

SPECIAL NOTICE

Public Participation Accessibility for the City Council and Successor Agency for the Paramount Redevelopment Agency meetings scheduled for August 4, 2020.

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 regular meeting of the City Council scheduled for Tuesday, August 4, 2020 at 6:00 p.m. will allow members of the public to participate and address the City Council during the open session of the meeting via live stream and/or teleconference only. Below are the ways to participate:

View the City Council meeting live stream:

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

Listen to the City Council meeting (audio only):

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

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

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

In order to effectively accommodate public participation, participants are encouraged to provide their public comments via e-mail before 5:00 p.m. on Tuesday, August 4, 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
August 4, 2020



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

City of Paramount

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

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

Americans with Disabilities Act: In compliance with the Americans with Disabilities Act, if you need special assistance to participate in this meeting, please contact the City Clerk's office at (562) 220-2220 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
PLEDGE OF ALLEGIANCE:	Councilmember Vilma Cuellar Stallings
INVOCATION:	Pastor Brian Warth Chapel of Change
ROLL CALL OF COUNCILMEMBERS:	Councilmember Isabel Aguayo Councilmember Laurie Guillen Councilmember Vilma Cuellar Stallings Vice Mayor Brenda Olmos Mayor Peggy Lemons

PRESENTATIONS

1. [CERTIFICATE OF RECOGNITION](#) FCCLA National Competition
Silver Medal Winner
 - Liselle Lara (Paramount High School)
2. [VIDEOS](#) City of Paramount Highlight Videos
 - Water Well 16 Groundbreaking
 - Paramount Al Fresco Dining
 - We Are Paramount

CITY COUNCIL PUBLIC COMMENT UPDATES

PUBLIC COMMENTS

CONSENT CALENDAR

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

3. [APPROVAL OF MINUTES](#) July 7, 2020
4. [APPROVAL](#) Register of Demands
5. [RECEIVE AND FILE](#) Treasurer's Report for the Quarter Ending June 30, 2020
6. [ORDINANCE NO. 1131 \(Adoption\)](#) Approving Zoning Ordinance Text Amendment No. 17, Establishing Regulations for Art in Public Places on Private Land Citywide
7. [RESOLUTION NO. 20:025](#) Appointing Rafael Casillas as City Engineer
8. [APPROVAL](#) Strategies Against Gang Environments (SAGE) Program One-Year Extension Agreements for Fiscal Years 2019-2020 and 2020-2021

NEW BUSINESS

9. [ORAL REPORT](#) Unity in the Community Planning Efforts
10. [RESOLUTION NO. 20:026](#) Supporting All Federal, State, and County Legislation that will Prevent Evictions and Foreclosures to the Residents of the City of Paramount Resulting from the COVID-19 Pandemic
11. CONSIDERATION Street Racing Ordinances
 - a) [ORDINANCE NO. 1134 \(Introduction\)](#) Adding Article XI to Chapter 29 of the Paramount Municipal Code Establishing the Forfeiture of Nuisance Vehicles Engaged in Motor Vehicle Speed Contests or Exhibitions of Speed
 - b) [ORDINANCE NO. 1135 \(Introduction\)](#) Adding Article XII to Chapter 29 of the Paramount Municipal Code Prohibiting Spectators at Illegal Motor Vehicle Speed Contests and Exhibitions of Speed
12. [PUBLIC HEARING ORDINANCE NO. 1132 \(Introduction\)](#) Amending Ordinance No. 178, the Comprehensive Zoning Ordinance, Approving Zone Change No. 235, Changing the Official Zoning Map of the City of Paramount from M-1 (Light Manufacturing) to PD-PS (Planned Development with Performance Standards)/Single-Family Residential to Allow for the Development of Ten Single-Family Homes at 6500-6510 Alondra Boulevard in the City of Paramount
13. [PUBLIC HEARING ORDINANCE NO. 1133 \(Introduction\)](#) Approving Development Agreement No. 20-1 with Dwayne DeRose/DeRose Co, LLC dba DeRose Displays for the Construction, Installation, and Operation of a Freeway-Oriented Digital Billboard on Vacant Land North of Rosecrans Avenue, between the Los Angeles River and 710-Freeway [Assessor Parcel Number 6236-035-013] in the M-2 (Heavy Manufacturing) Zone

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- | | | |
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| 14. | <u>AWARD OF CONTRACT</u> | Professional Services to Prepare the Housing Element, Health and Safety Element, and Environmental Justice Element of the Paramount General Plan |
| 15. | REPORT | Stormwater Management – Watershed Management and Coordinated Integrated Monitoring Programs |
| | a) <u>APPROVAL</u> | Second Amendment to the Memorandum of Understanding with the Los Angeles Gateway Region Integrated Regional Water Management Joint Powers Authority (JPA) for Administration and Cost Sharing to Prepare and Implement a Watershed Management Program (WMP) and Coordinated Integrated Monitoring Program (CIMP) for the Lower Los Angeles River (LLAR) Watershed |
| | b) <u>APPROVAL</u> | Second Amendment to the Memorandum of Understanding with the Los Angeles Gateway Region Integrated Regional Water Management Joint Powers Authority (JPA) for Administration and Cost Sharing to Prepare and Implement a Watershed Management Program (WMP) and Coordinated Integrated Monitoring Program (CIMP) for the Los Cerritos Channel (LCC) Watershed |
| 16. | <u>AWARD OF CONTRACT</u> | Paramount Pool Replaster and Deck Repairs – Approval of an Agreement with Jones and Madhavan to Provide Professional Design Services (City Project No. 9051) |
| 17. | <u>RECEIVE AND FILE</u> | Proposed Legislative Position Process |
| 18. | <u>CONSIDERATION</u> | Proposed 2021 City Special and Holiday Events Schedule |

COMMENTS/COMMITTEE REPORTS

- Councilmembers
- Staff

ADJOURNMENT

To a meeting on August 18, 2020 at 5:00 p.m.

AUGUST 4, 2020

CERTIFICATE OF RECOGNITION

FCCLA NATIONAL COMPETITION SILVER MEDAL WINNER

■ LISELLE LARA

AUGUST 4, 2020

VIDEOS

CITY OF PARAMOUNT HIGHLIGHT VIDEOS

- WATER WELL 16 GROUNDBREAKING
- PARAMOUNT AL FRESCO DINING
- WE ARE PARAMOUNT

City Council Public Comment Updates

August 4, 2020

From the July 7, 2020 City Council Meeting:

Resident	Request/Issue/Concern	Action/Comment
Raquel De Casas	Do more to combat institutional racism;	Ms. De Casas received emails on June 23 rd and July 21 st explaining the City's efforts to promote diversity and combat injustices and stating that the health and well-being of the community is a priority of the City.
	Redirect City funds from law enforcement services;	Through surveys and scientific polls, residents have expressed a consistent desire to keep Public Safety a top priority. This commitment and priority to Public Safety is reflected in the approved Fiscal Year 2021 budget.
	Create a law enforcement review board; and	Since 2016, LA County has had a Sheriff's Civilian Oversight Commission https://coc.lacounty.gov/ which serves as a law enforcement review board. Residents are encouraged to participate in the actions of this Commission. Residents can also engage with the City's Public Safety Commission and City Public Safety staff.
	Review decision to open the Splash Pad during COVID-19.	The County Department of Public Health has provided guidelines for splash pads that the City carefully follows to safely operate this facility. The City strives to provide safe spaces for residents to use when weather conditions are hot which can positively affect mental and physical health, while offering people of all ages and backgrounds a chance to recreate. Splash Pad operations will be reassessed as the summer proceeds.

Resident	Request/Issue/Concern	Action/Comment
Gerald Cerda	Would like a third speed hump on his street.	Staff contacted Mr. Cerda on July 17 th to explain that a third speed hump is not feasible for his street given the geometry of the roadway. Mr. Cerda said he understood and thanked staff for looking into it.
	Wants the City to disseminate more information about tenant protections/eviction moratorium to landlords to prevent unauthorized evictions.	The City published information on the City website and social media regarding tenant protections and fair housing including the County's Eviction Moratorium and daily housing workshops provided by the City in partnership with the Fair Housing Foundation of Long Beach.
Gurdeep Kaur and Andrew Mondragon	Requests the City to renegotiate its Law Enforcement Agreement with LASD.	The City is in year 2 of a 5-year Law Enforcement Agreement with the LASD. Individual cities cannot negotiate specific terms. The Agreement covers all contract cities and, therefore, terms are negotiated through the California Contract Cities Association. Service costs are set annually by the Board of Supervisors. Any cost reductions to law enforcement by individual cities would only be through a reduction in services or elimination of deputies.
	Wants Unity in the Community to support Black Lives Matter.	An update on Unity in the Community effort will be provided at the August 4 th City Council meeting.
Andrew Mondragon	Wants more transparency in the budget adoption process.	The City's proposed budget is posted on the City's website one month in advance of each Fiscal Year adoption cycle. Residents are made aware of the budget approval process on the City Council agenda.
Richard Griffin	Wants the City to purchase Pocket Park property for sale on Paramount Blvd.	The City is not planning to purchase the property at this time. Staff is working with a consultant to gather information on interest in the property and explore best use.

City Council Public Comment Updates

August 4, 2020

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Resident	Request/Issue/Concern	Action/Comment
Kirian Perez	Wants the City to redirect funding away from law enforcement services.	Through surveys and scientific polls, residents have expressed a consistent desire to keep Public Safety a top priority. This commitment and priority to Public Safety is reflected in the adopted Fiscal Year 2021 budget.
Jose De Leon (via email)	Wants all fireworks banned in the City and instead offer a 4 th of July fireworks special event.	The City has taken several actions to the counter the use of illegal fireworks including an increase in Administrative Fines, implementation of reward program for reporting illegal fireworks, an increase in fireworks suppression deputies, and an expanded communications platform to educate the community on the dangers. At the direction of the City Council a Fireworks Summit will be held soon to discuss the future of "Safe & Sane" (i.e. legal) fireworks and potential remedies to further curb rampant use of illegal fireworks.
Alfredo Banuelos	Wants the City Council to enact local tenant relief protections.	The County of Los Angeles adopted an Eviction Moratorium Ordinance, which was recently extended through September 30 th , which applies to all cities within the County. Evictions are banned for nonpayment of rent for COVID-19 and other related purposes. The City also has had a rental assistance program with about 37 vouchers given to residents totaling \$139,000. This program was recently extended with new money from the Federal government and includes grants of up to \$1,000 a month for up to two months (\$2,000 total). There are 51 applications under review to ensure compliance with program guidelines.

AUGUST 4, 2020

APPROVAL OF MINUTES

PARAMOUNT CITY COUNCIL

MOTION IN ORDER:

APPROVE THE PARAMOUNT CITY COUNCIL MINUTES OF JULY 7, 2020.

MOTION:

MOVED BY: _____

SECONDED BY: _____

☐ APPROVED

☐ DENIED

ROLL CALL VOTE:

AYES: _____

NOES: _____

ABSENT: _____

ABSTAIN: _____

**PARAMOUNT CITY COUNCIL
MINUTES OF A REGULAR MEETING
JULY 7, 2020**

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

CALL TO ORDER: The regular meeting of the Paramount City Council was called to order via teleconference by Mayor Peggy Lemons at 6:02 p.m. at City Hall, Council Chambers, 16400 Colorado Avenue, Paramount, California.

PLEDGE OF ALLEGIANCE: Councilmember Isabel Aguayo led the pledge of allegiance.

INVOCATION: Pastor Grady Jones, New Commandment Baptist Church delivered the invocation.

ROLL CALL OF COUNCILMEMBERS: Present: Councilmember Isabel Aguayo
Councilmember Laurie Guillen
Councilmember Vilma Cuellar Stallings
Vice Mayor Brenda Olmos
Mayor Peggy Lemons

STAFF PRESENT: John Moreno, City Manager
John E. Cavanaugh, City Attorney
Andrew Vialpando, Assistant City Manager
Heidi Luce, City Clerk
John Carver, Planning Director
Adriana Figueroa, Public Works Director
Karina Liu, Finance Director
Rebecca Bojorquez, Management Analyst
Steve Coumparoules, Management Analyst
Yecenia Guillen, Asst. Com. Serv. & Rec. Director
Andres Gonzalez, Recreation Coordinator
Elida Zaragoza, Information Technology Specialist

PRESENTATIONS

1. **PRESENTATION**
Welcoming the City of Paramount to the SELACO Workforce Development Board
CF 39.7, 62.37
- SELACO WDB Policy Board Chair Jeff Wood; Vice Chair Sonny Santa Ines and Executive Director Yolanda Castro welcomed the City of Paramount as a new member of the SELACO Workforce Development Board.

2. PROCLAMATION
Park & Recreation Month
CF 39.13
- Mayor Lemons, on behalf of the City Council, proclaimed July as Park & Recreation Month and expressed appreciation to the Community Services & Recreation Department staff members for their dedication and leadership.

CITY COUNCIL PUBLIC COMMENT UPDATES

- CF 10.4
- City Manager Moreno responded to oral and written comments made by Raquel De Casas; Tracy Raglane; Christopher Kelly; John Valdivieso; Victoria Casas; Mike Radis; Alba Pont; and Gail Rosales at the June 16, 2020 City Council meeting.

Additionally, at Mayor Lemon's request, City Attorney Cavanaugh explained the categories of violations related to illegal fireworks and provided an overview of the remedies available to address illegal fireworks.

He also explained the categories of vehicle code violations associated street racing incidents and provided a comprehensive update on the efforts the City Attorney's office is pursuing to address the concerns raised by the public relating street racing which include, creating a taskforce to address street racing specifically and the drafting of proposed ordinances to address street illegal street racing.

PUBLIC COMMENTS

- CF 10.3
- The following individuals addressed the City Council and provided public comments: Leeor Alpern, World Energy; Raquel De Casas; Gerald Cerda; Gurdeep Kaur; Richard Griffin; Jaime Lopez; Adriana Garcia; Andrew Mondragon; Kirian Perez; and Alfredo Banuelos. Additionally, the following individual provided written public comments via e-mail: Jose De Leon.

CONSENT CALENDAR

It was moved by Vice Mayor Olmos and seconded by Councilmember Cuellar Stallings to approve the consent calendar items below. The motion passed by the following roll call vote:

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

- | | |
|--|-----------------------|
| 3. APPROVAL OF
MINUTES
June 2 and June 16,
2020 | Approved – see above. |
| 4. Register of Demands
CF 47.2 | Approved – see above. |

OLD BUSINESS

- | | |
|--|---|
| 5. ORAL REPORT
Review of Homeless
Efforts
CF 69.14 | Management Analyst Coumparoules gave the report and presented a PowerPoint presentation. |
| 6. ORAL REPORT
Update on Paramount
Business Recovery
Efforts
CF 78 | Assistant City Manager Vialpando gave the report and presented a PowerPoint Presentation

Recreation Coordinator Gonzales presented a PowerPoint presentation providing an overview of the Business Resources page on the City's website. |

In response to Vice Mayor Olmos' inquiry regarding outreach to the business community regarding the outdoor dining program, Assistant City Manager Vialpando stated the staff personally visited many of the restaurants in the community.

Mayor Lemons expressed concern regarding the liability and risks associated with the outdoor dining program and suggested installing bollards. In response, Assistant City Manager Vialpando

explained that the approval process involves public works, public safety and planning department review of the locations prior to approval and applicants are required to maintain liability insurance.

NEW BUSINESS

7. PUBLIC HEARING
ORDINANCE NO. 1131
(Introduction)
Approving Zoning
Ordinance Text
Amendment No. 17,
Establishing Regulations
for Art in Public Places on
Private Land Citywide
CF 39.20, 109 ZOTA 17

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

In response to Vice Mayor Olmos, Planning Director Carver explained that there is no requirement that the artists reside in Paramount and the design proposals will be reviewed by the Development Review Board with the ability for decisions to be appealed to the City Council.

In response to Councilmember Cuellar Stallings' inquiry regarding proposed locations for art installations, Planning Director Carver noted that focus areas could include, Paramount Blvd. and Alondra Blvd.; the central business district; the downtown area; and the industrial corridor.

Councilmember Aguayo inquired as to what types of temporary events are included in this ordinance. In response, Planning Director stated that pop up art events and musical or theatrical performances are some of the temporary art installations proposed.

In response to Councilmember Guillen regarding the process for approving art installations on private property, Planning Director Carver explained that design proposals, which may include various expressions of art, will be reviewed by the Development Review Board with the ability for decisions to be appealed to the City Council.

Mayor Lemons opened the public hearing and asked if there is any testimony for or against this item. City Clerk Luce reported that there were no requests to speak or comments submitted via e-mail either for or against the item.

There being no public testimony, it was moved by Vice Mayor Olmos and seconded by Councilmember Aguayo to close the public hearing. The motion was passed by the following roll call vote:

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

NOES: None

ABSENT: None

ABSTAIN: None

It was moved by Councilmember Aguayo and seconded by Councilmember Cuellar Stallings to read by title only, waive further reading, and introduce Ordinance No. 1131, "AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF PARAMOUNT SETTING FORTH ITS FINDING OF FACT, AND APPROVING ZONING ORDINANCE TEXT AMENDMENT NO. 17, AMENDING CHAPTER 44, ARTICLE I, SECTION 44-1 (DEFINITIONS), AND ADDING ARTICLE XXVIII OF THE PARAMOUNT MUNICIPAL CODE, ESTABLISHING REGULATIONS FOR ART IN PUBLIC PLACES ON PRIVATE LAND CITYWIDE." The motion was passed by the following roll call vote:

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

NOES: None

ABSENT: None

ABSTAIN: None

8. PUBLIC HEARING
Assessment of Charges
for Delinquent Refuse
Collection
CF 86.1

Public Works Director Figueroa gave the report.

Mayor Lemons opened the public hearing and asked if there is any testimony for or against this item. City Clerk Luce reported that there were no requests to speak or comments submitted via e-mail either for or against the item.

There being no public testimony, it was moved by Councilmember Cuellar Stallings and seconded by Councilmember Aguayo to close the public hearing. The motion was passed by the following roll call vote:

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

NOES: None

ABSENT: None

ABSTAIN: None

It was moved by Vice Mayor Olmos and seconded by Councilmember Cuellar Stallings to authorize the City Manager to submit the Calendar Year 2019 delinquent refuse collection charge list to the Los Angeles County Auditor/Controller. The motion was passed by the following roll call vote:

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

NOES: None

ABSENT: None

ABSTAIN: None

9. APPROVAL
Award of Contract for
Construction of the
Arterial Street
Resurfacing
Improvements Project for
Fiscal Year 2020 (City
Project No. 9030)
CF 96 2020 CIP 9030

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

It was moved by Councilmember Cuellar Stallings and seconded by Councilmember Aguayo to approve the plans and specifications, award the contract for construction of the arterial streets resurfacing improvements project for Fiscal Year 2020 to Palp, Inc., Long Beach California, in the amount of \$1,512,338, and authorize the Mayor or her designee to execute the agreement. The motion was passed by the following roll call vote:

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

NOES: None

ABSENT: None

ABSTAIN: None

10. APPROVAL
Authorization to Execute
the Exchange
Agreement and
Assignment of Federal
Surface Transportation –
Local Funds with the Los
Angeles County
Metropolitan
Transportation Authority
CF 61.22, 43.1122
- Public Works Director Figueroa gave the report
- It was moved by Councilmember Cuellar Stallings and seconded by Vice Mayor Olmos to approve and authorize the Mayor or her designee to execute the exchange agreement and assignment of Federal Surface Transportation Program – Local Funds in the amount of \$752,041 with the Los Angeles County Metropolitan Transportation Authority. The motion was passed by the following roll call vote:
- AYES: Councilmembers Aguayo, Guillen, Cuellar Stallings; Vice Mayor Olmos; and Mayor Lemons
- NOES: None
- ABSENT: None
- ABSTAIN: None
11. RESOLUTION NO.
20:024
Amending the Fiscal
Year 2020 and Fiscal
Year 2021 Budget
CF 28.1
- Public Works Director Figueroa gave the report on the budget amendment pertaining to the City's street resurfacing project (City Project No. 9031) and Public Safety Director Lopez gave the report on the budget amendment pertaining to Measure H – Homeless Plan Implementation Grant.
- a) Budget Amendment to
Modify Appropriations for
Project No. 9031 for
Fiscal Year 2020
CF 28.1, 96 2020 CIP
9031
- Having heard both reports, it was moved by Councilmember Cuellar Stallings and seconded by Councilmember Guillen to read by title only and adopt Resolution No. 20:024, "A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PARAMOUNT AMENDING THE FISCAL YEAR 2020 AND FISCAL YEAR 2021 BUDGET." The motion was passed by the following roll call vote:
- b) Budget Amendment to
Modify Appropriations for
Measure H – Homeless
Plan Implementation
Grant for Fiscal Year
2020
CF 28.1, 69.14
- AYES: Councilmembers Aguayo, Guillen, Cuellar Stallings; Vice Mayor Olmos; and Mayor Lemons
- NOES: None
- ABSENT: None
- ABSTAIN: None

COMMENTS/COMMITTEE REPORTS

Councilmembers

Councilmember Guillen thanked the individuals that spoke during public comment for their thoughtful comments and stated that she is always open to dialogue and share ideas even if there are differing ideas, because that is how people grow. She further expressed her continued concern regarding illegal fireworks because it is an issue of great concern to the community. In response to the public comments regarding social injustice and police brutality, she commented that she is willing to have a dialog and invites residents to contact her directly. She commented further that collaboration is the best way to address community issues and she will continue to fight for Paramount residents.

Councilmember Cuellar Stallings commented that she received many complaints regarding illegal fireworks and she sincerely empathizes with the concerns raised. She stated that she looks forward to participating in the community summit on the issue and coming to a conclusion on the issue. She also express her condolences to the Diaz family who lost their daughter in an accident on the 4th of July. Lastly, she wished Vice Mayor Olmos, her husband Danny and 90 year-old resident Manny Martinez a very happy birthday.

Vice Mayor Olmos reported that there are over 900 positive cases of COVID-19 in Paramount. She suggested that staff use the City's website, social media and message boards to remind residents of the importance of practicing social distancing and wearing face masks. She also noted that there will be testing sites available in Paramount in July. In response to the public comments regarding social injustice, she stated that we all want to fight injustices and as elected officials in Paramount, it is our collective job to fight for Paramount residents.

Councilmember Aguayo suggested that the City do more to get information out to residents so they can be informed about the issues facing the City. In

response to the public comments regarding social injustice, she stated that she is open to discussion and willing to listen. Lastly, She wished Vice Mayor Olmos and Councilmember Cuellar Stallings a very happy birthday.

Mayor Lemons thanked the other Councilmembers for their thoughtful comments; noting that when addressing complicated issues, like fireworks and street racing, it is about trying to create balance and make the best decisions for the community. In response to the public comments regarding social injustice, she stated that she has received many messages both positive and critical. She commented that it is very difficult sum up such a deeply personal issue in a tweet or Instagram post and answers to complicated issues like this require thoughtful, deliberate discussion to guide real solutions.

Staff

City Manager Moreno reported that the message boards positioned throughout the City currently display COVID-19 related messages in both English and Spanish; and new COVID-19 message signs will be posted at the parks by the end of the week.

In response to the social injustice issues previously discussed, City Manager Moreno clarified that the “Unity in the Community” effort was started by Pastor Grady Jones in 2016; and in the role of facilitator, the City revived those efforts which primarily involve the clergy and the members of the community.

In response to comments regarding cities negotiating lower rates for Sheriff’s services, he stated that cities cannot individually negotiate rates and if cities are lowering rates, it is done by eliminating deputies.

Lastly, he commended City staff for working hard during these difficult times to improve the lives for Paramount residents and wished a very happy birthday to Councilmember Cuellar Stallings and Vice Mayor Olmos.

ADJOURNMENT

There being no further business to come before the City Council, Mayor Lemons adjourned the meeting at 8:57 p.m. to a meeting on July 21, 2020 at 5:00 p.m.

Peggy Lemons, Mayor

ATTEST:

Heidi Luce, City Clerk

AUGUST 4, 2020

REGISTER OF DEMANDS

PARAMOUNT CITY COUNCIL

MOTION IN ORDER:

APPROVE THE PARAMOUNT CITY COUNCIL REGISTER OF DEMANDS.

MOTION:

MOVED BY: _____

SECONDED BY: _____

[] APPROVED

[] DENIED

ROLL CALL VOTE:

AYES: _____

NOES: _____

ABSENT: _____

ABSTAIN: _____

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

Check Number	Vendor Name	Amount	Description
316242	7 POINT CONSTRUCTION, INC	9,399.75	CIP - SECURITY ENHANCEMENTS (CITY HALL)
316438		18,799.50	CIP - SECURITY ENHANCEMENTS(CITY HALL)
	Vendor Tota	28,199.25	
316400	A C A EXPERTS INC	19.61	WTR DEP REF - 7619 SOMERSET
	Vendor Tota	19.61	
316144	A Y NURSERY, INC.	190.31	PW - LANDSCAPE MNTC SUPPLIES
316218		1,930.31	PW - LANDSCAPE MNTC SUPPLIES
	Vendor Tota	2,120.62	
316353	ADMINISTRATIVE SERVICES CO-OP	2,372.68	CSR - TAXI TRANSIT SVCS (6/20)
316454		2,659.20	CSR - TAXI TRANSIT SVCS (COVID-19) 5/20
		1,972.20	CSR - TAXI TRANSIT SVCS (COVID-19) 6/20
	Vendor Tota	7,004.08	
316171	ADVANCE ELEVATOR, INC	300.00	PW - ELEVATOR MNTC (7/20)
	Vendor Tota	300.00	
316383	ADVANCED AQUATIC TECHNOLOGY	975.00	PW - CIVIC CENTER FOUNTAIN MNTC (7/20)
	Vendor Tota	975.00	
316354	AFLAC	1,916.04	AFLAC INSURANCE PAYABLE (6/20)
	Vendor Tota	1,916.04	
316294	AGUILAR, GLORIA	850.00	DAY CAMP REFUND (AGUILAR)
		20.00	DAY CAMP T-SHIRT REFUND (AGUILAR)
	Vendor Tota	870.00	
316120	AIR SOURCE INDUSTRIES, INC	410.63	CSR - EQUIPMENT MNTC SUPPLIES
	Vendor Tota	410.63	
316355	AIRGAS	86.75	PW - WATER OPER MNTC SUPPLIES
	Vendor Tota	86.75	
316384	AKM CONSULTING ENGINEERS, INC	15,730.00	CIP - WELL #16 CONST OBSERVATION (5/20)
	Vendor Tota	15,730.00	
316272	ALL AMERICAN ASPHALT	171,449.35	CIP - NEIGHBORHOOD STREET RESURF (5/20)
316439		602,000.00	CIP - NEIGHBORHOOD STREET RESURF (6/20)
		54,082.07	CIP - NEIGHBORHOOD STREET RESURF (6/20)
	Vendor Tota	827,531.42	
316172	ALLIANT INSURANCE SERVICES, INC	2,076.00	GEN - CRIME INSURANCE (FY21)
	Vendor Tota	2,076.00	
316173	AMERICAN PUBLIC WORKS ASSOC	260.00	PW - APWA MEMBERSHIP (RR)
		260.00	PW - APWA MEMBERSHIP (MF)
	Vendor Tota	520.00	
316399	ANGELS LANDSCAPE	550.00	PW - FACILITY MNTC SVCS
	Vendor Tota	550.00	
316455	APPLE INC	55.07	CSR - STAR SUPPLIES
	Vendor Tota	55.07	
316356	ARAMARK UNIFORM SERVICES, INC.	226.69	CSR - LAUNDRY SVCS (7/5)
	Vendor Tota	226.69	
316295	ARELLANO, JACQUELINE	90.00	DAY CAMP REFUND (ARELLANO)
		90.00	DAY CAMP REFUND (ARELLANO)
	Vendor Tota	180.00	

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Check Number	Vendor Name	Amount	Description
316121	AT & T	121.60	GEN - CLRWTR INTERNET (6/20)
316174		53.50	GEN - SPLASH PAD INTERNET (6/20)
316273		105.55	GEN - COM CTR INTERNET (7/20)
316456		53.48	GEN - PARAMOUNT POOL INTERNET (7/20)
316329		5,694.51	GEN - TELEPHONE SERVICE (6/20)
		1,066.70	PW - WATER SYSTEM SERVICE (6/20)
	Vendor Tota	7,095.34	
316122	AT&T MOBILITY	1,067.82	CSR - STAR CELLULAR SERVICE (6/20)
		33.57	CSR - CELLULAR SERVICE (6/20)
316357		44.67	PW - CELLULAR SERVICE (7/20)
		44.67	FIN - CELLULAR SERVICE (7/20)
	Vendor Tota	1,190.73	
316123	ATKINSON, ANDELSON, LOYA	1,318.50	HR - LEGAL SVCS (5/20)
		1,318.50	
316401	BARAJAS, PHYLLIS GABRIELA	200.00	PS - HOME SECURITY REBATE PROGRAM
		200.00	
316243	BEIGHTON, DAVE	1,950.00	PS - DETECTIVE SPECIALIST (6/20 - 7/3)
316440		1,750.00	PS - DETECTIVE SPECIALIST (7/4 - 7/17)
		3,700.00	
316205	BISHOP COMPANY	816.99	PW - GENERAL SMALL TOOLS
316296		327.60	PW - GENERAL SMALL TOOLS
316402		1,322.67	PW - LANDSCAPE MNTC SUPPLIES
		2,467.26	
316341	BLUESPACE INTERIORS	1,691.88	CSR - RECREATION SUPPLIES
		1,691.88	CSR - RECREATION SUPPLIES
		1,689.23	CSR - STAR SUPPLIES
		5,072.99	
316342	BRIGHTVIEW LANDSCAPE	21,532.44	PW - LANDSCAPE MNTC SVCS (7/20)
		150.00	PW - LANDSCAPE MNTC (SOMERSET) - 7/20
		300.00	PW - LANDSCAPE MNTC (STATION) - 7/20
		2,000.00	PW - LANDSCAPE MNTC (DOWNTOWN) - 7/20
		1,667.50	PW - DILLS PARK MNTC SVCS (7/20)
		3,248.45	PW - PARAMOUNT PARK MNTC SVCS (7/20)
		7,637.00	PW - MEDIAN MNTC SVCS (7/20)
		36,535.39	
316219	BROWN BOLT & NUT CORP.	18.54	PW - FACILITY MNTC SUPPLIES
		18.54	
316124	BUCKNAM & ASSOCIATES, INC	11,640.00	PW - WATER CONSULTING SVCS (5/20)
316175		17,309.40	CIP - WELL #16 CONSTRUCTION MANAGEMENT
	Vendor Tota	28,949.40	
316297	CALIFORNIA ASSOCIATION OF CODE	25.00	PS - CACEO TRAINING (BC) - 8/5
		25.00	PS - CACEO TRAINING (BC) - 8/12
		25.00	PS - CACEO TRAINING (BC) - 8/26
		25.00	PS - CACEO TRAINING (NH) - 8/5
		25.00	PS - CACEO TRAINING (NH) - 8/12
		25.00	PS - CACEO TRAINING (NH) - 8/26
		25.00	PS - CACEO TRAINING (JD) - 8/5
		25.00	PS - CACEO TRAINING (JD) - 8/12
		25.00	PS - CACEO TRAINING (JD) - 8/26
		25.00	PS - CACEO TRAINING (ER) - 8/5
		25.00	PS - CACEO TRAINING (ER) - 8/12
		275.00	

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Check Number	Vendor Name	Amount	Description
316220	CALIFORNIA BUILDING STANDARDS	88.20	PL - REMITTANCE SB1473 (4/20 - 6/20)
		9.80	PL - ADMIN FEE SB1473 (4/20 - 6/20)
		-9.80	PL - ADMIN FEE SB1473 (4/20 - 6/20)
	Vendor Tota	88.20	
316244	CALIFORNIA CONTRACT CITIES	4,200.00	CC - CCCA MEMBERSHIP (FY2021)
	Vendor Tota	4,200.00	
13997	CALIFORNIA JPIA	-8,053.00	GEN - LIABILITY INSURANCE (FY2020 ADJ)
		140,230.00	GEN - WORKERS COMPENSATION (FY2020 ADJ)
13998		588,602.00	GEN - LIABILITY INSURANCE (FY2021)
		401,049.00	GEN - WORKERS COMPENSATION (FY2021)
316176		5,694.00	GEN - ENVIRONMENTAL INSURANCE (FY 21)
	Vendor Tota	1,127,522.00	
13999	CALIFORNIA PUBLIC EMPLOYEES'	1,850,816.00	PERS UNFUNDED LIABILITY (FY21 CLASSIC)
14000		4,878.00	PERS UNFUNDED LIABILITY (FY21 PEPRA)
14003		98,910.64	MEDICAL INSURANCE (ACTIVE) - 7/20
		6,950.00	MEDICAL INSURANCE (RETIRED) - 7/20
		392.21	MEDICAL INSURANCE (ADMIN) - 7/20
14021		40,259.23	PERS RETIREMENT - PPE 7/3
14022		9,399.14	PERS RETIREMENT - PPE 7/3
	Vendor Tota	2,011,605.22	
316274	CALPERS LONG-TERM CARE PROGRAM	31.27	CALPERS LTC - PPE 7/3 (AF)
316457		31.27	CALPERS LTC - PPE 7/17 (AF)
	Vendor Tota	62.54	
316385	CAR CARE BY ALEX	230.00	CSR - RECREATION SUPPLIES
	Vendor Tota	230.00	
316403	CARBER	142.74	WTR DEP REF - 16226 MINNESOTA
	Vendor Tota	142.74	
316125		500.00	CP - ILLEGAL FIREWORKS REWARD
	Vendor Tota	500.00	
316145	CDW GOVERNMENT, INC.	520.45	GEN - COMPUTER MNTC SUPPLIES
		150.81	GEN - COMPUTER MNTC SUPPLIES
		44.60	GEN - COMPUTER MNTC SUPPLIES
316275		36.10	GEN - COMPUTER MNTC SUPPLIES
	Vendor Tota	751.96	
316441	CENTRAL BASIN MUNI WATER DIST	124,123.93	PW - PURCHASED WATER (6/20)
	Vendor Tota	124,123.93	
316298	CENTRAL BASIN WATER ASSOC	3,109.16	PW - CBWA MEMBERSHIP (FY 2021)
	Vendor Tota	3,109.16	
316245	CERTIFIED INSPECTIONS & CODE	12,920.00	PL - PLAN CHECK SVCS (6/20)
	Vendor Tota	12,920.00	
316126	CHICAGO TITLE COMPANY	95.00	PL - PIRT FEES (15354 PERILLA)
		95.00	PL - PIRT FEES (15937 GEORGIA)
		50.00	PL - RECORDING FEES (7403 WALNUT)
	Vendor Tota	240.00	
316146	CHILDRENS DENTAL HEALTH CLINIC	5,000.00	CP - COMMUNITY ORG FUNDING
	Vendor Tota	5,000.00	
316458	CINDY'S JUMPERS, LLC	460.00	CSR - COVID-19 SUPPLIES
	Vendor Tota	460.00	

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Check Number	Vendor Name	Amount	Description
316386	CINTAS FIRE PROTECTION	130.00	PW - FIRE PROTECTION SVCS
	Vendor Tota	130.00	
316343	CIT TECHNOLOGY FIN SERV, INC	175.90	PW - COPIER (7/20)
	Vendor Tota	175.90	
316299	CITY CLERK'S ASSOCIATION OF	170.00	CM - CCAC MEMBERSHIP (FY 2021)
	Vendor Tota	170.00	
316221	CITY OF DOWNEY	3,474.15	PW - TRAFFIC SIGNAL MNTC (10/19 - 3/20)
	Vendor Tota	3,474.15	
13994	CITY OF PARAMOUNT PAYROLL	3,547.14	NET PAYROLL - SPEC 6/25
14002		260,316.52	NET PAYROLL - PPE 07/03
14013		570.91	NET PAYROLL - SPEC 7/9
14017		577.98	NET PAYROLL - SPEC 7/13
14028		1,679.81	NET PAYROLL - SPEC 7/16
14032		8,943.67	NET PAYROLL - SPEC 7/16
14037		274,839.19	NET PAYROLL - PPE 07/17
	Vendor Tota	550,475.22	
316147	CITY OF SANTA FE SPRINGS	22,668.19	PW - TRAFFIC SIGNAL MNTC (1/20)
		10,193.64	PW - TRAFFIC SIGNAL MNTC (2/20)
		8,715.96	PW - TRAFFIC SIGNAL MNTC (3/20)
	Vendor Tota	41,577.79	
316404	CITYSPAN TECHNOLOGIES, INC	7,250.00	CSR - STAR CITYSPAN (7/20 - 6/21)
	Vendor Tota	7,250.00	
316222	CLEANSTREET	16,716.25	PW - STREET SWEEPING (6/20)
316405		640.00	PW - STREET SWEEPING (7/4)
	Vendor Tota	17,356.25	
316127	CONTINENTAL INTERPRETING	550.00	CC - COMMUNITY INTERPRETER (6/16)
		100.00	CC - TRANSLATION SVCS
316177		281.00	PL - DOCUMENT TRANSLATION SVCS
316193		75.00	CP - DOCUMENT TRANSLATION SVCS (6/29)
316459		184.20	CP - DOCUMENT TRANSLATION SVC(COVID-19)
	Vendor Tota	1,190.20	
316387	COPY R OFFICE SOLUTIONS	61.81	CSR - COM CTR COPIER (7/20)
	Vendor Tota	61.81	
316223	CORE & MAIN LP	2,048.05	PW - WATER OPER MNTC SUPPLIES
		1,157.45	PW - WATER OPER MNTC SUPPLIES
	Vendor Tota	3,205.50	
316406	CORELOGIC SOLUTIONS, LLC	170.50	PS - PROPERTY DATA SVCS (7/20)
	Vendor Tota	170.50	
316128	DATA TICKET, INC	5,049.60	PS - HANDHELD TICKET WRITER
		200.00	PS - ADMIN CITATION SVCS (5/20)
		200.00	PS - NOISE DISTURBANCE SVCS (5/20)
		200.00	PS - SIDEWALK VENDOR CITATION SVC (5/20)
316300		239.34	PS - ADMIN CITATION SVCS (3/20)
		200.00	PS - NOISE DISTURBANCE SVCS (6/20)
		200.00	PS - ADMIN CITATION SVCS (6/20)
		200.00	PS - NOISE DISTURBANCE SVCS (3/20)
316358		200.00	PS - SIDEWALK VENDOR CITATION SVC(6/20)
316407		5,598.40	PS - PARKING CITATION SVCS (6/20)
	Vendor Tota	12,287.34	
316408	DE CASAS, RAQUEL Y	200.00	PS - HOME SECURITY REBATE PROGRAM
	Vendor Tota	200.00	

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Check Number	Vendor Name	Amount	Description
316194	DE LAGE LANDEN	203.67	CSR - COM CTR COPIER (7/20)
	Vendor Tota	203.67	
316359	DELL MARKETING L.P.	4,391.70	CSR - STAR LAPTOPS (5)
	Vendor Tota	4,391.70	
316276	DEPT OF CONSERVATION	102.29	PL - SMI FEE (4/20 - 6/20)
	Vendor Tota	102.29	
316246	DIAMOND ENVIRONMENTAL SERVICES	351.62	PW - SALUD PARK RESTROOM (6/20)
	Vendor Tota	351.62	
316247	DIRECTV	76.99	PS - EOC SATELLITE SVCS (7/20)
	Vendor Tota	76.99	
316344	DISCOUNT SCHOOL SUPPLY	2,416.11	CSR - STAR SUPPLIES
	Vendor Tota	2,416.11	
316277	DIVISION OF THE STATE	1,820.00	SB 1186 BUSINESS ACCESS FEE (4/20-6/20)
		-1,820.00	SB 1186 BUSINESS ACCESS FEE (4/20-6/20)
		182.00	SB 1186 FEE - STATE PORTION (4/20-6/20)
	Vendor Tota	182.00	
316301	DUKE SERVICE COMPANY	167.50	PS - EQUIPMENT MNTC SUPPLIES
	Vendor Tota	167.50	
316409	ELLIS EQUIPMENT, INC	5,415.00	PW - COVID-19 SUPPLIES (K-RAILS)
	Vendor Tota	5,415.00	
13995	EMPLOYMENT DEVELOPMENT DEPT	118.04	STATE PAYROLL TAX - SPEC 6/25
14004		10,457.84	STATE PAYROLL TAX - PPE 7/3
14014		5.59	STATE PAYROLL TAX - SPEC 7/9
14018		6.68	STATE PAYROLL TAX - SPEC 7/13
14029		31.54	STATE PAYROLL TAX - SPEC 7/16
14033		765.54	STATE PAYROLL TAX - SPEC 7/16
14038		10,757.61	STATE PAYROLL TAX - PPE 7/17
	Vendor Tota	22,142.84	
316345	ENVIRONMENTAL SCIENCE	1,479.75	PW - CLIMATE ACTION PLAN (5/20)
316442		3,686.50	PW - CLIMATE ACTION PLAN (6/20)
	Vendor Tota	5,166.25	
316148	ETERNITY CARPET	1,312.95	PW - FACILITY MNTC SUPPLIES
	Vendor Tota	1,312.95	
316129	FACILITY WERX, INC	151.37	CSR - STAR SUPPLIES
316195		535.32	PW - COVID-19 SUPPLIES
		305.81	PW - HOUSEHOLD SUPPLIES
316224		62.59	CSR - STAR SUPPLIES
	Vendor Tota	1,055.09	
316360	FAIR HOUSING FOUNDATION	1,251.03	FIN - FAIR HOUSING SVCS (6/20)
		1,225.42	FIN - FAIR HOUSING SVCS (5/20)
316379		1,481.58	FIN - FAIR HOUSING SVCS (4/20)
	Vendor Tota	3,958.03	
316302	FEDEX	87.50	GEN - POSTAGE EXPENSE
		70.80	GEN - POSTAGE EXPENSE
316460		38.18	GEN - POSTAGE EXPENSE
	Vendor Tota	196.48	

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Check Number	Vendor Name	Amount	Description
316225	FERGUSON ENTERPRISES, INC	225.38	PW - FACILITY MNTC SUPPLIES
		218.40	PW - FACILITY MNTC SUPPLIES
316388		8.65	PW - FACILITY MNTC SUPPLIES
316443		89.93	PW - WATER OPER MNTC SUPPLIES
	Vendor Tota	542.36	
316206	FILARSKY & WATT LLP	232.50	HR - LEGAL SVCS (6/20)
	Vendor Tota	232.50	
316248	FIRST VEHICLE SERVICES	27,044.58	PW - VEHICLE MNTC (7/20)
		2,443.27	PW - VEHICLE NON-CONTRACT MNTC (6/20)
	Vendor Tota	29,487.85	
316389	FRONTIER COMMUNICATIONS OF CA	69.54	GEN - PS CIRCUIT LINE (7/20)
	Vendor Tota	69.54	
316207	FULLER ENGINEERING INC	614.30	PW - FACILITY MNTC SUPPLIES
		451.14	PW - FACILITY MNTC SUPPLIES
		396.94	PW - FACILITY MNTC SUPPLIES
	Vendor Tota	1,462.38	
316149	FUSION	200.99	GEN - STATION INTERNET (6/20)
		184.18	GEN - PROGRESS PLAZA INTERNET (6/20)
		157.87	GEN - PARAMOUNT PARK INTERNET (6/20)
316178		200.99	GEN - STATION INTERNET (7/20)
		184.18	GEN - PROGRESS PLAZA INTERNET (7/20)
		157.87	GEN - PARAMOUNT PARK INTERNET (7/20)
316461		201.03	GEN - STATION INTERNET (8/20)
		184.18	GEN - PROGRESS PLAZA INTERNET(8/20)
		157.87	GEN - PARAMOUNT PARK INTERNET(8/20)
	Vendor Tota	1,629.16	
316278		500.00	CP - FIREWORKS REWARD PROGRAM
	Vendor Tota	500.00	
316410	GARCIA, RAYMOND	22.81	WTR DEP REF - 6522 SAN VICENTE
	Vendor Tota	22.81	
316279	GAS COMPANY	929.04	GEN - FACILITIES NATURAL GAS (6/20)
		7,085.30	PW - WELLS #13 & #14 NATURAL GAS (6/20)
	Vendor Tota	8,014.34	
316179	GATEWAY CITIES COG	21,000.00	CC - COG MEMBERSHIP (FY 21)
		1,500.00	PL - COG LEAP ASSESSMENT
316249		25,000.00	PW - I-710 EIR/EIS STUDY (FY 2021)
316250		20,000.00	PW - 91/405/605 CORRIDOR STUDY(FY2021)
	Vendor Tota	67,500.00	
316444	GOGOVAPPS	6,936.00	PS - CODE ENFORCEMENT SOFTWARE
	Vendor Tota	6,936.00	
316303	GOLDEN STATE WATER COMPANY	450.06	PW - MEDIAN IRRIGATION (6/20)
		4,269.29	GEN - ALL AMERICAN PARK WATER (6/20)
	Vendor Tota	4,719.35	
316280	GOLDEN TOUCH CLEANING, INC	8,804.50	PW - JANITORIAL SVCS (6/20)
	Vendor Tota	8,804.50	
316411	GOLDSMITH CONST	732.59	WTR DEP REF - 16400 BIXLERCONSTRUCTION
	Vendor Tota	732.59	
316304	GONZALEZ, BETTY LYNN	100.00	FACILITY RENTAL REFUND (GONZALEZ)
	Vendor Tota	100.00	

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316281	GOVCONNECTION, INC	1,870.00	GEN - ANTIVIRUS LICENSES
	Vendor Tota	1,870.00	
316150	GRAINGER	44.69	PW - FACILITY MNTC SUPPLIES
	Vendor Tota	44.69	
316412	GRP MANAGEMENT	25.31	WTR DEP REF - 7244 ADAMS
	Vendor Tota	25.31	
316413	GRYPHEN SERVICES, INC	94.51	WTR DEP REF - 16233 MINNESOTA
	Vendor Tota	94.51	
316196	H & H NURSERY INC.	55.64	PW - LANDSCAPE MNTC SUPPLIES
	Vendor Tota	55.64	
316305	HARO, TERESA	60.00	ENP EXCURSION REFUND (HARO)
	Vendor Tota	60.00	
14027	HASLER MAILING SYSTEMS	2,500.00	GEN - POSTAGE METER (7/13)
14036		2,500.00	GEN - POSTAGE METER (7/16)
	Vendor Tota	5,000.00	
316226	HD SUPPLY WHITE CAP CONST	155.56	PW - STREET MNTC SUPPLIES
316251		177.59	CSR - AQUATIC SUPPLIES
316306		160.27	PW - TRAFFIC SAFETY SUPPLIES
316414		94.35	PW - STREET MNTC SUPPLIES
	Vendor Tota	587.77	
316208	HI-GIENE, INC	1,752.00	PL - TEMPERATURE SCANNER KIOSK SET
		1,752.00	FIN - TEMPERATURE SCANNER KIOSK SET
		1,752.00	CSR - TEMPERATURE SCANNER KIOSK SET
	Vendor Tota	5,256.00	
316415	HI-WAY SAFETY INC	4,120.00	PS - ELECTRONIC MESSAGE BOARDS
		4,120.00	PS - ELECTRONIC MESSAGE BOARDS
	Vendor Tota	8,240.00	
316390	HICKMAN, KATHERINE	270.00	DAY CAMP REFUND (HICKMAN)
	Vendor Tota	270.00	
316282	HILLYARD, INC	459.18	CSR - FACILITY MNTC SUPPLIES
	Vendor Tota	459.18	

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316197	HOME DEPOT/GECE	36.73	PW - GRAFFITI REMOVAL SUPPLIES
		22.93	PW - FACILITY MNTC SUPPLIES
		44.30	PW - FACILITY MNTC SUPPLIES
		40.20	PW - FACILITY MNTC SUPPLIES
		112.05	PW - GRAFFITI REMOVAL SUPPLIES
		1,782.11	PW - FACILITY MNTC SUPPLIES
		568.31	PW - FACILITY MNTC SUPPLIES
		28.71	PW - FACILITY MNTC SUPPLIES
		417.44	PW - STREET MNTC SUPPLIES
		8.19	PW - FACILITY MNTC SUPPLIES
		382.06	PW - FACILITY MNTC SUPPLIES
		30.60	PW - FACILITY MNTC SUPPLIES
		11.50	PW - FACILITY MNTC SUPPLIES
		33.41	PW - FACILITY MNTC SUPPLIES
		762.12	PW - GRAFFITI REMOVAL SUPPLIES
		8.67	PW - GRAFFITI REMOVAL SUPPLIES
		10.69	PW - FACILITY MNTC SUPPLIES
		72.07	PW - FACILITY MNTC SUPPLIES
		83.97	PW - FACILITY MNTC SUPPLIES
		386.32	PW - GRAFFITI REMOVAL SUPPLIES
		1,051.43	PW - GRAFFITI REMOVAL SUPPLIES
		762.12	PW - GRAFFITI REMOVAL SUPPLIES
		111.33	PW - FACILITY MNTC SUPPLIES
		308.09	PW - GRAFFITI REMOVAL SUPPLIES
		9.01	PW - FACILITY MNTC SUPPLIES
		65.08	PW - FACILITY MNTC SUPPLIES
		28.83	PW - FACILITY MNTC SUPPLIES
	Vendor Tota	7,178.27	
316151	HOTSY	16,421.89	CSR - STAR SUPPLIES (17 SPRAYERS)
		2,894.09	CSR - COVID-19 SUPPLIES
316227		452.24	CSR - STAR SUPPLIES
		145.64	CSR - STAR SUPPLIES
	Vendor Tota	19,913.86	
316391	HOUSE OF TRIM	300.00	PW - FACILITY MNTC SUPPLIES
	Vendor Tota	300.00	
316283	HUNT DESIGN	1,600.00	CIP - BUS STOP SHELTER DESIGN (5/20)
316361		300.00	CIP - CIVIC CENTER MONUMENT SIGN (5/20)
	Vendor Tota	1,900.00	
316252	IDC CONSULTING ENGINEERS, INC	57,681.84	CIP - ROSECRANS BRIDGE REPAIR(3/20-6/20)
	Vendor Tota	57,681.84	
316228	INK HEAD DESIGN & PRINTS	2,497.70	CSR - STAR UNIFORMS
		2,348.78	CSR - STAR UNIFORMS
		1,730.10	CSR - STAR UNIFORMS
		1,664.40	CSR - STAR UNIFORMS
		1,423.50	CSR - STAR UNIFORMS
		1,359.99	CSR - STAR UNIFORMS
	Vendor Tota	11,024.47	
316180	INTERFACE SYSTEMS, LLC	317.46	PS - FIRE MONITORING SVC (7/20 - 9/20)
	Vendor Tota	317.46	

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13996	INTERNAL REVENUE SERVICE	434.11	FED PAYROLL TAX - SPEC 6/25
		120.62	MEDICARE PAYMENT - SPEC 6/25
14005		29,423.66	FED PAYROLL TAX - PPE 7/3
		9,533.40	MEDICARE PAYMENT - PPE 7/3
14015		12.11	FED PAYROLL TAX - SPEC 7/9
		18.74	MEDICARE PAYMENT - SPEC 7/9
14019		52.55	FED PAYROLL TAX - SPEC 7/13
		20.30	MEDICARE PAYMENT - SPEC 7/13
14030		113.87	FED PAYROLL TAX - SPEC 7/16
		56.32	MEDICARE PAYMENT - SPEC 7/16
14034		581.58	MEDICARE PAYMENT - SPEC 7/16
14039		30,391.75	FED PAYROLL TAX - PPE 7/17
		10,045.66	MEDICARE PAYMENT - PPE 7/17
	Vendor Tota	80,804.67	
316181	INTERWEST CONSULTING GROUP	5,087.50	GEN - PHONE SYSTEM ASSESSMENT (50%)
	Vendor Tota	5,087.50	
316362	IRON MOUNTAIN, INC	505.60	GEN - OFFSITE TAPE VAULTING SVC (6/20)
	Vendor Tota	505.60	
316445	IWORQ	22,000.00	PL - IWORQ SYSTEM SUPPORT (FY2021)
	Vendor Tota	22,000.00	

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Check Number	Vendor Name	Amount	Description
316130	JANKOVICH COMPANY	909.47	PS - FLEET FUEL (4/8 - 4/14)
		830.89	PS - FLEET FUEL (4/1 - 4/7)
		786.64	PS - FLEET FUEL (6/15 - 6/21)
		189.83	PS - FLEET FUEL (6/15 - 6/21)
		153.55	CSR - FLEET FUEL (6/15 - 6/21)
		67.31	PS - FLEET FUEL (6/8 - 6/14)
		31.19	PS - FLEET FUEL (6/15 - 6/21)
316182		136.11	CSR - FLEET FUEL (4/8 - 4/14)
		50.02	PL - FLEET FUEL (4/15 - 4/21)
316253		954.60	PW - FLEET FUEL (6/22 - 6/30)
		922.34	PW - FLEET FUEL (6/15 - 6/21)
		779.38	PW - FLEET FUEL (6/8 - 6/14)
		681.74	PW - FLEET FUEL (6/1 - 6/7)
		555.18	PW - FLEET FUEL (6/22 - 6/30)
		520.96	PW - FLEET FUEL (6/1 - 6/7)
		498.56	PW - FLEET FUEL (6/22 - 6/30)
		471.12	PW - FLEET FUEL (6/8 - 6/14)
		418.96	PW - FLEET FUEL (6/15 - 6/21)
		408.33	PW - FLEET FUEL (6/15 - 6/21)
		401.26	PS - FLEET FUEL (6/22 - 6/30)
		314.87	PW - FLEET FUEL (6/22 - 6/30)
		311.17	PW - FLEET FUEL (6/15 - 6/21)
		218.15	PW - FLEET FUEL (6/8 - 6/14)
		139.84	CSR - FLEET FUEL (6/8 - 6/14)
		64.66	AS - FLEET FUEL (6/8 - 6/14)
		198.75	PW - FLEET FUEL (6/8 - 6/14)
		180.81	PW - FLEET FUEL (6/1 - 6/7)
		159.85	PW - FLEET FUEL (6/15 - 6/21)
		152.99	PW - FLEET FUEL (6/1 - 6/7)
		150.26	PW - FLEET FUEL (6/8 - 6/14)
		119.84	PL - FLEET FUEL (6/22 - 6/30)
		94.33	PW - FLEET FUEL (6/1 - 6/7)
		75.46	PW - FLEET FUEL (6/22 - 6/30)
		75.46	PS - FLEET FUEL (6/22 - 6/30)
		70.43	PW - FLEET FUEL (6/22 - 6/30)
		58.19	PW - FLEET FUEL (6/8 - 6/14)
		46.19	PW - FLEET FUEL (6/15 - 6/21)
316307		1,247.87	PS - FLEET FUEL (6/22 - 6/30)
316446		959.37	PS - FLEET FUEL (7/8 - 7/14)
		837.08	PS - FLEET FUEL (7/1 - 7/7)
		194.51	PS - FLEET FUEL (7/8 - 7/14)
		158.50	PS - FLEET FUEL (7/1 - 7/7)
		114.43	PL - FLEET FUEL (7/8 - 7/14)
		28.38	PS - FLEET FUEL (7/8 - 7/14)
316462		140.47	CSR - FLEET FUEL (7/1 - 7/7)
		126.17	CSR - FLEET FUEL (7/8 - 7/14)
	Vendor Total	16,005.47	
316209	JMD NET	2,500.00	GEN - COMPUTER NETWORK SUPPORT (6/20)
	Vendor Total	2,500.00	
316183	JMG SECURITY SYSTEMS, INC	6,345.69	GEN - SECURITY SYSTEM MNTC (7/20-9/20)
		2,006.01	PS - SECURITY SYSTEM MNTC (7/20-9/20)
		2,567.67	PW - SECURITY SYSTEM MNTC (7/20-9/20)
		289.80	GEN - SECURITY SYSTEM MNTC (7/20-9/20)
316254		7,462.63	GEN - SECURITY SYSTEM (STATION)
	Vendor Total	18,671.80	

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316184	JOE GONSALVES & SON INC	3,000.00	CC - LEGISLATIVE LOBBYIST (7/20)
316416		3,000.00	CC - LEGISLATIVE LOBBYIST (8/20)
	Vendor Tota	6,000.00	
316308	JOHN'S WHOLESALE ELECTRIC, INC	289.41	PW - STREET MNTC SUPPLIES
		141.80	PW - FACILITY MNTC SUPPLIES
	Vendor Tota	431.21	
316330	KEN'S WELDING	380.00	PW - FACILITY MNTC SVCS
		190.00	PW - FACILITY MNTC SVCS
	Vendor Tota	570.00	
316284	KINGDOM CAUSES BELLFLOWER	30,607.51	PS - RENTAL ASSISTANCE PROGRAM (5/20)
		2,723.84	PS - RENTAL ASSISTANCE ADMIN (5/20)
	Vendor Tota	33,331.35	
316229	KLM, INC.	594.65	PW - A/C MNTC SVCS (STATION)
		397.46	PW - A/C MNTC SVCS (GYM)
		310.00	PW - A/C MNTC SVCS (COM CTR)
		187.23	PW - A/C MNTC SVCS (WELL #15)
		180.00	PW - BOILER MNTC
		150.00	PW - A/C MNTC SVCS (STATION)
		150.00	PW - A/C MNTC SVCS (WELL #13)
	Vendor Tota	1,969.34	
316392	KONE, INC	1,182.06	PW - CLRWTR ELEVATOR MNTC (7/20 - 9/20)
	Vendor Tota	1,182.06	
316463	KTS NETWORKS, INC.	47.54	GEN - TELEPHONE MNTC (7/14)
	Vendor Tota	47.54	
316309	L A COUNTY DEPT OF HEALTH SVCS	672.00	PW - HEALTH PERMIT (PARAMOUNT POOL)
316310		672.00	PW - HEALTH PERMIT (ORANGE SPLASH ZONE)
	Vendor Tota	1,344.00	

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Check Number	Vendor Name	Amount	Description
316131	L A COUNTY SHERIFF	343.82	PS - PRISONER MNTC (5/20)
316198		6,992.06	PS - CRIME SUPPRESSION (SCOPS) - 5/20
		9,655.71	PS - CRIME SUPPRESSION (5/20)
		5,852.73	PS - CRIME SUPPRESSION (SCOPS) - 3/20
		8,082.33	PS - CRIME SUPPRESSION (3/20)
		11,057.05	PS - TRANSIT ENFORCEMENT (PROP A)-5/20
		8,690.30	PS - TRAFFIC ENFORCEMENT (3/20)
		7,628.59	PS - COVID-19 (5/20)
		5,089.28	PS - SPECIAL EVENT SVCS-WALMART (3/20)
		5,057.28	PS - SUPERVISOR OVERTIME (3/20)
		4,634.83	PS - PARTY PATROL (SCOPS) - 3/20
		4,523.81	PS - SPECIAL EVENT SVCS (5/20)
		4,109.04	PS - SUPERVISOR OVERTIME (5/20)
		3,747.61	PS - SPECIAL EVENT SVCS (3/20)
		3,434.49	PS - SPECIAL EVENT SVC-FOOD DRIVE(5/20)
		2,512.65	PS - TRANSIT ENFORCEMENT(PROP A) - 3/20
		1,738.06	PS - TRAFFIC ENFORCEMENT (5/20)
		721.46	PS - HELICOPTER SVCS (5/20)
		386.24	PS - PARK PATROL (3/20)
316311		5,344.34	PS - PARTY PATROL (SCOPS) - 5/20
316363		451,509.88	PS - GENERAL LAW ENFORCEMENT (6/20)
		102,615.80	PS - SPECIAL ASSIGNMENT OFFICER (6/20)
		20,631.69	PS - SERGEANT SERVICES (6/20)
		421.26	PS - VEHICLE MDC (6/20)
316417		16,973.94	PS - FIREWORK SUPPRESSION (6/20)
		9,994.90	PS - TRAFFIC ENFORCEMENT (6/20)
		2,950.08	PS - SUPERVISOR OVERTIME (6/20)
		2,317.41	PS - PARTY PATROL (SCOPS) - 6/20
		1,738.06	PS - TRANSIT ENFORCEMENT(PROP A) - 6/20
		579.35	PS - PARK PATROL (6/20)
	Vendor Tota	709,334.05	
316152	L A SIGNS & BANNERS	2,142.50	CP - YOUTH HALL OF FAME
316255		3,097.10	CP - EDUCATION BLVD BANNERS
		1,290.46	CP - EDUCATION BLVD BANNERS
316418		151.11	CP - MILITARY BANNER PROGRAM
	Vendor Tota	6,681.17	
316346	LAKESHORE LEARNING MATERIAL	2,487.37	CSR - STAR SUPPLIES
	Vendor Tota	2,487.37	
316364	LDI COLOR TOOLBOX	53.96	PW - COPIER OVERAGE (6/20)
316447		56.74	PW - COPIER OVERAGE (3/20)
	Vendor Tota	110.70	
316132	LEAD TECH ENVIRONMENTAL	775.00	PL - LEAD/ASBESTOS TEST (7311 LUGO)
		765.00	PL - LEAD/ASBESTOS TEST (7409 WALNUT)
		748.00	PL - LEAD/ASBESTOS TEST (15937 GEORGIA)
		735.00	PL - LEAD/ASBESTOS TEST (8519 CHESTER)
		735.00	PL - LEAD/ASBESTOS TEST (7403 WALNUT)
		417.00	PL - LEAD/ASBESTOS TEST (15937 GEORGIA)
		190.00	PL - LEAD/ASBESTOS TEST (8519 CHESTER)
		190.00	PL - LEAD/ASBESTOS TEST (7403 WALNUT)
		175.00	PL - LEAD/ASBESTOS TEST (7403 WALNUT)
	Vendor Tota	4,730.00	
316256	LEAGUE OF CALIFORNIA CITIES	1,249.50	CC - LOCC LACD MEMBERSHIP (FY21)
	Vendor Tota	1,249.50	
316365	LEE'S TOOLS	109.68	PW - FACILITY MNTC SVCS
	Vendor Tota	109.68	

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316153	LINCOLN AQUATICS	269.80	PW - FACILITY MNTC SUPPLIES
316199		17,210.12	PW - POOL HEATER
316331		6,785.00	PW - POOL HEATER INSTALLATION
		3,690.00	PW - POOL HEATER INSTALLATION
	Vendor Tota	27,954.92	
316332	LINCOLN NATIONAL LIFE INS CO	8,786.18	DENTAL INSURANCE (PPO) - 7/20
		555.87	DENTAL INSURANCE (HMO) - 7/20
		-593.76	DENTAL INSURANCE (PPO) - 12/19 ADJ
316393		1,309.20	LIFE INSURANCE (7/20)
		3,229.07	DISABILITY INSURANCE (7/20)
		548.21	VOLUNTARY LIFE INSURANCE (7/20)
	Vendor Tota	13,834.77	

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316133	LINDSAY LUMBER CO., INC	2,748.93	PW - FACILITY MNTC SUPPLIES
		753.94	PW - FACILITY MNTC SUPPLIES
		93.38	PW - FACILITY MNTC SUPPLIES
		85.61	CP - GRADUATION BUS
		32.78	PW - FACILITY MNTC SUPPLIES
		28.45	PW - FACILITY MNTC SUPPLIES
		9.83	PW - FACILITY MNTC SUPPLIES
		-753.94	PW - FACILITY MNTC SUPPLIES (CREDIT)
		-2,748.93	PW - FACILITY MNTC SUPPLIES (CREDIT)
316258		422.39	PW - GRAFFITI REMOVAL SUPPLIES
		200.81	PW - GRAFFITI REMOVAL SUPPLIES
		187.89	PW - GRAFFITI REMOVAL SUPPLIES
		176.79	PW - GRAFFITI REMOVAL SUPPLIES
		135.75	PW - GRAFFITI REMOVAL SUPPLIES
		122.19	PW - GRAFFITI REMOVAL SUPPLIES
		116.40	PW - GRAFFITI REMOVAL SUPPLIES
		111.50	PW - GRAFFITI REMOVAL SUPPLIES
		105.72	PW - STREET MNTC SUPPLIES
		71.26	PW - GRAFFITI REMOVAL SUPPLIES
		59.71	PW - GRAFFITI REMOVAL SUPPLIES
		57.70	PW - GRAFFITI REMOVAL SUPPLIES
		55.55	PW - GRAFFITI REMOVAL SUPPLIES
		53.32	PW - GRAFFITI REMOVAL SUPPLIES
		37.22	PW - FACILITY MNTC SUPPLIES
		35.89	PW - STREET MNTC SUPPLIES
		33.45	PW - FACILITY MNTC SUPPLIES
		33.24	PW - GRAFFITI REMOVAL SUPPLIES
		28.84	PW - STREET MNTC SUPPLIES
		28.19	PW - GRAFFITI REMOVAL SUPPLIES
		28.19	PW - GRAFFITI REMOVAL SUPPLIES
		27.33	PW - GRAFFITI REMOVAL SUPPLIES
		24.05	PW - FACILITY MNTC SUPPLIES
		20.78	PW - STREET MNTC SUPPLIES
		20.68	PW - STREET MNTC SUPPLIES
		19.69	PW - GRAFFITI REMOVAL SUPPLIES
		19.69	PW - GRAFFITI REMOVAL SUPPLIES
		17.50	PW - FACILITY MNTC SUPPLIES
		16.41	PW - FACILITY MNTC SUPPLIES
		14.21	PW - FACILITY MNTC SUPPLIES
		13.96	PW - STREET MNTC SUPPLIES
		13.13	PW - FACILITY MNTC SUPPLIES
		12.25	PW - FACILITY MNTC SUPPLIES
		11.36	PW - FACILITY MNTC SUPPLIES
		9.60	PW - FACILITY MNTC SUPPLIES
		9.30	PW - STREET MNTC SUPPLIES
		8.75	PW - FACILITY MNTC SUPPLIES
		6.92	PW - FACILITY MNTC SUPPLIES
		6.12	PW - FACILITY MNTC SUPPLIES
		3.83	PW - FACILITY MNTC SUPPLIES
		2.62	PW - FACILITY MNTC SUPPLIES
		2.19	PW - FACILITY MNTC SUPPLIES
		-2.19	PW - FACILITY MNTC SUPPLIES (CREDIT)
316312		32.82	PW - WATER OPER MNTC SUPPLIES
316366		142.08	PW - FACILITY MNTC SUPPLIES
		37.77	PW - FACILITY MNTC SUPPLIES
	Vendor Tota	2,842.90	
316154	LITTLE HOUSE, INC.	3,000.00	CP - COMMUNITY ORG FUNDING
	Vendor Tota	3,000.00	

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Check Number	Vendor Name	Amount	Description
316259	LONG BEACH TRANSIT	112,270.00	CSR - LB TRANSIT SVCS (4/20 - 6/20)
	Vendor Tota	112,270.00	
316419	LOPEZ, JUAN	200.00	PS - HOME SECURITY REBATE PROGRAM
	Vendor Tota	200.00	
316155	LOS ANGELES REGIONAL FOOD BANK	1,000.00	CP - COMMUNITY ORG FUNDING
	Vendor Tota	1,000.00	
316420	LYONS PLAZA GARFIELD	59.55	WTR DEP REF - 14536 GARFIELD
	Vendor Tota	59.55	
316421	MARQUEZ, CLAUDIA	200.00	PS - HOME SECURITY REBATE PROGRAM
	Vendor Tota	200.00	
316377	MATRIX TRUST TPA 000363	34,365.14	RETIREE HEALTH TRUST (8/20)
316378		33,989.34	RETIREE HEALTH TRUST (9/20)
	Vendor Tota	68,354.48	
316367	MDG ASSOCIATES, INC	4,090.00	FIN - CDBG PROGRAM ADMIN (6/20)
		900.00	PL - RES ADMIN (15354 PERILLA) - 6/20
		900.00	PL - RES ADMIN (15937 GEORGIA) - 6/20
		900.00	PL - RES ADMIN (8519 CHESTER) - 6/20
		900.00	PL - RES ADMIN (7403 WALNUT) - 6/20
		1,457.50	CIP - PROGRESS PLAZA FACILITY IMP(6/20)
		550.00	PL - ARCH SVCS (13901 PARAMOUNT) - 6/20
		110.00	PL - ARCH SVCS(15504-06 PARAMOUNT) 6/20
		630.00	PL - COM ADMIN (13913 PARAMOUNT) - 6/20
		440.00	FIN - HOME PROGRAM ADMIN (6/20)
	Vendor Tota	10,877.50	
316422	MOBARAK	15.79	WTR DEP REF - 15302 ORANGE
	Vendor Tota	15.79	
316185	MOBILE RELAY ASSOCIATES	725.00	GEN - WIRELESS SITE RENT (7/20)
	Vendor Tota	725.00	
316423	MONROE INDUSTRIAL PROPERTIES	3.23	WTR DEP REF - 7750 MONROE
	Vendor Tota	3.23	
316134	MORE PREPARED, LLC	70.90	PS - EOC SUPPLIES
	Vendor Tota	70.90	
316186	MOTION PICTURE LICENSING CORP	342.30	CSR - MOTION PICTURE LICENSE
	Vendor Tota	342.30	
316368	MRC SMART TECHNOLOGY SOLUTIONS	1,263.88	GEN - PRINTER TONER (7/20)
	Vendor Tota	1,263.88	
316369	MRS ENVIRONMENTAL INC	15,388.35	PL - ENV ANALYSIS (WORLD ENERGY)
	Vendor Tota	15,388.35	
316313	MUNICIPAL MGMT ASSOCIATION	90.00	AS - MMASC MEMBERSHIP (DE)
	Vendor Tota	90.00	
316156	MUNISERVICES, LLC	4,669.47	FIN - PROF/TECHNICAL SVCS (4/20 - 6/20)
	Vendor Tota	4,669.47	
316157	NAPA AUTO PARTS	39.72	PW - FACILITY MNTC SUPPLIES
	Vendor Tota	39.72	
316424	NETWORK INNOVATIONS US, INC	280.50	PS - SATELLITE PHONE SVC (6/20)
	Vendor Tota	280.50	

