract to Vidiflo for Audio-Visual System Renovation at Progress Park Plaza Auditorium
4. [PUBLIC HEARING
RESOLUTION NO.
20:023](#) Confirming a Diagram and Assessment and Providing for Annual Assessment Levy – Landscape Maintenance Assessment District No. 81-1
5. [APPROVAL](#) Award of Professional Auditing Services
6. BUDGET Fiscal Year 2021 Budget
 - a) [RESOLUTION
NO. 20:020](#) Approving and Adopting the Fiscal Year 2021 Annual Municipal Operating and Capital Improvement Budget
 - b) [RESOLUTION
NO. 20:021](#) Adopting the Gann Appropriations Limit for Fiscal Year 2021
 - c) [RESOLUTION
NO. 20:022](#) Adopting the Statement of Investment Policy for the City of Paramount for Fiscal Year 2021
7. [PUBLIC SAFETY](#) Service Agreements Fiscal Year 2020-2021
 - a) [APPROVAL](#) All City Management Services, Inc. – School Crossing Guard Services
 - b) [APPROVAL](#) Detective Bureau Consultation Services

COMMENTS/COMMITTEE REPORTS

- Councilmembers
- Staff

ADJOURNMENT

To a meeting on July 7, 2020 at 6:00 p.m.

JUNE 16, 2020

IDENTITY THEFT PREVENTION PROGRAM ("RED FLAGS RULE")
UPDATE

MOTION IN ORDER:

RECEIVE AND FILE THE IDENTITY THEFT PREVENTION PROGRAM
("RED FLAGS RULE") UPDATE.

MOTION:

MOVED BY: _____

SECONDED BY: _____

[] APPROVED

[] DENIED

ROLL CALL VOTE:

AYES: _____

NOES: _____

ABSENT: _____

ABSTAIN: _____



To: Honorable City Council
From: John Moreno, City Manager
By: Karina Liu, Finance Director
Date: June 16, 2020

Subject: IDENTITY THEFT PREVENTION PROGRAM (“RED FLAGS RULE”) UPDATE

In December 2010, the City Council approved the Identity Theft Prevention Program in compliance with the Fair and Accurate Credit Transaction (FACT) Act. This program addresses risk of identity theft in the City’s day-to-day operations. One element of the program requires periodic review of the program to assess its effectiveness and provide updates as needed.

Since the program was developed, there have been no incidents relating to identity theft. There also has been no change to the types of accounts and/or programs the City offers. Therefore, there is no change to the existing Identity Theft Policy (see attached).

Ongoing oversight will be provided to ensure program effectiveness, including training billing staff to detect and respond to red flags. Daily activities relating to identity theft detection and prevention will be monitored.

RECOMMENDED ACTION

It is recommended that the City Council receive and file this report.

IDENTITY THEFT PREVENTION PROGRAM

This program is in response to and in compliance with the Fair and Accurate Credit Transaction (FACT) Act of 2003 and the final rules and guidelines for the FACT Act issued by the Federal Trade Commission and federal bank regulatory agencies in November 2007.

I. PURPOSE

This document was created in order to comply with regulations issued by the Federal Trade Commission (FTC) as part of the implementation of the Fair and Accurate Credit Transaction (FACT) Act of 2003. The FACT Act requires that financial institutions and creditors implement written programs which provide for detection of and response to specific activities ("red flags") that could be related to identity theft. These programs must be in place by December 31, 2010.

The FTC regulations require that the program must:

1. Identify relevant red flags and incorporate them into the program
2. Identify ways to detect red flags
3. Include appropriate responses to red flags
4. Address new and changing risks through periodic program updates
5. Include a process for administration and oversight of the program

II. PROGRAM DETAILS

Relevant Red Flags

Red flags are warning signs or activities that alert a creditor to potential identity theft. The guidelines published by the FTC include 26 examples of red flags, which fall into the five categories below:

- Alerts, notifications, or other warnings received from consumer reporting agencies or service providers
- Presentation of suspicious documents
- Presentation of suspicious personal identifying information
- Unusual use of, or other suspicious activity related to, a covered account
- Notice from customers, victims of identity theft, or law enforcement authorities

After reviewing the FTC guidelines and examples, City staff determined that the following red flags are applicable to utility accounts. These red flags, and the appropriate responses, are the focus of this program.

- Suspicious Documents and Activities:
 - Documents provided for identification appear to have been altered or forged

- The photograph on the identification is not consistent with the physical appearance of the customer
 - Other information on the identification is not consistent with information provided by the customer
 - The customer does not provide required identification documents when attempting to establish a utility account
 - A customer refuses to provide proof of identity when discussing an established utility account
 - A person other than the account holder or co-applicant requests information or asks to make changes to an established utility account
- A customer notifies City staff of any of the following activities:
 - Utility statements are not being received
 - Unauthorized changes to a utility account
 - Unauthorized charges on a utility account
 - Fraudulent activity on the customer's bank account that is used to pay utility charges
- City staff is notified by a customer, a victim of identity theft, or a member of law enforcement that a utility account has been opened by a person engaged in identity theft.

Detecting and Responding to Red Flags

Red flags will be detected as City staff interacts with customers. An employee will be alerted to these red flags during the following processes:

- Reviewing customer identification in order to establish an account: City staff may be presented with documents that appear altered or inconsistent with the information provided by the customer.

Response: Do not establish the utility account until the customer's identity has been confirmed.

- Answering customer inquiries on the phone, via email, and at the counter: Someone other than the account holder or co-applicant may ask for information about a utility account or may ask to make changes to the information on an account. A customer may also refuse to verify their identity when asking about an account.

Response: Inform the customer that the account holder or the co-applicant must give permission for them to receive personal information about the utility account. Do not make changes to or provide any information about the account, with one exception: If the service on the

account has been interrupted for non-payment, the City staff may provide the payment amount needed for reconnection of service.

- Receiving notification that there is unauthorized activity associated with a utility account: Customers may call to alert the City about fraudulent activity related to their utility account and/or the bank account used to make payments on the account.

Response: Verify the customer's identity, and notify the Customer Service Supervisor immediately. Take the appropriate actions to correct the errors on the account, which may include:

- Issuing a service order to connect or disconnect services
 - Assisting the customer with deactivation of their payment method
 - Updating personal information on the utility account
 - Updating the mailing address on the utility account
 - Updating account notes to document the fraudulent activity
 - Notifying and working with law enforcement officials
- Receiving notification that a utility account has been established by a person engaged in identity theft.

Response: These issues should be escalated to the Customer Service Supervisor immediately. The claim will be investigated, and appropriate action will be taken to resolve the issue as quickly as possible.

Additional procedures that help to protect against identity theft include:

- Utility Billing system access is based on the role of the user. Only certain job classifications have access to the entire system.

Periodic Program Updates

Finance Department staff will periodically prepare a report which addresses the effectiveness of the program, document significant incidents involving identity theft and related responses, provide updates related to external service providers, and include recommendations for material changes to the program.

The program will be reviewed periodically and updated as needed based on the following events:

- Experience with identity theft
- Changes to the types of accounts and/or programs offered
- Implementation of new systems and/or new vendor contracts

Administration and Oversight of the Program

Specific roles are as follows:

The Customer Service Supervisor will oversee the daily activities related to identity theft detection and prevention, and ensure that all members of the billing staff are trained to detect and respond to red flags.

The Finance Director and/or Assistant Finance Director will provide ongoing oversight to ensure that the program is effective; he/she will periodically review the program with the Customer Service Supervisor and incorporate any necessary changes.

JUNE 16, 2020

APPROVAL OF PRIVATE SECTOR NOMINATIONS TO THE
SOUTHEAST LOS ANGELES COUNTY WORKFORCE DEVELOPMENT
BOARD

MOTION IN ORDER:

APPROVE THE APPOINTMENT OF THE PARAMOUNT CHAMBER OF
COMMERCE'S NOMINEES LEONARD CRESPO AND SHANNON
MCGEHEE TO SERVE AS PRIVATE BUSINESS SECTOR
REPRESENTATIVES ON THE SELACO WDB FOR TERMS ENDING
JUNE 2021 AND JUNE 2022, RESPECTIVELY

MOTION:

MOVED BY: _____

SECONDED BY: _____

[] APPROVED

[] DENIED

ROLL CALL VOTE:

AYES: _____

NOES: _____

ABSENT: _____

ABSTAIN: _____



To: Honorable City Council
From: John Moreno, City Manager
By: Andrew Vialpando, Assistant City Manager
Date: June 16, 2020

**Subject: APPROVAL OF PRIVATE SECTOR NOMINATIONS TO THE
SOUTHEAST LOS ANGELES COUNTY WORKFORCE DEVELOPMENT
BOARD**

Background

At its meeting on April 21, 2020, the City Council adopted Resolution No. 20:014 authorizing the City Manager to enter into a joint exercise of powers agreement with the Southeast Los Angeles County (SELACO) Workforce Development Board (WDB) to provide workforce development services in the City of Paramount. Operating under the federal Workforce Innovation and Opportunity Act (WIOA), the SELACO WDB helps job seekers access employment, education, training, and support services to succeed in the local labor market.

As a member of the SELACO WDB, the City is required to appoint a City Council representative and an alternate to its Policy Board, and two representatives from the private business sector to its WDB. The City Council appointed Mayor Peggy Lemons to the SELACO WDB Policy Board and Vice Mayor Brenda Olmos as an alternate at its meeting on May 19, 2020.

Qualifications and Terms

Private sector members on the WDB must (1) be owners of businesses, chief executives or operating officers of businesses, and other business executives or employers with optimum policy-making or hiring authority, and (2) represent businesses with employment opportunities that reflect the employment opportunities of the local area. Private sector representatives serve two-year terms and are eligible for re-appointment at the end of their terms. WDB private sector members' terms are staggered so that a representative is re-appointed each year, along with one of the City's WDB Policy Board members. Since the City is new to the SELACO WDB, one of the nominations from the private sector will serve a one-year term in their first term, and the other a two-year term. The terms run from July 1 to June 30 of every other year. The WDB meets bi-monthly on the third Tuesday of the month.

The WIOA requires that a local business-purpose organization (i.e. Paramount Chamber of Commerce) submit nominations for private business sector representatives to serve on the WDB to the City Council for confirmation. Through action taken by the City Council, the nominations are then submitted to the SELACO WDB Policy Board for final approval.

Paramount Nominees

On behalf of the Paramount Chamber of Commerce, Executive Director Barbara Crowson submitted the following nominations to the Mayor and City Council on June 2, 2020 to serve as private business sector representatives on the SELACO WDB:

- Leonard Crespo, Total Western (One-Year Term)
- Shannon McGehee, World Energy (Two-Year Term)

The letter from Ms. Crowson to the Mayor and City Council is attached.

RECOMMENDED ACTION

It is recommended that the City Council approve the appointment of the Paramount Chamber of Commerce's nominees Leonard Crespo and Shannon McGehee to serve as private business sector representatives on the SELACO WDB for terms ending June 2021 and June 2022, respectively.

Attachments:

A – Nomination Packet from the Paramount Chamber of Commerce



**PARAMOUNT
CHAMBER
OF COMMERCE**

15357 PARAMOUNT
BOULEVARD
PARAMOUNT, CA
90723
Phone: (562) 634-3980
Fax: (562) 634-0891

June 2, 2020

Dear Mayor Lemons and City Council Members,

Thank you all you do to keep our city safe and moving along in this difficult time. We appreciate your support for our business community with is made up of primarily small businesses.

I am pleased with the Council's decision to move Paramount Worksource contract to SELACO and look forward to working with them. I was asked to nominate 2 individuals for the Workforce Development Board. I submit to you out nominations. Each of these individual are invested in our community and have experience in employment needs. Please consider these two individuals for the Board.

Thank you

Barbara Crowson
Executive Director



**SELACO Workforce Development Board
NOMINATION FORM**

1. Nominee: Leonard Crespo
Business Affiliate: Total-Western
Title: VP. Safety, and Human Resources and Quality
City of Residence: Garden Grove
Business Address: 8049 Somerset Blvd, Paramount CA, 90723
Phone: _____ Fax: _____ Email: leonard.crespo@total-american.com
2. Area of Service:
- | | |
|---|--|
| <input type="checkbox"/> Representative of Labor | <input type="checkbox"/> Public Employment Service EDD |
| <input type="checkbox"/> Economic Development | <input type="checkbox"/> Department of Rehabilitation |
| <input type="checkbox"/> Educational Agency | <input type="checkbox"/> Community Based Organization |
| ___ Adult Education | |
| ___ Community College/University | |
| <input checked="" type="checkbox"/> Business Representation | <input checked="" type="checkbox"/> Other <u>Construction Services</u> |
| Note Industry: | |
| ___ Manufacturing | |
| ___ Healthcare | |
| ___ Transportation/Hospitality | |
| ___ Logistics | |
| <input checked="" type="checkbox"/> Business & Professional Service | |
| ___ Other | |
3. What are the key attributes that would make this person valuable to the workforce board? If applicable, identify experience in workforce development and other board/advisory/community groups this person has served on or currently serves on. (Please use additional sheets if necessary)
- 24 years in Human Resources

Name of Person Making Nomination: Barbara Crowson Phone: 562-634-3980
Name of Agency Making Nomination: Paramount Chamber of Commerce

Submit Nomination Form to Carol Reyes-Davis
by fax at (562) 860-4457 or by email to carolr@selaco.com



**SELACO Workforce Development Board
NOMINATION FORM**

1. Nominee: Shannon McGehee
Business Affiliate: World Energy
Title: Human Resources Manager
City of Residence: Lakewood
Business Address: 14700 Downey Ave, Paramount CA 90723
Phone: _____ Fax: _____ Email: smcgehee@worldenergy.net
2. Area of Service:
- | | |
|---|--|
| <input type="checkbox"/> Representative of Labor | <input type="checkbox"/> Public Employment Service EDD |
| <input type="checkbox"/> Economic Development | <input type="checkbox"/> Department of Rehabilitation |
| <input type="checkbox"/> Educational Agency | <input type="checkbox"/> Community Based Organization |
| ____ Adult Education | |
| ____ Community College/University | |
| <input checked="" type="checkbox"/> Business Representation | <input type="checkbox"/> Other _____ |
| Note Industry: | |
| <input checked="" type="checkbox"/> Manufacturing | |
| ____ Healthcare | |
| ____ Transportation/Hospitality | |
| ____ Logistics | |
| ____ Business & Professional Service | |
| ____ Other | |
3. What are the key attributes that would make this person valuable to the workforce board? If applicable, identify experience in workforce development and other board/advisory/community groups this person has served on or currently serves on. (Please use additional sheets if necessary)
- 22 years in HR and Payroll.

Name of Person Making Nomination: Barbara Crowson Phone: 562-634-3980
Name of Agency Making Nomination: Paramount Chamber of Commerce

Submit Nomination Form to Carol Reyes-Davis
by fax at (562) 860-4457 or by email to carolr@selaco.com

June 16, 2020

AWARD OF CONTRACT TO VIDIFLO FOR AUDIO-VISUAL SYSTEM
RENOVATION AT PROGRESS PARK PLAZA AUDITORIUM

MOTION IN ORDER:

AWARD THE CONTRACT FOR THE PROGRESS PARK PLAZA
AUDITORIUM AV SYSTEM RENOVATION IN THE AMOUNT OF \$70,941.54
TO VIDIFLO AND AUTHORIZE THE CITY MANAGER 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: Andrew Vialpando, Assistant City Manager
Date: June 16, 2020

Subject: AWARD OF CONTRACT TO VIDIFLO FOR AUDIO-VISUAL SYSTEM RENOVATION AT PROGRESS PARK PLAZA AUDITORIUM

Background

The Progress Park Plaza Auditorium is a marquee City facility used for many community meetings, including occasional City Council meetings. With regular usage from different community organizations, the audio-visual (AV) system is an important component of its effective use. The Progress Park Plaza AV system was last renovated in May 2004. Its current system is antiquated and has given the City technical issues in recent years, resulting in frequent, costly repairs.

Staff is recommending that Vidiflo, LLC (Vidiflo) provide the technical services to upgrade the Progress Park Plaza Auditorium AV system. Based in Long Beach, CA, Vidiflo has over 25 years of experience in AV system installations and renovations, and has been the City's primary AV contractor for two years. You may recall that the AV system renovation of the City Council Chambers was performed nearly three years ago by a previous vendor and resulted in frustrating technical issues during live City Council meetings. Vidiflo was obtained to fix all the issues left over from the previous vendor. Since working with Vidiflo to repair the City Council Chambers AV system, we have experienced no major issues.

Vidiflo has a proven reputation for delivering high quality products and service, they are responsive when the City needs AV assistance, and they offer a high level of technical expertise. Vidiflo was also instrumental in the installation of equipment to enable a swift transition to hosting remote City Council meetings under COVID-19 social distancing regulations. Finally, it is important that City AV systems in all facilities remain consistent with Vidiflo's proprietary program coding to ensure competitive economy of scale pricing for service, repair, and equipment. In addition to their competitive rates, Vidiflo charges no service fees when responding to technical issues with the AV system.

The project will take approximately four to six weeks to complete. The Scope of Work (Attachment A) details the equipment and services that Vidiflo will provide, including on-site technical training to City staff. Other features will include:

- Installing new ADA Compliant Sit/Stand Podium;
- Installing ADA Compliant Assisted Listening System; and
- Installing two Audio Power Amplifiers.

Pursuant to Paramount Municipal Code Section 18-29 of Article IV Purchasing of Supplies and Equipment, this acquisition is exempt from competitive bidding due to the unique telecommunications equipment required in order to match existing equipment to facilitate effective maintenance and support.

Fiscal Impact

The proposed cost for the installation of the AV system is \$70,941.54 and includes equipment, labor, upgraded AV infrastructure, and ongoing support. The proposal provided by Vidiflo is attached (Attachment B). The project will be funded with Public, Educational, and Governmental (PEG) funds and is budgeted in the proposed FY 21 budget. These funds are collected by the City from Spectrum and are designated for capital improvements that provide access to the City's cable channel.

RECOMMENDED ACTION

It is recommended that the City Council award the contract for the Progress Park Plaza Auditorium AV system renovation in the amount of \$70,941.54 to Vidiflo and authorize the City Manager to execute the agreement.