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316135	OFFICE DEPOT, INC.	412.48	CSR - STAR SUPPLIES
		412.48	CSR - STAR SUPPLIES
		207.47	CSR - STAR SUPPLIES
		207.47	CSR - STAR SUPPLIES
		164.24	CSR - STAR SUPPLIES
		164.24	CSR - STAR SUPPLIES
		37.22	CSR - STAR SUPPLIES
		36.52	CSR - STAR SUPPLIES
		21.89	CSR - STAR SUPPLIES
		14.54	CSR - STAR SUPPLIES
316230		37.21	CSR - STAR SUPPLIES
		37.21	CSR - STAR SUPPLIES
		13.13	CSR - STAR SUPPLIES
316262		123.44	CSR - OFFICE SUPPLIES
		101.43	CSR - OFFICE SUPPLIES
		76.64	CSR - OFFICE SUPPLIES
		6.93	CSR - OFFICE SUPPLIES
316370		996.32	CSR - STAR SUPPLIES
		967.31	CSR - STAR SUPPLIES
		217.89	CSR - OFFICE SUPPLIES
		192.13	CSR - RECREATION SUPPLIES
		78.24	CSR - RECREATION SUPPLIES
		68.98	CSR - RECREATION SUPPLIES
		58.68	CSR - STAR SUPPLIES
		14.32	CSR - OFFICE SUPPLIES
		14.22	CSR - STAR SUPPLIES
	Vendor Total	4,682.63	
316136	OFFICE SOLUTIONS	72.02	AS - OFFICE SUPPLIES
		20.50	CM - OFFICE SUPPLIES
		3.42	CM - OFFICE SUPPLIES
316158		83.57	GEN - OFFICE SUPPLIES
		15.41	AS - OFFICE SUPPLIES
		3.42	AS - OFFICE SUPPLIES
316187		149.27	PL - CHAIR MATS
		48.62	PL - OFFICE SUPPLIES
316210		3.42	AS - OFFICE SUPPLIES
316263		19.89	GEN - OFFICE SUPPLIES
	Vendor Total	419.54	
14001	OPENEDGE	1,901.83	GEN - UB WEB BANK CHARGES (6/20)
	Vendor Total	1,901.83	
316211	ORANGELINE DEVELOPMENT	18,897.95	PL - ECO-RAPID TRANSIT (FY 2021)
	Vendor Total	18,897.95	
316371	ORIENTAL TRADING COMPANY, INC.	2,049.34	CSR - STAR SUPPLIES
		174.64	CSR - STAR SUPPLIES
	Vendor Total	2,223.98	
316314	OROZCO, LAURA	90.00	DAY CAMP REFUND (OROZCO)
	Vendor Total	90.00	
316285	OVERLAND PACIFIC & CUTLER INC	160.00	PL - PROP MGMT SVCS (16305 HUNSAKER)
	Vendor Total	160.00	
316159	PAC-VAN, INC	3,662.78	PS - STORAGE FOR HOMELESS PROPERTY
	Vendor Total	3,662.78	
316212	PACIFIC RIM AUTOMATION, INC.	1,050.00	PW - SCADA SYSTEM MNTC (6/20)
	Vendor Total	1,050.00	

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316425	PARAMO	33.78	WTR DEP REF - 6669 CARO
	Vendor Tota	33.78	
316264	PARAMOUNT CHAMBER OF COMMERCE	10,000.00	PL - ECONOMIC DEVELOPMENT (PMT #1)
316464		697.00	CP - PULSE BEAT CITY SCAPE (7/20)
	Vendor Tota	10,697.00	
316426	PARAMOUNT GROCERY OUTLET	16.03	WTR DEP REF - 15717 DOWNEY
	Vendor Tota	16.03	
316160	PARAMOUNT HIGH SCHOOL	1,000.00	CP - COMMUNITY ORG FUNDING
	Vendor Tota	1,000.00	
316200	PARAMOUNT JOURNAL	178.75	CM - PUBLISHED NOTICE (6/18)
		129.25	CM - PUBLISHED NOTICE (6/25)
316448		484.00	CM - PUBLISHED NOTICE (7/2)
		462.00	CM - PUBLISHED NOTICE (7/2)
		440.00	CM - PUBLISHED NOTICE (7/2)
		374.00	CM - PUBLISHED NOTICE (7/2)
		341.00	CM - PUBLISHED NOTICE (7/2)
		244.20	CM - PUBLISHED NOTICE (7/2)
	Vendor Tota	2,653.20	
316265	PARKINS & ASSOCIATES	1,250.00	PW - PARK MNTC CONSULTANT (6/20)
	Vendor Tota	1,250.00	
316315	PAYAN, MONIQUE	450.00	DAY CAMP REFUND (PAYAN)
	Vendor Tota	450.00	
316398	PEREZ, DANALY	668.50	CSR - FOLKLORICO CLASS (9/18)
		98.00	CSR - SALSA CLASS (9/18)
	Vendor Tota	766.50	
316161	PETTY CASH	5,858.93	CSR - FY20 BINGO EXCESS FUND
316162		100.00	PETTY CASH REPLENISHMENT
316231		220.00	PC - PLANNING COMMISSION MEETING
	Vendor Tota	6,178.93	
316137	POLYMERSHAPES LLC	1,100.00	PW - COVID-19 SUPPLIES
316266		407.00	PW - COVID-19 SUPPLIES
316372		2,060.00	PW - COVID-19 SUPPLIES
		211.15	PW - COVID-19 SUPPLIES (TAX)
		-211.15	POLYMERSHAPES
	Vendor Tota	3,567.00	
316213	POOL & ELECTRICAL PRODUCTS, INC	207.52	PW - FACILITY MNTC SUPPLIES
		15.22	PW - FACILITY MNTC SUPPLIES
		3.55	PW - FACILITY MNTC SUPPLIES
	Vendor Tota	226.29	
316427	PRATT COMMUNICATIONS INC	40.28	WTR DEP REF - 7060 MOTZ
	Vendor Tota	40.28	
316138	PRINTTIO	1,638.56	PW - FACILITY MNTC SUPPLIES
316163		192.72	CSR - BUENA VISTA BANNER
316286		519.03	AS - SOCIAL DISTANCING POSTERS (COVID)
316465		683.55	CSR - SOCIAL DISTANCING BANNER
	Vendor Tota	3,033.86	
316316	PSOMAS	30,147.50	CIP - WSAB BIKEWAY PHASE 2 (5/20)
	Vendor Tota	30,147.50	

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Check Number	Vendor Name	Amount	Description
316333	Q DOXS	347.29	GEN - COLOR COPIER USAGE (7/20)
		111.35	GEN - COPIER USAGE (7/20)
		47.62	GEN - COPIER OVERAGE (6/20)
316394		599.76	CSR - COPIER USAGE (7/20)
		293.31	CSR - COPIER USAGE OVERAGE (6/20)
		71.66	PL - COPIER USAGE (7/20)
	Vendor Tota	1,470.99	
316188	QUADRANT SYSTEMS INC.	925.00	GEN - CASH REGISTER SUPPORT (FY2021)
		925.00	FIN - CASH REGISTER SUPPORT (FY2021)
	Vendor Tota	1,850.00	
316139	QUALITY CODE PUBLISHING	5,000.00	CM - MUNICIPAL CODE CODIFICATION
	Vendor Tota	5,000.00	
316428	RAMIREZ, EMMANUEL	200.00	PS - HOME SECURITY REBATE PROGRAM
	Vendor Tota	200.00	
316164	RAYVERN LIGHTING SUPPLY CO INC	1,444.20	PW - FACILITY MNTC SUPPLIES
		1,368.98	PW - FACILITY MNTC SUPPLIES
		812.48	PW - FACILITY MNTC SUPPLIES
	Vendor Tota	3,625.66	
316287	REDBRIDGE USA , INC	3,000.00	FIN - CREDIT CARD RFP ANALYSIS (1QFY21)
	Vendor Tota	3,000.00	
316201	REGISTRAR-RECORDER/L.A. COUNTY	75.00	PL - PUBLISHED NOTICE (7/8)
316232		75.00	PL - PUBLISHED NOTICE (7/15)
		75.00	PL - PUBLISHED NOTICE
		75.00	PL - PUBLISHED NOTICE (7/15)
		75.00	PL - PUBLISHED NOTICE (7/15)
		75.00	PL - PUBLISHED NOTICE (7/15)
	Vendor Tota	450.00	
14006	RELIANCE TRUST COMPANY	11,418.16	FT DEF COMP 457 - PPE 7/3
14007		7,106.47	PT DEF COMP 457 - PPE 7/3
14008		1,882.87	DEF COMP 457 ROTH - PPE 7/3
14016		48.49	PT DEF COMP - SPEC 7/9
14020		52.49	PT DEF COMP 457 - SPEC 7/13
14031		35.00	FT DEF COMP 457 - SPEC 7/16
14035		10,054.71	FT DEF COMP 457 - SPEC 7/16
14040		11,851.17	FT DEF COMP 457 - PPE 7/17
14041		8,351.59	PT DEF COMP 457 - PPE 7/17
14042		1,906.87	DEF COMP 457 ROTH - PPE 7/17
14009		157.66	401A EXEC LOAN PAYMENT - PPE 7/3
14010		1,010.65	401A LOAN PAYMENT - PPE 7/3
14011		1,393.41	457 LOAN PAYMENT - PPE 7/3
14043		157.66	401A EXEC LOAN PAYMENT - PPE 7/17
14044		1,010.65	401A LOAN PAYMENT - PPE 7/17
14045		1,393.41	457 LOAN PAYMENT - PPE 7/17
14012		665.54	FT 401 QUAL COMP - PPE 7/3
14046		665.54	FT 401 QUAL COMP - PPE 7/17
	Vendor Tota	59,162.34	
316317	RESPOND SYSTEMS	129.10	PW - FIRST AID SUPPLIES
316347		766.85	CSR - FIRST AID SUPPLIES
		626.63	PS - FIRST AID SUPPLIES
		120.90	CSR - FIRST AID SUPPLIES
	Vendor Tota	1,643.48	
316165	RETAIL MARKETING SERVICES	2,025.00	PW - CART SERVICES (5/20)
	Vendor Tota	2,025.00	

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Check Number	Vendor Name	Amount	Description
316429	REYNOLDS, R T	4.82	WTR DEP REF - 8224 ACKLEY
	Vendor Tota	4.82	
316373	ROADLINE PRODUCTS INC	667.95	PW - STREET MNTC SUPPLIES
	Vendor Tota	667.95	
316395	ROBERT SKEELS & CO.	257.54	PW - FACILITY MNTC SUPPLIES
	Vendor Tota	257.54	
316318	RODRIGUEZ, GLORIA	90.00	DAY CAMP REFUND (RODRIGUEZ)
	Vendor Tota	90.00	
316319	RON'S MAINTENANCE	6,127.00	PW - CATCH BASIN MNTC (6/20)
	Vendor Tota	6,127.00	
316288		500.00	CP - FIREWORKS REWARD PROGRAM
	Vendor Tota	500.00	
316233	ROYAL PAPER CORPORATION	810.74	PW - HOUSEHOLD SUPPLIES
	Vendor Tota	810.74	
316189	S & J SUPPLY CO.	2,269.77	PW - WATER OPER MNTC SUPPLIES
		362.53	PW - WATER OPER MNTC SUPPLIES
316202		8,672.40	PW - WATER OPER MNTC SUPPLIES
316234		527.62	PW - FACILITY MNTC SUPPLIES
	Vendor Tota	11,832.32	
316235	S & S WORLDWIDE	2,448.20	CSR - STAR SUPPLIES
		288.04	CSR - STAR SUPPLIES
		252.18	CSR - STAR SUPPLIES
316348		459.47	CSR - STAR SUPPLIES
		360.99	CSR - STAR SUPPLIES
		218.96	CSR - STAR SUPPLIES
316374		34.93	CSR - STAR SUPPLIES
316466		1,386.80	CSR - STAR SUPPLIES
		617.61	CSR - STAR SUPPLIES
	Vendor Tota	6,067.18	
316430	SALAZAR	5.71	WTR DEP REF - 6726 MOTZ
	Vendor Tota	5.71	
316236	SALCO GROWERS, INC.	36.14	PW - LANDSCAPE MNTC SUPPLIES
	Vendor Tota	36.14	
316431	SANDOVAL, OSCAR	163.15	PS - HOME SECURITY REBATE PROGRAM
	Vendor Tota	163.15	
316349	SARAVIA, BARRY	100.00	CP - GRADUATION BUS
	Vendor Tota	100.00	
316449	SECTRAN SECURITY INC	495.29	GEN - ARMORED CAR SVC (7/20)
	Vendor Tota	495.29	
316166	SMART & FINAL IRIS CO	352.05	CSR - STAR SUPPLIES
		80.45	CSR - FACILITY SUPPLIES
		55.56	CSR - FACILITY SUPPLIES
316267		162.35	CSR - STAR SUPPLIES
316396		263.39	CSR - DAY CAMP EXCURSION
		151.96	CSR - RECREATION SUPPLIES
		32.93	CSR - RECREATION SUPPLIES
		25.27	CSR - DAY CAMP SUPPLIES
	Vendor Tota	1,123.96	

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Check Number	Vendor Name	Amount	Description
316450	SO CAL INDUSTRIES	1,760.60	PW - FENCE REPAIR (ALL AMERICAN PARK)
	Vendor Tota	1,760.60	
316320	SOTO, REYNA	315.00	DAY CAMP REFUND (SOTO)
	Vendor Tota	315.00	
316467	SOUTH COAST AIR QUALITY	2,621.29	PW - EMISSIONS FEE (WELL #14)
	Vendor Tota	2,621.29	
316214	SOUTHERN CALIFORNIA EDISON CO.	577.32	PW - SETBACK LICENSE (DOWNEY/FLOWER)
316289		23,799.09	GEN - FACILITIES & PARKS (5/20)
		1,590.91	GEN - CLEARWATER BLDG (5/20)
		494.96	GEN - PARAMOUNT PARK (5/20)
		5,961.96	PW - STREET LIGHTS & MEDIANS (5/20)
		20,730.83	PW - WATER PRODUCTION WELLS (5/20)
316432		33,177.11	GEN - FACILITIES & PARKS (6/20)
		1,798.17	GEN - CLRWTR BLDG (6/20)
		546.47	GEN - PARAMOUNT PARK (6/20)
		27,883.10	PW - WATER PRODUCTION WELLS (6/20)
		6,003.74	PW - STREET LIGHTS & MEDIANS (6/20)
	Vendor Tota	122,563.66	
316290	STATE DISBURSEMENT UNIT	250.00	PAYROLL DEDUCTION - PPE 7/3
316468		250.00	PAYROLL DEDUCTION - PPE 7/17
316291		398.30	PAYROLL DEDUCTION - PPE 7/3
316469		398.30	PAYROLL DEDUCTION - PPE 7/17
316470		49.28	PAYROLL DEDUCTION - PPE 7/17
	Vendor Tota	1,345.88	
316237	STEAMX - SIGNAL HILL	449.39	PW - GRAFFITI REMOVAL SUPPLIES
316268		500.03	PW - GRAFFITI REMOVAL SUPPLIES
316321		174.32	PW - GRAFFITI REMOVAL SUPPLIES
	Vendor Tota	1,123.74	
316451	STEPHEN DORECK	11,880.00	PW - FIRE SVC INSTALL (15158 ORANGE)
	Vendor Tota	11,880.00	
316433	SUAREZ	12.92	WTR DEP REF - 8320 ACKLEY
	Vendor Tota	12.92	
316140	SUPERIOR POOL PRODUCTS, LLC	31.81	PW - FACILITY MNTC SUPPLIES
316397		18.85	PW - FACILITY MNTC SUPPLIES
	Vendor Tota	50.66	
316238	TACOS GIYOS	229.50	CSR - ENP HOT MEALS (COVID-19)
	Vendor Tota	229.50	
316322	TETRA TECH, INC	5,340.00	CIP - WELL #16 CONSTRUCTION MGMT (6/20)
	Vendor Tota	5,340.00	
316239	THE CAVANAUGH LAW GROUP, APLC	22,717.50	CA - CITY ATTORNEY SVCS (6/20)
		6,262.20	PS - CITY PROSECUTOR (6/20)
	Vendor Tota	28,979.70	
316167	THE CHILDREN'S CLINIC	5,000.00	CP - COMMUNITY ORG FUNDING
	Vendor Tota	5,000.00	

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Check Number	Vendor Name	Amount	Description
316168	THE SAUCE CREATIVE SERVICES	375.00	CP - GRADUATION BUS
		198.33	CP - YOUTH HALL OF FAME
		75.00	CP - VIRTUAL CONCERT
316190		2,165.30	CP - WATER WELL GROUNDBREAKING
316240		15,844.45	CSR - STAR SUPPLIES
		195.93	CSR - STAR SUPPLIES
316269		1,016.08	CSR - SOCIAL DISTANCING SIGNAGE (COVID)
		569.32	CSR - SOCIAL DISTANCING SIGNAGE (COVID)
		135.00	CSR - SPLASH PAD SOCIAL MEDIA POST
316350		3,653.13	CP - ESSENTIAL WORKERS SIGNS
		2,475.70	CSR - STAR UNIFORMS
		1,356.15	CSR - UNIFORMS
	Vendor Tota	28,059.39	
316141	TIME WARNER CABLE	351.80	GEN - PEG CHANNEL END (6/20)
		342.20	GEN - PEG CHANNEL START (6/20)
		323.94	GEN - CITY HALL INTERNET (6/20)
		120.84	GEN - CITY YARD CABLE (6/20)
		104.69	GEN - CITY HALL CABLE (6/20)
316292		154.98	GEN - CITY YARD INTERNET (7/20)
	Vendor Tota	1,398.45	
316323	TONY'S GLOVES & SAFETY SUPPLY	341.64	PW - COVID-19 SUPPLIES
		287.44	PW - COVID-19 SUPPLIES
	Vendor Tota	629.08	
316434	TORRES, ALEXANDRA	200.00	PS - HOME SECURITY REBATE PROGRAM
	Vendor Tota	200.00	
316375	TRIPEPI SMITH & ASSOCIATES	458.02	PW - WATER CONSULTING SVCS (6/20)
	Vendor Tota	458.02	
14025	U S BANK	155,329.01	PW - IBANK-1 PRINCIPAL (FY2021)
		71,295.53	PW - IBANK-1 INTEREST (2/20 - 7/20)
		12,923.66	PW - IBANK-1 ANNUAL FEE (FY2021)
		-59,412.95	REV FY20 IBANK-1 INT ACCRUAL(2/19-6/19)
		59,412.95	REV FY20 IBANK-1 INT ACCRUAL(2/19-6/19)
14026		151,945.76	PW - IBANK-2 PRINCIPAL (FY2021)
		99,270.71	PW - IBANK-2 INTEREST (2/20 - 7/20)
		19,657.57	PW - IBANK-2 ANNUAL FEE (FY2020)
		-82,725.60	REV FY20 IBANK-2 INT ACCRUAL (2/20-6/20)
		82,725.60	REV FY20 IBANK-2 INT ACCRUAL (2/20-6/20)
	Vendor Tota	510,422.24	
316334	UNDERGROUND SERVICE ALERT	104.05	PW - WATER OPER MNTC SVCS (6/20)
		47.56	PW - WATER OPER MNTC SVCS (6/20)
	Vendor Tota	151.61	
316293	UNITED STATES TREASURY	636.00	PAYROLL DEDUCTION - PPE 7/3
	Vendor Tota	636.00	
316270	UNIVAR USA	1,781.53	PW - WATER OPER MNTC SUPPLIES
		1,665.50	PW - WATER OPER MNTC SUPPLIES
		1,490.86	PW - WATER OPER MNTC SUPPLIES
		1,298.49	PW - WATER OPER MNTC SUPPLIES
		1,202.26	PW - WATER OPER MNTC SUPPLIES
	Vendor Tota	7,438.64	
316203	UNIVERSITY TROPHIES	12.50	CC - OFFICE SUPPLIES
316452		396.90	CC - OFFICE SUPPLIES
		185.22	CP - PLAQUES
	Vendor Tota	594.62	

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Check Number	Vendor Name	Amount	Description
316215	US BANK VOYAGER FLEET	195.97	PW - CNG FUEL (6/20)
		320.39	PW - CNG FUEL (6/20)
	Vendor Tota	516.36	
316241	USA BLUEBOOK	960.50	PW - WATER OPER MNTC SUPPLIES
	Vendor Tota	960.50	
316191	USC FOUNDATION FOR CROSS-CONNE	340.00	PW - WTR PURVEYOR MEMBERSHIP (FY 21)
	Vendor Tota	340.00	
316271	USI, INC.	468.11	CSR - OFFICE SUPPLIES
	Vendor Tota	468.11	
316142	VALVERDE CONSTRUCTION	9,470.00	CIP - WATER SVC INSTALL (15128 ORIZABA)
		2,421.00	PW - WATER OPER MNTC SVCS
		2,250.00	PW - WATER OPER MNTC SVCS
316216		4,758.30	PW - EMERGENCY WTR REP (16186 PASSAGE)
	Vendor Tota	18,899.30	
316169	VERIZON WIRELESS - LA	91.78	AS - CELLULAR SERVICE (6/20)
		25.15	PL - CELLULAR SERVICE (6/20)
		96.13	CM - CELLULAR SERVICE (6/20)
		53.35	FIN - CELLULAR SERVICE (6/20)
		225.50	PS - CELLULAR SERVICE (6/20)
		418.45	PS - CELLULAR SERVICE (6/20)
		427.53	PW - CELLULAR SERVICE (6/20)
		42.78	AS - SOCIAL MEDIA CELLULAR SVC (6/20)
		13.54	GEN - EOC CELLULAR & P/R DEVICE (6/20)
		38.01	PW - USB AIRCARD WELLS # 13 & #14(6/20)
	Vendor Tota	1,432.22	
316435	VERNON SANITARY SUPPLY CO	1,507.82	PW - GRAFFITI REMOVAL SUPPLIES
		1,256.51	PW - GRAFFITI REMOVAL SUPPLIES
	Vendor Tota	2,764.33	
316335	VIDIFLO, LLC	35,470.77	CIP - PROGRESS PLAZA A/V IMP
	Vendor Tota	35,470.77	
316336	VISION SERVICE PLAN	1,980.75	VISION INSURANCE (7/20)
	Vendor Tota	1,980.75	
316324	WALMART COMMUNITY	303.19	CSR - STAR SUPPLIES
		49.06	CSR - FACILITY SUPPLIES
		338.28	CSR - FACILITY SUPPLIES
	Vendor Tota	690.53	
316170	WATER REPLENISHMENT DISTRICT	132,838.10	PW - GROUNDWATER PRODUCTION (4/20)
316325		9,575.47	PW - WATERMASTER SERVICE (FY 2021)
316453		147,467.30	PW - GROUNDWATER PRODUCTION (5/20)
	Vendor Tota	289,880.87	

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Check Number	Vendor Name	Amount	Description
316326	WELLS FARGO	1,244.36	CSR - COVID-19 SUPPLIES
		1,738.12	CP - PARAMOUNT MERCHANDISE
316337		218.91	PS - COVID-19 SUPPLIES
		835.31	PS - COVID-19 SUPPLIES
		95.00	PS - CACEO MEMBERSHIP (ER)
		246.60	PS - COVID-19 SUPPLIES
		218.99	PS - LIVE SCAN MNTC
		65.82	PS - OFFICE SUPPLIES
		70.50	PS - OFFICE SUPPLIES
		14.10	PS - OFFICE SUPPLIES
		60.74	PS - OFFICE SUPPLIES
		178.40	PS - OFFICE SUPPLIES
		154.93	PS - OFFICE SUPPLIES
		31.07	PS - OFFICE SUPPLIES
		61.22	PS - OFFICE SUPPLIES
		28.36	PS - OFFICE SUPPLIES
		28.46	PS - OFFICE SUPPLIES
		28.46	PS - OFFICE SUPPLIES
		71.12	PS - OFFICE SUPPLIES
		82.11	PS - COVID-19 SUPPLIES
		844.22	PS - COMMUNITY PROMO SUPPLIES
		71.73	PS - COMMUNITY PROMO SUPPLIES (TAX)
		-71.73	MC - OMG NATIONAL
		77.55	PS - OFFICE SUPPLIES
		9.30	PS - OFFICE SUPPLIES
316338		45.71	PW - FACILITY MNTC SUPPLIES
316382		222.25	CSR - NIGHT MARKET TABLE RACK
		766.80	CSR - NIGHT MARKET TABLES (11)
		247.84	CSR - STAR SUPPLIES
		6.22	CSR - STAR SUPPLIES
		5.10	CSR - STAR SUPPLIES
		37.21	CSR - STAR SUPPLIES
		65.68	CSR - RECREATION SUPPLIES
		27.92	CSR - ENP EVENT SUPPLIES
		22.16	CSR - STAR SUPPLIES
		271.38	CSR - STAR SUPPLIES
		205.11	CSR - STAR SUPPLIES
		24.08	CSR - STAR SUPPLIES
		562.32	CSR - STAR SUPPLIES
		-37.21	CSR - STAR SUPPLIES
		187.64	CSR - STAR SUPPLIES
		327.64	CSR - RECREATION SUPPLIES
		95.14	CSR - STAR SUPPLIES
		55.53	CSR - OFFICE SUPPLIES
		55.00	CSR - NIGHT MARKET TABLE (1)
		861.01	CSR - STAR SUPPLIES
		26.92	CSR - ENP EVENT SUPPLIES
		11.59	CSR - ENP SUPPLIES
		34.76	CSR - ENP SUPPLIES
		188.32	CSR - STAR SUPPLIES
		46.34	CSR - ENP SUPPLIES
		46.34	CSR - ENP SUPPLIES
		40.55	CSR - ENP SUPPLIES
		67.62	CSR - STAR SUPPLIES
		60.20	CSR - STAR SUPPLIES
		112.96	CSR - STAR SUPPLIES
		46.52	CSR - STAR SUPPLIES
		17.99	CSR - STAR SUPPLIES
		-17.99	CSR - STAR SUPPLIES
		304.91	CSR - STAR SUPPLIES

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316382	WELLS FARGO	13.99	CSR - STAR SUPPLIES
		81.62	CSR - STAR SUPPLIES
		74.54	CSR - STAR SUPPLIES
		65.67	CSR - STAR SUPPLIES
		43.18	CSR - STAR SUPPLIES
		168.84	CSR - FACILITY MNTC SUPPLIES
		29.52	CSR - ENP SUPPLIES
		256.00	CSR - ENP SUPPLIES
		41.04	GEN - PRINTING SERVICES
		13.96	CSR - ENP EVENT SUPPLIES
		36.12	CSR - STAR SUPPLIES
		31.71	CSR - STAR SUPPLIES
		43.33	CP - GRADUATION BUS SUPPLIES
		52.48	CP - GRADUATION BUS SUPPLIES
		21.90	CP - GRADUATION BUS SUPPLIES
		31.19	CSR - STAR SUPPLIES
		65.70	CSR - RECREATION SUPPLIES
		12.58	CSR - STAR SUPPLIES
		48.13	CSR - RECREATION SUPPLIES
		29.85	CSR - STAR SUPPLIES
		515.00	CSR - STAR SUPPLIES
		147.75	CSR - STAR SUPPLIES
		50.34	CSR - STAR SUPPLIES
		207.95	CSR - STAR SUPPLIES
		55.89	CSR - RECREATION SUPPLIES
		132.14	CP - GRADUATION BUS SUPPLIES
		138.01	CSR - STAR SUPPLIES
		316.70	CP - GRADUATION BUS SUPPLIES
		134.46	CSR - STAR SUPPLIES
		174.81	CSR - STAR SUPPLIES
		427.00	CSR - STAR SUPPLIES
		279.00	CSR - DAY CAMP EXCURSION (6/26)
		25.22	CSR - STAR SUPPLIES
		182.28	CSR - STAR SUPPLIES
		32.85	CSR - RECREATION SUPPLIES
		17.45	CSR - ENP SUPPLIES
		41.50	CSR - STAR SUPPLIES
		330.00	CSR - DAY CAMP EXCURSION (6/26)
		218.95	CSR - STAR SUPPLIES
		60.15	CSR - STAR SUPPLIES
		128.40	CSR - STAR SUPPLIES
		249.12	CSR - STAR SUPPLIES
		241.03	CSR - STAR SUPPLIES
		448.17	CSR - EQUIPMENT MNTC SUPPLIES
		141.90	CSR - STAR SUPPLIES
		1,204.48	CSR - EQUIPMENT MNTC SVCS
		-6.22	CSR - STAR SUPPLIES
		39.00	CSR - BANK CHARGES (WF - CSR)
		175.31	CSR - FACILITY SUPPLIES
		225.81	CSR - STAR SUPPLIES
316351		69.95	PC - PLANNING COMMISSION MEETING (6/9)
		26.15	PL - OFFICE SUPPLIES
		295.00	PL - CALBO MEMBERSHIP
		418.28	PL - STANDING DESK
		81.02	PL - ANTI FATIGUE MATS (2)
316339		100.00	PL - US GREEN BUILDING MEMBERSHIP (JK)
		376.14	AS - COVID-19 SUPPLIES
		21.89	HR - OFFICE SUPPLIES
		49.95	GEN - COMPUTER MNTC SUPPLIES
		83.67	CP - SELACO COLLEGE POSTERS

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Check Number	Vendor Name	Amount	Description
	Vendor Tota	20,463.06	
14023	WELLS FARGO BANK	1,557.04	GEN - CITY BANK ANALYSIS (6/20)
14024		58.69	GEN - HA BANK ANALYSIS (6/20)
	Vendor Tota	1,615.73	
316192	WELLS FARGO FINANCIAL LEASING	184.97	FIN - COPIER (7/20)
	Vendor Tota	184.97	
316204	WESTERN WATER WORKS	6,109.66	PW - WATER OPER MNTC SUPPLIES
	Vendor Tota	6,109.66	
316340	WILLDAN ASSOCIATES, INC	9,900.00	CIP - NEIGHBORHOOD STREET RESURF (5/20)
		7,950.00	PW - TRAFFIC ENG SVCS (5/20)
		2,000.00	PW - GENERAL ENG SVCS (2/20)
		350.00	PW - GENERAL ENG SVCS (5/20)
316436		3,307.00	FIN - FEE STUDY (6/20)
	Vendor Tota	23,507.00	
316327	WITE, EDHLYNNE	360.00	DAY CAMP REFUND (WITE)
	Vendor Tota	360.00	
316376	XEROX CORP.	810.18	PS - PRINTER (6/20)
		147.45	PS - COPIER INTEGRATOR (6/20)
	Vendor Tota	957.63	
316143	XEROX FINANCIAL SERVICES, LLC	394.89	GEN - CITY HALL COPIER/PRINTER (6/20)
		172.85	GEN - CITY HALL COLOR PRINTER (6/20)
		181.79	PL - COPIER (6/20)
		361.08	CSR - COPIER (6/20)
	Vendor Tota	1,110.61	
316437	YANEZ, STEVE J	200.00	PS - HOME SECURITY REBATE PROGRAM
	Vendor Tota	200.00	
316352	ZAMBRANO, MONICA	1,000.00	FACILITY DEPOSIT REFUND (ZAMBRANO 5433)
		-210.00	FACILITY RENTAL (2/29)
	Vendor Tota	790.00	
316217	ZUMAR INDUSTRIES, INC.	1,252.81	PW - STREET MNTC SUPPLIES
		1,063.08	PW - STREET MNTC SUPPLIES
316328		3,954.07	PW - STREET MNTC SUPPLIES
	Vendor Tota	6,269.96	
A total of 399 checks were issued for		\$7,727,123.60	

AUGUST 4, 2020

REPORT

TREASURER'S REPORT FOR THE QUARTER ENDING JUNE 30, 2020.

MOTION IN ORDER:

RECEIVE AND FILE THE TREASURER'S REPORT.

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: August 4, 2020

Subject: TREASURER'S REPORT FOR THE QUARTER ENDING JUNE 30, 2020

Background

The City's Finance Department is responsible for managing the cash and investment portfolio for the City, Successor Agency for the Paramount Redevelopment Agency, and Paramount Housing Authority. All funds are invested according to Section 53601 of the California Government Code and the City's Investment Policy, which is annually revised and approved by the City Council.

Cash Management Objectives

The City's investment objectives are to preserve the safety of funds and to maintain an adequate level of liquidity to meet anticipated expenditure demands. Investments are made in short term instruments where they earn competitive yields while maintaining safety and liquidity as primary objectives. As of June 30, 2020, total cash and investments equaled \$39,465,431. Of this amount, \$33,081,091 has same day liquidity. This comfortably ensures that sufficient funds are available to meet the City's expenditure requirements for at least the next six months. As of June 30, 2020, the investments held by the City had a market value of \$28,020,735.

Compliance

All investment transactions have been executed in conformance and compliance with the City's adopted annual investment policy and California Government Codes. This report satisfies the reporting requirements of both the Government Code and the City's Investment Policy

RECOMMENDED ACTION

It is recommended that the City Council receive and file the Treasurer's Report.

City of Paramount
TREASURER'S REPORT
Cash and Investments
June 1 to June 30, 2020
Page 1

SCHEDULE I: SUMMARY OF CASH AND INVESTMENTS

ACCOUNTS	CASH June 30, 2020 (SCH II)	INVESTMENTS (1) June 30, 2020 (SCH III)	TOTAL June 30, 2020
General Operation Account	\$ 3,886,855	28,015,769	31,902,624
Successor Agency Account	767,068	4,966	772,034
Paramount Housing Authority Account	380,849	-	380,849
Payroll Account	25,584	-	25,584
Cash and Investments Held By City	\$ 5,060,356	28,020,735	33,081,091
Cash and Investments Held By Fiscal Agent	-	6,384,340	6,384,340
Total Cash and Investment Outstanding	\$ 5,060,356	34,405,075	39,465,431

SCHEDULE II: SUMMARY OF CHECKING ACCOUNTS ACTIVITY

ACCOUNTS	BALANCE June 1, 2020	RECEIPTS	DISBURSEMENTS	BALANCE June 30, 2020
General Operation Account (2)	\$ 5,708,926	2,761,643	4,583,714	3,886,855
Successor Agency Account (3)	50,017	721,248	4,197	767,068
Paramount Housing Authority Account (4)	395,758	55	14,964	380,849
Payroll Account	22,601	574,386	571,403	25,584
Total All Accounts	\$ 6,177,302	4,057,332	5,174,278	5,060,356

NOTES:

(1) Investments are shown at their value at maturity.

(2) Receipts include \$0 from matured investments. Disbursements include \$0 for newly purchased investments.

(3) Receipts include \$0 from matured investments. Disbursements include \$0 for newly purchased investments.

(4) Receipts include \$0 from matured investments. Disbursements include \$0 for newly purchased investments.

Based upon existing cash reserves and projected cash receipts and disbursements, there are sufficient funds to meet the City of Paramount's estimated future expenditure requirements for a period of six months. Additionally, all investments are made in accordance with the Statement of Investment and Reporting Policy for Fiscal Year 2020 as approved by the Paramount City Council in June 2019.

City of Paramount
TREASURER'S REPORT
Investments
June 1 to June 30, 2020
Page 2

SCHEDULE III: INVESTMENT SCHEDULE

SECURITY BY ACCOUNT/INSTITUTION	PURCHASE DATE	MATURITY DATE	INTEREST RATE (3)	INVESTMENT AT COST	INVESTMENT AT MATURITY	INVESTMENT AT MARKET VALUE (4)
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I. Cash and Investments Held By City (1)

General Operating Account

Local Agency Investment Fund State of California	Open	Open	1.217%	\$ 28,015,769	28,015,769	28,015,769
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Successor Agency - RDA

Local Agency Investment Fund State of California	Open	Open	1.217%	4,966	4,966	4,966
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Weighted Average Number of Days Invested Equals 1 Day

Total Cash and Investments Held By City	\$	28,020,735	28,020,735	28,020,735
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II. Cash and Investments Held By Fiscal Agent (2)

2010/2015 Bond Issues:

Fidelity Treasury Money Market	Open	Maturity	Varies (5)	6,384,339	6,384,340	6,384,340
Total 2010/2015 Bond Issue				6,384,339	6,384,340	6,384,340

Weighted Average Number of Days Invested Equals 1 Day

Total Cash and Investments Held By Fiscal Agent	\$	6,384,339	6,384,340	6,384,340
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Total Outstanding Cash and Investments	\$	34,405,074	34,405,075	34,405,075
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NOTES:

(1) The City maintains separate cash and investment pools for the general operations of the City, the Paramount Housing Authority and the Successor Agency for the Paramount Redevelopment Agency.

(2) Represents cash held by The Bank of New York Mellon, as trustee for the Paramount Redevelopment Agency's outstanding bond issues. Funds relate to the Reserve and Interest Accounts.

(3) Represents annualized investment yield rate rounded to 3 decimal places.

(4) The market value of investments are obtained from The Bank of New York Mellon Account Statements and State of California LAIF statements.

(5) The current investment yield rate for the Fidelity Treasury Money Market is 0.01%.

August 4, 2020

ORDINANCE NO. 1131

“AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF PARAMOUNT SETTING FORTH ITS FINDING OF FACT, AND APPROVING ZONING ORDINANCE TEXT AMENDMENT NO. 17, AMENDING CHAPTER 44, ARTICLE I, SECTION 44-1 (DEFINITIONS), AND ADDING ARTICLE XXVIII OF THE PARAMOUNT MUNICIPAL CODE, ESTABLISHING REGULATIONS FOR ART IN PUBLIC PLACES ON PRIVATE LAND CITYWIDE”

MOTION IN ORDER:

READ BY TITLE ONLY, WAIVE FURTHER READING, AND ADOPT ORDINANCE NO. 1131.

MOTION:

MOVED BY: _____

SECONDED BY: _____

☐ APPROVED

☐ DENIED

ROLL CALL VOTE:

AYES: _____

NOES: _____

ABSENT: _____

ABSTAIN: _____



To: Honorable City Council
From: John Moreno, City Manager
By: Heidi Luce, City Clerk
Date: August 4, 2020

Subject: ORDINANCE NO. 1131

The City Council, at its regularly scheduled meeting on July 7, 2020, introduced Ordinance No. 1131 and placed it on the next agenda for adoption.

ORDINANCE NO. 1131

“AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF PARAMOUNT SETTING FORTH ITS FINDING OF FACT, AND APPROVING ZONING ORDINANCE TEXT AMENDMENT NO. 17, AMENDING CHAPTER 44, ARTICLE I, SECTION 44-1 (DEFINITIONS), AND ADDING ARTICLE XXVIII OF THE PARAMOUNT MUNICIPAL CODE, ESTABLISHING REGULATIONS FOR ART IN PUBLIC PLACES ON PRIVATE LAND CITYWIDE”

Attached is the agenda report from the July 7, 2020 meeting.

RECOMMENDED ACTION

It is recommended that the City Council read by title only, waive further reading, and adopt Ordinance No. 1131.



To: Honorable City Council

From: John Moreno, City Manager

By: John Carver, Planning Director
John King, AICP, Assistant Planning Director

Date: July 7, 2020

**Subject: ORDINANCE NO. 1131/ZONING ORDINANCE TEXT AMENDMENT NO. 17
ART IN PUBLIC PLACES**

Request

This item is a request for the City Council to approve Zoning Ordinance Text Amendment (ZOTA) No. 17 establishing regulations for art in public places on private land citywide. On June 9, 2020, the Planning Commission conducted a public hearing and unanimously recommended approval of ZOTA No. 17.

Art is a creative action and outcome with incalculable forms and benefits. Art unifies, provokes, encourages, memorializes, and transforms. During the current COVID-19 public health crisis, art has helped children and adults cope through a difficult time. As communities rebound and normalize, individual and group art projects and programs will have an important place, almost an “essential activity,” and publicly visible and accessible art will have a lasting power to heal and inspire.

The City is rich in permanent public art installations. The formal public art program began in the 1980s with voluntary contributions; and the City Council implemented a public art development fee in 1993 for a more reliable funding source. However, despite the wholehearted promotion of arts programming, to date the City does not have regulations and procedures in the Municipal Code for artwork within private property. Furthermore, one prevalent art form – murals – are notably unrepresented in official regulations and guidelines.

Background

The City established an Art in Public Places program (also known as the Outdoor Art Museum) in the mid-1980s. The term “art in freely accessible places” is referenced in this report and the draft ordinance to make a stronger distinction that art is intended for display in accessible areas.

The Art in Public Places program functioned steadily with minimal formal guidance and mainly administrative direction. On June 19, 2018, the City Council approved Resolution No. 18:020, which expanded the public art program beyond the previous sculptural emphasis to include cultural activities and events, cultural art programs, student art competitions, public art galleries, and historical exhibits and artifacts as eligible public art expenditures.

At the June 18, 2019 City Council meeting, the City Council directed staff to conduct research to assist in establishing guidelines for public art murals. On November 5, 2019, the City Council reviewed an analysis and preliminary proposal that broadened the mural discussion to include other types of public art. The City Council unanimously supported the staff recommendation to proceed with a draft ordinance. On February 11, 2020, the Economic Development Board reviewed and commented on a presentation of public art and economic development.

With a variety of forms of publicly accessible art on private property, including murals, becoming more widespread across communities, establishing procedures and standards that outline a formal approval process will allow the City to regulate artwork requests on private land. As such, it is appropriate to establish an ordinance for art in freely accessible places with formal guidelines for privately owned properties, which are under the purview of the Development Review Board and the Planning Department. As reported to the City Council in November 2019, staff thoroughly researched public art ordinances, guidelines, and application processes of other cities for best practices in terms of practicality and innovation. Since that time, staff also conducted analysis of mural-specific art guidelines, including city requirements and recommendations from the California Public Art and Mural Society.

Murals

More specifically to murals on the exterior of private property, as the Zoning Ordinance (Chapter 44 of the Municipal Code) does not address murals, they are presently not permitted. Murals have become more commonplace globally and specifically in Southern California. As they wield a tremendous power to positively inspire and engage the local community, the promotion and encouragement of mural-based artwork has been a goal of the City. In terms of language, according to the 2018 American Community Survey of the United States Census Bureau, 75.4% of Paramount residents over the age of five speak a language other than English at home. Murals can communicate messages that transcend one specific language or another, and they can express and elicit feelings and emotions in a way that words often cannot. Also, in light of average annual City expenditures of \$212,289 (fiscal years 2017 to 2020) toward graffiti abatement with a substantial cost to paint over graffiti-prone blank commercial walls, City and private owner investment in mural art will be a cost-effective approach to reducing blight and increasing civic pride.

Summary – Art in Public Places Ordinance

Beginning with definitions, below is a summary of the proposed ordinance. Given the nature of art in relation to protected speech, the City Attorney has thoroughly reviewed the proposal and incorporated necessary language to ensure a legally sound ordinance.

Defining art is wrought with challenges and is no simple task. However, in context of a city agency reviewing and approving publicly accessible art applications (often with the use of public funds) it is necessary to forge basic definitions. In addition to other clarifying definitions, the Zoning Ordinance would be amended to define artwork under Chapter 44, Article I, Section 44-1. In that section, “Permanent artwork” would be defined as follows:

Permanent artwork. Projects which involve artists working through the public art process that result in the creation of original works in freely accessible spaces that include but are not limited to paintings, mural decorations, inscriptions, stained glass, fiber work, statues, reliefs or other sculpture, monuments, fountains, arches, or other structures intended for ornament or commemoration, carvings, frescoes, mosaics, mobiles, photographs, drawings, collages, prints, and/or crafts both decorative and utilitarian in clay, fiber, wood, metal, glass, plastics and other materials.

Given the changing nature of public art and consideration for the broader scope of public art possibilities approved by the City Council in 2018, a separate definition for “temporary art installations and/or creative placemaking art projects” is also recommended for inclusion. The proposed definition is as follows:

Temporary art installations and/or creative placemaking art projects. The creative use of land for placemaking performances or installations that would be comprehensively documented by recordings, essays, articles, or a combination of media.

Other definitions include the following:

Freely accessible artwork. Artwork that is accessible to the public for viewing, in its entirety and in a direct line of sight without hindrances or visual obstacles, during regular business hours consistent with the operation and use of the premises. Nothing in this definition or Article is intended to require access by any member of the public to any area not otherwise accessible to the public pursuant to the normal operation and use of the premises.

Maintenance of artwork. The preservation of artwork and, where applicable, of the lighting and surrounding landscaping, in good condition to the satisfaction of the City; and protection of the artwork against physical defacement, mutilation, or alteration.

Mural. A large scale painting and/or mosaic artwork upon the exterior of a building or other structure with visibility from the public right-of-way. A mural is artistic and not intended as a commercial sign.

Provisions of the proposed ordinance include the following:

- The Development Review Board will review and approve art proposals on private property.
- Applicants will have the option to appeal a Development Review Board decision to the City Council.
- Permanent artwork shall be displayed in an area that is open and freely accessible and/or visible to the public for at least ten hours each day or displayed in a manner which otherwise provides public accessibility in an equivalent manner based on the characteristics of the artwork or its placement on the site.
- The composition of the artwork shall be of a permanent type of material in order to be durable against vandalism, theft, and weather, in order to require a low level of maintenance.
- The artwork shall be permanently affixed to the property and stationary.
- The artwork shall be related in terms of scale, material form and content to immediate and adjacent buildings and landscaping so that it complements the site and surrounding environment.
- The artwork shall be designed and constructed or predominantly guided by an artist or otherwise person experienced in the production of such artwork and recognized by critics and by his or her peers as one who produces works of art. In other words, community-based artistic endeavors in freely accessible places (such as a mural with conceptual and/or hands-on painting contributions by Paramount residents) would be welcomed with guidance from an artist or artists experienced in a given medium.
- The obligation to provide maintenance and security, as necessary to preserve the artwork in good condition, shall remain with the developer and/or owner.

Future Programming

As the City Council is aware, the ordinances that the City Council has adopted through the years are codified into the Municipal Code. Local ordinances are worded in legally sound language to delineate regulations as best as possible and protect the public health and safety. In this case of creating a regulatory framework for public art, there is definitely a challenging balance between regulation and unfiltered creativity and artistry.

As the City fully intends to strongly promote arts programming as funding allows, the Planning Commission, formally recommended to the City Council to direct staff to promptly prepare a mural promotion program. Such an effort will rely on the skills and staffing of multiple City departments for promotions, graphics, communications, and other areas, and the support and participation of the Paramount community-at-large will be welcomed. Site locations can be identified, artists contacted, and new artists encouraged.

Next Steps

Provided the City Council approves an introduction to the amendment with a public hearing on July 7, 2020, approval will lead to formal City Council review and adoption a month later. Regulations will be effective 30 days after approval, and a new program can be promoted at that time.

Environmental Assessment

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

RECOMMENDED ACTION

It is recommended that the City Council read by title only, waive further reading, introduce Ordinance No. 1131, and place it on the next regular agenda for adoption.

As requested by the Planning Commission, it is recommended that the City Council direct staff to promptly prepare a mural promotion program for implementation when the ordinance becomes effective.

CITY OF PARAMOUNT
LOS ANGELES COUNTY, CALIFORNIA

ORDINANCE NO. 1131

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF PARAMOUNT SETTING FORTH ITS FINDING OF FACT, AND APPROVING ZONING ORDINANCE TEXT AMENDMENT NO. 17, AMENDING CHAPTER 44, ARTICLE I, SECTION 44-1 (DEFINITIONS), AND ADDING ARTICLE XXVIII OF THE PARAMOUNT MUNICIPAL CODE, ESTABLISHING REGULATIONS FOR ART IN PUBLIC PLACES ON PRIVATE LAND CITYWIDE

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

SECTION 1. Purpose and Findings. The City Council finds and declares as follows:

- A. California Constitution Article XI, Section 7, enables the City of Paramount ("the City") to enact local planning and land use regulations; and
- B. Public art enhances the quality of life for Paramount's citizens, residents, visitors and businesses; and
- C. The legislative requirement to provide either art or an in-lieu fee generally applies to all developers and is a permissible land use regulation and a valid exercise of the City's traditional police powers; and
- D. The City has broad authority, under its general police power, to regulate the development and use of real property and to promote the public welfare; and
- E. Through the inclusion of public art or payment of an in-lieu fee, developers of benefitting land uses will address at least a portion of the impact of their developments on aesthetics; and
- F. The authority to adopt and enforce zoning regulations is an exercise of the City's police power to protect the public health, safety, and welfare; and
- G. The City desires to ensure that development occurs in a prudently effective manner, consistent with the goals and objectives of the General Plan as updated and adopted by the City Council on August 7, 2007 and reasonable land use planning principles; and
- H. The Planning Commission held a duly noticed public hearing on June 9, 2020 at which time it considered all evidence presented, both written and oral, and at the end of the hearing voted to adopt Resolution No. PC 20:010, recommending that the City Council adopt this Ordinance; and

- I. The City Council held a duly noticed public hearing on this Ordinance on July 7, 2020, 2020, at which time it considered all evidence presented, both written and oral.

SECTION 2. Section 44-1 (Definitions) to Chapter 44, Article I of the Paramount Municipal Code is hereby amended to add the following definitions:

Affordable housing. Housing that is restricted to occupancy at an affordable rent or an affordable housing cost to moderate-income households, low-income households, or very low-income households. The terms "affordable rent" and "affordable housing cost" shall be as defined in California Health & Safety Code Sections 50053 and 50052.5 and their implementing regulations.

Developer and/or owner. Any individual, firm, limited liability company, association, partnership, political subdivision, government agency, municipality (other than the City of Paramount), industry, public or private corporation, or any other entity that undertakes any construction within the City.

Permanent artwork. Projects which involve artists working through the public art process that result in the creation of original works in freely accessible spaces that include but are not limited to paintings, mural decorations, inscriptions, stained glass, fiber work, statues, reliefs or other sculpture, monuments, fountains, arches, or other structures intended for ornament or commemoration, carvings, frescoes, mosaics, mobiles, photographs, drawings, collages, prints, and/or crafts both decorative and utilitarian in clay, fiber, wood, metal, glass, plastics and other materials.

Freely accessible artwork. Artwork that is accessible to the public for viewing, in its entirety and in a direct line of sight without hindrances or visual obstacles, during regular business hours consistent with the operation and use of the premises. Nothing in this definition or Article is intended to require access by any member of the public to any area not otherwise accessible to the public pursuant to the normal operation and use of the premises.

Maintenance of artwork. The preservation of artwork and, where applicable, of the lighting and surrounding landscaping, in good condition to the satisfaction of the City; and protection of the artwork against physical defacement, mutilation, or alteration.

Mural. A large scale painting and/or mosaic artwork upon the exterior of a building or other structure with visibility from the public right-of-way. A mural is artistic and not intended as a commercial sign.

Temporary art installations and/or creative placemaking art projects. The creative use of land for placemaking performances or installations that would be comprehensively documented by recordings, essays, articles, or a combination of media.

SECTION 3. Chapter 44, Article XXVIII of the Paramount Municipal Code is hereby added to read as follows:

Article XXVIII. Art in Public Places.

Sec. 44-298. Purpose.

The purpose of this Article is to establish a public art requirement for private development in order to provide the following benefits to the community: (a) maintain Paramount's art and culture for generations; (b) recognize the vital importance of the arts to the City as a whole; and (c) make a lasting contribution to the intellectual, emotional, and creative life of the community at large, and create a more desirable community to live, work, and recreate. A policy is hereby established to require developers and/or owners of certain private developments to use a portion of building development costs for the acquisition and installation of freely accessible works of art. Additionally, requirements for standalone artwork (not associated with new development) are included.

Sec. 44-299. Contribution requirements – artwork associated with new private development.

(a) Calculation.

- (1) Nonresidential building developments. Private nonresidential building developments involving a project valuation of one hundred thousand dollars (\$100,000) or more shall devote an amount not less than one percent (1%) of building development costs for acquisition and installation of freely accessible art on the development site or the adjacent right-of-way within one-fourth (1/4) mile.
- (2) Residential building developments. Private residential building developments of five (5) or more new dwelling units shall devote an amount not less than one percent (1%) of building development costs for acquisition and installation of freely accessible art on the development site or the adjacent right-of-way within one-fourth (1/4) mile.

(b) In-lieu contribution. At the discretion of the developer and/or owner, and in lieu of installing public art, an in-lieu contribution shall be placed into the Public Art Development Fund account for acquisition and placement of public art throughout the City.

Sec. 44-300. Applicability.

- (a) The provisions of Article XXVIII shall be applicable to freely accessible private property citywide.

- (b) Freely accessible permanent artwork within residentially developed properties shall be restricted to the following areas:
 - (1) Within a common outdoor entry area to a commonly identified housing tract of five or more permitted housing units.
 - (2) Outside or upon a permitted residential or mixed-use with residential building of three or more stories in height.
 - (3) Upon walls, fences, and structures along rear property lines facing a public alley.

Sec. 44-301. Processing – artwork associated with new private development.

- (a) Artwork associated with new private development shall be subject to review and approval from the Development Review Board, pursuant to Sections 44-210 through 44-215 of the Paramount Municipal Code.
- (b) A completed art in public places application to supplement a development review application shall be submitted to the Planning Department for artwork associated with new development. An application associated with new development shall indicate whether the applicant has elected to acquire and install or make an in-lieu contribution to the public art development fund. Building permits shall not be issued until such contribution has been paid.
- (c) The Planning Department shall submit to the Development Review Board each application to acquire and install artwork. The Development Review Board shall approve, approve in part, conditionally approve, or deny the application based upon guidelines set forth.
- (d) With art in freely accessible places associated with new development, when the project applicant elects to acquire and install artwork, no building permits shall be issued until the Development Review Board has approved the art in public places application.
- (e) With art in freely accessible places associated with new development, and the Development Review Board has approved the art in freely accessible places application, the certificate of occupancy shall not be issued until the approved artwork has been installed unless an in-lieu contribution is made as a deposit to secure the proper installation of the artwork within a reasonable period of time as specified by the City Manager or designee.
- (f) When the project applicant had elected to make an in-lieu contribution to the public art development fee, the building permit shall not be issued until such contribution is paid.

- (g) If the applicant decides to install artwork after making an in-lieu contribution, a bond, letter of credit, or other instrument acceptable to the City Manager or designee will be necessary to ensure completion of the project before any refunds are issued to pay for artwork.

Sec. 44-302. Processing – standalone artwork.

- (a) Artwork associated with standalone artwork (not associated with new private development) on private property shall be subject to review and approval from the Development Review Board, pursuant to Sections 44-210 through 44-215 of the Paramount Municipal Code. A single application for multiple artworks to be installed simultaneously at one or more locations as part of a group, team, or programmatic event is permitted.
- (b) A completed art in public places application to supplement a development review application shall be submitted to the Planning Department for standalone artwork proposals. A single application for multiple artworks to be installed simultaneously at one or more locations as part of a group, team, or programmatic event is permitted.
- (c) The Planning Department shall submit to the Development Review Board each application to acquire and install artwork. The Development Review Board shall approve, approve in part, conditionally approve, or deny the application based upon guidelines set forth.
- (d) With art in freely accessible places associated with standalone artwork, no building permits, if applicable, shall be issued until the Development Review Board has approved the art in public places application.

Sec. 44-303. Guidelines for permanent artwork, including murals.

The guidelines for approval and maintenance of permanent artwork, including murals shall include, but not be limited to, the following criteria:

- (a) Artwork shall be displayed in an area that is open and freely accessible to the public at least ten hours each day or displayed in a manner which otherwise provides public accessibility in an equivalent manner based on the characteristics of the artwork or its placement on the site.
- (b) The composition of the artwork shall be of a permanent type of material in order to be durable against vandalism, theft, and weather, in order to require a low level of maintenance.
- (c) The artwork shall be related in terms of scale, material, form, and content to immediate and adjacent buildings and landscaping to complement the site and surrounding environment.

- (d) The artwork shall be consistent with the character and theme of the neighborhood, district, or specific plan area.
- (e) The artwork shall be designed and constructed or predominantly guided by a person experienced in the production of such artwork and recognized by critics and artist peers as one who produces works of art.
- (f) The artwork shall be permanently affixed to the property.
- (g) The artwork shall be maintained by the property owner in a safe, neat, and orderly manner acceptable to the City. Any repairs and maintenance shall be the responsibility of the applicant and completed in accordance with a maintenance plan approved by the City.

Sec. 44-304. Guidelines for murals.

In addition to compliance with Sec. 44-299 of the Paramount Municipal Code, murals shall comply with the following criteria:

- (a) A wall or structural surface shall be suitable for the proposed mural materials.
- (b) The surface of a wall or structure shall be prepared for the mural materials.
- (c) Paints and other materials used for murals shall be appropriate for outdoor use and artistic rendition and shall be permanent and long-lasting.
- (d) A coating to protect a mural from ultraviolet (UV) rays and vandalism shall be applied promptly after applying the mural to a wall or structure.
- (e) The applicant and applicant successors are responsible for the ongoing maintenance and conservation of a mural.

Sec. 44-305. Guidelines for temporary art installations and/or creative placemaking art projects.

The guidelines for approval for temporary art installations and/or creative placemaking art projects, shall include, but not be limited to, the following criteria:

- (a) Temporary art installations and creative placemaking projects shall be displayed and/or performed in an area that is open and freely accessible to the public at least ten hours each day or displayed in a manner which otherwise provides public accessibility in an equivalent manner based on the characteristics of the artwork or its placement and/or presentation on the site.

- (b) The composition of the temporary art installation shall be of a sturdy type of material in order to be durable against vandalism, theft, and weather, in order to require a low level of maintenance, during the time of the display.
- (c) The temporary art installation shall be related in terms of scale, material, form, and content to immediate and adjacent buildings and landscaping to complement the site and surrounding environment.
- (d) The temporary art installation and/or creative placemaking project shall be consistent with the character and theme of the neighborhood, district, or specific plan area.
- (e) The temporary art installation and/or creative placemaking project shall be designed and constructed, predominantly guided, or performed by a person experienced in the production of such artwork and recognized by critics and artist peers as one who produces or performs works of art.
- (f) Temporary artwork shall be securely affixed to the property.
- (g) The temporary art installation shall be maintained by the property owner in a safe, neat, and orderly manner acceptable to the City. Any repairs and maintenance shall be the responsibility of the applicant and completed in accordance with a maintenance plan approved by the City.
- (h) The temporary art installation installed on a project site shall remain the property of the applicant and shall be replaced in the event of theft or repaired in the event of damage. Artwork shall be insured for the full replacement value. Art may not be removed without prior approval from the City Manager. If removal is granted, an in-lieu contribution equal to the value of the artwork shall be made to the public art development fund.
- (i) The applicant for a temporary art installation and/or creative placemaking project shall be responsible for comprehensively documenting the installation/project by recordings, essays, articles, or a combination of media.

Sec. 44-306. Compliance, ownership, and maintenance – artwork associated with new private development.

- (a) Compliance with the provisions of this Article shall be demonstrated by the developer and/or owner at the time of filing the Building Permit application by either: (a) payment of the full amount of the in-lieu fee; or (b) furnishing written proof to the Planning Department of the Art in Public Places Checklist complete submittal package including budget and artist contract(s) for projects on the development site or on the right-of-way adjacent to the development site within one-fourth (1/4) mile.

- (b) The developer and/or owner shall install any required artwork before issuance of the certificate of occupancy, unless the City has approved some other method of assuring compliance with the provisions of this requirement, and the developer and/or owner shall maintain said artwork in proper condition on an ongoing basis, in accordance with the maintenance guidelines referenced below.
- (c) All artwork shall become the property of the developer and/or owner and successor(s) in interest. The obligation to provide maintenance and security, as necessary to preserve the artwork in good condition, shall remain with the developer and/or owner. The developer and/or owner and successor(s) in interest shall obtain adequate insurance coverage to cover the costs of the repair of any damage or necessary replacements to the public art. In cases where public art is acquired and installed on the development site or on the right-of-way adjacent to the development site – within one-fourth (1/4) mile – all of the following must occur prior to issuance of a building permit for any project subject to this Article:
 - (1) A copy of the maintenance plan that includes information on materials, parts, and fabricator contact information has been submitted to the City. Funds for maintenance are not part of the public art contribution requirement; and
 - (2) A covenant setting forth the developer and/or owner's obligations under this Article has been executed and recorded with the Los Angeles County Recorder, and a confirmed copy has submitted to the City. The covenant shall include (1) a financial plan for the maintenance of the artwork, (2) a schedule of future condition checks and preventative maintenance and restoration to conserve the artwork or cultural space at an appropriate level, (3) indemnification, defending, and holding the City and related parties harmless from any and all claims or liabilities arising out of the artwork; and (4) maintain in the City Clerk's office a certificate of public liability insurance naming the City as an additional insured including such coverage and liability limits as may be specified by the City Manager and approved by the City Attorney; and
 - (3) A plaque has been installed adjacent to the artwork measuring no less than ten inches by eight inches (10" x 8") or a proportionate size. The plaque shall at minimum clearly identify the artist, name of the artwork, and the year of the installation.
- (d) The City reserves the right to inspect the artwork at any time to ensure it is being maintained as required by any covenant entered into pursuant to the provisions of this Section 44-301.

- (e) Unless an artwork poses imminent danger to life or property, no person may destroy, permanently remove, relocate, change, alter, modify, or allow to be defaced, any artwork or portion thereof without the express consent of the City. This requirement will be included in the covenant to be recorded against the property.
- (f) If the developer and/or owner satisfies the public art requirement by installing artwork on the development site or on the right-of-way adjacent to the development site – within one-fourth (1/4) mile – and such artwork is subsequently removed or destroyed, the developer and/or owner must either 1) pay an in-lieu fee to the City's Public Art Development Fund in an amount equivalent to the original value of the removed artwork, or 2) install replacement art that fulfills the requirements of this Article. The decision on which option is chosen is made by the City, not the developer/or owner.

Sec. 44-307. The following items are not to be considered as artwork.

- (a) Art objects that are mass produced from a standard design. However, limited productions may be considered with specific restrictions;
- (b) Reproductions of original artworks;
- (c) Decorative, ornamental, or functional elements that are designed by the building architect as opposed to an artist commissioned for the purpose of creating the artwork;
- (d) Landscape architecture and landscape gardening except where these element are designed or approved by the artist and are an integral part of the artwork by the artist;
- (e) Any artwork that directly promotes a business or service;
- (f) Artwork must be consistent with the general peace, health, safety, and general welfare.
- (g) Expressions of obvious bad taste, obscenity, indecency, hate speech, or profanity, which would likely be offensive to the general public, are unacceptable.

Sec. 44-308. Appeal procedure.

- (a) Within ten (10) calendar days after the date of a decision by the Development Review Board that includes a condition of approval imposing a public art requirement for private development, an appeal from said decision must be filed by the applicant or any other interested party. The appeal shall be submitted to the Planning Department. In the event the

last date of appeal falls on a weekend or holiday when City offices are closed, the next date such offices are open for business shall be the last date of appeal. Such appeal shall be made on a form prescribed by the Planning Department and shall be filed with the Planning Department and submitted to the Planning Department to the attention of the Planning Director, along with any appropriate fees required. The appeal application must be complete and shall state specifically wherein it is claimed there was an error or abuse of discretion by the Development Review Board or wherein the Development Review Board's decision is not supported by the evidence in the record. The appeal itself must raise each and every issue that is contested, including any and all constitutional claims, along with all the arguments and evidence in the record, which supports the basis of the appeal; failure to do so will preclude the appellant from raising such issues during the appeal and/or in court.

- (b) If a hearing is held on the appeal, then during such hearing, the appellant will be limited to issues and/or evidence previously raised in the appeal itself. The appellant shall not be permitted to present any other issues and/or oral, written and/or documentary evidence during the appeal process.
- (c) In considering the appeal, the City Council shall determine whether the public art requirement for private development conforms to the requirements of this Article and/or asserted constitutional provisions, and may grant or deny the appeal or impose such reasonable conditions of approval as are in the City Council's judgment necessary to ensure conformity to said criteria. The written decision of the City Council shall be final and shall be made within sixty (60) days of the submission of the appeal.

SECTION 4. California Environmental Quality Act (CEQA). This ordinance is exempt from CEQA pursuant to CEQA Guidelines Section 15305, minor alterations in land use limitations in areas with an average slope of less than 20% that do not result in any changes in land use or density and Section 15061(b)(3) which is the general rule that CEQA applies only to projects which have the potential for causing a significant effect on the environment and CEQA does not apply where it can be seen with certainty that there is no possibility that the activity may have a significant effect on the environment.

SECTION 5. If any section, subsection, subdivision, sentence, clause, phrase or portion of this Ordinance, is for any reason held to be invalid or unconstitutional by the decision of any court of competent jurisdiction, such decision shall not affect the validity of the remaining portions of this Ordinance. The City Council hereby declares that it would have adopted this Ordinance and each section, subsection, subdivision, sentence, clause, phrase, or portion thereof, irrespective of the fact that any one or more sections, subsections, subdivisions, sentences, clauses, phrases, or portions thereof be declared invalid or unconstitutional.

SECTION 6. This Ordinance shall be certified as to its adoption by the City Clerk, and a summary shall be published once in the Paramount Journal within 15 days after its adoption together with the names and members of the City Council voting for and against the Ordinance.

SECTION 7. This Ordinance shall take effect thirty (30) days after its adoption. The City Clerk or duly appointed deputy shall certify to the adoption of this Ordinance to be published as required by law.

PASSED, APPROVED, and ADOPTED by the City Council of the City of Paramount this 4th day of August 2020.

Peggy Lemons, Mayor

ATTEST:

Heidi Luce, City Clerk

AUGUST 4, 2020

RESOLUTION NO. 20:025

“A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PARAMOUNT
APPOINTING RAFAEL CASILLAS AS CITY ENGINEER”

MOTION IN ORDER:

READ BY TITLE ONLY AND ADOPT RESOLUTION NO. 20:025.

MOTION:

MOVED BY: _____

SECONDED BY: _____

[] APPROVED

[] DENIED

ROLL CALL VOTE:

AYES: _____

NOES: _____

ABSENT: _____

ABSTAIN: _____



To: Honorable City Council
From: John Moreno, City Manager
By: Adriana Figueroa, Public Works Director
Date: August 4, 2020

**Subject: RESOLUTION NO. 20:025
APPOINTING RAFAEL CASILLAS AS CITY ENGINEER**

The City of Paramount has contracted with Willdan since February 6, 1979 to provide general and specialized engineering services. Since September of 2000, William C. Pagett (Bill) has been designated as the Willdan Professional Engineer to serve as the City Engineer. Mr. Pagett has decided to partially retire and Willdan is now proposing to designate Rafael Casillas as the Willdan Professional Engineer to serve as the City Engineer, while Bill Pagett will serve as the Deputy City Engineer on a part time basis.

Mr. Casillas has served as the Deputy City Engineer for the past 6 months and has been successfully fulfilling the day-to-day city engineering needs for the City of Paramount. Mr. Casillas has extensive experience in the public sector having served as City Engineer for the City of South Pasadena, and the Public Works Manager for the City of Duarte. Having worked very closely with Mr. Casillas over the past 6 months, staff feels that Mr. Casillas will continue to work extremely well for the City and his continual presence will ensure a smooth transition in this important position. Pursuant to Government code section 36505, the City Council may appoint a civil engineer to serve as the City Engineer; therefore staff is recommending that the City Council appoint Rafael Casillas as the City Engineer for the City of Paramount.

RECOMMENDED ACTION

It is recommended that the City Council read by title only and adopt Resolution No. 20:025.

CITY OF PARAMOUNT
LOS ANGELES COUNTY, CALIFORNIA

RESOLUTION NO. 20:025

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PARAMOUNT
APPOINTING RAFAEL CASILLAS AS CITY ENGINEER

WHEREAS, the City Council of the City of Paramount has previously entered into a written agreement with Willdan on February 6, 1979, to provide City Engineering Services and Building Code Enforcement; and

WHEREAS, the City of Paramount previously appointed William C. Pagett as City Engineer of the City of Paramount; and

WHEREAS, William C. Pagett has partially retired; and

WHEREAS, Rafael Casillas has served as Deputy City Engineer since December of 2019; and

WHEREAS, Rafael Casillas is qualified to act as City Engineer of the City of Paramount and is duly licensed to perform civil engineering services; and

WHEREAS, William C. Pagett will continue to serve the City of Paramount as Deputy City Engineer on a part time basis; and

WHEREAS, the City Council of the City of Paramount is authorized pursuant to Government Codes Section 36505 to appoint a City Engineer to serve as an officer of the City.

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

SECTION 1. The above recitations are true and correct.

SECTION 2. The City Council of the City of Paramount pursuant to the authority of Government Code Section 36505, appoints Rafael Casillas as City Engineer of the City of Paramount. Rafael Casillas may appoint such other employees of Willdan to serve as his assistant or Deputy City Engineer with the City's concurrence. This appointment is at the pleasure of the City Council.

SECTION 3. The Mayor of the City of Paramount is hereby authorized to affix her signature to this Resolution signifying its adoption, and the City Clerk is directed to attest thereto.

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

PASSED, APPROVED, and ADOPTED by the City Council of the City of Paramount this 4th day of August 2020.