Attachments:

- A – Progress Park Plaza Auditorium Audio-Visual System Scope of Work
- B – Progress Park Plaza Auditorium Audio-Visual System Service Proposal

VIDIFLO, LLC

5318 E. 2nd St., #576
Long Beach, CA 90803
rich@vidiflo.com

562-743-3499

City of Paramount, California

Progress Park Auditorium Turnkey AudioVisual System

Scope of Work

5-6-2020

1. Furnish and Integrate a Turnkey AudioVisual System in the Progress Park Auditorium
 - a. Assumptions:
 - i. Existing Equipment Rack to be re-used.
 - ii. Existing Ceiling Projector and Front Projection Screen to be re-used.
 - iii. Existing Ceiling and Wall Loudspeakers to be re-used.
 - iv. Existing 6-Input Mic Wall Plate 2 be re-used.
 - v. Concrete Floor Cutting for (2) Floor Boxes and AC Power To (2) Floor Boxes provided by others.
 - b. Remove all existing equipment from equipment rack in closet.
 - c. Remove existing Podium
 - d. Install new ADA Compliant Sit/Stand Podium capable of being connected to one of two Floor Boxes with detachable cables. The Podium shall have a:
 - i. Wired Podium 18" Gooseneck microphone
 - ii. Cable Cubby in Podium with AC Power and USB Power Outlets, and connections for Digital and Analog Laptop. A 6' VGA/Audio and HDMI Cable along with a Digital Display Adapter for connections to different types of digital sources shall be provided.
 - iii. A Clickshare Wireless Presentation Receiver for Video and Audio Reception from Laptops or Mobile Devices.
 - iv. USB Puck connected to USB Extender for Remote Media Connection to Rackmount BluRay/DVD/USB/SD Card Player in Equipment Rack.
 - e. Run new cabling between Equipment Rack, Floor Boxes, Mic Wall Plate, Audio Press Panel, Ceiling and Wall Loudspeakers, and Video Projector.
 - f. Install new equipment in Rack
 - i. 8- Channel Wireless Microphone System – 4- Existing Shure QLXD Series Receivers shall be re-used. 4 New Receivers of same Frequency Band shall be added.

1. Distributed Antenna System with 2- Ceiling Mounted Antennas remoted into Auditorium
 2. 2- Wireless Beltpacks and Lavalier Microphones. (Note: These would take the place of up to two of the Handheld Transmitters if desired)
 3. 8- Handheld Wireless Transmitters
 4. 4- Wireless Diversity Receivers (to complement the 4- Existing Receivers)
- ii. Rackmounted BluRay/DVD/USB/SD Card Media Player
 - iii. Bluetooth Audio Receiver for Mobile Device Music Playback
 - iv. Audio DSP Mixing/Processing/Feedback Elimination System(2 DSP Units)
 1. All wireless mics, 9 wired room audio inputs, BluRay/DVD Player, Laptop and Wireless Video audio sources shall all be routed and distributed through these DSP Units.
 - v. Presentation Switcher/System Controller with Inputs from Podium Sources and BluRay Player and Output to existing Ceiling Projector. A Receiver will be mounted at Projector to receive digital video signal and control the Projector On/Off.
 - vi. A 7" Wired Touch Panel located in the Equipment Room and 5.7" Wireless Touch Control Panel, charging base and RF Wireless Gateway.
 - vii. Two Audio Power Amplifiers to support the Existing Ceiling Loudspeakers and Sidewall Loudspeakers. One spare Audio Power Amplifier shall also be provided, but not mounted. Ceiling Loudspeakers shall be separated into 4 Zones for better control of feedback and levels within the room.
 - viii. An Uninterruptible Power Supply to protect equipment.
 - ix. A Power Sequencer to turn on/off equipment in rack.
- g. Install a 6 Output XLR Audio Output Panel in the Back of the Room to the Left of the Entrance Doors, for System Audio Feeds to the Press or other devices needing the feed.
 - h. Provided an ADA Compliant Assisted Listening System with Transmitter and 4 RF Receivers, 4 Ear Speakers, and 2 Neck Loops.
 - i. Provide an Interface to Control the Room Lighting On/Off in Zones.
 - j. The Wireless and Wired Touch Panel Control system shall control (Panels to be Identical in function):
 - i. System Password Protection and Power Up
 - ii. Audio System On/Off
 - iii. Audio System Mic and Video Source Volume Up/Down/Mute
 - iv. Audio System Ceiling and Sidewall Loudspeaker Volume Control
 - v. Ceiling Projector On/Off
 - vi. Ceiling Screen Up/Down
 - vii. Video Source Select
 - viii. BluRay/DVD Player Control
 - ix. Audio Source Select
 - x. Room Lights On and Off.
 - xi. System Shutdown

- k. A Single Gang Push Button Controller shall also be provided to allow for simple room functions without the Touch Panels, to be determined
2. Work is expected to take 8-10 Business Days.
3. System Audio shall be adjusted to minimize Microphone Feedback within the room.
4. 1- 3 Hour Training Session shall be provided.
5. System shall be warranted from mechanical wiring defects for one year after installation.
6. Standard Manufacturers equipment warranties shall apply. Costs associated with servicing equipment is not included in this proposal.
7. Equipment Provided shall be:
 - a. Crestron DigitalMedia System with
 - i. DMPS3-4K-150-C Presentation Switcher/Controller
 - ii. DM-TX-4K-302-C 3 Input Transmitter
 - iii. DM-RMC-4KZ-SCALER-C Receiver
 - b. Crestron Touch & Button Panels
 - i. TSW-702-NC-BC-S 7" Wired Touch Panel w/Multi-Surface Mount
 - ii. TST-602-B-S 5.7" Wireless Touch Panel with Charging Station and RF Gateway.
 - iii. C2N-CBD-P-B-T Single Gang Push Button Panel
 - c. Shure QLXD Wireless Audio System with 8 Handheld Transmitters, 2 Beltpack Lavalier Transmitters, 2- Room Antennas for Diversity, and 4 Diversity Receivers to add to 4 existing Diversity Receivers.
 - d. 8 Shure BETA58 Dynamic Handheld Mics, Atlas Desk Stands, 15' Cables and 8-Channel 50' Audio Snake to connect Mics to Wall Panel.
 - e. 6-Output Audio Press Panel driven from RDL Audio Distribution Amplifiers.
 - f. Listen Technologies LS-58-072 ADA Compliant Assisted Listening System
 - g. 1- TOA 4 Channel Audio Power Amplifier for Ceiling Loudspeakers, 1- QSC iSA 300TI 2 - Channel Audio Power Amplifier for Side Speakers, and 1- QSC iSA 300TI 2-Channel Audio Power Amplifier as a spare to be used for either Ceiling or Wall Loudspeakers.
 - h. DWI Series 710 ADA Compliant Electric Lift Sit/Stand Podium with Light, Crestron Flip-Top Compartment with AC and USB Power and 4-Cable Pass Throughs.
 - i. ACE Backstage Floor Boxes populated with Podium system connections in 2- Locations in the Front of Room (Concrete Cutting and Electric Provided by Others.
 - j. A Barco CS-100 Wireless Presentation Gateway for Wireless Laptop or Mobile Device Presentation
 - k. A Denon DN-500BDMKII BluRay/DVD/CD/USB/SD Card Media Player with a Hall Research U22-160 USB Extender, to allow Solid State USB Media to be inserted at the Podium.
 - l. A Denon DN-200BR Bluetooth Audio Receiver for Mobile Device Audio Playback
 - m. 2- Symetrix RADIUS 12x8NX Audio Digital Signal Processing units for Sound Mixing, Equalization, Distribution, and Feedback Reduction.
 - n. A Middle Atlantic UPS-S2200R Uninterruptible Power Supply
 - o. Rack Shelves and Cable Management

VIDIFLO, LLC

5318 E. 2nd St.,#576
Long Beach, CA 90803-5354
562-743-3499 rich@vidiflo.com

Proposal Number. PR20050601

Service Proposal

Customer

Name City of Paramount
Address 16400 Colorado Avenue
City Paramount State CA ZIP 90723
Attn: _____

Date 5/6/2020
Order No. _____
Delivery 4-6 weeks ARO
FOB Origin

| Qty | Description | Unit Price | TOTAL |
|---------------------|--|-------------|--------------------|
| | VIDIFLO TURNKEY AV SYSTEM FOR PARAMOUNT PROGRESS PARK AUDITORIUM | | |
| 1 | EQUIPMENT & MATERIALS Please See Attached Statement of Work for Equipment Description (Item 7 | \$50,337.00 | \$50,337.00 |
| 1 | VIDIFLO System Design Engineering | \$1,200.00 | \$1,200.00 |
| 1 | VIDIFLO System Integration Labor | \$8,500.00 | \$8,500.00 |
| 1 | VIDIFLO Audio DSP, Touch Panel Design, & Control System Programming. | \$4,900.00 | \$4,900.00 |
| SubTotal | | | \$64,937.00 |
| Shipping & Handling | | | \$845.00 |
| 10.25% Taxes | | | \$5,159.54 |
| TOTAL | | | \$70,941.54 |

Approval

Name _____

Date _____

| | |
|---------------------|--------------------|
| SubTotal | \$64,937.00 |
| Shipping & Handling | \$845.00 |
| 10.25% Taxes | \$5,159.54 |
| TOTAL | \$70,941.54 |

Office Use Only

Terms: Net 50% Deposit with Order, Balance Net On Receipt
EIN #32-0275117
Proposal Valid for 30 Days

We Appreciate The Opportunity To Work With You!

JUNE 16, 2020

PUBLIC HEARING

RESOLUTION NO. 20:023

LANDSCAPE MAINTENANCE ASSESSMENT DISTRICT NO. 81-1

“A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PARAMOUNT CONFIRMING A DIAGRAM AND ASSESSMENT AND PROVIDING FOR ANNUAL ASSESSMENT LEVY”

- A. **MAYOR** TO OPEN THE PUBLIC HEARING BY ANNOUNCING THAT THIS IS THE TIME AND PLACE FOR THE HEARING OF PROTESTS OR OBJECTIONS TO THE ANNUAL LEVY OF ASSESSMENTS FOR LANDSCAPE MAINTENANCE ASSESSMENT DISTRICT NO. 81-1 FOR THE FISCAL YEAR 2020-2021.
- B. **CITY MANAGER** TO ANNOUNCE THAT NOTICE OF THIS HEARING HAS BEEN GIVEN PURSUANT TO THE PROVISIONS OF THE “LANDSCAPING AND LIGHTING ACT OF 1972,” BEING DIVISION 15 OF THE STREETS AND HIGHWAYS CODE OF THE STATE OF CALIFORNIA AND THAT THE AFFIDAVITS OF PUBLICATION AND POSTING ARE ON FILE IN THE CITY CLERK’S OFFICE.
- C. **CITY MANAGER** TO ANNOUNCE THE NUMBER OF WRITTEN PROTESTS RECEIVED. IF ANY, THEN ANNOUNCE THAT COPIES HAVE BEEN DELIVERED TO EACH MEMBER OF THE COUNCIL, OR SUMMARIZE THE CONTENTS THEREOF.

CONTINUED... PLEASE TURN PAGE

D. **MAYOR** TO ASK TO HEAR FROM THOSE WHO HAVE FILED A WRITTEN PROTEST.

(1) ASK TO HEAR FROM THOSE IN FAVOR

(2) ASK TO HEAR FROM THOSE OPPOSED

(3) ALLOW TIME FOR REBUTTAL

E. **CITY MANAGER** TO REPORT AS TO PERCENTAGE OF WRITTEN PROTESTS FILED.

F. **AFTER DISCUSSION, MOTION TO CLOSE THE PUBLIC HEARING.**

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

G. **MOTION IN ORDER:**

READ BY TITLE ONLY AND ADOPT RESOLUTION NO. 20:023.

| | |
|--------------------|------------------------|
| <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 Figueroa, Public Works Director
William C. Pagett, City Engineer

Date: June 16, 2020

**Subject: RESOLUTION NO. 20:023
PUBLIC HEARING TO LEVY AND COLLECT ASSESSMENTS FOR
LANDSCAPE MAINTENANCE ASSESSMENT DISTRICT NO. 81-1
ORANGE AVENUE INDUSTRIAL PARK**

On May 19, 2020, the City Council adopted Resolution No. 20:016 approving the Engineer's Report and Resolution No. 20:017 declaring the Council's intention to form, levy and collect assessments for Landscape Maintenance Assessment District No. 81-1. The City Council also set June 16, 2020, at 5:00 p.m., as the public hearing date for comments by affected property owners.

Pursuant to the Landscaping and Lighting Act of 1972, the City Clerk has given notice of the public hearing by causing a Resolution of Intention to be published and posted at least 10 days prior to the hearing date.

Two procedural steps are necessary at this meeting. The first is to hold the public hearing to receive protests or objections in reference to the assessment and diagram and any other matters contained in the Resolution of Intention. Following the public hearing, the City Council will consider adopting Resolution No. 20:023 confirming the diagram and assessment and providing for the annual assessment levy on Landscape Maintenance District No. 81-1. The Resolution will be adopted if written protests filed and not withdrawn, do not represent property owners owning more than fifty percent (50%) of the area of assessable lands within the District.

RECOMMENDED ACTION

It is recommended that the City Council read by title only and adopt Resolution No. 20:023.

CITY OF PARAMOUNT
LOS ANGELES COUNTY, CALIFORNIA

RESOLUTION NO. 20:023

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PARAMOUNT
CONFIRMING A DIAGRAM AND ASSESSMENT AND PROVIDING FOR
ANNUAL ASSESSMENT LEVY

LANDSCAPE MAINTENANCE ASSESSMENT DISTRICT NO. 81-1

WHEREAS, the City Council has initiated proceedings for the annual levy of the assessments for a maintenance district pursuant to the terms and provisions of the "Landscaping and Lighting Act of 1972", being Part 2 of Division 15 of the Streets and Highways Code of the State of California, in a landscaping and lighting maintenance district known and designated as: LANDSCAPE MAINTENANCE ASSESSMENT DISTRICT NO. 81-1 (hereinafter referred to as the "District"); and

WHEREAS, the City Council has ordered the preparation of a report and the City Engineer has prepared and filed with this City Council a report pursuant to for its consideration and subsequently thereto this City Council did adopt its Resolution of Intention to Levy and Collect Assessments for the Next Ensuing Fiscal Year relating to the above referenced District, and further did proceed to give notice of the time and place for a Public Hearing on all matters relating to said annual levy of the proposed assessment; and

WHEREAS, at this time, the City Council has heard all testimony and evidence and is desirous of proceeding with the annual levy of assessments.

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

SECTION 1. The above recitations are all true and correct.

SECTION 2. Upon the conclusion of the Public Hearing, written protests filed, and not withdrawn, did not represent property owners owning more than fifty percent (50%) of the area of assessable lands within the District, and all protests are overruled and denied.

SECTION 3. This City Council hereby confirms the diagram and assessment as submitted and orders the annual levy of the assessment for the fiscal year and in the amounts as set forth in the Engineer's Report and as referred to in the Resolution of Intention as previously adopted relating to said annual assessment levy.

SECTION 4. The diagram and assessment as set forth and contained in said Report are hereby confirmed and adopted by this City Council.

SECTION 5. The adoption of this Resolution constitutes the levy of the maintenance assessment for the fiscal year July 1, 2020 - June 30, 2021.

SECTION 6. The estimates of costs, the assessment diagram, the assessments and all other matters, as set forth in the Engineer's Report, pursuant to said "Landscaping and Lighting Act of 1972", as submitted, are hereby approved, adopted by this City Council and hereby confirmed.

SECTION 7. The maintenance works of improvements contemplated by the Resolution of Intention shall be performed pursuant to law and the County Auditor shall enter on the County Assessment Roll, the amount of the assessment and said assessment shall then be collected at the same time and in the same manner as the County taxes are collected. After collection by said County, the net amount of the assessment shall be paid to the City Treasurer of said City.

SECTION 8. The City Treasurer has previously established a special fund known as:

CITY OF PARAMOUNT
LANDSCAPE MAINTENANCE ASSESSMENT DISTRICT NO. 81-1

into which the City Treasurer shall place all monies collected by the Tax Collector pursuant to the provisions of this Resolution and law, and said transfer shall be made and accomplished as soon as said monies have been made available to said City Treasurer.

SECTION 9. The City Clerk is hereby ordered and directed to file a certified copy of the diagram and assessment roll with the County Auditor, together with a certified copy of this Resolution upon its adoption.

SECTION 10. A certified copy of the assessment and diagram shall be filed in the Office of the City Engineer, with a duplicate copy on file in the Office of the City Clerk and open for public inspection.

SECTION 11. This Resolution shall take effect immediately upon its adoption.

PASSED, APPROVED, and ADOPTED by the City Council of the City of Paramount this 16th day of June 2020.

Peggy Lemons, Mayor

ATTEST:

Heidi Luce, City Clerk

APPROVED AS TO FORM:

John E. Cavanaugh, City Attorney

I HEREBY CERTIFY that the foregoing is a true and correct copy of Resolution No. 20:023 passed and adopted by the City Council of the City of Paramount at an adjourned meeting held on the 16th day of June 2020.

Heidi Luce, City Clerk

City of Paramount
Landscape Maintenance District No. 81-1





City of Paramount

Landscape and Maintenance Assessment District No. 81-1

2020/2021 ENGINEER'S ANNUAL LEVY REPORT

Intent Meeting: May 5, 2020

Public Hearing: June 16, 2020

27368 Via Industria
Suite 200

Temecula, CA 92590

T 951.587.3500 | 800.755.6864

F 951.587.3510 | 888.326.6864

Property Tax Information Line
T. 866.807.6864

www.willdan.com



ENGINEER'S REPORT AFFIDAVIT
Landscape Maintenance District No. 81-1

City of Paramount
Los Angeles County, State of California

This report describes the District including the improvements, budgets, parcels and assessments to be levied for fiscal year 2020/2021, as they existed at the time of the passage of the Resolution of Intention. Reference is hereby made to the Los Angeles County Assessor's maps for a detailed description of the lines and dimensions of parcels within the District. The undersigned respectfully submits the enclosed report as directed by the City Council.

Dated this 6 day of May, 2020.