Peggy Lemons, Mayor

ATTEST:

Heidi Luce, City Clerk

AUGUST 4, 2020

AGREEMENT EXTENSION

STRATEGIES AGAINST GANG ENVIRONMENTS (SAGE) PROGRAM ONE-YEAR EXTENSION AGREEMENTS FOR FISCAL YEARS 2019-2020 AND 2020-2021

MOTION IN ORDER:

APPROVE AND AUTHORIZE THE MAYOR OR CITY MANAGER TO APPROVE THE ONE-YEAR EXTENSION WITH THE COUNTY OF LOS ANGELES DISTRICT ATTORNEY'S OFFICE FOR FISCAL YEARS 2019-2020 AND 2020-2021.

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: August 4, 2020

**Subject: STRATEGIES AGAINST GANG ENVIRONMENTS (SAGE) PROGRAM
ONE-YEAR EXTENSION AGREEMENTS FOR FISCAL YEARS 2019-2020
AND 2020-2021**

Background

Since 1999, the City of Paramount has contracted services from the County of Los Angeles District Attorney's Office through its Strategies Against Gang Environments (SAGE) Program. The SAGE Program assigns a dedicated Deputy District Attorney (DDA) to assist the City of Paramount with abating criminal and gang activity occurring in the City. Since the inception of the SAGE Program, the City of Paramount and the County of Los Angeles have shared the cost of the program, with the County of Los Angeles covering approximately fifty-nine percent of the total cost of the program. In late June 2018, the County of Los Angeles District Attorney's Office notified staff that they would no longer provide funding for the SAGE Program, and the City of Paramount would be responsible to cover the entire cost of the program, which was \$249,801 for Fiscal Year 2018-2019.

As part of the budget preparation process for Fiscal Year 2019-2020, Public Safety staff reviewed the SAGE agreement and reached out to the City of Bellflower to explore cost efficiencies with the SAGE Program. In the spirit of cooperation and with mutual interest in the services of a District Attorney, the City of Paramount and the City of Bellflower agreed to maintain one Deputy District Attorney within the cities, to perform services, as mutually agreed upon by both parties. The cost-sharing arrangement in which the Deputy District Attorney would be responsible for the supplemental services to both cities was budgeted at \$142,000 per city.

SAGE Primary Goals

The primary goals of the SAGE Program are to abate existing criminal activity and to deter future criminal behavior in the City. The SAGE Deputy District Attorney achieves these goals by working closely with law enforcement, city, school district, and court personnel. With the goals of abating and deterring crime in the City, the SAGE Deputy District Attorney meets with Sheriff Deputies and Public Safety staff on a bi-weekly basis to identify problematic properties and develop effective and timely ways of abating such activity. Once all involved parties meet, the SAGE Deputy District Attorney ensures that

the courts and prosecuting attorneys are aware of the City's position regarding specific cases.

SAGE Deputy District Attorney Involvement

The City of Paramount relies heavily on the assistance of the SAGE Deputy District Attorney to combat gang and criminal-related problems. The SAGE Deputy District Attorney is involved in tracking various types of cases, as allowed by law, which include the following:

- Criminal cases where the crime was committed in the City of Paramount;
- Complicated criminal cases involving known gang members or specific gangs;
- Nuisance complaints and concerns involving residential and business properties;
- Cases where restitution is owed to the City of Paramount;
- Criminal cases where communication with outside agencies (i.e. probation, parole, and court personnel) is necessary to successfully reach prosecution of a crime; and
- Criminal cases where it is necessary for the SAGE Deputy District Attorney to appear in court to ensure the City of Paramount's goal to abate criminal activity is achieved.

In addition to tracking important cases, the SAGE Deputy District Attorney is also involved in the following prevention programs:

- Diversion Program – The program allows students to complete a program and resolve a truancy citation that would otherwise have gone to the County of Los Angeles Probation Department.
- Text-A-Tip Program – This program was introduced and officially launched at Paramount High School on January 21, 2014 by Deputy District Attorney Kelly Tatman. The program allows students and/or parents to confidentially text concerns or campus safety issues directly to the School Resource Deputy, Public Safety staff, and school administrators.
- School Attendance Review Board (SARB) Hearings – These hearings are held on a regular basis during the school year. These hearings allow the SAGE Deputy District Attorney to track those students who are chronically truant and attempt to have them participate in a program geared towards educating students and parents on the importance of education.

Program Fiscal Budget

Included in the Fiscal Year 2019-2020 and 2020-2021 Budget is the service agreement with the Los Angeles County District Attorney and the City of Paramount to continue the SAGE Program. Funding for this program was included in the budget for Fiscal Year 2019-2020 and Fiscal Year 2020-2021. The estimated cost of the program is \$135,341 for the period covering July 1, 2019 through June 30, 2020 and \$141,572 for the period covering July 1, 2020 through June 30, 2021.

The agreement between the City of Paramount and the County of Los Angeles District Attorney's Office was executed on August 7, 2018; Section 2.0 of the agreement allows the services to be extended annually for up to four additional one-year periods upon mutual agreement of both parties. It is the intention of both parties to exercise the second option and extend the agreement for the period covering July 1, 2019 through June 30, 2020 and July 1, 2020 through June 30, 2021. Attached are copies of the SAGE Program one-year extension agreements and the fully executed service agreement from FY 2018-2019.

For the past two years, staff has been in contact with the Special Assistant, Bureau of Administrative Services in an effort to execute the agreements. Due to the County's process, structure, and operations, there was a time delay in the delivery of the agreements. On June 19, 2020, staff was notified that the Los Angeles County District Attorney's Office received approval to use the extension structure to the agreements on June 18, 2020 for Fiscal Year 2019-2020 and 2020-2021.

RECOMMENDED ACTION

It is recommended that the City Council approve and authorize the Mayor or City Manager to approve the one-year extension agreements with the County of Los Angeles District Attorney's Office for Fiscal Years 2019-2020 and 2020-2021.



LOS ANGELES COUNTY DISTRICT ATTORNEY'S OFFICE
BUREAU OF ADMINISTRATIVE SERVICES

JACKIE LACEY • District Attorney
JOSEPH P. ESPOSITO • Chief Deputy District Attorney
PAMELA BOOTH • Assistant District Attorney

TONY SERENO • Director

June 19, 2020

Ms. Adriana Lopez
Public Safety Division
City of Paramount
15001 Paramount Boulevard, Suite C
Paramount, California 90723

Dear Ms. Lopez:

**STRATEGIES AGAINST GANG ENVIRONMENTS (SAGE) PROGRAM
ONE-YEAR EXTENSION AGREEMENTS BETWEEN THE COUNTY OF LOS ANGELES
AND THE CITY OF PARAMOUNT FOR FISCAL YEARS 2019- 2020 AND 2020-2021**

Enclosed are two original SAGE Extension Agreements for the period of July 1, 2019 through June 30, 2020 and an estimated budget for the same period, along with two original SAGE Extension Agreements for the period of July 1, 2020 through June 30, 2021 with an estimated budget.

Please have the City Mayor sign each Agreement where indicated, and return one set of each fully-executed Agreement bearing original signatures to the address listed below for our records.

County of Los Angeles District Attorney's Office
Budget & Fiscal Services Division
211 West Temple Street, Suite 200
Los Angeles, CA 90012-3205
Attn: Anh Vo

If you have any questions, please contact Mr. Anh Vo of our Grants Section at (213) 257-2805 or via email at AVo@da.lacounty.gov

Very truly yours,

JACKIE LACEY
District Attorney

By 

TUPPENCE MACINTYRE, Special Assistant
Bureau of Administrative Services

db

Enclosures

211 West Temple Street
Suite 200
Los Angeles, CA 90012
(213) 257-2751

**CITY OF PARAMOUNT- LOS ANGELES COUNTY AGREEMENT
STRATEGIES AGAINST GANG ENVIRONMENTS (SAGE) PROGRAM
ONE-YEAR EXTENSION
FOR THE PERIOD JULY 1, 2019 THROUGH JUNE 30, 2020**

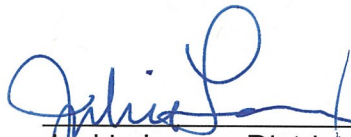
The Agreement between the City of Paramount (City) and the County of Los Angeles District Attorney's Office (DA) was executed on August 7, 2018, for the period of July 1, 2018 through June 30, 2019. The DA's Office provides one Deputy District Attorney (DDA) to implement SAGE Program services within the City.

Section 2.0 of the Agreement allows the services to be extended annually for up to four additional one-year periods upon mutual agreement of both parties. It is the intention of both parties to exercise the first option and extend the Agreement for the period covering July 1, 2019 through June 30, 2020.

The cost for services provided by this Agreement, as stated in section 5.0, is limited to the actual salary and employee benefits (EB) rate, including any increases, approved by the County of Los Angeles Board of Supervisors for District Attorney staff. The enclosed budget reflects the current salary, bar dues and employee benefits rate in effect for the current fiscal year 2019-20 for one DDA, whose services are to be shared equally between the City of Paramount and the City of Bellflower. The District Attorney will enter into a separate extension with the City of Bellflower to reflect the equal sharing of the services and costs for the DDA. The City's share of the cost of services during the one-year extension is \$135,341 for the City, with the same cost estimated for the City of Bellflower. This estimated amount, mutually acceptable to both parties, will be payable by the City to the DA for the services of one DDA who will continue the SAGE Program in the City as specified in the current Agreement.

The Honorable Mayor of Paramount and the District Attorney authorize the extension of the Agreement between the City of Paramount and the County of Los Angeles for the period of July 1, 2019 through June 30, 2020 as indicated by the authorized signatures below.

Peggy Lemons, Mayor
City of Paramount



Jackie Lacey, District Attorney
County of Los Angeles

Date



Date

ESTIMATED BUDGET CATEGORY AND LINE ITEM DETAIL

A. Personnel Services - Salaries and Employee Benefits

S.A.G.E. (CITY OF PARAMOUNT) 07/01/19 - 06/30/20

COST

Employee Salaries

	Month	Time Base	Monthly Rate	Total
1 Deputy District Attorney III	3	50%	13,278.10	19,917
	3	50%	13,609.92	20,415
	6	50%	13,744.82	41,234
		<i>Salary Savings @ (7.49%)</i>		<i>0</i>
				<u>81,566</u>

\$ 81,566

Employee Benefits

	Year	E/B Rate	Annually Rate	Total
1 Deputy District Attorney III	1	65.623%	81,566	53,526
		<i>Net County Cost for LADA</i>		<i>0</i>
				<u>53,526</u>

\$ 53,526

Total Salaries and Benefits

\$ 135,092

Indirect Costs

	Year	I/C Rate	Annually Rate	Total
1 Deputy District Attorney III	1	60.700%	81,566	49,511
		<i>Net County Cost for LADA</i>		<i>(49,511)</i>
				<u>0</u>

\$ -

*California State Bar Dues

	Monthly Rate	# of Months	Time Base	Annual Dues
1 Deputy District Attorney III	41.42	x 12	x 50%	249
				<u>249</u>

\$ 249

Total Indirect Costs and Others

\$ 249

TOTAL PROGRAM COST

184,852

NET COUNTY COST

26.8%

(49,511)

NET PROGRAM COST

73.2%

135,341

* As of January 1, 2020 State Bar Dues increased from \$387 to \$497

NET PROGRAM COST

\$ 135,341

**CITY OF PARAMOUNT- LOS ANGELES COUNTY AGREEMENT
STRATEGIES AGAINST GANG ENVIRONMENTS (SAGE) PROGRAM
ONE-YEAR EXTENSION
FOR THE PERIOD JULY 1, 2020 THROUGH JUNE 30, 2021**

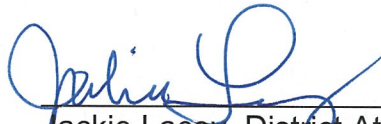
The Agreement between the City of Paramount (City) and the County of Los Angeles District Attorney's Office (DA) was executed on August 7, 2018, for the period of July 1, 2018 through June 30, 2019. The DA's Office provides one Deputy District Attorney (DDA) to implement SAGE Program services within the City.

Section 2.0 of the Agreement allows the services to be extended annually for up to four additional one-year periods upon mutual agreement of both parties. It is the intention of both parties to exercise the second option and extend the Agreement for the period covering July 1, 2020 through June 30, 2021.

The cost for services provided by this Agreement, as stated in section 5.0, is limited to the actual salary and employee benefits (EB) rate, including any increases, approved by the County of Los Angeles Board of Supervisors for District Attorney staff. The enclosed budget reflects the current salary, bar dues, education bonus, and employee benefits rate in effect for the fiscal year 2020-21 for one DDA, whose services are to be shared equally between the City of Paramount and the City of Bellflower. The District Attorney will enter into a separate extension with the City of Bellflower to reflect the equal sharing of the services and costs for the DDA. The City's share of the cost of services during the one-year extension is estimated to be \$141,572 for the City, with the same cost estimated for the City of Bellflower. This estimated amount, mutually acceptable to both parties, will be payable by the City to the DA for the services of one DDA who will continue the SAGE Program in the City as specified in the current Agreement.

The Honorable Mayor of Paramount and the District Attorney authorize the extension of the Agreement between the City of Paramount and the County of Los Angeles for the period of July 1, 2020 through June 30, 2021 as indicated by the authorized signatures below.

Peggy Lemons, Mayor
City of Paramount



Jackie Lacey, District Attorney
County of Los Angeles

Date



Date

ESTIMATED BUDGET CATEGORY AND LINE ITEM DETAIL

A. Personnel Services - Salaries and Employee Benefits

S.A.G.E. (CITY OF PARAMOUNT) 07/01/20 - 06/30/21

COST

Employee Salaries

	Month	Time Base	Monthly Rate	Total
1 Deputy District Attorney III	3	50%	13,744.82	20,617
	3	50%	14,088.46	21,133
	6	50%	14,475.82	43,427
		Salary Savings @ (6.87%)		0
				85,177

\$ 85,177

*Employee Benefits

	Year	E/B Rate	Annually Rate	Total
1 Deputy District Attorney III	1	65.623%	85,177	55,896
		Net County Cost for LADA		0
				55,896

\$ 55,896

Total Salaries and Benefits

\$ 141,073

Indirect Costs

	Year	I/C Rate	Annually Rate	Total
1 Deputy District Attorney III	1	60.700%	85,177	51,702
		Net County Cost for LADA		(51,702)
				0

\$ -

**Californina State Bar Dues

	Monthly Rate	# of Months	Time Base	Annual Dues
1 Deputy District Attorney III	41.42	x 12	x 50%	249
			Net County Cost for LADA	0
				249

\$ 249

Educational/Equipment Bonus

	Monthly Rate	# of Months	Time Base	Annual Dues
1 Deputy District Attorney III	41.66	x 12	x 50%	250
			Net County Cost for LADA	0
				250

\$ 250

Total Indirect Costs and Others

\$ 499

TOTAL PROGRAM COST

193,024

NET COUNTY COST

26.8%

(51,702)

NET PROGRAM COST

73.2%

141,322

NOTE: * Based on FY 2019-20 Auditor-Controller approved rate and subject to change upon approved FY 2020-21 Auditor-Controller approved rate.

** As of January 1, 2020 State Bar Dues increased from \$387 to \$497

NET PROGRAM COST

\$ 141,572

**AGREEMENT BY AND BETWEEN
THE COUNTY OF LOS ANGELES
AND
THE CITY OF PARAMOUNT
FOR
THE STRATEGIES AGAINST GANG ENVIRONMENTS (SAGE) PROGRAM**

This Agreement is made and entered into this 1st day of July, 2018, by and between the County of Los Angeles (COUNTY), a political subdivision of the State of California, and the City of Paramount (CITY), a general law city, under the laws of the State of California and both of whom are collectively referred to as the PARTIES.

WHEREAS, the CITY is in need of a program to reduce street gang activity and graffiti problems, to reduce illicit narcotics sales and use and to abate criminal nuisance conditions and activities; and

WHEREAS, the COUNTY, through its Office of the District Attorney (LADA), with the CITY recognizes the need for innovative approaches for the suppression of street gang activity, graffiti, vandalism, narcotics sales and use, criminal nuisance properties and related problems; and

WHEREAS, the COUNTY has adopted and is implementing in other cities a program called the Strategies Against Gang Environments (SAGE) which provides legal services aimed at reducing street gang activity, narcotics sales and use and related problems occurring within cities; and

WHEREAS, the CITY desires to enter into an Agreement with the COUNTY to implement the SAGE program within the territorial boundaries of the CITY;

NOW, THEREFORE, in consideration of the mutual covenants herein set forth and the mutual benefits to be derived therefrom, the PARTIES agree as follows:

1.0 **PURPOSE**

The purpose of this Agreement is to maintain one Deputy District Attorney (DDA) within the CITY, to perform services, as mutually agreed upon by both PARTIES, to reduce gang violence through the abatement of gang and narcotic-related activities in the CITY by civil injunctions, forfeiture proceedings, informal intervention, technical assistance to Sheriff's personnel and other procedures deemed appropriate by the PARTIES. These services shall be consistent with the laws of the State of California and the guidelines of the COUNTY and CITY.

2.0 **TERM OF AGREEMENT**

The term of this Agreement shall commence on July 1, 2018 and continue through June 30, 2019, unless sooner terminated as provided herein. Upon mutual agreement of both PARTIES, this Agreement may be extended for up to four additional one-year periods.

3.0 **COUNTY OBLIGATIONS**

COUNTY shall provide, on behalf of CITY, the services of one DDA from the Community Prosecution Division, on a full-time basis, to pursue appropriate criminal sanctions against targeted offenders, criminal nuisance abatement actions and advise and work with the Paramount Public Safety Office and other law enforcement officers, community leaders, city officials, and other members of

the community, to assist the CITY in the development of a multifaceted strategy for improving public safety, including the use of civil injunctions. The COUNTY shall have sole discretion in personnel matters including the selection, tenure, supervision, and transfer of the DDA assigned to the CITY. Specific tasks to be performed shall be subject to the approval of the City Public Safety Director. The COUNTY shall have sole and independent prosecutorial discretion to determine which matters should be filed as criminal cases and civil injunctions, and to give objective and impartial consideration to each individual case, including pleas and sentencing options. The DDA assigned to the CITY pursuant to this Agreement will appropriately, independently, and pursuant to legal rules of ethics and professional responsibility which govern the actions of prosecuting attorneys, furnish to the CITY appropriate prosecutorial and SAGE program legal services. Subject to the COUNTY's discretion, the specific activities shall include, but are not limited to:

- 3.1 The tracking of criminal cases and creation of profiles, as allowed by law, of the most problematic gang and/or tagger youths in the CITY in an effort to provide prosecutors, probation officers, parole agents, school officials, judges and other pertinent personnel with current and accurate information that is relevant to the determination of suitable terms of punishment and/or supervised probation; and
- 3.2 The initiation of civil injunctive relief that is deemed appropriate, including, but not limited to, the abatement of public nuisances such as illegal drug sales, gang activity and other conditions which have the tendency to lead

to the commission of violent and serious gang-related crimes; and

3.3 The use of civil and quasi-criminal procedures that are deemed appropriate and which are intended to help reduce the incentives for criminal and gang activities; and

3.4 Participation in neighborhood and community programs to improve public safety and reduce gang activity.

4.0 **CITY OBLIGATION**

The CITY shall provide the office space for one DDA assigned to perform the services of this Agreement.

5.0 **PAYMENT TERMS**

The contract sum, payable by CITY to COUNTY will not exceed \$249,801 for the period covering July 1, 2018 through June 30, 2019, and will be the total monetary amount for providing one DDA for the services referenced in 3.0 of this Agreement for the implementation of the SAGE program.

Annual cost in each subsequent year shall be limited to the salary, employee benefits, and State Bar dues of the assigned deputy, including any increases approved by the COUNTY for Deputy District Attorney staff. Annual contribution in each subsequent year will be limited to an amount mutually acceptable to both PARTIES, not to be less than the current contribution of \$249,801.

6.0 **MUTUAL INDEMNIFICATION**

6.1 The COUNTY shall defend, indemnify, and hold harmless the CITY, its officers, agents and employees from liability, loss, damage, or expense for

death, bodily injury to persons, injury to property, or any other expense arising from either, to the extent that such liability, loss, damage, or expense is directly and proximately caused by the negligence or wrongful acts of COUNTY in the performance of SAGE program activities, and to pay on behalf of the CITY any and all claims, damages, judgments, defense costs, adjuster fees and attorney fees directly resulting therefrom.

6.2 The CITY shall defend, indemnify, and hold harmless the COUNTY, its officers, agents and employees from liability, loss, damage, or expense for death, bodily injury to persons, injury to property, or any other expense arising from either, to the extent that such liability, loss, damage or expense is directly and proximately caused by the negligence or wrongful acts of the CITY in execution of SAGE program activities and to pay on behalf of the COUNTY, any and all claims, damages, judgments, defense costs, adjuster fees and attorney fees directly resulting therefrom.

7.0 **VALIDITY**

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

8.0 **WAIVER**

No waiver of any breach of this Agreement by either party shall constitute a waiver of any breach of this Agreement including a subsequent breach of the same provision.

9.0 **GOVERNING LAWS**

This Agreement shall be interpreted according to the laws of the State of

California.

10.0 **NONDISCRIMINATION IN EMPLOYMENT AND SERVICES**

Neither party shall employ discriminatory practices in its performance hereunder, including its employment practices, on the basis of race, color, religion, national origin, ancestry, sex, age, physical or mental handicap, in accordance with all applicable requirements of Federal and State law.

11.0 **PURCHASING RECYCLED-CONTENT BOND PAPER**

Consistent with the Board of Supervisors' policy to reduce the amount of solid waste deposited at County landfills, CITY agrees to use recycled content bond paper to the maximum extent possible on the project.

12.0 **CITY'S ACKNOWLEDGEMENT OF COUNTY'S COMMITMENT TO THE SAFELY SURRENDERED BABY LAW**

The CITY acknowledges that the COUNTY places a high priority on the implementation of the Safely Surrendered Baby Law. The CITY understands that it is the COUNTY'S policy to encourage all County affiliates to voluntarily post the COUNTY'S "Safely Surrendered Baby Law" poster in a prominent position at the CITY'S place of business. The County's Department of Children and Family Services will supply CITY with the poster to be used.

13.0 **ALTERATION OF TERMS**

This writing and any amendments thereto, constitute the entire agreement between the PARTIES. This Agreement may not be altered or modified except by the express written consent of both the LADA and CITY. Each party acknowledges there are no other provisions or representations that have not

been incorporated into this Agreement. No addition to, or alteration of the terms of this Agreement, whether by written or verbal understanding of the PARTIES, their officers, agents or employees shall be valid unless made in the form of a written amendment to this Agreement that is formally approved and executed by the PARTIES.

14.0 **INVOICES AND PAYMENTS**

14.1 All invoices under this Agreement shall be submitted to the following address:

City of Paramount
Adriana Lopez, Assistant Public Safety Director
15001 Paramount Boulevard, Suite C
Paramount, California 90723


14.2 Such payment will be made in accordance with the provisions as specified herein. COUNTY shall submit a monthly invoice to CITY within 30 calendar days after the end of the month in which services were provided. Invoices will charge actual costs for salary, employee benefits, and the State Bar dues of the deputy district attorney. CITY shall pay each monthly invoice within sixty (60) days following the date of the invoice.

15.0 **TERMINATION**

This Agreement may be terminated by either party upon 30 days' written notice. All costs incurred up to the date of termination shall be prorated and reimbursed accordingly.

IN WITNESS WHEREOF, COUNTY and the CITY enter into this Agreement for the Strategies Against Gang Environments to be signed by its duly authorized officers.

COUNTY OF LOS ANGELES

By 
JACKIE LACEY, District Attorney

Date: 8/28/18

CITY OF PARAMOUNT
A municipal corporation

By 
DIANE J. MARTINEZ, Mayor

Date: 8-7-18

Attest:
CITY CLERK

By 
LANA CHIKAMI, City Clerk

Date: 8/7/2018


APPROVED AS TO FORM BY
COUNTY COUNSEL:

MARY WICKHAM

By 
PATRICE SALSEDA,
Principal Deputy County Counsel

Date: 7/5/18

APPROVED AS TO FORM BY
CITY ATTORNEY:

By 
JOHN E. CAVANAUGH,
City Attorney

Date: 8-6-18

AUGUST 4, 2020

ORAL REPORT

UNITY IN THE COMMUNITY PLANNING EFFORTS



To: Honorable City Council
From: John Moreno, City Manager
Cc: Andrew Vialpando, Assistant City Manager
Date: August 4, 2020

Subject: ORAL REPORT ON UNITY IN THE COMMUNITY PLANNING EFFORTS

On May 25, 2020, an unarmed Black man named George Floyd was brutally and unjustifiably killed during a confrontation with police officers in Minneapolis, MN. Consequently, the police officers involved in Mr. Floyd's death were fired and charged with murder. This incident, along with a series of similar incidents across the nation in recent history, sparked a national outcry for civic leaders to address police brutality and systemic racism. In Paramount, the City Council and City staff have received and responded to numerous wide-ranging requests to combat racism, social injustices, and police brutality.

In response to these calls for action, the City will host a series of Unity in the Community discussions modeled on the unity efforts held in Paramount in 2016 to build relationships between the community and law enforcement in the wake of a tide of police shootings on a national level. This series of Unity in the Community discussions will strive to open a respectful dialogue with the community on the issues of racism, police relations, community involvement, and youth engagement. Moderated by a committee of local community leaders, the goal is to enable Paramount residents of all ages and backgrounds to share their concerns and come up with solutions to attain Unity in the Community.

In preparation for the series of Unity in the Community discussions, a planning committee of local community leaders have met five times since June. The committee is composed of the following:

- Grady Jones, Pastor, New Commandment Baptist Church (moderator)
- Tony Warfield, Community Member, Entrepreneur, Public Works Commissioner
- Dr. Linda Timmons, Community Member, Author, Child and Family Counselor
- Janet Ruiz, Paramount High School graduate and current LBCC student
- Guadalupe Cortez, current Paramount High School student (11th grade)
- Damion Lasley, Paramount High School graduate and current LBCC student

Partners/Liaisons:

- John Moreno, City Manager
- Andrew Vialpando, Assistant City Manager

- Adriana Lopez, Director of Public Safety
- Dr. Ruth Perez, Superintendent, Paramount Unified School District
- Captain David Sprengel, Los Angeles County Sheriff's Department, Lakewood Station

The next steps for the committee are to finalize the dates for the Unity in the Community series of discussions, and organize logistics for virtual meetings. This evening the City Council will receive an oral report on the progress made by the committee in planning for the series of community discussions.

AUGUST 4, 2020

RESOLUTION NO. 20:026

“A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PARAMOUNT SUPPORTING ALL FEDERAL, STATE, AND COUNTY LEGISLATION THAT WILL PREVENT EVICTIONS AND FORECLOSURES TO THE RESIDENTS OF THE CITY OF PARAMOUNT RESULTING FROM THE COVID-19 PANDEMIC”

MOTION IN ORDER:

READ BY TITLE ONLY AND ADOPT RESOLUTION NO. 20:026.

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: August 4, 2020

**Subject: RESOLUTION NO. 20:026
SUPPORTING ALL FEDERAL, STATE AND COUNTY LEGISLATION
THAT WILL PREVENT EVICTIONS AND FORECLOSURES TO THE
RESIDENTS OF THE CITY OF PARAMOUNT RESULTING FROM THE
COVID-19 PANDEMIC**

BACKGROUND

The COVID-19 global pandemic has undoubtedly affected the health and economic situation for people across the nation. In Paramount, we are grappling with the immediate impact to our regional and local economy on a daily basis, particularly as the pandemic affects the personal income of our residents. With a population of about 56,000, Paramount is comprised of over 14,400 residential households, of which about 61 percent are renters, many of whom face mounting financial hardship related to the global COVID-19 pandemic.

In response to the COVID-19 pandemic emergency, the City has recently sent numerous letters to our local legislative representatives in support of an array of State and federal bills that provide relief to Paramount tenants and homeowners to keep Paramount residents housed. These efforts augment our current rental assistance program to prevent homelessness, and our COVID-19 CARES Act rental and mortgage relief grants. Some of the tenant and homeowner protection legislation supported by the City include: SB 1410 (State COVID-19 Emergency Rental Assistance Program), HR 6492 (federal Ensuring HOMES Act), and HR 6515 (federal Rent and Mortgage Cancellation Act).

In a coordinated regional effort to provide relief to renters and homeowners, the County of Los Angeles adopted an Eviction Moratorium Ordinance in April, retroactively effective to March 4, 2020. The moratorium applies to all cities and unincorporated areas within the County, unless a city has an active eviction moratorium Ordinance currently in place. On July 21, the County Board of Supervisors extended the Countywide Eviction Moratorium Ordinance to remain in effect through September 30, 2020, and will review the term on a periodic basis. The Eviction Moratorium includes a ban on evictions for nonpayment of rent, if the tenant can show they have been financially impacted by the health emergency; no fault reasons, such as owner/relative move-in or Ellis Act evictions; and, violations due to additional occupants, pets or nuisance related to COVID-19.

The Countywide Eviction Moratorium protects Paramount renters in the following ways:

- Renters will have 12 months after the moratorium ends to pay any back rent (previously six months).
- Landlords may not impose any new pass-throughs or charge interest or late fees for unpaid rent during the moratorium period.
- Landlords may not attempt to collect interest and late fees incurred during the moratorium period after the Executive Order is terminated for renters covered by the Rent Stabilization Ordinance and the Mobilehome Rent Stabilization Ordinance.
- Payment plans that allow landlords to accept partial payments from tenants during the moratorium are encouraged.
- Tenants may provide self-certification of their inability to pay rent, and landlords must accept this as sufficient notice.
- Landlords may not harass or intimidate tenants who choose to exercise their protections under this moratorium.

Additionally, the State and federal governments have passed legislation designed to protect tenants and homeowners. The State passed AB 1482 (The Tenant Protection Act) aimed at protecting renters. Signed into law in late 2019, AB 1482 provides a cap on rent for residential properties. This law prohibits an owner of residential real property from, over the course of any 12-month period, increasing the gross rental rate more than 5 percent plus the percentage change in the cost of living, or 10 percent, whichever is lower. It also prohibits an owner of a unit of residential real property from increasing the gross rental rate for the unit in more than 2 increments over a 12-month period, after the tenant remains in occupancy of the unit over a 12-month period. This law applies to all rent increases occurring on or after March 15, 2019.

The federal Emergency Housing Protections and Relief Act (HR 7301) was also recently passed by the House of Representatives and has been received in the United States Senate. If passed, HR 7301 would prevent evictions, foreclosures, and unsafe housing conditions resulting from the COVID-19 pandemic, and for other related purposes.

The City is supportive of these actions taken at the County, State and federal levels to ensure that our Paramount residents stay housed.

RECOMMENDED ACTION

It is recommended that the City Council read by title only and adopt Resolution No. 20:026 supporting County, State and Federal Ordinances and legislation that are designed to protect Paramount tenants and homeowners during the COVID-19 pandemic. It is further recommended that the City Council direct the City Manager to transmit a copy of the adopted Resolution No. 20:026 to the County, State and Federal elected officials who represent the City of Paramount.

CITY OF PARAMOUNT
LOS ANGELES COUNTY, CALIFORNIA

RESOLUTION NO. 20:026

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF
PARAMOUNT SUPPORTING ALL FEDERAL, STATE AND COUNTY
LEGISLATION THAT WILL PREVENT EVICTIONS AND
FORECLOSURES TO THE RESIDENTS OF THE CITY OF
PARAMOUNT RESULTING FROM THE COVID-19 PANDEMIC

WHEREAS, the global COVID-19 pandemic has affected the health and economic landscape for people across the nation and in the City of Paramount ("City"); and

WHEREAS, the City has a population of approximately 56,000 with over 14,400 residential households. Of those 14,400 residential households, 61 percent are renters; and

WHEREAS, these City residential households are facing mounting financial hardships due to the COVID-19 pandemic, and; consequently, are finding it more difficult to continue paying their rent and mortgage; and

WHEREAS, in response to the COVID-19 pandemic and its deleterious consequences to the City's residents, the City Council actively sent numerous letters to both state and federal legislative representatives to enact legislation that provide financial relief to tenants and homeowners in order to keep Paramount residents housed; and

WHEREAS, in conjunction with the City's efforts to request both federal and state assistance to tenants and homeowners, the City also established its rental assistance program to prevent homelessness, as well as the City's COVID-19 CARES Act rental and mortgage relief grants; and

WHEREAS, some of the tenant and homeowner protection legislation supported by the City include SB 1410 (State of California COVID-19 Emergency Rental Assistance Program), HR 6492 (federal Ensuring HOMES Act), and HR 6515 (federal Rent and Mortgage Cancellation Act); and

WHEREAS, in addition to the state and federal tenant and homeowner protections programs which the City supported, the state passed AB 1482 (The Tenant Protection Act) which protects residential renters. AB 1492 provides a cap on rent for residential properties. This law prohibits an owner of residential real property from, over the course of any 12-month period, increasing the gross rental rate more than 5 percent plus the percentage change in the cost of living, or 10 percent, whichever is lower. It also prohibits an owner of a unit of residential real property from increasing the gross rental rate for the unit in more than 2 increments over a 12-month period, after the tenant remains in occupancy of the unit over a 12-month period. This law applies to all rent increases occurring on or after March 15, 2019; and

WHEREAS, on March 19, 2020, the County Board of Supervisors of Los Angeles issued an Executive Order ("Executive Order") that imposed a temporary moratorium on evictions for non-payment of rent by residential or commercial tenants impacted by COVID-19 ("Moratorium"), commencing March 4, 2020 through May 31, 2020 ("Moratorium Period"); and

WHEREAS, on April 6, 2020, the California Judicial Council, the policymaking body of the California courts, issued eleven temporary emergency measures, of which Rules 1 and 2 effectively provide for a moratorium on all evictions and judicial foreclosures; and

WHEREAS, on April 14, 2020, the County Board of Supervisors further amended the Executive Order to: expand the County's Executive Order to include all incorporated cities with the County; and

WHEREAS, on June 23, 2020, the County Board of Supervisors extended the Moratorium Period through July 31, 2020; and

WHEREAS, on June 30, 2020, Governor Newsom issued Executive Order N-71-20, extending the timeframe for the protections set forth in Executive Order N-28-20, that authorized local governments to halt evictions for renters impacted by the COVID-19 pandemic, through September 30, 2020; and

WHEREAS, on or about June 30, 2020 the House of Representatives passed H.R.7301 – "Emergency Housing Protections and Relief Act of 2020" and has been received by the United States Senate. If passed by the Senate, HR 7301 would prevent evictions, foreclosures, and unsafe housing conditions resulting from the COVID-19 pandemic, and for other related purposes; and

WHEREAS, on July 21, 2020, the County Board of Supervisors extended the Moratorium Period through September 30, 2020.

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

SECTION 1. The above recitations are true and correct.

SECTION 2. The City Council continues to urge and support legislation from Federal, State and County representatives that will prevent evictions and foreclosures to the residents of the City of Paramount resulting from the COVID-19 pandemic.

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

PASSED, APPROVED, and ADOPTED by the City Council of the City of Paramount this 4th day of August 2020.

Peggy Lemons, Mayor

ATTEST:

Heidi Luce City Clerk

AUGUST 4, 2020

ORDINANCE NO. 1134

“AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF PARAMOUNT
ADDING ARTICLE XI TO CHAPTER 29 OF THE PARAMOUNT MUNICIPAL
CODE ESTABLISHING THE FORFEITURE OF NUISANCE VEHICLES
ENGAGED IN MOTOR VEHICLE SPEED CONTESTS OR EXHIBITIONS OF
SPEED”

MOTION IN ORDER:

READ BY TITLE ONLY, WAIVE FURTHER READING, INTRODUCE
ORDINANCE NO. 1134, AND PLACE IT ON THE NEXT REGULAR AGENDA
FOR ADOPTION.

MOTION:

MOVED BY: _____

SECONDED BY: _____

[] APPROVED

[] DENIED

ROLL CALL VOTE:

AYES: _____

NOES: _____

ABSENT: _____

ABSTAIN: _____



To: Honorable City Council
From: John Cavanaugh, City Attorney
By:
Date: August 4, 2020

**Subject: ORDINANCE NO. 1134
ESTABLISHING THE FORFEITURE OF NUISANCE VEHICLES
ENGAGED IN MOTOR VEHICLE SPEED CONTESTS OR EXHIBITIONS
OF SPEED**

At the June 16, 2020 City Council meeting, the City Attorney presented to the City Council a number of legal options to address the growing problem of street racing occurring within the City's street intersections.

Streets, highways and street intersections within the City of Paramount have been the site of continuing and escalating illegal street racing and exhibitions of speed over the past several years and are commonly referred to as "street racing/intersection takeovers". Street racers accelerate to extremely high speeds without regard to oncoming traffic, pedestrians, or vehicles parked and moving nearby. The racers move quickly from street to street; intersection to intersection, racing for several heats and then often move onto another street or intersection upon the arrival of a police unit.

These illegal motor vehicle speed contests and exhibitions of speed create an environment where persons engage in automobile performance demonstrations and other activities known as "side show" activity, which is described as dangerous driving behavior for the entertainment of participants and spectators, including, "spinning donuts", where vehicles are spun in circles; "peeling out", and reckless driving when fleeing law enforcement.

Additionally, these illegal motor vehicle speed contests and exhibitions of speed are planned and coordinated by participants and spectators through the use of the Internet, cell phones, police scanners and other electronic devices that allows them to move in their vehicles spontaneously from one (1) location to another to avoid detection and prosecution by local law enforcement agencies.

Finally, these illegal speed contests and exhibitions of speed damage the City's intersections and streets; consequently, the expenditure of public funds is necessary to repair those damaged streets and intersections.

Although California Vehicle Code Section 23109 makes such street racing and exhibition of speed illegal, there is a certain frustration that the remedies contained in these state statutes do not go far enough to deter both the racing and the attendance of spectators who seem to escalate the desire of the racers to continue the “side show activity”.

In our preliminary review of this problem, the City Attorney’s office coordinated efforts with the Los Angeles County Sheriff’s department and the Deputy District Attorney to implement a strategy that involves several different responses (“Street Racing Task Force”)

One of the responses which the Task Force recommended was to implement a more aggressive regulatory ordinance which would not just impound a vehicle used in violation of Vehicle Code Section 23109, but also to seek a court order to confiscate the vehicle and remove it from play.

The proposed Ordinance before the City Council is a comprehensive regulatory ordinance which both declares a vehicle which is used in violation of Vehicle Code Section 23109 as a nuisance and establishes a legal procedure of forfeiture of such vehicle engaged in speed contests or exhibitions of speed.

A summary of the provisions of the proposed Ordinance is as follows:

1. If a motor vehicle is caught in violation of California Vehicle Code Sections 23109(a) or (c) (Speed contests or Exhibition of speed) that vehicle will be declared a nuisance, seized and impounded, and subject to forfeiture proceedings.
2. An immediate investigation by the Public Safety Department will be conducted to ascertain the registered owner, legal owner or other party with an interest in the vehicle from the Department of Motor Vehicles.
3. After identifying the potential claimants discovered as a result of the investigation with the Department of Motor Vehicles, the Public Safety Department will notify those interested parties and will afford those claimants a due process post-seizure hearing with an independent hearing officer to determine the validity of the seizure of the vehicle.
4. If the hearing officer determines that the vehicle seized was not in violation of either Vehicle Code Sections 23109(a) or (c), the City will release the vehicle, and all impound charges will be paid for by the City.
5. If the hearing officer determines that the seizure was legally valid, the City Attorney will determine that the factual circumstances warrant forfeiture of the vehicle and will serve a notice of intended forfeiture to the identified claimants within 30 days of the seizure.

6. Any person claiming an interest in the vehicle seized must then file a Claim Opposing Forfeiture with the Superior Court with a copy to the City Attorney within certain specified times.
7. If no claims are filed as required under the Ordinance, the City Attorney can prepare an Administrative Forfeiture through a declaration of forfeiture and the vehicle becomes the property of the City.
8. In the event such a Claim Opposing Forfeiture is filed, a Judicial Forfeiture Proceeding will be held in the Los Angeles Superior Court wherein the court will determine whether a seized vehicle was in violation of the state's prohibition of street racing contests or an exhibition of speed. Should a court rule the vehicle was used in violation of state laws, the court will declare the vehicle a nuisance and order that the vehicle be forfeited (sold at auction) and the proceeds distributed in accordance with the City's Ordinance.
9. Finally, the proceeds of a sale of a forfeited vehicle will be disposed in the following priority:
 - (a) To satisfy the towing, storage and administrative costs following impoundment, the costs of providing notice, the costs of sale, and the unfunded costs of judicial proceedings, if any; then,
 - (b) To the City for all legal expenditures, made or incurred by the City Attorney's office in connection with the enforcement of the Ordinance, including but not limited to, costs for investigation, litigation, and notices resulting from enforcement of the Ordinance; then,
 - (c) To the City for local law enforcement for all expenditures other than personnel costs, made or incurred in connection with enforcement of the Ordinance, including but not limited to, costs for equipment, investigation and supplies related to enforcement; then
 - (d) To the City for all expenditures incurred by the Public Works Department for the necessary repairs to any public streets or intersections damaged as a result of the illegal street racing contest(s) or exhibitions of speed; then
 - (e) Upon satisfactory proof to the Director of Public Safety, to the legal owner in an amount to satisfy the indebtedness owed to the legal owner remaining as of the date of sale, excluding any accrued interest or finance charges and delinquency charges, providing that the principal indebtedness was incurred prior to the date of impoundment; then,

- (f) To the holder of any subordinate lien or encumbrance on the vehicle, other than a registered or legal owner, to satisfy any indebtedness so secured if written notification of demand is received before distribution of the proceeds is completed and there is verification of such a legal interest; then,
- (g) To any other person, other than a registered or legal owner, who can reasonably establish an interest in the vehicle, including a community property interest, to the extent of his or her provable interest, if written notification is received before distribution of the proceeds is completed; then,
- (h) Of the remaining proceeds, 100 percent shall be transferred to the City via the Finance Director.

Finally, a forfeited vehicle will not be sold to any person identified as a violator of state law at the time the vehicle was seized.

RECOMMENDED ACTION

It is recommended that the City Council read by title only, waive further reading, introduce Ordinance No. 1134, and place it on the next regular agenda for adoption.

CITY OF PARAMOUNT
LOS ANGELES COUNTY, CALIFORNIA

ORDINANCE NO. 1134

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF
PARAMOUNT ADDING ARTICLE XI TO CHAPTER 29 OF THE
PARAMOUNT MUNICIPAL CODE ESTABLISHING THE FORFEITURE
OF NUISANCE VEHICLES ENGAGED IN MOTOR VEHICLE SPEED
CONTESTS OR EXHIBITIONS OF SPEED

WHEREAS, the City Council of the City of Paramount finds and declares that pursuant to California Vehicle Code Section 23109, motor vehicle speed contests and exhibitions of speed conducted on public streets and highways are illegal. Streets, highways and street intersections within the City of Paramount have been the site of continuing and escalating illegal street racing and exhibitions of speed over the past several years and are commonly referred to as "street racing/intersection takeovers". Street racers accelerate to extremely high speeds without regard to oncoming traffic, pedestrians, or vehicles parked and moving nearby. The racers move quickly from street to street; intersection to intersection, racing for several heats and then often move onto another street or intersection upon the arrival of a police unit. Such street racing and exhibitions of speed threaten the health and safety of the public, interfere with pedestrian and vehicular traffic, create a public nuisance, and interfere with the right of private business owners to enjoy the use of their property within the City of Paramount. Calls for police service have increased dramatically; and

WHEREAS, these illegal motor vehicle speed contests and exhibitions of speed create an environment where persons engage in automobile performance demonstrations and other activities known as "side show" activity, which is described as dangerous driving behavior for the entertainment of participants and spectators, including, "spinning donuts", where vehicles are spun in circles; "peeling out", and reckless driving when fleeing law enforcement; and

WHEREAS, these illegal motor vehicle speed contests and exhibitions of speed are planned and coordinated by participants and spectators through the use of the Internet, cell phones, police scanners and other electronic devices that allows them to move in their vehicles spontaneously from one (1) location to another to avoid detection and prosecution by local law enforcement agencies; and

WHEREAS, these illegal motor vehicle speed contests and exhibitions of speed cause considerable damage to the street intersections within the City; consequently, the expenditure of public funds is necessary to repair these damaged intersections; and

WHEREAS, the City Council of the City of Paramount finds it is necessary and appropriate to take steps to protect public health and safety. This Article is adopted to declare that vehicles used in violation of California Vehicle Code Sections 23109(a) and (c) are a nuisance and will be forfeited to the City. The civil forfeiture of these nuisance vehicles will prevent the needless loss of life and property damage associated with illegal motor vehicle speed contests and exhibitions of speed.

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF PARAMOUNT DOES ORDAIN AS FOLLOWS:

SECTION 1. Article XI of Chapter 29 of the Paramount Municipal Code is hereby added as follows:

Article XI. Forfeiture of Nuisance Vehicles Engaged in Motor Vehicle Speed Contests or Exhibitions of Speed.

Sec. 29-47. Findings and Purpose.

Certain streets and intersections within the City have been subject to continuing nighttime illegal motor vehicle speed contests and exhibitions of speed over the past several years. Such illegal motor vehicle speed contests and exhibitions of speed constitute a nuisance, create potential hazards to the health and safety of the public, and interfere with pedestrian and vehicular traffic within the City.

These illegal motor vehicle speed contests and exhibitions of speed create an environment where persons engage in automobile performance demonstrations and other activities known as "side show" activity, which is described as dangerous driving behavior for the entertainment of participants and spectators, including, "spinning donuts", where vehicles are spun in circles; "peeling out", and reckless driving when fleeing law enforcement.

These illegal motor vehicle speed contests and exhibitions of speed cause considerable damage to the street intersections within the City; consequently, the expenditure of public funds is necessary to repair these damaged intersections.

This Article is adopted as means to reduce illegal street racing and exhibitions of speed in the City by declaring the vehicles that are used in street racing activities and exhibitions of speed as nuisances and authorizing their seizure and forfeiture.

Sec. 29-48. Definitions.

- (a) "City" means the City of Paramount.
- (b) "Days" means workdays not including weekends and holidays.
- (c) "Director of Public Safety" means the Director of Public Safety for the City of Paramount or her/his designee.
- (d) "Driver" means any person who drives a motor vehicle.
- (e) "Exhibition of Speed" means any unlawful motor vehicle exhibition of speed as defined by California Vehicle Code Section 23109(c), whether or not the exhibition of speed is attended by persons other than the drivers performing such unlawful activity on City Streets.

- (f) "Immediate family" means father, mother, sister, or brother.
- (g) "Legal owner" means a person holding a security interest in a vehicle referred to in
- (h) California Vehicle Code Section 370.
- (i) "Motor Vehicle Speed Contest" means any unlawful motor vehicle speed contest, as defined by California Vehicle Code Section 23109(a), whether or not the race is attended by persons other than the drivers racing the vehicles on City streets.
- (j) "Registered owner" means a person registered by the Department of Motor Vehicles as the owner of a vehicle referred to in California Vehicle Code Section 505.
- (k) "Motor Vehicle" shall mean a vehicle as defined in California Vehicle Code § 670.

Sec. 29-49. Nonexclusive remedy.

This Article is not the exclusive regulation or penalty for participation in a motor vehicle speed contest or exhibitions of speed. It supplements and is in addition to any other regulatory codes, statutes, and ordinances heretofore or hereafter enacted by the City, the state or any other legal entity or agency having jurisdiction.

Sec. 29-50. Seizure and Forfeiture of Nuisance Vehicles.

A motor vehicle shall be declared a nuisance and shall be seized and subject to forfeiture under this Article if:

- (a) It is used in violation of California Vehicle Code Sections 23109(a) or (c); and
- (b)
 - (1) It is driven by the registered owner of the vehicle at the time of the violation or the registered owner is a passenger in the vehicle at the time of the violation; or
 - (2) It is driven by a member of the registered owner's immediate family at the time of the violation, or a member of the registered owner's immediate family is a passenger in the vehicle at the time of the violation; or
 - (3) The driver or a passenger lives at the same address as the registered owner at the time of the violation; or

- (4) The driver or a passenger in the vehicle at the time of the violation has a prior contact in the vehicle, as determined by law enforcement records.
- (c) Declaration of this nuisance is made in accordance with the authority granted to the City in California Government Code, § 38771, and as amended from time to time.

Sec. 29-51. Seizure of Vehicles Subject to Forfeiture.

- (a) A peace officer may seize a vehicle subject to forfeiture under this Section upon the issuance of an order by a court having jurisdiction of the vehicle. Seizure without court order may be made in any of the following circumstances:
 - (1) The seizure is incident to an arrest or search under a search warrant;
 - (2) There is probable cause to believe the vehicle was used in violation of Section 29-50.
- (b) A peace officer seizing a vehicle under this Section shall complete a receipt in accordance with Penal Code Section 1412 and deliver it to the person from whose possession the vehicle was seized.
- (c) An immediate investigation shall be made by the Director of Public Safety making the seizure as to any potential claimant to a vehicle whose right, title, interest, or lien is of record in the Department of Motor Vehicles of this or any other state or appropriate federal agency. If the Public Safety Director finds that any person, other than the registered owner, is the legal owner, and the ownership did not arise subsequent to the date and time of arrest or seizure of the vehicle or notification of the forfeiture proceedings, the Public Safety Director shall, within three (3) days of the vehicle's seizure, send a notice of seizure to the legal owner at his or her address appearing on the records of the Department of Motor Vehicles of this or any other state or any appropriate federal agency.
- (d) The Director of Public Safety making the seizure of the vehicle shall provide any potential claimants discovered as a result of the investigation set out in Section 29-51(c). with the opportunity for a post-seizure hearing to determine the validity of the seizure. The post-seizure hearing shall be conducted within three (3) days of the request. The Director of Public Safety shall cause an independent hearing officer to hold the post-hearing proceedings. Failure of either a registered or legal owner to request a hearing as provided in Section 29-51 or to attend a scheduled hearing shall satisfy the post-seizure hearing requirement.

Sec. 29-52. Notice of Seizure.

The notice of seizure shall include the following:

- (a) A description of the vehicle.
- (b) The date and place of seizure.
- (c) The violation of law alleged with respect to forfeiture of the vehicle.
- (d) The instructions for filing and serving a claim with the City Attorney pursuant to Section 29-54 and time limits for filing a claim.
- (e) A vehicle seized pursuant to this Article, where appropriate, may be held as evidence in any proceeding brought by the City Attorney or District Attorney.

Sec. 29-53. Forfeiture and Notice of Intended Forfeiture of Vehicle.

- (a) The City Attorney may, pursuant to this Section, order the forfeiture of vehicles seized under this Article.
- (b) If the City Attorney determines that the factual circumstances warrant forfeiture of the vehicle described in Section 29-50, the City Attorney shall serve a notice of intended forfeiture upon any person who has an interest in the seized vehicle. The notice shall be served as soon as practicable, but in any event within 30 days of the seizure of the vehicle subject to forfeiture.
- (c) The notice of intended forfeiture shall be served as follows:
 - (1) The notice of intended forfeiture shall be served by personal delivery or certified mail, return receipt requested, upon any person who has an interest in the seized vehicle as determined pursuant to Section 29-51(c).
 - (2) In the event that the person entitled to service refuses to accept certified return receipt mail or cannot be personally served, service may be made by substituted service. Substituted service may be accomplished by any one of the following methods:
 - a. By leaving a copy during usual business hours at the recipient's business with the person who is apparently in charge, and by thereafter mailing by first class mail a copy to the recipient where the copy was left.

- b. By leaving a copy at the recipient's dwelling or usual place of abode, in the presence of a competent member of the household and thereafter mailing by first class mail a copy to the recipient at the address where the copy was left.
- (3) If the person entitled to service lives out of state and will not accept certified return receipt mail, then service may be made by first class mail.
- (4) If the person entitled to notice cannot be located, or service cannot be made as set forth in this subsection, service may be made by publication in a Los Angeles newspaper of general circulation. Service shall be deemed sufficient when it is accomplished pursuant to Government Code Section 6063.

Sec. 29-54. Claims Opposing Forfeiture.

A person claiming an interest in the vehicle seized pursuant to Section 29-50, must within ten (10) days from the date of the notice of intended forfeiture or within thirty (30) calendar days from the date of first publication of the notice of intended forfeiture, file with the Superior Court of the county in which the vehicle was seized, a Claim Opposing Forfeiture, verified in accordance with Section 446 of the Code of Civil Procedure, stating his or her interest in the vehicle. An endorsed copy of the claim shall be served upon the City Attorney within ten (10) days of the filing of the claim.

Sec. 29-55. Administrative Forfeiture.

If no claims are filed and served within 15 days of the mailing of the notice pursuant to Section 29-53 or within five (5) days of personal service of the notice, the City Attorney shall prepare a written declaration of forfeiture of the vehicle to the City. A written declaration of forfeiture signed by the City Attorney under this Section shall be deemed to provide good and sufficient title to the forfeited vehicle. A copy of the declaration shall be provided on request to any person informed of the pending forfeiture pursuant to Section 29-51. A claim that is filed and later withdrawn by the claimant shall be deemed to not have been filed.

Sec. 29-56. Judicial Forfeiture Proceedings.

- (a) The filing of a claim within the time limit specified in Section 29-54 is considered a jurisdictional prerequisite for initiating a forfeiture proceeding. A proceeding in the civil case is a limited civil case. The burden of proof in the civil case shall be on the City by a preponderance of the evidence. All questions that may arise shall be decided and all other proceedings shall be conducted as in an ordinary civil action.

- (b) Upon proof that the vehicle was used for any of the purposes set forth in Section 29-50, the court shall declare the vehicle a nuisance and order that the vehicle be forfeited and the proceeds upon sale distributed as set forth in Section 29-64. The court may make a different distribution of the proceeds, if the court finds that the claimant did not know that the vehicle was used for a purpose that constitutes a violation of this Section.
- (c) A judgment of forfeiture does not require as a condition precedent the conviction of a defendant for the current violation which gave rise to the nuisance and caused these forfeiture proceedings to be initiated.

Sec. 29-57. Community Property Interest Release.

If at the time of the violation there is a community property interest in the vehicle to be forfeited, and at the time of the violation the vehicle is the only vehicle available to the registered owner's immediate family that may be operated with a class C driver's license, the vehicle shall be released to a registered owner or to the community property interest owner upon compliance with all of the following requirements:

- (a) The registered owner or the community property interest owner requests release of the vehicle and the owner of the community property interest submits proof of that interest; and
- (b) The registered owner or the community property interest owner submits proof that the vehicle is properly registered pursuant to the California Vehicle Code; and
- (c) All towing and storage charges and any administrative charges authorized pursuant to California Vehicle Code Section 22850.5 and the Paramount Municipal Code are paid; and
- (d) The registered owner and the community property interest owner sign a stipulated vehicle release agreement, as described in Section 29-58, in consideration for the nonforfeiture of the vehicle.

Sec. 29-58. Stipulated Vehicle Release Agreement.

- (a) A stipulated vehicle release agreement shall provide for the consent of the signers to the automatic future forfeiture and transfer of title to the City of any vehicle registered to that person, if the vehicle is used in violation of California Vehicle Code Sections 23109(a) or (c). The agreement shall be in effect for five (5) years from the date of signing and shall be maintained by the Director of Public Safety.
- (b) No vehicle shall be released pursuant to Section 29-57 if the Director of Public Safety has on file a prior stipulated vehicle release agreement signed by that person within the previous five (5) years.

Sec. 29-59. Vehicle Title Vesting in the City.

All right, title, and interest in the vehicle shall vest in the City upon commission of the act giving rise to the nuisance under this Article.

Sec. 29-60. Sale of Forfeited Vehicle After Declaration of Forfeiture.

Any vehicle forfeited pursuant to this Article shall be sold once a declaration of forfeiture is issued by the City Attorney or an order of forfeiture is issued by a court, as the case may be, pursuant to Sections 29-55 and 29-56.

Sec. 29-61. Sale of Forfeited Vehicle By Legal Owner.

- (a) Any legal owner who is a motor vehicle dealer, bank, credit union, acceptance corporation, or other licensed financial institution legally operating in this state, or the agent of that legal owner, may take possession and conduct the sale of the forfeited vehicle if the legal owner or agent notifies the Director of Public Safety of its intent to conduct the sale within 15 days of either the mailing of the notice or personal service of the notice pursuant to Section 29-53. Sale of the vehicle after forfeiture pursuant to this Article may be conducted at the time, in the manner, and on the notice usually given for the sale of repossessed or surrendered vehicles. The proceeds of any sale conducted by or on behalf of the legal owner shall be disposed of as provided in 29-64. A legal owner's notice to conduct the sale pursuant to Section 29-61(a) may be presented in person, by certified mail, by facsimile transmission, or by electronic mail.
- (b) The agent of a legal owner acting pursuant to Section 29-61 shall be licensed, or exempt from licensure, pursuant to Chapter 11 (commencing with Section 7500) of Division 3 of the Business and Professions Code.

Sec. 29-62. Sale of Forfeited Vehicle.

If the legal owner or agent of the owner does not notify the Director of Public Safety of its intent to conduct the sale as provided in Section 29-61, the City shall offer the forfeited vehicle for sale at public auction within sixty (60) days of receiving title to the vehicle. Low value vehicles shall be disposed of pursuant to Section 29-63.

Sec. 29-63. Disposition of Low-Value Vehicles.

If the Director of Public Safety determines that the vehicle to be forfeited and sold pursuant to this Article is of so little value that it cannot readily be sold to the public generally, the vehicle shall be conveyed to a licensed dismantler or donated to a charitable organization. License plates shall be removed from any vehicle conveyed to a dismantler pursuant to this Section.

Sec. 29-64. Distribution of Sale Proceeds.

- (a) The proceeds of a sale of a forfeited vehicle shall be disposed of in the following priority:
- (1) To satisfy the towing, storage and administrative costs following impoundment, the costs of providing notice pursuant to Sections 29-52, the costs of sale, and the unfunded costs of judicial proceedings, if any; then,
 - (2) To the City for all legal expenditures, made or incurred by the City Attorney's office in connection with the enforcement of this Article, including but not limited to, costs for investigation, litigation, and notices resulting from enforcement of this Article; then,
 - (3) To the City for local law enforcement for all expenditures other than personnel costs, made or incurred in connection with enforcement of this Article, including but not limited to, costs for equipment, investigation and supplies related to enforcement of this Article; then,
 - (4) To the City for all expenditures incurred by the Public Works Department for the necessary repairs to any public streets or intersections damaged as a result of the illegal street racing contest(s) or exhibitions of speed; then
 - (5) Upon satisfactory proof to the Director of Public Safety, to the legal owner in an amount to satisfy the indebtedness owed to the legal owner remaining as of the date of sale, excluding any accrued interest or finance charges and delinquency charges, providing that the principal indebtedness was incurred prior to the date of impoundment; then,
 - (6) To the holder of any subordinate lien or encumbrance on the vehicle, other than a registered or legal owner, to satisfy any indebtedness so secured if written notification of demand is received before distribution of the proceeds is completed. The holder of a subordinate lien or encumbrance, if requested, shall furnish reasonable proof of its interest and, unless it does so upon request, is not entitled to distribution pursuant to Section 29-64; then,
 - (7) To any other person, other than a registered or legal owner, who can reasonably establish an interest in the vehicle, including a community property interest, to the extent of his or her provable interest, if written notification is received before distribution of the proceeds is completed; then,

- (8) Of the remaining proceeds, 100 percent shall be transferred to the City via the Finance Director.
- (b) A vehicle may be destroyed only if the condition of the vehicle warrants destruction and there are no lien holders or claimants who did not know that the vehicle was used for a purpose that constitutes a violation of this Article.
- (c) A forfeited vehicle shall not be sold to any person identified under Section 29-50 at the time the vehicle was seized.

Sec. 29-65. Accounting of Sale Proceeds.

The person conducting the sale shall disburse the proceeds of the sale as provided in Section 29-64 and shall provide a written accounting regarding the disposition to the Director of Public Safety and, on request, to any person entitled to a share of the proceeds to any person validly claiming a share of the proceeds, as determined by the Director of Public Safety, within fifteen (15) days after the sale is conducted.

Sec. 29-66. Stolen Vehicles.

No vehicle shall be sold pursuant to this Article if the Director of Public Safety determines the vehicle to have been stolen. In this event, the vehicle may be claimed by the registered owner at any time after impoundment, providing the vehicle registration is current and registered owner has no outstanding traffic violations or parking penalties on his or her driving record or on the registration record of any vehicle registered to the person. If the identity of the legal and registered owners of the vehicle cannot be reasonably ascertained, the vehicle may be sold.

Sec. 29-67. Towing and Storage Fees.

- (a) The City is responsible for the costs incurred for towing and storage if it is determined that the driver at the time of impoundment did not violate California Vehicle Code Section 23109(a) or (c), and did not give rise to the nuisance.
- (b) Charges for towing, storage and administrative for any vehicle impounded pursuant to this Article shall be set forth by Resolution by the City Council.

Sec. 29-68. Recovery of Monetary Loss.

Nothing in this Article shall preclude an owner of a vehicle who suffers a monetary loss from the forfeiture of a vehicle under this section from recovering the amount of the actual monetary loss from the person(s) who committed the act giving rise to forfeiture under this Article.

SECTION 2. The City Council finds the approval of this ordinance is not subject to the California Environmental Quality Act ("CEQA") pursuant to CEQA Guidelines Sections 15060(c)(2) (the activity will not result in a direct or reasonably foreseeable indirect physical change in the environment) and 15060(c)(3) (the activity is not a project as defined in Section 15378) of the CEQA Guidelines, California Code of Regulations, Title 14, Chapter 3, because it has no potential for resulting in physical change to the environment, directly or indirectly. Alternatively, the City Council finds the approval of this ordinance is not a project under CEQA Regulation Section 15061(b)(3) because it has no potential for causing a significant effect on the environment.

SECTION 3. Severability. If any section, subsection, sentence, clause or phrase in this ordinance or the application thereof to any person or circumstance is for any reason held invalid, the validity of the remainder of the ordinance or the application of such provision to other persons or circumstances shall be adopted thereby. The City Council hereby declares it would have passed this ordinance and each section, subsection, sentence, clause or phrase thereof, irrespective of the fact that one or more sections, subsections, sentences, clauses, or phrases or the application thereof to any person or circumstance be held invalid.

SECTION 4. Effective Date. This Ordinance shall take effect thirty days after its adoption, shall be certified as to its adoption by the City Clerk, and shall be published once in the Paramount Journal within 15 days after its adoption together with the names and members of the City Council voting for and against the Ordinance.

PASSED, APPROVED AND ADOPTED by the City Council of the City of Paramount this 1st day of September 2020.

Peggy Lemons, Mayor

ATTEST

Heidi Luce, City Clerk

AUGUST 4, 2020

ORDINANCE NO. 1135

“AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF PARAMOUNT
ADDING ARTICLE XII TO CHAPTER 29 OF THE PARAMOUNT MUNICIPAL
CODE PROHIBITING SPECTATORS AT ILLEGAL MOTOR VEHICLE SPEED
CONTESTS AND EXHIBITIONS OF SPEED”

MOTION IN ORDER:

READ BY TITLE ONLY, WAIVE FURTHER READING, INTRODUCE
ORDINANCE NO. 1135, AND PLACE IT ON THE NEXT REGULAR AGENDA
FOR ADOPTION.

MOTION:

MOVED BY: _____

SECONDED BY: _____

☐ APPROVED

☐ DENIED

ROLL CALL VOTE:

AYES: _____

NOES: _____

ABSENT: _____

ABSTAIN: _____



To: Honorable City Council
From: John Cavanaugh, City Attorney
By:
Date: August 4, 2020

**Subject: ORDINANCE NO. 1135
PROHIBITING SPECTATORS AT ILLEGAL MOTOR VEHICLE SPEED
CONTESTS AND EXHIBITIONS OF SPEED**

At the June 16, 2020 City Council meeting, the City Attorney presented to the City Council a number of legal options to address the growing problem of street racing occurring within the City's street intersections.

Streets, highways and street intersections within the City of Paramount have been the site of continuing and escalating illegal street racing and exhibitions of speed over the past several years and are commonly referred to as "street racing/intersection takeovers". Street racers accelerate to extremely high speeds without regard to oncoming traffic, pedestrians, or vehicles parked and moving nearby. The racers move quickly from street to street; intersection to intersection, racing for several heats and then often move onto another street or intersection upon the arrival of a police unit.

These illegal motor vehicle speed contests and exhibitions of speed create an environment where persons engage in automobile performance demonstrations and other activities known as "side show" activity, which is described as dangerous driving behavior for the entertainment of participants and spectators, including, "spinning donuts", where vehicles are spun in circles; "peeling out", and reckless driving when fleeing law enforcement.

These illegal motor vehicle speed contests and exhibitions of speed attract hundreds of juveniles and adults from all areas of southern California on a regular basis to participate or to be a spectator at these events.

The mere presence of spectators at illegal motor vehicle speed contests and exhibitions of speed serves to exacerbate the occurrence of illegal vehicle speed contests and exhibitions of speed and, thereby, creates an environment for these illegal activities as well as other illegal activities that place the safety and welfare of the public, as well as the spectators themselves, at risk.

In our preliminary review of this problem, the City Attorney's office coordinated efforts with the Los Angeles County Sheriff's department and the Deputy District Attorney to implement a strategy that involves several different responses ("Street Racing Task Force")

One of the responses which the Task Force recommended was to implement an aggressive regulatory ordinance which would discourage spectators at these events thus discouraging the street racers from engaging in illegal street racing and exhibitions of speed in the City.

The proposed Ordinance before the City Council is a regulatory ordinance which has as its objective, to discourage the presence of spectators at illegal vehicle speed contests and exhibitions of speed in the City. The proposed Ordinance targets a very clear, limited population and gives proper notice to citizens as to what activities are lawful and what activities are unlawful. In discouraging spectators, the act of organizing and participating in illegal street races will be discouraged.

A summary of the provisions of the proposed Ordinance is as follows:

1. Any individual who is knowingly present as a spectator, either on a public street or highway, or on private property open to the general public without the consent of the owner, operator, or agent thereof, at an illegal motor vehicle speed contest or exhibition of speed is guilty of a misdemeanor.
2. Any individual who is knowingly present as a spectator, either on a public street or highway, or on private property open to the general public without the consent of the owner, operator, or agent thereof, **where preparations are being made for an illegal motor vehicle speed contest or exhibition of speed** is guilty of a misdemeanor.
3. The City Attorney, City Prosecutor, or District Attorney shall have the authority to prosecute any violation of the Ordinance as an **infraction** in the interests of justice. Additionally, the court may determine that the offense is an infraction in which the case shall proceed as if the defendant has been arraigned on an infraction complaint.
4. An individual is present at the illegal motor vehicle speed contest or exhibition of speed if that individual is within two hundred (200) feet of the location of the event, or within two hundred (200) feet of the location where preparations are being made for the event.

The proposed Ordinance exempts law enforcement officers or their agents from being spectators at illegal motor vehicle speed contests or exhibitions of speed in the course of their official duties.

Finally, the proposed Ordinance contains provisions which give law enforcement latitude in determining relevant circumstances to prove a violation, including (1) the time of day, (2) the number and description of motor vehicles at the scene, and (3) the location of the individual charged in relation to any individual or group at the scene.

RECOMMENDED ACTION

It is recommended that the City Council read by title only, waive further reading, introduce Ordinance No. 1135, and place it on the next regular agenda for adoption.

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CITY OF PARAMOUNT
LOS ANGELES COUNTY, CALIFORNIA

ORDINANCE NO. 1135

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF
PARAMOUNT ADDING ARTICLE XII TO CHAPTER 29 OF THE
PARAMOUNT MUNICIPAL CODE PROHIBITING SPECTATORS AT
ILLEGAL MOTOR VEHICLE SPEED CONTESTS AND EXHIBITIONS OF
SPEED

WHEREAS, the City Council of the City of Paramount finds and declares that pursuant to California Vehicle Code section 23109, motor vehicle speed contests and exhibitions of speed conducted on public streets and highways are illegal. Streets, highways and street intersections within the City of Paramount have been the site of continuing and escalating illegal street racing and exhibitions of speed over the past several years. Street racers accelerate to extremely high speeds without regard to oncoming traffic, pedestrians, or vehicles parked and moving nearby; and

WHEREAS, these illegal motor vehicle speed contests and exhibitions of speed create an environment where persons engage in automobile performance demonstrations and other activities known as "side show" activity, which is described as dangerous driving behavior for the entertainment of participants and spectators, including, "spinning donuts", where vehicles are spun in circles; "peeling out", and reckless driving when fleeing law enforcement; and

WHEREAS, these illegal motor vehicle speed contests and exhibitions of speed attract hundreds of juveniles and adults from all areas of southern California on a regular basis to participate or to be a spectator at these events; and

WHEREAS, that the mere presence of spectators at illegal motor vehicle speed contests and exhibitions of speed serves to fuel the occurrence of illegal vehicle speed contests and exhibitions of speed and, thereby, creates an environment for these illegal activities as well as other illegal activities that place the safety and welfare of the public at risk; and

WHEREAS, these illegal motor vehicle speed contests and exhibitions of speed create a dangerous environment, with traffic congestion and risk of serious injury or death for pedestrians, spectators and vehicular traffic on local streets and highways in the City; and

WHEREAS, that by discouraging spectators at illegal motor vehicle speed contests and exhibitions of speed, the act of organizing and participating in these illegal activities will be discouraged; and

WHEREAS, the City Council of the City of Paramount finds it is necessary and appropriate to take steps to protect public health and safety of pedestrians and motorists in, about, or upon public streets and highways so as to minimize any dangerous conditions caused by illegal motor vehicle speed contests and exhibitions of speed.

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF PARAMOUNT DOES ORDAIN AS FOLLOWS:

SECTION 1. Article XII of Chapter 29 of the Paramount Municipal Code is hereby added as follows:

Article XII. Prohibition of Spectators at Illegal Motor Vehicle Speed Contests and Exhibitions of Speed.