Willdan Financial Services
Assessment Engineer
On Behalf of the City of Paramount

By: 
Chonney Gano, Project Manager
District Administration Services


By: 
Bill Pagett
R. C. E. # 46068

TABLE OF CONTENTS

| | | |
|--------------|---|----------|
| <i>I.</i> | <i>INTRODUCTION</i> | <i>1</i> |
| <i>II.</i> | <i>BOUNDARIES</i> | <i>2</i> |
| <i>III.</i> | <i>IMPROVEMENTS AUTHORIZED BY THE 1972 ACT.....</i> | <i>2</i> |
| <i>IV.</i> | <i>IMPROVEMENTS</i> | <i>3</i> |
| <i>V.</i> | <i>COST ESTIMATE</i> | <i>3</i> |
| <i>VI.</i> | <i>METHOD OF ASSESSMENT</i> | <i>4</i> |
| <i>VII.</i> | <i>BOUNDARY MAPS</i> | <i>5</i> |
| <i>VIII.</i> | <i>ASSESSMENT ROLL FISCAL YEAR 2020/2021</i> | <i>6</i> |

I. INTRODUCTION

This report is prepared pursuant to action taken by the City Council of the City of Paramount at their regular meeting ordering a report for the levy of assessments for the fiscal year commencing July 1, 2020 and ending June 30, 2021. The report is prepared in recognition with the requirements of the California Constitution Article XIID, and the provisions of the Landscaping and Lighting Act of 1972, being Part 2 of Division 15 of the California Streets and Highways Code. The District is known as:

City of Paramount Landscape and Maintenance Assessment District No. 81-1

This Assessment District, by special benefit assessments, will provide funding for the operation and maintenance of public landscaping facilities within the public rights-of-way in the City of Paramount. The items funded by the District are exempt from the procedural and approval requirements set forth in Section 5a & 5b of Article XIID of the California Constitution that states: "*the following assessments existing on the effective date of this Article shall be exempt from the procedures and approval process set forth in Section 4:*

(a) any assessment imposed exclusively to finance the capital costs or maintenance and operation expenses for sidewalks, streets, sewers, water, flood control, drainage systems or vector control...

(b) any assessment imposed pursuant to a petition signed by the persons owning all of the parcels subject to the assessment at the time the assessment is initially imposed...

The assessments for the District were petitioned by 100 percent of the owners at the time of formation and are used exclusively to fund the maintenance and operation expenses for Landscape Improvements that are considered part of the Street Maintenance. Furthermore, the assessments for the District have not been increased since prior to July 1, 1997. Therefore, the Assessment District is exempt from the procedural and approval requirements of Article XIID.

II. BOUNDARIES

Boundaries of the District consist of all properties fronting Orange Avenue or fronting streets that connect to Orange Avenue between Rosecrans Avenue on the south and the Los Angeles Department of Water and Power land rights-of-way on the north. The westerly boundary is the Los Angeles County Flood Control District right-of-way for the Los Angeles River. All parcels of land identified in the latest Los Angeles County Assessor's parcel maps within the above boundaries so designated are included in the Assessment District except those assessments not levied within that area upon public streets, other public properties, properties encumbered by easements so as to preclude development and properties of such small size or irregular shape that buildings or development could not occur upon them in a manner in which the majority of the area has been redeveloped.

III. IMPROVEMENTS AUTHORIZED BY THE 1972 ACT

As applicable or may be applicable to this proposed District, the 1972 Act defines improvements to mean one or any combination of the following:

- The installation or planting of landscaping.
- The installation or construction of statuary, fountains, and other ornamental structures and facilities.
- The installation or construction of public lighting facilities.
- The installation or construction of any facilities which are appurtenant to any of the foregoing or which are necessary or convenient for the maintenance or servicing thereof, including, but not limited to, grading, clearing, removal of debris, the installation or construction of curbs, gutters, walls, sidewalks, or paving, or water, irrigation, drainage, or electrical facilities.
- The maintenance or servicing, or both, of any of the foregoing.
- The acquisition of any existing improvement otherwise authorized pursuant to this section.

Incidental expenses associated with the improvements including, but not limited to:

- The cost of preparation of the report, including plans, specifications, estimates, diagram, and assessment;
- The costs of printing, advertising, and the publishing, posting and mailing of notices;
- Compensation payable to the County for collection of assessments;
- Compensation of any engineer or attorney employed to render services;
- Any other expenses incidental to the construction, installation, or maintenance and servicing of the improvements;

- Any expenses incidental to the issuance of bonds or notes pursuant to Section 22662.5.
- Costs associated with any elections held for the approval of a new or increased assessment.

The 1972 Act defines "Maintain" or "maintenance" to mean furnishing of services and materials for the ordinary and usual maintenance, operation, and servicing of any improvement, including:

- Repair, removal, or replacement of all or any part of any improvement.
- Providing for the life, growth, health, and beauty of landscaping, including cultivation, irrigation, trimming, spraying, fertilizing, or treating for disease or injury.
- The removal of trimmings, rubbish, debris, and other solid waste.
- The cleaning, sandblasting, and painting of walls and other improvements to remove or cover graffiti.

IV. IMPROVEMENTS

The improvements consist of maintaining the landscaping within the public rights-of-way at the entranceway to the Orange Avenue Redevelopment Project. Maintenance shall include but not be limited to watering, fertilizing, mowing, weed control, shrubbery and tree pruning, removal and replacement of dead growth, maintenance of irrigation facilities, and other necessary work. Labor, equipment and materials shall be furnished by the City of Paramount.

V. COST ESTIMATE

The costs shown below are estimated for fiscal year 2020/2021 and consist of the total cost for maintaining the improvements, including any surplus or deficit in funds from the previous year for these proceedings. The maintenance costs are determined by evaluating the prior year maintenance costs. The costs for fiscal year 2020/2021 are shown below.

| Maintenance and Improvements | Cost |
|---|--------------------|
| Personnel Cost | \$7,000.00 |
| Supplies, Equipment and Replacement | 4,100.00 |
| Incidentals | 3,100.00 |
| Total Assessment District Costs FY 2020/2021 | \$14,200.00 |

VI. METHOD OF ASSESSMENT

The District was developed for the special and direct benefit of all the properties included within the District's boundaries, and all parcels benefit from the improvements. Public properties and utility properties have not been assessed. When the District was formed, each of the benefiting properties within the District was assigned a proportional benefit factor.

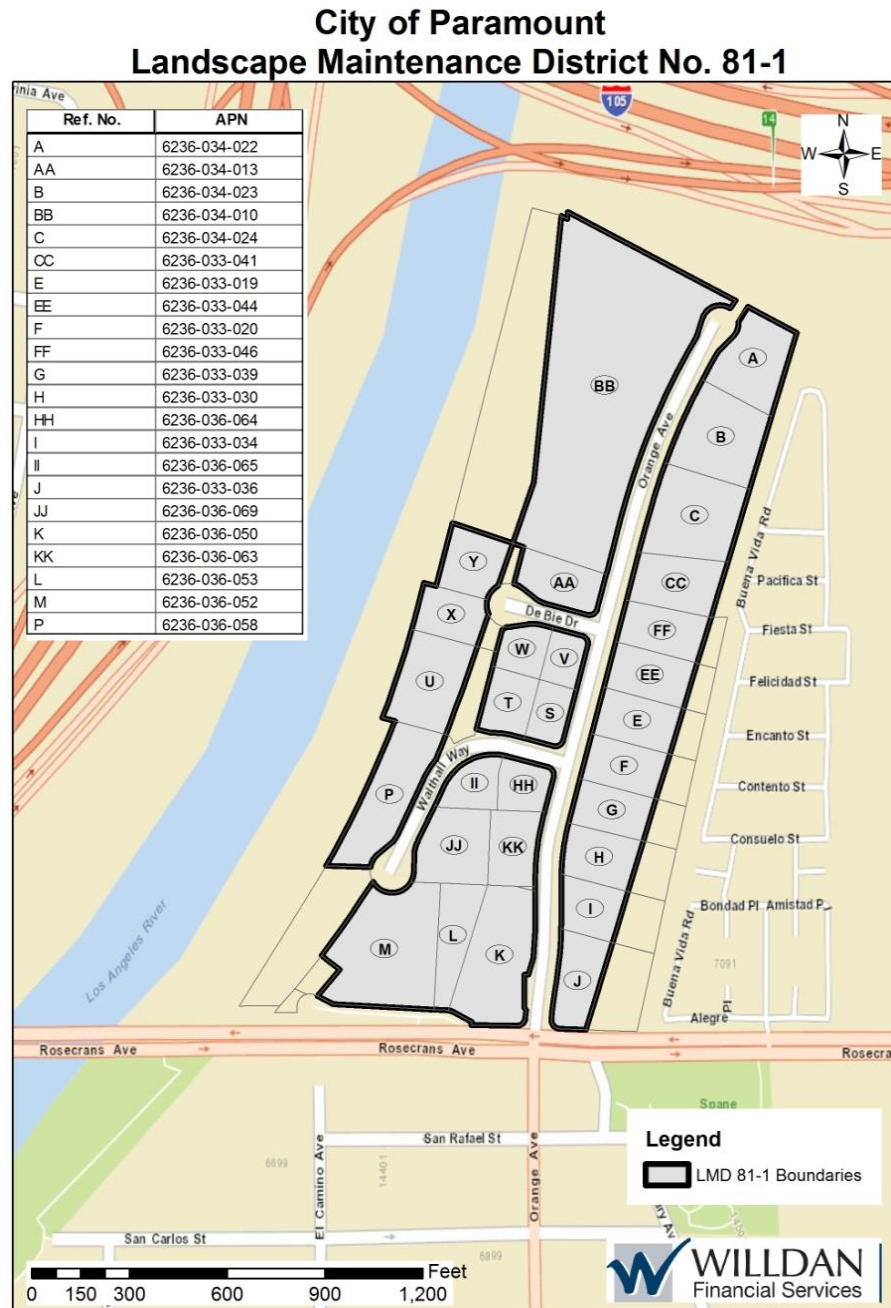
The following is a list of parcels and their proportional allocation originally established.

| Assessment Number | Assessor's Parcel Number | Area Percent Allocation | Assessment Number | Assessor's Parcel Number | Area Percent Allocation |
|-------------------|--------------------------|-------------------------|-------------------|--------------------------|-------------------------|
| A | 6236-034-022 | 2.66 | S | 6236-034-025 | 1.35 |
| B | 6236-034-023 | 3.29 | T | 6236-034-026 | 1.47 |
| C | 6236-034-024 | 3.57 | U | 6236-034-039 | 3.38 |
| E | 6236-033-019 | 2.39 | U* | 6236-034-038 | 0.00 |
| E* | 6236-033-011 | 0.00 | V | 6236-034-019 | 1.16 |
| F | 6236-033-020 | 2.41 | W | 6236-034-018 | 1.12 |
| F* | 6236-033-015 | 0.00 | X | 6236-034-037 | 1.51 |
| G | 6236-033-039 | 4.30 | X* | 6236-034-036 | 0.00 |
| G* | 6236-033-038 | 0.00 | Y | 6236-034-015 | 2.04 |
| H | 6236-033-030 | 2.79 | Y* | 6236-034-014 | 0.00 |
| H* | 6236-033-031 | 0.00 | AA | 6236-034-013 | 1.82 |
| I | 6236-033-034 | 2.52 | BB | 6236-034-010 | 26.16 |
| I* | 6236-033-033 | 0.00 | BB* | 6236-034-009 | 0.00 |
| I* | 6236-033-035 | 0.00 | CC | 6236-033-041 | 2.22 |
| J | 6236-033-036 | 3.80 | EE | 6236-033-044 | 2.17 |
| J* | 6236-033-037 | 0.00 | EE* | 6236-033-045 | 0.00 |
| K | 6236-036-050 | 4.20 | FF | 6236-033-046 | 2.42 |
| L | 6236-036-053 | 1.82 | FF* | 6236-033-047 | 0.00 |
| M | 6236-036-052 | 9.12 | HH | 6236-036-064 | 1.18 |
| M* | 6236-036-051 | 0.00 | II | 6236-036-065 | 1.19 |
| M* | 6236-036-049 | 0.00 | JJ | 6236-036-069 | 2.66 |
| P | 6236-036-058 | 3.54 | KK | 6236-036-063 | 1.74 |
| 44 parcels | | | | | 100.00 |

* Portion of Bifurcated Lots that are not assessed.

VII. BOUNDARY MAPS

The following diagram shows the boundaries of the District.



VIII. ASSESSMENT ROLL FISCAL YEAR 2020/2021

Parcel identification, for each lot or parcel within the District, shall be the parcel as shown on the Los Angeles County Assessor Parcel Maps and/or the Los Angeles County Secured Roll for the year in which this report is prepared. A listing of parcels assessed within this District along with the assessment amount is listed below.

| Assessor's Parcel Number | Situs | Address | Area Percent | 2020/2021 Assessment |
|-----------------------------|-------|---------------|-----------------|-------------------------|
| 6236-033-019 | 14050 | ORANGE AVE | 2.39% | \$339.38 |
| 6236-033-020 | 14066 | ORANGE AVE | 2.41% | 342.22 |
| 6236-033-030 | 14100 | ORANGE AVE | 2.79% | 396.18 |
| 6236-033-034 | 14100 | ORANGE AVE | 2.52% | 357.84 |
| 6236-033-036 | 7003 | ROSECRANS AVE | 3.80% | 539.60 |
| 6236-033-039 | 14080 | ORANGE AVE | 4.30% | 610.60 |
| 6236-033-041 | 14010 | ORANGE AVE | 2.22% | 315.24 |
| 6236-033-044 | 14030 | ORANGE AVE | 2.17% | 308.14 |
| 6236-033-046 | 14020 | ORANGE AVE | 2.42% | 343.64 |
| 6236-034-010 | 14001 | ORANGE AVE | 26.16% | 3,714.72 |
| 6236-034-013 | 14005 | ORANGE AVE | 1.82% | 258.44 |
| 6236-034-015 | 6801 | DE BIE DR | 2.04% | 289.68 |
| 6236-034-018 | 6840 | DE BIE DR | 1.12% | 159.04 |
| 6236-034-019 | 14019 | ORANGE AVE | 1.16% | 164.72 |
| 6236-034-022 | 13900 | ORANGE AVE | 2.66% | 377.72 |
| 6236-034-023 | 13942 | ORANGE AVE | 3.29% | 467.18 |
| 6236-034-024 | 13984 | ORANGE AVE | 3.57% | 506.94 |
| 6236-034-025 | 14053 | ORANGE AVE | 1.35% | 191.70 |
| 6236-034-026 | 6859 | WALTHALL WAY | 1.47% | 208.74 |
| 6236-034-037 | 6800 | DE BIE DR | 1.51% | 214.42 |
| 6236-034-039 | 6851 | WALTHALL WAY | 3.38% | 479.96 |
| 6236-036-050 | 6837 | ROSECRANS AVE | 4.20% | 596.40 |
| 6236-036-052 | 6825 | ROSECRANS AVE | 9.12% | 1,295.04 |
| 6236-036-053 | 6833 | ROSECRANS AVE | 1.82% | 258.44 |
| 6236-036-058 | 6825 | WALTHALL WAY | 3.54% | 502.68 |
| 6236-036-063 | 14101 | ORANGE AVE | 1.74% | 247.08 |
| 6236-036-064 | 6850 | WALTHALL WAY | 1.18% | 167.56 |
| 6236-036-065 | 6840 | WALTHALL WAY | 1.19% | 168.98 |
| 6236-036-069 | 6830 | WALTHALL WAY | 2.66% | 377.72 |
| Total | | | 100.00% | \$14,200.00 |
| Parcel Count | | | | 29 |

If the parcels or assessment numbers within the District and referenced in this report, are re-numbered, re-apportioned or changed by the County Assessor's Office after approval of the report, the new parcel or assessment numbers with the proportional assessment amount will be submitted to the County Auditor/Controller. If the parcel change made by the County includes a parcel split, parcel merger or tax status change, the assessment amount submitted on the new parcels or assessment numbers will be based on the method of apportionment and levy amount approved in this report by the City Council.

JUNE 16, 2020

APPROVING AWARD OF PROFESSIONAL AUDITING SERVICES –
EIDE BAILLY LLP

MOTION IN ORDER:

APPROVE EIDE BAILLY LLC AS THE CITY'S INDEPENDENT AUDITOR
AND AUTHORIZE STAFF TO ENTER INTO AN AGREEMENT FOR
FISCAL YEARS ENDING JUNE 2020, 2021 AND 2022, WITH AN OPTION
OF UP TO THREE ONE-YEAR EXTENSIONS.

MOTION:

MOVED BY: _____

SECONDED BY: _____

[] APPROVED

[] DENIED

ROLL CALL VOTE:

AYES: _____

NOES: _____

ABSENT: _____

ABSTAIN: _____



To: Honorable City Council
From: John Moreno, City Manager
By: Karina Liu, Finance Director
Date: June 16, 2020

**Subject: APPROVING AWARD OF PROFESSIONAL AUDITING SERVICES –
EIDE BAILLY LLP**

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

The contract with the City's current independent external auditor, Eide Bailly LLP, expires in 2020. In April 2020, a Request for Proposals for professional auditing services was sent to five firms who are the current independent auditors of neighboring cities. Of the five requests distributed, the following four firms responded:

| <u>Firm Name</u> | <u>Office Location</u> |
|------------------------------|------------------------|
| Eide Bailly LLP | Rancho Cucamonga |
| Moss, Levy & Hartzheim LLP | Culver City |
| The Pun Group LLP | Santa Ana |
| White Nelson Diehl Evans LLP | Irvine |

Staff evaluated their responses, using comprehensive scoring criteria including mandatory audit firm elements, technical qualifications and audit staff experience.

Following are some of those specific elements evaluated:

MANDATORY ELEMENTS

- a. The audit firm is independent and licensed to practice in California.
- b. The firm has no conflict of interest with regard to any of the work performed by the firm for the City.
- c. The firm adheres to the instructions in this Request for Proposals on preparing and submitting the proposal.

- d. The firm submits a copy of its last external quality control review report and the firm has a record of quality audit work.

TECHNICAL QUALIFICATIONS/OTHER CRITERIA

- a. The firm's past experience and performance on comparable government engagements.
- b. The quality of the firm's professional personnel to be assigned to the engagement.
- c. Adequacy of proposed staffing plan for various segments of the engagement.
- d. Thoroughness of approach to conducting the audit of the City and demonstration of the understanding of the objectives and scope of the audit.
- e. Commitment to timeliness in the conduct of the audit.
- f. Cost of Audit/Agreed Upon Procedures
- g. Staff continuity

After reviewing the four proposals, staff followed up with three firms with the highest scores: Eide Bailly, The Pun Group, and White Nelson Diehl Evans. The follow-up included questions regarding the firms' peer review rating, past investigation or action by any law enforcement or regulatory agency, and staff continuity. While all three firms are high-quality organizations, taking into consideration all factors, Eide Bailly ranked the highest and was considered the best fit for the City at this time. Eide Bailly acquired the City's previous auditors Vavrinek, Trine, Day & Co., LLP (VTD), and has been the City's independent auditor since 2019. This actually presents a unique set of advantages in that they are a new auditor with national prominence but still retain institutional memory of Paramount through VTD. During this time, Eide Bailly has shown great competence, thoroughness, responsiveness, and flexibility.