Sec.29-80. Findings and Purpose.

- (a) The streets within the City have been the site of continuing and escalating illegal street races over the past several years despite asserted efforts of local law enforcement agencies to prevent and otherwise abate this illegal activity through the enforcement of existing traffic laws. Illegal motor vehicle speed contests and exhibitions of speed are fueled by the presence of spectators and create an environment in which these, as well as other, illegal activities can flourish. Therefore, the intent and purpose of this Article is to discourage the presence of spectators at illegal vehicle speed contests and exhibitions of speed in the City. The Article targets a very clear, limited population and gives proper notice to citizens as to what activities are lawful and what activities are unlawful. In discouraging spectators, the act of organizing and participating in illegal street races will be discouraged.
- (b) This Article is not intended to preempt state law governing the regulation of speed contests or exhibitions of speed but rather compliment such laws by prohibiting spectators at illegal motor vehicle speed contests and exhibitions of speed events.

Sec. 29-81. Definitions.

The following words, terms and phrases, when used in this Article, shall have the meanings ascribed to them in this section, except where the context clearly indicates a different meaning:

- (a) "City" means the City of Paramount.
- (b) "Illegal motor vehicle speed contest(s) or illegal exhibition of speed(s)" means any speed contest or exhibition of speed referred to in Vehicle Code Sections 23109(a) and 21309(c).

- (c) "Motor vehicle" means a vehicle as defined in Vehicle Code Section 670.
- (d) "Preparations" means those preparations for the illegal motor vehicle speed contest or exhibition of speed, including, but not limited to, situations in which:
 - (1) A group of vehicles or individuals has arrived at a location for the purpose of participating in or being spectators at the event;
 - (2) A group of individuals has lined one or both sides of a public street or highway for the purpose of participating in or being a spectator at the events;
 - (3) A group of individuals has gathered on private property open to the general public without the consent of the owner, operator, or agent thereof for the purpose of participating in or being a spectator at the event;
 - (4) One or more individuals has impeded the free public use of a public street or highway by actions, words, or physical barriers for the purpose of conducting the event;
 - (5) Two (2) or more vehicles have lined up with motors running for an illegal motor vehicle speed contest or exhibition of speed;
 - (6) One (1) or more drivers is revving his/her engine or spinning his/her tires in preparation for the event; or
 - (7) An individual is stationed at or near one (1) or more motor vehicles serving as a race starter.
- (e) "Spectator" means any individual who is present at an illegal motor vehicle speed contest or exhibition of speed, or at a location where preparations are being made for such activities, for the purpose of viewing, observing, watching, or witnessing the event as it progresses. The term "spectator" includes any individual at the location of the event without regard to whether the individual arrived at the event by driving a vehicle, riding as a passenger in a vehicle, walking, or arriving by some other means.

Sec. 29-82. Violation; spectator at illegal motor speed contests or exhibitions of speed.

- (a) Any individual who is knowingly present as a spectator, either on a public street or highway, or on private property open to the general public without the consent of the owner, operator, or agent thereof, at an illegal motor vehicle speed contest or exhibition of speed is guilty of a misdemeanor.

- (b) Any individual who is knowingly present as a spectator, either on a public street or highway, or on private property open to the general public without the consent of the owner, operator, or agent thereof, *where preparations are being made for an illegal motor vehicle speed contest or exhibition of speed* is guilty of a misdemeanor.
- (c) The City Attorney, City Prosecutor, or District Attorney shall have the authority to prosecute any violation of this Section as an infraction in the interests of justice. Additionally, the court may determine that the offense is an infraction in which the case shall proceed as if the defendant has been arraigned on an infraction complaint.
- (d) An individual is present at the illegal motor vehicle speed contest or exhibition of speed if that individual is within two hundred (200) feet of the location of the event, or within two hundred (200) feet of the location where preparations are being made for the event.
- (e) **Exemption.** Nothing in this Section prohibits law enforcement officers or their agents from being spectators at illegal motor vehicle speed contests or exhibitions of speed in the course of their official duties.

Sec. 29-83. Relevant circumstances to prove a violation.

- (a) Notwithstanding any other provision of law, to prove a violation of Section 29-82, admissible evidence may include, but is not limited to, any of the following:
 - (1) The time of day;
 - (2) The nature and description of the scene;
 - (3) The number of people at the scene;
 - (4) The location of the individual charged in relation to any individual or group present at the scene;
 - (5) The number and description of motor vehicles at the scene;
 - (6) That the individual charged drove or was transported to the scene;
 - (7) That the individual charged has previously participated in an illegal motor vehicle speed contest or exhibition of speed;
 - (8) That the individual charged has previously aided and abetted an illegal motor vehicle speed contest or exhibition of speed;
 - (9) That the individual charged has previously attended an illegal motor vehicle speed contest or exhibition of speed; or

- (10) That the individual charged previously was present at a location where preparations were being made for an illegal speed contest or exhibition of speed or where an exhibition of speed or illegal vehicle speed contest was in progress.
- (b) For purposes subsection A, above, "Scene" refers to the location of the Street Race or Exhibition of Speed or the location of the Preparations for the Street Race or Exhibition of Speed.

Sec. 29-84. Admissibility of prior acts.

The list of circumstances set forth in Section 29-83 is not exclusive. Evidence of prior acts may be admissible to show the propensity of the defendant to be present at or attend an illegal motor vehicle speed contest or exhibition of speed, if the prior act or acts occurred within three (3) years of the presently charged offense. These prior acts may always be admissible to show knowledge on the part of the defendant that a speed contest or exhibition of speed was taking place at the time of the presently charged offense. Prior acts are not limited to those that occurred within the City of Paramount.

SECTION 2. The City Council finds the approval of this ordinance is not subject to the California Environmental Quality Act ("CEQA") pursuant to CEQA Guidelines Sections 15060(c)(2) (the activity will not result in a direct or reasonably foreseeable indirect physical change in the environment) and 15060(c)(3) (the activity is not a project as defined in Section 15378) of the CEQA Guidelines, California Code of Regulations, Title 14, Chapter 3, because it has no potential for resulting in physical change to the environment, directly or indirectly. Alternatively, the City Council finds the approval of this ordinance is not a project under CEQA Regulation Section 15061(b)(3) because it has no potential for causing a significant effect on the environment.

SECTION 3. Severability. If any section, subsection, sentence, clause or phrase in this ordinance or the application thereof to any person or circumstance is for any reason held invalid, the validity of the remainder of the ordinance or the application of such provision to other persons or circumstances shall be adopted thereby. The City Council hereby declares it would have passed this ordinance and each section, subsection, sentence, clause or phrase thereof, irrespective of the fact that one or more sections, subsections, sentences, clauses, or phrases or the application thereof to any person or circumstance be held invalid.

SECTION 4. Effective Date. This Ordinance shall take effect thirty days after its adoption, shall be certified as to its adoption by the City Clerk, and shall be published once in the Paramount Journal within 15 days after its adoption together with the names and members of the City Council voting for and against the Ordinance.

PASSED, APPROVED AND ADOPTED by the City Council of the City of Paramount this 1st day of September 2020.

Peggy Lemons, Mayor

ATTEST

Heidi Luce, City Clerk

AUGUST 4, 2020

PUBLIC HEARING

ORDINANCE NO. 1132/ZONE CHANGE NO. 235 – 6500-6510 ALONDRA BOULEVARD

“AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF PARAMOUNT AMENDING ORDINANCE NO. 178, THE COMPREHENSIVE ZONING ORDINANCE, APPROVING ZONE CHANGE NO. 235, CHANGING THE OFFICIAL ZONING MAP OF THE CITY OF PARAMOUNT FROM M-1 (LIGHT MANUFACTURING) TO PD-PS (PLANNED DEVELOPMENT WITH PERFORMANCE STANDARDS)/SINGLE-FAMILY RESIDENTIAL TO ALLOW FOR THE DEVELOPMENT OF TEN SINGLE-FAMILY HOMES AT 6500-6510 ALONDRA BOULEVARD IN THE CITY OF PARAMOUNT”

- A. HEAR STAFF REPORT.
- B. OPEN THE PUBLIC HEARING.
- C. HEAR TESTIMONY IN THE FOLLOWING ORDER:
 - (1) THOSE IN FAVOR
 - (2) THOSE OPPOSED
- D. MOTION TO CLOSE THE PUBLIC HEARING.

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

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E. MOTION IN ORDER:

READ BY TITLE ONLY, WAIVE FURTHER READING, INTRODUCE ORDINANCE NO. 1132, AND PLACE IT ON THE NEXT REGULAR AGENDA FOR ADOPTION.

<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: John Carver, Planning Director
Date: August 4, 2020

**Subject: ORDINANCE NO. 1132/ZONE CHANGE NO. 235
6500-6510 ALONDRA BOULEVARD**

Background

This item is a request by Gold Key Development to change the zone from M-1 (Light Manufacturing) to PD-PS (Planned Development with Performance Standards)/Single-Family Residential at 6500-6510 Alondra Boulevard to allow for the development of ten single-family homes. Two properties comprise the 30,744 square foot (0.71-acre) site, which is on the south side of Alondra Boulevard in an area between the Home Depot and Hunsaker Avenue. The property at 6500 Alondra Boulevard is vacant land that was the former site of Crooks Brothers Auto Body, and 6510 Alondra Boulevard is developed with two housing units that will be demolished for the subject project. The Planning Commission reviewed this item at its July 14, 2020 meeting and recommended approval to the City Council. The Planning Commission also approved a tentative tract map to create ten individual lots that can be sold separately, and found that a partial parkway vacation will not affect the Circulation Element of the General Plan. Additionally, the Development Review Board approved the design and site layout of the project.

Project Description

The project consists of the construction of ten detached, two-story single-family homes on separate lots. Access to the project will be from the frontage road on the south side of Alondra Boulevard. The proposed floor areas range from 1,711 and 1,800 square feet of floor area, and parcels will range in size from 2,453 square feet to 3,611 square feet. The lot sizes are consistent with other recently approved single-family projects. All ten homes will contain four bedrooms and two-and-one-half bathrooms. Each home will have an attached two-car garage and two driveway parking spaces. A condition has been included in the zoning standards that require the garages to be used for the parking of two vehicles. Additionally, the City will process resident permit parking on the Alondra Boulevard frontage road to provide overflow and guest parking. The project will incorporate Hacienda and California/Spanish design themes consistent with City standards.

Discussion

The applicant is proposing to construct ten single-family homes on individual lots that will be sold separately. The zone change will meet a market demand for compact single-family residential development. The proposed zone change implements the General Plan Land Use Designation of Multiple Family Residential, which allows single-family and multiple-family residential uses. The project will not be out of character with the General Plan, which the City Council most recently updated in 2007. The project will integrate well with the surrounding neighborhood, which is comprised of multiple-family residential properties developed at varying densities.

Summary

The applicant is requesting a zone change that will allow for the development and individual sale of ten single-family residential parcels. As discussed above, approval of this request will help meet a strong demand for detached single-family homes. The proposal will successfully integrate into the surrounding neighborhood. The Los Angeles River multipurpose trail to the west will provide excellent offsite recreational amenities to future residents. Approval of the proposed project will allow for a significant aesthetic improvement to the physical environment, and the zone change will remove the future possibility of manufacturing uses. Additionally, this project will help us to meet our Regional Housing Needs Allocation (RHNA) number by adding residential units to Paramount's housing stock. Finally, the lot sizes for this project will be similar to the 30 recently completed homes to the south of Home Depot, which were constructed by the applicant and have an average size of 3,337 square feet.

Environmental Assessment

As part of this project, an environmental analysis was conducted by an outside environmental planning consultant, EPD Solutions, Inc. The analysis determined that the project is exempt from the provisions of the California Environmental Quality Act (CEQA) pursuant to Section 15061(b)(3) – general rule that CEQA only applies to projects which have the potential for causing a significant effect on the environment.

RECOMMENDED ACTION

It is recommended that the City Council read by title only, waive further reading, introduce Ordinance No. 1132, and place it on the next regular agenda for adoption.

CITY OF PARAMOUNT
LOS ANGELES COUNTY, CALIFORNIA

ORDINANCE NO. 1132

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF PARAMOUNT AMENDING ORDINANCE NO. 178, THE COMPREHENSIVE ZONING ORDINANCE, APPROVING ZONE CHANGE NO. 235, CHANGING THE OFFICIAL ZONING MAP OF THE CITY OF PARAMOUNT FROM M-1 (LIGHT MANUFACTURING) TO PD-PS (PLANNED DEVELOPMENT WITH PERFORMANCE STANDARDS)/ SINGLE-FAMILY RESIDENTIAL TO ALLOW FOR THE DEVELOPMENT OF TEN SINGLE-FAMILY HOMES AT 6500-6510 ALONDRA BOULEVARD IN THE CITY OF PARAMOUNT

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

SECTION 1. Purpose and Findings. The City Council finds and declares as follows:

WHEREAS, California Constitution Article XI, Section 7, enables the City of Paramount ("the City") to enact local planning and land use regulations; and

WHEREAS, the authority to adopt and enforce zoning regulations, including the location and boundaries of the various zones shown and delineated on the Official Zoning Map of the City, is an exercise of the City's police power to protect the public health, safety, and welfare; and

WHEREAS, the City desires to ensure that development occurs in a prudently effective manner, consistent with the goals and objectives of the General Plan as updated and adopted by the City Council on August 7, 2007 and reasonable land use planning principles; and

WHEREAS, the Planning Commission held a duly noticed public hearing on July 14, 2020 at which time it considered all evidence presented, both written and oral, and at the end of the hearing voted to adopt Resolution No. PC 20:023, recommending that the City Council adopt this Ordinance; and

WHEREAS, the City Council held a duly noticed public hearing on this Ordinance on August 4, 2020, at which time it considered all evidence presented, both written and oral.

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF PARAMOUNT DOES ORDAIN AS FOLLOWS:

SECTION 2. The official Zoning Map of the City of Paramount adopted by Ordinance No. 178 on February 20, 1962 is amended as shown on the map attached hereto, marked Exhibit "A", to be zoned PD-PS (Planned Development with Performance Standards/Single-Family Residential). Said change shall be made on the official Zoning Map of the City of Paramount

Said zone change shall be subject to the following conditions:

Permitted Uses:

The following uses shall be permitted in this PD-PS zone:

1. One single-family dwelling. Lots shall be used for residential purposes only, and no building shall be erected, altered, placed, or permitted to remain on any lot other than a detached single-family dwelling. No part of the properties shall ever be used or caused, allowed, or authorized to be used in any way, directly or indirectly, for any business, commercial, manufacturing, mercantile, storing, vending, or other such nonresidential purpose.
2. Accessory dwelling unit (ADU) and/or junior accessory dwelling unit (JADU). An ADU and/or JADU shall be permitted pursuant to Article XXVI of the Paramount Municipal Code and State law.
3. Attached accessory buildings and structures, including private garages.
4. Animals. Dogs and cats as household pets, provided that the total number is any combination thereof shall not exceed three. Livestock, including cattle, sheep, goats, horses, rabbits, rodents, poultry, fowl, and pigeons are prohibited.
5. Home garden.
6. Home occupation. A Home Occupation Permit may be granted pursuant to Section 44-19 (e) of the Paramount Municipal Code.

Performance Standards:

1. Vehicle repair. The repair or dismantling of any vehicle within the PD-PS (Planned Development with Performance Standards/Single-Family Residential) zone shall be prohibited.
2. Commercial trucks/trailers. The parking or storage of trailers or commercial trucks shall not be allowed.

3. Vehicle parking. The garages and driveways shall only be used for the parking of motor vehicles.
4. Recreational vehicles. The outdoor parking or outdoor storage of any recreational vehicle shall not be allowed. Such recreational vehicles shall include, but are not limited to motorhomes, boats, travel trailers, and transport trailers.
5. Satellite dish. The installation of a satellite dish shall be at a location at the rear of the house or garage and shall not project above the peak of the roof so as not to be visible from the public right-of-way.
6. Pole/antennae. No television or radio poles, antennae, or other external fixtures other than those originally installed by the developer and any replacements thereof, shall be constructed, erected or maintained on or within any lot. No other than that originally installed by the developer and any replacements thereof, shall be constructed, erected or maintained on any lot.
7. Clotheslines. Clotheslines shall be located at the rear of the house or garage and shall not be visible from the public right-of-way.
8. Trash/recyclables. Trash, recyclables, garbage, or other waste shall be kept only in sanitary containers that shall be stored in a location so as not to be visible from the public right-of-way. No owner of a lot shall permit or cause any trash or refuse to be kept on any portion of the properties other than in receptacles customarily used therefore.
9. Storage. The storage or accumulation of junk, trash, manure, and other offensive or noxious materials on any lot is specifically prohibited. No burning on any lot shall be permitted except in fireplaces or barbecues, if any. No lumber, metals, machinery, equipment or building materials shall be kept, stored, or allowed to accumulate on any lot.
10. Modifications. No owner shall make any alterations or modifications to the exterior of the buildings, fences, railings, walls or other improvements constructed on his lot, or change the grade or drainage pattern of his lot, without the prior consent of the Planning Director.
11. Home gardens, front yard. With the exception of fruit trees, edible landscaping in the front yard shall be restricted to raised garden beds. Raised garden beds shall be constructed of wood (free of rot), brick, masonry, landscape timbers, metal, ceramic, or synthetic lumber. With the exception of fruit trees, edible landscaping in the front yard shall not exceed a maximum height of 42 inches measured from the top of soil.

Edible plant materials shall be promptly harvested and removed when mature or ripe. Plants not harvested for consumption shall be promptly removed or tilled into the soil. Planting areas fallowed between growing seasons shall be covered with mulch or similar material or otherwise maintained in clean condition until the next planting period. Weeds shall be promptly removed. Actions shall be taken to prevent and eliminate pests.

Development Standards:

1. Setbacks. Building setbacks are to be as shown on the submitted site plan and made by reference a part of this zone change.
2. Parking. Parking shall be provided at a minimum rate of two garage spaces per unit and two driveway parking spaces per unit.
3. Driveways. The driveway shall not be widened.
4. Roofing. Decorative roofing material shall be maintained. Asphalt composition shingle is not considered decorative roofing material and is not permissible as reroofing material. Reroofing requires separate Planning Department review and approval of the material and color.
5. Signage. Each lot or parcel of land in this PD-PS zone may have the following signs:
 - a. Name plates not exceeding two square feet in area containing the name of the occupant of the premises.
 - b. Address numbers not exceeding six inches in height.
6. Mailboxes. Mailboxes shall be provided at a rate of one per unit. Said boxes shall be installed by the developer.
7. Fences, etc. No fence or hedge exceeding 42 inches in height shall be erected or permitted in the front setback areas on any lot. No chainlink fences will be permitted.
8. Security bars. No wrought iron, metal, steel, etc. burglar bars shall be installed on exterior of any window. All exterior doors must be able to open without special knowledge or tools.
9. Garbage and recyclable cans. Each home shall store garbage and recyclable cans within garages or behind private area fencing.
10. Tarps. The use of tarps is prohibited in front setbacks, side setbacks, rear yard areas, over driveways, and in parking and circulation areas.

11. Landscaping/irrigation. Landscaping and irrigation shall comply with Article XXIV (Water-Efficient Landscape Provisions) of Chapter 44 (Zoning Ordinance) of the Paramount Municipal Code.
12. Automobile maintenance. The minor maintenance of vehicles (oil change, etc.) shall be screened from public view.
13. Security wire. No barbed wire, concertina wire, razor wire or cut glass shall be used as a fence or part of a fence, wall or hedge along any property line or within any required side, rear, or front yard.

Compliance to Article XVIII of Chapter 44 of the Paramount Municipal Code relating to the PD-PS (Planned Development with Performance Standard) zoning.

This zone change case shall comply with all conditions set forth in Article XVIII of Chapter 44 of the Paramount Municipal Code dealing with the PD-PS (Planned Development with Performance Standards) zone, Section 44-229 to 44-240.9, inclusive.

SECTION 3. California Environmental Quality Act (CEQA). This Ordinance is exempt from CEQA per Section 15061(b)(3) which is the general rule that CEQA applies only to projects which have the potential for causing a significant effect on the environment and CEQA does not apply where it can be seen with certainty that there is no possibility that the activity may have a significant effect on the environment.

SECTION 4. If any section, subsection, subdivision, sentence, clause, phrase or portion of this Ordinance, is for any reason held to be invalid or unconstitutional by the decision of any court of competent jurisdiction, such decision shall not affect the validity of the remaining portions of this Ordinance. The City Council hereby declares that it would have adopted this Ordinance and each section, subsection, subdivision, sentence, clause, phrase, or portion thereof, irrespective of the fact that any one or more sections, subsections, subdivisions, sentences, clauses, phrases, or portions thereof be declared invalid or unconstitutional.

SECTION 5. This Ordinance shall be certified as to its adoption by the City Clerk and shall be published once in the Paramount Journal within 15 days after its adoption together with the names and members of the City Council voting for and against the Ordinance.

SECTION 6. This Ordinance shall take effect thirty (30) days after its adoption. The City Clerk or duly appointed deputy shall certify to the adoption of this Ordinance to be published as required by law.

PASSED, APPROVED, and ADOPTED by the City Council of the City of Paramount this 1st day of September 2020.

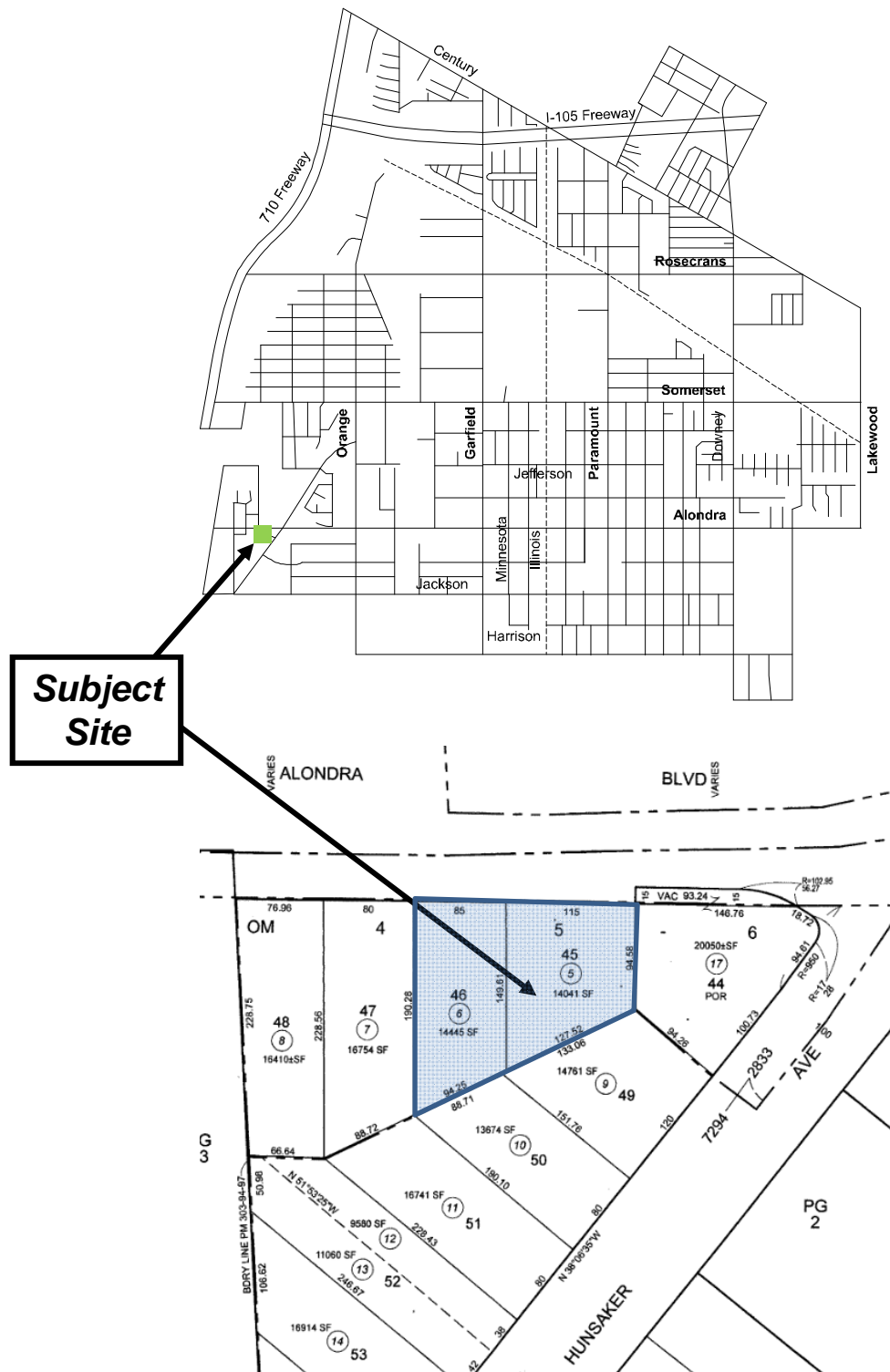
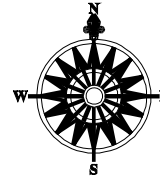
Peggy Lemons, Mayor

Attest:

Heidi Luce, City Clerk

Exhibit A

Ordinance No. 1132/Zone Change No. 235



6500-6510 Alondra Blvd.

Zone Change No. 235

Existing Zoning

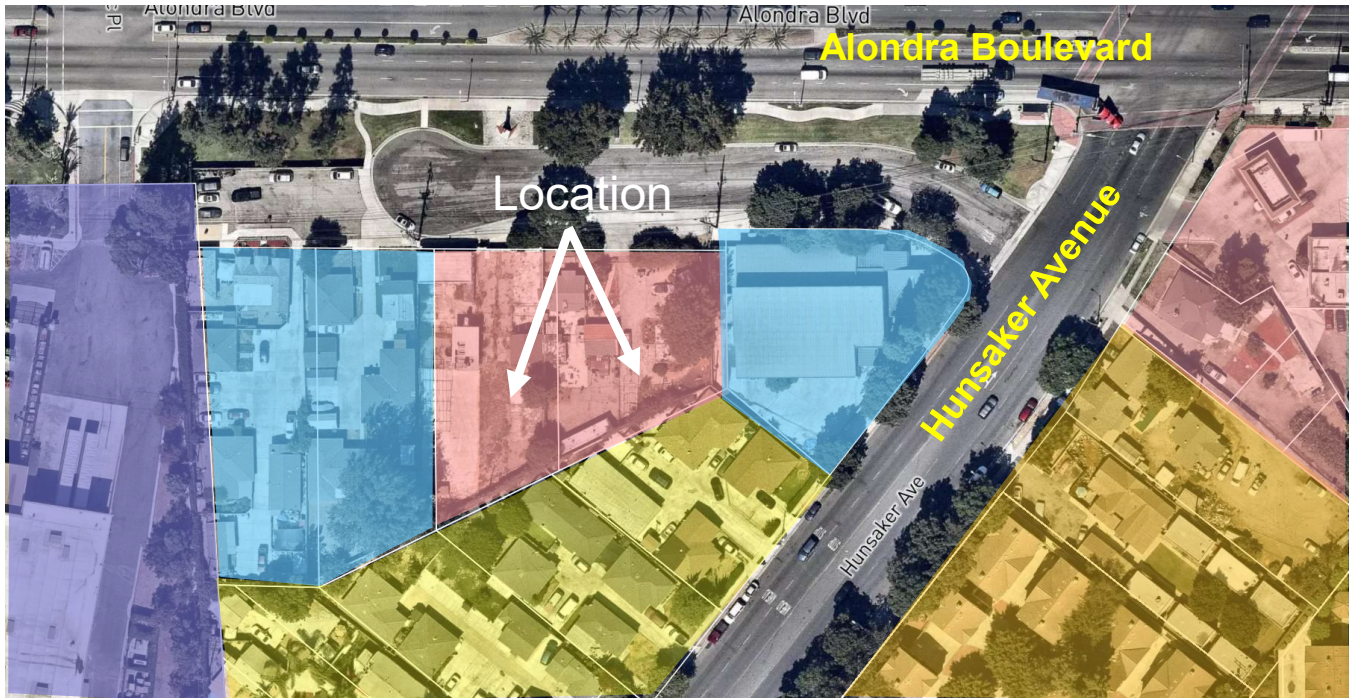


- PD-PS (Planned Development with Performance Standards)
- R-2 (Medium-Density Residential)
- R-M (Multiple-Family Residential)
- C-M (Commercial Manufacturing)
- M-1 (Light Manufacturing)

6500-6510 Alondra Boulevard

Zone Change No. 235

Proposed Zoning

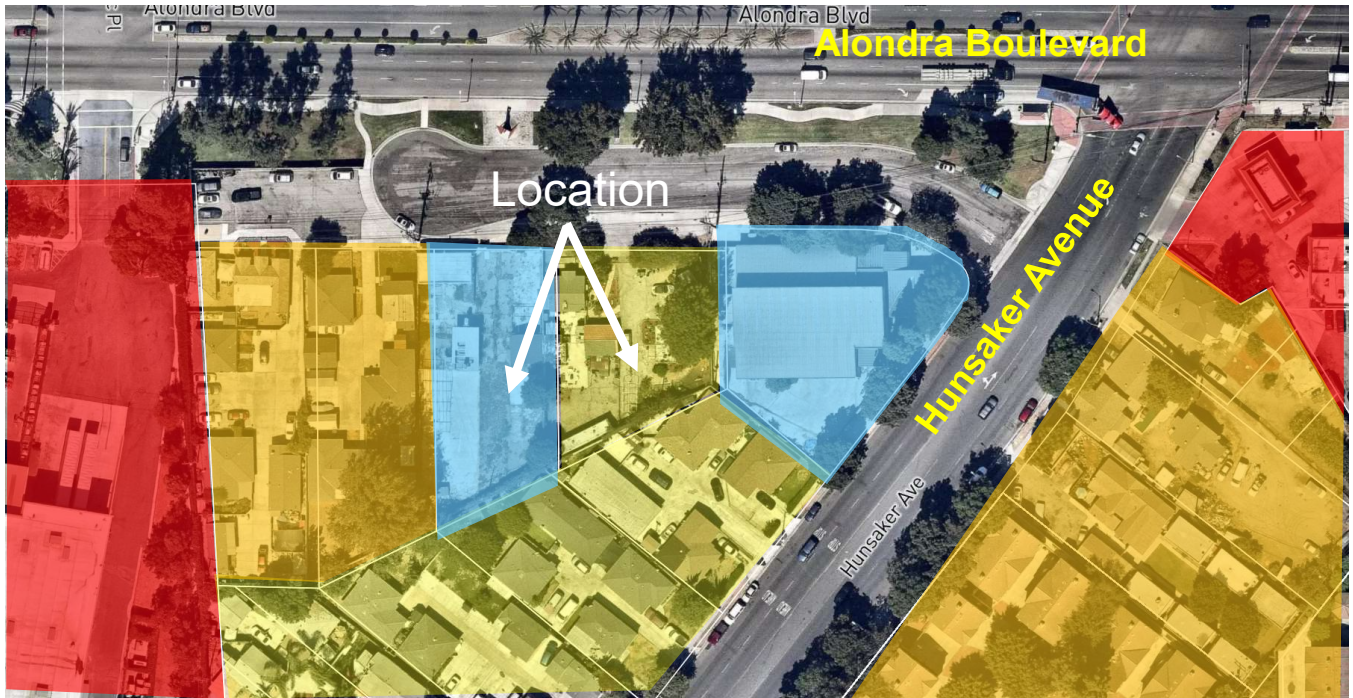






- PD-PS (Planned Development with Performance Standards)
- R-2 (Medium-Density Residential)
- R-M (Multiple-Family Residential)
- C-M (Commercial Manufacturing)
- M-1 (Light Manufacturing)

6500-6510 Alondra Boulevard

Zone Change No. 235

Land Use

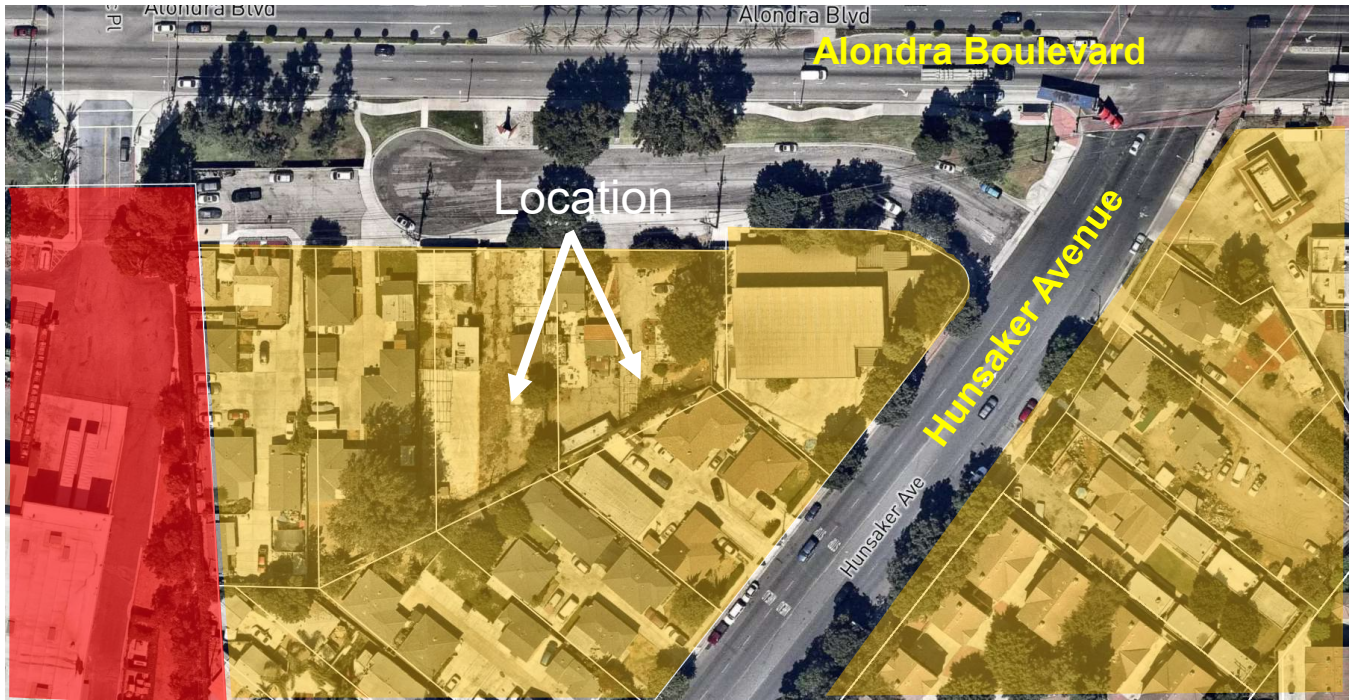


-  Medium Density Residential
-  Multiple-Family Residential
-  Commercial
-  Light Manufacturing

6500-6510 Alondra Boulevard

Zone Change No. 235

General Plan



- Multiple-Family Residential
- Commercial

6500-6510 Alondra Boulevard

AUGUST 4, 2020

PUBLIC HEARING

ORDINANCE NO. 1133/DEVELOPMENT AGREEMENT NO. 20-1 –
DWAYNE DEROSE/DEROSE DISPLAYS

“AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF PARAMOUNT
APPROVING DEVELOPMENT AGREEMENT NO. 20-1 WITH DWAYNE
DEROSE/DEROSE CO, LLC DBA DEROSE DISPLAYS FOR THE
CONSTRUCTION, INSTALLATION, AND OPERATION OF A FREEWAY-
ORIENTED DIGITAL BILLBOARD ON VACANT LAND NORTH OF
ROSECRANS AVENUE, BETWEEN THE LOS ANGELES RIVER AND 710-
FREEWAY [ASSESSOR PARCEL NUMBER 6236-035-013] IN THE M-2
(HEAVY MANUFACTURING) ZONE”

- A. HEAR STAFF REPORT.
- B. OPEN THE PUBLIC HEARING.
- C. HEAR TESTIMONY IN THE FOLLOWING ORDER:
 - (1) THOSE IN FAVOR
 - (2) THOSE OPPOSED
 - (3) REBUTTAL BY APPLICANT
- D. MOTION TO CLOSE THE PUBLIC HEARING.

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

- E. ADOPT A MITIGATED NEGATIVE DECLARATION WITH A MITIGATION
CONTINUED... PLEASE TURN PAGE

MONITORING AND REPORTING PROGRAM RELATIVE TO
ORDINANCE NO. 1133/DEVELOPMENT AGREEMENT NO. 20-1.

F. MOTION IN ORDER:

READ BY TITLE ONLY, WAIVE FURTHER READING, INTRODUCE
ORDINANCE NO. 1133, AND PLACE IT ON THE NEXT REGULAR
AGENDA FOR ADOPTION.

<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: John Carver, Planning Director
John King, AICP, Assistant Planning Director

Date: August 4, 2020

**Subject: ORDINANCE NO. 1133/DEVELOPMENT AGREEMENT NO. 20-1
DWAYNE DEROSE/DEROSE DISPLAYS**

Background

This application is a request by Dwayne DeRose/DeRose Co, LLC dba DeRose Displays for an ordinance approving a development agreement with the City of Paramount for the construction, installation, and operation of a freeway-oriented digital billboard on vacant land north of Rosecrans Avenue, between the Los Angeles River and 710-Freeway [Assessor Parcel Number 6236-035-013] in the M-2 (Heavy Manufacturing) zone. The applicant is leasing land from the property owner of the subject 10,603 square foot property.

On July 14, 2020, the Planning Commission unanimously voted to recommend that the City Council adopt an ordinance approving Development Agreement No. 20-1. Upon City Council approval of the ordinance, the Mayor will be authorized to sign Development Agreement No. 20-1 on behalf of the City. The Development Review Board approved the design of the proposed billboard with Development Review Application No. 20:007 on July 14, 2020.

ZOTA No. 13

In February 2020, the City Council adopted Ordinance No. 1122, approving Zoning Ordinance Text Amendment (ZOTA) No. 13. The ordinance allows freeway-oriented digital billboards (also known as electronic billboards) in a specific area along the Long Beach (I-710) Freeway. The location is a relatively nondescript ten-acre area to the north of Rosecrans Avenue and between the Los Angeles River and the 710 Freeway. Seven irregularly-shaped land parcels under ownership of four separate property owners comprise the area. The digital billboard will be installed on only one of the seven parcels; the other six parcels will remain vacant. Paramount Municipal Code Section 44-81 (21)(k) notes the following:

All use standards and mitigations, including but not limited to those that ensure digital billboard lighting will not negatively impact the surrounding neighborhoods, will be identified in a development agreement to be approved by the Planning Commission and City Council.

Billboard Description

The applicant submitted an application for a development agreement with the City to construct, install, and operate a double-sided digital billboard with an overall height of 45 feet. The lease area would be surrounded by a secure fence, and security cameras would be installed. The proposed billboard faces ("Message Display Center") are 14 feet in height by 48 feet in length for an area of 672 square feet on each side. City of Paramount logo and channel letter text are proposed for each side to help promote the City. A rendering of the proposed design is below:



Development Agreement

The proposed development agreement addresses an array of construction and operational issues for the betterment of the Paramount community, including the following:

- **Lighting.** An automatic dimming system shall be installed to reduce the intensity of the light emitting from the Message Display Center during operations between sunset and sunrise. Visible light levels are measured by lumens. Daytime (sunrise to sunset) maximum lighting levels will not exceed 7,500 lumens per square meter. Nighttime (sunset to sunrise) lighting levels will not exceed 500 lumens per square meter.
- **Maintenance.** The applicant will maintain the billboard and site in good condition. Weeds will need to be removed and prevented. Graffiti and other forms of vandalism will need to be removed within 24 hours. Such maintenance will apply to only the parcel that the billboard occupies; all other parcels continue to be the responsibility of each individual property owner.

- Clean energy. The applicant has agreed to purchase electrical power from 100% renewable sources, which is the highest tier of sustainability.
- Promotion of City events. The agreement requires a guaranteed minimum rate of five percent and up to ten percent on a space-available basis of each minute for civic public service messages.
- Revenue share. The agreement provides for an annual payment from the applicant to the City beginning at \$105,000 with adjustments in future years based on the Consumer Price Index.
- Limitations. To avoid controversial messaging, content of a political, religious, or sexual nature will not be permitted. Messages will also not contain advertising for distilled spirits, tobacco products, gambling, or gambling services. However, gambling establishments may advertise non-gaming services such as music concerts or live comedy.

Environmental Assessment

Blodgett Baylosis Environmental Planning, an environmental planning consultant, prepared an Initial Study in accordance with the California Environmental Quality Act (CEQA) and CEQA Guidelines to determine whether the project would have a significant impact on the environment. The Initial Study evaluated required environmental criteria such as aesthetics, air quality, geology/soils, hazards/hazardous materials, hydrology, land use, noise, public services, transportation/traffic, and utilities. The Initial Study determined that the project installation and operation would not have a significant immitigable negative impact on the environment, and a Mitigated Negative Declaration is recommended for project adoption. As such, a mitigation monitoring and reporting program will be required. Findings of the Initial Study are below.

Aesthetics

The proposed billboard will not be in the line-of-sight between the occupants of any nearby buildings and any potentially visible viewsheds. The proposed project site is not located near any residential uses that could potentially be affected by an obstruction of views. Once complete, the entire billboard structure will have a height of 45 feet and the billboard faces will have a length of 48 feet and a height of 14 feet. The height of the proposed digital billboard will not be great enough to obstruct those aforementioned viewsheds. In addition, the billboard structure pole will not present a large enough surface area to cause an obstruction of views. As a result, the proposed project will not have an impact on a scenic vista.

Light intensity from the billboard images will be modulated to not interfere with driver vision during the night and to avoid light pollution in the evening. Caltrans will control the light intensity. The proposed billboard will be required to include a photometric sensor to adjust for day and night viewing. As a result, light and glare impacts will be less than significant.

Below is a photosimulation of the billboard location:



Air Quality

The emissions related to the installation and operation of the proposed project are minimal. As a result, no mitigation is required.

Cultural Resources

The analysis of potential cultural resources impacts indicated that the project site is situated in an area of high archaeological significance. Mitigation measures are provided to ensure the preservation of any discovered tribal artifacts. In addition, in the unlikely event that human remains are uncovered by construction crews, all excavation and grading activities shall be halted, and the Los Angeles County Sheriff's Department would be contacted. The Sheriff's Department would then contact the County Coroner.

Energy

The average annual energy consumption for digital billboards is 61,032 kilowatt hours ("kWh"). For purposes of comparison, a small specialty retail store with approximately 1,200 square feet of floor area will consume approximately 69,715 kWh of electricity on an annual basis. The billboard would be projected to draw 50 amps, which translates to an annual usage of 52,560 kWh. However, this number may be lower depending on a number of factors. The proposed billboard would use electrical energy and would be constructed pursuant to current electrical codes, including Title 24 of the California Building Code.

Land Use and Planning

The location of the proposed billboard will be approximately 200 feet east of the I-710 Freeway and 600 feet north of Rosecrans Avenue. The nearest residential uses are the single-family homes that are located approximately 600 feet west of the project site, west of the I-710 Freeway in the City of Lynwood. The proposed billboard will only occupy 100

square feet of land area. Due to the nature of the project and its distance from residential uses, the project will not lead to any division of an existing established neighborhood and no impacts will occur. The project site is currently undeveloped and covered over in dirt, grass, debris and ruderal vegetation. The proposed project will not cause a significant environmental impact due to a conflict with any land use plan, policy, or regulation adopted for the purpose of avoiding or mitigating an environmental effect and no impacts will occur.

Tribal Cultural Resources

The digital billboard would be located within an urbanized area of Paramount, and there is a limited likelihood that artifacts will be encountered. The drilling for the billboard's support will be 25 feet and the diameter will be approximately five feet. The entire City is located within the cultural area that was formerly occupied by the Gabrieleño-Kizh. Although the surrounding area has been subject to disturbance to accommodate the existing roadways and development, the project site is situated in an area of high archaeological significance. As a result, the following mitigation is required:

The project applicant will be required to obtain the services of a qualified Native American Monitor(s) during construction-related ground disturbance activities. Ground disturbance is defined by the Tribal Representatives from the Gabrieleño Band of Mission Indians, Kizh Nation as activities that include, but are not limited to, pavement removal, pot-holing or auguring, boring, grading, excavation, and trenching, within the project site. The monitor(s) must be approved by the tribal representatives and will be present onsite during the construction phases that involve any ground-disturbing activities.

Conclusion

In summary, the proposed billboard sign will be directed to a freeway that is located on the western fringe of Paramount. The development agreement will ensure lighting will not be allowed to be a nuisance to surrounding neighborhoods. Additionally, a percentage of advertising time dedicated to the promotion of community events will benefit the City, as will a revenue sharing agreement with the applicant.

RECOMMENDED ACTION

It is recommended that the City Council read by title only, waive further reading, introduce Ordinance No. 1133, and place it on the next regular agenda for adoption.

CITY OF PARAMOUNT
LOS ANGELES COUNTY, CALIFORNIA

ORDINANCE NO. 1133

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF PARAMOUNT APPROVING DEVELOPMENT AGREEMENT NO. 20-1 WITH DWAYNE DEROSE/DEROSE CO, LLC DBA DEROSE DISPLAYS FOR THE CONSTRUCTION, INSTALLATION, AND OPERATION OF A FREEWAY-ORIENTED DIGITAL BILLBOARD ON VACANT LAND NORTH OF ROSECRANS AVENUE, BETWEEN THE LOS ANGELES RIVER AND 710-FREEWAY [ASSESSOR PARCEL NUMBER 6236-035-013] IN THE M-2 (HEAVY MANUFACTURING) ZONE

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

SECTION 1. **Purpose and Findings.** The City Council finds and declares as follows:

- A. California Constitution Article XI, Section 7, enables the City of Paramount ("the City") to enact local planning and land use regulations; and
- B. The authority to adopt and enforce zoning regulations is an exercise of the City's police power to protect the public health, safety, and welfare; and
- C. The City desires to ensure that development occurs in a prudently effective manner, consistent with the goals and objectives of the General Plan as updated and adopted by the City Council on August 7, 2007 and reasonable land use planning principles; and
- D. The California Outdoor Advertising Act, Business and Professions Code, Section 5200, et. seq. encourages local entities and display owners to enter into agreements which allow local entities to continue development in a planned manner without expenditure of public funds while allowing the continued maintenance of private investment and a medium of public communications; and
- E. The California Outdoor Advertising Act specifically empowers, and encourages, local agencies to enter into agreements on whatever terms are agreeable to the City and display owners and to adopt ordinances and resolutions providing for displays; and
- F. Chapter 44, Article IX, Section 44-81 of the Paramount Zoning Code implements the General Plan by allowing the development of Freeway-Oriented Digital Billboards, subject to approval of a Development Agreement by the City; and

- G. The Planning Commission held a duly noticed public hearing on July 14, 2020 at which time it considered all evidence presented, both written and oral, and at the end of the hearing voted to adopt Resolution No. PC 20:020, recommending that the City Council adopt this Ordinance; and
- H. The City Council held a duly noticed public hearing on this Ordinance on August 4, 2020, at which time it considered all public testimony pro and con as well as materials in the staff report and accompanying documents, all of which materials constitute the record of such hearing and finds that:
1. The proposed Freeway-Oriented Digital Billboard is consistent with the City's General Plan objectives, policies, and programs.
 2. The proposed Freeway-Oriented Digital Billboard is compatible with Chapter 44, Article IX, Section 44-81 of the Paramount Zoning Code which implements the General Plan by allowing the development of a Freeway-Oriented Digital Billboard, subject to approval of a Development Agreement by the City on the real property which it will be located.
 3. The proposed Development Agreement is in conformity with and will promote public convenience, general welfare, and good land use practice.
 4. The proposed Development Agreement will not be detrimental to the health, safety, and general welfare within the City.
 5. The proposed Development Agreement will not adversely affect the orderly development of the property or the preservation of property values.
 6. The proposed Development Agreement will promote and encourage the development of the proposed Site by providing a greater degree of requisite certainty for the developer.
 7. The proposed Development Agreement is consistent with the California Outdoor Advertising Act, Business and Professions Code, Section 5200, et. seq.

SECTION 2. The City Council approves the Development Agreement by and between the City of Paramount and DeRose Co, LLC dba DeRose Displays regarding the construction of the Freeway-Oriented Digital Billboard, as set forth in Exhibit "A", attached hereto and incorporated as if fully set forth herein and the Mayor is authorized to sign it on behalf of the City.

SECTION 3. California Environmental Quality Act (CEQA). The City Council adopted a Mitigated Negative Declaration and Mitigation Monitoring and Reporting Program relative to the Ordinance and the development agreement.

SECTION 4. If any section, subsection, subdivision, sentence, clause, phrase or portion of this Ordinance, is for any reason held to be invalid or unconstitutional by the decision of any court of competent jurisdiction, such decision shall not affect the validity of the remaining portions of this Ordinance. The City Council hereby declares that it would have adopted this Ordinance and each section, subsection, subdivision, sentence, clause, phrase, or portion thereof, irrespective of the fact that any one or more sections, subsections, subdivisions, sentences, clauses, phrases, or portions thereof be declared invalid or unconstitutional.

SECTION 5. This Ordinance shall be certified as to its adoption by the City Clerk and shall be published once in the Paramount Journal within 15 days after its adoption together with the names and members of the City Council voting for and against the Ordinance.

PASSED, APPROVED and ADOPTED by the City Council of the City of Paramount this 1st day of September 2020.

Peggy Lemons, Mayor

ATTEST

Heidi Luce, City Clerk

EXHIBIT “A”
FREEWAY-ORIENTED DIGITAL BILLBOARD
DEVELOPMENT AGREEMENT NO. 20-1

THIS FREEWAY-ORIENTED DIGITAL BILLBOARD DEVELOPMENT AGREEMENT (“Agreement”) is entered into as of this ____ day of ____, the “Effective Date”), by and between the CITY OF PARAMOUNT, a California Municipal Corporation (“City”), and DeRose Co, LLC dba DeRose Displays, a California limited liability company (“Company”). Hereinafter City and Company are sometimes referred to as “Party” or collectively as “Parties.”

RECITALS

WHEREAS, California Constitution Article XI, Section 7, enables the City of Paramount (“the City”) to enact local planning and land use regulations; and

WHEREAS, the authority to adopt and enforce zoning regulations is an exercise of the City’s police power to protect the public health, safety, and welfare; and

WHEREAS, the City desires to ensure that development occurs in a prudently effective manner, consistent with the goals and objectives of the General Plan as updated and adopted by the City Council on August 7, 2007 and reasonable land use planning principles; and

WHEREAS, the California Outdoor Advertising Act, Business and Professions Code, Section 5200, et. seq. encourages local entities and display owners to enter into agreements which allow local entities to continue development in a planned manner without expenditure of public funds while allowing the continued maintenance of private investment and a medium of public communications;

WHEREAS, the California Outdoor Advertising Act specifically empowers, and encourages, local agencies to enter into agreements on whatever terms are agreeable to the City and display owners and to adopt ordinances and resolutions providing for displays;

WHEREAS, Chapter 44, Article IX, Section 44-81 of the Paramount Municipal Code implements the General Plan by allowing the development of Freeway-Oriented Digital Billboards, subject to approval of a Development Agreement by the City;

WHEREAS, Company desires to construct one Freeway-Oriented Digital Billboard incorporating a changeable Message Display Center, consistent with the requirements of the Paramount Zoning Ordinance;

WHEREAS, the City Council of the City of Paramount has found that this Agreement is in the public interest of the City and its residents. Adopting this Agreement constitutes a present exercise of the City's police power, and this Agreement is consistent with the City's General Plan and Zoning Ordinances.

WHEREAS, City and Company now wish to enter into this Development Agreement ("Agreement") to memorialize the terms and conditions upon which Company will have the right to construct and maintain a new Freeway-Oriented Digital Billboard.

NOW, THEREFORE, in consideration of the foregoing Recitals, which Recitals are incorporated herein by reference, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, and consideration of the mutual covenants set forth herein, the Parties hereby agree as follows:

OPERATIVE PROVISIONS

1. Term of Agreement. Unless terminated earlier as provided in this Agreement, this Agreement shall continue in full force and effect for so long as any obligation is owed by either Party pursuant to the terms of this Agreement.

2. Freeway-Oriented Digital Billboard. Company shall be entitled to design, use, construct, operate, service, repair, and maintain from time to time the Freeway-Oriented Digital Billboard with a two-panel changeable Message Display Center on that certain site identified in Attachment "A" attached hereto and incorporated herein by reference ("Site"). The Freeway-Oriented Digital Billboard, including the Message Display Center, shall be designed and constructed in accordance with design and plans per scale drawings, approved by the City and identified in Attachment "B" attached hereto and incorporated herein by reference. Said design and plans shall also include maximum height and size standards for the Freeway-Oriented Digital Billboard. Company further agrees to place the City Logo on the Freeway-Oriented Digital Billboard as shown in the scale drawings in Attachment "B". Such logo shall measure per scale drawings identified in Attachment "B" and shall always be sufficiently illuminated at all hours and maintained by Company as part of its customary maintenance of the Freeway-Oriented Digital Billboard.

3. Condition Precedent. This Agreement is conditioned upon Company, and/or its successor's or assigns, obtaining within a period of one (1) year from the date of this Agreement, on such terms and conditions as shall be approved by Company, from all governmental agencies and authorities (including but not limited to the City) all licenses,

permits, approvals and consents to design, use, construct, operate, service and maintain the Freeway-Oriented Digital Billboard on the site.

City agrees, to the extent legally capable, at no expense or liability to City, to cooperate and aid Company in obtaining all necessary licenses, permits, approvals and consents to enable Company to design, construct, operate, use and maintain the Freeway-Oriented Digital Billboard. In this regard, if requested by Company, and to the extent legally capable by City, City agrees to join in and cooperate with Company in processing future applications to Caltrans and/or other governmental agencies to aid and facilitate obtaining said approvals and the necessary electrical installation

4. Dimmers and Energy. Company shall purchase electrical power from 100% renewable sources as available from the local electricity provider. An automatic dimming system shall be installed to reduce the intensity of the light emitting from the Message Display Center during operations between sunset and sunrise. Maximum lighting levels shall be:

Daytime (Sunrise to Sunset): 7500 lumens per square meter
Nighttime (Sunset to Sunrise): 500 lumens per square meter

5. Maintenance of the Site and Advertising Structure. Company shall maintain the Site and the Freeway-Oriented Digital Billboard in good condition. Company shall allow no noxious weeds to go to seed and shall keep the Site free of weeds, grasses, debris and vermin. Any graffiti found on the Site or on the Freeway-Oriented Digital Billboard shall be removed within 24 hours of notification.

6. Promotion of City Events. As further consideration for City's Agreement to allow Company to develop the Freeway-Oriented Digital Billboard, City shall be entitled to place public service announcements on the Message Display Center, provided, however, that such public service announcements shall be limited to civic public service messages, including those sponsored by private organizations as approved by the City (hereinafter "Public Service Messages"). The term Public Service Message shall expressly exclude any message advertising any business, company or event where such message would have a direct and tangible economic benefit to a private, for-profit company. City shall be entitled to post Public Service Messages at a guaranteed minimum rate of five percent (5%) of each minute and up to ten percent (10%) on a space-available basis on the Message Display Center on a continuous basis. Notwithstanding the foregoing should City not utilize its allotment of advertising space, Company shall be entitled to lease that time for other advertising purposes consistent with section 9 below. For all Public Service Messages, City shall be responsible for providing Company with the advertising copy and artwork. Company shall not be responsible for producing or substantially modifying any advertising copy for a Public Service Message and shall

display the Public Service Message no more than 48 hours after receipt and approval of advertising copy. Company's obligation to provide and display Public Service Messages shall survive termination of this Agreement and shall remain in full force and effect until removal of the Freeway-Oriented Digital Billboard.

7. Revenue Share. Company, as further consideration for the City's Agreement to allow Company to develop the Freeway-Oriented Digital Billboard, and as an express condition precedent to City granting final approval of the project, hereby agrees to pay City an initial \$52,500 payment representing one-half of the ("year one payment") no later than six (6) months after the date the City gives written notice to Company of the City's final Paramount Building and Safety Division inspection approval of the completed Freeway-Oriented Digital Billboard project ("anniversary date"). Thereafter, Company hereby agrees to pay City a \$52,500 payment representing the balance of the year one payment no later than twelve (12) months after the anniversary date. The amount of the \$105,000 payment from Company to City represents the anniversary payment. Thereafter, and beginning in year two, Company shall pay a fixed three percent (3%) adjusted increase to the anniversary payment for each of the following three (3) anniversary payments on the anniversary date. For purposes of illustration, beginning in year two of the anniversary date, Company shall pay City the anniversary payment of \$107,635.00 (representing the 3% adjusted increase). Beginning in year three of the anniversary date, Company shall pay City the anniversary payment of \$110,864.05. Beginning in year four of the anniversary date, Company shall pay City the anniversary payment of \$114,190.00. Beginning on the fifth anniversary date, the anniversary payment shall then be adjusted annually on the same anniversary date each year according to the changes in the regional Consumer Price Index, All Items for all Urban Consumers (CPI-U) for the previous 12 months. At no time shall the anniversary payment decrease in the amount from a previous year. If there is a first and last partial calendar year during the term of the Agreement, the amount payable shall be prorated on the basis of a 365-day year. The commencement and schedule of payment for the Revenue Share to the City shall be memorialized in a letter to be exchanged by the Parties.

8. Indemnity. Company, as material part of the consideration to be rendered to City under this Agreement, shall indemnify the City, and its respective elected and appointed officers, agents and employees, and any successors or assigns to the City's rights under this Agreement (collectively "City Parties") free and harmless from any and all actions, suits, claims, damages to persons or property, losses, costs, penalties, obligations, errors, omissions or liabilities, (hereinafter "Indemnified Claims and Liabilities") that may be asserted or claimed by any person, firm or entity arising out of or in connection with construction, use and maintenance of the Outdoor Advertising Display by Company, its officers, agents and employees (collectively "Company Parties"), but only to the extent any such Indemnified Claims and Liabilities arise from (a) the failure of the

Company to keep the Outdoor Advertising Display in good condition and repair, (b) the negligent acts or omissions of the Company hereunder, or (c) the Company's negligent performance of or failure to perform any term or covenant of this Agreement, and in connection with the foregoing indemnity:

a. Company shall defend any action or actions filed in connection with any of said Indemnified Claims and Liabilities and will pay all costs and expenses, including legal costs and attorneys' fees incurred in connection therewith;

b. Company shall promptly pay any judgment rendered against the City and the City Parties for any such Indemnified Claims and Liabilities; and Company shall save and hold the City and the City Parties harmless therefrom; and

c. In the event the City Parties are made a party to any action or proceeding filed or prosecuted against the Company Parties for such Indemnified Claims and Liabilities, Company shall pay to the City any and all costs and expenses incurred by the City Parties in such action or proceeding, including but not limited to, legal costs and attorneys' fees.

d. Should the City or the Company become aware and/or receive from a third party a claim or demand (a "Third Party Claim") that would give rise to a request for indemnification pursuant to this paragraph 8, said Party shall promptly notify the other in writing thereof and furnish to said Party with reasonable specificity written details of the nature of any potential Third Party Claim. No delay in notifying the other Party shall relieve the indemnifying Party from any obligation to indemnify unless (and then solely to the extent) the indemnifying Party is thereby prejudiced.

Notwithstanding any other provision of the Agreement, Company's indemnification obligations as set forth in this Agreement shall survive the termination of this Agreement and shall continue for a period of five (5) years from the termination thereof. Company and City further acknowledge that Company shall not indemnify the City Parties for any Indemnified Claims and Liabilities caused by or arising out of the gross negligence or willful misconduct of the City Parties.

9. Advertising Limitation. Company voluntarily covenants and agrees for itself, its successors and assigns that any advertising displayed on the Message Display Center shall not contain text the subject of which is political, religious, or sexual in nature, or which promotes any product or activity which is prohibited by the laws of the United States, the State of California, or the City of Paramount. For the purposes of this Agreement, text will be deemed (a) "political" if the text espouses any position associated with or having to do with activities or affairs of a government (local, state or federal), politician, or political party; or (b) "religious" if the text espouses any position on any integrated belief system; or (c) "sexual" if the text or pictures advertise, promote or

otherwise exhibits anything (i) pertaining to, affecting or characteristic of sex, the sexes, sex organs or their functions, or (ii) implying or symbolizing erotic desires or sexual activity.

Further, Company voluntarily covenants and agrees for itself, its successors and assigns that any advertising displayed on Message Display Center shall not contain any advertising for distilled spirits or tobacco products of any type, gambling or gambling services. Notwithstanding the foregoing, gambling establishments may advertise non-gaming/gambling services. City further reserves the right to object to any other advertising that may be considered detrimental to the image of the City. In such cases only, City shall inform Company in writing of the offensive advertising and request that it be removed. Company shall endeavor to cooperate with the City in assuring the removal of such advertising when such removal does not breach any existing contract or lease agreement held by Company.

10. Default Remedies. Failure of the Company to perform any action or covenant required by this Agreement within the time periods provided herein following notice and failure to cure as described hereafter constitutes "Default" under this Agreement. City shall provide written notice of Default to the Company specifying the Default complaint of. The City shall not institute any proceeding against the Company, and the Company shall not be in Default if within thirty (30) days from receipt of such notice, the Company cures or corrects the Default to the reasonable satisfaction of City.

11. Institution of Legal Actions. In the event that the Company fails to cure or correct any Default, the City may (i) terminate this Agreement (ii) institute an action at law or equity against the Company to seek specific performance of the terms of this Agreement, or to cure, correct, or remedy any Default, to recover damages for any Default, to recover the specified amounts due for failure to comply with the terms of this Agreement, or to obtain any other remedy consistent with the purpose of this Agreement.

12. General Provisions.

a. Assignment. Company may only assign or otherwise transfer this Agreement to any other person, firm, or entity, upon presentation to the City of an assignment and assumption agreement in a form reasonable acceptable to the City Attorney and receipt of the City's written approval of such assignment or transfer by the City Manager; provided, however, that Company may, from time to time and one or more times, assign this Agreement to one or more persons or entities without City approval, but with written notice to the City, as long as Company, or entities owned or controlled by it have and maintain at least a twenty-five percent (25%) ownership interest in such entities who are the assignees or transferees. After a transfer or assignment as permitted by this Section, the City shall look solely to such assignee or transferee for compliance with the provisions of this Agreement which have been assigned or transferred.

b. Waiver. The waiver by any Party of any breach of any term, covenant or condition herein contained shall not be deemed to be a waiver of any other term, covenant or condition herein contained shall not be deemed to be a waiver of any other term, covenant or condition, or of any subsequent breach of the same term, covenant or condition.

c. Notices. All notices and other communications required or permitted to be given hereunder shall be in writing and shall be sent by: (a) certified or registered mail, postage pre-paid, return receipt requested, (b) personal delivery, or (c) a recognized overnight carrier that provides proof of delivery, and shall be addressed as follows:

If to Company:

If to City:

City of Paramount
Attn: Planning Director
16400 Colorado Avenue
Paramount, CA 90723

With a Copy to:

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

Notices shall be deemed effective upon receipt or rejection only.

d. Authority to Enter Agreement. All Parties have the requisite power and authority to execute, deliver and perform the Agreement. All Parties warrant that the individuals who have signed the Agreement have the legal power, right, and authority to make this Agreement and bind each respective Party.

e. Amendment/Modification. No supplement, modification, or amendment of this Agreement shall be binding unless executed in writing and signed by all Parties.

f. Attorneys' Fees. In the event of litigation between the Parties arising out of this Agreement, the prevailing Party shall be entitled to recover its reasonable attorneys' fees and other costs and expenses incurred, including attorneys' fees on appeal, and all other reasonable costs and expenses for investigation of such action, including the conducting of discovery, in addition to whatever other relief to which it may be entitled.

g. Time of the Essence. Time is of the essence of each provision of this Agreement.

h. Miscellaneous. This Agreement embodies the entire Agreement between the Parties and supersedes any prior or contemporaneous understandings between the Parties related to the Agreement. In the event of a dispute between the Parties hereto, the prevailing Party shall be entitled to recover its attorney's fees and other costs and expenses incurred in connection therewith, whether or not suit is filed or is pursued to judgment and including any such fees or costs incurred in connection with any appeal, or any bankruptcy proceeding. If any provision of this Agreement is held to be invalid, the balance shall remain binding upon the Parties. This Agreement shall be interpreted in accordance with its plain meaning, and not in favor of or against either Party. This Agreement shall be construed according to the laws of the State of California.

i. Counterparts. This Agreement may be signed in counterparts, each of which shall constitute an original.

IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed on the date set forth below.

“CITY”
CITY OF PARAMOUNT

ATTEST:

By: _____
Peggy Lemons, Mayor

By: _____
Heidi Luce, City Clerk

APPROVED AS TO FORM:

By: _____
John C. Cavanaugh, City Attorney

“COMPANY”

By: _____
Its: _____

ATTACHMENT "A"
SITE
(Legal Description)

For APN/Parcel ID(s): 6236-035-013

THE LAND REFERRED TO HEREIN BELOW IS SITUATED IN THE CITY OF PARAMOUNT, COUNTY OF LOS ANGELES, STATE OF CALIFORNIA AND IS DESCRIBED AS FOLLOWS:

ALL THOSE PORTIONS OF LOTS 16 AND 17, IN BLOCK "E" OF TRACT NO. 11342, IN THE CITY OF PARAMOUNT, COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, AS PER MAP RECORDED IN BOOK 203, PAGES 38 AND 39 OF MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY, LYING SOUTHEASTERLY OF THE LAND CONDEMNED TO THE STATE OF CALIFORNIA BY FINAL ORDER OF CONDEMNATION RECORDED SEPTEMBER 6, 1996, AS INSTRUMENT NO. 96-1474376, OFFICIAL RECORDS.

EXCEPT THEREFROM THE MINERALS, OIL, GAS, AND OTHER HYDROCARBON SUBSTANCES LYING BELOW THE SURFACE OF SAID LAND.

ATTACHMENT "B" DESIGN AND PLANS PER SCALE DRAWINGS



INITIAL STUDY & MITIGATED NEGATIVE DECLARATION

DIGITAL BILLBOARD DEVELOPMENT AGREEMENT NO. 20-1 DEVELOPMENT REVIEW APPLICATION NO. 20:007



LEAD AGENCY:
CITY OF PARAMOUNT
16400 COLORADO AVENUE
PARAMOUNT, CALIFORNIA 90723

REPORT PREPARED BY:
BLODGETT BAYLOSIS ENVIRONMENTAL PLANNING
2211 SOUTH HACIENDA BOULEVARD, SUITE 107
HACIENDA HEIGHTS, CALIFORNIA 91745

MAY 19, 2020

PARA 096

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MITIGATED NEGATIVE DECLARATION

PROJECT NAME: Digital Billboard. Development Agreement No. 20-1 & Development Review Application No. 20:007

APPLICANT: Dwayne DeRose, DeRose Displays, 170 E. Yorba Linda Boulevard # 500, Placentia, California, 92870.

PROJECT LOCATION: The proposed digital billboard will be located within the northwestern portion of the City of Paramount. The location of the proposed billboard will be approximately 200 feet east of the I-710 Freeway and 600 feet north of Rosecrans Avenue. The Assessor's Parcel No. (APN) is 6236-035-013

CITY AND COUNTY: Paramount, Los Angeles County.

DESCRIPTION: The proposed project involves the installation and operation of a single digital billboard within the northwestern portion of the City of Paramount. The billboard will be a V-shaped billboard structure that will feature two opposing billboard faces which will be oriented towards the northeast and southwest. The entire billboard structure will have a height of 45 feet and the billboard faces will have a length of 48 feet and a height of 14 feet.

FINDINGS: The environmental analysis provided in the attached Initial Study indicates that the proposed project will not result in any significant adverse immitigable environmental impacts. For this reason, the City of Paramount ("City") determined that a *Mitigated Negative Declaration* is the appropriate document required pursuant to the California Environmental Quality Act ("CEQA"). The following findings may also be made based on the analysis contained in the attached Initial Study:¹

- The proposed project *will not* have the potential to substantially degrade the quality of the environment, substantially reduce the habitat of a fish or wildlife species, cause a fish or wildlife population to drop below self-sustaining levels, threaten to eliminate a plant or animal community, substantially reduce the number or restrict the range of a rare or endangered plant or animal or eliminate important examples of the major periods of California history or prehistory.
- The proposed project *will not* have impacts that are individually limited, but cumulatively considerable.
- The proposed project *will not* have environmental effects which will cause substantial adverse effects on human beings, either directly or indirectly.

The environmental analysis is provided in the attached Initial Study. The project is also described in greater detail in the attached Initial Study.

John King, AICP. Assistant Planning Director City of Paramount

Date

¹ California, State of. *Title 14. California Code of Regulations. Chapter 3. Guidelines for the Implementation of the California Environmental Quality Act.* as Amended 1998 (CEQA Guidelines). §15065.

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SECTION 1 INTRODUCTION

1.1 PURPOSE OF THE INITIAL STUDY

The proposed project involves the installation and operation of a single digital billboard within the northwestern portion of the City of Paramount. The project Applicant is Dwayne DeRose, DeRose Displays, 170 E. Yorba Linda Boulevard # 500, Placentia, California, 92870. As part of the proposed project's environmental review, the City authorized the preparation of this Initial Study.² Although this Initial Study was prepared with consultant support, the analysis, conclusions, and findings made as part of its preparation fully represent the independent judgment and analysis of the City, in its capacity as the Lead Agency. The primary purpose of CEQA is to ensure that decision-makers and the public understand the environmental impacts of the proposed project and that decision-makers have considered such impacts before considering approval of the project. Pursuant to Section 15063(c) of the CEQA Guidelines, the purposes of this Initial Study include the following:

- To provide the City information to use as the basis for deciding whether to prepare an environmental impact report (EIR), mitigated negative declaration, or negative declaration;
- To facilitate the project's environmental assessment early in the design and development of the project;
- To eliminate unnecessary EIRs;
- Assist in the preparation of an EIR if one is required;
- Provide documentation of the factual basis for the finding in a negative declaration that a project will not have a significant effect on the environment;
- To enable modification of the project to mitigate adverse impacts of the project; and,
- Determine whether a previously prepared EIR could be used with the project.

The City also determined, as part of this Initial Study's preparation, that a Mitigated Negative Declaration is the appropriate environmental document for the project's environmental review pursuant to CEQA. This Initial Study and the *Notice of Intent to Adopt a Mitigated Negative Declaration* will be forwarded to responsible agencies, trustee agencies, and the public for review and comment. A 250-day public review period will be provided to allow these agencies and other interested parties to comment on the proposed project and the findings of this Initial Study.³ Questions and/or comments should be submitted to the following City staff person:

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

² California, State of. *Title 14. California Code of Regulations. Chapter 3. Guidelines for the Implementation of the California Environmental Quality Act.* as Amended 1998 (CEQA Guidelines). §15050.

³ Ibid. §15060 (b).

1.2 INITIAL STUDY'S ORGANIZATION

The following annotated outline summarizes the contents of this Initial Study:

- *Section 1 Introduction*, provides the procedural context surrounding this Initial Study's preparation and insight into its composition. This section also includes a checklist that summarizes the findings of this Initial Study.
- *Section 2 Project Description*, provides an overview of the existing environment as it relates to the project site and describes the proposed project's physical and operational characteristics.
- *Section 3 Environmental Analysis*, includes an analysis of potential impacts associated with the proposed project's installation and the subsequent operation.
- *Section 4 Conclusions*, indicates the conclusions of the environmental analysis and the Mandatory Findings of Significance.
- *Section 5 References*, identifies the sources used in the preparation of this Initial Study.



SECTION 2 PROJECT DESCRIPTIONS

2.1 PROJECT OVERVIEW

The proposed project involves the installation and operation of a single digital billboard within the northwestern portion of the City of Paramount. The billboard will be a V-shaped billboard structure that will feature two opposing billboard faces which will be oriented towards the northeast and southwest. The entire billboard structure will have a height of 45 feet. The billboard faces will have a length of 48 feet and a height of 14 feet. The project is described in greater detail in Section 2.4.

2.2 PROJECT LOCATION

The proposed digital billboard will be located in the northwestern portion of the City of Paramount. The City of Paramount is located in the southwestern portion of Los Angeles County, approximately 12 miles southeast of downtown Los Angeles. Paramount is generally bounded by South Gate and Downey on the north; the Los Angeles River, Lynwood, Compton, and unincorporated areas of Rancho Dominguez on the west; Long Beach and Bellflower to the south; and Bellflower and Downey on the east. Regional access to the project site is provided by the Long Beach Freeway (I-710), located approximately 200 feet west of the project site, the Glenn Anderson Freeway (I-105), located approximately one-half mile north of the project site, and the Artesia Freeway (SR-91), located two miles south of the project site.⁴

The location of the proposed billboard will be approximately 200 feet east of the I-710 Freeway and 600 feet north of Rosecrans Avenue. The proposed digital billboard will be located within a parcel that has corresponding Assessor's Parcel Number (APN) 6236-035-013.⁵ This parcel is located on a strip of land that is located in between the I-710 Freeway and the Los Angeles River. The location of Paramount in a regional context is shown in Exhibit 2-1. The project site's location within the City is shown in Exhibit 2-2. Finally, an aerial local map is provided in Exhibit 2-3.

2.3 ENVIRONMENTAL SETTING

The project site is located within a strip of land that is located between the I-710 Freeway and the Los Angeles River. The project site and the strip of land on which it is located is currently undeveloped and covered over in dirt, grass, debris and ruderal vegetation. Existing uses found in the vicinity of the project site are summarized below.⁶

- *North of the Project Site.* As displayed in Exhibit 2-3, the I-710 Freeway extends in a northeast-southwest orientation north of the project site. Residential uses are located north of the aforementioned segment of the I-710 Freeway. The I-105 Freeway is located approximately one-half mile north of the project site.

⁴ Google Maps. Website accessed on March 9, 2020.

⁵ Los Angeles County Assessor. *Parcel Viewer*. Website Accessed on March 6, 2020.

⁶ Blodgett Baylosis Environmental Planning. *Site Survey*. Survey conducted on March 16, 2020.

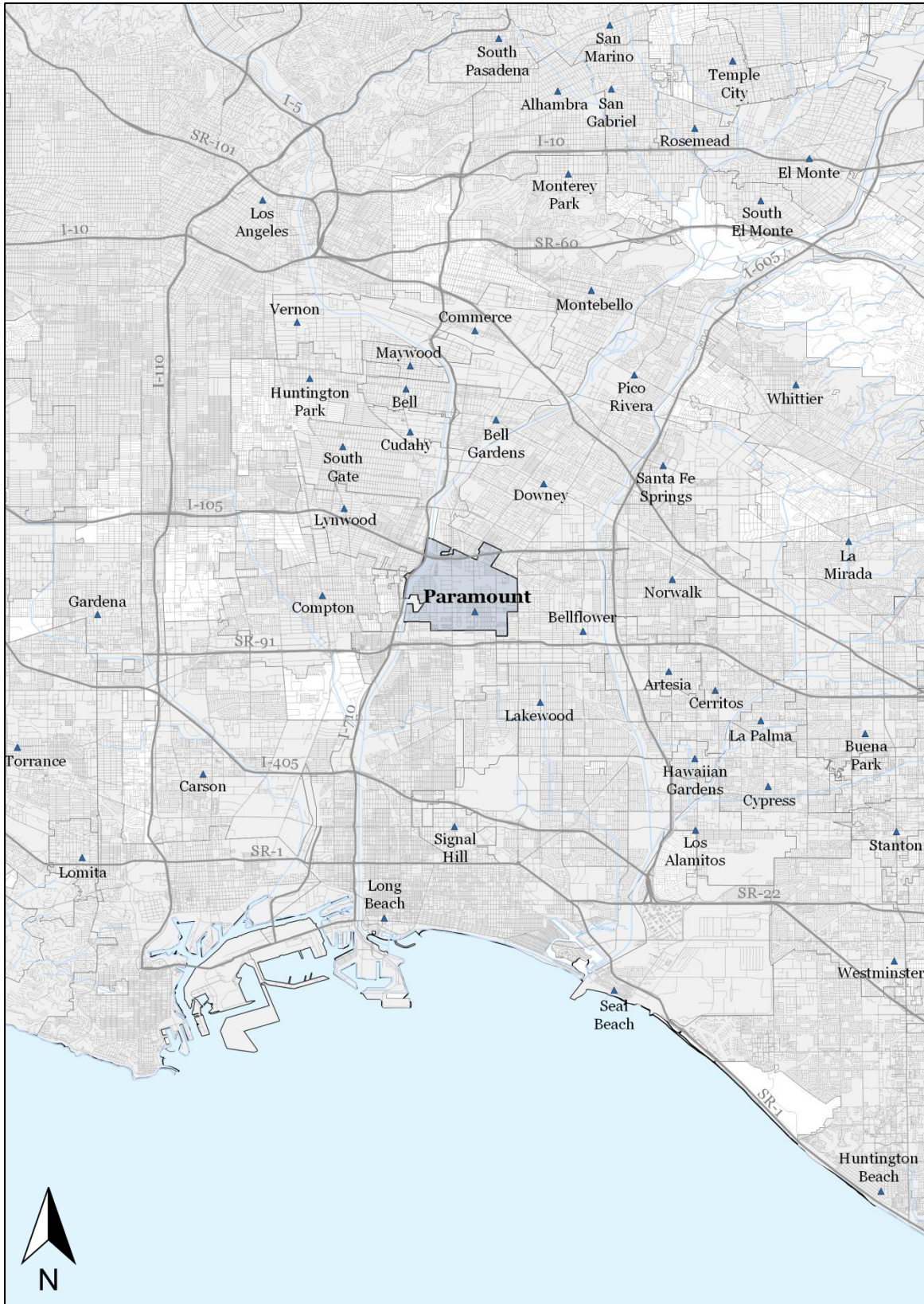


EXHIBIT 2-1
REGIONAL MAP
SOURCE: QUANTUM GIS

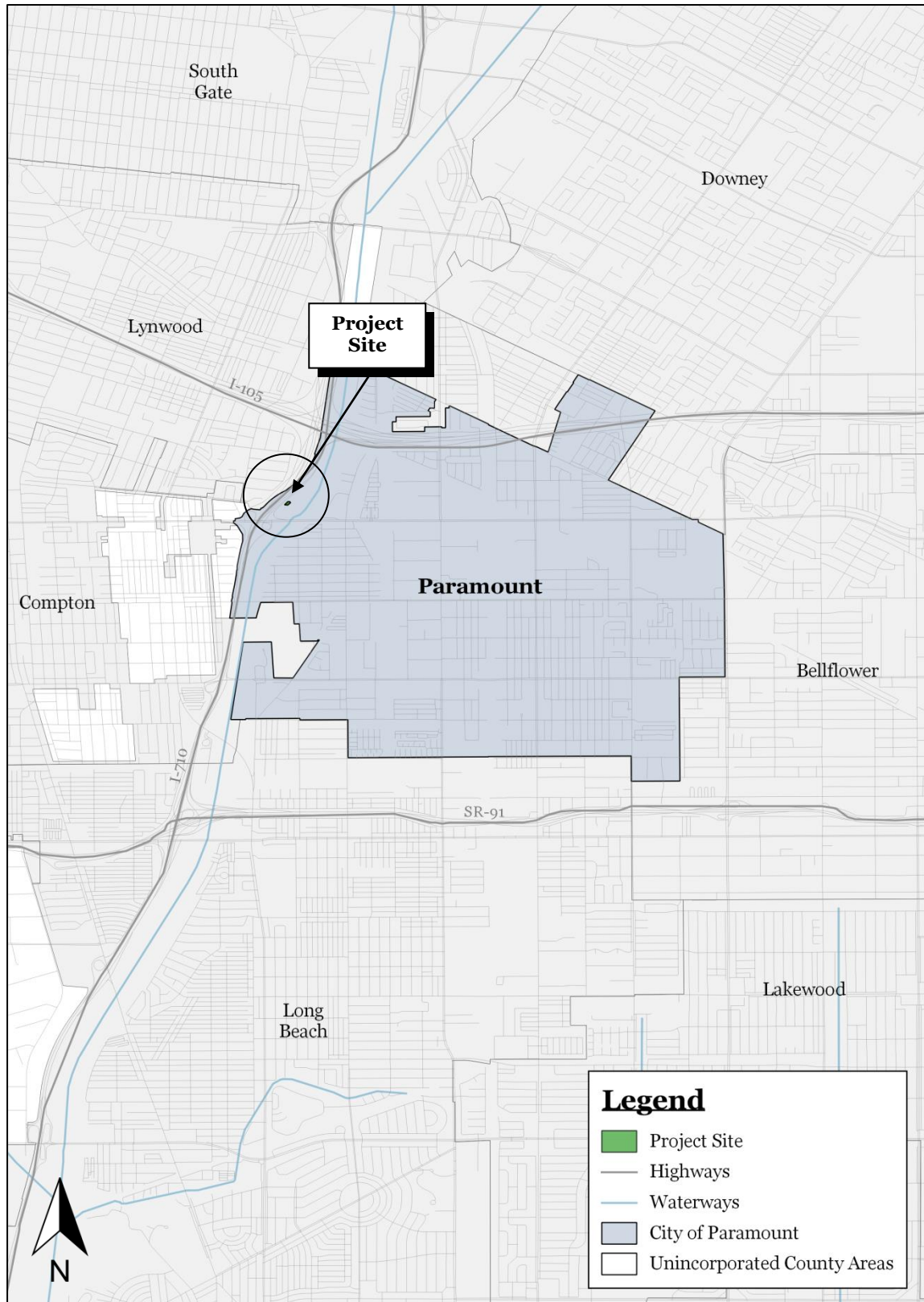


EXHIBIT 2-2
CITYWIDE MAP
SOURCE: QUANTUM GIS

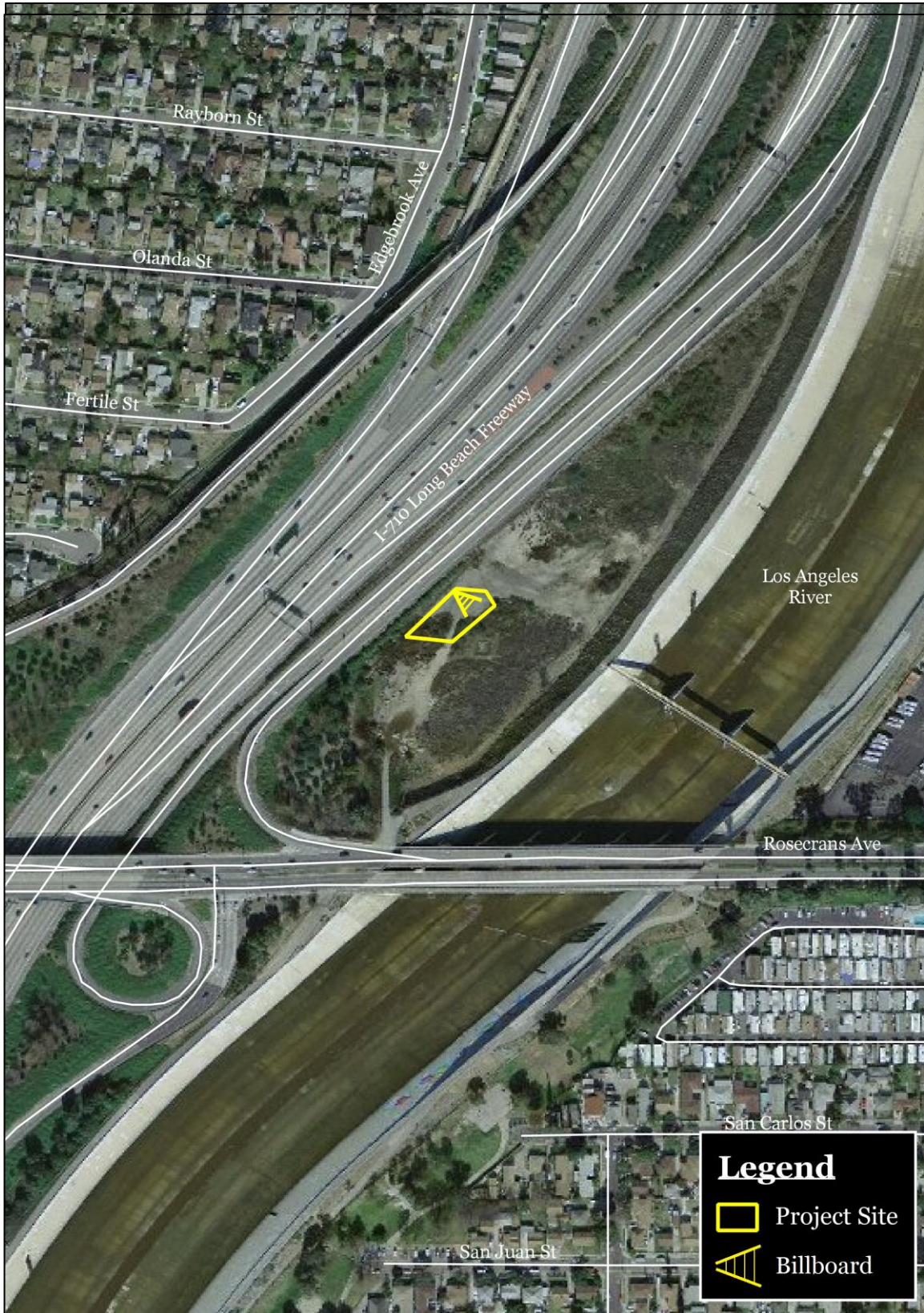


EXHIBIT 2-3
LOCAL MAP
SOURCE: QUANTUM GIS

- *South of the Project Site.* As previously mentioned, the project site is located within a strip of land that is located between the I-710 Freeway and the Los Angeles River. The land that is located south of the project site is currently undeveloped and covered over in dirt, grass, debris and ruderal vegetation. Rosecrans Avenue is located approximately 600 feet south of the project site. As displayed in Exhibit 2-3, the Los Angeles River Freeway extends in a northeast-southwest orientation south of Rosecrans Avenue. Ralph C. Dills Park and residential uses are located south of the aforementioned segment of the Los Angeles River.
- *East of the Project Site.* As previously mentioned, the project site is located within a strip of land that is located in between the I-710 Freeway and the Los Angeles River. The land that is located east of the project site is currently undeveloped and covered over in dirt, grass, debris and ruderal vegetation. The Los Angeles River is located approximately 500 feet east of the project site. Industrial uses are located east of the Los Angeles River and mobile home uses are located approximately 0.35 miles east of the project site.
- *West of the Project Site.* The I-710 Freeway is located west of the project site. Residential uses are located west of the I-710 Freeway.

2.4 PROJECT DESCRIPTION

2.4.1 PHYSICAL CHARACTERISTICS OF THE PROPOSED PROJECT

The proposed project involves the installation and operation of a single digital billboard within the northwestern portion of the City of Paramount. The billboard will be placed near the northern portion of the parcel and will have a height of 45 feet. The billboard will be a V-shaped billboard structure that will feature two opposing billboard faces which will be oriented towards the northeast and southwest. The billboard faces will have a length of 48 feet and a height of 14 feet. The rendering for the proposed digital billboard is shown in Exhibits 2-4. The proposed project will involve the following elements:⁷

- The aluminum pole cover with textured gray finish is proposed to be six feet wide by 6 feet deep by 10 feet tall (6' wide x 6' deep x 10' tall). The internal aluminum angle frame is proposed to be 1.5 inches by 1.5 inches by 3/16 inches (1.5" x 1.5" x 3/16").
- The background structural is proposed to be five feet wide by five feet deep by 13 feet tall (5' wide x 5' deep x 13' tall) and is to be aluminum with smooth navy blue finish on all sides. The artist's laser cut aluminum design is proposed to be attached to the front and back faces only.
- The aluminum pole cover with textured medium gray finish is proposed to be five feet wide by five feet deep by eight feet tall (5' wide x 5' deep x 8' tall) and the top 2 feet would extend up the past the blue accent blade. The internal aluminum angle frame is proposed to be 1.5 inches by 1.5 inches by 3/16 inches (1.5" x 1.5" x 3/16") with a four-inch square accent pop-out at the bottom of the section. The top section is proposed to be 68 inches long and textured and painted to match the dark gray base.

⁷ Equity Sign Group. *DeRose Displays*. January 15, 2020.



EXHIBIT 2-4
DIGITAL BILLBOARD RENDERING
SOURCE: DEROSE DISPLAYS

- The 48-inch tall x 84-inch wide illuminated city logo sign cabinet is proposed to be a full color graphic face panel with 5-inch deep black returns and internal white LED illumination.
- The internal steel angle iron brackets are proposed to be bolted to the aluminum frame of the pole cover so that the framing can be welded to pipe in field.
- Light blue aluminum accents are proposed to be mounted to I-beams below the LED boards and will be approximately one foot setback from the face of the LED boards.
- Two sets of "City of Paramount" to be individual illuminated pan channel letters mounted to accent band. The white faces will have black 5-inch deep returns and a one-inch white trimcap perimeter around letters with white LED illumination.
- A 2-foot by 73-inch "DeRose Displays" sign is proposed to be mounted to blue fin accents on both sides and internally LED illuminated.

2.4.2 BILLBOARD INSTALLATION CHARACTERISTICS

The materials used in the construction of billboards are manufactured off-site. The billboard components would be transported to the project site where they would be assembled and installed. The installation would be subject to the City's Municipal Code requirements including all necessary permits and inspections as required by the City. The installation for the billboard will occur over a three-to five-day period and would include the following activities:

- *Task One:* The footings for the billboard structure are completed. The estimated column depth for the billboard's support will be 25 feet and the diameter will be 5.5 feet. This results in an export of 22 cubic yards of dirt for the billboard. In addition to the drilling rig, the construction team uses a skip loader (bucket truck), dump truck for soil export, and water truck as needed to water down dust. Any excavated areas are required to be fully covered. The construction crew installs the billboard column and then pours the concrete. The crew utilizes a crane truck, a flatbed truck (to carry in the pre-fabricated columns), and a concrete truck. A fast-setting concrete is utilized, allowing the concrete to cure overnight. This task will take one to two days to complete.
- *Task Two:* The crew erects the billboard supports and the billboard. For this construction activity, a crane truck is utilized and a flatbed truck is required to transport the structure and billboard faces. The electrical connections are then installed. This task will take one to two days to complete.
- *Task Three:* The crew completes any other necessary tasks to complete the structure and clean up the project site. Any necessary landscaping repairs and improvements are also made. This task will be completed in one day.

2.5 DISCRETIONARY ACTIONS

The following approvals are required:

- The approval of Development Agreement No. 20-1 for the billboard installation;

- The approval of Development Review Application No. 20:007 for the billboard project; and
- The approval of the Mitigated Negative Declaration (MND) and Mitigation Monitoring and Reporting Program (MMRP).

Other permits required for billboard installation will include, but may not be limited to, building permits and permits for new utility connections.



SECTION 3 ENVIRONMENTAL ANALYSIS

This section of the Initial Study analyzes the potential environmental impacts that may result from the proposed project's implementation. The issue areas evaluated in this Initial Study include the following:

- Aesthetics (§ 3.1);
- Agriculture & Forestry Resources (§ 3.2);
- Air Quality (§ 3.3);
- Biological Resources (§ 3.4);
- Cultural Resources (§ 3.5);
- Energy (§ 3.6);
- Geology & Soils (§ 3.7);
- Greenhouse Gas Emissions (§ 3.8);
- Hazards & Hazardous Materials (§ 3.9);
- Hydrology & Water Quality (§ 3.10);
- Land Use & Planning (§ 3.11);
- Mineral Resources (§ 3.12);
- Noise (§ 3.13);
- Population & Housing (§ 3.14);
- Public Services (§ 3.15);
- Recreation (§ 3.16);
- Transportation (§ 3.17);
- Tribal Cultural Resources (§ 3.18);
- Utilities & Service Systems (§ 3.19);
- Wildfire (§ 3.20); and,
- Mandatory Findings of Significance (§ 3.21).

Under each issue area, a description of the thresholds of significance is provided. These thresholds will assist in making a determination as to whether there is a potential for significant impacts on the environment. The analysis considers both the short-term (construction-related) and long-term (operational) impacts associated with the proposed project's implementation, and where appropriate, the cumulative impacts. To each question, there are four possible responses:

- *No Impact.* The proposed project will not result in any adverse environmental impacts.
- *Less than Significant Impact.* The proposed project may have the potential for affecting the environment, although these impacts will be below levels or thresholds that the City or other responsible agencies consider to be significant.
- *Less than Significant Impact with Mitigation.* The proposed project may have the potential to generate a significant impact on the environment. However, the level of impact may be reduced to levels that are less than significant with the implementation of the recommended mitigation measures.
- *Potentially Significant Impact.* The proposed project may result in environmental impacts that are significant. This finding will require the preparation of an environmental impact report (EIR).

3.1 AESTHETICS

Environmental Issue Areas Examined	Potentially Significant Impact	Less Than Significant Impact With Mitigation	Less Than Significant Impact	No Impact
A. Would the project have a substantial adverse effect on a scenic vista?				✗
B. Would the project substantially damage scenic resources including, but not limited to, trees, rock outcroppings, and historic buildings within a state scenic highway?				✗
C. In non-urbanized areas, would the project substantially degrade the existing visual character or quality of public views of the site and its surroundings (public views are those that are experienced from a publicly accessible vantage point)? If the project is in an urbanized area, would the project conflict with applicable zoning and other regulations governing scenic quality?				✗
D. Would the project create a new source of substantial light or glare which would adversely affect day or nighttime views in the area?			✗	

ANALYSIS OF ENVIRONMENTAL IMPACTS

A. *Would the project have a substantial adverse effect on a scenic vista?* • No Impact.

The proposed project involves the installation and operation of a single digital billboard. The billboard will be a V-shaped billboard structure that will feature two opposing billboard faces which will be oriented towards the northeast and southwest. Views of the San Gabriel Mountains (located 21 miles north of the project site) and of the Puente Hills (located ten miles northeast of the project site) are currently obstructed from view by the existing streetscape and development.⁸ Existing uses found in the vicinity of the project site are summarized below.⁹

- *North of the Project Site.* As displayed in Exhibit 2-3, the I-710 Freeway extends in a northeast-southwest orientation north of the project site. The I-105 Freeway is located approximately one-half mile north of the project site.
- *South of the Project Site.* As previously mentioned, the project site is located within a strip of land that is located in between the I-710 Freeway and the Los Angeles River. The land that is located south of the project site is currently undeveloped and covered over in dirt, grass, debris and ruderal vegetation. Rosecrans Avenue is located approximately 600 feet south of the project site. As displayed in Exhibit 2-3, the Los Angeles River Freeway extends in a northeast-southwest orientation south of Rosecrans Avenue. Ralph C. Dills Park and a residential neighborhood are located southeast of the proposed installation site approximately 350 feet.

⁸ Google Earth. Website accessed March 18, 2019.

⁹ Blodgett Baylosis Environmental Planning. *Site Survey*. Survey conducted on March 16, 2020.

- *East of the Project Site.* The land that is located east of the project site is currently undeveloped and covered over in dirt, grass, debris and ruderal vegetation. The Los Angeles River is located approximately 500 feet east of the project site. Industrial uses are located east of the Los Angeles River and mobile home uses are located approximately 0.35 miles (1,850 feet) east of the project site.
- *West of the Project Site.* The I-710 Freeway is located west of the project site approximately 250 feet.

The proposed billboard will not be in the line-of-sight in between the occupants of any nearby buildings and any potentially visible viewsheds (refer to Exhibit 3-1). The proposed project site is not located near any residential uses that could potentially be affected by an obstruction of views. Once complete, the entire billboard structure will have a height of 45 feet and the billboard faces will have a length of 48 feet and a height of 14 feet. The height of the proposed digital billboard will not be great enough to obstruct those aforementioned viewsheds. In addition, the billboard structure pole will not present a large enough surface area to cause an obstruction of views. As a result, the proposed project will not have an impact on a scenic vista.

B. *Would the project substantially damage scenic resources including, but not limited to, trees, rock outcroppings, and historic buildings within a state scenic highway?* ● *No Impact.*

There are neither rock outcroppings nor historic buildings located on-site of the proposed project site.¹⁰ According to the California Department of Transportation, none of the roadways located near the project site are designated scenic highways and there are no state or county designated scenic highways in the vicinity of the project site.¹¹ As previously mentioned, the project site is currently undeveloped and covered over in dirt, grass, debris and ruderal vegetation. The project site is located within a strip of land that is located in between the I-710 Freeway and the Los Angeles River. Although several trees are located within the project site and the surrounding land, the proposed project will not result in any impact on protected trees or Heritage trees. The billboard will be placed near the northern portion of the parcel, which does not contain any trees (refer to Exhibit 3-3 in Section 3-4). The installation of the proposed digital billboard will not involve the removal of any trees and as a result, no impacts will occur.

C. *In non-urbanized areas, would the project substantially degrade the existing visual character or quality of public views of the site and its surroundings (public views are those that are experienced from a publicly accessible vantage point)? If the project is in an urbanized area, would the project conflict with applicable zoning and other regulations governing scenic quality?*
● *No Impact.*

The proposed project involves the installation and operation of a single digital billboard. The billboard will be a V-shaped billboard structure that will feature two opposing billboard faces which will be oriented towards the northeast and southwest. The entire billboard structure will have a height of 45 feet and the billboard faces will have a length of 48 feet and a height of 14 feet. The project site is currently undeveloped and covered over in dirt, grass, debris and ruderal vegetation. The proposed

¹⁰ Blodgett Baylosis Environmental Planning. *Site Survey*. Survey conducted on March 16, 2020.

¹¹ California Department of Transportation. *Official Designated Scenic Highways*. <https://dot.ca.gov/programs/design/lap-landscape-architecture-and-community-livability/lap-liv-i-scenic-highways>.

project site does not have any surrounding residential uses that could potentially be impacted by the proposed project. As previously mentioned in Subsection A, there are no protected views in the vicinity of the City and the City does not contain any scenic vistas. In addition, the City does not have any zoning regulations or other regulations governing scenic quality. As a result, no impacts will occur.

D. *Would the project create a new source of substantial light or glare which would adversely affect day or nighttime views in the area?* • *Less than Significant Impact.*

Research undertaken by the Illuminating Engineering Society of North America (IESNA) indicated that drivers should not be exposed to ambient lighting levels (brightness) of no greater than 40 times the average brightness level of their general surroundings. This is referred to as the *contrast ratio*. Ambient lighting is typically characterized in specific units referred to as *nits* which is a term used to describe a metric unit of luminance.¹² We also include a number of studies on human factors for the design of signs in general (including guide signs). A 2010 study by Arizona State University (Digital LED Billboard Luminance Recommendations) recommended that, "...as roadway lighting and automobile headlights provide ambient nighttime lighting levels of about one nit, this implies signage should appear no brighter than about 40 nits". The Outdoor Advertising Association of America (OAAA), has deemed 300-350 nits an acceptable level of night brightness. Light intensity is typically modulated to eliminate extreme brightness so as not to interfere with driver's vision during the nighttime, very high energy consumption during the daytime periods, light pollution in the evening, and potential driver distraction at all times. The actual light intensity of the digital sign will be controlled by Caltrans. The project site does not have any surrounding residential uses or light sensitive land uses that could potentially be impacted by new sources of light or glare. In addition, the proposed digital billboard is required to include a photometric sensor that will adjust the intensity of the billboard for daytime and nighttime viewing. The photometric sensor will be part of the billboard plans. As a result, potential light and glare impacts will be less than significant.

MITIGATION MEASURES

The analysis of aesthetics indicated that less than significant impacts on these resources would occur as part of the proposed project's implementation. As a result, no mitigation is required.

¹² A nit is defined as candela per square meter (cd/m²). The unit is based on the candela, the modern metric unit of luminous intensity; and the square meter.

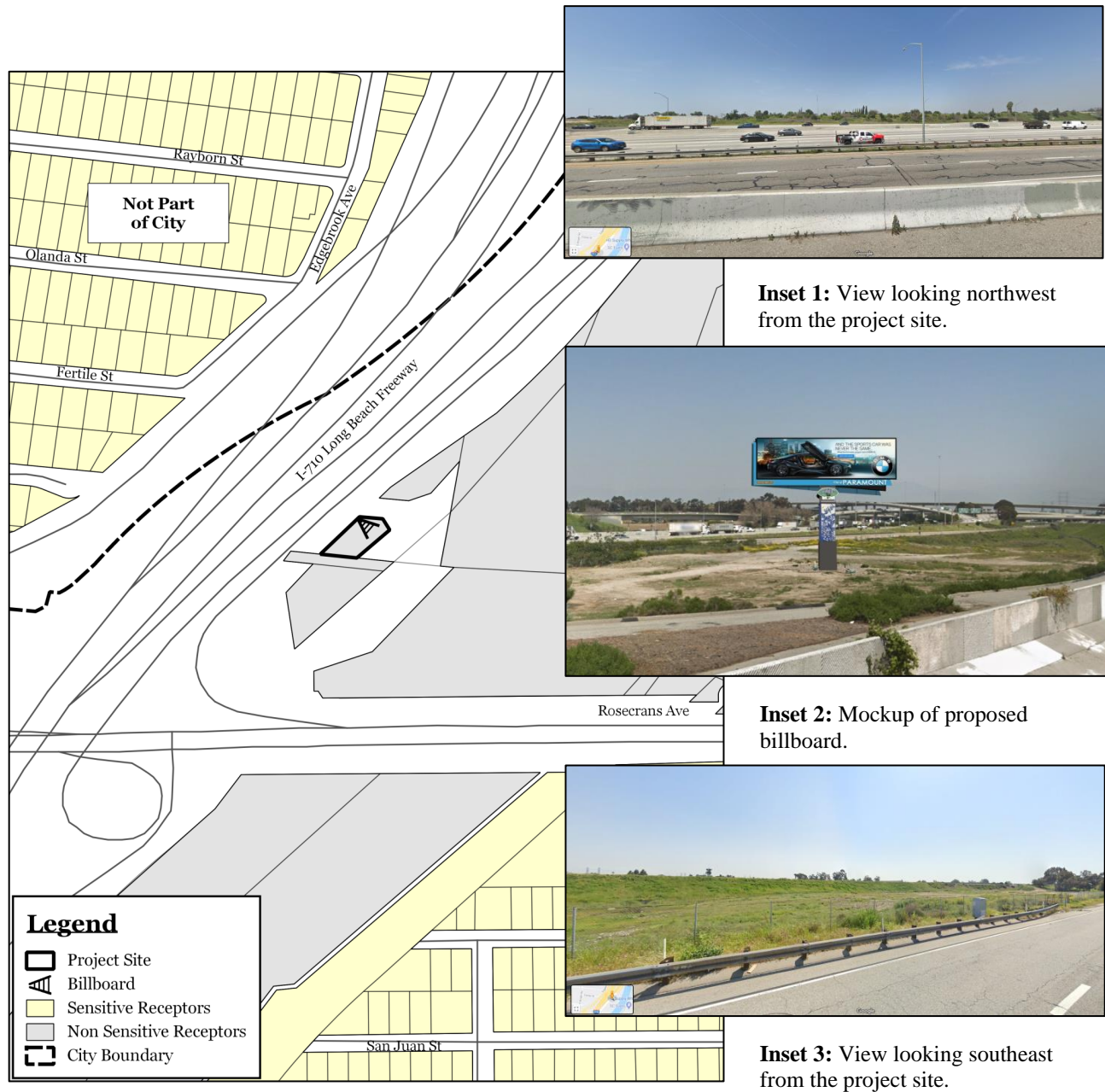


EXHIBIT 3-1

LIGHT SENSITIVE RECEPTORS MAP

SOURCE: QUANTUM GIS

3.2 AGRICULTURE & FORESTRY RESOURCES

Environmental Issue Areas Examined	Potentially Significant Impact	Less Than Significant Impact With Mitigation	Less Than Significant Impact	No Impact
A. Would the project convert Prime Farmland, Unique Farmland, or Farmland of Statewide Importance (Farmland), as shown on the maps prepared pursuant to the Farmland Mapping and Monitoring Program of the California Resources Agency, to non-agricultural uses?				×
B. Would the project conflict with existing zoning for agricultural uses, or a Williamson Act Contract?				×
C. Would the project conflict with existing zoning for, or cause rezoning of, forest land (as defined in Public Resources Code Section 12220(g)), timberland (as defined by Public Resources Code Section 4526), or timberland zoned Timberland Production (as defined by Government Code Section 51104(g))?				×
D. Would the project result in the loss of forest land or conversion of forest land to a non-forest use?				×
E. Would the project involve other changes in the existing environment which, due to their location or nature, could result in conversion of Farmland to non-agricultural use or conversion of forest land to a non-forest use?				×

ANALYSIS OF ENVIRONMENTAL IMPACTS

A. *Would the project convert Prime Farmland, Unique Farmland, or Farmland of Statewide Importance (Farmland), as shown on the maps prepared pursuant to the Farmland Mapping and Monitoring Program of the California Resources Agency, to non-agricultural uses? • No Impact.*

According to the California Department of Conservation, the City of Paramount does not contain any areas of Prime Farmland, Unique Farmland, or Farmland of Statewide Importance.¹³ Paramount in its entirety is urban and there are no areas within the City that are classified as “Prime Farmland.” The project site is currently undeveloped and covered over in dirt, grass, debris and ruderal vegetation and there are no agricultural activities being conducted on-site. As a result, no impacts will occur.

B. *Would the project conflict with existing zoning for agricultural uses, or a Williamson Act Contract? • No Impact.*

According to the California Department of Conservation Division of Land Resource Protection, the project site is not subject to a Williamson Act Contract.¹⁴ Additionally, the project site is currently

¹³ California Department of Conservation, Division of Land Resource Protection, Farmland Mapping, and Monitoring Program. *Important Farmland in California 2010*.

¹⁴ California Department of Conservation. *State of California Williamson Act Contract Land*. ftp://ftp.consrv.ca.gov/pub/dlrp/WA/2012%20Statewide%20Map/WA_2012_8x11.pdf

zoned as *M-2 Heavy Manufacturing*.¹⁵ The applicable zoning designation does not contemplate agricultural land uses within the project site or on the adjacent parcels (refer to Section 3.11). Therefore, the implementation of the proposed project will not result in a loss of land zoned for agriculture. As a result, no impacts will occur from the proposed project's implementation.

- C.** *Would the project conflict with existing zoning for, or cause rezoning of, forest land (as defined in Public Resources Code Section 12220(g)), timberland (as defined by Public Resources Code Section 4526), or timberland zoned Timberland Production (as defined by Government Code Section 51104(g))?* • *No Impact.*

According to the California Public Resources Code, "forest land" is land that can support ten percent native tree cover of any species, including hardwoods, under natural conditions, and that allows for management of one or more forest resources, including timber, aesthetics, fish and wildlife, biodiversity, water quality, recreation, and other public benefits. The City of Paramount and the project site are located in the midst of an urban area and no forest lands are located within the City. The General Plan and zoning designations applicable to the project site and the surrounding area do not provide for any forest land preservation.¹⁶ Therefore, no impacts on forest land or timber resources will result from the proposed project's implementation.

- D.** *Would the project result in the loss of forest land or conversion of forest land to a non-forest use?* • *No Impact.*

As indicated in the previous subsection, no forest lands are located in the vicinity of the project site or the City of Paramount. As a result, no loss or conversion of forest lands will result from the proposed project's implementation.

- E.** *Would the project involve other changes in the existing environment which, due to their location or nature, could result in conversion of Farmland to non-agricultural use or conversion of forest land to a non-forest use?* • *No Impact.*

The project site is currently undeveloped and covered over in dirt, grass, debris and ruderal vegetation and there are no agricultural activities being conducted on-site. No agricultural activities are conducted on-site and the site is located within an urban area. Therefore, the proposed project's implementation will not result in the conversion of any existing farmlands or forest lands to urban uses. As a result, no impacts will result from the implementation of the proposed project.

MITIGATION MEASURES

The analysis of agricultural and forestry resources indicated that no impacts on these resources would occur as part of the proposed project's implementation. As a result, no mitigation is required.

¹⁵ City of Paramount Zoning Map. August 14, 2018.

¹⁶ City of Paramount. *Paramount General Plan. Land Use Element.* August 2007.

3.3 AIR QUALITY

Environmental Issue Areas Examined	Potentially Significant Impact	Less Than Significant Impact With Mitigation	Less Than Significant Impact	No Impact
A. Would the project conflict with or obstruct implementation of the applicable air quality plan?				✗
B. Result in a cumulatively considerable net increase of any criteria pollutant for which the project region is non-attainment under an applicable federal or state ambient air quality standard?			✗	
C. Would the project expose sensitive receptors to substantial pollutant concentrations?				✗
D. Would the project result in other emissions (such as those leading to odors) adversely affecting a substantial number of people?				✗

ANALYSIS OF ENVIRONMENTAL IMPACTS

- A. *Would the project conflict with or obstruct implementation of the applicable air quality plan?* •
No Impact.

Air quality impacts may occur during the installation or operation phase of a project, and may come from stationary (e.g., industrial processes, generators), mobile (e.g., automobiles, trucks), or area (e.g., residential water heaters) sources. The South Coast Air Quality Management District (SCAQMD) is the main regulatory authority in the region (the South Coast Air Basin, which includes the City of Paramount) with regard to air quality issues. In April 1993, the SCAQMD adopted a CEQA Air Quality Handbook that provides guidance for the CEQA analysis of potential air quality impacts of new projects. The SCAQMD has established quantitative thresholds for short-term (construction) emissions and long-term (operational) emissions for the following criteria pollutants:

- *Ozone* (O₃) is a nearly colorless gas that irritates the lungs, damages materials, and vegetation. Ozone is formed by photochemical reaction (when nitrogen dioxide is broken down by sunlight).
- *Carbon monoxide* (CO) is a colorless, odorless toxic gas that interferes with the transfer of oxygen to the brain and is produced by the incomplete combustion of carbon-containing fuels emitted as vehicle exhaust.
- *Nitrogen dioxide* (NO₂) is a yellowish-brown gas, which at high levels can cause breathing difficulties. NO₂ is formed when nitric oxide (a pollutant from burning processes) combines with oxygen.
- *Sulfur dioxide* (SO₂) is a colorless, pungent gas formed primarily by the combustion of sulfur-containing fossil fuels. Health effects include acute respiratory symptoms and difficulty in breathing for children.

- *PM₁₀ and PM_{2.5}* refers to particulate matter less than ten microns and two and one-half microns in diameter, respectively. Particulates of this size cause a greater health risk than larger-sized particles since fine particles can more easily cause irritation.

Projects in the South Coast Air Basin (Basin) generating construction-related emissions that exceed any of the following emissions thresholds are considered to be significant under CEQA:

- 75 pounds per day or 2.50 tons per quarter of reactive organic compounds;
- 100 pounds per day or 2.50 tons per quarter of nitrogen oxides;
- 550 pounds per day or 24.75 tons per quarter of carbon monoxide;
- 150 pounds per day or 6.75 tons per quarter of PM₁₀;
- 55 pounds per day or 2.43 tons per quarter of PM_{2.5}; or,
- 150 pounds per day or 6.75 tons per quarter of sulfur oxides.

A project would have a significant effect on air quality if any of the following operational emissions thresholds for criteria pollutants are exceeded:

- 55 pounds per day of reactive organic compounds;
- 55 pounds per day of nitrogen oxides;
- 550 pounds per day of carbon monoxide;
- 150 pounds per day of PM₁₀;
- 55 pounds per day of PM_{2.5}; or,
- 150 pounds per day of sulfur oxides.

The City is located within the South Coast Air Basin (Basin), which covers a 6,600 square-mile area within all of Orange County, the non-desert portions of Los Angeles County, Riverside County, and San Bernardino County. Measures to improve regional air quality are outlined in the SCAQMD's Air Quality Management Plan (AQMP). The most recent 2016 AQMP was adopted in March 2017 and was jointly prepared with the California Air Resources Board (CARB) and the Southern California Association of Governments (SCAG).¹⁷

The AQMP will help the SCAQMD maintain focus on the air quality impacts of major projects associated with goods movement, land use, energy efficiency, and other key areas of growth. Key elements of the 2016 AQMP include enhancements to existing programs to meet the 24-hour PM_{2.5} federal health standard and a proposed plan of action to reduce ground-level ozone. The primary criteria pollutants that remain non-attainment in the local area include PM_{2.5} and ozone. Specific criteria for determining a project's conformity with the AQMP is defined in Section 12.3 of the SCAQMD's CEQA Air Quality Handbook. The Air Quality Handbook refers to the following criteria as a means to determine a project's conformity with the AQMP:¹⁸

- *Consistency Criteria 1* refers to a proposed project's potential for resulting in an increase in the frequency or severity of an existing air quality violation or its potential for contributing to the continuation of an existing air quality violation.

¹⁷ South Coast Air Quality Management District. *Final 2016 Air Quality Plan*. Adopted March 2017.

¹⁸ South Coast Air Quality Management District. *CEQA Air Quality Handbook*. April 1993.

- *Consistency Criteria 2* refers to a proposed project's potential for exceeding the assumptions included in the AQMP or other regional growth projections relevant to the AQMP's implementation.

In terms of Criteria 1, the long-term (operational) airborne emissions associated with the operation of the proposed digital billboard will be below levels that the SCAQMD considers to be a significant impact (refer to the analysis included in the next section where the long-term stationary and mobile emissions for the installation of the billboard are summarized in Table 3-3). Operational emissions will be limited to off-site stationary emissions associated with electrical power generation and routine maintenance. The proposed project will also conform to Consistency Criteria 2 since it will not affect any regional population, housing, and employment projections prepared for the City because the billboard will not result in an increase in population and employment, or a need for housing. As a result, no violation of an air quality plan will occur.

- B.** *Would the project result in a cumulatively considerable net increase of any criteria pollutant for which the project region is non-attainment under an applicable federal or state ambient air quality standard?* ● *Less than Significant Impact.*

The potential construction-related emissions from the installation of the digital billboard were estimated using the computer model CalEEMod (V.2016.3.2) developed for the SCAQMD. The digital billboard installation will occur over a three- to five-day period. As shown in Table 3-2, daily construction emissions will not exceed the SCAQMD thresholds of significance.

Table 3-1
Estimated Daily Construction Emissions

Construction Phase	ROG	NO_x	CO	SO₂	PM₁₀	PM_{2.5}
Site Preparation (on-site)	0.69	8.43	4.09	9.74e-3	0.60	0.34
Site Preparation (off-site)	0.02	0.02	0.20	5.70e-4	0.06	0.02
Total Site Preparation	0.71	8.45	4.29	0.01	0.66	0.36
Building Construction (on-site)	0.86	8.85	7.39	0.01	0.52	0.48
Building Construction (off-site)	0.00	0.00	0.00	0.00	0.00	0.00
Total Building Construction	0.86	8.85	7.39	0.01	0.52	0.48
Paving (on-site)	0.77	7.23	7.11	0.01	0.40	0.37
Paving (off-site)	0.08	0.05	0.74	2.07e-3	0.20	0.05
Total Paving	0.85	7.28	7.85	0.01	0.60	0.42
Maximum Daily Emissions	0.86	8.85	7.85	0.01	0.66	0.48
Daily Thresholds	75	100	550	150	150	55
Significant Impact?	No	No	No	No	No	No

Source: CalEEMod V.2016.3.2.

As indicated previously, the project site is located in a non-attainment area for ozone and particulates; therefore, the installation of the digital billboard will be required to comply with the requirements of SCAQMD Rule 403, Fugitive Dust, which requires the implementation of Best Available Control Measures (BACM) for all fugitive dust sources, and the 2016 AQMP, which identifies BACMs and Best Available Control Technologies (BACT) for area sources and point sources, respectively.

The short-term construction emissions will be limited to those emissions generated during the billboard installation. The support structure, sign faces, and the ancillary equipment are manufactured off-site and will be assembled at the project site. Therefore, the construction-related impacts associated with the installation of the digital billboard would be less than significant.

Long-term emissions refer to those air quality impacts that will occur once the proposed project has been constructed and is operational. These impacts will continue over the operational life of the project. The project will not result in any significant long-term operational emissions since minimal mobile emissions will be generated and the off-site stationary emissions associated with power consumption will be minimal. Operational emissions will be limited to vehicle trips associated with routine maintenance and off-site stationary emissions associated with electrical power generation. Table 3-3 depicts the estimated operational emissions that will be generated by the proposed digital billboard.

Table 3-2
Estimated Operational Emissions in lbs/day

Emission Source	ROG	NO_x	CO	SO₂	PM₁₀	PM_{2.5}
Area-wide (lbs/day)	0.02	0.00	1.00e-4	0.00	0.00	0.00
Energy (lbs/day)	0.00	0.00	0.00	0.00	0.00	0.00
Mobile (lbs/day)	0.00	0.00	0.00	0.00	0.00	0.00
Total (lbs/day)	0.02	0.00	1.00e-4	0.00	0.00	0.00
Daily Thresholds	55	55	550	150	150	55
Significant Impact?	No	No	No	No	No	No

Source: CalEEMod V.2016.3.2.

As indicated in Table 3-3, the projected long-term emissions are below thresholds considered to represent a significant adverse impact. Therefore, the operation of the proposed project will not contribute to an existing air quality violation. With the implementation of the standard construction-related SCAQMD rules and regulations, the impacts will be less than significant.

C. Would the project expose sensitive receptors to substantial pollutant concentrations? • No Impact.

Sensitive receptors refer to land uses and/or activities that are especially sensitive to poor air quality and typically include residences, board and care facilities, schools, playgrounds, hospitals, parks, childcare centers, outdoor athletic facilities, and other facilities where children or the elderly may congregate.¹⁹ These population groups are generally more sensitive to poor air quality. The proposed project site is located in an industrial zone. The nearest sensitive receptors are shown in Exhibit 3-1. The short-term impacts related to the installation of the proposed digital billboard will not result in significant emissions (refer to Tables 3-2 and 3-3 in the previous subsection and the CalEEMod worksheets provided in the appendix). In addition, fugitive dust emission, which is responsible for PM₁₀ and PM_{2.5} emissions, will further be reduced through the implementation of SCAQMD regulations related to fugitive dust generation and other construction-related emissions.²⁰ These SCAQMD

¹⁹ South Coast Air Quality Management District. *CEQA Air Quality Handbook, Appendix 9*. As amended 2017.

²⁰ South Coast Air Quality Management District. *Rule 403, Fugitive Dust*. As Amended June 3, 2005.

regulations are standard conditions required for every construction project undertaken in the City as well as in the cities and counties governed by the SCAQMD. As a result, no impacts will occur.

D. *Would the project result in other emissions (such as those leading to odors) adversely affecting a substantial number of people?* • *No Impact.*

The SCAQMD has identified those land uses that are typically associated with odor complaints. These uses include activities involving livestock, rendering facilities, food processing plants, chemical plants, composting activities, refineries, landfills, and businesses involved in fiberglass molding.²¹ The proposed project will not result in the generation of any odors. In addition, construction truck drivers must adhere to Title 13 - §2485 of the California Code of Regulations, which limits the idling of diesel powered vehicles to less than five minutes.²² Furthermore, the project's contractors must adhere to SCAQMD Rule 403 regulations, which significantly reduce the generation of fugitive dust. As a result, no impacts will occur.

MITIGATION MEASURES

The emissions related to the installation and operation of the proposed project are not considered to represent a significant adverse impact. As a result, no mitigation is required.

²¹ South Coast Air Quality Management District. *CEQA Air Quality Handbook, Appendix 9*. As amended 2017.

²² California, State of. *California Code of Regulations, Title 13, Section 2485 Airborne Toxic Control Measure to Limit Diesel-Fueled Commercial Motor Vehicle Idling*.

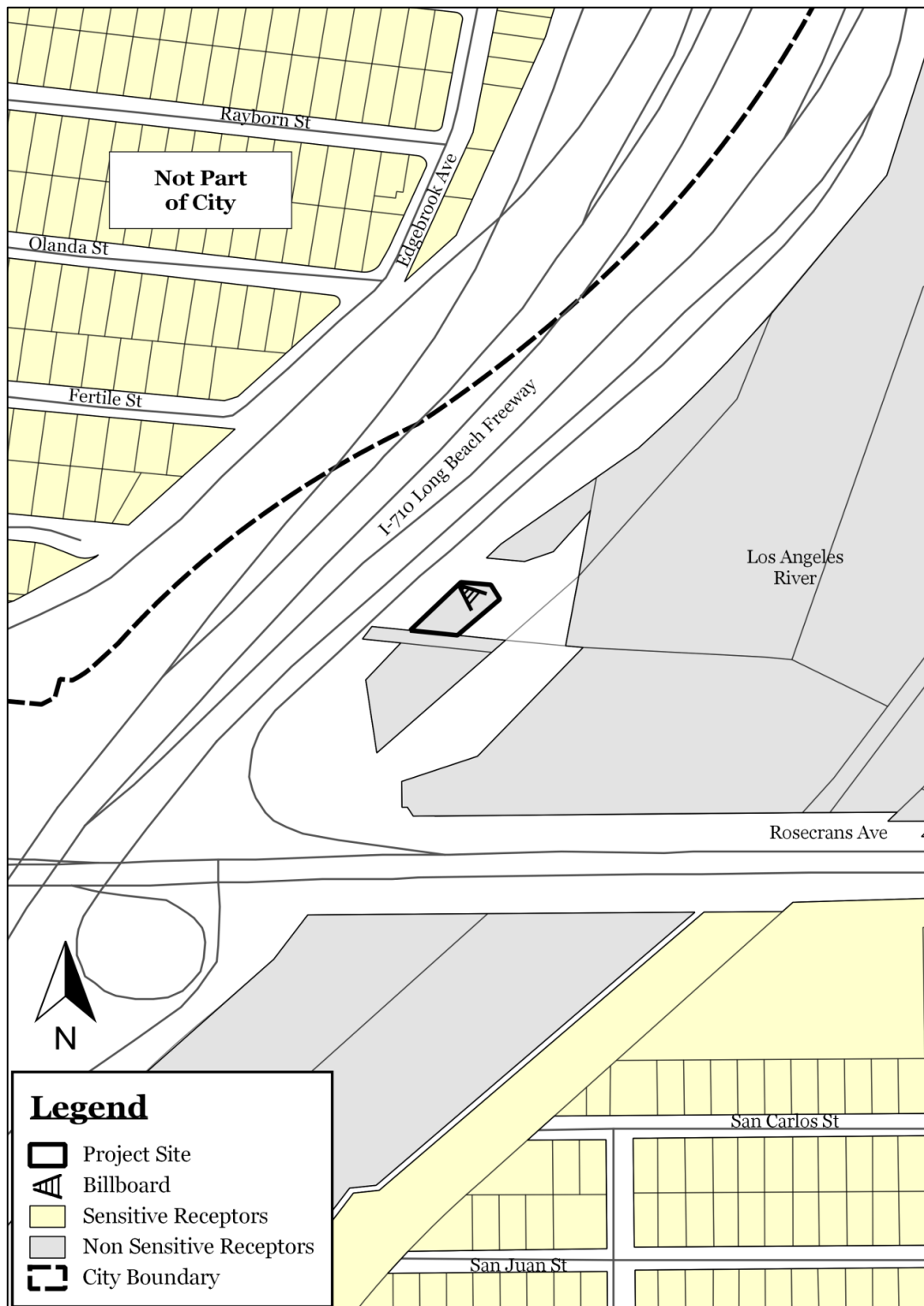


EXHIBIT 3-2
AIR QUALITY SENSITIVE RECEPTORS MAP
SOURCE: QUANTUM GIS

3.4 BIOLOGICAL RESOURCES

Environmental Issue Areas Examined	Potentially Significant Impact	Less Than Significant Impact With Mitigation	Less Than Significant Impact	No Impact
A. Would the project have a substantial adverse effect, either directly or through habitat modifications, on any species identified as a candidate, sensitive, or special status species in local or regional plans, policies, or regulations, or by the California Department of Fish and Wildlife or U.S. Fish and Wildlife Service?				×
B. Would the project have a substantial adverse effect on any riparian habitat or other sensitive natural community identified in local or regional plans, policies, regulations, or by the California Department of Fish and Wildlife or U.S. Fish and Wildlife Service?				×
C. Would the project have a substantial adverse effect on state or federally protected wetlands (including, but not limited to, marsh, vernal pool, coastal, etc.) through direct removal, filling, hydrological interruption, or other means?				×
D. Would the project interfere substantially with the movement of any native resident or migratory fish or wildlife species or with established native resident or migratory life corridors, or impede the use of native wildlife nursery sites?				×
E. Would the project conflict with any local policies or ordinances protecting biological resources, such as a tree preservation policy or ordinance?				×
F. Would the project conflict with the provisions of an adopted Habitat Conservation Plan, Natural Community Conservation Plan, or other approved local, regional, or state habitat conservation plan?				×

ANALYSIS OF ENVIRONMENTAL IMPACTS

A. *Would the project have a substantial adverse effect, either directly or through habitat modifications, on any species identified as a candidate, sensitive, or special status species in local or regional plans, policies, or regulations, or by the California Department of Fish and Wildlife or U.S. Fish and Wildlife Service?* • No Impact.

The proposed project involves the installation and operation of a single digital billboard. The billboard will be a V-shaped billboard structure that will feature two opposing billboard faces which will be oriented towards the northeast and southwest. The entire billboard structure will have a height of 45 feet and the billboard faces will have a length of 48 feet and a height of 14 feet. A review of the California Department of Fish and Wildlife California Natural Biodiversity Database (CNDDB) Bios Viewer indicated that the following threatened or endangered species are located within the South Gate Quadrangle.²³ These species include:

²³ California Department of Fish and Wildlife. *Bios Viewer*. <https://map.dfg.ca.gov/bios/?tool=cnddbQuick>. Website accessed on March 16, 2020.

- The *coastal California gnatcatcher* is not likely to be found on-site due to the existing surrounding development and the lack of habitat suitable for the California gnatcatcher. The absence of coastal sage scrub, the coastal California gnatcatcher's primary habitat, further diminishes the likelihood of encountering such birds.²⁴
- The *least Bell's vireo* lives in a riparian habitat, with a majority of the species living in San Diego County. As a result, it is not likely that any least Bell's vireos will be encountered near the installation sites due to the lack of riparian habitat in the surrounding area.²⁵
- The *western yellow-billed cuckoo* is an insect-eating bird found in riparian woodland habitats. The likelihood of encountering this bird species is low due to the level of development present within the City of Paramount. Furthermore, the lack of riparian habitat further diminishes the likelihood of encountering populations of western yellow-billed cuckoos.²⁶
- The *southwestern willow flycatcher* is not likely to be found on-site due to the surrounding urban development and the lack of suitable riparian habitat for this bird species. The adjacent Los Angeles River channel is concrete-lined and is used for flood control.²⁷
- *California Orcutt grass* is found near vernal pools throughout Los Angeles, Riverside, and San Diego Counties.²⁸ As indicated previously, the project site is located in the midst of an urban area. There are no bodies of water located within the project site that would be capable of supporting populations of California Orcutt grass.

The proposed project is not likely to affect any animal species because the removal or trimming of trees will not be required. Although several trees are located within the project site and the surrounding land, the billboard will be placed near the northern portion of the parcel, which does not contain any trees (refer to Exhibit 3-3). As a result, no impacts are anticipated.

B. Would the project have a substantial adverse effect on any riparian habitat or other sensitive natural community identified in local or regional plans, policies, regulations, or by the California Department of Fish and Wildlife or U.S. Fish and Wildlife Service? • No Impact.

There are no local or regional plans, policies, or regulations that identify any riparian habitat or other sensitive natural community at or adjacent to the project site nor does the California Department of Fish and Wildlife identify any such habitat. The portion of the Los Angeles River that is near the project site is concrete-lined and does not offer suitable riparian vegetation for the aforementioned species. The project site does not include any trees. A review of the U.S. Fish and Wildlife Service

²⁴ Audubon. *California Gnatcatcher (Poliophtila californica)*. <https://www.audubon.org/field-guide/bird/california-gnatcatcher>.

²⁵ California Partners in Flight Riparian Bird Conservation Plan. *Least Bell's Vireo (Vireo bellii pusillus)*. http://www.prbo.org/calpif/htmldocs/species/riparian/least_bell_vireo.htm.

²⁶ US Fish and Wildlife Service. *Sacramento Fish and Wildlife Office, Public Advisory*. http://www.fws.gov/sacramento/outreach/Public-Advisories/WesternYellow-BilledCuckoo/outreach_PA_Western-Yellow-Billed-Cuckoo.htm.

²⁷ United State Geological Survey. *Southwestern Willow Flycatcher Habitat*. <http://sbsc.wr.usgs.gov/cprs/research/projects/swwf/wiflhab.asp>.

²⁸ County of Los Angeles Department of Public Works. *Listed Species in the County of Los Angeles*. http://dpw.lacounty.gov/pdd/bikepath/bikeplan/docs/App_C_Bio.pdf.

National Wetlands Inventory, Wetlands Mapper classifies the Los Angeles River as a riverine but does not identify any wetlands in the vicinity of the project site (refer to Exhibit 3-2).²⁹ The portion of the Los Angeles River that is near the project site is fully channelized with concrete and does not offer suitable riparian vegetation for the aforementioned species. Furthermore, with the implementation of the above mentioned mitigation measure, the proposed billboard will not affect any sensitive natural communities. As a result, no impacts on riparian habitats or any other sensitive natural communities will result from the proposed project's implementation. As a result, no impacts will result from the proposed project's implementation.

C. *Would the project have a substantial adverse effect on state or federally protected wetlands (including, but not limited to, marsh, vernal pool, coastal, etc.) through direct removal, filling, hydrological interruption, or other means? • No Impact.*

As indicated in the previous subsection, the project site and adjacent parcels do not contain any natural wetland and/or riparian habitat.³⁰ The portion of the Los Angeles River that is near to the project site is fully channelized with concrete and does not offer suitable riparian vegetation for the aforementioned species. The proposed project will be limited to the project site and will not affect any designated wetlands. As a result, no impacts will occur.

D. *Would the project interfere substantially with the movement of any native resident or migratory fish or wildlife species or with established native resident or migratory life corridors, or impede the use of native wildlife nursery sites? • No Impact.*

There are no areas of natural open space or areas of significant biological value within or adjacent to the project site. Furthermore, the proposed project will not require the removal or trimming of trees. In addition, there are no bodies of water that could provide a habitat for migratory birds. As indicated previously, the portion of the Los Angeles River that is near to the project site is fully channelized with concrete and does not offer a suitable riparian habitat. Therefore, the proposed billboard will not infringe upon any bodies of water or habitats.

The project site does not function as a migratory corridor for the movement of native or migratory animals. Constant disturbance (noise and vibration) from vehicles traveling on the I-710 Freeway and nearby roadways further limit the project site's utility as a migration corridor. As a result, the proposed project will not affect wildlife migration in the area or otherwise impede the use of native wildlife nursery sites and no impacts will occur.

²⁹ United States Fish and Wildlife Service. *National Wetlands Inventory*. <https://www.fws.gov/Wetlands/data/Mapper.html>. Website accessed March 16, 2020.

³⁰ Ibid.



EXHIBIT 3-3

BIOLOGICAL RESOURCES AND WETLANDS MAP

SOURCE: U.S. FISH AND WILDLIFE SERVICE, WETLANDS MAPPER

E. *Would the project conflict with any local policies or ordinances protecting biological resources, such as a tree preservation policy or ordinance? • No Impact.*

The City has no local policy or ordinance protecting biological resources. As previously mentioned, the project site is currently undeveloped and covered over in dirt, grass, debris and ruderal vegetation.³¹ The removal or trimming of trees to accommodate the proposed sign installation will not be required. Although several trees are located within the project site and the surrounding land, the billboard will be placed near the northern portion of the parcel, which does not contain any trees. Furthermore, no protected or Heritage trees are located within the project site. Therefore, no impacts will occur.

F. *Would the project conflict with the provisions of an adopted Habitat Conservation Plan, Natural Community Conservation Plan, or other approved local, regional, or state habitat conservation plan? • No Impact.*

Major physiographic features located in the vicinity of the City include the San Gabriel Mountains (located 21 miles north of the project site) and the Puente Hills (located ten miles northeast of the project site). The proposed project will not impact an adopted or approved local, regional, or state habitat conservation plan because the project site is not located within any protected areas and the digital billboard will only occupy a small amount of land (approximately 100 square feet). In addition, the installation of the billboard will not affect any natural habitats because the removal or trimming of trees will not be required. Therefore, no impacts will occur.

MITIGATION MEASURES

The installation and operation of the proposed project are not considered to represent a significant adverse impact. As a result, no mitigation is required.

³¹ Blodgett Baylosis Environmental Planning. *Site Survey*. Survey conducted on March 16, 2020.

3.5 CULTURAL RESOURCES

Environmental Issue Areas Examined	Potentially Significant Impact	Less Than Significant Impact With Mitigation	Less Than Significant Impact	No Impact
A. Would the project cause a substantial adverse change in the significance of a historical resource pursuant to §15064.5 of the CEQA Guidelines?				✗
B. Would the project cause a substantial adverse change in the significance of an archaeological resource pursuant to §15064.5 of the CEQA Guidelines?			✗	
C. Would the project disturb any human remains, including those interred outside of dedicated cemeteries?			✗	

ANALYSIS OF ENVIRONMENTAL IMPACTS

A. *Would the project cause a substantial adverse change in the significance of a historical resource pursuant to §15064.5 of the CEQA Guidelines?* • No Impact.

Historic structures and sites are defined by local, state, and federal criteria. A site or structure may be historically significant if it is locally protected through a General Plan or historic preservation ordinance. In addition, a site or structure may be historically significant according to state or federal criteria even if the locality does not recognize such significance. To be considered eligible for the National Register, a property's significance may be determined if the property is associated with events, activities, or developments that were important in the past, with the lives of people who were important in the past, or represents significant architectural, landscape, or engineering elements. The state has established California Historical Landmarks that include sites, buildings, features, or events that are of statewide significance and have anthropological, cultural, military, political, architectural, economic, scientific or technical, religious, experimental, or other value. California Points of Historical Interest have a similar definition, except they are deemed of local significance.

A search of the National Register of Historic Places and the list of California Historical Resources was conducted and it was determined that one historic resource (Hay Tree) is listed within the City of Paramount.³² The Hay Tree is located within downtown Paramount near City Hall and is not located near the project site. The proposed project will be limited to the project site and will not affect any structures or historical resources listed on the National or State Register or those identified as being eligible for listing on the National or State Register. Furthermore, the proposed project will not involve the demolition or removal of any structures. As a result, no impacts are associated with the proposed project's implementation.

³² U. S. Department of the Interior, National Park Service. *National Register of Historic Places*. <http://focus.nps.gov/nrhp>. Secondary Source: California State Parks, Office of Historic Preservation. *Listed California Historical Resources*. Website accessed October 17, 2019.

B. *Would the project cause a substantial adverse change in the significance of an archaeological resource pursuant to §15064.5 of the CEQA Guidelines? • Less than Significant Impact.*

The greater Los Angeles Basin was previously inhabited by the Gabrieleño-people, named after the San Gabriel Mission. The Gabrieleño tribe has lived in this region for around 7,000 years.³³ Prior to Spanish contact, approximately 5,000 Gabrieleño people lived in villages throughout the Los Angeles Basin.³⁴ The project site is currently undeveloped and covered over in dirt, grass, debris and ruderal vegetation.³⁵ Although the surrounding properties have been subject to disturbance to accommodate the existing surrounding development, the project site is situated in an area of high archaeological significance. As a result, a mitigation measure is provided in Section 3.18 (Tribal Cultural Resources) to ensure that a tribal representative is present during construction-related ground-disturbing activities.

In the event that the tribal representative identifies an archeological resource on-site during ground-disturbing activities, Title 14; Chapter 3; Article 5; Section 15064.5 of CEQA will apply in terms of the identification of significant archaeological resources and their salvage.³⁶ The California Office of Historic Preservation states that avoidance and preservation in place are the preferable forms of mitigation for archeological sites. When avoidance is infeasible, a data recovery plan, which makes provision for adequately recovering the scientifically consequential information from and about the historical resource, shall be prepared and adopted prior to any excavation being undertaken. Such studies shall be deposited with the California Historical Resources Regional Information Center.³⁷ If an artifact must be removed during project excavation or testing, curation may be an appropriate mitigation.³⁸ Adherence to the abovementioned regulations will reduce potential impacts to levels that are less than significant.

C. *Would the project disturb any human remains, including those interred outside of dedicated cemeteries? • Less than Significant Impact.*

There are no dedicated cemeteries located within the vicinity of the project site.³⁹ The proposed project will be restricted to the designated project site and will not affect any dedicated cemeteries. The nearest cemetery to the project site is the Angeles Abbey Memorial Park, which is located approximately 1.30 miles southwest of the project site in the City of Compton. The proposed project will be restricted to the designated project site and will not affect the aforementioned cemetery. Notwithstanding, in the unlikely event that remains are uncovered by construction crews, all excavation and grading activities shall be halted and the Los Angeles Sheriff's Department would be contacted (the Department would then contact the County Coroner). This is a standard condition under California Health and Safety Code Section 7050.5(b), which states:

³³ Tongva People of Sunland-Tujunga. *Introduction*. http://www.lausd.k12.ca.us/Verdugo_HS/classes/multimedia/intro.html.

³⁴ Rancho Santa Ana Botanical Garden. *Tongva Village Site*. <http://www.rsabg.org/tongva-village-site-1>.

³⁵ Blodgett Baylosis Environmental Planning. *Site Survey*. Survey conducted on March 16, 2020.

³⁶ California, State of. *Title 14. California Code of Regulations. Chapter 3. Guidelines for the Implementation of the California Environmental Quality Act*. as Amended 1998 (CEQA Guidelines). §15064.5.

³⁷ Ibid. §15126.4.

³⁸ Curation would involve the selection, organization and looking after of archeological items in a collection or exhibition.

³⁹ Google Earth. Website accessed March 16, 2020.

“In the event of discovery or recognition of any human remains in any location other than a dedicated cemetery, there shall be no further excavation or disturbance of the site or any nearby area reasonably suspected to overlie adjacent remains until the coroner of the county in which the human remains are discovered has determined, in accordance with Chapter 10 (commencing with (b) Section 27460) of Part 3 of Division 2 of Title 3 of the Government Code, that the remains are not subject to the provisions of Section 27491 of the Government Code or any other related provisions of law concerning investigation of the circumstances, manner and cause of any death, and the recommendations concerning the treatment and disposition of the human remains have been made to the person responsible for the excavation, or to his or her authorized representative, in the manner provided in Section 5097.98 of the Public Resources Code. The coroner shall make his or her determination within two working days from the time the person responsible for the excavation, or his or her authorized representative, notifies the coroner of the discovery or recognition of the human remains. If the coroner determines that the remains are not subject to his or her authority and if the coroner recognizes the human remains to be those of a Native American, or has reason to believe that they are those of a Native American, he or she shall contact, by telephone within 24 hours, the Native American Heritage Commission.”

Adherence to the aforementioned standard condition will ensure potential impacts remain at levels that are less than significant.