Eide Bailly is a top 25 CPA firm in the nation and has 275 professionals dedicated to government clients. An added value of this firm is that a number of its partners are nationally recognized state and local government thought-leaders who present at numerous national venues including GFOA; CSMFO; National Association of State Auditors, Comptrollers, and Treasurers; California Society of CPAs; etc. Furthermore, Eric Berman, Partner, is the author for the entire Governmental Library for Commerce Clearinghouse Wolters Kluwer (CCH) that serves as the interpretative reference on governmental Generally Accepted Accounting Principles (GAAP), governmental best practices and governmental audits for governments, auditors and educators nationwide. These thought-partners provide additional resources for the City and will be available to assist or consult as needed.

Eide Bailly has a high staff retention rate when compared to other CPA firms, which helps provide consistent service and minimizes operational disruptions. It is also worthwhile to note that Eide Bailly will be doing rotations in the assigned personnel as another best practice, ensuring that the audit is conducted through a "fresh pair of eyes" while still retaining key institutional knowledge.

The cost proposal provided by Eide Bailly is very competitive. Below is the costing information provided by all three audit firms:

Eide Bailly LLP

| Service | FY 2020 | FY 2021 | FY 2022 |
|---|----------------|----------------|----------------|
| City Audit and Related Reports | \$31,000 | \$34,000 | \$34,000 |
| Single Audit & Related Reports | 4,000 | 4,000 | 4,000 |
| Agreed Upon Procedures for After School Grant | 1,000 | 1,000 | 1,000 |
| Total Proposed Cost | \$36,000 | \$39,000 | \$39,000 |

The Pun Group LLP

| Service | FY 2020 | FY 2021 | FY 2022 |
|---|----------------|----------------|----------------|
| City Audit and Related Reports | \$31,500 | \$32,130 | \$32,772 |
| Single Audit & Related Reports | 3,500 | 3,570 | 3,641 |
| Agreed Upon Procedures for After School Grant | 1,500 | 1,530 | 1,561 |
| State Controller's Report (optional) | 3,500 | 3,570 | 3,641 |
| Total Proposed Cost | \$40,000 | \$40,800 | \$41,615 |

White Nelson Deihl Evans LLP

| Service | FY 2020 | FY 2021 | FY 2022 |
|---|----------------|----------------|----------------|
| City Audit and Related Reports | \$40,260 | \$40,260 | \$41,470 |
| Single Audit & Related Reports | 4,240 | 4,240 | 4,370 |
| Agreed Upon Procedures for After School Grant | 2,450 | 2,450 | 2,520 |
| Total Proposed Cost | \$46,950 | \$46,950 | \$48,360 |

RECOMMENDED ACTION

It is recommended that the City Council approve Eide Bailly LLP as the City's independent auditor and authorize staff to enter into an agreement for Fiscal Years ending June 2020, 2021 and 2022, with an option of up to three one-year extensions.

JUNE 16, 2020

RESOLUTION NO. 20:020

“A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PARAMOUNT, APPROVING AND ADOPTING THE FISCAL YEAR (FY) 2021 ANNUAL MUNICIPAL OPERATING AND CAPITAL IMPROVEMENT BUDGET, ASSIGNING THE FY 2020 DEFICIT IF APPLICABLE, AMENDING THE AUTHORIZED POSITION LISTING AND SALARY SCHEDULE FOR CITY EMPLOYEES, AND AUTHORIZING THE CITY MANAGER TO ADMINISTER SAID BUDGET AND MAKE SUCH CHANGES AS MAY BE NECESSARY DURING THE FISCAL YEAR TO MAINTAIN STANDARDS AND LEVELS OF SERVICES AND ACHIEVE THE INTENT OF THE CITY COUNCIL IN PROVIDING MUNICIPAL SERVICES FOR FY 2021”

MOTION IN ORDER:

READ BY TITLE ONLY AND ADOPT RESOLUTION NO. 20:020.

MOTION:

MOVED BY: _____

SECONDED BY: _____

[] APPROVED

[] DENIED

ROLL CALL VOTE:

AYES: _____

NOES: _____

ABSENT: _____

ABSTAIN: _____



To: Honorable City Council

From: John Moreno, City Manager

By: Karina Liu, Finance Director
Clyde Alexander, Assistant Finance Director

Date: June 16, 2020

Subject: RESOLUTION NO. 20:020
APPROVING AND ADOPTING THE FISCAL YEAR (FY) 2021 ANNUAL MUNICIPAL OPERATING AND CAPITAL IMPROVEMENT BUDGET, ASSIGNING THE FY 2020 DEFICIT IF APPLICABLE, AMENDING THE AUTHORIZED POSITION LISTING AND SALARY SCHEDULE FOR CITY EMPLOYEES, AND AUTHORIZING THE CITY MANAGER TO ADMINISTER SAID BUDGET AND MAKE SUCH CHANGES AS MAY BE NECESSARY DURING THE FISCAL YEAR TO MAINTAIN STANDARDS AND LEVELS OF SERVICES AND ACHIEVE THE INTENT OF THE CITY COUNCIL IN PROVIDING SERVICES FOR FY 2021

The City Council is conducting an in depth review of the Proposed Budget for Fiscal Year (FY) 2021 at the Study Session tonight.

As we reported at the June 2nd City Council meeting, we started off this budget preparation period with a high level of certainty and momentum, especially when Measure Y (new transaction tax) passed overwhelmingly by the voters on March 3rd. Unfortunately, as COVID-19 became widely spread in the United States by mid-March and the statewide mandatory safer-at-home order took effect, our revenues haven been dramatically impacted without warning. As a result, we will be showing a significant deficit for FY 2020. Fortunately, our conservative and fiscally responsible spending habits, along with a healthy reserve, will help us weather this financial storm. We are proposing to use \$1.5 million from the General Fund Reserve, \$674,050 from Capital Improvement Project Reserve, and \$431,250 from PERS Reserve to balance the budget for FY 2020.

As for FY 2021, the financial picture is much better than FY 2020 due to the passage of Measure Y. Measure Y is expected to bring in approximately \$4.2 million in revenues. This additional revenue stream will offset the loss of revenues due to the pandemic in all other areas such as sales tax, UUT, licensing, permits, fees and citations, etc. With Measure Y and our fiscally conservative spending habits, we are able to retain the same level of services, programs, and events that our residents and businesses have come to expect and appreciate, and still post a \$236,050 projected surplus.

It is impossible to anticipate the depth and duration of the economic downturn caused by the pandemic at this time. As the safer-at-home restrictions are lifted in phases, we will

have a clearer picture of our revenue outlook and plan to re-visit this budget in a few months and adopt a more realistic budget at that time.

The following are changes made since the June 2nd presentation:

- FY 2020
- Addition of \$54,000 in Engineering Services
 - Move \$20,000 for park signage to FY 2021

- FY 2021
- Addition of \$20,000 for park signage

The attached resolution adopts the City's FY 2021 Budget in the amount of \$64,387,100. Of this amount, \$45,698,250 represents the operating budget and \$18,688,850 represents the capital improvement budget.

Summary

The following resolutions relating to the adoption of the City's annual budget are included:

- a) Resolution No. 20:020 – Adopting the City of Paramount FY 2021 Budget
- b) Resolution No. 20:021 – Adopting the Gann Appropriations Limit
- c) Resolution No. 20:022 – Adopting the FY 2021 Statement of Investment Policy

RECOMMENDED ACTION

It is recommended that the City Council read by title only and adopt Resolution No. 20:020.

CITY OF PARAMOUNT
LOS ANGELES COUNTY, CALIFORNIA

RESOLUTION NO. 20:020

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PARAMOUNT, APPROVING AND ADOPTING THE FISCAL YEAR (FY) 2021 ANNUAL MUNICIPAL OPERATING AND CAPITAL IMPROVEMENT BUDGET, ASSIGNING THE FY 2020 DEFICIT IF APPLICABLE, AMENDING THE AUTHORIZED POSITION LISTING AND SALARY SCHEDULE FOR CITY EMPLOYEES, AND AUTHORIZING THE CITY MANAGER TO ADMINISTER SAID BUDGET AND MAKE SUCH CHANGES AS MAY BE NECESSARY DURING THE FISCAL YEAR TO MAINTAIN STANDARDS AND LEVELS OF SERVICES AND ACHIEVE THE INTENT OF THE CITY COUNCIL IN PROVIDING MUNICIPAL SERVICES FOR FY 2021

WHEREAS, the City Manager has prepared the Fiscal Year 2021 Annual Municipal Operating and Capital Improvement Budget (FY 2021 Budget) in accordance with the Paramount Municipal Code, Chapter II, Article II, Section 2-23 (h); and

WHEREAS, the City Council has examined the Fiscal Year 2021 Budget with the City Manager; and

WHEREAS, the City Council finds the proposed capital improvements to be exempt from the provisions of the California Environmental Quality Act (CEQA) as Section 15301, 15302, 15303, 15304, and 15311 Categorical Exemptions: operation, repair, maintenance, or minor alteration of existing structures or facilities not expanding use; replacement or reconstruction of existing structures or facilities on the same site having the same purpose; new construction of limited small new facilities, and installation of small, new equipment and facilities; minor alterations in the condition of the land, such as grading, gardening, and landscaping that do not affect sensitive resources; and construction of minor structures accessory to existing facilities; and

WHEREAS, the City, pursuant to Federal regulations 24 CFR Part 570.301 under the Housing and Community Development Act (HCDA) of 1974, as amended, has obtained citizen comments on proposed projects which will be undertaken using CDBG and HOME funds; and

WHEREAS, the City Council has reviewed the estimated Fiscal Year 2020 revenues, expenditures, and fund balances as projected to the end of the fiscal year; and

WHEREAS, it is the intention of the City Council to assign any General Fund deficit as of June 30, 2020 to unassigned and assigned fund balances within the General Fund and/or to the Equipment Replacement Fund at the discretion of the City Manager and the Finance Director, and while the actual amount of the Fiscal Year 2020 surplus cannot be determined at this time, a breakeven budget is included; and

WHEREAS, certain capital improvement projects in Fiscal Year 2020 require continuing appropriations to complete the projects; and

WHEREAS, the City Council has studied and discussed the Fiscal Year 2021 Budget.

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 General Fund deficit as of June 30, 2020 shall be assigned to unassigned and assigned fund balances within the General Fund and/or to the Equipment Replacement Fund at the discretion of the City Manager and Finance Director.

SECTION 3. That the Fiscal Year 2021 Annual Municipal Operating Budget is hereby approved and adopted as amended by the City Council and that appropriations be made, by department, in the following amounts:

| <u>Department</u> | <u>Amount</u> |
|-----------------------------------|-------------------|
| Council/Commissions | \$ 351,450 |
| Community Promotion | 410,200 |
| City Attorney | 341,300 |
| City Manager/City Clerk | 866,000 |
| Administrative Services | 1,632,000 |
| Finance | 4,085,850 |
| Planning | 3,197,700 |
| Public Safety | 13,040,050 |
| Community Services and Recreation | 5,167,750 |
| Public Works | <u>16,605,950</u> |

| | |
|---------------------------------------|----------------------|
| TOTAL OPERATING EXPENDITURES BY DEPT. | <u>\$ 45,698,250</u> |
|---------------------------------------|----------------------|

SECTION 4. That the above appropriations for Fiscal Year 2021 shall be expended by the following funds:

| <u>Fund</u> | <u>Amount</u> |
|-----------------------------------|---------------|
| General Fund | \$ 28,702,800 |
| Community Development Block Grant | 1,127,650 |
| HOME Investment Partnership Act | 218,350 |
| After School Education and Safety | 2,116,700 |
| Gas Tax Fund | 1,338,350 |
| Traffic Safety Fund | 75,000 |
| AB 939 Fees | 59,300 |

| <u>Fund (con't)</u> | <u>Amount</u> |
|---|-----------------------------|
| Air Quality Management District | \$ 15,800 |
| Proposition A Transit Tax | 870,100 |
| Proposition C Transit Tax | 165,600 |
| Measure R Transit Tax | 69,650 |
| Measure M Transit Tax | 68,300 |
| Measure W | 318,000 |
| Maintenance District Funds | 14,150 |
| Art Fund | 3,000 |
| Public Access | 5,000 |
| General Plan | 320,000 |
| Other Grants Fund: | |
| JAG Grant | 69,000 |
| CA Local Early Action Planning (LEAP) | 90,000 |
| Measure H (Homeless Initiative) | 115,000 |
| CA Permanent Housing Allocation (PLHA) | 20,000 |
| Park Maintenance – Paramount Park | 22,600 |
| SB 2 Planning Grant | 160,000 |
| SB 821 | 40,450 |
| SCAG Grant | 150,000 |
| State COPS | 156,000 |
| Used Oil | 15,000 |
| Municipal Water Fund | 9,214,850 |
| Equipment Replacement Fund | <u>157,600</u> |
| TOTAL OPERATING EXPENDITURES BY FUND | <u>\$ 45,698,250</u> |

SECTION 5. That the Fiscal Year 2021 Annual Municipal Capital Improvement Budget is hereby approved and adopted as amended by the City Council and that appropriation be made, by project, in the following amounts:

| <u>NEW CAPITAL PROJECTS FOR FY 2021</u> | <u>Amount</u> |
|---|----------------------------|
| Installation of Services and Hydrants – FY 2021 | \$ 75,000 |
| Annual Valve Replacement Program – FY 2021 | 25,000 |
| Neighborhood Street Resurfacing – FY 2021 | 2,300,000 |
| WSAB Bikeway Phase 4 | 3,127,450 |
| Bus Shelters | 250,000 |
| Traffic Signal Designs | 80,000 |
| Civic Center Monument Sign | 60,000 |
| Neighborhood Enhancement Program | 50,000 |
| Phone System Upgrade | 50,000 |
| Bus Stop Trash Cans | 24,000 |
| Utility Mural Box | <u>6,000</u> |
| Subtotal New Capital Projects FY 2021 | <u>\$ 6,047,450</u> |

| <u>CARRY-OVER CAPITAL PROJECTS FROM FY 2020</u> | <u>Amount</u> |
|---|---------------|
| Well #16 Design/Construction | \$ 7,022,350 |
| Arterial Street Resurfacing – FY 2020 | 1,821,000 |
| Neighborhood Street Resurfacing – FY 2020 | 1,649,600 |
| Paramount Park Pool Replaster | 810,000 |
| WSAB Bikeway Phase 2 | 540,000 |
| Rosecrans Bridge Repair | 458,450 |
| Progress Plaza Facility Improvements | 285,000 |
| Civic Center Fountain Design | 30,000 |
| Pond Sculpture | 14,000 |
| Mariposa/Progress Plaza Carpet Replacement | <u>11,000</u> |

| | |
|---|----------------------|
| Subtotal Carry-Over Projects from FY 2020 | <u>\$ 12,641,400</u> |
|---|----------------------|

| | |
|--------------------------------------|----------------------|
| TOTAL CAPITAL IMPROVEMENTS - FY 2021 | <u>\$ 18,688,850</u> |
|--------------------------------------|----------------------|

SECTION 6. That the above capital improvement project appropriations for Fiscal Year 2021 shall be expended by the following funds:

| <u>Fund</u> | <u>Amount</u> |
|---|------------------|
| General Fund | \$ 100,000 |
| Capital Improvement Project (CIP) Reserve | 181,000 |
| California Natural Resources Agency (CRNA) | 3,257,450 |
| Highway Bridge Repair Program | 405,850 |
| Measure A Park Grant | 690,000 |
| Measure M Transit Tax | 1,415,000 |
| Measure R Transit Tax | 1,274,600 |
| Proposition A Transit Tax | 274,000 |
| Proposition C Transit Tax | 1,272,600 |
| Public Art Fund | 20,000 |
| SB 1 – Road Maintenance & Repair Act (RMRA) | 1,700,000 |
| SB 1 – Active Transportation Program (ATP) | 295,000 |
| STPL | 681,000 |
| Municipal Water Fund | <u>7,122,350</u> |

| | |
|--|----------------------|
| TOTAL CAPITAL IMPROVEMENT APPROPRIATIONS | <u>\$ 18,688,850</u> |
|--|----------------------|

SECTION 7. That the City shall not undertake any capital improvements without adequate environmental review and approval.

SECTION 8. That the City Council amends the "Authorized Position Listing for Full-Time Positions" as follows:

AUTHORIZED POSITION LISTING
FOR FULL-TIME POSITIONS

| <u>Positions Authorized</u> | <u>Job Classification Titles</u> | <u>Pay Range Number</u> |
|---------------------------------|---|---------------------------------|
| 1 | City Manager | 278 |
| 1 | City Attorney | 261 |
| 1 | Assistant City Manager | 257 |
| 1 | Community Services & Recreation Director | 255 |
| 1 | Finance Director | 255 |
| 1 | Planning Director | 255 |
| 1 | Public Safety Director | 255 |
| 1 | Public Works Director | 255 |
| 1 | City Clerk | 252 |
| 1 | Assistant Community Svcs. & Recreation Director | 250 |
| 1 | Assistant Finance Director | 250 |
| 1 | Assistant Planning Director | 250 |
| 1 | Assistant Public Safety Director | 250 |
| 1 | Assistant Public Works Director | 250 |
| 1 | Building & Safety Manager | 202 |
| 1 | Human Resources Manager | 202 |
| 1 | Public Works Operations M | 196 |
| 1 | Public Information Officer | 194 |
| 1 | Senior Accountant | 188 |
| 1 | Public Works Manager | 186 |
| 1 | Water Superintendent | 186 |
| 1 | Information Technology (IT) Manager | 186 |
| 1 | Senior Services Program Supervisor | 183 |
| 2 | Building and Safety Inspector | 182 |
| 1 | Management Analyst II | 178 |
| 1 | Associate Planner | 170 |
| 3 | Community Services & Recreation Supervisor | 170 |
| 1 | Finance Supervisor | 170 |
| 2 | Maintenance Supervisor | 170 |
| 3 | Management Analyst | 170 |
| 1 | Water Supervisor | 170 |
| 1 | Senior Code Enforcement Officer | 165 |
| 1 | Community Service Officer Supervisor | 163 |
| 1 | Executive Assistant | 163 |
| 1 | Information Technology (IT) Analyst I | 160 |
| 3 | Code Enforcement Officer | 155 |
| 2 | Recreation Specialist | 151 |
| 1 | Building Permit Technician | 151 |
| 1 | Graphic Artist/Social Media Coordinator | 151 |
| 3 | Finance Technician | 148 |

| <u>Pay Positions Authorized</u> | <u>Job Classification Titles</u> | <u>Range Number</u> |
|---|----------------------------------|-------------------------|
| 1 | Payroll Technician | 148 |
| 6 | Administrative Assistant | 148 |
| 6 | Senior Maintenance Worker | 148 |
| 3 | Senior Water Operator | 148 |
| 1 | Warehouse Attendant | 148 |
| 7 | Community Service Officer | 142 |
| 1 | Parking Control Officer | 140 |
| 2 | Office Assistant II | 137 |
| 8 | Maintenance Worker | 137 |
| 4 | Water Operator | 137 |
| <u>90</u> | | |

POSITION LISTING FOR PART-TIME POSITIONS

| <u>Job Classification Titles</u> | <u>Pay Range Number</u> |
|-----------------------------------|---------------------------------|
| Accounting Specialist | 128 |
| Code Enforcement Officer | 121 |
| Information Technology Specialist | 108 |
| Finance Assistant | 87 |
| Recreation Assistant | 87 |
| Finance Aide | 72 |
| HR Assistant | 72 |
| Public Service Assistant | 72 |
| Administrative Intern | 68 |
| Planning Intern | 68 |
| Recreation Coordinator | 68 |
| Office Assistant I | 58 |
| Senior Recreation Leader | 53 |
| Maintenance Aide | 48 |
| Office Aide | 48 |
| Water Operator Aide | 48 |
| Recreation Leader | 41 |
| Social Media Aide | 41 |

POSITION LISTING FOR PART-TIME STAR POSITIONS

| <u>Job Classification Titles</u> | <u>Pay Range Number</u> |
|----------------------------------|---------------------------------|
| STAR Program Assistant | S45 |
| STAR Program Coordinator | S24 |
| STAR Sr. Program Leader | S10 |
| STAR Program Leader | S01 |

SECTION 9. That the City Council amends the "Salary Tables" as follows:

**CITY OF PARAMOUNT
FULL-TIME SALARY TABLE
FY 2021 (Effective 07/01/2020)**

| RANGE | STEP A | STEP B | STEP C | STEP D | STEP E |
|--------------|---------------|---------------|---------------|---------------|---------------|
| 137 | 3,812.54 | 4,003.16 | 4,203.32 | 4,413.49 | 4,634.16 |
| 140 | 3,928.06 | 4,124.46 | 4,330.68 | 4,547.22 | 4,774.58 |
| 142 | 4,007.01 | 4,207.36 | 4,417.73 | 4,638.62 | 4,870.55 |
| 148 | 4,253.52 | 4,466.20 | 4,689.51 | 4,923.99 | 5,170.19 |
| 151 | 4,382.41 | 4,601.53 | 4,831.61 | 5,073.19 | 5,326.85 |
| 155 | 4,560.35 | 4,788.37 | 5,027.79 | 5,279.18 | 5,543.14 |
| 160 | 4,792.98 | 5,032.63 | 5,284.26 | 5,548.47 | 5,825.89 |
| 163 | 4,938.21 | 5,185.12 | 5,444.38 | 5,716.60 | 6,002.43 |
| 165 | 5,037.47 | 5,289.34 | 5,553.81 | 5,831.50 | 6,123.07 |
| 170 | 5,294.43 | 5,559.15 | 5,837.11 | 6,128.96 | 6,435.41 |
| 178 | 5,733.11 | 6,019.76 | 6,320.75 | 6,636.79 | 6,968.63 |
| 180 | 5,848.34 | 6,140.76 | 6,447.80 | 6,770.19 | 7,108.70 |
| 182 | 5,965.90 | 6,264.19 | 6,577.40 | 6,906.27 | 7,251.58 |
| 183 | 6,025.55 | 6,326.83 | 6,643.17 | 6,975.33 | 7,324.10 |
| 186 | 6,208.14 | 6,518.54 | 6,844.47 | 7,186.69 | 7,546.03 |
| 188 | 6,332.92 | 6,649.56 | 6,982.04 | 7,331.14 | 7,697.70 |
| 190 | 6,460.21 | 6,783.22 | 7,122.38 | 7,478.50 | 7,852.43 |
| 194 | 6,722.52 | 7,058.65 | 7,411.58 | 7,782.16 | 8,171.27 |
| 196 | 6,857.64 | 7,200.53 | 7,560.55 | 7,938.58 | 8,335.51 |
| 202 | 7,279.53 | 7,643.50 | 8,025.68 | 8,426.96 | 8,848.31 |
| 250 | 8,060.87 | 8,463.92 | 8,887.11 | 9,331.47 | 9,798.04 |
| 252 | 8,623.70 | 9,054.88 | 9,507.62 | 9,983.01 | 10,482.16 |
| 255 | 10,142.94 | 10,650.08 | 11,182.59 | 11,741.72 | 12,328.80 |
| 257 | 12,576.87 | 13,205.71 | 13,866.00 | 14,559.30 | 15,287.26 |
| 261 | 12,269.61 | | | | |
| 278 | 18,025.00 | | | | |

**CITY OF PARAMOUNT
PART-TIME SALARY TABLE
FY 2021 (Effective 07/01/2020)**

| RANGE | STEP A | STEP B | STEP C | STEP D | STEP E |
|--------------|---------------|---------------|---------------|---------------|---------------|
| 41 | 11.85 | 12.44 | 13.06 | 13.72 | 14.40 |
| 48 | 12.70 | 13.33 | 14.00 | 14.70 | 15.44 |
| 53 | 13.35 | 14.01 | 14.72 | 15.45 | 16.22 |
| 58 | 14.03 | 14.73 | 15.47 | 16.24 | 17.05 |
| 68 | 15.50 | 16.27 | 17.08 | 17.94 | 18.83 |
| 72 | 16.12 | 16.93 | 17.78 | 18.67 | 19.60 |
| 87 | 18.72 | 19.66 | 20.64 | 21.67 | 22.75 |
| 108 | 23.07 | 24.22 | 25.44 | 26.71 | 28.04 |
| 121 | 26.26 | 27.58 | 28.95 | 30.40 | 31.92 |
| 128 | 28.15 | 29.56 | 31.04 | 32.59 | 34.22 |

**CITY OF PARAMOUNT
STAR PART-TIME SALARY TABLE
FY 2021 (Effective 07/01/2020)**

| RANGE | STEP A | STEP B | STEP C | STEP D | STEP E |
|--------------|---------------|---------------|---------------|---------------|---------------|
| S01 | 13.25 | 13.92 | 14.62 | 15.35 | 16.11 |
| S10 | 14.49 | 15.21 | 15.97 | 16.77 | 17.61 |
| S24 | 16.65 | 17.48 | 18.35 | 19.26 | 20.23 |
| S45 | 20.52 | 21.54 | 22.62 | 23.75 | 24.93 |

SECTION 10. That the Gann Appropriations Limitation has been duly approved by Resolution No. 20:021.

SECTION 11. That the City Council authorizes and directs the City Manager or his/her designee to make any necessary changes and adjustments to the approved appropriations up to \$10,000, or to fiscal and personnel matters, or enter into and execute agreements necessary to administer City operations and capital improvement projects in order to assure adequate and proper standards of service and to achieve the intent of the City Council in providing municipal services for Fiscal Year 2021.

SECTION 12. That the City Council hereby directs the City Manager to have the FY 2021 Budget prepared for general distribution.

SECTION 13. The Mayor, or presiding officer, is hereby authorized to affix his/her signature to this resolution signifying its adoption and the City Clerk or his/her duly appointed deputy is directed to attest thereto.

SECTION 14. This Resolution shall take effect immediately upon its adoption.

PASSED, APPROVED and ADOPTED by the City Council of the City of Paramount this 16th day of June 2020.

Peggy Lemons, Mayor

ATTEST:

Heidi Luce, City Clerk

JUNE 16, 2020

RESOLUTION NO. 20:021

“A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PARAMOUNT, CALIFORNIA, ADOPTING THE APPROPRIATIONS LIMIT FOR THE FISCAL YEAR 2021 IMPLEMENTING ARTICLE XIII-B OF THE STATE CONSTITUTION PURSUANT TO SECTION 7900 ET. SEQ. OF THE GOVERNMENTAL CODE”

MOTION IN ORDER:

READ BY TITLE ONLY AND ADOPT RESOLUTION NO. 20:021 ESTABLISHING THE APPROPRIATIONS LIMIT FOR FISCAL YEAR 2021 IN THE AMOUNT OF \$764,598,326.

MOTION:

MOVED BY: _____

SECONDED BY: _____

[] APPROVED

[] DENIED

ROLL CALL VOTE:

AYES: _____

NOES: _____

ABSENT: _____

ABSTAIN: _____



To: Honorable City Council
From: John Moreno, City Manager
By: Karina Liu, Finance Director
Clyde Alexander, Assistant Finance Director
Date: June 16, 2020

**Subject: RESOLUTION NO. 20:021
ADOPTING THE APPROPRIATIONS LIMIT FOR FISCAL YEAR 2021
IMPLEMENTING ARTICLE XIII-B OF THE STATE CONSTITUTION
PURSUANT TO SECTION 7900 ET. SEQ. OF THE GOVERNMENT CODE**

The California Constitution, Article XIII-B, commonly referred to as "Proposition 4: The Gann Appropriations Limit," requires the City to annually adopt an appropriations limit beyond which budgetary appropriation shall not be made. The appropriations limit can be adjusted each year to allow for increases in population, assessed value growth, and/or increases in per capita income.

The City has the option to annually increase the appropriation limit. This is done by choosing two of the following four variables and multiplying them to arrive at the allowed increase in appropriations. We may choose the two variables that most benefit the City.

Factor 1

1. The percentage change in California per capita income, or
2. The percentage change in Paramount's assessed valuation due to new non-residential construction.

Factor 2

1. The percentage change in Paramount's population, or
2. The percentage change in Los Angeles County's population.

For Fiscal Year 2021 we have chosen to use: 1) the percentage change in Paramount's assessed valuation due to new non-residential construction and 2) the percentage change in Los Angeles County's population. These factors allow us to increase our appropriations limit by 1.274% to \$764,298,326. The amount of our tax revenues subject to this limit is \$24,902,923 which is well under the limit of \$764,598,326

RECOMMENDED ACTION

It is recommended that the City Council read by title only and adopt Resolution No. 20:021 establishing the appropriations limit for Fiscal Year 2021 in the amount of \$764,598,326.

CITY OF PARAMOUNT
LOS ANGELES COUNTY, CALIFORNIA

RESOLUTION NO. 20:021

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PARAMOUNT, CALIFORNIA, ADOPTING THE APPROPRIATIONS LIMIT FOR FISCAL YEAR 2021 IMPLEMENTING ARTICLE XIII-B OF THE STATE CONSTITUTION PURSUANT TO SECTION 7900 ET. SEQ. OF THE GOVERNMENT CODE

WHEREAS, the people of California on November 6, 1979, added Article XIII-B to the State Constitution placing various limitations on the appropriations of state and local governments; and

WHEREAS, the State Legislature adopted Chapter 1205 and 1342 of the 1990 Statutes which implemented Article XIII-B; and

WHEREAS, Section 7902 of the Government Code provides the process in which to calculate the appropriations limit pursuant to Article XIII-B; and

WHEREAS, Section 7910 of the Government Code requires cities to adopt a resolution setting the annual appropriations limit at a regularly scheduled meeting or a noticed special meeting.

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 appropriations limit for Fiscal Year 2021 pursuant to Section 7902 of the Government Code shall be \$764,598,326.

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

PASSED, APPROVED and ADOPTED by the City Council of the City of Paramount on this 16th day of June 2020.

Peggy Lemons, Mayor

ATTEST:

Heidi Luce, City Clerk

ESTABLISHING THE APPROPRIATIONS LIMIT

Schedule #1

| | | | |
|--|--------|----|---------------------------|
| A. LAST YEAR'S APPROPRIATIONS LIMIT | | \$ | 600,155,672 |
| B. ADJUSTMENT FACTORS (Schedule #5) | | | |
| Factor No. 1. Change in Paramount's assessed valuation due to new non-residential construction | 27.54% | | 1.2754 |
| Factor No. 2. Change in Los Angeles County's Population | -0.11% | | 0.9989 |
| Total Adjustment Factor (Factor No. 1 multiplied by Factor No. 2) | | | <u>1.274%</u> |
| C. THIS YEAR'S LIMIT (Last year's limit multiplied by Total Adjustment Factor) | | | 764,598,326 |
| D. OTHER ADJUSTMENTS | | | |
| Lost Responsibility (-) | | 0 | |
| Transfer to Private (-) | | 0 | |
| Transfer to Fees (-) | | 0 | |
| Assumed Responsibility (+) | | 0 | |
| Sub-total Other Adjustments | | | <u>0</u> |
| E. THIS YEAR'S APPROPRIATIONS LIMIT | | \$ | <u><u>764,598,326</u></u> |

**CITY OF PARAMOUNT
GANN LIMITATION ANALYSIS - FY 2021
APPROPRIATIONS OVER/(UNDER) THE LIMIT**

Schedule #2

| | | | |
|--|--|----|-----------------------------|
| A. PROCEEDS OF TAXES | | | |
| NON-INTEREST TAX PROCEEDS (Schedule #3, Line 60) | | \$ | 24,842,100 |
| INTEREST EARNINGS PRODUCED BY TAX PROCEEDS (Schedule #4, Line G) | | | <u>60,823</u> |
| Sub-total Proceeds of Taxes | | \$ | 24,902,923 |
| B. EXCLUSIONS | | | <u>0</u> |
| C. APPROPRIATIONS SUBJECT TO LIMITATION (A-B) | | \$ | 24,902,923 |
| D. CURRENT YEAR LIMIT (Schedule #1) | | \$ | <u>764,598,326</u> |
| E. OVER/(UNDER) LIMIT (C-D) | | \$ | <u><u>(739,695,403)</u></u> |

**CITY OF PARAMOUNT
GANN LIMITATION ANALYSIS - FY 2021
CALCULATION OF TAX PROCEEDS**

Schedule #3

| | REVENUE | PROCEEDS OF TAXES | NON-PROCEEDS OF TAXES | TOTAL |
|----|--|------------------------------|----------------------------------|--------------|
| | TAXES: | | | |
| 1 | Property Tax | \$ 2,272,100 | \$ | \$ 2,272,100 |
| 2 | Real Property Transfer Tax | 50,000 | | 50,000 |
| 3 | Sales Tax | 7,900,000 | | 7,900,000 |
| 4 | Transaction & Use Tax | 4,200,000 | | 4,200,000 |
| 5 | Business License Tax | 700,000 | | 700,000 |
| 6 | Utility Users Tax | 3,200,000 | | 3,200,000 |
| | FROM STATE: | | | |
| 7 | Motor Vehicle License | 20,000 | | 20,000 |
| 8 | Motor Vehicle License In Lieu | 6,500,000 | | 6,500,000 |
| 9 | Gasoline Tax/Transportation Funds | | 1,302,300 | 1,302,300 |
| | OTHER GOVERNMENTS: | | | |
| 10 | After School Education and Safety Allocation | | 2,126,700 | 2,126,700 |
| 11 | Air Quality Management District (AB2766) | | 68,000 | 68,000 |
| 12 | ATP Grant | | 295,000 | 295,000 |
| 13 | CA Local Early Action Planning (LEAP) | | 90,000 | 90,000 |
| 14 | CA Permanent Housing Allocation (PLHA) | | 20,000 | 20,000 |
| 15 | California Natural Resource Agency (CNRA) | | 3,257,450 | 3,257,450 |
| 16 | Community Development (CDBG/HOME) | | 1,346,000 | 1,346,000 |
| 17 | Highway Bridge Repair (HBR) | | 405,850 | 405,850 |
| 18 | Justice Administration Grant | | 69,000 | 69,000 |
| 19 | Measure A | | 690,000 | 690,000 |
| 20 | Measure H | | 115,000 | 115,000 |
| 21 | Measure M | | 798,800 | 798,800 |
| 22 | Measure R | | 704,900 | 704,900 |
| 23 | Measure W | | 500,000 | 500,000 |
| 24 | Park Maintenance (Paramount) | | 22,600 | 22,600 |
| 25 | Proposition A | | 1,137,000 | 1,137,000 |
| 26 | Proposition C | | 943,000 | 943,000 |
| 27 | SB 1 RMRA | | 953,800 | 953,800 |
| 28 | SB 2 | | 160,000 | 160,000 |
| 29 | SB 821 Sidewalk/Bikeway | | 40,450 | 40,450 |
| 30 | SCAG Grant | | 150,000 | 150,000 |
| 31 | State COPS | | 100,000 | 100,000 |
| 32 | Used Oil | | 15,000 | 15,000 |
| | LOCALLY RAISED: | | | |
| 33 | Administration Citation Fines | | 10,000 | 10,000 |
| 34 | AB 939 Waste Reduction Fees | | 98,000 | 98,000 |
| 35 | Animal Licenses | | 106,000 | 106,000 |
| 36 | Construction Permits | | 160,000 | 160,000 |
| 37 | Development Fees | | 120,000 | 120,000 |
| 38 | Disability Access/Education | | 5,000 | 5,000 |