MITIGATION MEASURES

The analysis of potential cultural resources impacts indicated that the project site is situated in an area of high archaeological significance. Mitigation measures are provided in Section 3.18 (Tribal Cultural Resources) to ensure the preservation of any discovered tribal artifacts. In addition, in the unlikely event that human remains are uncovered by construction crews, all excavation and grading activities shall be halted and the Los Angeles Sheriff's Department would be contacted (the Department would then contact the County Coroner).

3.6 ENERGY

Environmental Issue Areas Examined	Potentially Significant Impact	Less Than Significant Impact With Mitigation	Less Than Significant Impact	No Impact
A. Would the project result in a potentially significant environmental impact due to wasteful, inefficient, or unnecessary consumption of energy resources during project construction or operation?			✗	
B. Would the project conflict with or obstruct a state or local plan for renewable energy or energy efficiency?				✗

ANALYSIS OF ENVIRONMENTAL IMPACTS

- A. *Would the project result in a potentially significant environmental impact due to wasteful, inefficient, or unnecessary consumption of energy resources during project construction or operation? • Less than Significant Impact.*

The proposed project involves the installation and operation of a single digital billboard. The billboard will be a V-shaped billboard structure that will feature two opposing billboard faces which will be oriented towards the northeast and southwest. The entire billboard structure will have a height of 45 feet and the billboard faces will have a length of 48 feet and a height of 14 feet. A number of variables will affect the potential power consumption of a digital billboard including billboard face size, resolution (how close pixels are spaced, also referred to as the diode density), how many LEDs (light emitting diodes) are in each pixel, the color capabilities of the board (tri-color or full color), the image being displayed and the time of day (day-time operation requires more power than night-time operation, as the lit image must compete with the brightness of the sun). The average annual energy consumption for LED billboards is 61,032 kilowatt hours (“kWh”). For purposes of comparison, a small specialty retail store with approximately 1,200 square feet of floor area, will consume approximately 69,715 kWh of electricity on an annual basis.⁴⁰

The billboard would be projected to draw 50 amps, which translates to an annual usage of 52,560 kWh. However, this number may be lower depending on the many factors listed in the previous paragraph. The proposed billboard would use electrical energy and would be constructed pursuant to current electrical codes, including Title 24 of the State Building Code. The installation of the billboard will not result in excessive energy consumption because the materials used in the construction of billboards are manufactured off-site and the billboard will be installed over a three- to five-day period. The off-site manufacturing of the billboard is not subject to this environmental analysis because it is not directly part of the on-site construction. The manufacturing of the billboard and other construction materials are done off-site by a company contracted by the Applicant and their manufacturing processes are not subject to this CEQA analysis. Therefore, the proposed project will not result in wasteful, inefficient, or unnecessary consumption of energy during installation or operation and the impacts are considered to be less than significant.

⁴⁰ Young, Gregory. *The Basics of Digital Signage and Energy Consumption*.
[http://www.scenic.org/storage/documents/EXCERPT The Basics of Digital Signage and Energy Consumption.pdf](http://www.scenic.org/storage/documents/EXCERPT%20The%20Basics%20of%20Digital%20Signage%20and%20Energy%20Consumption.pdf).

B. *Would the project conflict with or obstruct a state or local plan for renewable energy or energy efficiency? • No Impact.*

The California Public Utilities Commission prepared an updated Energy Efficiency Strategic Plan in 2011 with the goal of promoting energy efficiency and a reduction in greenhouse gases (GHG). Assembly Bill 1109, which was adopted in 2007, also serves as a framework for lighting efficiency. This bill requires the State Energy Resources Conservation and Development Commission to adopt minimum energy efficiency standards structured to reduce average statewide electrical energy consumption by not less than 50 percent from the 2007 levels for indoor residential lighting and not less than 25 percent from the 2007 levels for indoor commercial and outdoor lighting by 2018. As indicated in the previous subsection, the project will not result in wasteful, inefficient, or unnecessary consumption of energy during installation or operation. Therefore, the proposed project will not conflict with or obstruct the state's goal of promoting energy and lighting efficiency and no impacts will occur.

MITIGATION MEASURES

The analysis determined that the proposed project will not result in significant impacts related to energy and mitigation measures are not required.

3.7 GEOLOGY & SOILS

Environmental Issue Areas Examined	Potentially Significant Impact	Less Than Significant Impact With Mitigation	Less Than Significant Impact	No Impact
A. Would the project directly or indirectly cause potential substantial adverse effects, including the risk of loss, injury, or death involving rupture of a known earthquake fault, as delineated on the most recent Alquist-Priolo Earthquake Fault Zoning Map issued by the State Geologist for the area or based on other substantial evidence of a known fault; strong seismic ground shaking; seismic-related ground failure, including liquefaction; or, landslides?			✗	
B. Would the project result in substantial soil erosion or the loss of topsoil?			✗	
C. Would the project be located on a geologic unit or soil that is unstable, or that would become unstable as a result of the project, and potentially result in on- or off-site landslide, lateral spreading, subsidence, liquefaction or collapse?			✗	
D. Would the project be located on expansive soil, as defined in Table 18-1-B of the Uniform Building Code (2012), creating substantial direct or indirect risks to life or property?			✗	
E. Would the project have soils incapable of adequately supporting the use of septic tanks or alternative wastewater disposal systems where sewers are not available for the disposal of wastewater?				✗
F. Would the project directly or indirectly destroy a unique paleontological resource or site or unique geologic feature?				✗

ANALYSIS OF ENVIRONMENTAL IMPACTS

A. *Would the project directly or indirectly cause potential substantial adverse effects, including the risk of loss, injury, or death involving rupture of a known earthquake fault, as delineated on the most recent Alquist-Priolo Earthquake Fault Zoning Map issued by the State Geologist for the area or based on other substantial evidence of a known fault; strong seismic ground shaking; seismic-related ground failure, including liquefaction; or, landslides? • Less than Significant Impact.*

The City of Paramount is located in a seismically active region. Earthquakes from several active and potentially active faults in the Southern California region could affect the project site. In 1972, the Alquist-Priolo Earthquake Zoning Act was passed in response to the damage sustained in the 1971 San Fernando Earthquake.⁴¹ The Alquist-Priolo Earthquake Fault Zoning Act's main purpose is to prevent the construction of buildings used for human occupancy on the surface trace of active faults. A list of cities and counties subject to the Alquist-Priolo Earthquake Fault Zones is available on the State's Department of Conservation website. The City of Paramount is not on the list; therefore, the risk from

⁴¹ California Department of Conservation. *What is the Alquist-Priolo Act.*
<http://www.conservation.ca.gov/cgs/rghm/ap/Pages/main.aspx>.

potential fault rupture is considered low.⁴² Even though Paramount is not on the list, there are a number of known faults within close proximity to the City. The closest known faults are the Cherry Hill Fault (located 5.1 miles south of the project site) and the Avalon-Compton Fault (located 5.3 miles west of the project site).

The proposed digital billboard will be subject to all applicable City and state building regulations, including the California Building Code to ensure that potential impacts are less than significant. The potential impacts in regards to ground shaking would also be considered to be less than significant. The amount of ground shaking depends on the intensity of the earthquake, the duration of shaking, soil conditions, type of building, and distance from epicenter or fault. The potential impacts from fault rupture and ground shaking are considered no greater for the project site than for the surrounding area given their distance to the fault trace. Liquefaction is the process by which water-saturated sediment temporarily loses strength and acts as a fluid. Essentially, liquefaction is the process by which the ground soil loses strength due to an increase in water pressure following seismic activity.⁴³ The project site is located in a moderate liquefaction zone.⁴⁴ Additionally, the project site is not located within areas that could be subject to landslides.⁴⁵

The State Seismic Hazards Mapping Act requires the preparation of a geotechnical report for most new development projects that are located in areas that may be subject to seismic hazards. However, the Seismic Hazards Mapping Act and the Alquist-Priolo Earthquake Fault Zoning Act define projects that are exempt from any investigation requirements. The exemption applies to structures of Group U occupancy, which includes buildings and structures of an accessory character and miscellaneous structures not classified in any specific occupancy. Buildings and structures within Group U include, but are not limited to, private garages, carports, retaining walls, fences, and cell phone towers.⁴⁶ Billboards are not specifically mentioned in this exception; however, cell towers are included in this classification. Billboards may be categorized with cell towers for the purpose of geotechnical analysis because billboards and cell towers are both vertical structures that are not habitable and are powered by electricity. Therefore, for the purposes of this project, billboards would be considered exempt from requiring a geotechnical report.

The proposed billboard will be subject to all applicable City and State building regulations, including the California Building Code to ensure that potential impacts are less than significant. As a result, the potential impacts in regards to ground shaking, liquefaction, and landslides are less than significant.

⁴² California Department of Conservation. Table 4, Cities and Counties Affected by Alquist-Priolo Earthquake Fault Zones as of January 2010.

⁴³ U.S. Geological Survey. *About Liquefaction*. <http://geomaps.wr.usgs.gov/sfgeo/liquefaction/aboutliq.html>.

⁴⁴ San Bernardino County. *Multi-Jurisdictional Hazard Mitigation Plan* - July 13, 2017.

⁴⁵ United States Department of Agriculture, Soil Conservation Service. *Soil Survey of San Bernardino California – Mojave River Area*. Report dated 1978.

⁴⁶ California Building Standards Commission. *2016 California Residential Code*. California Code of Regulations Title 24 Building Standards Code, Part 2.5 California Residential Code, Chapter 1 Scope and Application, Section 1.1.3.1.2 Utility and Miscellaneous Group U.

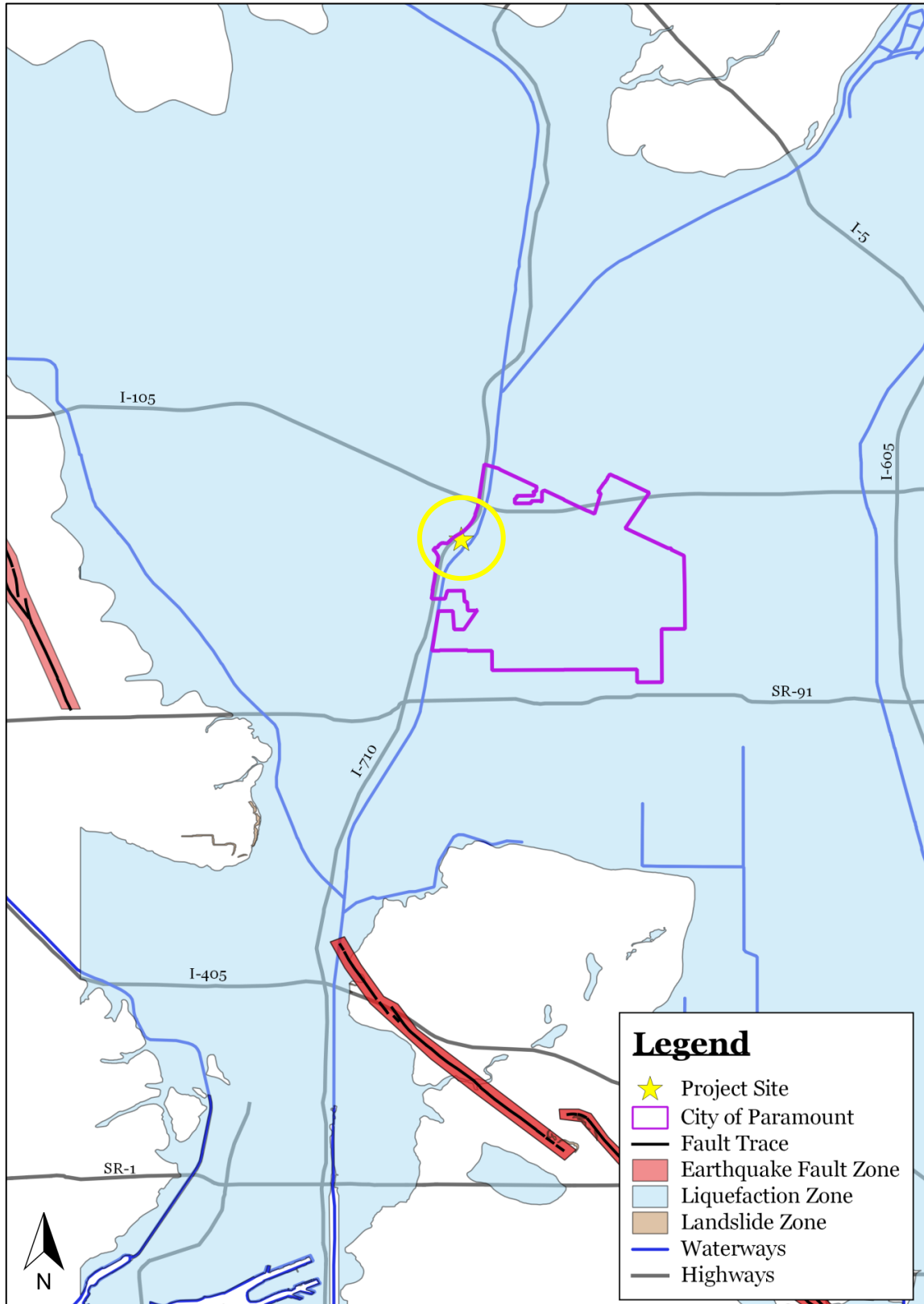


EXHIBIT 3-4
SEISMIC HAZARDS MAP
SOURCE: CALIFORNIA GEOLOGICAL SURVEY AND QGIS

B. *Would the project result in substantial soil erosion or the loss of topsoil? • Less than Significant Impact.*

The University of California, Davis SoilWeb database was consulted to determine the nature of the soils that underlie the project site. According to the University of California, Davis SoilWeb database, the project site is underlain primarily by soils of the Urban land-Metz-Pico complex, 0 to 2 percent slopes.⁴⁷ The water erosion risk for these soils is low, whereas their wind erosion risk is moderate.⁴⁸ However, the proposed digital billboard will only occupy 100 square feet of land area and will not present a runoff or erosion risk because the billboard will not introduce significant impermeable land cover to the project site. In addition, limited excavation will be required for the installation of the pylon footings and infrastructure connections. As a result, the impacts will be less than significant.

C. *Would the project be located on a geologic unit or soil that is unstable, or that would become unstable as a result of the project, and potentially result in on- or off-site landslide, lateral spreading, subsidence, liquefaction or collapse? • Less than Significant Impact.*

As previously mentioned, the proposed digital billboard will only occupy 100 square feet of land area and will not present a runoff or erosion risk because the billboard will not introduce significant impermeable land cover. The potential impacts from fault rupture and ground shaking are considered no greater for the project site than for the surrounding area given their distance to the Cherry Hill Fault (located 5.1 miles south of the project site) and the Avalon-Compton Fault (located 5.3 miles west of the project site). Additionally, the project site is not located within an area that could be subject to landslides.⁴⁹

Lateral spreading is a phenomenon that is characterized by the horizontal, or lateral, movement of the ground. Lateral spreading could be liquefaction-induced or can be the result of excess moisture within the underlying soils. As previously mentioned, the City is located within a potential liquefaction hazard zone.⁵⁰ Subsidence occurs via soil shrinkage and is triggered by a significant reduction in an underlying groundwater table, thus causing the earth on top to sink. Shrinking and swelling is influenced by the amount of clay present in the underlying soils. The project site is underlain primarily by soils of the Urban land-Metz-Pico complex, which have low levels of clay. As previously mentioned, the proposed billboard will be subject to all applicable City and state building regulations, including the California Building Code to ensure that potential impacts are less than significant. Therefore, less than significant impacts related to unstable soils and subsidence are expected.

D. *Would the project be located on expansive soil, as defined in Table 18-1-B of the Uniform Building Code (2012), creating substantial direct or indirect risks to life or property? • Less than Significant Impact.*

As previously mentioned, shrinking and swelling is influenced by the amount of clay present in the underlying soils. The project site is underlain primarily by soils of the Urban land-Metz-Pico complex, which have low levels of clay. As previously mentioned, the proposed billboard will be subject to all

⁴⁷ UC Davis. *Soil Web*. <https://casoilresource.lawr.ucdavis.edu/gmap/>

⁴⁸ Ibid.

⁴⁹ Ibid.

⁵⁰ Los Angeles County. *Multi-Jurisdictional Hazard Mitigation Plan*

applicable City and state building regulations, including the California Building Code to ensure that potential impacts are less than significant. Therefore, less than significant impacts related to unstable soils and subsidence are expected.

E. *Would the project have soils incapable of adequately supporting the use of septic tanks or alternative wastewater disposal systems where sewers are not available for the disposal of wastewater?* • *No Impact.*

No septic tanks will be required or otherwise used in conjunction with the proposed digital billboard. As a result, no impacts associated with the use of septic tanks or alternative wastewater disposal systems will occur as part of the proposed project.

F. *Would the project directly or indirectly destroy a unique paleontological resource or site or unique geologic feature?* • *No Impact.*

No paleontological resources or geologic features are anticipated to be encountered during the project's construction phase due to the age of the soil and the limited amount of excavation that will be required to implement the project. The estimated column depth for the support column would be approximately 25 feet deep. An export of 22 cubic yards of dirt is estimated for the proposed billboard. The soils that underlie the project site are alluvial in nature. Alluvial deposits are typically quaternary in age (from two million years ago to the present day) and span the two most recent geologic epochs, the Pleistocene and the Holocene.⁵¹ As a result, no impacts to paleontological resources will occur.

MITIGATION MEASURES

The analysis determined that the proposed project will not result in significant impacts related to geology and soils and therefore, no mitigation measures are required.

⁵¹ United States Geological Survey. *What is the Quaternary?*
http://geomaps.wr.usgs.gov/sfgeo/quaternary/stories/what_is.html.

3.8 GREENHOUSE GAS EMISSIONS

Environmental Issue Areas Examined	Potentially Significant Impact	Less Than Significant Impact With Mitigation	Less Than Significant Impact	No Impact
A. Would the project generate greenhouse gas emissions, either directly or indirectly, that may have a significant impact on the environment?			✗	
B. Would the project conflict with an applicable plan, policy, or regulation adopted for the purpose of reducing emissions of greenhouse gases?				✗

ENVIRONMENTAL ANALYSIS

- A. *Would the project generate greenhouse gas emissions, either directly or indirectly, that may have a significant impact on the environment? • Less than Significant Impact.*

The State of California requires CEQA documents include an evaluation of greenhouse gas (“GHG”) emissions or gases that trap heat in the atmosphere. GHG are emitted by both natural processes and human activities. Examples of GHG that are produced both by natural and industrial processes include carbon dioxide (CO₂), methane (CH₄), and nitrous oxide (N₂O). The proposed digital billboard will utilize minimal amounts of electricity and, as a result, off-site stationary emissions will be minimal. The SCAQMD has established a single quantified threshold of 10,000 metric tons of CO₂E (MTCO₂E) per year for new development.⁵² Carbon dioxide equivalent, or CO₂E, is a term that is used for describing different greenhouse gases in a common and collective unit. The only source of GHG emissions related to the operation of the digital billboard would be those related to off-site electrical power generation. Table 3-4 summarizes annual GHG (CO₂E) emissions from the operation of the proposed digital billboard.

**Table 3-3
Greenhouse Gas Emissions Inventory**

Source	GHG Emissions (lbs/day)			
	CO ₂	CH ₄	N ₂ O	CO ₂ E
Long-term Area Emissions	0.00022	0.00000	0.00000	0.00023
Long-term Energy Emissions	0.00000	0.00000	0.00000	0.00000
Long-term Mobile Emissions	0.00000	0.00000	0.00000	0.00000
Total Long-term Emissions	0.00022	0.00000	0.00000	0.00023
Total Long-term Emissions (MTCO ₂ E)				0.00004 MTCO₂E/year
Thresholds of Significance				10,000 MTCO₂E/year

Source: CalEEMod V.2016.3.2

⁵² SCAQMD. *Greenhouse Gas CEQA Significance Threshold Stakeholder Working Group Meeting #15*. https://planning.lacity.org/eir/8150Sunset/References/4.E.%20Greenhouse%20Gas%20Emissions/GHG.39_SCAQMD%20GHG%20Meeting%2015.pdf.

As indicated in Table 3-4, the CO₂E total for the project is a negligible amount of CO₂E per day. Since the project's operational emissions will be below the quantified threshold of significance, the potential impacts are considered to be less than significant.

B. *Would the project conflict with an applicable plan, policy, or regulation adopted for the purpose of reducing emissions of greenhouse gases?* • *No Impact.*

The passage of Assembly Bill (AB) 32, the California Global Warming Solutions Act of 2006, established the California target to achieve reductions in GHG to 1990 GHG emission levels by the year 2020.⁵³ As indicated previously, the installation and operation of the proposed digital billboard will result in the generation of a limited amount of emissions that will be below the SCAQMD's thresholds (refer to Table 3-4). The only operational emissions will involve vehicle trips made by maintenance vehicles and off-site emissions for electricity generation to power the digital billboard, which are minimal. As indicated in Section 3.6, Energy, A, the digital billboard will not result in wasteful, inefficient, or unnecessary consumption of energy during installation or operation. As a result, no impacts will occur.

MITIGATION MEASURES

The analysis of potential impacts related to GHG emissions indicated that the proposed project would not result in any significant adverse impacts. As a result, no mitigation measures are required.

⁵³ California, State of. OPR Technical Advisory – *CEQA and Climate Change: Addressing Climate Change through the California Environmental Quality Act (CEQA) Review*. June 19, 2008.

3.9 HAZARDS & HAZARDOUS MATERIALS

Environmental Issue Areas Examined	Potentially Significant Impact	Less Than Significant Impact With Mitigation	Less Than Significant Impact	No Impact
A. Would the project create a significant hazard to the public or the environment through the routine transport, use, or disposal of hazardous materials?				×
B. Would the project create a significant hazard to the public or the environment through reasonably foreseeable upset and accident conditions involving the release of hazardous materials into the environment?				×
C. Would the project emit hazardous emissions or handle hazardous or acutely hazardous materials, substances, or waste within one-quarter mile of an existing or proposed school?				×
D. Would the project be located on a site which is included on a list of hazardous materials sites compiled pursuant to Government Code Section 65962.5 and, as a result, would it create a significant hazard to the public or the environment?				×
E. For a project located within an airport land use plan or, where such a plan has not been adopted, within two miles of a public airport or a public use airport, would the project result in a safety hazard or excessive noise for people residing or working in the project area?				×
F. Would the project impair implementation of or physically interfere with an adopted emergency response plan or emergency evacuation plan?				×
G. Would the project expose people or structures, either directly or indirectly, to a significant risk of loss, injury, or death involving wildland fires?				×

ANALYSIS OF ENVIRONMENTAL IMPACTS

A. *Would the project create a significant hazard to the public or the environment through the routine transport, use, or disposal of hazardous materials? • No Impact.*

The proposed project involves the installation and operation of a single digital billboard. Once in operation, the proposed project will not involve the transport, use, or disposal of hazardous materials. Therefore, no impacts will result upon project implementation.

B. *Would the project create a significant hazard to the public or the environment through reasonably foreseeable upset and accident conditions involving the release of hazardous materials into the environment? • No Impact.*

Government Code Section 65962.5 refers to the Hazardous Waste and Substances Site List, commonly known as the Cortese List, maintained by the California Department of Toxic Substances Control. A search of the EnviroStor database determined that there are no Cortese sites located within the City. The United States Environmental Protection Agency's multi-system search Envirofacts was consulted

and it was determined that the project site is not listed within the database.⁵⁴ Since the project site is not identified by any regulatory agency as having a known and recorded hazardous materials spills, releases or environmental-related violations, no impacts will occur.

C. Would the project emit hazardous emissions or handle hazardous or acutely hazardous materials, substances, or waste within one-quarter mile of an existing or proposed school? • No Impact.

Whaley Middle School is located approximately 0.39 miles southwest of the project site, within the City of Compton.⁵⁵ The proposed project will not involve any emissions of hazardous substances or the handling of any hazardous or acutely hazardous materials, substances, or waste. The proposed project will also not involve any changes to the surrounding environment which could result in the release of hazardous materials. As a result, no impacts will occur.

D. Would the project be located on a site which is included on a list of hazardous materials sites compiled pursuant to Government Code Section 65962.5 and, as a result, would it create a significant hazard to the public or the environment? • No Impact.

Government Code Section 65962.5 refers to the Hazardous Waste and Substances Site List, commonly known as the Cortese List, maintained by the California Department of Toxic Substances Control. The Cortese list contains hazardous waste and substance sites including public drinking water wells with detectable levels of contamination, sites with known underground storage tanks (USTs) having a reportable release, solid waste disposal facilities from which there is a known migration, hazardous substance sites selected for remedial action, historic Cortese sites, and sites with known toxic material identified through the abandoned site assessment program. A search of the EnviroStor database indicated that there are no Cortese sites located within the City.⁵⁶ As a result, no impacts will occur.

E. For a project located within an airport land use plan or, where such a plan has not been adopted, within two miles of a public airport or a public use airport, would the project result in a safety hazard or excessive noise for people residing or working in the project area? • No Impact.

The project site is not located within two miles of an airport. Compton/Woodley Airport is located approximately 3.26 miles southwest of the project site.⁵⁷ As a result, the proposed project will not present a safety or noise hazard related to aircraft or airport operations at an airport to people residing or working in the project area and no impacts will occur.

F. Would the project impair implementation of or physically interfere with an adopted emergency response plan or emergency evacuation plan? • No Impact.

At no time will the surrounding roadways be closed to traffic. All construction staging areas will be

⁵⁴ United States Environmental Protection Agency. *Envirofacts-Multisystem Search*.
<https://www3.epa.gov/enviro/?CFID=59839&CFTOKEN=30600241>.

⁵⁵ Google Earth. Website accessed March 18, 2020.

⁵⁶ California Department of Toxic Substances Control, Envirostor. *Hazardous Waste and Substances Site Cortese List*.
http://www.envirostor.dtsc.ca.gov/public/search.asp?cmd=search&reporttype=CORTESE&site_type=CSITES,OPEN,FUDS,CLOSE&status=ACT,BKLG,COM&reporttitle=HAZARDOUS+WASTE+AND+SUBSTANCES+SITE+LIST.

⁵⁷ Google Earth. Website accessed March 18, 2020.

located within the project site. The construction plan must identify specific provisions for the regulation of construction vehicle ingress and egress to the site during billboard installation as a means to provide continued through-access. As a result, no impacts are associated with the proposed project's implementation.

G. *Would the project expose people or structures, either directly or indirectly, to a significant risk of loss, injury, or death involving wildland fires?* • *No Impact.*

The project area is urbanized. There are no areas of chaparral or “fire climax” vegetation found within the project site or in the surrounding properties that could provide a fuel source for a wildfire. As a result, there are no impacts associated with potential wildfires from off-site locations.

MITIGATION MEASURES

The analysis indicated that the proposed project will not result in impacts associated with hazards and hazardous materials. Therefore, no mitigation measures are required.

3.10 HYDROLOGY & WATER QUALITY

Environmental Issue Areas Examined	Potentially Significant Impact	Less Than Significant Impact With Mitigation	Less Than Significant Impact	No Impact
A. Would the project violate any water quality standards or waste discharge requirements or otherwise substantially degrade surface or groundwater quality?				×
B. Would the project substantially decrease groundwater supplies or interfere substantially with groundwater recharge such that the project may impede sustainable groundwater management of the basin?				×
C. Would the project substantially alter the existing drainage pattern of the site or area, including through the alteration of the course of a stream or river or through the addition of impervious surfaces, in a manner which would result in substantial erosion or siltation on- or off-site; substantially increase the rate or amount of surface runoff in a manner in which would result in flooding on- or off-site; create or contribute runoff water which would exceed the capacity of existing or planned stormwater drainage systems or provide substantial additional sources of polluted runoff; or, impede or redirect flood flows?				×
D. In flood hazard, tsunami, or seiche zones, would the project risk release of pollutants due to project inundation?				×
E. Would the project conflict with or obstruct implementation of a water quality control plan or sustainable groundwater management plan?				×

3.10.1 ANALYSIS OF ENVIRONMENTAL IMPACTS

A. *Would the project violate any water quality standards or waste discharge requirements or otherwise substantially degrade surface or groundwater quality?* • No Impact.

The proposed project involves the installation and operation of a single digital billboard. A review of the U.S. Fish and Wildlife Service National Wetlands Inventory, Wetlands Mapper classifies the Los Angeles River as a riverine but does not identify any wetlands in the vicinity of the project site (refer to Exhibit 3-3).⁵⁸ As indicated on the National Wetlands Inventory, the nearest body of water is the concrete-lined Los Angeles River. The installation and operation of the proposed digital billboard will not result in the degradation of surface or groundwater quality. The installation period for the billboard will be three to five days and the materials used in the construction of billboards will be manufactured off-site. An export of 22 cubic yards of dirt is estimated for the proposed digital billboard. Any excavated areas will be fully covered. According to the University of California, Davis SoilWeb database, the project site is underlain primarily by soils of the Urban land-Metz-Pico complex.⁵⁹ The water erosion risk for these soils is low, whereas their wind erosion risk is moderate.⁶⁰

⁵⁸ United States Fish and Wildlife Service. *National Wetlands Inventory*. <https://www.fws.gov/Wetlands/data/Mapper.html>.

⁵⁹ UC Davis. *Soil Web*. <https://casoilresource.lawr.ucdavis.edu/gmap/>

⁶⁰ Ibid.

In the absence of mitigation, new impervious surfaces (buildings, internal driveways, parking areas, etc.) that would be constructed may result in the generation of urban pollutants. However, the proposed digital billboard will only occupy 100 square feet of land area and will not present a runoff risk because the billboard will not introduce significant impermeable land cover to the project site. In addition, limited excavation will be required for the installation of the pylon footings and infrastructure connections. Overall, the proposed project will not involve any physical features or activities that would lead to runoff or the contamination of storm water runoff. As a result, no impacts will occur.

B. *Would the project substantially decrease groundwater supplies or interfere substantially with groundwater recharge such that the project may impede sustainable groundwater management of the basin? • No Impact.*

A search was conducted through the Regional Water Quality Control Board's on-line database Geotracker to identify the presence of any natural underground water wells within or adjacent to the project site. The search yielded no results.⁶¹ Therefore, excavation activities will not encounter and deplete groundwater supplies from any underlying aquifer. In addition, the proposed digital billboard will only occupy 100 square feet of land area and will not interfere with groundwater recharge. In addition, the operation of the digital billboard will not involve water use and will not deplete groundwater supplies. As a result, no impacts will occur.

C. *Would the project substantially alter the existing drainage pattern of the site or area, including through the alteration of the course of a stream or river or through the addition of impervious surfaces, in a manner which would result in substantial erosion or siltation on- or off-site; substantially increase the rate or amount of surface runoff in a manner in which would result in flooding on- or off-site; create or contribute runoff water which would exceed the capacity of existing or planned storm water drainage systems or provide substantial additional sources of polluted runoff; or, impede or redirect flood flows? • No Impact.*

As indicated on the National Wetlands Inventory, the nearest body of water is the concrete-lined Los Angeles River. The billboard will be restricted to the project site and will not alter the course of the Los Angeles River. The billboard will only occupy 100 square feet of land area and therefore will not cause a significant increase in impermeable surfaces or an increase in the rate or amount of surface runoff. In addition, the proposed project will not alter the existing drainage pattern or increase the risk of erosion or siltation of the project site and the surrounding areas and no impacts will occur.

D. *In flood hazard, tsunami, or seiche zones, would the project risk release of pollutants due to project inundation? • No Impact.*

According to the Los Angeles County Department of Public Works, the project site is not located within a designated 500-year flood hazard area, as defined by the Federal Emergency Management Agency (FEMA).⁶² According to the map obtained from the Los Angeles County Department of Public Works, the proposed project site is located in Zone X (0.2%).⁶³ Zones designated as X (0.2%) are not

⁶¹ Geotracker GAMA. <http://geotracker.waterboards.ca.gov/gama/gamamap/public/default.asp>. Website accessed March 18, 2020.

⁶² Federal Emergency Management Agency. *Flood Zones*. <http://www.fema.gov/flood-zones>.

⁶³ Los Angeles County Department of Public Works. *Flood Zone Determination Website*. <http://dpw.lacounty.gov/wmd/floodzone/>. Website accessed March 18, 2020.

considered zones with a significant flood risk. According to the United States Geological Survey (USGS) Earthquake Hazards Program, seiches are standing waves set up on rivers, reservoirs, ponds, and lakes when seismic waves from an earthquake pass through the area.⁶⁴ A seiche in the Los Angeles River is not likely to happen due to the current level of channelization and the low frequency in which a significant stream forms on these waterways. Furthermore, the proposed project site is not located in an area that is subject to inundation from a tsunami because the project site is located 9.75 miles inland from the Pacific Ocean.⁶⁵ As a result, no impacts are expected.

E. *Would the project conflict with or obstruct implementation of a water quality control plan or sustainable groundwater management plan? • No Impact.*

The installation of the digital billboard will result in minimal ground disturbance. The footprint of the pylon support structures will be minimal (100 square feet) and will not lead to a substantial amount of impervious surfaces. In addition, the digital billboard will not utilize any materials or equipment that could lead to surface water pollution. As a result, no impacts will occur.

MITIGATION MEASURES

The analysis indicated that the proposed project will not result in impacts associated with hydrology and water quality. Therefore, no mitigation measures are required.

⁶⁴ United States Geological Survey Earthquake Hazards Program. *Seismic Seiches*.
<https://earthquake.usgs.gov/learn/topics/seiche.php>.

⁶⁵ Google Earth. Website accessed March 18, 2020.

3.11 LAND USE & PLANNING

Environmental Issue Areas Examined	Potentially Significant Impact	Less Than Significant Impact With Mitigation	Less Than Significant Impact	No Impact
A. Would the project physically divide an established community?				✗
B. Would the project cause a significant environmental impact due to a conflict with any land use plan, policy, or regulation adopted for the purpose of avoiding or mitigating an environmental effect?				✗

ANALYSIS OF ENVIRONMENTAL IMPACTS

A. *Would the project physically divide an established community?* • No Impact.

The project site is currently undeveloped and covered over in dirt, grass, debris and ruderal vegetation.⁶⁶ The proposed project involves the installation and operation of a single digital billboard. The billboard will be a V-shaped billboard structure that will feature two opposing billboard faces which will be oriented towards the northeast and southwest. The entire billboard structure will have a height of 45 feet and the billboard faces will have a length of 48 feet and a height of 14 feet.

The location of the proposed billboard will be approximately 200 feet east of the I-710 Freeway and 600 feet north of Rosecrans Avenue. The proposed digital billboard will be located within a parcel that has corresponding Assessor's Parcel Number (APN) 6236-035-013.⁶⁷ This parcel is located on a strip of land that is located in between the I-710 Freeway and the Los Angeles River. The proposed digital billboard would be located within an area that has a zoning designation of *M-2 Heavy Manufacturing* and a General Plan land use designation of *Industrial*. Refer to Exhibits 3-5 and 3-6 for the zoning and General Plan land use maps. Existing uses found in the vicinity of the project site are summarized below.⁶⁸

- *North of the Project Site.* As displayed in Exhibit 2-3, the I-710 Freeway extends in a northeast-southwest orientation north of the project site. Residential uses are located north of the aforementioned segment of the I-710 Freeway. The I-105 Freeway is located approximately one-half mile north of the project site.

⁶⁶ Blodgett Baylosis Environmental Planning. *Site Survey*. Survey conducted on March 16, 2020.

⁶⁷ Los Angeles County Assessor. *Parcel Viewer*. Website Accessed on March 6, 2020.

⁶⁸ Blodgett Baylosis Environmental Planning. *Site Survey*. Survey conducted on March 16, 2020.

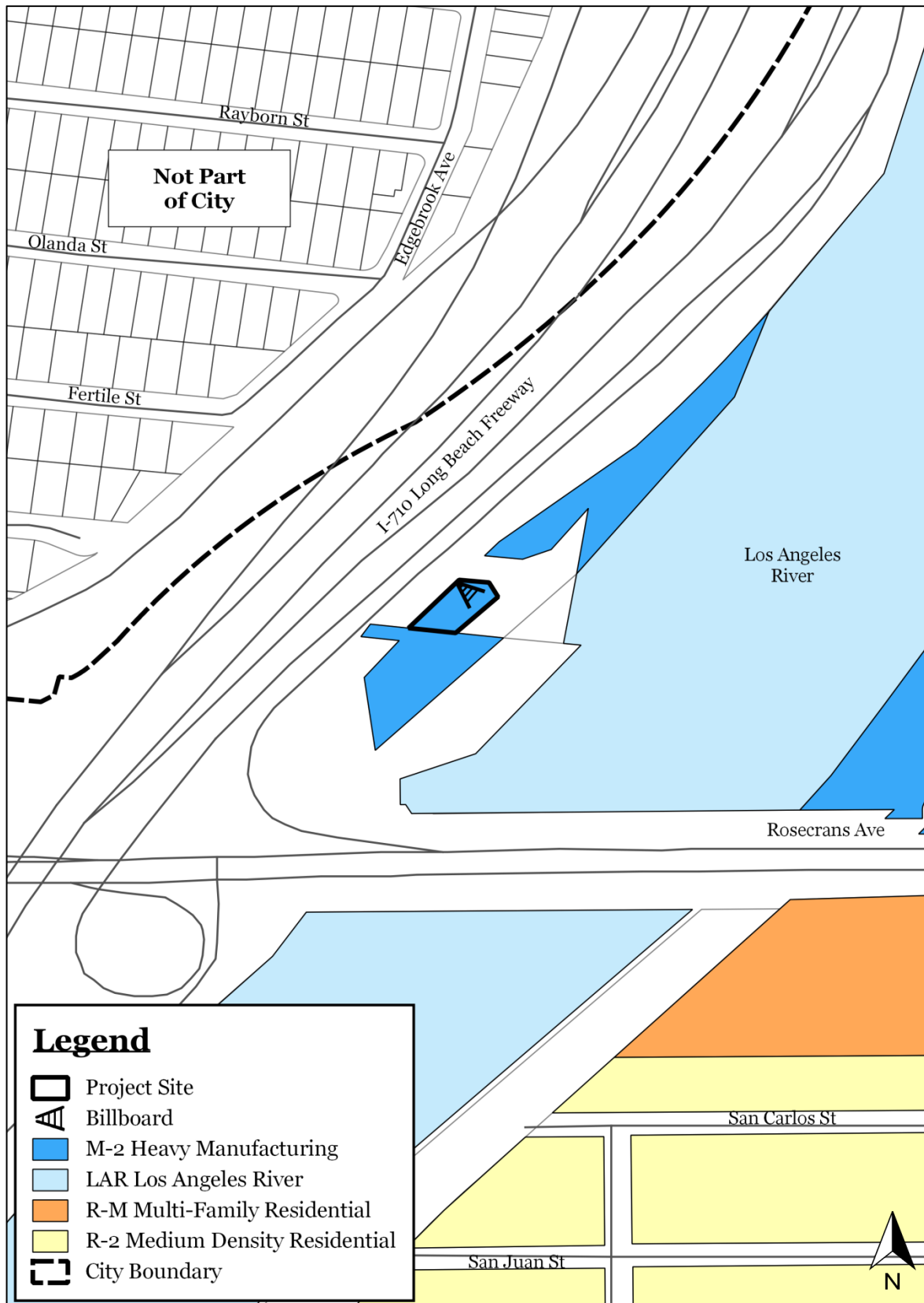


EXHIBIT 3-5 ZONING MAP

SOURCE: CITY OF PARAMOUNT & QUANTUM GIS

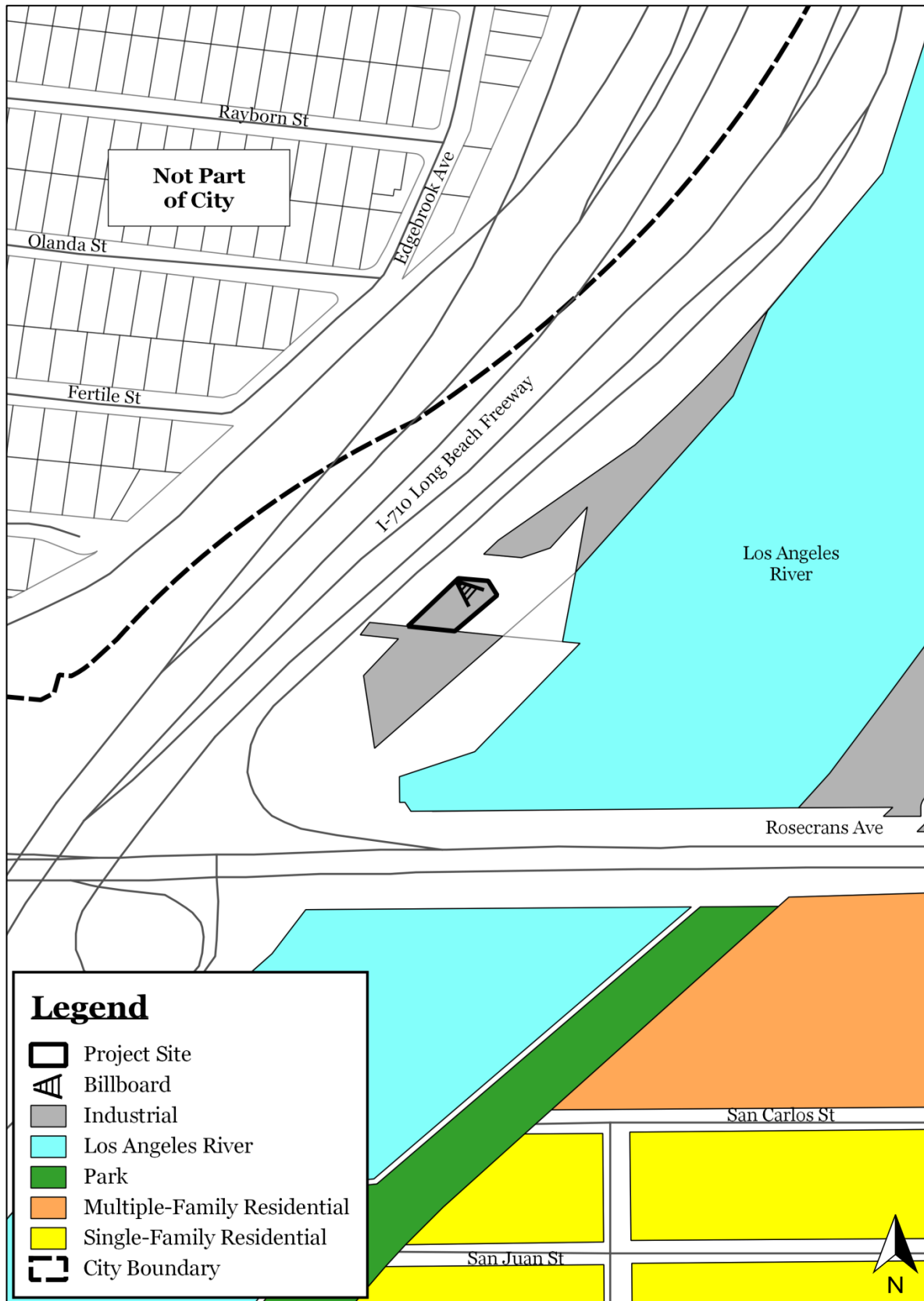


EXHIBIT 3-6
GENERAL PLAN MAP
 SOURCE: CITY OF PARAMOUNT & QUANTUM GIS

- *South of the Project Site.* As previously mentioned, the project site is located within a strip of land that is located in between the I-710 Freeway and the Los Angeles River. The land that is located south of the project site is currently undeveloped and covered over in dirt, grass, debris and ruderal vegetation. Rosecrans Avenue is located approximately 600 feet south of the project site. As displayed in Exhibit 2-3, the Los Angeles River Freeway extends in a northeast-southwest orientation south of Rosecrans Avenue. Ralph C. Dills Park and residential uses are located south of the aforementioned segment of the Los Angeles River.
- *East of the Project Site.* As previously mentioned, the project site is located within a strip of land that is located in between the I-710 Freeway and the Los Angeles River. The land that is located east of the project site is currently undeveloped and covered over in dirt, grass, debris and ruderal vegetation. The Los Angeles River is located approximately 500 feet east of the project site. Industrial uses are located east of the Los Angeles River and mobile home uses are located approximately 0.35 miles east of the project site.
- *West of the Project Site.* The I-710 Freeway is located west of the project site. Residential uses are located west of the I-710 Freeway.

As indicated above, the nearest residential uses are the single-family homes that are located approximately 600 feet west of the project site, west of the I-710 Freeway. The proposed billboard will only occupy 100 square feet of land area. Due to the nature of the project and its distance from residential uses, the project will not lead to any division of an existing established neighborhood and no impacts will occur.

B. *Would the project cause a significant environmental impact due to a conflict with any land use plan, policy, or regulation adopted for the purpose of avoiding or mitigating an environmental effect?* ● *No Impact.*

The proposed project involves the installation and operation of a single digital billboard within the northwestern portion of the City of Paramount. The location of the proposed billboard will be approximately 200 feet east of the I-710 Freeway and 600 feet north of Rosecrans Avenue. The proposed digital billboard will be located within a parcel that has corresponding Assessor's Parcel Number (APN) 6236-035-013.⁶⁹ This parcel is located on a strip of land that is located in between the I-710 Freeway and the Los Angeles River. The proposed digital billboard would be located within an area that has a zoning designation of *M-2 Heavy Manufacturing* and a General Plan land use designation of *Industrial*. Refer to Exhibits 3-5 and 3-6 for the zoning and General Plan land use maps. The proposed project will involve the following elements:

- *Digital Billboard:* The proposed digital billboard will have a height of 45 feet. The billboard will be a V-shaped billboard structure that will feature two opposing billboard faces which will be oriented towards the northeast and southwest. The billboard faces will have a length of 48 feet and a height of 14 feet.
- *Base:* The aluminum pole cover with textured gray finish is proposed to be six feet wide by 6 feet deep by 10 feet tall (6' wide x 6' deep x 10' tall). The internal aluminum angle frame is proposed to be 1.5 inches by 1.5 inches by 3/16 inches (1.5" x 1.5" x 3/16").

⁶⁹ Los Angeles County Assessor. *Parcel Viewer*. Website Accessed on March 6, 2020.

- *Middle section:* The background structural is proposed to be five feet wide by five feet deep by 13 feet tall (5' wide x 5' deep x 13' tall) and is to be aluminum with smooth navy blue finish on all sides. The artist's laser cut aluminum design is proposed to be attached to the front and back faces only.
- *Top section:* The aluminum pole cover with textured medium gray finish is proposed to be five feet wide by five feet deep by eight feet tall (5' wide x 5' deep x 8' tall) and the top 2 feet would extend up the past the blue accent blade. The internal aluminum angle frame is proposed to be 1.5 inches by 1.5 inches by 3/16 inches (1.5" x 1.5" x 3/16") with a four-inch square accent pop-out at the bottom of the section. The top section is proposed to be 68 inches long and textured and painted to match the dark gray base.
- The 48-inch tall x 84-inch wide illuminated city logo sign cabinet is proposed to be a full color graphic face panel with 5-inch deep black returns and internal white LED illumination.
- The internal steel angle iron brackets are proposed to be bolted to the aluminum frame of the pole cover so that the framing can be welded to pipe in field.
- Light blue aluminum accents are proposed to be mounted to I-beams below the LED boards and will be approximately one foot setback from the face of the LED boards.
- Two sets of "City of Paramount" to be individual illuminated pan channel letters mounted to accent band. The white faces will have black 5-inch deep returns and a one-inch white trimcap perimeter around letters with white LED illumination.
- A 2-foot by 73-foot "DeRose Displays" sign is proposed to be mounted to blue fin accents on both sides and internally LED illuminated.

The rendering for the proposed digital billboard is shown in Exhibits 2-4. The project site is currently undeveloped and covered over in dirt, grass, debris and ruderal vegetation.⁷⁰ The proposed project will not cause a significant environmental impact due to a conflict with any land use plan, policy, or regulation adopted for the purpose of avoiding or mitigating an environmental effect and no impacts will occur.

MITIGATION MEASURES

The analysis determined that no significant impacts on land use and planning would result from the implementation of the proposed project. As a result, no mitigation measures are required.

⁷⁰ Blodgett Baylosis Environmental Planning. *Site Survey*. Survey conducted on March 16, 2020.

3.12 MINERAL RESOURCES

Environmental Issue Areas Examined	Potentially Significant Impact	Less Than Significant Impact With Mitigation	Less Than Significant Impact	No Impact
A. Would the project result in the loss of availability of a known mineral resource that would be of value to the region and the residents of the state?				✗
B. Would the project result in the loss of availability of a locally important mineral resource recovery site delineated on a local general plan, specific plan or other land use plan?				✗

ANALYSIS OF ENVIRONMENTAL IMPACTS

- A. *Would the project result in the loss of availability of a known mineral resource that would be of value to the region and the residents of the state?* • No Impact.

According to the California Department of Conservation Division of Oil, Gas, and Geothermal Resources (DOGGR) Well Finder, there are no existing or former oil wells and/or oil extraction activities located within the project site.⁷¹ In addition, the installation of the digital billboard will not involve extensive excavation - the installation of the billboard will only require an excavation of 22 cubic yards. As a result, no impacts on existing mineral resources will result from the proposed project's implementation.

- B. *Would the project result in the loss of availability of a locally important mineral resource recovery site delineated on a local general plan, specific plan or other land use plan?* • No Impact.

As previously mentioned, no mineral, oil, or energy extraction and/or generation activities are located within the project site. Moreover, the proposed project will not interfere with any resource extraction activity. Therefore, no impacts will result from the implementation of the proposed project.

MITIGATION MEASURES

The analysis of potential impacts related to mineral resources indicated that no impacts would result from the proposed project's approval and subsequent implementation. As a result, no mitigation measures are required.

⁷¹ California Department of Conservation. *Division of Oil, Gas & Geothermal Resources Well Finder*. <http://maps.conservation.ca.gov/doggr/index.html#close>. Website accessed March 18, 2020.

3.13 NOISE

Environmental Issue Areas Examined	Potentially Significant Impact	Less Than Significant Impact With Mitigation	Less Than Significant Impact	No Impact
A. Would the project result in generation of a substantial temporary or permanent increase in ambient noise levels in the vicinity of the project in excess of standards established in the local general plan or noise ordinance, or applicable standards of other agencies?			✗	
B. Would the project result in generation of excessive ground borne vibration or ground borne noise levels?			✗	
C. For a project located within the vicinity of a private airstrip or an airport land use plan or, where such a plan has not been adopted, within two miles of a public airport or public use airport, would the project expose people residing or working in the project area to excessive noise levels?			✗	

ANALYSIS OF ENVIRONMENTAL IMPACTS

A. *Would the project result in generation of a substantial temporary or permanent increase in ambient noise levels in the vicinity of the project in excess of standards established in the local general plan or noise ordinance, or applicable standards of other agencies? • Less than Significant Impact.*

The most commonly used unit for measuring the level of sound is the decibel (dB). Zero on the decibel scale represents the lowest limit of sound that can be heard by humans. The eardrum may rupture at 140 dB. In general, an increase of between 3.0 dB and 5.0 dB in the ambient noise level is considered to represent the threshold for human sensitivity. In other words, increases in ambient noise levels of 3.0 dB or less are not generally perceptible to persons with average hearing abilities.⁷² Noise levels that are associated with common, everyday activities are illustrated in Exhibit 3-9.

The ambient noise environment in the vicinity of the project site is dominated by noise emanating from vehicles traveling down the surrounding roadways. Upon billboard installation, noise will not be generated on-site. As indicated in Section 3.17 (Transportation), there will not be any change in the traffic distribution over that which presently exists. The only vehicle trips that will be generated will be those necessary for installation over the three- to five-day period and those necessary for periodic maintenance. As previously mentioned, the nearest residential uses are the single-family homes that are located approximately 600 feet west of the project site, west of the I-710 Freeway, thereby eliminating any significant noise impacts on sensitive receptors.

⁷² Bugliarello, et. al. *The Impact of Noise Pollution*, Chapter 127, 1975.




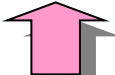

Noise Levels – in dBA		
 Serious Injury	165	
	160	
	155	
	150	
 Pain	145	
	140	<i>sonic boom</i>
	135	
	130	
	125	<i>jet take off at 200 feet</i>
	120	
 Discomfort	115	<i>music in night club interior</i>
	110	<i>motorcycle at 20 feet</i>
	105	<i>power mower</i>
	100	
	95	<i>freight train at 50 feet</i>
	90	<i>food blender</i>
 Range of Typical Noise Levels	85	<i>typical construction noise/electric mixer</i>
	80	
	75	
	70	<i>portable fan/roadway traffic at 50 feet</i>
	65	
	60	<i>dishwasher/air conditioner</i>
	55	
	50	<i>normal conversation</i>
	45	<i>refrigerator/light traffic at 100 feet</i>
	40	
	35	<i>library interior (quiet study area)</i>
	30	
 Threshold of Hearing	25	
	20	
	15	
	10	<i>rustling leaves</i>
	5	
	0	

EXHIBIT 3-7 TYPICAL NOISE SOURCES AND LOUDNESS SCALE

SOURCE: BLODGETT BAYLOSIS ENVIRONMENTAL PLANNING

The installation of the proposed digital billboard will result in short-term (construction-related) noise impacts during the three- to five-day installation period, though these noise impacts will be minimal. Construction-related noise impacts will not be significant since the billboards will be located along major roadways (Rosecrans Avenue and the I-710 Freeway), thus drowning out construction-related noise due to high ambient noise levels. In addition, the materials used in the construction of billboards are manufactured off-site. The billboard components would be transported to the project site where they would be assembled and installed and there would be a limited duration of construction activities (three to five days). As a result, the potential noise impacts would be less than significant.

B. *Would the project result in generation of excessive ground borne vibration or ground borne noise levels? • Less than Significant Impact.*

Once in operation, the billboards will not raise ground-borne noise levels. No mobile (traffic-related) noise or stationary noise will result from the operation of the billboards. However, slight increases in ground-borne noise levels could occur during the three- to five-day construction phase. The increase in noise during the construction phase will be difficult to distinguish due to the high ambient vehicle noise levels that will be present along the surrounding roadways (Rosecrans Avenue and the I-710 Freeway). In addition, the materials used in the construction of billboards are manufactured off-site. The billboard components would be transported to the individual locations where they would be assembled and installed. As previously mentioned, the nearest residential uses are the single-family homes that are located approximately 600 feet west of the project site, west of the I-710 Freeway, thereby eliminating any significant noise impacts on sensitive receptors. As a result, less than significant impacts will occur.

C. *For a project located within the vicinity of a private airstrip or an airport land use plan or, where such a plan has not been adopted, within two miles of a public airport or public use airport, would the project expose people residing or working in the project area to excessive noise levels? • Less than Significant Impact.*

The project site is not located within two miles of an airport. Compton/Woodley Airport is located approximately 3.26 miles southwest of the project site.⁷³ The project site is not located within the vicinity of a private airstrip or an airport land use plan. The construction workers involved in the digital billboard installation will not be significantly exposed to excessive noise levels due to the limited duration of the billboard installation activities (three to five days) and the airport's distance from the project site. As a result, the proposed project will not significantly expose workers to excessive noise and less than significant impacts will occur.

MITIGATION MEASURES

The analysis of potential impacts related to noise indicated that no impacts would result from the proposed project's approval and subsequent implementation. As a result, no mitigation measures are required.

⁷³ Google Earth. Website accessed March 18, 2020.

3.14 POPULATION & HOUSING

Environmental Issue Areas Examined	Potentially Significant Impact	Less Than Significant Impact With Mitigation	Less Than Significant Impact	No Impact
A. Would the project induce substantial unplanned population growth in an area, either directly (for example, by proposing new homes and businesses) or indirectly (for example, through extension of roads or other infrastructure)?				✗
B. Would the project displace substantial numbers of existing people or housing, necessitating the construction of replacement housing elsewhere?				✗

ANALYSIS OF ENVIRONMENTAL IMPACTS

A. *Would the project induce substantial unplanned population growth in an area, either directly (for example, by proposing new homes and businesses) or indirectly (for example, through extension of roads or other infrastructure)? • No Impact.*

Growth-inducing impacts are generally associated with the provision of urban services to an undeveloped or rural area. Growth-inducing impacts include the following:

- New development in an area presently undeveloped and economic factors which may influence development;
- Extension of roadways and other transportation facilities;
- Extension of infrastructure and other improvements;
- Major off-site public projects (treatment plants, etc.);
- The removal of housing requiring replacement housing elsewhere;
- Additional population growth leading to increased demand for goods and services; and,
- Short-term growth-inducing impacts related to the project's construction.

The proposed project involves the installation and operation of a single digital billboard. The billboard's installation and operation will not result in any direct or indirect population growth for the City since the billboard will not create housing or local employment. The billboard will be a stand-alone structure which will only require a limited amount of construction workers for a three- to five-day installation period and for periodic maintenance. Furthermore, the new billboard is not considered an extension of infrastructure that could induce population growth. As a result, no housing or population impacts will occur.

B. *Would the project displace substantial numbers of existing people or housing, necessitating the construction of replacement housing elsewhere? • No Impact.*

The project site is currently undeveloped and covered over in dirt, grass, debris and ruderal vegetation. There are no residential land uses within or adjacent to the project site. In addition, the project site is not zoned for residential uses. The nearest residential uses are the single-family homes that are located approximately 600 feet west of the project site, west of the I-710 Freeway. No housing units will be displaced as a result of the proposed project's implementation and no impacts will occur.

MITIGATION MEASURES

The analysis of population and housing impacts indicated that no impacts would result from the proposed project's approval and subsequent implementation. As a result, no mitigation is required.

3.15 PUBLIC SERVICES

Environmental Issue Areas Examined	Potentially Significant Impact	Less Than Significant Impact With Mitigation	Less Than Significant Impact	No Impact
A. Would the project result in substantial adverse physical impacts associated with the provision of new or physically altered governmental facilities, need for new or physically altered governmental facilities, the construction of which would cause significant environmental impacts, in order to maintain acceptable service ratios, response times, or other performance objectives for fire protection?				✗
B. Would the project result in substantial adverse physical impacts associated with the provision of new or physically altered governmental facilities, need for new or physically altered governmental facilities, the construction of which would cause significant environmental impacts, in order to maintain acceptable service ratios, response times, or other performance objectives for police protection?			✗	
C. Would the project result in substantial adverse physical impacts associated with the provision of new or physically altered governmental facilities, need for new or physically altered governmental facilities, the construction of which would cause significant environmental impacts, in order to maintain acceptable service ratios, response times, or other performance objectives for schools?				✗
D. Would the project result in substantial adverse physical impacts associated with the provision of new or physically altered governmental facilities, need for new or physically altered governmental facilities, the construction of which would cause significant environmental impacts, in order to maintain acceptable service ratios, response times, or other performance objectives for parks?				✗
E. Would the project result in substantial adverse physical impacts associated with the provision of new or physically altered governmental facilities, need for new or physically altered governmental facilities, the construction of which would cause significant environmental impacts, in order to maintain acceptable service ratios, response times, or other performance objectives for other public facilities?				✗

ANALYSIS OF ENVIRONMENTAL IMPACTS

- A.** *Would the project result in substantial adverse physical impacts associated with the provision of new or physically altered governmental facilities, need for new or physically altered governmental facilities, the construction of which would cause significant environmental impacts, in order to maintain acceptable service ratios, response times, or other performance objectives for fire protection? • No Impact.*

The Los Angeles County Fire Department (LACFD) provides fire protection service for the City of Paramount. The City of Paramount is served by two fire stations. Station 31, located at 7521 East Somerset Boulevard, has two fire engines and one paramedic squad. Station 57 is located at 5720

Gardendale Street in South Gate and has one fire engine.⁷⁴ LACFD Station 31 is the nearest first response station to the project site and is located approximately one mile southeast of the project site. The proposed project will not place additional demands on LACFD services. The billboards are stand-alone structures which will not be habitable and will not result in an incremental increase in demand for fire protection services. In addition, the project's implementation will not affect response times or department capacity. As a result, no impacts will occur from the proposed project's implementation.

B. *Would the project result in substantial adverse physical impacts associated with the provision of new or physically altered governmental facilities, need for new or physically altered governmental facilities, the construction of which would cause significant environmental impacts, in order to maintain acceptable service ratios, response times, or other performance objectives for police protection? • Less than Significant Impact.*

The Los Angeles County Sheriff's Department provides law enforcement services throughout the City. Currently, the sheriff's department assigned to the City of Paramount is staffed with 42 personnel, including patrol deputies, a detective team, and a deputy district attorney. The City is served by the Lakewood Station at 5130 Clark Avenue in Lakewood and by a substation located near the intersection of Paramount and Somerset Boulevards in Paramount. Emergency response times are approximately three minutes throughout the City. The billboards will neither increase police response times nor place a strain on existing or future police resources. However, there is a possibility for graffiti. The following City requirement will be applicable to the proposed project:

"When an advertising display is defaced with graffiti, the display owner shall remove the graffiti within seventy-two (72) hours after telephonic and/or email notice by city."

The above requirement will be enforced by the City and the Applicant with assistance from the Los Angeles County Sheriff's Department and the City's Code Enforcement Division. As a result, less than significant impacts on law enforcement services will result from the proposed project's implementation.

C. *Would the project result in substantial adverse physical impacts associated with the provision of new or physically altered governmental facilities, need for new or physically altered governmental facilities, the construction of which would cause significant environmental impacts, in order to maintain acceptable service ratios, response times, or other performance objectives for schools? • No Impact.*

The City is served by the Paramount Unified School District (PUSD), which serves kindergarten through twelfth grades and consists of nine elementary schools, two intermediate schools, one high school, a continuation school, and an adult education school. The proposed project will not involve any development and/or uses that could potentially affect school enrollments. The proposed project will not result in an increase in population and therefore will not create an incremental demand for school services. As a result, no impacts on school services will result from the proposed project's implementation.

⁷⁴ United States Geological Survey. Paramount, California (The National Map) July 1, 1998.

- D.** *Would the project result in substantial adverse physical impacts associated with the provision of new or physically altered governmental facilities, need for new or physically altered governmental facilities, the construction of which would cause significant environmental impacts, in order to maintain acceptable service ratios, response times, or other performance objectives for parks? • No Impact.*

The proposed project will not involve any development and/or uses that could potentially affect parks. The proposed project will not result in an increase in population and therefore will not create an incremental demand for park services. As a result, no impacts on parks will result from the proposed project's implementation.

- E.** *Would the project result in substantial adverse physical impacts associated with the provision of new or physically altered governmental facilities, need for new or physically altered governmental facilities, the construction of which would cause significant environmental impacts, in order to maintain acceptable service ratios, response times, or other performance objectives for other public facilities? • No Impact.*

No new public facilities will be needed since the proposed project will not result in an increase in population and therefore will not create a need for increased public services. As a result, no impacts will occur.

MITIGATION MEASURES

The analysis determined that the proposed project would not result in any significant impact on public services. As a result, no mitigation is required.

3.16 RECREATION

Environmental Issue Areas Examined	Potentially Significant Impact	Less Than Significant Impact With Mitigation	Less Than Significant Impact	No Impact
A. Would the project increase the use of existing neighborhood and regional parks or other recreational facilities such that substantial physical deterioration of the facility would occur or be accelerated?				×
B. Would the project include recreational facilities or require the construction or expansion of recreational facilities which might have an adverse physical effect on the environment?				×

ANALYSIS OF ENVIRONMENTAL IMPACTS

A. *Would the project increase the use of existing neighborhood and regional parks or other recreational facilities such that substantial physical deterioration of the facility would occur or be accelerated?* • No Impact.

The proposed project will not cause local population growth which could potentially overwhelm the local recreational facilities. As a result, no impacts on parks will result from the proposed project's implementation.

B. *Would the project include recreational facilities or require the construction or expansion of recreational facilities which might have an adverse physical effect on the environment?* • No Impact.

The proposed project will not result in any development that would potentially increase the demand for recreational facilities and services. In addition, the project will not include recreational facilities or require the construction or expansion of recreational facilities. As a result, no impacts will occur.

MITIGATION MEASURES

The analysis determined that the proposed project would not result in any impact on recreational facilities and services. As a result, no mitigation is required.

3.17 TRANSPORTATION

Environmental Issue Areas Examined	Potentially Significant Impact	Less Than Significant Impact With Mitigation	Less Than Significant Impact	No Impact
A. Would the project conflict with a program, plan, ordinance, or policy addressing the circulation system, including transit, roadway, bicycle and pedestrian facilities?				✗
B. Would the project conflict or be inconsistent with CEQA Guidelines Section 15064.3 subdivision (b)?				✗
C. Would the project substantially increase hazards due to a geometric design feature (e.g., sharp curves or dangerous intersections) or incompatible uses (e.g., farm equipment)?			✗	
D. Would the project result in inadequate emergency access?				✗

ANALYSIS OF ENVIRONMENTAL IMPACTS

A. *Would the project conflict with a program, plan, ordinance, or policy addressing the circulation system, including transit, roadway, bicycle and pedestrian facilities?* • No Impact.

The proposed project involves the installation and operation of a single digital billboard. The location of the proposed billboard will be approximately 200 feet east of the I-710 Freeway and 600 feet north of Rosecrans Avenue. This parcel is located on a strip of land that is located in between the I-710 Freeway and the Los Angeles River. Given the nature of the proposed project, there will not be any change in the traffic circulation over that which presently exists. The only vehicle trips that will be generated will be those necessary for installation over a three- to five-day period and those necessary for periodic maintenance. As a result, no change in the operating levels of service at the area intersections will result as part of the proposed project's implementation, and no impacts will occur.

B. *Would the project conflict or be inconsistent with CEQA Guidelines Section 15064.3 subdivision (b)?* • No Impact.

According to CEQA Guidelines Section 15064.3 subdivision (b)(1), vehicle miles traveled (VMT) exceeding an applicable threshold of significance may indicate a significant impact. Generally, projects within one-half mile of either an existing major transit stop or a stop along an existing high quality transit corridor should be presumed to cause a less than significant transportation impact. Projects that decrease vehicle miles traveled in the project area compared to existing conditions should be considered to have a less than significant transportation impact. Due to the nature of the proposed project, there will not be any change in the traffic distribution over that which presently exists. The only vehicle trips that will be generated will be those necessary for installation over a three- to five-day period and those necessary for periodic maintenance. CEQA Guidelines Section 15064.3 subdivision (b)(2) focuses on impacts that result from certain transportation projects. The proposed project is not a transportation project. Therefore, no impacts will occur. CEQA Guidelines Section 15064.3 subdivision (b)(3) and (b)(4) focuses on the evaluation of a project's VMT. As previously mentioned in

Subsection A, there will not be any change in the traffic circulation over that which presently exists. The only vehicle trips that will be generated will be those necessary for installation over a three- to five-day period and those necessary for periodic maintenance. As a result, the proposed project will not result in a conflict or be inconsistent with Section 15064.3 subdivision (b) of the CEQA Guidelines and no impacts will occur.

C. *Would the project substantially increase hazards due to a geometric design feature (e.g., sharp curves or dangerous intersections) or incompatible uses (e.g., farm equipment)? • Less than Significant Impact.*

The new digital billboard will not require the alteration or construction of roadways, thus eliminating the impacts related to sharp curves or dangerous intersections. The existing configuration of the existing roadways will not change. The digital billboards will be required to adhere to Caltrans requirements that govern illumination so as not to interfere with drivers. These requirements are designed to eliminate hazards to the drivers on the surrounding roadways. Therefore, the impacts are considered to be less than significant.

D. *Would the project result in inadequate emergency access? • No Impact.*

The proposed project would not impede emergency access to any neighboring properties during construction and operation. At no time will the surrounding roadways be closed to traffic. All construction staging areas will be located within the project site. The construction plan must identify specific provisions for the regulation of construction vehicle ingress and egress to the site during billboard installation as a means to provide continued through-access. As a result, no impacts are associated with the proposed project's implementation.

MITIGATION MEASURES

The analysis determined that the proposed project would not result in any significant impact on transportation and circulation. As a result, no mitigation is required.

3.18 TRIBAL CULTURAL RESOURCES

Environmental Issue Areas Examined	Potentially Significant Impact	Less Than Significant Impact With Mitigation	Less Than Significant Impact	No Impact
A. Would the project cause a substantial adverse change in the significance of a tribal cultural resource, defined in Public Resources Code Section 21074 as either a site, feature, place, cultural landscape that is geographically defined in terms of the size and scope of the landscape, sacred place, or object with cultural value to a California Native American tribe, and that is listed or eligible for listing in the California Register of Historical Resources, or in a local register of historical resources as defined in Public Resources Code Section 5020.1(k)?		×		
B. Would the project cause a substantial adverse change in the significance of a tribal cultural resource, defined in Public Resources Code Section 21074 as either a site, feature, place, cultural landscape that is geographically defined in terms of the size and scope of the landscape, sacred place, or object with cultural value to a California Native American tribe, and that is a resource determined by the Lead Agency, in its discretion and supported by substantial evidence, to be significant pursuant to criteria set forth in subdivision (c) of Public Resources Code Section 5024.1. In applying the criteria set forth in subdivision (c) of Public Resource Code Section 5024.1, the Lead Agency shall consider the significance of the resource to a California Native American tribe.			×	

ANALYSIS OF ENVIRONMENTAL IMPACTS

A. *Would the project cause a substantial adverse change in the significance of a tribal cultural resource, defined in Public Resources Code Section 21074 as either a site, feature, place, cultural landscape that is geographically defined in terms of the size and scope of the landscape, sacred place, or object with cultural value to a California Native American tribe, and that is listed or eligible for listing in the California Register of Historical Resources, or in a local register of historical resources as defined in Public Resources Code Section 5020.1(k)? • Less than Significant Impact with Mitigation.*

A Tribal Resource is defined in Public Resources Code Section 21074 and includes the following:

- Sites, features, places, cultural landscapes, sacred places, and objects with cultural value to a California Native American tribe that are either of the following: included or determined to be eligible for inclusion in the California Register of Historical Resources or included in a local register of historical resources as defined in subdivision (k) of Section 5020.1.
- A resource determined by the Lead Agency, in its discretion and supported by substantial evidence, to be significant pursuant to criteria set forth in subdivision (c) of Section 5024.1. In applying the criteria set forth in subdivision (c) of Section 5024.1 for the purposes of this paragraph, the Lead Agency shall consider the significance of the resource to a California Native American tribe.

- A cultural landscape that meets the criteria of subdivision (a) is a tribal cultural resource to the extent that the landscape is geographically defined in terms of the size and scope of the landscape.
- A historical resource described in Section 21084.1, a unique archaeological resource as defined in subdivision (g) of Section 21083.2, or a “non-unique archaeological resource” as defined in subdivision (h) of Section 21083.2 may also be a tribal cultural resource if it conforms with the criteria of subdivision (a).

The proposed project involves the installation and operation of a single digital billboard. The billboard will be a V-shaped billboard structure that will feature two opposing billboard faces which will be oriented towards the northeast and southwest. The entire billboard structure will have a height of 45 feet and the billboard faces will have a length of 48 feet and a height of 14 feet.

The digital billboard would be located within an urbanized area of the City and there is a limited likelihood that artifacts will be encountered. The drilling for the billboard’s support will be 25 feet and the diameter will be approximately 5 feet. In addition, the installation sites are not located within areas that are typically associated with habitation sites, foraging areas, ceremonial sites, or burials. However, the entire City is located within the cultural area that was formerly occupied by the Gabrieleño-Kizh. Although the surrounding area has been subject to disturbance to accommodate the existing roadways and development, the project site is situated in an area of high archaeological significance. As a result, the following mitigation is required:

- The project Applicant will be required to obtain the services of a qualified Native American Monitor(s) during construction-related ground disturbance activities. Ground disturbance is defined by the Tribal Representatives from the Gabrieleño Band of Mission Indians, Kizh Nation as activities that include, but are not limited to, pavement removal, pot-holing or auguring, boring, grading, excavation, and trenching, within the project site. The monitor(s) must be approved by the tribal representatives and will be present on-site during the construction phases that involve any ground-disturbing activities.

Title 14; Chapter 3; Article 5; Section 15064.5 of CEQA will apply in terms of the identification of significant archaeological resources and their salvage. Adherence to the abovementioned mitigation measure will reduce potential impacts to levels that are less than significant.

B. *Would the project cause a substantial adverse change in the significance of a tribal cultural resource, defined in Public Resources Code Section 21074 as either a site, feature, place, cultural landscape that is geographically defined in terms of the size and scope of the landscape, sacred place, or object with cultural value to a California Native American tribe, and that is a resource determined by the Lead Agency, in its discretion and supported by substantial evidence, to be significant pursuant to criteria set forth in subdivision (c) of Public Resources Code Section 5024.1. In applying the criteria set forth in subdivision (c) of Public Resource Code Section 5024.1, the Lead Agency shall consider the significance of the resource to a California Native American tribe.* • *Less than Significant Impact.*

As previously mentioned, the billboard would be located within an area of the City that has been disturbed due to past development and there is a limited likelihood that artifacts will be encountered.

The drilling for the billboards' support will be limited to 25 feet and the diameter will be approximately 5 feet. In addition, the project site is not located within an area that is typically associated with habitation sites, foraging areas, ceremonial sites, or burials. Although the project site and the surrounding areas have been subject to disturbance, the project site is situated in an area of high archaeological significance. As a result, a mitigation measure is provided in the previous subsection to ensure the preservation of any discovered tribal artifacts and tribal cultural impacts will be reduced to levels that are considered to be less than significant.

MITIGATION MEASURES

Although the surrounding area has been subject to disturbance to accommodate the existing roadways and development, the project site is situated in an area of high archaeological significance. As a result, the following mitigation is required:

Mitigation Measure No. 1 (Tribal Cultural Resources). The project Applicant will be required to obtain the services of a qualified Native American Monitor(s) during construction-related ground disturbance activities. Ground disturbance is defined by the Tribal Representatives from the Gabrieleño Band of Mission Indians, Kizh Nation as activities that include, but are not limited to, pavement removal, pot-holing or auguring, boring, grading, excavation, and trenching, within the project site. The monitor(s) must be approved by the tribal representatives and will be present on-site during the construction phases that involve any ground-disturbing activities.

3.19 UTILITIES & SERVICE SYSTEMS

Environmental Issue Areas Examined	Potentially Significant Impact	Less Than Significant Impact With Mitigation	Less Than Significant Impact	No Impact
A. Would the project require or result in the relocation or construction of new or expanded water, wastewater treatment or stormwater drainage, electric power, natural gas, or telecommunications facilities, the construction or relocation of which could cause significant environmental effects?				×
B. Would the project have sufficient water supplies available to serve the project and reasonably foreseeable future development during normal, dry and multiple dry years?				×
C. Would the project result in a determination by the wastewater treatment provider which serves or may serve the project that it has adequate capacity to serve the project's projected demand in addition to the provider's existing commitments?				×
D. Would the project generate solid waste in excess of state or local standards, or in excess of the capacity of local infrastructure, or otherwise impair the attainment of solid waste reduction goals?				×
E. Would the project comply with federal, state, and local management and reduction statutes and regulations related to solid waste?				×

ANALYSIS OF ENVIRONMENTAL IMPACTS

A. *Would the project require or result in the relocation or construction of new or expanded water, wastewater treatment or stormwater drainage, electric power, natural gas, or telecommunications facilities, the construction or relocation of which could cause significant environmental effects?* • No Impact.

The proposed project involves the installation and operation of a single digital billboard. The billboard will be a V-shaped billboard structure that will feature two opposing billboard faces which will be oriented towards the northeast and southwest. The entire billboard structure will have a height of 45 feet and the billboard faces will have a length of 48 feet and a height of 14 feet. Due to the nature of the proposed project, the proposed digital billboard will not require water, wastewater treatment, stormwater drainage, natural gas or telecommunication facilities. The proposed billboard would be constructed pursuant to current electrical codes, including Title 24 of the State Building Code. The installation of the billboard will not result in excessive energy consumption because the materials used in the construction of the billboard are manufactured off-site and the billboard will be installed over a three- to five-day period. The billboard will require electrical connections but will not require the relocation or construction of new or expanded electric power facilities and no impacts will result.

- B.** *Would the project have sufficient water supplies available to serve the project and reasonably foreseeable future development during normal, dry and multiple dry years? • No Impact.*

The installation and operation of the billboard will not involve any uses or activities that would result in the consumption of water. The installation of the billboard will not require the installation of landscaping and therefore will not require water for landscaping. As a result, no impacts will occur.

- C.** *Would the project result in a determination by the wastewater treatment provider which serves or may serve the project that it has adequate capacity to serve the project's projected demand in addition to the provider's existing commitments? • No Impact.*

The proposed project will not involve any uses or activities that would result in the generation of wastewater. As a result, no impacts will occur.

- D.** *Would the project generate solid waste in excess of state or local standards, or in excess of the capacity of local infrastructure, or otherwise impair the attainment of solid waste reduction goals? • No Impact.*

The proposed project will not involve any uses or activities that would result in the generation of solid waste. As a result, no impacts will occur.

- E.** *Would the project comply with federal, state, and local management and reduction statutes and regulations related to solid waste? • No Impact.*

The proposed project will not involve any uses or activities that would result in the generation of solid waste. As a result, no impacts will occur.

MITIGATION MEASURES

The analysis of utilities and service systems indicated that no impacts would result from the proposed project's approval and subsequent implementation. As a result, no mitigation is required.

3.20 WILDFIRE

Environmental Issue Areas Examined	Potentially Significant Impact	Less Than Significant Impact With Mitigation	Less Than Significant Impact	No Impact
A. If located in or near state responsibility areas or lands classified as very high fire hazard severity zones, would the project substantially impair an adopted emergency response plan or emergency evacuation plan?				✗
B. If located in or near state responsibility areas or lands classified as very high fire hazard severity zones, would the project due to slope, prevailing winds, and other factors, exacerbate wildfire risks, and thereby expose project occupants to pollutant concentrations from a wildfire or the uncontrolled spread of a wildfire?				✗
C. If located in or near state responsibility areas or lands classified as very high fire hazard severity zones, would the project require the installation or maintenance of associated infrastructure (such as roads, fuel breaks, emergency water sources, power lines, or other utilities) that may exacerbate fire risk or that may result in temporary or ongoing impacts to the environment?				✗
D. If located in or near state responsibility areas or lands classified as very high fire hazard severity zones, would the project expose people or structures to significant risks, including down slope or downstream flooding or landslides, as a result of runoff, post-fire slope instability, or drainage changes?				✗

ANALYSIS OF ENVIRONMENTAL IMPACTS

A. *If located in or near state responsibility areas or lands classified as very high fire hazard severity zones, would the project substantially impair an adopted emergency response plan or emergency evacuation plan?* • No Impact.

The proposed project involves the installation and operation of a single digital billboard. The billboard will be a V-shaped billboard structure that will feature two opposing billboard faces which will be oriented towards the northeast and southwest. The entire billboard structure will have a height of 45 feet and the billboard faces will have a length of 48 feet and a height of 14 feet.

The proposed project would not impede emergency access during construction and operation. At no time will the surrounding roadways be closed to traffic. All construction staging areas will be located within the project site. The construction plan must identify specific provisions for the regulation of construction vehicle ingress and egress to the site during billboard installation as a means to provide continued through-access. Furthermore, the City is not located within areas prone to wildfires. As a result, no impacts will occur.

- B.** *If located in or near state responsibility areas or lands classified as very high fire hazard severity zones, would the project due to slope, prevailing winds, and other factors, exacerbate wildfire risks, and thereby expose project occupants to pollutant concentrations from a wildfire or the uncontrolled spread of a wildfire? • No Impact.*

The City is not located within an area prone to wildfires. In addition, the billboard will not change the nature of the project site. As a result, no impacts will occur.

- C.** *If located in or near state responsibility areas or lands classified as very high fire hazard severity zones, would the project require the installation or maintenance of associated infrastructure (such as roads, fuel breaks, emergency water sources, power lines, or other utilities) that may exacerbate fire risk or that may result in temporary or ongoing impacts to the environment? • No Impact.*

The City is not located within areas prone to wildfires. In addition, the billboard will not change the nature of the project site. As a result, no impacts will occur.

- D.** *If located in or near state responsibility areas or lands classified as very high fire hazard severity zones, would the project expose people or structures to significant risks, including down slope or downstream flooding or landslides, as a result of runoff, post-fire slope instability, or drainage changes? • No Impact.*

The City is not located within areas prone to wildfires. In addition, the surrounding areas are level. As a result, no impacts will occur.

MITIGATION MEASURES

The analysis of wildfires impacts indicated that no impacts would result from the proposed project's approval and subsequent implementation. As a result, no mitigation is required.

3.21 MANDATORY FINDINGS OF SIGNIFICANCE

Environmental Issue Areas Examined	Potentially Significant Impact	Less Than Significant Impact With Mitigation	Less Than Significant Impact	No Impact
A. Does the project have the potential to substantially degrade the quality of the environment, substantially reduce the habitat of a fish or wildlife species, cause a fish or wildlife population to drop below self-sustaining levels, threaten to eliminate a plant or animal community, substantially reduce the number or restrict the range of a rare or endangered plant or animal or eliminate important examples of the major periods of California history or prehistory?				×
B. Does the project have impacts that are individually limited, but cumulatively considerable? ("Cumulatively considerable" means that the incremental effects of a project are considerable when viewed in connection with the effects of past projects, the effects of other current projects, and the effects of probable future projects)				×
C. Does the project have environmental effects which will cause substantial adverse effects on human beings, either directly or indirectly?				×

The following findings can be made regarding the Mandatory Findings of Significance set forth in Section 15065 of the CEQA Guidelines based on the results of this environmental assessment:

- The proposed project *will not* have the potential to substantially degrade the quality of the environment, substantially reduce the habitat of a fish or wildlife species, cause a fish or wildlife population to drop below self-sustaining levels, threaten to eliminate a plant or animal community, substantially reduce the number or restrict the range of a rare or endangered plant or animal or eliminate important examples of the major periods of California history or prehistory. As indicated in Section 3.1 through 3.20, the proposed project will not result in any significant unmitigable environmental impacts.
- The proposed project *will not* have impacts that are individually limited, but cumulatively considerable. The proposed project is relatively small and the attendant environmental impacts will not lead to a cumulatively significant impact on any of the issues analyzed herein.
- The proposed project *will not* have environmental effects which will cause substantial adverse effects on human beings, either directly or indirectly. As indicated in Section 3.1 through 3.20, the proposed project will not result in any significant unmitigable environmental impacts.



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SECTION 4 CONCLUSIONS

4.1 FINDINGS

The Initial Study determined that the proposed project is not expected to have significant adverse environmental impacts. The following findings can be made regarding the Mandatory Findings of Significance set forth in Section 15065 of the CEQA Guidelines based on the results of this Initial Study:

- The proposed project *will not* have the potential to substantially degrade the quality of the environment, substantially reduce the habitat of a fish or wildlife species, cause a fish or wildlife population to drop below self-sustaining levels, threaten to eliminate a plant or animal community, substantially reduce the number or restrict the range of an endangered, rare or threatened species or eliminate important examples of the major periods of California history or prehistory.
- The proposed project *will not* have impacts that are individually limited, but cumulatively considerable.
- The proposed project *will not* have environmental effects which will cause substantially adverse effects on human beings, either directly or indirectly.
- A Mitigation Reporting and Monitoring Program *will be* required.

4.2 MITIGATION MONITORING

In addition, pursuant to Section 21081(a) of the Public Resources Code, findings must be adopted by the decision-maker coincidental to the approval of a Mitigated Negative Declaration, which relates to the Mitigation Monitoring Program. These findings shall be incorporated as part of the decision-maker's findings of fact, in response to AB-3180 and in compliance with the requirements of the Public Resources Code. In accordance with the requirements of Section 21081(a) and 21081.6 of the Public Resources Code, the City of Paramount can make the following additional findings:

- A mitigation monitoring and reporting program will be required; and,
- An accountable enforcement agency or monitoring agency shall be identified for the mitigation measures adopted as part of the decision-maker's final determination.

Mitigation measures have been recommended as a means to reduce or eliminate potential adverse environmental impacts to insignificant levels. AB-3180 requires that a monitoring and reporting program be adopted for the recommended mitigation measures.



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SECTION 5 REFERENCES

5.1 PREPARERS

Blodgett Baylosis Environmental Planning
2211 South Hacienda Boulevard, Suite 107
Hacienda Heights, CA 91745
(626) 336-0033

Alejandra Rocha, Project Manager
Marc Blodgett, Project Principal
Alice Ye, Administrative Assistant

5.2 REFERENCES

Bugliarello, et. al., *The Impact of Noise Pollution*, Chapter 127, 1976.

California Department of Conservation, Division of Land Resource Protection, Farmland Mapping, and Monitoring Program. *California Important Farmland Finder*.

California Department of Fish and Wildlife, *Natural Diversity Database*.

California Department of Parks and Recreation, *California Historical Landmarks*.

California Division of Mines and Geology, *Seismic Hazards Mapping Program*, 2012.

California Office of Planning and Research, *California Environmental Quality Act and the CEQA Guidelines*, as amended 2018.

South Coast Air Quality Management District, *CEQA Air Quality Handbook*, April 1993.

South Coast Air Quality Management District, *2016 Air Quality Management Plan*, March 2017.

Southern California Association of Governments, *Regional Transportation Plan/Sustainable Communities Strategy 2016-2040*, April 2016.

United States Department of Agriculture. *Web Soil Survey*.



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MITIGATION MONITORING AND REPORTING PROGRAM

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MITIGATION MONITORING AND REPORTING PROGRAM

1. FINDINGS OF THE ENVIRONMENTAL ASSESSMENT

The attached Initial Study prepared for the proposed project indicated that the proposed project will not result in significant environmental impacts upon implementation of the required mitigation measures. The following Mandatory Findings of Significance can be made as set forth in Section 15065 of the CEQA Guidelines, as amended, based on the results of this environmental assessment:

- The proposed project *will not* have the potential to substantially degrade the quality of the environment, substantially reduce the habitat of a fish or wildlife species, cause a fish or wildlife population to drop below self-sustaining levels, threaten to eliminate a plant or animal community, substantially reduce the number or restrict the range of an endangered, rare or threatened species or eliminate important examples of the major periods of California history or prehistory. As indicated in Section 3.1 through 3.20, the proposed project will not result in any significant unmitigable environmental impacts.
- The proposed project *will not* have impacts that are individually limited, but cumulatively considerable. The proposed project is relatively small and the attendant environmental impacts will not lead to a cumulatively significant impact on any of the issues analyzed herein.
- The proposed project *will not* have environmental effects which will cause substantially adverse effects on human beings, either directly or indirectly. As indicated in Section 3, the proposed project will not result in any significant unmitigable environmental impacts.

2. FINDINGS RELATED TO MITIGATION MONITORING

Section 21081(a) of the Public Resources Code states that findings must be adopted by the decision-makers coincidental to the approval of a Mitigated Negative Declaration. These findings shall be incorporated as part of the decision-maker's findings of fact, in response to AB-3180. In accordance with the requirements of Section 21081(a) and 21081.6 of the Public Resources Code, the following additional findings may be made:

- A mitigation reporting or monitoring program will be required;
- Site plans and/or building plans, submitted for approval by the responsible monitoring agency, shall include the required standard conditions; and,
- An accountable enforcement agency or monitoring agency shall be identified for the mitigations adopted as part of the decision-maker's final determination.

3. MITIGATION MEASURES

Although the project site and the surrounding areas have been subject to disturbance resulting from human activities, the project site is situated in an area of high archaeological significance. As a result, the following mitigation is required:

Mitigation Measure No. 1 (Tribal Cultural Resources). The project Applicant will be required to obtain the services of a qualified Native American Monitor(s) during construction-related ground disturbance activities. Ground disturbance is defined by the Tribal Representatives from the Gabrieleño Band of Mission Indians, Kizh Nation as activities that include, but are not limited to, pavement removal, pot-holing or auguring, boring, grading, excavation, and trenching, within the project site. The monitor(s) must be approved by the tribal representatives and will be present on-site during the construction phases that involve any ground-disturbing activities.

4. MITIGATION MONITORING

The monitoring and reporting on the implementation of these measures, including the period for implementation, monitoring agency, and the monitoring action, are identified below in Table 1.

TABLE 1 MITIGATION MONITORING PROGRAM			
Measure	Enforcement Agency	Monitoring Phase	Verification
<i>Mitigation Measure No. 1 (Tribal Cultural Resources).</i> The project Applicant will be required to obtain the services of a qualified Native American Monitor(s) during construction-related ground disturbance activities. Ground disturbance is defined by the Tribal Representatives from the Gabrieleño Band of Mission Indians, Kizh Nation as activities that include, but are not limited to, pavement removal, pot-holing or auguring, boring, grading, excavation, and trenching, within the project site. The monitor(s) must be approved by the tribal representatives and will be present on-site during the construction phases that involve any ground-disturbing activities.	Planning Department • (Applicant is responsible for implementation)	During the construction phase. • Mitigation ends when the ground disturbance is completed or otherwise noted by the appointed Native American Monitor(s).	Date: Name & Title:

AIR QUALITY WORKSHEETS

CalEEMod Version: CalEEMod.2016.3.2

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Date: 3/12/2020 4:30 PM

Paramount Digital Billboard - South Coast AQMD Air District, Summer

2.1 Overall Construction (Maximum Daily Emission)

Unmitigated Construction

Year	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
2020	0.8617	8.8523	7.8487	0.0133	0.3210	0.5224	0.6568	0.0534	0.4806	0.4806	0.0000	1,241.3878	1,241.3878	0.3567	0.0000	1,249.0755
Maximum	0.8617	8.8523	7.8487	0.0133	0.3210	0.5224	0.6568	0.0534	0.4806	0.4806	0.0000	1,241.3878	1,241.3878	0.3567	0.0000	1,249.0755

Mitigated Construction

Year	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
2020	0.8617	8.8523	7.8487	0.0133	0.2012	0.5224	0.5978	0.0534	0.4806	0.4806	0.0000	1,241.3878	1,241.3878	0.3567	0.0000	1,249.0755
Maximum	0.8617	8.8523	7.8487	0.0133	0.2012	0.5224	0.5978	0.0534	0.4806	0.4806	0.0000	1,241.3878	1,241.3878	0.3567	0.0000	1,249.0755

ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
Percent Reduction	0.00	0.00	0.00	0.00	37.32	0.00	8.99	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00

CalEEMod Version: CalEEMod.2016.3.2

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Date: 3/12/2020 4:30 PM

Paramount Digital Billboard - South Coast AQMD Air District, Summer

2.2 Overall Operational
Unmitigated Operational

Category	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
Area	0.0224	0.0000	1.0000e-004	0.0000		0.0000	0.0000		0.0000	0.0000		2.2000e-004	2.2000e-004	0.0000		2.3000e-004
Energy	0.0000	0.0000	0.0000	0.0000		0.0000	0.0000		0.0000	0.0000		0.0000	0.0000	0.0000		0.0000
Mobile	0.0000	0.0000	0.0000	0.0000		0.0000	0.0000		0.0000	0.0000		0.0000	0.0000	0.0000		0.0000
Total	0.0224	0.0000	1.0000e-004	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000		2.2000e-004	2.2000e-004	0.0000	0.0000	2.3000e-004

Mitigated Operational

Category	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
Area	0.0224	0.0000	1.0000e-004	0.0000		0.0000	0.0000		0.0000	0.0000		2.2000e-004	2.2000e-004	0.0000		2.3000e-004
Energy	0.0000	0.0000	0.0000	0.0000		0.0000	0.0000		0.0000	0.0000		0.0000	0.0000	0.0000		0.0000
Mobile	0.0000	0.0000	0.0000	0.0000		0.0000	0.0000		0.0000	0.0000		0.0000	0.0000	0.0000		0.0000
Total	0.0224	0.0000	1.0000e-004	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000		2.2000e-004	2.2000e-004	0.0000	0.0000	2.3000e-004

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AUGUST 4, 2020

AWARD OF CONTRACT

PROFESSIONAL SERVICES TO PREPARE THE HOUSING ELEMENT,
HEALTH AND SAFETY ELEMENT, AND ENVIRONMENTAL JUSTICE
ELEMENT OF THE PARAMOUNT GENERAL PLAN

MOTION IN ORDER:

AWARD THE CONTRACT FOR PROFESSIONAL SERVICES TO MIG FOR
PREPARATION OF THE HOUSING ELEMENT, HEALTH AND SAFETY
ELEMENT, AND ENVIRONMENTAL JUSTICE ELEMENT OF THE
PARAMOUNT GENERAL PLAN IN THE AMOUNT OF \$165,900 AND
AUTHORIZE THE MAYOR OR DESIGNEE TO EXECUTE THE
AGREEMENT.

MOTION:

MOVED BY: _____

SECONDED BY: _____

[] APPROVED

[] DENIED

ROLL CALL VOTE:

AYES: _____

NOES: _____

ABSENT: _____

ABSTAIN: _____



To: Honorable City Council

From: John Moreno, City Manager

By: John Carver, Planning Director
John King, AICP, Assistant Planning Director

Date: August 4, 2020

**Subject: AWARD OF CONTRACT
PROFESSIONAL SERVICES TO PREPARE THE HOUSING ELEMENT,
HEALTH AND SAFETY ELEMENT, AND ENVIRONMENTAL JUSTICE
ELEMENT OF THE PARAMOUNT GENERAL PLAN**

Background

This item is a request to award a contract for professional services to prepare the Housing Element, Health and Safety Element, and Environmental Justice Element of the Paramount General Plan. Every jurisdiction in California is required to have in place a general plan which serves as the comprehensive blueprint for the future and establishes goals to meet a particular vision. A successful general plan is based on a shared community vision with thorough public outreach and input. As in past update efforts, the Paramount General Plan helps set priorities and informs the City Council and City staff.

The Paramount General Plan was first approved in 1969, and the City Council adopted a General Plan update in August 2007. The Paramount General Plan consists of the following elements: Land Use Element, Economic Development Element, Housing Element, Transportation Element, Public Facilities Element, Health and Safety Element, and Resource Management Element. There is presently no Paramount Environmental Justice Element. The General Plan is accessible on the Planning Department webpage of the City website, and a hard copy is available upon request for public review.

A comprehensive update to the General Plan has been a goal in recent years. However, given the cost and resources necessary for such an undertaking at a time of impending economic uncertainty, a more focused update of particular General Plan elements is a more prudent approach. A nationally recognized planning consultant will be contracted to prepare the work on the General Plan elements.

Updates – Housing Element; Health and Safety Element

The most critical element to be revised is the Paramount Housing Element. Updating a housing element every eight years is a State mandate to help meet State-required housing goals and implement the Regional Housing Needs Assessment (RHNA) (6th

Cycle). A new RHNA is established upon each eight-year cycle, and jurisdictions must plan for a certain number of housing units of prescribed affordability types to be constructed during the upcoming eight-year cycle. The 6th Cycle, which becomes official in October 2020, refers to the eight years between October 2021 and October 2029. The current housing affordability crisis is shining even more light upon the need for housing solutions in many forms, and the California Department of Housing and Community Development (HCD) is requiring cities to respond by planning for a higher existing and projected housing need than past cycles.

Revising a housing element is a complex and extensive process with substantial community input and public hearings. Although RHNA numbers will not be finalized until later this year, the preliminary estimate from the Southern California Association of Governments (SCAG) is for an allocation of 363 units. In summary, a primary task of the Housing Element update is to determine locations in Paramount to accommodate the construction of an additional 363 housing units in the next eight years. In addition to the residential sites inventory analysis, the project team will conduct public engagement that will include stakeholder group interviews, surveys, community workshops, study sessions, and public hearings (all in compliance with ever-evolving COVID-19 safety protocols). Other tasks are to review existing Housing Element programs, assess housing needs, prepare a housing plan with programs and objectives, and compose draft and final Housing Element documents.

Due to recent State legislation, an update to a housing element triggers an assessment of a jurisdiction's safety element. Although not immediately required, staff recommends updating the Paramount Health and Safety Element concurrently with the Housing Element to share resources with the public engagement program and other tasks and data. As the City is also preparing a Climate Action Plan and has taken numerous actions to improve local air quality, those efforts will be integrated into the Health and Safety Element.

Environmental Justice Element

An environmental justice element is the most recently mandated general plan element, and it has the potential to help the City in its positive trajectory. An environmental justice element identifies objectives and policies to reduce pollution exposure, improve air quality, promote public facilities, improve food access, advance access to housing, and increase physical activity in identified disadvantaged communities. According to a mapping tool known as CalEnviroScreen from the California Office of Environmental Health Hazard Assessment (OEHHA), Paramount is considered a disadvantaged community.

Initiating and completing a Paramount Environmental Justice Element will benefit the Paramount community. Such a document will be a “one-stop” resource that focuses on strategies to reduce pollution exposure and environmental burdens, together with improving air quality and minimizing impacts on sensitive population groups. The Environmental Justice Element will also consider collaborative policies (such as

coordination and funding agreements with other public agencies) to encourage greater access to education and job skills training at all age levels and continuing to prepare Paramount for the future.

Funding

The \$165,900 budget for the project professional services will be funded by \$130,000 from Local Early Action Planning (LEAP) grant monies administered by the California Department of Housing and Community Development (HCD) and \$35,900 from the General Plan Update fund. On May 19, 2020, the City Council adopted a resolution authorizing the City Manager to execute the LEAP program application and related documents. As a recap about the General Plan Update fund, it is funded through a development fee through the issuance of building permits for construction projects, and these funds can only be used for the updates of the Paramount General Plan and associated elements, specific plans, and similar implementing planning documents. The fiscal year (FY) 2021 City budget included \$90,000 for the Housing Element update, and the balance will be addressed with an adjustment in the midyear budget or sooner. In summary, there will be no impact to the City General Fund.

Planning Firm

In more recent years, the City has relied on smaller, niche planning consultants to prepare updates to the Paramount Housing Element. That strategy generally served the City well during that time. However, the City Council may recall the delay in eventually obtaining HCD approval for the 5th Cycle Paramount Housing Element. Lessons learned from that experience indicate a change of course to a more dynamic firm. To ensure a plan that fulfills the needs of the Paramount community and meets all State requirements with the three proposed elements, a planning consultant with a deeper internal capacity is critical. MIG is a highly regarded multidisciplinary planning firm with offices throughout California and in Oregon, Washington, Texas, and Colorado. MIG has a wealth of experience with a balance of technical, communications, and community engagement. In their words – “We believe in bringing diverse communities and diverse perspectives together to plan for inclusive prosperity, resiliency and well-being. Our goal is impact: transformative change that creates equitable outcomes in the communities where we live, work and play.”

The City’s professional service contract policy requires contracts in excess of \$40,000 to be approved by the City Council. In accordance with Section 18-30 (a) of Chapter 18 of the Paramount Municipal Code, contracts awarded for professional services shall be awarded by the City Council on the basis of the demonstrated competence of the contractors, and on the contractor’s professional qualifications necessary for the satisfactory performance of the services required, and on the fairness and reasonableness of the cost of the services to the City, and shall not be awarded solely on the basis of cost. The competitive formal bidding requirements are not applicable to the procurement of professional services. Given the limited number of broad-based planning firms that produce superior housing element and related general plan work,

and given the minimal impact to City financial resources with the use of LEAP grant funds, awarding the contract is recommended.

Schedule

The proposed timeframe for the project is below:

Key Milestone	Target Completion Date
Contract Execution; Project Kick-off Meeting	September 2020
Tribal Consultation Initiated	October 2020
Stakeholder Interviews	Late September/Early October 2020
Workshop #1 and Survey	November 2020
Study Session #1 (if joint CC/PC)	December 2020
Vulnerability Assessment; Review Safety Element; Coordinate with City on Required Changes	November 2020
Administrative Draft Safety and Environmental Justice Elements (two rounds of review and comment)	February 2021
Administrative Draft Housing Element (two rounds of review and comment)	March 2021
Complete and Circulate CEQA Documentation	January -June 2021
Workshop #2 and Survey	Late March 2021
Submittal of Public Review Draft Housing Element to HDC (60-day review)	April – May 2021
Study Session #2 (either joint or one PC and one CC)	June 2021
Public Hearing Draft Documents	June 2021
Planning Commission Hearing	July 2021
City Council Hearing	August or September 2021
Submit adopted Housing Element to HCD	September 2021
Final Certified Housing Element	HCD has 90 days to review adopted Housing Element

RECOMMENDED ACTION

It is recommended that the City Council award the contract for professional services to MIG for the preparation of the Housing Element, Health and Safety Element, and Environmental Justice Element of the Paramount General Plan in the amount of \$165,900 and authorize the Mayor or designee to execute the agreement.

AGREEMENT FOR CONSULTING SERVICES

THIS AGREEMENT ("Agreement") is made and entered into this ___ day of _____ 2020 between the City of Paramount, a municipal corporation in Los Angeles County, California, (hereinafter "CITY") and Moore Iacofano Goltsman, Inc, (hereinafter "CONSULTANT") (collectively, "the Parties").

RECITALS

WHEREAS, CITY and CONSULTANT each desire to enter into an Agreement whereby CONSULTANT will perform consulting services for CITY in order to prepare and update the Housing Element, Safety Element, and Environmental Justice Element of the Paramount General Plan; and

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

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

1. DESCRIPTION OF SERVICES

CONSULTANT shall perform all required services to CITY as more particularly described in CONSULTANT'S scope of services hereto as Exhibit "A" and incorporated herein by reference as if fully set forth. In the event of any conflict between CONSULTANT'S proposal and this Agreement, the terms of this Agreement shall apply.

2. COMPENSATION

(a) CITY agrees to pay CONSULTANT as full compensation for all services and duties performed, except as otherwise provided herein, the total sum of not to exceed **\$165,900.00**.

(b) CONSULTANT shall render an itemized invoice to CITY every thirty (30) days for services performed during the prior period which shall be paid upon its approval by CITY, which said approval shall not be unreasonably withheld.

3. INDEPENDENT CONTRACTOR

In the performance of the services in this Agreement, CONSULTANT is an independent contractor and is not an agent or employee of CITY. CONSULTANT, its officers, employees, agents, and subcontractors, if any, shall have no power to bind or commit CITY to any decision or course of action, and shall not represent to any person or business that they have such power. CONSULTANT has and shall retain the right to exercise full control of the supervision of the services and over the employment, direction, compensation, and discharge of all persons assisting CONSULTANT in the performance of said service hereunder. CONSULTANT shall be solely responsible for all matters

relating to the payment of its employees, including compliance with social security and income tax withholding, workers' compensation insurance, and all other regulations governing such matters.

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.

5. AMENDMENT

Except as otherwise stated herein, any and all obligations of CITY and CONSULTANT are fully set forth and described in this Agreement. Any changes in this Agreement, including any increase or decrease in the amount of compensation or any change in the term, which shall be mutually agreed upon by and between CITY and CONSULTANT, shall be set forth in written amendments to this Agreement.

6. NONDISCRIMINATION

(a) CONSULTANT shall not discriminate in the conduct of the work under this Agreement against any employee, applicant for employment, or volunteer on the basis of race, religious creed, color, national origin, ancestry, physical or mental disability, marital status, pregnancy, sex, age, sexual orientation, or other prohibited basis.

(b) Consistent with CITY's policy that harassment and discrimination are unacceptable employer/employee conduct, CONSULTANT agrees that harassment or discrimination directed toward a job applicant, a City employee, or a citizen by CONSULTANT or CONSULTANT's employee or subcontractor on the basis of race, religious creed, color, national origin, ancestry, physical or mental disability, marital status, pregnancy, sex, age, sexual orientation, or other prohibited basis will not be tolerated. CONSULTANT agrees that any and all violation of this provision shall constitute a material breach of the Agreement.

7. INDEMNIFICATION

(a) To the fullest extent permitted by law, CONSULTANT shall defend, indemnify, and hold harmless, the CITY, its officers, employees and agents from and against any and all claims, lawsuits, damage, injury, and liability for damages arising in the performance of CONSULTANT's services under this Agreement. The CITY shall not be responsible for claims, losses, damage, injury, or liability for damages resulting from CONSULTANT.

(b) Further, CONSULTANT will indemnify CITY, and hold it harmless, from an assertion that as a result of providing services to CITY, CONSULTANT, or any of its employees or persons performing work pursuant to this Agreement is entitled to benefits from, or is covered by, the Social Security retirement system or the California Public

Employees Retirement Systems. Notwithstanding the foregoing, however, CONSULTANT's obligations for any payments to such claimant shall be limited to those payments which CITY may be required to pay.

8. INSURANCE

(a) Required Coverage. Without limiting CONSULTANT's indemnification, it is agreed that CONSULTANT shall maintain in force at all times during the term of this Agreement the following types of insurance providing coverage on an "occurrence" basis.

☒ Automobile insurance for the vehicle(s) CONSULTANT uses in connection with the performance of this Agreement. Coverage: \$1,000,000 per occurrence for bodily injury and property damage.

☒ Comprehensive General Liability Insurance, with minimum limits of One Million (\$1,000,000.00) Dollars for each occurrence and in the aggregate, combined single limit, against any personal injury, death, loss, or damage resulting from the wrongful or negligent acts by CONSULTANT.

☒ Worker's Compensation insurance to cover its employees as required by the Labor Code of the State of California. CONSULTANT's worker's compensation insurance shall include the following language: "All rights of subrogation are hereby waived against the CITY, its officers and employees when acting within the scope of their appointment or employment." In the event any class of employees engaged in hazardous work under this Agreement is not protected under Workers' Compensation Statutes, the CONSULTANT shall provide adequate and suitable insurance for the protection of its employees not otherwise protected.

☒ E&O/Professional's Liability, errors and omissions liability insurance appropriate to the CONSULTANT's profession. Coverage: \$1,000,000 per Claim.

(b) General Provisions.

(i) CONSULTANT shall obtain insurance acceptable to the CITY in a company or companies admitted in California and with a Best rating of no less than A VII or as acceptable to the CITY.

(ii) It shall be a requirement under this contract that any available insurance proceeds broader than or in excess of the specified minimum insurance coverage requirements and/or limits shall be available to the Additional Insured. Furthermore, the requirements for coverage and limits shall be (1) the broader coverage and maximum limits specified in this contract; or (2) the broader coverage and maximum limits of coverage of

any insurance policy or proceeds available to the named insured; whichever is greater.

(iii) The limits of insurance required in the Agreement may be satisfied by a combination of primary and umbrella or excess insurance. Any umbrella or excess insurance shall contain or be endorsed to contain a provision that such coverage shall also apply on a primary and non-contributory basis for the benefit of the CITY (if agreed to in a written contract) before the CITY's own insurance or self-insurance shall be called upon to protect it as a named insured.

(iv) Any failure to comply with reporting provisions of the policies shall not affect coverage provided to the CITY, its elected or appointed officers, officials, employees, agents, or volunteers.

(v) The insurance provided by these policies shall not be suspended, voided, canceled, or reduced in coverage or in limits except after thirty (30) days written notice has been received by the CITY.

(c) Deductibles and Self-Insured Retentions. All self-insured retentions (SIR) must be disclosed to the CITY's Risk Management for approval and shall not reduce the limits of liability. At the option of CITY, either: the insurer shall reduce or eliminate such deductibles or self-insurance retention as respects the CITY, its officers, officials, agents, employees, and volunteers; or CONSULTANT shall procure a bond guaranteeing payment of losses and related investigations, claim administration, and defense expenses.

9. WORKERS' COMPENSATION

(a) Covenant to Provide. CONSULTANT warrants that it is aware of the provisions of the California Labor Code which require every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of that code. CONSULTANT further agrees that it will comply with such provisions before commencing the performance of the work under this Agreement.

(b) Waiver of Subrogation. CONSULTANT and CONSULTANT's insurance company agree to waive all rights of subrogation against CITY, its elected or appointed officials, agents, and employees for losses paid under CONSULTANT's workers' compensation insurance policy which arise from the work performed by CONSULTANT for CITY.

10. TERMINATION OF AGREEMENT

(a) This Agreement may be terminated at any time, with or without cause, by either party upon thirty (30) days prior written notice.

- (b) In the event of termination or cancellation of this Agreement by CONSULTANT or CITY, due to no fault or failure of performance by CONSULTANT, CONSULTANT shall be paid compensation for all services performed by CONSULTANT, in an amount to be determined as follows; for work done in accordance with all of the terms and provisions of this Agreement, CONSULTANT shall be paid an amount equal to the hours of service performed prior to the effective date of termination or cancellation in accordance with the work items provided.

11. ENFORCED DELAY; EXTENSION OF TIMES OF PERFORMANCE

Performance by either party hereunder shall not be deemed to be in default, and all performance and other dates specified in this Agreement shall be extended, where the party seeking the extension has acted diligently and delays or defaults are due to events beyond the reasonable control of the party, including, but not limited to: war; insurrection; strikes; lockouts; riots; floods; earthquakes; fires; casualties; acts of God; acts of the public enemy; epidemics; health pandemics; quarantine restrictions; freight embargoes; lack of transportation; governmental restrictions or priority; litigation; unusually severe weather; acts or omissions of another party; or any other causes beyond the control or without the fault of the party claiming an extension of time to perform. Notwithstanding anything to the contrary in this Agreement, an extension of time for any such cause shall be for the period of the enforced delay and shall commence to run from the time of the commencement of the cause. Notice of such enforced delay shall be promptly given by the party claiming the benefit of such delay.

12. OWNERSHIP OF DOCUMENTS

All documents prepared, developed or discovered by CONSULTANT in the course of providing any services pursuant to this AGREEMENT shall become the sole property of CITY.

13. ASSIGNMENT

The expertise and experience of CONSULTANT are material considerations for this AGREEMENT. CITY has an interest in the qualifications of and capability of the persons and entities who will fulfill the duties and obligations imposed upon CONSULTANT under this AGREEMENT. In recognition of that interest, CONSULTANT shall not assign or transfer this AGREEMENT or any portion of this AGREEMENT or the performance of any of CONSULTANT's duties or obligations under this AGREEMENT without the prior written consent of the CITY.

14. LAW TO GOVERN; VENUE

This AGREEMENT shall be interpreted, construed and governed according to the laws of the State of California. In the event of litigation between the parties, venue in state trial courts shall lie exclusively in the County of Los Angeles.

15. ATTORNEYS FEES, COSTS AND EXPENSES

In the event litigation or other proceeding is required to enforce or interpret any provision of this AGREEMENT, the prevailing party in such litigation or other proceeding shall be entitled to an award of reasonable attorney's fees, costs and expenses, in addition to any other relief to which it may be entitled.

16. ENTIRE AGREEMENT

This AGREEMENT is the entire, complete, final and exclusive expression of the parties with respect to the matters addressed therein and supersedes all other AGREEMENTs or understandings, whether oral or written, or entered into between CONSULTANT and CITY prior to the execution of this AGREEMENT. No statements, representations or other AGREEMENTs, whether oral or written, made by any party which are not embodied herein shall be valid and binding. No amendment to this AGREEMENT shall be valid and binding unless in writing duly executed by the parties or their authorized representatives.

17. NOTICES

Written communications and invoices under this agreement shall be addressed as follows:

To CITY: City of Paramount
Planning Department
16400 Colorado Blvd
Paramount, CA 90723

To CONSULTANT: Moore Iacofano Goltsman
MIG Pasadena
537 S Raymond Ave
Pasadena, CA 91105

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

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

SIGNATURE PAGE TO FOLLOW

CITY OF PARAMOUNT:

CONSULTANT:

BY: _____
John Moreno, City Manager

BY: _____
Laura Stetson, Principal

ATTEST:

Heidi Luce, City Clerk

APPROVED AS TO FORM:

John E. Cavanaugh, City Attorney

EXHIBIT "A"

DESCRIPTION OF SERVICES

CITY OF PARAMOUNT

HOUSING, SAFETY, & ENVIRONMENTAL JUSTICE ELEMENTS

SCOPE OF SERVICES

This scope of services is based on our understanding of the City's needs. We have developed a scope that addresses the requirements of State law, together with a rigorous schedule to adhere to the State adoption deadline for the Housing Element (October 15, 2021). In preparing the Housing, Safety, and Environmental Justice Element updates, MIG will ensure that all requirements of recent State legislation are addressed. For CEQA compliance, the scope provides for preparation of an Initial Study/(Mitigated) Negative Declaration for the three elements. If the City wishes to include the Climate Action Plan in the CEQA document, the scope and budget will need to be expanded.

Task 1

Project Administration

1.1 PROJECT KICKOFF MEETING

We will conduct a kick-off meeting with City staff to refine the work scope and timeline, identify key project team roles, and establish product review procedures. The project schedule will outline a work plan focused on achieving an adopted Housing Element by September 2021, ahead of the statutory deadline. The Safety and Environmental Justice Elements will be prepared on a shorter schedule but with the hearings occurring currently with the Housing Element.

MIG will work with City staff to finalize a project schedule within 10 working days after the kick-off meeting that includes tasks and milestones for certification of the Housing Element by State HCD to meet the October 15, 2021 deadline. The schedule will:

- Identify project milestones (tasks) with time for staff review of work products throughout the project
- Include public outreach timeline with public meetings and anticipated commission and council hearings
- Include outreach in compliance with SB 18 and AB 52 regulations
- Include anticipated environmental review timeline
- Include timelines for response to State HCD review and State HCD certification of the Housing Element and City staff review times

The project schedule will be confirmed and/or modified by MIG and submitted to the City Project Manager on or before the 30th day of each month during the course of the project. In the event project schedule delays are anticipated, MIG will advise City's Project Manager on strategies to correct and stay on course.

1.2: DOCUMENT REVIEW

Housing Element: MIG will review City documents to aid in understanding local conditions and the community's housing needs. Any gaps in data will be identified and resolved in coordination with City staff. A complete data needs list will be provided to the City prior to the kick-off meeting.

Safety Element: MIG will review City documents to aid in understanding local conditions and for the Safety Element, to determine revisions needed to comply with current State law. A complete data needs list will be provided to the City prior to the kick-off meeting.

Environmental Justice Element: Virtually all residential neighborhoods in Paramount have been identified by CalEnviroScreen 3.0 as an SB 535 Disadvantaged Community. As part of this document review task, we will use available online resources to dig deeper into the underlying issues of pollution exposure, chronic health problems, and other factors leading to the identification of local disadvantaged communities.

This scope of work assumes the City will provide MIG with the GIS data needed for the Housing Element, Safety Element, and Environmental Justice Element.

1.3: ONGOING PROJECT COORDINATION

For the duration of the project, the MIG project manager will conduct phone calls every two weeks with City staff (or more often as needed) to ensure project coordination and to support close collaboration. These calls and meetings will allow the team to review project status and to discuss issues, documents, and plan presentations. This task also includes project management related to schedule reports, invoicing, and status reports.

1.4: SB 18 AND AB 52 COMPLIANCE

MIG will provide administrative and consultation services in support of Senate Bill 18 (SB 18) and Assembly Bill 52 (AB 52) Native American Consultation. These services are performed under the guidance and direction of the City of Paramount, which will consist of the following six-step process:

1. Prepare tribal notification letter(s).
2. Mail and document tribal notification letter(s).
3. Create and update (as needed) SB18 and AB 52 compliance checklist.
4. Forward formal tribal requests and scheduling for Government-to-Government consultation to the City.
5. Follow up with staff during the 30-day tribal notification period.
6. Compile the administrative record that documents SB 18 and AB 52 compliance.

MIG will perform the six-step process and up to two scheduled conference calls with the City and the tribe(s) to discuss Tribal Cultural Resources and Native American Cultural Resources, potential impacts to those resources, and mitigation measures (if necessary). It is assumed that the City will facilitate these meetings with the assistance of MIG. MIG will document the information and capture Tribal input for inclusion in the project's administrative record.

1.5: HCD COORDINATION

During the initial review period for the Housing Element—and during the course of element preparation—we will keep in contact with HCD staff to facilitate review and anticipate/respond to any specific concerns HCD may have. As necessary, we will provide HCD with any requested supplemental

data or information on proposed programs, policies, and strategies to meet the RHNA and otherwise comply with State law. As we cannot fully anticipate the depth and scope of comments HCD will offer (particularly given the recent changes in housing element law) nor the time required to effectively negotiate a position acceptable to the City, we have provided an allowance for this task in the program budget based on our prior experience. Our scope for this task includes the submittal of the Housing Element to HCD, conference calls with HCD staff and City staff to discuss comments, and preparation of written responses to HCD comments as needed. Our scope assumes up to two rounds of HCD review: one round for the Public Review Draft Housing Element and one round for the adopted Housing Element. (HCD is allowed 60 days to review a draft Housing Element and 90 days to review an adopted Housing Element.)

1.6: MISCELLANEOUS PROJECT TASKS

The City may wish to include a contingency in the program budget to cover printing costs and preparation of miscellaneous letters, memos, staff reports, exhibits, notices, or other documents as requested in the Request for Proposals. MIG will bill these tasks and direct costs on a time and materials basis. If additional tasks/costs are required beyond this allowance, we will bill for additional work on a reimbursable basis with prior authorization from the City.

Task 1 Deliverables

- Revised scope of services and budget (electronic)
- Data needs list (electronic)
- Summary memo of updates to Safety Element needed to comply with current law (electronic)
- Meeting agendas and summaries (electronic)
- One revised scope of services and budget (electronic)
- One initial project Schedule (electronic)
- Monthly invoicing and schedule reports (electronic)
- SB 18 and AB 52 notification letters

Task 1 Meetings/Phone Calls

- Kick-off meetings (2)
- Regularly scheduled status calls / meetings

Task 2: Public Engagement

Community engagement is a critical component of any planning program. Residents and business owners in Paramount have insights and objectives that contribute significantly to the tailoring of General Plan elements. With public support of the process and outcomes, the City Council will have a much easier time implementing policy. Furthermore, State Housing Element law and new Environmental Justice Element law require that meaningful public outreach be included as part of the update process.

In the many General Plan updates MIG has led—be they comprehensive or focused—the four top issues receiving intense public interest are housing, community safety, equity, and traffic. This work program tackles safety, equity, and housing. Both safety and housing represent issues central to environmental justice, in addition to a multitude of other issues, including economic power, access to healthy foods, transit access, and political empowerment. Thus, public involvement in developing the Environmental Justice Element will provide the foundation for certain policies in the Safety and Housing Elements.

Below we outline a recommended public engagement plan that can be refined during Task 1 (within the scoped budget) to make sure all constituencies are heard.

2.1: PUBLIC ENGAGEMENT PLAN

MIG will prepare a draft Public Engagement Plan (PEP) that identifies all engagement methods to be used, the schedule of events, specific groups to be contacted, and the activities planned to solicit input. In particular, community outreach will seek out and consider the viewpoints of hard-to-reach groups such as communities of color, low- and moderate-income residents, seniors, youth, limited-English proficient individuals, and people with disabilities. We anticipate that the identified disadvantaged community areas will have concentrations of these demographic groups.

The methods of engagement, to be coordinated with assigned City staff, will include the following, described in detail in subsequent tasks:

- Stakeholder group interviews
- Community workshops
- Online community survey (aligned with workshop content)
- Joint City Council/Planning Commission study sessions
- Public hearings

The draft PEP will be provided to the City within 30 days of contract execution. City staff will provide MIG with consolidated comments using Word's track changes function. We will deliver the final PEP within three days of receiving City staff's comments.

2.2: STAKEHOLDER GROUP INTERVIEWS

We plan to conduct stakeholder group interviews that combine issues of concern related to community safety/resiliency, housing, and environmental justice. We will work with City staff to develop the list of interviewees. The interviews will consist of group, rather than one-on-one, sessions because a group dynamic will allow for an engaging exchange of ideas among group members. We have budgeted for a full day of interviews to be attended by two MIG staff: one to lead the interviews and the second to take detailed notes.

In particular, we will want to identify groups or persons representative of the people who live within the identified Disadvantaged Communities. This may include working with local schools and PTAs.

MIG will prepare the interview invitations and sample list of questions. The City will be responsible for contacting the interviewees and confirming their participation, and for arranging for an interview room (however, due to COVID-19, they City may opt to conduct group interviews digitally). As needed, MIG will arrange to have an interpreter to attend specific interviews.

Following the interviews, MIG will prepare a summary that identifies the topics discussed and the discussion points.

2.3: COMMUNITY WORKSHOPS AND SURVEYS

We will conduct two community workshops during the work program, as described below. In tandem with each workshop, we will prepare survey materials that duplicate workshop content, thus providing opportunities for everyone to participate either in person or virtually. For both workshops and parallel surveys, MIG will be responsible for developing the format and content, preparing announcements,

leading the workshop (up to three MIG staff at each event), and preparing workshop/survey summaries. City staff will be responsible for reviewing draft announcements and workshop/survey materials, advertising the events, arranging for workshop venues, arranging for refreshments, and committing City staff to attend and help conduct the workshops. MIG will work with the City to update existing stakeholder contact list to include special needs groups and stakeholders consistent with HCD guidance.

The first workshop will be structured to introduce the City's reasons for updating the Safety Element and Housing Element and preparing an Environmental Justice Element, and to solicit community members' ideas regarding strategies to address issues of highest concern to them. The workshop will be interactive, with participants working in groups. To replicate this activity in survey form, we will prepare a survey to be released immediately following the workshop that integrates workshop responses and allows on-line participants to respond with the benefit of "hearing" from a larger group.

The second workshop and survey are planned to present the draft elements to the public and get reaction to proposed policies and initiatives for all three elements.

2.4: CITY COUNCIL AND PLANNING COMMISSION STUDY SESSIONS

We suggest conducting one each study session with the Planning Commission and City Council at junctures to be determined in discussions with City staff. These study sessions will largely focus on housing element content, including potential housing sites and new housing policies to consider. As an alternative, we can conduct two joint CC/PC study sessions, with the second session held to review the draft Housing, Safety, and Environmental Justice Elements. This approach would allow for policy-maker discussion and direction before the draft Housing Element is sent to the State Department of Housing and Community Development (HCD) for the initial 60-day review period.

MIG will prepare a PowerPoint presentation for each study session. MIG will submit the PowerPoint electronically to City staff for review, reproduction, and/or distribution. Two MIG staff will attend each workshop, one to make the presentation and lead the discussion and the second to graphically record public and decision-maker comments. City staff will be responsible for identifying and securing a meeting location and for the printing and distribution of public notices and flyers (through mailings, social media pages, City website, and public facilities) and any related advertising regarding the workshops and staff reports. Our scope assumes that the City will provide translation services at meetings and for meeting materials as needed. Following each workshop, MIG will prepare a brief workshop summary.

2.5: PUBLIC HEARINGS

We have budgeted for two public hearings: one each with the Planning Commission and City Council. We anticipate that the hearings will be conducted after receiving feedback on the Housing Element from HCD. City staff will be responsible for public notices and staff reports.

MIG will prepare and present a PowerPoint presentation for the hearings. We will submit the materials electronically to City staff for review prior to each hearing. One MIG staff will attend each hearing. MIG will assist City staff in responding to any public or agency comments.

Any additional hearings will be billed on a reimbursable basis based on the MIG fee schedule in effect at the time the hearings are held.

Task 2 Deliverables

- Public Engagement Plan – draft and final (electronic)
- Interview invitation and sample questions (electronic)
- Interview summary (electronic)
- Public workshop flyer (electronic)
- Workshop and survey materials (electronic and print)
- Study session presentations (electronic)
- Public hearings presentation (electronic)
- Updated stakeholders contact list (electronic)

Task 2 Meetings/Phone Calls

- One day of interviews
- Two community workshops
- Two City Council and Planning Commission study sessions (separate or joint)
- Two hearings – one each with Planning Commission and City Council

Task 3

Housing Element Update

We will prepare the components of a draft Housing Element for the 2021-2029 planning period that address the requirements of State law. In preparing the Housing Element update, we will proactively identify issues, immediately bring those issues to the attention of City staff, identify potential solutions, and coordinate with City staff as to the best course of action. We will update the current Element to address the sixth cycle RHNA and all new State laws.

3.1: REVIEW OF EXISTING HOUSING ELEMENT PROGRAMS

Consistent with the review and revise requirement of State housing element law (Government Code Section 6558), MIG staff will review the 2014-2021 Housing Element to analyze:

- Progress in implementation: For each program, the analysis will compare differences between what was projected or planned in the housing element and what was achieved.
- Appropriateness of goals, objectives, policies, and programs: A description of how the goals, objectives, policies, and programs in the updated housing element should be changed or adjusted to incorporate what has been learned from the results of the previous element and identification of any implementation barriers.
- Evaluate the existing Housing Element in relation to current State Housing Law and identify any omissions or deficiencies, particularly related to the 2017 housing legislation and pending legislation.

We will prepare a Housing Element Program Performance table summarizing the results from this analysis and recommend specific changes to be incorporated into the revised Housing Plan (policies, programs, and objectives). This table will be the basis for the Program Accomplishments chapter as required by state law.

3.2: HOUSING NEEDS ASSESSMENT

Government Code Section 65583 requires housing elements to review specific demographic, economic, and housing topics, including extremely low-income housing needs, and housing stock characteristics, as

well as overpayment and overcrowding. We will complete a housing assessment and needs analysis to comply with Government Code Section 65583(a) and other applicable State statutes.

We anticipate updating the Housing Needs Assessment with housing and population data based on the latest U.S. Census and three- and five-year estimates from the American Community Survey, and other up-to-date City data available related to existing housing units and recent development projects. MIG will assess housing costs and evaluate housing needs within the City, including housing needs for special population groups. We will also assess existing assisted housing developments that are eligible to change designation from low-income housing to market-rate housing over the next 10 years, consistent with State law.

3.3: HOUSING RESOURCES (RESIDENTIAL SITES INVENTORY)

Government Code Section 65583(a)(3) requires local governments to prepare an inventory of land suitable for residential development, including vacant sites and sites having the potential for redevelopment, and an analysis of the relationship of zoning and public facilities and services to these sites. MIG will work with staff to develop a parcel-level inventory of sites with near-term residential development potential. The Residential Sites Inventory analysis will focus on site suitability for housing, drawing first from sites identified in the 2014 Housing Element that have not yet developed. We will evaluate continued site suitability for these sites. Additional new sites will be necessary to accommodate the RHNA, which is much larger than that of the 5th cycle. We will assess the areas in the City identified as most likely to redevelop at density levels that can facilitate affordable housing. The sites inventory will include any vacant sites and sites having the potential for redevelopment (underutilized sites).

MIG will prepare a sites inventory map (GIS) and a summarized land inventory with parcel-specific listing (table) of individual sites as required by law. The MIG Team will then work to provide the required justifications that these sites can facilitate the development of housing, due to existing site, market, and development conditions.

Consistent with State law, the analysis will also identify housing units approved or permitted to credit against the RHNA during the time period between the start of the RHNA planning period (June 30, 2021) and the start of the Housing Element planning period (October, 15, 2021), as well as a projection of the anticipated number of accessory dwelling units that are likely to be constructed during the planning period. This section will also include an evaluation and summary of funding resources, administrative resources, and opportunities for energy conservation.

3.4: HOUSING CONSTRAINTS ANALYSIS

The Housing Constraints analysis identifies potential and actual governmental and nongovernmental (e.g. physical or financial) constraints to housing production. We will update this section as necessary with up-to-date development processes and fees, as well as changes in market constraints due to the economic changes since the last Housing Element was written. We will assess the potential for a variety of housing types and residential development consistent with adopted land use and zoning policy. Where constraints exist, we will suggest housing programs to mitigate or remove these constraints.

Consistent with AB 686, any updates to Housing Elements occurring after January 1, 2021 must now include an assessment of fair housing in the jurisdiction. State law allows jurisdictions that complete or revise an Analysis of Impediments to Fair Housing Choice (AI) to incorporate relevant portions into the

Housing Element. Relevant portions of the relevant Analysis of Impediments to Fair Housing Choice will be included in the Housing Element, within the Constraints Analysis chapter. New laws concerning changes to the housing constraints analysis, including all changes to the State's accessory dwelling unit laws (which are continuously evolving), will be addressed. Where constraints are identified, the Housing Element will include programs to remove and reduce those constraints.

3.5: HOUSING PLAN (PROGRAMS AND OBJECTIVES)

Based on the analysis completed in the above items and building on the existing Housing Element, we will craft a Housing Plan with goals, policies, and programs relative to the maintenance, preservation, improvement, and development of housing to cover this new planning period. Quantified objectives by income group will be established to address housing needs for all income groups, including extremely low-income households.

We will craft a Housing Element that responds to State law requirements that ensure housing opportunities are available to all persons in the City; preserve and improve the existing stock of affordable housing; facilitate development of adequate housing to meet the needs of low- and moderate-income households, meeting regional share of goals; and mitigate any governmental constraints to housing production, improvement, and/or maintenance.

HOUSING ELEMENT DRAFTS

3.6: SCREENCHECK DRAFT HOUSING ELEMENT

The Screencheck Draft Housing Element, consisting of the above sections, will be submitted to the City for staff review. The City will be responsible for collecting all staff comments into a single document using Microsoft Word's track changes function, from which MIG will revise the Screencheck Draft Housing Element and complete the Draft Housing Element for public review. This scope and budget assume two rounds of comments and revisions with staff. The City will provide MIG with comments on the screencheck draft within 14 calendar days and comments on the second screencheck draft within 7 calendar days.

3.7: PUBLIC REVIEW DRAFT HOUSING ELEMENT

Subsequent to resolving all questions and comments on the screencheck draft, MIG staff will prepare the Public Review Draft Housing Element and transmit to the City electronically. The City will be responsible for making the Public Review Draft available to the public and stakeholders online, at local libraries, and at City Hall.

3.8: HCD SUBMITTAL DRAFT HOUSING ELEMENT

Subsequent to public review of the Draft Housing Element and after folding in any edits from the outreach meetings, MIG will prepare the Public Review Draft Housing Element. MIG will submit to HCD one printed copy and one electronic copy along with a transmittal letter to HCD for the initial 60-day review period.

3.9: PUBLIC HEARING DRAFT HOUSING ELEMENT

MIG will prepare the Public Hearing Draft Housing Element, including any changes to the Public Review Draft required by HCD and the City. We will provide an electronic copy to the City for Planning Commission and City Council hearings.

3.10: FINAL HOUSING ELEMENT

Following adoption of the element by the City Council, MIG will prepare a final version of the Housing Element—including any changes to the draft required by City Staff and officials—for transmittal to HCD for certification review. We will work closely with City staff to ensure that schedules are maintained to meet State deadlines and requirements. HCD has the opportunity to review the Housing Element for up to 90 days—once the Council has adopted it—to ensure the adopted element complies with the provisional certification letter previously issued. During this time, MIG will be available to respond to any specific concerns HCD may have. As necessary, we will provide HCD with any requested supplemental data or information on proposed programs, policies, and strategies to meet the RHNA and otherwise comply with State law. As we cannot fully anticipate the depth and scope of comments HCD will offer nor the time required to address questions or comments, we will use the provided HCD coordination allowance in the program budget. If additional effort is required beyond this allowance, we will bill for additional work on a reimbursable basis with prior authorization from the City.

Task 3 Deliverables

- One electronic copy of the Screencheck and 2nd Screencheck Drafts Housing Element for City review and comment
- One electronic copy of the Public Review Draft Housing Element
- One electronic copy of the HCD Submittal Draft Housing Element for the City
- One electronic and one printed copy of the HCD Submittal Draft Housing Element for HCD
- One electronic copy of the Transmittal Letter to HCD
- One electronic copy of the Public Hearing Draft Housing Element
- One electronic copy of the Final Housing Element

Task 4: Safety Element Update

SB 1241 requires that the Safety Element, upon the next revision of the Housing Element on or after January 1, 2014, to be reviewed and updated as necessary to address the risk of fire in State responsibility areas and very high fire hazard severity zones. As reported by CalFire, Office of the State Fire Marshall, Paramount does not contain any local or State responsibility areas identified within very high fire severity zones; thus, the Safety Element does not require an update to address this issue.

SB 99 requires an analysis of residential developments without two emergency evacuation routes. We have included an allowance to complete this analysis based on the fact that Paramount is a built-out community and well served by public roads.

SB 379 requires that, upon the next revision of a Local Hazard Mitigation Plan (LHMP) on or after January 1, 2017, or on or before January 1, 2022, if a jurisdiction has not adopted a LHMP, the Safety Element (and other elements as needed) must be updated to address climate resiliency. The City is in the process of preparing a Climate Adaption Plan, which may include policies and programs that have the effect of addressing climate change impacts specific to Paramount, such as increased temperatures and drought. In addition to any measures being developed for the CAP, we will include policies that provide for:

- Assessment of locations of critical facilities and any need to relocate them outside of at-risk areas
- Cooperative agreements with other planning and response agencies

- Use of increased tree canopy and other green space to reduce heat island effects

Also, if not fully addressed in the applicable Local Hazard Mitigation Plan, we will work with the City to review current mitigation capabilities—e.g., programs, staffing, funding, and other resources—as well as current infrastructure that is potentially vulnerable during a disaster.

MIG will prepare an administrative draft Safety Element, submitted electronically for staff review. We will work within the format of the current element, updating the text and graphics as needed to address the above. Our scope assumes that the City will provide MIG with an editable version of the document. The City will be responsible for collecting all staff comments into a single document using Microsoft Word's track changes function, from which MIG will revise the administrative draft and complete the screencheck draft Safety Element for final City review. Based on staff's comments on the screencheck draft, we will produce the draft Safety Element for public review.

During the public hearing process, the Planning Commission and City Council may direct revisions to the element. Following the final City Council hearing, we will make the directed revisions. Because the extent of the revisions cannot be known at this time, we have provided an allowance that assumes revisions will be minor (based on the fact that both bodies will have reviewed the element during the study session and our prior experience with such documents).

Task 4 Deliverables:

- Administrative Draft Safety Element (electronic)
- Screencheck Draft Safety Element (electronic)
- Draft Safety Element for public review (electronic)
- Final Safety Element adopted by City Council (electronic)

Task 5: Environmental Justice Element

As of January 1, 2018, cities and counties are required to either adopt an Environmental Justice Element in their General Plan or integrate environmental justice policies and goals into the elements of the General Plan “upon the adoption or next revision of two or more elements concurrently” (Government Code Section 65302[h][2]). With the update to the Safety Element and Housing Element, an Environmental Justice Element or environmental justice policies integrated into the General Plan is required. The City has elected to prepare a stand-alone element.

Based on our current work on Environmental Justice Elements, we know that the State of California Department of Justice has taken an active interest in reviewing jurisdictions that are required to prepare an Environmental Justice Element and now scrutinizes the process involving their preparation. Thus, we have prepared this scope to respond to State law, incorporate best practices relevant to Paramount, and anticipate comments from the Department of Justice.

5.1: EXISTING CONDITIONS MEMO

As part of preparing the Environmental Justice Element, MIG will conduct a comprehensive analysis regarding environmental pollution exposure. Using CalEnviroScreen 3.0 and other available resources, we identify disadvantaged communities in the City. We will research the social, economic, and pollution data sets. We will review other environmental and health databases and resources to identify indicators measuring citywide inclusivity and equity, as well as underlying socio-economic variables including home purchasing power, unemployment rate, educational attainment, and poverty levels.

The background information will be consolidated into a memorandum with a text summary and map information. The memorandum will be submitted electronically to the City for staff review. The City will be responsible for collecting all staff comments into a single document using Microsoft Word's track changes function. This scope and budget assume two rounds of comments and revisions with staff. MIG will incorporate these comments into the Environmental Justice Element.

5.2: ENVIRONMENTAL JUSTICE ELEMENT

MIG will prepare an Environmental Justice Element. We anticipate that policy will focus on strategies to reduce pollution exposure and environmental burdens affecting low-income and minority populations, together with improving air quality and minimizing impacts on sensitive population groups. We will also look at collaborative policies (e.g., coordination and funding agreements with other public agencies) to encourage greater access to education and job skills training at all age levels. Goals and policies will address the full range of environmental justice issues of relevance to Paramount, cross referencing as appropriate environmental justice concerns that may already be addressed in other General Plan elements. We anticipate Environmental Justice Element topics will encompass:

- Pollution exposure
- Food access
- Access to public parks and other community facilities
- Physical activity and residents' health
- Public transit access
- Reduced impacts of climate change
- Education
- Adequate housing (to parallel policies in the updated Housing Element being prepared during the same time period)
- Civic engagement in decision making

MIG will prepare an administrative draft Environmental Justice Element, submitted electronically to the City for staff review. The City will be responsible for collecting all staff comments into a single document using Microsoft Word's track changes function, from which MIG will revise the administrative draft and complete the screencheck draft Environmental Justice Element for final City review. Based on staff's comments on the screencheck draft, we will produce the draft Environmental Justice Element for public review.

During the public hearing process, the Planning Commission and City Council may direct revisions to the element. Following the final City Council hearing, we will make the directed revisions. Because the extent of the revisions cannot be known at this time, we have provided an allowance that assumes revisions will be minor (based on the fact that both bodies will have reviewed the element during the study session and our prior experience with such documents).

Task 5 Deliverables

- Existing Conditions Memo (electronic)
- Administrative Draft Environmental Justice Element (electronic)
- Screencheck Draft Environmental Justice Element (electronic)
- Draft Environmental Justice Element for public review (electronic)
- Final Environmental Justice Element adopted by City Council (electronic)

Task 6: CEQA Documentation

Adoption of the updated Safety Element, Housing Element, and the new Environmental Justice Element is considered a “project” under CEQA and thus subject to CEQA review. MIG will prepare a program-level analysis to evaluate the potential environmental impact of the project.

Because the Housing Element, Safety Element, and Environmental Justice Element represent policy documents that do not specifically authorize any construction project, MIG’s environmental team will conduct program-level analysis. This scope assumes that either a Negative Declaration or Mitigated Negative Declaration can be adopted.

6.1: INITIATE PROJECT, DATA COLLECTION

A project initiation meeting (teleconference) will be held with City staff to review the scope of work with respect to the project description, project tasks, objectives, and work products. This meeting will also be an opportunity to discuss key project issues and concerns and to establish communication protocols. During or prior to this meeting, it is anticipated that all project documents will be provided to MIG for our review.

6.2: PREPARE ADMINISTRATIVE DRAFT IS/MND

MIG will use the CEQA Guidelines Appendix G Standard Environmental Checklist for the Initial Study analysis of the project. MIG will provide thorough and comprehensive answers to each IS checklist question, which will be supported by tables, figures, maps, and graphics as appropriate with source information being referenced. Because of the programmatic nature of the project, we do not anticipate the need to conduct any detailed technical studies (e.g., traffic, air quality, greenhouse gas) as part of the IS, unless land use changes are proposed. Instead, the analysis will focus on the secondary effects of the policies and programs in the General Plan Elements. The IS/MND document will include the following elements.

Introduction

MIG will define the purpose and organization of the IS/MND and the need for the IS pursuant to CEQA Guidelines. The intent is to provide the CEQA lead agency (the City of Paramount) and the public with detailed information about any project environmental effects and any measures required to mitigate potentially significant impacts.

Existing Conditions and Project Description

The existing physical conditions in the City will be described to establish baseline conditions for the project. MIG will formulate an accurate and well-defined project description identifying all characteristics of the proposed elements, focusing on the goals and policies and how they are structured to avoid adverse environmental conditions. The project description will then be compared to the existing conditions and serve as the basis for all subsequent analyses of environmental impacts, thus becoming an essential component of the environmental document.