**CITY OF PARAMOUNT
GANN LIMITATION ANALYSIS - FY 2021
CALCULATION OF TAX PROCEEDS**

Schedule #3

| | REVENUE | PROCEEDS OF TAXES | NON-PROCEEDS OF TAXES | TOTAL |
|----|---|------------------------------|----------------------------------|----------------------|
| | LOCALLY RAISED: | | | |
| 39 | Franchise Fees | | 1,700,000 | 1,700,000 |
| 40 | Industrial Waste Inspection | | 65,000 | 65,000 |
| 41 | Master Plan Fees | | 30,000 | 30,000 |
| 42 | Municipal Court Fines | | 3,000 | 3,000 |
| 43 | Other Licenses & Permits | | 1,000 | 1,000 |
| 44 | Parking Citations | | 540,000 | 540,000 |
| 45 | Property Assessments | | 14,150 | 14,150 |
| 46 | Public Access Fees | | 35,000 | 35,000 |
| 47 | Public Art Fee | | 50,000 | 50,000 |
| 48 | Recreation Program Fees | | 70,000 | 70,000 |
| 49 | Rent and Leases | | 58,750 | 58,750 |
| 50 | Sewer Reconstruction Fees | | 1,500 | 1,500 |
| 51 | State Transportation Program | | 681,000 | 681,000 |
| 52 | Storm Drain Fees | | 15,000 | 15,000 |
| 53 | Traffic Safety Fines | | 75,000 | 75,000 |
| 54 | Vehicle Corrections | | 3,000 | 3,000 |
| 55 | Vehicle Impound Fees | | 30,000 | 30,000 |
| | OTHER MISCELLANEOUS: | | | |
| 56 | Judgements/Damages | | 5,000 | 5,000 |
| 57 | Miscellaneous | | 150,000 | 150,000 |
| 58 | Reimbursement from Water | | 850,000 | 850,000 |
| 59 | Reimbursement from PRA | | 225,000 | 225,000 |
| 60 | SUB-TOTAL (For Schedule #4) | \$ <u>24,842,100</u> | \$ <u>20,412,250</u> | \$ <u>45,254,350</u> |
| 61 | INTEREST EARNINGS: (From Schedule #4) | 60,823 | 49,977 | 110,800 |
| 62 | TOTAL REVENUE (Use for Schedule #2) | <u>24,902,923</u> | <u>20,462,227</u> | <u>45,365,150</u> |
| 63 | RESERVE WITHDRAWALS (Including appropriated fund balance) | 0 | 0 | 0 |
| 64 | TOTAL OF THESE FUNDS | <u>24,902,923</u> | <u>20,462,227</u> | <u>45,365,150</u> |
| 65 | OTHER FUNDS NOT INCLUDED (1) | 0 | 7,281,750 | 7,281,750 |
| 66 | GRAND TOTAL BUDGET | \$ <u>24,902,923</u> | \$ <u>27,743,977</u> | \$ <u>52,646,900</u> |

(1) Includes Water Enterprise and Equipment Replacement Funds

**CITY OF PARAMOUNT
GANN LIMITATION ANALYSIS - FY 2021
INTEREST EARNINGS PRODUCED BY TAX**

Schedule #4

| | |
|--|--------------------------|
| A. NON-INTEREST TAX PROCEEDS (From Schedule #3, Line 57) | \$ 24,842,100 |
| B. MINUS EXCLUSIONS | <u>0</u> |
| C. NET INVESTED TAXES (A-B) | \$ 24,842,100 |
| D. PLUS RESERVE WITHDRAWALS and NON-TAX PROCEEDS | \$ 45,254,350 |
| E. TAX PROCEEDS AS % OF BUDGET (C/D) | 54.89% |
| F. TOTAL INTEREST EARNINGS | \$ <u>110,800</u> |
| G. INTEREST EARNED FROM TAXES (E*F) (To Schedule #3, Line 58) | <u>60,823</u> |
| H. INTEREST EARNED FROM NON-TAXES (F-G) | \$ <u>49,977</u> |

**CITY OF PARAMOUNT
GANN LIMITATION ANALYSIS - FY 2021
GANN LIMITATION ADJUSTMENT FACTORS**

Schedule #5

| PERMITTED ADJUSTMENT FACTORS | AMOUNT | SELECTED FACTOR |
|---|---------------|-----------------------------|
| FACTOR 1: | | |
| % CHANGE IN CALIFORNIA PER CAPITA INCOME (1) | 3.73% | |
| OR | | |
| % CHANGE IN PARAMOUNT'S ASSESSED VALUATION DUE TO NEW NON-RESIDENTIAL CONSTRUCTION (2) | 27.54% | 27.54% |
| FACTOR 2: | | |
| % CHANGE IN PARAMOUNT'S POPULATION (1) | -0.19% | |
| OR | | |
| % CHANGE IN LOS ANGELES COUNTY POPULATION (1) | -0.11% | <u>-0.11%</u> |
| Adjustment Factor (Add one to each factor then multiply factors) | | <u><u>1.274%</u></u> |

SOURCES:

(1) California Department of Finance, Price & Population Data for Local Jurisdictions, May 2020

(2) Los Angeles County Assessor's Office

JUNE 16, 2020

RESOLUTION NO. 20:022

“A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PARAMOUNT
ADOPTING THE STATEMENT OF INVESTMENT POLICY FOR THE CITY
OF PARAMOUNT FOR FISCAL YEAR 2021”

MOTION IN ORDER:

READ BY TITLE ONLY AND ADOPT RESOLUTION NO. 20:022.

MOTION:

MOVED BY: _____

SECONDED BY: _____

☐ APPROVED

☐ DENIED

ROLL CALL VOTE:

AYES: _____

NOES: _____

ABSENT: _____

ABSTAIN: _____



To: Honorable City Council
From: John Moreno, City Manager
By: Karina Liu, Finance Director
Date: June 16, 2020

**Subject: RESOLUTION NO. 20:022
ADOPTING THE STATEMENT OF INVESTMENT POLICY FOR THE CITY
OF PARAMOUNT FOR FISCAL YEAR 2021**

Background

For almost a decade the California Government Code required all cities to review and approve their investment policy once a year at a public meeting. In late 2004, the State Legislature passed a bill making the annual review optional. The State's action was financially driven as the requirement also brought a financial burden to the State in the form of State-mandated reimbursements to local governments. Nevertheless, as a City we firmly believe the annual review and adoption is a financially sound organizational practice that we should maintain regardless of the State's requirements.

In general, we are conservative with our investments. Our investment policy is more restrictive than that allowed by State law. All of our investment funds are currently maintained in short-term instruments like the State's Local Agency Investment Fund (LAIF). Our most recent Treasurer's Report for April 2020 includes a total of \$30.89 million in cash and investments being managed by City staff. Our investment portfolio consists of the following: approximately 77.77% in LAIF which equates to same day liquidity, and the remaining 22.23% balance is on deposit in our local bank to cover outstanding checks.

Description of Attachments

Attached is the Statement of Investment Policy for the City. Also attached are supporting documents that will assist us in complying with our recommended Investment Policy. To help understand the Investment Policy, the following descriptions are provided to explain each of the attachments.

Attachment A - Statement of Investment Policy. This statement is intended to provide guidelines for the prudent investment of the City's temporary idle cash. The statement has been prepared in accordance with existing laws.

Attachment B - Investment Program. This document details the investment guidelines and internal control objectives, including the segregation of duties that are referenced in the Investment Policy. The investment program is established by the City Treasurer and will be modified as needed.

Attachment C - Broker/Dealer Questionnaire and Certification. This document will be utilized if any investments are purchased through a broker/dealer.

Attachment D - Before Entering a Governmental Pool Questionnaire. This document will be utilized if the City elects to join another governmental pool, similar to LAIF.

Summary

This Investment Policy has not changed from previous years. We believe that the Statement of Investment Policy (Attachment A) provides guidelines for the prudent investment of the City's temporary idle cash and outlines the procedures for maximizing the efficiency of the City's cash management system. This Investment Policy has been prepared in conformance with the existing laws of the State of California for General Law cities and adheres to the standards set forth by the Government Finance Officers Association (GFOA) and the Municipal Treasurers' Association of the United States and Canada (MTA US&C).

RECOMMENDED ACTION

It is recommended that the City Council read by title only and adopt Resolution No. 20:022.

CITY OF PARAMOUNT
LOS ANGELES COUNTY, CALIFORNIA

RESOLUTION NO. 20:022

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PARAMOUNT
ADOPTING THE STATEMENT OF INVESTMENT POLICY FOR THE CITY
OF PARAMOUNT FOR FISCAL YEAR 2021

WHEREAS, the California Government Code Section 53646 previously required the City Treasurer to submit a Statement of Investment Policy to the City Council each fiscal year; and

WHEREAS, the City of Paramount considers the annual submittal of the Statement of Investment Policy to the City Council for their review to be a sound organizational practice; and

WHEREAS, the Statement of Investment Policy is necessary in order to assure the City Council that the City's investment goals of safety, liquidity, yield, and safekeeping are met; and

WHEREAS, the Statement of Investment Policy was designed according to the specific needs of the City of Paramount in compliance with Government Code regulations.

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 hereby approves the adoption of the Statement of Investment Policy and authorizes the City Treasurer to invest the City's idle funds in accordance with its provisions.

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

PASSED, APPROVED and ADOPTED by the Paramount City Council this 16th day of June 2020.

Peggy Lemons, Mayor

Attest:

Heidi Luce, City Clerk

STATEMENT OF INVESTMENT POLICY

Fiscal Year 2021

I. PURPOSE

This statement is intended to provide guidelines for the prudent investment of the City's temporary idle cash and outline the procedures for maximizing the efficiency of the City's cash management. The ultimate goal is to enhance the economic status of the City while safeguarding its assets. This investment policy has been prepared so as to be in conformance with all pertinent existing laws of the State of California for General Law cities.

II. SCOPE

The investment policy applies to all financial assets of the City of Paramount and its component units as accounted for in the Comprehensive Annual Financial Report (CAFR). This policy is applicable, but not limited to all of the funds listed below:

- General Fund
- Special Revenue Funds
- Proprietary Funds
- Fiduciary Funds

III. OBJECTIVE

The City's cash management system is designed to accurately monitor and forecast revenues and expenditures, thus enabling the City to invest funds to the fullest extent possible only after the criteria established for safety and liquidity have been met.

The City of Paramount strives to maintain the level of investment of all idle funds as near to 100% as possible, through daily and projected cash flow determinations. Idle cash management and investment transactions are the responsibility of the City Treasurer.

The primary objective of the investment policy of the City of Paramount is **safety of principal**. Effective cash flow management and resulting cash investment practices are recognized as essential to good fiscal management and control. The City's portfolio shall be designed and managed in a manner responsive to the public trust and consistent with state and local law.

Criteria for selecting investments and the order of priority are:

1. Safety. Safety and the minimizing of risk associated with investing refers to attempts to reduce the potential for loss of principal, interest or a combination of the two. The first level of risk controls is found in state laws which restrict the particular type of permissible investments for municipalities. The second level of risk control is the reduction of default risk by investing in instruments that appear to be the most creditworthy. The third level of risk control is the reduction of market risk by investing in instruments that have relatively short maturities, thereby eliminating the risk of loss from a forced sale. The City only invests in those instruments that are considered very safe. The City does not make investments with the intent to "play the market". Investments are made based upon the "yield to maturity".
2. Liquidity. Liquidity refers to the ability to easily sell or "cash in" at any time with a minimal risk of losing some portion of principal or interest. Liquidity is an important quality for an investment to have. At any time the City may have unexpected or unusual circumstances that result in larger disbursements than expected and some investments may need to be sold to meet the contingency. The longer it takes to "cash in" an investment the less "liquid" the investment.
3. Yield. Yield is the potential dollar earnings an investment can provide, and also is sometimes described as the rate of return. The City attempts to obtain the highest yield possible when selecting an investment, provided that the criteria stated herein for safety and liquidity are met.
4. Safekeeping. Securities purchased shall be held in the City's designated third party custodian and evidenced by safekeeping receipts.

The basic premise underlying the City's investment philosophy is, and continues to be, to ensure that surplus funds are always safe and available when needed.

IV. DELEGATION OF INVESTMENT AUTHORITY

The City Council by resolution has delegated the City Treasury functions to the Finance Director/City Treasurer. As such, the Finance Director has been given the authority to invest idle funds subject to the limitations set forth in the Investment Policy. The City Treasurer will establish an investment program consistent with this Investment Policy. The investment program shall include explicit delegation of authority to persons responsible for investment transactions. No person may engage in an investment transaction except as provided under the terms of this policy and the procedures established by the City Treasurer. The City Treasurer shall be responsible for all transactions undertaken and shall establish a system of controls to regulate the activities of subordinate officials. In the Treasurer's absence, the City Manager, City Clerk, Assistant Finance Director and Senior Accountant are authorized to approve investment transactions.

V. PRUDENCE

Investments shall be made with judgment and care, under circumstances then prevailing, which persons of prudence, discretion and intelligence exercise in the management of their own affairs; not for speculation, but for investment, considering the probable safety of their capital as well as the probable income to be derived. The standard of prudence to be used by investment officials shall be the "prudent investor" standard (California Government Code Section 53600.3) and shall be applied in the context of managing an overall portfolio. It is the City's full intent, at the time of purchase, to hold all investments until maturity to ensure the return of all invested principal dollars.

Investment officers acting within the intent and scope of the investment policy and other written procedures and exercising due diligence shall be relieved of personal responsibility and liability for an individual security's credit risk or market price changes. This assumes that deviations from expectations are reported in a timely fashion and appropriate action is taken to control adverse developments.

VI. AUTHORIZED FINANCIAL INSTITUTIONS AND DEALERS

The City Treasurer will select broker/dealers of government securities and other investments on the basis of creditworthiness, financial strength, experience and minimum capitalization and who are authorized to provide investment and financial advisory services in the State of California. No public deposit shall be made except in a qualified public depository as established by state laws.

The City Treasurer shall select only broker/dealers who are licensed and in good standing with California Department of Securities, the Securities and Exchange Commission, the National Association of Securities Dealers or other applicable self-regulatory organizations.

Before engaging in investment transactions with a broker/dealer, the City Treasurer shall have received from said firm a signed Certification Form. This form shall attest that the individual responsible for the City of Paramount's account with that firm has reviewed the City of Paramount's Investment Policy. Furthermore, with it the firm declares that it understands the policy and intends to present investment recommendations and transactions to the City of Paramount that are appropriate under the terms and conditions of the Investment Policy. A current audited financial statement is required to be on file for each financial institution and broker/dealer in which the City invests.

VII. AUTHORIZED INVESTMENTS

Eligible investments under California Government Code, Sections 53600 & 53601, and their acceptability to the City are shown in the table below.

| Investment Type | Eligible for Local Gov't Investments | Acceptable for City of Paramount |
|---|--------------------------------------|----------------------------------|
| Local Agency Bonds | x | x |
| Certificates of Deposit, placed with Commercial Banks and Saving and Loan Companies | x | x |
| United States Treasury Bills, Notes, or Bonds | x | x |
| Demand Deposits | x | x |
| Registered California State Warrants or notes or bonds | x | |
| Debt issued by a California local government | x | |
| Instruments issued by a federal agency or United States government-sponsored enterprise | x | x |
| Bankers Acceptances (as specified on pages 5-6) | x | x |
| Prime commercial paper as defined in Gov't Code 53601(g) | x | x |
| Negotiable certificates of deposit | x | x |
| Repurchase Agreements with primary dealers of the Federal Reserve Bank of New York | x | x |
| Reverse Repurchase Agreements with primary dealers of the Federal Reserve Bank of New York | x | |
| Medium-term notes (5-yr maturity or less) of domestic corporations or depository institutions | x | x |
| Shares in diversified management companies investing in permitted securities | x | |
| Obligations backed by a first priority security interest in acceptable collateral for local agency deposits | x | |
| Mortgage-backed securities | x | |
| State of California Local Agency Investment Fund (LAIF) | x | x |
| California County Investment Pools or other options allowed under California Government Code i.e. CalTRUST | x | x |

The City of Paramount puts restrictions on its investment instruments as follows:

Demand Deposits. Up to fifteen million (\$15,000,000) dollars in the aggregate with qualified banks under contract for banking services with the City.

Certificates of Deposit. Time deposits of a bank, saving and loan or credit union. They are purchased in various denominations with maturities ranging from 30 to 360 days. The interest is calculated on a 360-day, actual-day month basis and is payable monthly. The City will limit its maximum maturity of a certificate of deposit to one year.

LAIF (Local Agency Investment Fund). A special fund in the State Treasury which local agencies may use to deposit funds for investment. There is no minimum investment period and the minimum transaction is \$5,000, in multiples of \$1,000 above that, with a maximum balance of \$65,000,000 per agency account. The City is restricted to a maximum of fifteen transactions per month. It offers high liquidity because deposits can be converted to cash in twenty-four hours and no interest is lost. All interest is distributed to those agencies participating on a proportionate share basis determined by the amounts deposited and the length of time they are deposited. Interest is paid quarterly. The State retains an amount for reasonable costs of making the investments, not to exceed one-half of one percent of the earnings.

County Investment Fund or Other Options Allowed Under California Government Code. Terms are comparable to that of LAIF. Although the City has not invested in this pool in the past we would recommend retaining the flexibility to retain this same day liquidity and diversify our investment portfolio should it be needed in the future.

U.S. Treasury Bills. Issued weekly with maturity dates up to one year. They are issued and traded on a discount basis with interest figured on a 360-day basis, actual number of days. They are issued in amounts of \$10,000 and up, in multiples of \$5,000. They are a highly liquid security and backed by the full faith and credit of the U.S. Government. The City will limit the maximum maturity of its U.S. Treasury Bills to five years.

U.S. Treasury Notes. Initially issued with two to ten year maturities. They are actively traded in a large secondary market and very liquid. The Treasury may issue Notes with denomination as low as \$1,000; however, the average minimum is \$5,000. U.S. Treasury Notes are backed by the full faith and credit of the U.S. Government. The City will limit its maximum maturity of U.S. Treasury Notes to five years.

Bankers Acceptances. Short-term credit arrangements to enable businesses to obtain funds to finance commercial transactions. They are time drafts drawn on a bank by an exporter or importer to obtain funds to pay for specific merchandise. By its acceptance, the bank becomes primarily liable for the payment of the draft at its maturity. An acceptance is a high-grade negotiable instrument. Acceptances are purchased in various denominations for 30, 60 or 90 days, but no longer than 180 days. The interest is calculated on a 360-day discount basis similar to treasury bills. Local agencies may not invest more than 40% of their surplus money in banker's acceptances. No more than 30% of surplus funds may be invested in Bankers Acceptances of any one commercial bank.

Commercial Paper. Short-term unsecured promissory notes issued by a corporation to raise working capital. These negotiable instruments are purchased at a discount to par value or at par value with interest bearing. Commercial paper is issued by corporations such as General Motors Acceptance Corporation, IBM, Bank of America, etc. Local agencies are permitted by State law to invest in

"prime" commercial paper of the highest letter and numerical rating as provided by Moody's Investor's Service, Inc., or Standard and Poor's Corporation. Eligible paper is further limited to issuing corporations that are organized and operating within the United States having total assets in excess of \$500,000,000 and having an "A" or higher rating for their non-commercial paper. Purchases of eligible commercial paper may not exceed 270 days maturity nor exceed 25% of the local agency's surplus funds. No more than 10% of the outstanding paper of an issuing corporation may be held.

Repurchase Agreements (Repo's). A repurchase agreement is a short-term investment transaction. Banks buy temporarily idle funds from a customer by selling U.S. Government or other securities with a contractual agreement to repurchase the same securities on a future date. Repurchase agreements are typically for one to thirty days in maturity; however, the maximum maturity limit permitted by the Government Code is one year. The customer receives interest from the bank. The interest rate reflects both the prevailing demand for Federal funds and the maturity of the repurchase agreement. Some banks will execute repurchase agreements for a minimum of \$100,000 to \$500,000, but most banks have a minimum of \$1,000,000. Investments in repurchase agreements may be made, on any investment authorized in CGC Section 53601, when the term of the agreement does not exceed one year. The market value of securities that underlay a repurchase agreement shall be valued at 102 percent or greater of the funds borrowed against those securities and the value shall be adjusted no less than quarterly. Repurchase agreements can only be executed with a primary dealer of the Federal Reserve Bank of New York and only with a financial institution or broker/dealer that has a Master Repurchase Agreement with the City. The City will limit its repurchase agreement maturity to thirty days. Reverse repurchase agreements are also permitted by CGC Section 53601, subject to limitations. However, such agreements (in which the local agency in effect becomes a borrower rather than a lender) are not permitted by the City's Investment Policy.

Money Market Mutual Funds. Referred to as shares of beneficial interest issued by diversified management companies. These shares of beneficial interest may be only in funds investing in securities and obligations as authorized by CGC Section 53601(a) to (l) of the California Government Code. These money market mutual funds must have an average maturity of 90 days or less, per SEC regulations.

Investments shall **not** be made "on margin." Investments will be made based upon the "yield to maturity" and shall not be made with the intent of "playing the market." Should the opportunity arise to increase investment yield by the sale of currently held investments or future investments, at a "premium," these policies shall not be deemed to prohibit this practice.

VIII. TERMS OF INVESTMENTS

Investments shall be made with the intent of providing adequate liquidity to fund ongoing, routine activities **and** providing adequate liquidity for unforeseen circumstances.

Not less than 80% of the entire investment portfolio shall have an average weighted maturity of not more than one year (360 days). Not more than 20% of the entire investment portfolio shall have an average weighted maturity of between one year (360 days) and three years (1,080 days). No investment shall be made with a maturity of more than three years unless expressly approved by the City Council.

IX. INTEREST EARNINGS

All monies earned and collected from investments authorized in this policy shall be allocated quarterly to various fund accounts based on the quarterly average month end cash balance in each fund as a percentage of the entire pooled portfolio.

X. INVESTMENT OF BOND PROCEEDS

When investing proceeds from the issuance of bonds the City of Paramount will follow the "permitted investments" identified in the bond indenture.

XI. CITY CONSTRAINTS

The City Treasurer will evaluate local banks and savings institutions and may invest idle cash funds with such institutions when the criteria for prudent investments are met. The City operates its investment pool according to State and self-imposed constraints. It does not buy stocks; it does not speculate; it does not deal in futures or options. The City does not invest in prohibited investments as identified in Sections 53601.6 and 53631.5 of the California Government Code, such as inverse floaters, range notes, or interest only strips that are derived from a pool of mortgages.

The City of Paramount will diversify use of investment instruments to avoid incurring unreasonable risks inherent in over-investing in specific instruments, individual financial institutions or maturity sectors. Diversification strategies shall be determined and revised periodically. In establishing specific diversification strategies, the following general policies and constraints shall apply:

- a. Portfolio maturities shall be matched versus liabilities to avoid undue concentration in a specific maturity sector.
- b. Maturities selected shall provide for stability of income and liquidity.

XII. SAFEKEEPING AND COLLATERALIZATION

All transactions, including collateral for repurchase agreements, entered into by the City shall be conducted on a delivery-versus-payment (DVP) basis. Securities will be held by the City's designated third party custodian and evidenced by safekeeping receipts.

Collateralization will be required on demand deposits, certificates of deposit and repurchase agreements. In order to anticipate market changes and provide a level of security for all funds, a minimum collateralization level is required.

Surplus funds can only be deposited in state or national banks, state or federal savings associations, or state or federal credit unions within the State of California. The deposits cannot exceed the amount of the bank's or savings and loan's paid-up capital and surplus. The bank or savings and loan must secure public funds deposits with eligible securities having a market value of 110% of the total amount of the deposits. State law also allows as an eligible security, first trust deeds having a value of 150% of the total amount of the deposits. Repurchase agreements shall be collateralized with securities authorized by the Government Code, which shall be no less than 102% of the market value of the securities that underlay the repurchase agreement.

The City Treasurer may waive security for that portion of a deposit which is insured pursuant to Federal law. Currently, the first \$250,000 of a deposit is federally insured. Deposits in excess of \$250,000 are required to be collateralized as previously indicated.

XIII. INTERNAL CONTROLS

The City Treasurer shall establish an annual process of independent review by an external auditor. This review will provide internal control by assuring compliance with policies and procedures.

XIV. REPORTING

In accordance with CGC Section 53646(b)(1), the City Treasurer shall submit to the City Council and the City Manager a quarterly investment report. The report shall include a complete description of the portfolio, the type of investments, the issuers, maturity dates, par values and the current market values of each component of the portfolio, including funds managed for the City of Paramount by third party custodians (i.e. bond proceeds held by The Bank of New York Mellon).

The report will also include the source of the portfolio valuation. As specified in CGC Section 53646(e), if all funds are placed in LAIF, FDIC-insured accounts and/or in a county investment pool, the foregoing report elements may be replaced by copies of the latest statements from such institutions. The report must also include a certification that (1) all investment actions executed since the last report have been made in full compliance with Investment Policy or manner in

which the portfolio is not in compliance and, (2) the City of Paramount will meet its expenditure obligations for the next six months, or provide an explanation as to why sufficient money shall or may not be available, which are recommended by CGC Sections 53646(b)(2) and (3), respectively. The City Treasurer shall maintain a complete and timely record of all investment transactions.

XV. LEGISLATIVE CHANGES

Any State of California legislative action, that further restricts allowable maturities, investment type or percentage allocation, will be incorporated into the City of Paramount's Investment Policy and supersede any and all previous applicable language.

XVI. POLICY REVIEW

This policy shall be reviewed at least annually, and rendered to the City Council for approval at a public meeting, to ensure its consistency with the overall objectives of preservation of principal, liquidity and return, and its relevance to current law, financial and economic trends.

INVESTMENT PROGRAM

INVESTMENT GUIDELINES

Cash Availability Guidelines:

1. A cash flow analysis shall be developed which will serve as a basis for determining the cash available for investment and maturity dates needed to cover future disbursements.
2. Revenue receipts are consolidated into our bank accounts and invested on a pooled concept basis. Interest earnings are allocated on a quarterly basis according to month-end cash balances.
3. Active bank balances are kept as low as possible by maintaining investment of available cash as near to 100% as possible.
4. Sufficient funds are maintained in very liquid investments to meet most unexpected contingencies.

Investing Guidelines:

1. Only investments authorized by this Investment Policy are to be utilized.
2. A copy of this Investment Policy shall be given to each broker/dealer with which the City does business.
3. Before an unfamiliar security is purchased, the issuer and the instrument is researched and investigated and all contractual agreements and administrative procedures are completed before any transactions are consummated.
4. Every investment transaction is documented and the procedure for monitoring is clearly defined.
5. Investment strategies are reviewed by the City Treasurer for possible need to change at least annually. They are reviewed more frequently as changes in economic conditions dictate.
6. The City Treasurer will make an effort to diversify the investment portfolio as indicated in the investment policy. However, the City's cash flows and liquidity needs, along with the additional time and effort that is required to purchase new investments, need to be strongly considered before making an investment just to diversify.
7. The City does not permit the purchase of securities on margin or via reverse repurchase agreements (using the security to be purchased as collateral). The City does not enter into reverse repurchase agreements under any circumstances.

8. Under the provisions of CGC Sections 53601.6 and 53631.5, the City of Paramount shall not invest any funds covered by this Investment Policy in inverse floaters, range notes, interest only strips derived from mortgage pools or any investment that may result in a zero interest accrual if held to maturity.

Guidelines for Certain Types of Investments:

1. Investment Pools. In the State of California, there are provisions for the creation and operation of a government investment pool. The purpose of the pool is to allow political subdivisions to pool investable funds in order to achieve a potentially higher yield. The City will utilize guidelines established by the California Municipal Treasurers' Association and the California Society of Municipal Finance Officers for evaluation before entering any new pool (other than LAIF). City Council must grant prior approval of the use of any new government pool.

INTERNAL CONTROL OBJECTIVES FOR INVESTMENTS

Internal control for investments is the procedure established by management of a City to assist in ensuring:

1. An orderly and efficient conduct of investing, including adherence to investment policies.
2. The safeguarding of assets.
3. The accuracy and completeness of the accounting records for investments.
4. The timely preparation of reliable financial information.
5. The prevention of errors.
6. The detection of fraud.

Elements of Internal Control for Investments:

Adherence to the use of sufficient elements of a system of internal control is the method by which a City can satisfy the objective of internal control. A list of sample elements follows:

1. Responsibility. Specific responsibility for the performance of duties should be assigned and lines of authority and reporting clearly identified and understood.
2. Segregation of Functions. Segregation of functions reduces the risk that a person is in a position to conceal errors. If two parts of a transaction are handled by different people, collusion is necessary to conceal errors or fraud. In particular, the functions that should be considered when evaluating segregation of functions are authorization, execution, recording, and performing reconciliations.

3. Authorization. All transactions should be authorized by an appropriate responsible individual. The responsibilities and limits of authorization should be clearly delineated. Delegation of authority to authorize transactions should be handled very carefully.
4. Transfers of Investment Funds. The transferring of investment funds will be carried exclusively by use of the Federal Reserve Bank's electronic wire transfer system. Each Banker or Dealer with which the City does business shall receive in writing from the City Treasurer a listing which limits transfers of funds to preauthorized bank accounts only.

The listing will also contain the names of the City staff authorized to request such transfers and will be updated in writing for all changes of authorized staff and bank accounts as necessary.

5. Recording. The recording system should provide that the recording procedures, both manual and EDP, be carried out independently of the individual doing the investment execution to help assure that recorded transactions are complete, valid, authorized and properly recorded.

INVESTMENT PROGRAM

Segregation of Responsibilities of the Treasury Function:

| Function | Responsibility |
|--|---|
| 1. Authorization of investment transactions: <ul style="list-style-type: none"> ➤ Formal Investment Policy should be <ul style="list-style-type: none"> ◆ Prepared by: ◆ Submitted to: ➤ Investment transactions should be approved by: | City Treasurer City Council City Manager City Clerk City Treasurer Assistant Finance Director Senior Accountant |
| 2. Initiation of investment transactions: Note: For any individual investment transaction, this task is not performed by the same individual who approved the transaction (see #1 above). | City Treasurer Assistant Finance Director Senior Accountant Accountant |
| 3. Timely recording of investment transactions: <ul style="list-style-type: none"> ➤ Recording of investment transactions in the General Ledger | Performed by: Finance Clerk Approved by: Assistant Finance Director/Senior Accountant |
| 4. Verification of investment, i.e., match broker confirmations to General Ledger: | Accountant/Senior Accountant |
| 5. Safeguarding of assets and records: <ul style="list-style-type: none"> ➤ Reconciliation of bank statements and safekeeping records to General Ledger ➤ Review of (a) City's financial condition, (b) safety, liquidity, and potential yields of investment instruments | Performed by: Accountant/Senior Accountant Approved by: City Treasurer/ Assistant Finance Director City Treasurer |
| 6. Review of investment policy and compliance with policy during annual audit of City's financial records: | City Treasurer Independent Auditors |

BROKER/DEALER QUESTIONNAIRE AND CERTIFICATION

1. Name of Firm: _____
2. Address: _____
3. Telephone: () _____ () _____
4. Broker's Representative to the City (attach resume):
Name: _____
Title: _____
Telephone: () _____
5. Manager/Partner-in-Charge (attach resume):
Name: _____
Title: _____
Telephone: () _____
6. List all personnel who will be trading with or quoting securities to City employees (attach resume):
Name: _____
Title: _____
Telephone: () _____ () _____
7. a. Which of the above personnel have read the City's investment policy? _____

b. Do each of the foregoing individuals currently hold valid licenses to trade securities on behalf of the City?
[] Yes
[] No
8. Is your firm a primary dealer in United States Government Securities?
[] Yes
[] No
9. List the total volume of United States Government and Agency Securities for the last calendar year.
Firm-wide \$ _____ No. of Transactions _____
Your Local Office \$ _____ No. of Transactions _____

BROKER/DEALER QUESTIONNAIRE AND CERTIFICATION

Name of Firm: _____

Page 2

10. Which instruments are offered regularly by your local office?

- | | |
|--|---|
| <input type="checkbox"/> Treasury Bills | <input type="checkbox"/> CMO's |
| <input type="checkbox"/> Treasury Notes/Bonds | <input type="checkbox"/> Bank CD's |
| <input type="checkbox"/> BA's (domestic) | <input type="checkbox"/> S & L CD's |
| <input type="checkbox"/> BA's (foreign) | <input type="checkbox"/> Repos |
| <input type="checkbox"/> Commercial Paper | <input type="checkbox"/> Reverse Repos |
| <input type="checkbox"/> Agencies (specify): _____ | <input type="checkbox"/> Other (specify): _____ |
- _____

11. References -- Please identify your most directly comparable public sector clients in our geographical area.

Entity: _____

Contact: _____

Telephone: () _____ () _____

Client since: _____

12. Have any of your clients ever sustained a loss on a securities transaction arising from a misunderstanding or misrepresentation of the risk characteristics of the instrument? If so, explain.

13. Has your local office ever been subject to a regulatory or state/federal agency investigation for alleged improper, fraudulent, disreputable or unfair activities related to the sale of securities? Have any of your employees been so investigated? If so, explain.

14. Has a client ever claimed in writing that your firm was responsible for investment losses? If so, explain.

BROKER/DEALER QUESTIONNAIRE AND CERTIFICATION

Name of Firm: _____

Page 3

15. Explain your normal custody and delivery process. Who audits these fiduciary systems? Can you meet safekeeping requirements?

16. How many and what percentage of your transactions failed last month? _____
Last year? _____

17. Describe the capital line and trading limits of the office that would conduct business with the City of Paramount.

18. Does your firm participate in the S.I.P.C. insurance program? If not, explain. _____

19. What portfolio information, if any, do you require from your clients? _____

20. What reports, transactions, confirmations and paper trail will the City receive? _____

21. Does your firm offer investment training to your clients?

[] Yes

[] No

BROKER/DEALER QUESTIONNAIRE AND CERTIFICATION

Name of Firm: _____

Page 4

22. Please enclose the following:

- ◆ Latest audited financial statements.
- ◆ Samples of reports, transactions, and confirmations the City will receive.
- ◆ Samples of research reports and/or publications that your firm regularly provides to clients.
- ◆ Complete schedule of fees and charges for various transactions.

CERTIFICATION

I hereby certify that I have personally read the Statement of Investment Policy of the City of Paramount, and have implemented reasonable procedures and a system of controls designed to preclude imprudent investment activities arising out of transactions conducted between our firm and the City of Paramount. All sales personnel will be routinely informed of the City's investment objectives, horizons, outlooks, strategies and risk constraints whenever we are so advised by the City. We pledge to exercise due diligence in informing the City of Paramount of all foreseeable risks associated with financial transactions conducted with our firm. Under penalties of perjury, the responses to this questionnaire are true and accurate to the best of my knowledge.

Signed _____ Date _____

Title _____

Countersignature* _____ Date _____

Title _____

* Company president or person in charge of government securities operations.

BEFORE ENTERING A GOVERNMENT POOL QUESTIONNAIRE

| Questions & Issues to Consider | Yes | No | Explain |
|---|-----|----|---------|
| <p><u>I. SECURITIES</u></p> <p>Government pools may have a broader range of securities than your agency invests in. It is important that you are aware of, and are comfortable with, the securities the pool buys.</p> <ol style="list-style-type: none"> 1. Does the pool provide a written statement of investment policy and objectives? 2. Does the statement contain: <ol style="list-style-type: none"> a. A description of eligible investment instruments? b. The credit standards of investments? c. The allowable maturity range of investments? d. The maximum allowable dollar weighted average portfolio maturity? e. The limits of portfolio concentration permitted for each type of security? f. The policy on reverse repos. Options, short sales and futures? 3. Are changes in policies communicated to the pool participants? 4. Does the pool contain only the types of securities that are permitted by your investment policy? <p><u>II. INTEREST</u></p> <p>Interest is not reported in a standard format, so it is important that you know how interest is quoted, calculated and distributed so that you can make comparisons with other investment alternatives.</p> <p><u>Interest Calculations</u></p> <ol style="list-style-type: none"> 1. Does the pool disclose the following about yield calculations? <ol style="list-style-type: none"> a. The methodology used to calculate interest? (Simple maturity yield to maturity etc.). b. The frequency of interest payments? c. How interest is paid? (credited to principal at the end of the month, each quarter, mailed?) d. How are gains/losses reported? Factored monthly or only when realized? | | | |

BEFORE ENTERING A GOVERNMENT POOL QUESTIONNAIRE

| Questions & Issues to Consider | Yes | No | Explain |
|---|-----|----|---------|
| <p><u>Reporting</u></p> <ol style="list-style-type: none"> 1. Is the yield reported to participants of the pool monthly? (If not, how often?) 2. Are expenses of the pool deducted before quoting the yield? 3. Is the yield generally in line with the market yields for securities in which you usually invest? | | | |
| <p><u>III. SECURITY</u></p> <p>The following questions are designed to help you safeguard your funds from loss of principal and loss of market value.</p> <ol style="list-style-type: none"> 1. Does the pool disclose safekeeping practices? 2. Is the pool subject to audit by an independent auditor? 3. Is the copy of the audit available to participants? 4. Who makes the portfolio decisions? 5. How does the manager monitor the credit risk of the securities in the pool? 6. Is the pool monitored by someone on the board or a separate neutral party external to the investment function to ensure compliance with written policies? 7. Does the pool have specific policies with regards to repurchase agreements? <ol style="list-style-type: none"> a. What are those policies? 8. Does the pool mark the portfolio to its market value? 9. Does the pool disclose the following about portfolio valuations? <ol style="list-style-type: none"> a. The frequency with which the portfolio securities are valued? b. The method used to value the portfolio (cost, current value, or some other method?) | | | |
| <p><u>IV. OPERATIONS</u></p> <p>The answer to these questions will help you determine whether this pool meets your operational requirements.</p> <ol style="list-style-type: none"> 1. Does the pool limit eligible participants? <ol style="list-style-type: none"> a. What entities are permitted to invest in the pool? 2. Does the pool allow multiple accounts and sub accounts? 3. Is there a minimum or maximum account size? | | | |

BEFORE ENTERING A GOVERNMENT POOL QUESTIONNAIRE

| Questions & Issues to Consider | Yes | No | Explain |
|--|-----|----|---------|
| <p>4. Does the pool limit the number of transactions each month?</p> <p style="padding-left: 20px;">a. What is the number of transactions permitted each month?</p> <p>5. Is there a limit on transaction amounts for withdrawals and deposits?</p> <p style="padding-left: 20px;">a. What is the minimum and maximum withdrawal amount permitted?</p> <p style="padding-left: 20px;">b. What is the minimum and maximum deposit amount permitted?</p> <p>6. Does the pool require one or more days notice for deposits and/or withdrawal?</p> <p>7. What is the cutoff time for deposits and withdrawals?</p> <p>8. Are the funds 100% withdrawable at any time?</p> <p>9. What are the procedures for making deposits and withdrawals?</p> <p style="padding-left: 20px;">a. What is the paperwork required if any?</p> <p style="padding-left: 20px;">b. What is the wiring procedure?</p> <p>10. Can an account remain open with a zero balance?</p> <p>11. Are confirmations sent following transactions?</p> <p><u>V. STATEMENTS</u></p> <p>It is important for you and the agency's trustee (when applicable), to receive statements monthly so the pool's records of your activity and holdings is reconciled by you and your trustee.</p> <p>1. Are statements for each account sent to participants?</p> <p style="padding-left: 20px;">a. Do statements show balances, transactions and yield?</p> <p>2. Does the pool distribute detailed reports of its holdings? (regularly or on request only?)</p> <p><u>VI. FEES</u></p> <p>Administrative fees vary from pool to pool. It is important to know the pool's fee and its impact on the yield of the pool.</p> <p>1. Are the fees or administrative costs disclosed?</p> <p style="padding-left: 20px;">a. What are the fees?</p> <p style="padding-left: 20px;">b. How often are they assessed?</p> <p style="padding-left: 20px;">c. How are they paid?</p> <p style="padding-left: 20px;">d. Are there additional fees for wiring funds? (what is the fee?)</p> | | | |

BEFORE ENTERING A GOVERNMENT POOL QUESTIONNAIRE

| Questions & Issues to Consider | Yes | No | Explain |
|---|-----|----|---------|
| <p>2. Are expenses deducted before quoting the yield?</p> <p><u>VII. QUESTIONS TO CONSIDER FOR BOND PROCEEDS</u></p> <p>It is important to know (1) whether the pool accepts bond proceeds and (2) whether the pool qualifies with the U.S. Department of the Treasury as an acceptable commingled fund.</p> <p>1. Does the pool accept bond proceeds subject to arbitrage rebate?</p> <p>2. Does the pool provide accounting and investment records suitable for proceeds or bond issuances subject to arbitrage rebate?</p> <p>3. Will the yield calculation reported by the pool be acceptable to IRS or will it have to be recalculated?</p> <p>4. Will the pool accept transaction instructions from a trustee?</p> <p>5. Are you allowed to have separate accounts for each bond issue so that you do not commingle the interest earnings of funds subject to rebate with funds not subject to the regulations?</p> | | | |

JUNE 16, 2020

PUBLIC SAFETY SERVICE AGREEMENTS – FISCAL YEAR 2020-2021

- ALL CITY MANAGEMENT SERVICES, INC. – SCHOOL CROSSING GUARD SERVICES
- DAVID BEIGHTON – DETECTIVE BUREAU CONSULTATION SERVICES

MOTION IN ORDER:

IT IS RECOMMENDED THAT THE CITY COUNCIL APPROVE AND AUTHORIZE THE MAYOR OR CITY MANAGER TO ENTER INTO AGREEMENTS WITH ALL CITY MANAGEMENT SERVICES, INC. AND DAVID BEIGHTON.

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 Lopez, Public Safety Director
Maggie Matson, Assistant Public Safety Director
Date: June 16, 2020

Subject: PUBLIC SAFETY SERVICE AGREEMENTS – FISCAL YEAR 2020-2021

Included in the Fiscal Year 2020-2021 Budget are service agreements with the following agencies:

- All City Management Services, Inc. – School Crossing Guard Services
- David Beighton – Detective Bureau Consultation Services

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

RECOMMENDED ACTION

It is recommended that the City Council approve and authorize the Mayor or City Manager to enter into agreements with the All City Management Services, Inc. and David Beighton.



AGREEMENT FOR CROSSING GUARD SERVICES

This AGREEMENT FOR CROSSING GUARD SERVICES (the “Agreement”) is dated April __, 2020 and is between the CITY OF PARAMOUNT (hereinafter called the "City"), and ALL CITY MANAGEMENT SERVICES, INC., a California corporation (hereinafter called the "Contractor").

WITNESSETH

The parties hereto have mutually covenanted and agreed as follows:

1. This Agreement is for a term which commences on or about July 1, 2020 and ends on June 30, 2021 and for such term thereafter as the parties may agree upon.
2. The Contractor will provide personnel equipped and trained in appropriate procedures for crossing pedestrians in marked crosswalks. Such personnel shall be herein referred to as a “Crossing Guard”. Contractor will perform criminal background checks and confirm employment eligibility through E-Verify on all prospective personnel. The Contractor is an independent contractor and the Crossing Guards to be furnished by it shall at all times be its employees and not those of the City.
3. The City’s representative in dealing with the Contractor shall be designated by the City of Paramount.
4. The City shall determine the locations where Crossing Guards shall be furnished by the Contractor. The Contractor shall provide at each designated location personnel properly trained as herein specified for the performance of duties as a Crossing Guard. The Contractor shall provide supervisory personnel to see that Crossing Guard activities are taking place at the required places and times, and in accordance with the terms of this Agreement.
5. The Contractor shall maintain adequate reserve personnel to be able to furnish alternate Crossing Guards in the event that any person fails to report for work at the assigned time and location and agrees to provide immediate replacement.
6. In the performance of its duties the Contractor and all employees of the Contractor shall conduct themselves in accordance with the conditions of this Agreement and all applicable laws of the state in which the Services are to be performed.
7. Persons provided by the Contractor as Crossing Guards shall be trained in all applicable laws of the state in which the Services are to be performed pertaining to general pedestrian safety in school crossing areas.
8. Crossing Guard Services (the “Services”) shall be provided by the Contractor at the designated locations on all days in which school is in session in the area under City’s jurisdiction. The

Contractor also agrees to maintain communication with the designated schools to maintain proper scheduling.

9. The Contractor shall provide all Crossing Guards with apparel by which they are readily visible and easily recognized as Crossing Guards. Such apparel shall be uniform for all persons performing the duties of Crossing Guards and shall be worn at all times while performing said duties. This apparel must be appropriate for weather conditions. The Contractor shall also provide all Crossing Guards with hand-held Stop signs and any other safety equipment which may be necessary.
10. The Contractor shall at all times provide workers' compensation insurance covering its employees and shall provide and maintain liability insurance for Crossing Guard activities. The Contractor will provide to the City a Certificate of Insurance naming the City and its officials, officers and employees as additional insureds. Such insurance shall include commercial general liability with a combined single limit of not less than \$1,000,000.00 per occurrence and in aggregate for property damage and bodily injury. Such insurance shall be primary with respect to any insurance maintained by the City and shall not call on the City's insurance contributions. Such insurance shall be endorsed for contractual liability and personal injury and shall include the City, its officers, agents and interest of the City. Such insurance shall not be canceled, reduced in coverage or limits or non-renewed except after thirty (30) days written notice has been given to the City.
11. Contractor agrees to defend, indemnify and hold harmless the City, its officers, employees, agents and representatives, from and against any and all actions, claims for damages to persons or property, penalties, obligations or liabilities (each a "Claim" and collectively, the "Claims") that may be asserted or claimed by any person, firm, entity, corporation, political subdivision or other organization arising out of the sole negligent acts or omissions, or willful misconduct, of Contractor, its agents, employees, subcontractors, representatives or invitees.
 - a) Contractor will defend any action or actions filed in connection with any of said claims, damages, penalties, obligations or liabilities and will pay all costs and expenses including attorney's fees incurred in connection herewith.
 - b) In the event the City, its officers, agents or employees is made a party to any action or proceeding filed or prosecuted against Contractor for such damages or other claims arising out of or in connection with the sole negligence of Contractor hereunder, Contractor agrees to pay City, its officers, agents, or employees, any and all costs and expenses incurred by the City, its officers agents or employees in such action or proceeding, including, but not limited to, reasonable attorney's fees.
 - c) In the event that a court determines that liability for any Claim was caused or contributed to by the negligent act or omission or the willful misconduct of City, liability will be apportioned between Contractor and City based upon the parties' respective degrees of culpability, as determined by the court, and Contractor's duty to indemnify City will be limited accordingly.
 - d) Notwithstanding anything to the contrary contained herein, Contractor's indemnification obligation to City for Claims under this Agreement will be limited to the maximum combined aggregate of Contractor's general liability and umbrella insurance policies in the amount of \$9,000,000 (Nine Million Dollars).

12. Either party shall have the right to terminate this Agreement by giving sixty (60) days written notice to the other party.
13. The Contractor shall not have the right to assign this Agreement to any other person or entity except with the prior written consent of the City.
14. The City agrees to pay the Contractor for the Services rendered pursuant to this Agreement the sum of Twenty Dollars and Seventy-seven Cents (**\$20.77**) per hour, per Crossing Guard during the term. Based on a minimum of twenty-two (22) sites the Contractor shall bill a minimum of 3.0 hours per day, per Crossing Guard, unless Contractor fails to perform service. Based upon a projected (13,185) hours of service the cost shall not exceed Two Hundred Seventy-three Thousand, Eight Hundred and Fifty-two Dollars (\$273,852.00) per year.
15. Payment is due within thirty (30) days of receipt of Contractor's properly prepared invoice.
16. Contractor may request a price increase during the term as a result of any legally-mandated increases in wages or benefits imposed in the state or municipality in which the Services are to be performed and to which Contractor's employees would be subject. Contractor shall provide City with 60 days-notice of its request to increase pricing. City agrees to review and respond to said notice within 30 days of receipt.
17. The City shall have an option to renew this Agreement. In the event this Agreement is extended beyond the end of the term set forth above, the compensation and terms for the Services shall be established by mutual consent of both parties.
18. This Agreement constitutes the complete and exclusive statement of the agreement among the parties with respect to the subject matter hereof and supersedes all prior written or oral statements among the parties, including any prior statements, warranties, or representations. This Agreement is binding upon and will inure to the benefit of the parties hereto and their respective heirs, administrators, executors, successors, and assigns. Each party hereto agrees that this Agreement will be governed by the law of the state in which the Services are to be performed, without regard to its conflicts of law provisions. Any amendments, modifications, or alterations to this Agreement must be in writing and signed by all parties. There will be no presumption against any party on the ground that such party was responsible for preparing this Agreement or any part of it. Each provision of this Agreement is severable from the other provisions. If any provision of this Agreement is declared invalid or contrary to existing law, the inoperability of that provision will have no effect on the remaining provisions of the Agreement which will continue in full force and effect.

[SIGNATURES FOLLOW ON NEXT PAGE]

IN WITNESS WHEREOF, the parties hereto have executed this Agreement the day and year written below.

CITY

CONTRACTOR

City of Paramount

All City Management Services, Inc.

By _____
Peggy Lemons, Mayor

By _____
D. Farwell, Corporate Secretary

ATTEST:

By _____
Heidi Luce, City Clerk

APPROVED AS TO FORM:

By _____
John E. Cavanaugh, City Attorney

H:\MANAGEMENT\WP\COUNCIL REPORTS\ALL CITY MANAGEMENT SERVICES, INC. AGREEMENT 2020-2021.DOC

CITY OF PARAMOUNT

AGREEMENT FOR PROFESSIONAL SERVICES

THIS AGREEMENT is made and effective as of July 1, 2020, between the City of Paramount, a municipal corporation ("City") and, David Beighton ("Consultant"). In consideration of the mutual covenants and conditions set forth herein, the parties agree as follows:

1. TERM

- A. This Agreement shall be effective July 1, 2020 and shall terminate on June 30, 2021.
- B. City may, without cause, terminate this Agreement at any time prior to June 30, 2021. Notice shall be complete when delivered in person or by facsimile or when received by mail, whichever is earlier. Termination shall be effective immediately upon notice, as described herein, unless a longer period of time is specified in the notice.
- C. In the event this Agreement is terminated by City, Consultant shall be paid the value of services performed pursuant to this Agreement prior to the effective date of termination, less the amount of any payments previously made.

2. SERVICES

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

3. PERFORMANCE

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

4. **CITY MANAGEMENT**

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

5. **PAYMENT**

- (a) The City agrees to pay Consultant \$50 per hour not to exceed \$40,000 for the total term of the agreement, in accordance with the payment rates and terms and the schedule of payment as set forth in Consultant's proposal, Exhibit "B", attached hereto and incorporated herein by reference as if fully set forth herein.
- (b) Consultant shall not be compensated for any services rendered in connection with its performance of this Agreement, which are in addition to those set forth herein, unless such additional services are authorized in advance and in writing by the City Manager; provided, however, the City Manager may approve additional work not to exceed ten percent (10%) of the amount of the Agreement but not to exceed ten-thousand dollars (\$10,000). Consultant shall not be compensated for any additional services in the amounts greater than that authorized herein by the City Manager unless agreed to by the City Council.
- (c) Consultant will submit invoices for services based on the schedule of payment as set forth in Exhibit "B". Invoices shall be submitted on a bi-weekly basis for services provided. If the City disputes any of Consultant's fees it shall give written notice to Consultant within two (2) weeks of receipt of an invoice of any disputed fees set forth on the invoice.

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

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

“B”. Upon termination of the Agreement pursuant to this Section, the Consultant will submit an invoice to the City pursuant to Section 5.

7. **DEFAULT OF CONSULTANT**

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

8. **OWNERSHIP OF DOCUMENTS**

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

9. **INDEMNIFICATION BY CONSULTANT**

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

omission on the part of Consultant or any of its agents, officers and employees and sub-Consultants in the performance of this Agreement.

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

10. **INSURANCE REQUIREMENTS**

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

A. **Minimum Scope of Insurance**

Coverage shall be at least as broad as:

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

B. **Minimum Limits of Insurance**

Consultant shall maintain limits no less than:

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

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

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

D. Acceptability of Insurers

Insurance is to be placed with insurers with a current A.M. Best's rating of an "A-" Policyholder's Rating, and a Financial Rating of at least Class VIII, or better, in accordance with the most current A.M. Best Rating Guide.

E. Other Requirements

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

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

F. Verification of Coverage

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

Automobile Liability

Form Acceptable to City Attorney

11. **INDEPENDENT CONSULTANT**

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

agents of the City. Consultant shall not incur or have the power to incur any debt, obligation, or liability whatever against City, or bind City in any manner.

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

12. **LEGAL RESPONSIBILITIES**

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

13. **RELEASE OF INFORMATION/CONFLICTS OF INTEREST**

- (a) All information gained by Consultant in performance of this Agreement shall be considered confidential and shall not be released by Consultant without City's prior written authorization. Consultant, its officers, employees, agents, or sub-Consultants, shall not without written authorization from the Public Safety Director or unless requested by the City Attorney, voluntarily provide declarations, letters of support, testimony at depositions, response to interrogatories, or other information concerning the work performed under this Agreement or relating to any project or property located within the City. Response to a subpoena or court order shall not be considered "voluntary" provided Consultant gives City notice of such court order or subpoena.
- (b) Consultant shall promptly notify City should Consultant, its officers, employees, agents, or sub-Consultants be served with any summons, complaint, subpoena, notice of deposition, request for documents, interrogatories, request for admissions, or other discovery request, court order, or subpoena from any person or party regarding this Agreement and the work performed hereunder or with respect to any project or property located within the City. City retains the right, but has no obligation, to represent Consultant and/or be present at any deposition, hearing, or similar proceeding. Consultant agrees to cooperate fully with City and to provide the opportunity to

review any response to discovery requests provided by Consultant. However, City's right to review any such response does not imply or mean the right by City to control, direct, or rewrite said response.

14. **NOTICES**

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

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

| | |
|----------------|---|
| To Consultant: | David Beighton 1304 S. Oakhaven Drive Anaheim, California 92804 |
|----------------|---|

15. **ASSIGNMENT**

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

16. **LICENSES**

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

17. **GOVERNING LAW**

The City and Consultant understand and agree that the laws of the State of California shall govern the rights, obligations, duties, and liabilities of the parties to this Agreement and also govern the interpretation of this Agreement. Any litigation concerning this Agreement shall take place in the municipal, superior, or federal district court with jurisdiction over the City of Paramount.

18. **ENTIRE AGREEMENT**

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

19. **SEVERABILITY**

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

20. **CONTENTS OF PROPOSAL**

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

21. **ATTORNEY'S FEES**

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

22. **AUTHORITY TO EXECUTE THIS AGREEMENT**

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

23. **WAIVER**

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

24. **AMENDMENTS**

This Agreement may be modified or amended only by a written document executed by both Consultant and the Public Safety Director and approved as to form by the City Attorney; otherwise by the City Manager. Such

document shall expressly state that it is intended by the parties to amend the terms and conditions of this Agreement.

25. **COUNTERPARTS**

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

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

CITY OF PARAMOUNT

DAVID BEIGHTON

By: _____
Peggy Lemons, Mayor
City of Paramount

By: _____

ATTEST:

By: _____
Heidi Luce, City Clerk

APPROVED AS TO FORM:

By: _____
John E. Cavanaugh, City Attorney

H:\MANAGEMENT\WP\COUNCIL REPORTS\PROFESSIONAL SERVICES AGMT FOR DETECTIVE SERVICES FY 20-21.DOC

EXHIBIT A

EXHIBIT A

TASKS TO BE PERFORMED

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

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

EXHIBIT B

EXHIBIT B

PAYMENT SCHEDULE

| |
|--------------------|
| July 9, 2020 |
| July 23, 2020 |
| August 6, 2020 |
| August 20, 2020 |
| September 3, 2020 |
| September 17, 2020 |
| October 1, 2020 |
| October 15, 2020 |
| October 29, 2020 |
| November 12, 2020 |
| November 26, 2020 |
| December 10, 2020 |
| December 24, 2020 |
| January 7, 2021 |
| January 21, 2021 |
| February 4, 2021 |
| February 18, 2021 |
| March 4, 2021 |
| March 18, 2021 |
| April 1, 2021 |
| April 15, 2021 |
| April 29, 2021 |
| May 13, 2021 |
| May 27, 2021 |
| June 10, 2021 |
| June 24, 2021 |