CEQA Checklist Issue Areas

MIG will depict any physical changes to the environment that could result from implementation of Safety Element, Housing Element, and Environmental Justice Element goals, policies, and implementation measures by addressing the 80 questions within 20 issue areas in the Initial Study Environmental Checklist. MIG will explain project impacts as appropriate.

MIG will use the IS checklist questions, relevant Thresholds of Significance, and City of Paramount policies to determine potentially significant impacts. Mitigation measures and/or avoidance and minimization measures will be recommended to reduce potentially significant impacts to less than significant levels, as necessary. An electronic copy of the Administrative Draft IS/MND will be provided for staff review. In accordance with the RFP, under this task it is anticipated that there will be two rounds of review/revisions for the Administrative Draft IS/MND.

6.3: PUBLIC REVIEW DRAFT IS/MND

Following receipt of City comments from the second round of review of the Administrative Draft IS/MND under Task 5.2, MIG will prepare a “proof check” draft that incorporates all City comments. MIG will then submit the proof check draft to the City for final review. Upon approval of the proof check document, MIG will finalize the Public Draft IS/MND, as well as the CEQA Notice of Intent (NOI) to adopt a Negative Declaration. MIG will be responsible for the distribution, via certified mail, of the NOI and the IS/MND based upon a City-provided list of public agencies and interested entities. MIG will also submit the NOI and IS/MND, with required forms, to the California State Clearinghouse. Under this task, MIG will post the NOI with the Los Angeles County Clerk. The City will be responsible for any required newspaper postings and posting at City Hall.

The budget for this task assumes that the distribution copies of the IS/MND document (up to 20) will be provided on CDs.

6.4: FINAL DOCUMENTS: RESPONSE TO COMMENTS, MMRP, AND NOTICE OF DETERMINATION

Following the conclusion of the 30-day CEQA public review period of the Public Review Draft IS/MND, MIG will, if needed, assist the City in responding to any written comments received, including the preparation of written responses, if necessary.

CEQA Guidelines Section 15097 requires a lead agency to prepare and implement a Mitigation, Monitoring, and Reporting Program (MMRP) for all mitigation measures adopted as part of an MND to ensure the mitigation measures are implemented as prescribed by the CEQA document. MIG will prepare a MMRP pursuant to Section 15097 of the State CEQA Guidelines that will be a table of all the mitigation measures included in the IS/MND. The City of Paramount will use the table to track the implementation and monitoring of the mitigation measures. For each measure, the responsibility for ensuring proper implementation will be identified along with the timing and method of verification.

Within five working days of the City approval of the project and adoption of the IS/MND, MIG will provide a Notice of Determination (NOD) to the City. Following the City’s approval of the NOD, MIG will file it with the Orange County Clerk’s Office and the State Clearinghouse.

At the time of the filing, fees will need to be provided by the applicant pursuant to the State of California Fish and Game Code Section 713. This fee is not included in our proposal.

Task 6 Deliverables

- Administrative Draft #1 Initial Study/Mitigated Negative Declaration (electronic)
- Administrative Draft #2 Initial Study/Mitigated Negative Declaration (electronic)
- Draft Initial Study/Mitigated Negative Declaration for public review (electronic, 4 printed copies, and 20 copies on CD)

- Final Initial Study/Mitigated Negative Declaration with responses to comments, MMRP, and NOD (electronic and one printed copy of each)

OPTIONAL TASK – COMBINED CEQA DOCUMENT FOR GPA AND CAP

We understand that the current contract for the Climate Action Plan (CAP) does not include CEQA documentation. The City has considered preparing a single CEQA document to address CAP adoption and the General Plan Amendments (Housing, Safety, and Environmental Justice Elements) rather than preparing a CAP-specific CEQA document. The CAP is anticipated to be completed by the end of 2020, so its adoption would need to be stalled (until the draft elements are completed) if the City wishes to pursue the more comprehensive CEQA document. If this course is pursued, this optional task would be performed in lieu of Task 6. The budget includes an estimated cost for this optional task.

SCHEDULE

Key Milestone	Target Completion Date
Contract Execution; Project Kick-off Meeting	September 2020
Tribal Consultation Initiated	October 2020
Stakeholder Interviews	Late September/Early October 2020
Workshop #1 and Survey	November 2020
Study Session #1 (if joint CC/PC)	December 2020
Vulnerability Assessment; Review Safety Element; Coordinate with City on Required Changes	November 2020
Administrative Draft Safety and Environmental Justice Elements (two rounds of review and comment)	February 2021
Administrative Draft Housing Element (two rounds of review and comment)	March 2021
Complete and Circulate CEQA Documentation	January -June 2021
Workshop #2 and Survey	Late March 2021
Submittal of Public Review Draft Housing Element to HDC (60-day review)	April – May 2021
Study Session #2 (either joint or one PC and one CC)	June 2021
Public Hearing Draft Documents	June 2021
Planning Commission Hearing	July 2021
City Council Hearing	August or September 2021
Submit adopted Housing Element to HCD	September 2021
Final Certified Housing Element	HCD has 90 days to review adopted Housing Element

BUDGET

<i>TASK</i>	<i>COST</i>
Task 1. Project Management and Coordination	
<i>1.1. Project Kick-off Meeting and Scope Refinement</i>	\$1,200
<i>1.2. Project Management, Meetings, and Ongoing Coordination</i>	\$10,000
<i>1.3. HCD Coordination</i>	\$2,500
<i>1.4. Tribal Consultation</i>	\$2,500
Subtotal	\$16,200
Task 2. Public Engagement	
<i>2.1. Community Workshops (2)</i>	\$20,000
<i>2.2. Information Campaign</i>	\$10,000
<i>2.3. Study Sessions</i>	\$8,000
<i>2.4. Public Hearings</i>	\$3,000
Subtotal	\$41,000
Task 3. Housing Element, Safety Element, and Environmental Justice Element	
<i>3.1. Housing Element</i>	
<i>3.2. Safety Element</i>	\$46,000
<i>3.3. Environmental Justice Element</i>	\$10,000
	\$19,000
Subtotal	\$75,000
Task 4. CEQA Review	
<i>4.1. Draft Initial Study/(Mitigated) Negative Declaration</i>	\$30,000
<i>4.2. Distribution</i>	\$1,200
<i>4.3 Notice of Determination</i>	\$500
Subtotal	\$31,700
Direct Costs	\$2,000
Project Total	\$165,900

AUGUST 4, 2020

APPROVAL OF SECOND AMENDMENT TO THE MEMORANDUM OF UNDERSTANDING WITH THE LOS ANGELES GATEWAY REGION INTEGRATED REGIONAL WATER MANAGEMENT JOINT POWERS AUTHORITY (JPA) FOR ADMINISTRATION AND COST SHARING TO PREPARE AND IMPLEMENT A WATERSHED MANAGEMENT PROGRAM (WMP) AND COORDINATED INTEGRATED MONITORING PROGRAM (CIMP) FOR THE LOWER LOS ANGELES RIVER (LLAR) WATERSHED

MOTION IN ORDER:

APPROVE THE SECOND AMENDMENT TO THE MEMORANDUM OF UNDERSTANDING WITH THE LOS ANGELES GATEWAY REGION INTEGRATED REGIONAL WATER MANAGEMENT JOINT POWERS AUTHORITY (JPA) FOR ADMINISTRATION AND COST SHARING TO PREPARE AND IMPLEMENT A WATERSHED MANAGEMENT PROGRAM (WMP) AND COORDINATED INTEGRATED MONITORING PROGRAM (CIMP) FOR THE LOWER LOS ANGELES RIVER (LLAR) WATERSHED.

MOTION:

MOVED BY: _____

SECONDED BY: _____

[] APPROVED

[] DENIED

ROLL CALL VOTE:

AYES: _____

NOES: _____

ABSENT: _____

ABSTAIN: _____



To: Honorable City Council
From: John Moreno, City Manager
By: Adriana Figueroa, Public Works Director
Date: August 4, 2020

Subject: APPROVAL OF SECOND AMENDMENT TO THE MEMORANDUM OF UNDERSTANDING WITH THE LOS ANGELES GATEWAY REGION INTEGRATED REGIONAL WATER MANAGEMENT JOINT POWERS AUTHORITY (JPA) FOR ADMINISTRATION AND COST SHARING TO PREPARE AND IMPLEMENT A WATERSHED MANAGEMENT PROGRAM (WMP) AND COORDINATED INTEGRATED MONITORING PROGRAM (CIMP) FOR THE LOWER LOS ANGELES RIVER (LLAR) WATERSHED

In August of 2013, the Gateway Water Management Authority (GWMA)), also known as the Los Angeles Gateway Region Integrated Regional Water Management Joint Powers Authority (JPA), entered into a Memorandum of Understanding (MOU) with the cities of Downey, Lakewood, Long Beach, Lynwood, Paramount, Pico Rivera, Signal Hill, South Gate, Los Angeles County Flood Control District and Caltrans, all members of the Lower Los Angeles River Watershed, for the preparation of the Watershed Management Program (WMP) and Coordinated Integrated Monitoring Program (CIMP). These programs were required as part of the Municipal Separate Storm Sewer System (MS4) Permit adopted by the Regional Water Quality Control Board. The Lower Los Angeles River Watershed agencies have worked together since then to complete the WMP and CIMP which were submitted to the Regional Board in June 2014 and have since been conditionally approved.

The purpose of this second Amendment to the original MOU is to continue the implementation phase of the programs and prepare for the next permit process. The cities and agencies tributary to the Lower Los Angeles River have worked together with the GWMA to develop this Agreement to share the cost of implementation. The implementation, monitoring, and reporting will be a multi-year and multi-agency effort. Participating agencies are assessed costs based on a cost sharing formula that is similar to previous years. The cost for the City of Paramount starting in FY 22 is approximately \$50,089.39 and accounts for 7.14% of the total cost. This expense will continue to be budgeted for FY 22 and subsequent years.

The scope of the work to be completed under this Amendment includes annual monitoring, annual reporting, and preparation for the new permit, special Bacteria Total Maximum Daily Load (TMDL) studies, and feasibility studies at potential regional project

sites. The costs for implementation of the WMP and CIMP are a great burden for individual cities.

Collaborating with a group of cities and agencies has allowed us to reduce costs significantly, as opposed to working individually, where the costs would be exponentially higher.

RECOMMENDED ACTION

It is recommended that the City Council approve the second amendment to the Memorandum of Understanding with the Los Angeles Gateway Region Integrated Regional Water Management Joint Powers Authority (JPA) for administration and cost sharing to prepare and implement a Watershed Management Plan (WMP) and Coordinated Integrated Monitoring Plan (CIMP) for the Lower Los Angeles River (LLAR) Watershed.

**SECOND AMENDMENT TO THE MEMORANDUM OF UNDERSTANDING
BETWEEN THE LOS ANGELES GATEWAY REGION INTEGRATED REGIONAL
WATER MANAGEMENT JOINT POWERS AUTHORITY AND THE CITIES OF DOWNEY,
LAKEWOOD, LONG BEACH, LYNWOOD, PARAMOUNT, PICO RIVERA, SIGNAL HILL, SOUTH
GATE, AND THE LOS ANGELES COUNTY FLOOD CONTROL DISTRICT
FOR
ADMINISTRATION AND COST SHARING TO PREPARE AND IMPLEMENT A WATERSHED
MANAGEMENT PROGRAM (“WMP”) and COORDINATED INTEGRATED MONITORING
PROGRAM (“CIMP”) AS REQUIRED BY THE REGIONAL WATER QUALITY CONTROL BOARD,
LOS ANGELES REGION, NATIONAL POLLUTANT DISCHARGE ELIMINATION SYSTEM
MUNICIPAL SEPARATE STORM SEWER SYSTEM PERMIT ORDER NO. R4-2012-0175
MUNICIPAL SEPARATE STORM SEWER SYSTEM (“MS4 PERMIT”) AND SUBSEQUENT
MUNICIPAL SEPARATE STORM SEWER SYSTEM (“MS4 PERMIT”)**

This **SECOND AMENDMENT** to the memorandum of understanding (“MOU”) is made and entered into as of the date of the last signature set forth below, by and between the Los Angeles Gateway Region Integrated Regional Water Management Joint Powers Authority (“GWMA”), a California Joint Powers Authority, the Cities of Downey, Lakewood, Long Beach, Lynwood, Paramount, Pico Rivera, Signal Hill, South Gate (“Cities”), and the Los Angeles County Flood Control District (“LACFCD”):

1. Recitals. This **SECOND AMENDMENT** is made with the respect to the following facts and purposes:

A. For the purposes of this Second Amendment, the term “Watershed Permittees” shall mean the Cities of Downey, Lakewood, Long Beach, Lynwood, Paramount, Pico Rivera, Signal Hill, South Gate, and the Los Angeles County Flood Control District; and

B. The Watershed Permittees and GWMA are collectively referred to as the “Parties”; and

C. On August 1, 2013, the Parties entered into a Memorandum of Understanding between the Los Angeles Gateway Region Integrated Regional Water Management Joint Powers Authority and the Cities of Downey, Lakewood, Long Beach, Lynwood, Paramount, Pico Rivera, Signal Hill, South Gate, and the Los Angeles County Flood Control District for Administration and Cost Sharing to Prepare a Watershed Management Program (“WMP”) and a Coordinated Integrated Monitoring Program (“CIMP”), collectively the “Plans” as required by the Regional Water Quality Control Board, Los Angeles Region, National Pollutant Discharge Elimination System Municipal Separate Storm Sewer System Permit, Order No. R4-2012-0175 Municipal Separate Storm Sewer System (“MOU”); and

D. The Watershed Permittees prepared and submitted the Plans to the Regional Board in compliance with certain elements of the MS4 Permit; and

E. The Watershed Permittees are now implementing the Plans in accordance with the MS4 Permit; and

F. The Parties have determined that authorizing GWMA to continue its retention of a consultant to implement the Plans will be beneficial to the Parties; and

G. The Parties entered into the First Amendment to the MOU in order to: (1) add implementation of the Plans to the scope and purpose of the MOU; and (2) provide a separate cost-share formula for the implementation of the Plans, subject to annual budget approval, in accordance with each Party's cost share allocations; and

H. The Parties now desire to amend the MOU to: (1) extend the MOU's term through September 30, 2025; (2) clarify that funding collected through this MOU may be used for regional BMP projects agreed to by the Watershed Permittees; (3) incorporate GWMA's administrative cost recovery program into the MOU; and (4) provide a consolidated cost-share formula for implementation of the Plans and any other approved expenditures, subject to annual budget approval, as set forth in Exhibit "B" ("Cost Sharing Formula).

NOW, THEREFORE, the Parties agree that the following provisions of the MOU shall be amended as follows:

2. Section 1 of the MOU entitled "Recitals" is hereby amended by adding thereto Recitals A-H of Section 1 of this Second Amendment, which are set forth above and incorporated herein as though set forth in full.

3. Section 2 of the MOU entitled "Purpose" is hereby amended to read as follows:

"Section 2. Purpose. The purpose of this MOU is to cooperatively support and undertake preparation of the Plans and any additional services, including but not limited to implementation of the WMP and the CIMP, including the construction of regional BMP projects as agreed to by the Watershed Permittees working cooperatively as the Lower Los Angeles River ("LLAR") Watershed Committee and as approved by the GWMA. For the purposes of this MOU, the term "regional BMP projects" does not include individual cities' low impact development ("LID") projects, including LID or Green Streets projects."

4. Section 6 of the MOU entitled "Term" is hereby amended to read as follows:

"Section 6. Term. This MOU shall remain and continue in effect until September 30, 2025 or expiration of the forthcoming MS4 Permit (Order No R4-XXXX-XXXX), whichever occurs sooner, unless sooner terminated as provided herein."

5. Section 9 of the MOU entitled "Financial Terms" is hereby amended to read as follows:

“Section 9. Financial Terms.

- a) Each Watershed Permittee shall pay its Proportional Costs as provided in **Exhibit “B”** (“Cost Sharing Formula”) for Consultants and any other related expenses to which the Parties may agree in writing.
- b) Each Watershed Permittee shall also pay its proportional share of GWMA’s staff time for retaining Consultants and invoicing the Watershed Permittees, audit expenses and other overhead costs, including reasonable legal fees (“MOU Costs”) incurred by GWMA in the performance of its duties under this MOU. The MOU costs added by GWMA to each invoice submitted to each Watershed Permittee shall be a percentage based on the following formulas:
 - i. GWMA Members: If the Watershed Permittee is a GWMA Member, then the MOU Costs do not include the GWMA’s estimated indirect, overhead costs, which GWMA Members absorb as part of their annual membership dues. The rate charged to GWMA Members in order to recover the MOU Costs will range between zero percent (0%) and five percent (5%) of the Watershed Permittee’s Proportional Costs. On an annual basis the GWMA will evaluate the percentage rate charged to GWMA Members to ensure it adequately recovers the GWMA’s cost of performing its duties under this MOU. Based on this review, the GWMA Board will establish the rate charged to recover the Administrative Costs for the next fiscal year. The GWMA will provide the Representative of the LLAR Watershed Committee fifteen (15) days’ written notice prior to July 1st of the fiscal year in which a new rate will take effect.
 - ii. Non-GWMA Members. If the Watershed Permittee is not a GWMA Member, then the MOU Costs will also include the GWMA’s estimated indirect, overhead costs. The rate charged to Non-GWMA Members, including LACFCD, in order to recover direct MOU Costs will range between five percent (5%) and ten percent (10%) of the Permittee’s Monitoring Costs and the rate charged to recover indirect MOU Costs will range between two percent (2%) and five percent (5%) of the Watershed Permittee’s Proportional Costs. On an annual basis the GWMA will evaluate the percentage rates charged to Non-GWMA Members to ensure they adequately recovers the GWMA’s cost of performing its duties under this MOU. Based on this review, the GWMA Board may increase or decrease the rates charged to recover the MOU Costs, including both direct and indirect costs, for the next fiscal year. The GWMA will provide the Representative of the LLAR Watershed Committee fifteen (15) days’ written notice prior to July 1st of the fiscal year in which a new rate will take effect.
- c) GWMA shall submit an invoice to each Watershed Permittee reflecting each Watershed Permittee’s estimated Proportional Costs of the Consultants’

services through the following June 30th. Prior to releasing payment to Consultants, GWMA shall submit a copy of the Consultants' invoices to the LLAR Watershed Committee for approval. The decision regarding whether to pay the invoice shall be communicated to the GWMA by the Representative.

- d) Upon receiving an invoice from GWMA, each Watershed Permittee shall pay its Proportional Costs set forth in that invoice to the GWMA within forty-five days (45) days of receipt.
- e) By March 15th of each year, the LLAR Watershed Committee shall submit to GWMA a recommended budget for the following fiscal year. GWMA shall consider the recommendation and adopt a budget by June 30th inclusive of the LLAR Watershed Committee's recommendation. GWMA will send each Watershed Permittee no later than June 30th of each year an invoice representing the Watershed Permittee's Proportional Costs of the adopted budget. GWMA shall not expend funds in excess of each annual budgeted amount without prior notification to and approval by the LLAR Watershed Committee.
- f) Each Watershed Permittee shall review their recommended Proportional Costs for the upcoming fiscal year in a timely manner for inclusion in its next budget cycle or exercise the withdrawal and termination clause as specified in Section 12.a of the MOU.
- g) A Watershed Permittee will be delinquent if the invoiced payment is within the budgeted amounts or the amounts authorized by the LLAR Watershed Committee and such invoiced payment is not received by the GWMA within forty-five (45) days after the GWMA first sent the invoice. The GWMA will follow the procedure listed below, or such other procedure that the LLAR Watershed Committee directs to effectuate payment: 1) verbally contact the official of the Watershed Permittee with copies to each other Watershed Permittee to the person and at the address to which notices should be addressed pursuant to Section 13 of the MOU, and 2) submit a formal letter from the GWMA Executive Officer to the Watershed Permittee. If payment is not received within sixty (60) days following the due date, the GWMA may terminate the MOU unless the City Managers/Administrators of the Watershed Permittees in good standing inform the GWMA in writing that their respective Watershed Permittees agree to adjust their Proportional Cost allocations in accordance with the Cost Share Formula in **Exhibit "B"** ("Cost Sharing Formula"). The terminated Watershed Permittee shall remain obligated to GWMA for its delinquent payments and any other obligations incurred prior to the date of termination.
- h) GWMA shall suspend all work being performed by any Consultants retained by GWMA if any Watershed Permittee has not paid its invoice within forty five (45) days after the GWMA first sent the invoice unless the City

Managers/ Administrators of the other Watershed Permittees inform the GWMA in writing that their respective Watershed Permittees will pay the delinquent Watershed Permittee's costs once the MOU with the delinquent Watershed Permittee has been terminated.

- i) Any delinquent payments by a Watershed Permittee shall accrue compound interest at the then-current rate of interest in the Local Agency Investment Fund, calculated from the first date of delinquency until the payment is made.
- j) Funds remaining in the possession of the GWMA at the end of the term of this MOU, or at the termination of this MOU, whichever occurs earlier, shall be promptly returned to the then remaining Watershed Permittees in accordance with the Cost Share Formula in in **Exhibit "B"** ("Cost Sharing Formula") or rolled over into the subsequent MOU if requested by the Permittee."

6. Paragraph a) of Section 12 of the MOU entitled "Termination" is hereby amended to read as follows:

"a) A Watershed Permittee may withdraw from this MOU for any reason, or no reason, by giving the other Watershed Permittees thirty (30) days written notice thereof. The effective withdrawal date shall be the thirtieth (30th) day after GWMA receives the withdrawing Watershed Permittee's notice to withdraw from the MOU. The withdrawing Watershed Permittee shall be responsible for its Proportional Costs and proportional MOU Costs, which the GWMA incurred or to which it became bound through the effective date of withdrawal. Such MOU Costs shall include the remaining fees of any Consultant retained by the GWMA through the effective date of withdrawal. Should any Watershed Permittee withdraw from the MOU, the remaining Watershed Permittees' Proportional Cost allocation shall be adjusted in accordance with the Cost Share Formula in **Exhibit "B"** ("Cost Sharing Formula"). A withdrawing Watershed Permittee shall remain liable for any loss, debt, liability otherwise incurred while participating in this MOU.

7. **Exhibit "B"** ("Cost Sharing Formula") attached hereto and incorporated herein as though set forth shall replace "Exhibit "B1 ("Cost Sharing Formula for Preparation of the Plans") and Exhibit "B2" ("Cost Sharing Formula for Implementation of the Plans") previously adopted under the First Amendment.

8. Except for the changes specifically set forth herein, all other terms and conditions of the MOU and the First Amendment shall remain in full force and effect.

[SIGNATURE PAGES FOLLOW]

IN WITNESS WHEREOF, the Parties hereto have caused this **SECOND AMENDMENT** to be executed on their behalf, respectively, as follows:

DATE: _____

LOS ANGELES GATEWAY REGION INTEGRATED
REGIONAL WATER MANAGEMENT JOINT
POWERS AUTHORITY

Lisa Ann Rapp
GWMA Chair

Nicholas R. Ghirelli
General Counsel

IN WITNESS WHEREOF, the Parties hereto have caused this **SECOND AMENDMENT** to be executed on their behalf, respectively, as follows:

DATE: _____

CITY OF DOWNEY
City Manager
11111 Brookshire Avenue
Downey, CA 90241

City Manager

ATTEST:

APPROVED AS TO FORM:

City Clerk

City Attorney

IN WITNESS WHEREOF, the Parties hereto have caused this **SECOND AMENDMENT** to be executed on their behalf, respectively, as follows:

DATE: _____

CITY OF LAKEWOOD
City Manager
5050 Clark Avenue
Lakewood, CA 90712

City Manager

ATTEST:

APPROVED AS TO FORM:

City Clerk

City Attorney

IN WITNESS WHEREOF, the Parties hereto have caused this **SECOND AMENDMENT** to be executed on their behalf, respectively, as follows:

DATE: _____

CITY OF LONG BEACH
City Manager
411 West Ocean Boulevard
Long Beach, CA 90802

City Manager

ATTEST:

APPROVED AS TO FORM:

City Clerk

City Attorney

By:

Deputy City Attorney

IN WITNESS WHEREOF, the Parties hereto have caused this **SECOND AMENDMENT** to be executed on their behalf, respectively, as follows:

DATE: _____

CITY OF LYNWOOD
City Manager
11330 Bullis Road
Lynwood, CA 90262

City Manager

ATTEST:

APPROVED AS TO FORM:

City Clerk

City Attorney

IN WITNESS WHEREOF, the Parties hereto have caused this **SECOND AMENDMENT** to be executed on their behalf, respectively, as follows:

DATE: _____

CITY OF PICO RIVERA
City Manager
6615 Passons Boulevard
Pico Rivera, CA 90660

City Manager

ATTEST:

APPROVED AS TO FORM:

City Clerk

City Attorney

IN WITNESS WHEREOF, the Parties hereto have caused this **SECOND AMENDMENT** to be executed on their behalf, respectively, as follows:

DATE: _____

CITY OF PARAMOUNT
City Manager
16400 Paramount Blvd
Paramount, CA 90723

City Manager

ATTEST:

APPROVED AS TO FORM:

City Clerk

City Attorney

IN WITNESS WHEREOF, the Parties hereto have caused this **SECOND AMENDMENT** to be executed on their behalf, respectively, as follows:

DATE: _____

CITY OF SOUTH GATE
City Manager
8650 California Avenue
South Gate, CA 90280

City Manager

ATTEST:

APPROVED AS TO FORM:

City Clerk

City Attorney

IN WITNESS WHEREOF, the Parties hereto have caused this **SECOND AMENDMENT** to be executed on their behalf, respectively, as follows:

DATE: _____

CITY OF SIGNAL HILL
City Manager
2175 Cherry Avenue
Signal Hill, CA 90602

City Manager

ATTEST:

APPROVED AS TO FORM:

City Clerk-Treasurer

City Attorney

IN WITNESS WHEREOF, the Parties hereto have caused this **SECOND AMENDMENT** to be executed on their behalf, respectively, as follows:

DATE: _____

LOS ANGELES COUNTY FLOOD
CONTROL DISTRICT
County of Los Angeles
Department of Public Works
Watershed Management Division, 11th Fl.
900 South Fremont Avenue
Alhambra, CA 91803-1331

By:

Chief Engineer

APPROVED AS TO FORM:

County Counsel

Deputy

Exhibit B
Annual Average Cost Sharing Formula beginning FY July 1, 2021

Agency	Area (sq. mile)	Cost Share Percentage	90% of Average Cost (after Deducting LACFCD's Cost) Proportioned Based on Area	10% of Average Cost (after Deducting LACFCD's Cost) Proportioned Equally	Total Average Annual Cost*
Downey	5.54	12.67%	\$74,409.76	\$8,156.82	\$82,566.58
Lakewood	0.08	0.18%	\$1,057.12	\$8,156.82	\$9,213.94
Long Beach	19.22	43.96%	\$258,173.10	\$8,156.82	\$266,329.92
Lynwood	4.84	11.07%	\$65,013.11	\$8,156.82	\$73,169.93
Paramount	3.12	7.14%	\$41,932.57	\$8,156.82	\$50,089.39
Pico Rivera	2.36	5.40%	\$31,713.71	\$8,156.82	\$39,870.53
Signal Hill	1.21	2.77%	\$16,267.96	\$8,156.82	\$24,424.78
South Gate	7.35	16.81%	\$98,723.61	\$8,156.82	\$106,880.43
LACFCD (5% of total)		--	--	--	\$34,344.50
Total	43.72	100.00%	\$587,290.95	\$65,254.55	\$686,890.00

* Does not include GWMA Administrative Fee and Indirect Administrative Fee (approved by GWMA Board annually).

Notes:

- The LLAR Watershed Group will determine and approve a budget each year for the following fiscal year necessary to comply with the MS4 permit(s).
- The average Watershed budget for the next four years is anticipated to range between \$618,201 and \$755,579, (Average = \$686,890.00) depending on requirements in the new Regional MS4 permit, plus GWMA administrative fees. The final year may be higher if reassessments of the Watershed Management Program (WMP), the Coordinated Integrated Monitoring Program (CIMP), and the Reasonable Assurance Analysis (RAA) are required.
- Other agencies may participate upon approval of cost sharing agreements by the LLAR Watershed Committee and GWMA. Future participants shall be assessed a late entry cost as if they had been a participant from the beginning of the Metals TMDL MOU, as of March 1, 2012, unless otherwise determined by the LLAR Watershed Committee.
- Watershed Permittees and the cost share are subject to modifications due to, but not limited to, changes in the number of participating agencies, refinements in mapping, and changes in boundaries.
- LACFCD's annual contribution shall not exceed \$100,000 unless otherwise amended.

AUGUST 4, 2020

APPROVAL OF SECOND AMENDMENT TO THE MEMORANDUM OF UNDERSTANDING WITH THE LOS ANGELES GATEWAY REGION INTEGRATED REGIONAL WATER MANAGEMENT JOINT POWERS AUTHORITY (JPA) FOR ADMINISTRATION AND COST SHARING TO PREPARE AND IMPLEMENT A WATERSHED MANAGEMENT PROGRAM (WMP) AND COORDINATED INTEGRATED MONITORING PROGRAM (CIMP) FOR THE LOS CERRITOS CHANNEL (LCC) WATERSHED

MOTION IN ORDER:

APPROVE THE SECOND AMENDMENT TO THE MEMORANDUM OF UNDERSTANDING WITH THE LOS ANGELES GATEWAY REGION INTEGRATED REGIONAL WATER MANAGEMENT JOINT POWERS AUTHORITY (JPA) FOR ADMINISTRATION AND COST SHARING TO PREPARE AND IMPLEMENT A WATERSHED MANAGEMENT PROGRAM (WMP) AND COORDINATED INTEGRATED MONITORING PROGRAM (CIMP) FOR THE LOS CERRITOS CHANNEL (LCC) WATERSHED.

MOTION:

MOVED BY: _____

SECONDED BY: _____

[] APPROVED

[] DENIED

ROLL CALL VOTE:

AYES: _____

NOES: _____

ABSENT: _____

ABSTAIN: _____



To: Honorable City Council
From: John Moreno, City Manager
By: Adriana Figueroa, Public Works Director
Date: August 4, 2020

Subject: APPROVAL OF SECOND AMENDMENT TO THE MEMORANDUM OF UNDERSTANDING WITH THE LOS ANGELES GATEWAY REGION INTEGRATED REGIONAL WATER MANAGEMENT JOINT POWERS AUTHORITY (JPA) FOR ADMINISTRATION AND COST SHARING TO PREPARE AND IMPLEMENT A WATERSHED MANAGEMENT PROGRAM (WMP) AND COORDINATED INTEGRATED MONITORING PROGRAM (CIMP) FOR THE LOS CERRITOS CHANNEL (LCC) WATERSHED

In August of 2013, the Gateway Water Management Authority (GWMA), also known as the Los Angeles Gateway Region Integrated Regional Water Management Joint Powers Authority (JPA), entered into a Memorandum of Understanding (MOU) with the cities of Bellflower, Cerritos, Downey, Lakewood, Long Beach, Paramount, Signal Hill, Los Angeles County Flood Control District and Caltrans, all members of the Los Cerritos Channel Watershed, for the preparation of the Watershed Management Program (WMP) and Coordinated Integrated Monitoring Program (CIMP). These programs were required as part of the Municipal Separate Storm Sewer System (MS4) Permit adopted by the Regional Water Quality Control Board. The Los Cerritos Channel Watershed agencies have worked together since then to complete the WMP and CIMP which were submitted to the Regional Board in June 2014 and have since been conditionally approved.

The purpose of this second Amendment to the original MOU is to continue the implementation phase of the programs and prepare for the next permit process. The cities and agencies tributary to the Los Cerritos Channel have worked together with the GWMA to develop this Agreement to share the cost of implementation. The implementation, monitoring, and reporting will be a multi-year and multi-agency effort. Participating agencies are assessed costs based on a cost sharing formula that is similar to previous years. The cost for the City of Paramount starting in FY 22 is approximately \$52,466.81 and accounts for 6.59% of the total cost. This expense will continue to be budgeted for FY 22 and subsequent years.

The scope of the work to be completed under this Amendment includes annual monitoring, annual reporting, and preparation for the new permit, special Bacteria Total Maximum Daily Load (TMDL) studies, and feasibility studies at potential regional project

sites. The costs for implementation of the WMP and CIMP are a great burden for individual cities.

Collaborating with a group of cities and agencies has allowed us to reduce costs significantly, as opposed to working individually, where the costs would be exponentially higher.

RECOMMENDED ACTION

It is recommended that the City Council approve the second amendment to the Memorandum of Understanding with the Los Angeles Gateway Region Integrated Regional Water Management Joint Powers Authority (JPA) for administration and cost sharing to prepare and implement a Watershed Management Plan (WMP) and Coordinated Integrated Monitoring Plan (CIMP) for the Los Cerritos Channel (LCC) Watershed.

**SECOND AMENDMENT TO THE MEMORANDUM OF UNDERSTANDING
BETWEEN THE LOS ANGELES GATEWAY REGION INTEGRATED REGIONAL
WATER MANAGEMENT JOINT POWERS AUTHORITY AND THE CITIES OF BELLFLOWER,
CERRITOS, DOWNEY, LAKEWOOD, LONG BEACH, PARAMOUNT, AND SIGNAL HILL, AND
THE LOS ANGELES COUNTY FLOOD CONTROL DISTRICT
FOR
ADMINISTRATION AND COST SHARING TO PREPARE AND IMPLEMENT A WATERSHED
MANAGEMENT PROGRAM (“WMP”) and COORDINATED INTEGRATED MONITORING
PROGRAM (“CIMP”) AS REQUIRED BY THE REGIONAL WATER QUALITY CONTROL BOARD,
LOS ANGELES REGION, NATIONAL POLLUTANT DISCHARGE ELIMINATION SYSTEM
MUNICIPAL SEPARATE STORM SEWER SYSTEM PERMIT ORDER NO. R4-2012-0175
MUNICIPAL SEPARATE STORM SEWER SYSTEM (“MS4 PERMIT”)**

This **SECOND AMENDMENT** to the memorandum of understanding (“MOU”) is made and entered into as of the date of the last signature set forth below, by and between the Los Angeles Gateway Region Integrated Regional Water Management Joint Powers Authority (“GWMA”), a California Joint Powers Authority, and the Cities of Bellflower, Cerritos, Downey, Lakewood, Long Beach, Paramount, and Signal Hill (“Cities”), and the Los Angeles County Flood Control District (“LACFCD”):

1. Recitals. This **SECOND AMENDMENT** is made with the respect to the following facts and purposes:

A. For the purposes of this Second Amendment, the term “Watershed Permittees” shall mean the Cities of Bellflower, Cerritos, Downey, Lakewood, Long Beach, Paramount, and Signal Hill, and the Los Angeles County Flood Control District; and

B. The Watershed Permittees and GWMA are collectively referred to as the “Parties”; and

C. The Los Cerritos Watershed Group (“Group”) is the technical committee comprised of one representative from each of the Watershed Permittees.

D. On December 6, 2013, the Parties entered into a Memorandum of Understanding between the Los Angeles Gateway Region Integrated Regional Water Management Joint Powers Authority and the Cities of Bellflower, Cerritos, Downey, Lakewood, Long Beach, Paramount, and Signal Hill, and the Los Angeles County Flood Control District for Administration and Cost Sharing to Prepare a Watershed Management Program (“WMP”) and a Coordinated Integrated Monitoring Program (“CIMP”), collectively the “Plans,” as required by the Regional Water Quality Control Board, Los Angeles Region, National Pollutant Discharge Elimination System Municipal Separate Storm Sewer System Permit, Order No. R4-2012-0175 Municipal Separate Storm Sewer System (“MOU”); and

E. The Watershed Permittees prepared and submitted the Plans to the Regional Board in compliance with certain elements of the MS4 Permit; and

F. The Watershed Permittees are now implementing the Plans in accordance with the MS4 Permit; and

G. The Parties have determined that authorizing GWMA to continue its retention of a consultant to implement the Plans will be beneficial to the Parties; and

H. On June 11, 2015 the Parties entered into the First Amendment to the MOU in order to: (1) add implementation of the Plans to the scope and purpose of the MOU; and (2) provide a separate cost-share formula for the implementation of the Plans, subject to annual budget approval, in accordance with each Party's cost share allocations; and

I. The Parties now desire to amend the MOU to: (1) extend the MOU's term through September 30, 2025; (2) incorporate GWMA's administrative cost recovery program into the MOU; and (3) provide a consolidated cost-share formula for implementation of the Plans and any other approved expenditures, subject to annual budget approval, as set forth in Exhibit "B" ("Cost Sharing Formula").

NOW, THEREFORE, the Parties agree that the following provisions of the MOU shall be amended as follows:

2. Section 1 of the MOU entitled "Recitals" is hereby amended by adding thereto Recitals A-I of Section 1 of this Second Amendment, which are set forth above and incorporated herein as though set forth in full.

3. Section 6 of the MOU entitled "Term" is hereby amended to read as follows:

"Section 6. Term. This MOU shall remain and continue in effect until September 30, 2025, unless sooner terminated as provided herein. "

4. Section 9 of the MOU entitled "Financial Terms" is hereby amended to read as follows:

"Section 9. Financial Terms.

- a) Each Watershed Permittee shall pay its Respective Costs as provided in **Exhibit "B"** ("Cost Sharing Formula") for Consultants, and costs incurred in updating the Watershed Management Program, the Coordinated Integrated Monitoring Program, and the Reasonable Assurance Analysis; implementing the Metals TMDLs, implementing, the Los Cerritos Channel and Estuary Indicator Bacteria TMDL (or an approved Alternative Restoration Approach); development of project feasibility studies; and any other related expenses to which the Parties may agree in writing.
- b) Each Watershed Permittee shall also pay its proportional share of GWMA's staff time for retaining Consultants and invoicing the Watershed Permittees, audit expenses and other overhead costs, including reasonable legal fees

(“MOU Costs”) incurred by GWMA in the performance of its duties under this MOU. The MOU Costs added by GWMA to each invoice submitted to each Watershed Permittee shall be a percentage based on the following formulas:

- i. GWMA Members: If the Watershed Permittee is a GWMA Member, then the MOU Costs do not include the GWMA’s estimated indirect, overhead costs, which GWMA Members absorb as part of their annual membership dues. The rate charged to GWMA Members in order to recover the MOU Costs will range between zero percent (0%) and five percent (5%) of the Watershed Permittee’s Proportional Costs. On an annual basis the GWMA will evaluate the percentage rate charged to GWMA Members to ensure it adequately recovers the GWMA’s cost of performing its duties under this MOU. Based on this review, the GWMA Board will establish the rate charged to recover the Administrative Costs for the next fiscal year. The GWMA will provide the Representative of the LSGR Watershed Committee fifteen (15) days’ written notice prior to July 1st of the fiscal year in which a new rate will take effect.
- ii. Non-GWMA Members. If the Watershed Permittee is not a GWMA Member, then the MOU Costs will also include the GWMA’s estimated indirect, overhead costs. The rate charged to Non-GWMA Members, including LACFCD, in order to recover direct MOU Costs will range between five percent (5%) and ten percent (10%) of the Permittee’s Monitoring Costs and the rate charged to recover indirect MOU Costs will range between two percent (2%) and five percent (5%) of the Watershed Permittee’s Proportional Costs. On an annual basis the GWMA will evaluate the percentage rates charged to Non-GWMA Members to ensure they adequately recovers the GWMA’s cost of performing its duties under this MOU. Based on this review, the GWMA Board may increase or decrease the rates charged to recover the MOU Costs, including both direct and indirect costs, for the next fiscal year. The GWMA will provide the Representative of the LSGR Watershed Committee fifteen (15) days’ written notice prior to July 1st of the fiscal year in which a new rate will take effect.
- c) GWMA shall submit an invoice to each Watershed Permittee reflecting each Watershed Permittee’s estimated Respective Costs of the Consultants’ services through the following June 30th. Prior to releasing payment to Consultants, GWMA shall submit a copy of the Consultants’ invoices to the Group for approval. The decision regarding whether to pay the invoice shall be communicated to the GWMA by the Representative.
- d) Upon receiving an invoice frp, GWMA, each Watershed Permittee shall pay its Respective Costs set forth in that invoice to the GWMA within forty-five days (45) days of receipt.

- e) By March 15th of each year, the Group shall submit to GWMA a recommended budget for the following fiscal year. GWMA shall consider the recommendation and adopt a budget by June 30th inclusive of the Group's recommendation. GWMA will send each Watershed Permittee no later than June 30th of each year an invoice representing the Watershed Permittee's Respective Costs of the adopted budget. GWMA shall not expend funds in excess of each annual budgeted amount without prior notification to and approval by the Group.
- f) Each Watershed Permittee shall review its recommended Respective Costs for the upcoming fiscal year in a timely manner for inclusion in its next budget cycle or exercise the withdrawal and termination clause as specified in Section 13.a of the MOU.
- g) A Watershed Permittee will be delinquent if the invoiced payment is within the budgeted amounts or the amounts authorized by the Group and such invoiced payment is not received by the GWMA within forty-five (45) days after the GWMA first sent the invoice. The GWMA will follow the procedure listed below, or such other procedure that the Group directs to effectuate payment: 1) verbally contact the official of the Watershed Permittee with copies to each other Watershed Permittee to the person and at the address to which notices should be addressed pursuant to Section 15 of the MOU, and 2) submit a formal letter from the GWMA Executive Officer to the Watershed Permittee. If payment is not received within sixty (60) days following the due date, the GWMA may terminate the MOU unless the City Managers/Administrators of the Watershed Permittees in good standing inform the GWMA in writing that their respective Watershed Permittees agree to adjust their Proportional Cost allocations in accordance with the Cost Share Formula in **Exhibit "B"** ("Cost Sharing Formula"). The terminated Watershed Permittee shall remain obligated to GWMA for its delinquent payments and any other obligations incurred prior to the date of termination.
- h) GWMA shall suspend all work being performed by any Consultants retained by GWMA if any Watershed Permittee has not paid its invoice within forty five (45) days after the GWMA first sent the invoice unless the City Managers/ Administrators of the other Watershed Permittees inform the GWMA in writing that their respective Watershed Permittees will pay the delinquent Watershed Permittee's costs once the MOU with the delinquent Watershed Permittee has been terminated.
- i) Any delinquent payments by a Watershed Permittee shall accrue compound interest at the then-current rate of interest in the Local Agency Investment Fund, calculated from the first date of delinquency until the payment is made.
- j) Funds remaining in the possession of the GWMA at the end of the term of this MOU, or at the termination of this MOU, whichever occurs earlier, shall be

promptly returned to the then remaining Watershed Permittees in accordance with the Cost Share Formula in **Exhibit "B"** ("Cost Sharing Formula").

- k) All Parties except LACFCD and Caltrans previously entered into the TMDL MOU. Unencumbered TMDL funds shall be applied to the Participant Costs and MOU Costs of the signatories of the TMDL MOU.
- l) The PARTIES agree that if any other entity decides to cost share any element of the CIMP, GWMA will enter into a separate MOU with that entity and will reduce the PARTIES' future invoice amount(s) accordingly."

5. Exhibit "B" ("Cost Sharing") attached hereto and incorporated herein as though set forth in full shall replace Exhibit "B" as previously adopted under the First Amendment.

6. Except for the changes specifically set forth herein, all other terms and conditions of the MOU and the First Amendment shall remain in full force and effect.

[SIGNATURE PAGES FOLLOW]

IN WITNESS WHEREOF, the Parties hereto have caused this **SECOND AMENDMENT** to be executed on their behalf, respectively, as follows:

DATE: _____

LOS ANGELES GATEWAY REGION INTEGRATED
REGIONAL WATER MANAGEMENT JOINT
POWERS AUTHORITY

Lisa Ann Rapp
GWMA Chair

Nicholas R. Ghirelli
General Counsel

IN WITNESS WHEREOF, the Parties hereto have caused this **SECOND AMENDMENT** to be executed on their behalf, respectively, as follows:

DATE: _____

CITY OF BELLFLOWER
City Manager
16600 Civic Center Drive
Bellflower, CA 90706

City Manager

ATTEST:

APPROVED AS TO FORM:

City Clerk

City Attorney

IN WITNESS WHEREOF, the Parties hereto have caused this **SECOND AMENDMENT** to be executed on their behalf, respectively, as follows:

DATE: _____

CITY OF CERRITOS
City Manager
P.O. Box 3130
Cerritos, CA 90703-3130

City Manager

ATTEST:

APPROVED AS TO FORM:

City Clerk

City Attorney

IN WITNESS WHEREOF, the Parties hereto have caused this **SECOND AMENDMENT** to be executed on their behalf, respectively, as follows:

DATE: _____

CITY OF DOWNEY
City Manager
11111 Brookshire Avenue
Downey, CA 90241

City Manager

ATTEST:

APPROVED AS TO FORM:

City Clerk

City Attorney

IN WITNESS WHEREOF, the Parties hereto have caused this **SECOND AMENDMENT** to be executed on their behalf, respectively, as follows:

DATE: _____

CITY OF LAKEWOOD
City Manager
5050 Clark Avenue
Lakewood, CA 90712

Mayor

ATTEST:

APPROVED AS TO FORM:

City Clerk

City Attorney

IN WITNESS WHEREOF, the Parties hereto have caused this **SECOND AMENDMENT** to be executed on their behalf, respectively, as follows:

DATE: _____

CITY OF LONG BEACH
City Manager
411 West Ocean Boulevard
Long Beach, CA 90802

City Manager

ATTEST:

APPROVED AS TO FORM:

City Clerk

City Attorney

By:

Deputy City Attorney

IN WITNESS WHEREOF, the Parties hereto have caused this **SECOND AMENDMENT** to be executed on their behalf, respectively, as follows:

DATE: _____

CITY OF PARAMOUNT
City Manager
16400 Colorado Avenue
Paramount, CA 90723

City Manager

ATTEST:

APPROVED AS TO FORM:

City Clerk

City Attorney

IN WITNESS WHEREOF, the Parties hereto have caused this **SECOND AMENDMENT** to be executed on their behalf, respectively, as follows:

DATE: _____

CITY OF SIGNAL HILL
City Manager
2175 Cherry Avenue
Signal Hill, CA 90602

City Manager

ATTEST:

APPROVED AS TO FORM:

City Clerk

City Attorney

IN WITNESS WHEREOF, the Parties hereto have caused this **SECOND AMENDMENT** to be executed on their behalf, respectively, as follows:

DATE: _____

LOS ANGELES COUNTY FLOOD
CONTROL DISTRICT
County of Los Angeles
Department of Public Works
Watershed Management Division, 11th Fl.
900 South Fremont Avenue
Alhambra, CA 91803-1331

By:

Chief Engineer

APPROVED AS TO FORM:

County Counsel

Deputy

Exhibit B
Annual Average Cost Sharing Formula beginning FY July 1, 2021

Agency	Area (sq. mile)	Cost Share Percentage	90% of Average Cost (after Deducting LACFCD's Cost) Proportioned Based on Area	10% of Average Cost (after Deducting LACFCD's Cost) Proportioned Equally	Total Average Annual Cost*
Bellflower	4.40	16.46%	\$105,574.68	\$10,178.57	\$115,753.26
Cerritos	0.09	0.34%	\$2,157.62	\$10,178.57	\$12,336.19
Downey	0.38	1.43%	\$9,177.38	\$10,178.57	\$19,355.95
Lakewood	7.50	28.06%	\$179,905.45	\$10,178.57	\$190,084.02
Long Beach	11.77	44.02%	\$282,265.43	\$10,178.57	\$292,444.00
Paramount	1.76	6.59%	\$42,288.23	\$10,178.57	\$52,466.81
Signal Hill	0.83	3.10%	\$19,881.20	\$10,178.57	\$30,059.77
LACFCD (5% of total)					\$37,500.00
Total	26.75	100.00%	\$641,250.00	\$71,250.00	\$750,000.00

* Does not include GWMA Administrative Fee and Indirect Administrative Fee (approved by GWMA Board annually).

Notes:

- The LCC Watershed Group will determine and approve a budget each year for the following fiscal year necessary to comply with the MS4 permit(s).
- The average Watershed budget for the next four years is anticipated to range between \$650,000 and \$850,000 (Average = \$750,000) depending on requirements in the new Regional MS4 permit, plus GWMA administrative fees. The final year may be higher if reassessments of the Watershed Management Program (WMP), the Coordinated Integrated Monitoring Program (CIMP), and the Reasonable Assurance Analysis (RAA) are required.
- Other agencies may participate upon approval of cost sharing agreements by the LCC Watershed Committee and GWMA. Future participants shall be assessed a late entry cost as if they had been a participant from the beginning of the Metals TMDL MOU, as of March 1, 2012, unless otherwise determined by the LCC Watershed Committee.
- Watershed Permittees and the cost share are subject to modifications due to, but not limited to, changes in the number of participating agencies, refinements in mapping, and changes in boundaries.
- LACFCD's annual contribution shall not exceed \$100,000 unless otherwise amended.

AUGUST 4, 2020

AWARD OF CONTRACT

PARAMOUNT POOL REPLASTER AND DECK REPAIRS PROJECT -
APPROVAL OF AN AGREEMENT WITH JONES AND MADHAVAN TO
PROVIDE PROFESSIONAL DESIGN SERVICES
(CITY PROJECT NO. 9051)

MOTION IN ORDER:

AWARD THE CONTRACT FOR PROFESSIONAL DESIGN SERVICES
FOR THE PARAMOUNT POOL REPLASTER AND DECK REPAIRS
PROJECT TO JONES AND MADHAVAN, THOUSAND OAKS,
CALIFORNIA, IN THE AMOUNT OF \$58,000, AND AUTHORIZE THE
MAYOR OR HER DESIGNEE TO EXECUTE THE AGREEMENT.

MOTION:

MOVED BY: _____

SECONDED BY: _____

[] APPROVED

[] DENIED

ROLL CALL VOTE:

AYES: _____

NOES: _____

ABSENT: _____

ABSTAIN: _____



To: Honorable City Council
From: John Moreno, City Manager
By: Adriana Figueroa, Public Works Director
Wendy Macias, Public Works Manager
Date: August 4, 2020

**Subject: PARAMOUNT POOL REPLASTER AND DECK REPAIRS PROJECT -
APPROVAL OF AN AGREEMENT WITH JONES AND MADHAVAN TO
PROVIDE PROFESSIONAL DESIGN SERVICES
(CITY PROJECT NO. 9051)**

In 2006, the Paramount Park pool underwent a significant renovation and expansion that included the addition of competitive swim lanes, a zero-depth entry area with spray features, the replacement of the entire pool deck surfacing, new shade shelters for pool users, and the upgrade of the entire pool lighting system located within the pool. Almost fifteen years later, the pool's plaster has many significant cracks throughout, a section of the lights are nonfunctional, and the pool deck that surrounds the pool is worn.

With the adoption of the Fiscal Year 2021 budget in June, funds were allocated for a comprehensive repair project for Paramount Pool. A portion of the funds for the design and repair of the pool are from a grant from the California Natural Resources Agency, through the office of State Assembly Speaker Anthony Rendon. As part of this project, the entire pool will be replastered, the lights within the pool will be replaced, and the surrounding pool deck will be replaced.

Jones and Madhavan submitted a proposal of \$58,000 to provide the design services needed in order to prepare plans and specifications for the proposed improvements. The design services will include preliminary design, construction documents, plan approvals, and construction administration. This fee is within industry standards for design services and is below the budgeted amount of \$60,000.

The City's professional service contract policy requires contracts in excess of \$40,000 to be approved by the City Council. In accordance with Section 18-30 (a) of Chapter 18 of the Paramount Municipal Code, contracts awarded for professional services shall be awarded by the City Council on the basis of the demonstrated competence of the contractors, and on the contractor's professional qualifications necessary for the satisfactory performance of the services required, and on the fairness and reasonableness of the cost of the services to the City, and shall not be awarded solely on the basis of cost. The competitive formal bidding requirements are not applicable to the procurement of professional services.

Jones and Madhavan is an experienced and knowledgeable firm, established in 1990, that has done similar work for many agencies, including Paramount's pool expansion and renovation project in 2006, and the Orange Avenue Splash Zone in 2016. Other facilities include Carson's Dominguez Aquatic Center, Los Angeles' Stoner Recreation Center Pool, Cal State University, Monterey Bay's Aquatic Center, and the Los Angeles Community College District's Southwest College Pool Complex. Having worked closely with Jones and Madhavan with the prior pool projects here in the City, staff feels their knowledge about the existing facility combined with their expertise will result in a productive design for Paramount Pool.

RECOMMENDED ACTION

It is recommended that the City Council award the contract for professional design services for the Paramount Pool replaster and deck repairs project to Jones and Madhavan, Thousand Oaks, California, in the amount of \$58,000, and authorize the Mayor or her designee to execute the agreement.

**PROFESSIONAL SERVICE AGREEMENT
FOR THE PARAMOUNT POOL
REPLASTER AND DECK REPAIR PROJECT
(CITY PROJECT NO. 9051)**

THIS AGREEMENT is made and entered into this 4th day of August, 2020 by and between the CITY OF PARAMOUNT, hereinafter referred to as the "CITY," and JONES AND MADHAVAN, hereinafter referred to as the "CONTRACTOR."

I. RECITAL

A. PURPOSE. The purpose of this AGREEMENT is to allow the CITY to procure the services of a qualified firm to provide design services associated with the PROFESSIONAL DESIGN SERVICES FOR THE PARAMOUNT POOL REPLASTER AND DECK REPAIR PROJECT (CITY PROJECT NO. 9051) and to have these contractor services based upon the terms and conditions hereinafter set forth.

II. TERMS AND CONDITIONS

A. MISSION. The CITY hereby retains the CONTRACTOR in the capacity as contractor and the CONTRACTOR hereby accepts such responsibility as described herein.

B. TERMS. This AGREEMENT shall commence as of 4th day of August, 2020 and shall remain in full force and effect until the completion of the Paramount Pool replaster and deck repair project or, such time either party gives written notice of termination in accordance with those provisions set forth in paragraph P. At the time of such extensions, this AGREEMENT shall be amended as to the changes, if any, in the terms, responsibilities and compensation as determined in writing between the CITY and CONTRACTOR.

C. SCOPE OF SERVICES. Under the supervision of the Public Works Director or her designee, the CONTRACTOR shall provide all services as detailed in the CONTRACTOR'S Proposal dated February 20, 2020. In the event of any conflict between the provisions of this AGREEMENT, the terms of this AGREEMENT shall prevail.

D. COMPENSATION. During the term of this AGREEMENT, the CITY shall compensate the CONTRACTOR for the services described herein, as set forth by the fee schedule provided in the CONTRACTOR'S proposal dated February 20, 2020 and attached herein. Invoices for payment shall be submitted on a monthly basis and shall be approved by the Public Works Director or her designee.

The CONTRACTOR shall submit an itemized invoice to the CITY monthly, setting forth the work performed and the rates charged in accordance with the contractor's fee schedule.

E. EXPENSES. CONTRACTOR shall not be entitled to an expense account and shall not be required or permitted to incur expenses on behalf of the CITY in addition to the expenses required for completion of the scope of services described herein. The compensation described herein includes provision for all CONTRACTOR expenses required to complete the scope of services described herein.

F. INDEPENDENT CONTRACTOR.

- (a) CONTRACTOR is and shall at all times remain as to the CITY a wholly independent CONTRACTOR. The personnel performing the services under this AGREEMENT on behalf of CONTRACTOR shall at all times be under CONTRACTOR'S exclusive direction and control. Neither CITY nor any of its officers, employees, or agents shall have control over the conduct of CONTRACTOR or any of CONTRACTOR'S officers, employees, or agents, except as set forth in this AGREEMENT. CONTRACTOR 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. CONTRACTOR 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 CONTRACTOR, nor any of CONTRACTOR'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. CONTRACTOR expressly waives any claim CONTRACTOR may have to any such rights.
- (c) CITY shall not be liable for compensation or indemnification to CONTRACTOR for injury or sickness arising out of performing services hereunder.

G. INDEMNIFICATION.

- (a) All officers, agents, employees, sub-Contractors, their agents, officers and employees who are hired by or engaged by CONTRACTOR in the performance of this AGREEMENT shall be deemed officers, agents and employees and sub-Contractors of CONTRACTOR, and CITY shall not be liable or responsible to them for anything whatsoever.
- (b) CONTRACTOR 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 CONTRACTOR or any of its agents, officers and employees and sub-Contractors in the performance of this AGREEMENT.
- (c) CONTRACTOR shall not be deemed to assume any liability for wrongful or negligent acts of CITY or its officers, agents, employees and sub-Contractors, and CITY shall defend and hold CONTRACTOR harmless against any such claims.
- (d) CONTRACTOR 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 CONTRACTOR'S employees from health, retirement or other benefits attributable to services performed pursuant to this AGREEMENT.

H. SUCCESSOR AND ASSIGNMENT. The services as contained herein are to be rendered by the CONTRACTOR whose name is as appears first above written and said CONTRACTOR shall not assign nor transfer any interest in this AGREEMENT without the prior written consent of the CITY. Claims for money by CONTRACTOR from the CITY under this contract may be assigned to a bank, trust company, or financial institution without such approval. Written notice of any such assignment or transfer shall be furnished promptly to the CITY.

I. INSURANCE. Without limiting the CONTRACTOR'S indemnification of the CITY, the CONTRACTOR shall provide and maintain at this own expense during the term of this AGREEMENT for the following programs of insurance covering his operation hereunder. Each program of insurance, except professional liability insurance shall name the CITY as "Additionally Insured" and each policy shall contain a provision that such insurance will not be cancelled, nor any change whatsoever made in policies, except upon not less than thirty (30) days prior notice to the CITY, mailed by registered mail with postage prepaid. Such insurance shall be provided by insurer(s) satisfactory to the CITY and evidence of such programs satisfactory to the CITY shall be delivered to the CITY on or before the effective date of this AGREEMENT.

General Liability. A program including, but not limited to, comprehensive general liability including automobile coverage with a combined single limit of not less than \$1,000,000.00 per occurrence. Such insurance shall be primary to and not contributing with any other insurance maintained by the CITY. The issuer shall be an "admitted surety insurer" duly authorized to transact business under the laws of the State of California.

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

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

Failure on the part of the CONTRACTOR to procure or maintain required insurance shall constitute a material breach of this AGREEMENT upon which the CITY will immediately terminate this AGREEMENT.

Worker's Compensation Coverage. State statutory limits. Deductibles, self-insurance retention, or similar forms of coverage limitations or modifications must be declared to and approved by CITY.

Automobile Liability Insurance. In an amount not less than Five Hundred Thousand Dollars (\$500,000) combined single limit per accident for bodily injury and property damage covering owned, non-owned and hired vehicles.

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

K. SEVERABILITY. In the event that any covenant, condition or other provisions herein contained is held to be invalid, void or illegal by any court of competent jurisdiction, the same shall be deemed severable from the remainder of the AGREEMENT and shall in no way affect, impair or invalidate any other covenant, condition or other provision contained herein. If such condition, covenant or other provision shall be deemed invalid due to its scope or breadth, such covenant, condition or other provision shall be deemed valid to the extent of the scope or breadth permitted by law.

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

M. ENTIRE AGREEMENT. This AGREEMENT supersedes any and all other agreements, either oral or in writing, between the parties hereto with respect to the retention of CONTRACTOR by the CITY and contains all the covenants and agreements between the parties with respect to such retention.

N. WAIVER. No breach of any provision hereof can be waived unless in writing. Waiver of any one breach of any provision shall not be deemed to be a waiver of any other breach of the same or any other provision hereof.

O. CONTRACT EVALUATION AND REVIEW. The ongoing assessment and monitoring of this AGREEMENT is the responsibility of the City Manager, or his designee.

P. TERMINATION OF AGREEMENT. This AGREEMENT may be terminated by either party by giving written notice at least thirty (30) days prior to the effective termination date in the written notice. In such event, all finished or unfinished documents, data, studies, surveys, drawings, maps, models, photographs and reports prepared by the CONTRACTOR under this AGREEMENT shall, at the option of the CITY, become its property and the CONTRACTOR shall be entitled to receive just and equitable compensation for any work satisfactorily completed hereunder. Notwithstanding the above, the CONTRACTOR shall not be relieved of liability to the CITY for damages sustained by the CITY by virtue of any breach of the AGREEMENT by the CONTRACTOR, and the CITY may withhold any payments to the CONTRACTOR for the purpose of set-off until such time as the exact amount of damages due the CITY from the CONTRACTOR is determined.

Q. CHANGES. The CITY or CONTRACTOR may request changes in the scope of the services of the CONTRACTOR to be performed hereunder. Such changes, including any increase or decrease in the amount of the CONTRACTOR'S compensation, which are mutually agreed upon by and between the CITY and the CONTRACTOR, shall be incorporated in written amendments to this AGREEMENT.

R. REPORTS AND INFORMATION. CONTRACTOR, at such times and in such forms as the CITY may require, shall furnish the CITY such periodic reports as it may request pertaining to work or services undertaken pursuant to this AGREEMENT, the costs and obligations incurred or to be incurred in connection therewith, and any other matters covered by this AGREEMENT.

S. RECORDS AND AUDITS. CONTRACTOR shall maintain accounts and records, including personnel, property and financial records, adequate to identify and account for all costs pertaining to this AGREEMENT, and such other records as may be deemed necessary by the CITY to assure proper accounting for all project funds, both federal and non-federal shares. These records will be made available for audit purposes to the CITY or any authorized representative, and will be retained for five (5) years after the expiration of this AGREEMENT unless permission to destroy them is granted by the CITY.

T. FINDINGS CONFIDENTIAL. All of the reports, information, data, etc., prepared or assembled by the CONTRACTOR under this AGREEMENT are confidential and the CONTRACTOR agrees that they shall not be made available to any individual or organization without the prior written approval of the CITY.

U. COPYRIGHT. No report, maps, or other documents produced in whole or in part under this AGREEMENT shall be the subject of an application for copyright by or on behalf of the CONTRACTOR.

V. PERSONNEL. CONTRACTOR represents that it has, or will secure at its own expense, all personnel required in performing the services under this AGREEMENT. Such personnel shall not be employees of or have any contractual relationship with the CITY. All of the services required hereunder will be performed by CONTRACTOR or under its supervision and all personnel engaged in the work shall be fully qualified and shall be authorized or permitted under the state and local law to perform such services. None of the work or services subcontracted hereunder shall be specific by written contract or agreement and shall be subject to each provision of this AGREEMENT.

III. EQUAL EMPLOYMENT OPPORTUNITY

During the performance of this AGREEMENT, the CONTRACTOR agrees as follows:

A. EQUAL OPPORTUNITY.

- (a) The CONTRACTOR will not discriminate against any employee or applicant for employment because of race, creed, sex, color, or national origin. The CONTRACTOR will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, creed, sex, color, or national origin. Such action shall include, but not be limited to the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The CONTRACTOR agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the CITY setting forth the provisions of this non-discrimination clause.
- (b) The CONTRACTOR will, in all solicitation or advertisements for employees placed by or on behalf of the CONTRACTOR, state that all qualified applicants will receive consideration for employment without regard to race, creed, color, sex, or national origin.
- (c) The CONTRACTOR will cause the foregoing provisions to be inserted in all subcontracts for any work covered by this AGREEMENT so that such provisions will be binding upon each subcontractor, provided that the foregoing provisions shall not apply to contracts or subcontracts for standard commercial supplies or raw materials.
- (d) The CONTRACTOR will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.
- (e) The CONTRACTOR will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by the rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the CITY and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

- (f) In the event of the CONTRACTOR'S non-compliance with the equal opportunity clauses of this AGREEMENT or with any of such rules, regulations, or orders, this AGREEMENT may be canceled, terminated, or suspended in whole or in part and the CONTRACTOR may be declared ineligible for further government contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.
- (g) The CONTRACTOR will include the provisions of paragraphs (1) through (6) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to Section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The CONTRACTOR will take such action with respect to any subcontract or purchase order as the CITY may direct as a means of enforcing such provisions, including sanctions for non-compliance; provided, however, that in the event the CONTRACTOR becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the CITY, the CONTRACTOR may request the United States to enter into such litigation to protect the interests of the United States.

B. CIVIL RIGHTS ACT OF 1964. Title VI of the Civil Rights Act of 1964, provides that no person shall, on the grounds of race, color, or national origin, be excluded from participation in, be denied the benefits of or, be subjected to discrimination under any program or activity receiving Federal financial assistance.

C. AGE AND DISABILITY. Any prohibition against discrimination on the basis of age under the Age Discrimination Act of 1975, or with respect to an otherwise qualified handicapped individual, as provided in Section 504 of the Rehabilitation Act of 1973 and the Americans with Disabilities Act of 1990, shall apply to this AGREEMENT.

IV. CONFLICT OF INTEREST

During the performance of this AGREEMENT, the CONTRACTOR agrees as follows:

A. INTEREST OF MEMBERS OF THE CITY. No member of the governing body of the CITY and no other employee, or agent of the CITY who exercises any functions of responsibilities in connection with the planning and carrying out of the program, shall have any personal financial interest, direct or indirect, in this AGREEMENT.

B. INTEREST OF CONTRACTOR. CONTRACTOR represents, warrants and agrees that he does not presently have, nor will he acquire during the term of this AGREEMENT, any interest, direct or indirect, by contract, employment or otherwise, or as a partner, joint venture or shareholder (other than as a shareholder holding a one-percent (1%) or less interest in publicly-traded companies) or affiliate with any business or business entity that has entered into any contract, subcontract, or arrangement with the CITY.

C. INTEREST OF OTHER LOCAL PUBLIC OFFICIALS. No member of the governing body of the locality and no other public official of such locality, who exercises any functions or responsibilities in connection with the planning and carrying out of the program, shall have any personal financial interest, direct or indirect, in this AGREEMENT; and the CONTRACTOR shall take appropriate steps to assure compliance.

V. NOTICES

Notices herein shall be presented in person or by certified or registered U.S. Mail, as follows:

To the CONTRACTOR: Jones and Madhavan
100 East Thousand Oaks Boulevard, Suite 211
Thousand Oaks, CA 91360

To the CITY: City of Paramount
Public Works Director
Adriana Figueroa
16400 Colorado Avenue
Paramount, CA 90723

IN WITNESS HEREOF, the CITY and CONTRACTOR have executed this AGREEMENT as of the date first herein above set forth.

CITY OF PARAMOUNT

JONES AND MADHAVAN

By: _____
Peggy Lemons, Mayor

By: _____
Doug Jones, P.E.

Principal

ATTEST:

By: _____
Heidi Luce, City Clerk

APPROVED AS TO FORM:

By: _____
John E. Cavanaugh, City Attorney



February 20, 2020

Ms. Wendy Macias
Public Works Manager
City of Paramount
15300 Downey Avenue
Paramount, CA 90723

Dear Wendy:

I am pleased to submit the following proposal for design services associated with renovation of the **Paramount Park Swimming Pool**. Our proposal is based on the following scope of work:

1. Remove and replace concrete pool deck slab and drainage system.
2. Remove and replace pool plaster finish with standard plaster and bid alternate for Pebble Tec finish.
3. Remove and replace all lane marker, gutter, and zero depth tile finishes.
4. Replace pool expansion joint tile and sealant.
5. Replace floor inlet plates and add white tile around all inlets.
6. Install new rope anchors for safety line at 2.5' water depth.
7. Replace pool main drain grates.
8. Replace nonoperational underwater lights and conduit in peninsula.
9. Install new grab rail anchors, stanchion sockets, and water polo goal sockets in deck slab.
10. Install new tile depth markers with no diving graphic at shallow water locations.
11. Replace 3 spray features and install interchangeable anchor system to allow for future changes.
12. Remove diving stand and install waterslide with 10 foot high platform and 43 foot long tube run.

Our design fee will be \$58,000 with the following breakdown for each phase:

Preliminary Design	\$15,000
Construction Documents	\$33,000
Plan Approvals	\$2,000
Construction Administration	\$8,000

Our services will include the following:

1. Site visits to document existing conditions and coordinate design with City Staff.

Ms. Wendy Macias
February 20, 2020
Page 2

2. Architectural and engineering design for identified scope of work.
3. Prepare preliminary drawings and construction cost estimate for City review.
4. Prepare construction drawings and technical specifications suitable for competitive bid process.
5. Secure plan approvals from the County of Los Angeles Environmental Health Department and City of Paramount Building Department. Plan check fees would be paid by the City.
6. Attend pre-bid conference, answer questions and assist in the preparation of addendums if necessary, during the bid phase.
7. Attend pre-construction conference and respond to Contractor's requests for information during construction.
8. Review Contractor's submittals during construction.
9. Attend 10 construction site meetings to verify Contractor's work is in conformance with Contract Documents.
10. Attend site visit at Substantial Completion and prepare punch-list of items to be completed prior to final acceptance.

Our construction cost estimate for the work listed is \$730,000. A preliminary project schedule is as follows:

Preliminary Design	4 weeks
City Review	2 weeks
Construction Documents	6 weeks
Plan Approvals	8 weeks
Bid and Award	8 weeks
Construction	<u>18 weeks</u>
Total	46 weeks

Thank you for considering Jones & Madhavan and we look forward to continuing our long working relationship with the City of Paramount. Please let me know if you have any questions.

Sincerely,

JONES & MADHAVAN



Doug R. Jones, PE
Principal

AUGUST 4, 2020

PROPOSED LEGISLATIVE POSITION PROCESS

MOTION IN ORDER:

RECEIVE AND FILE THIS REPORT, AND PROVIDE DIRECTION ON NEXT
STEPS TO CITY STAFF

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: August 4, 2020

Subject: PROPOSED LEGISLATIVE POSITION PROCESS

Background

From time to time, the City of Paramount is asked by different agencies and organizations to support or oppose legislation. These requests primarily come from organizations which the City belongs to, including the League of California Cities, California Contract Cities Association (CCCA), Gateway Cities Council of Governments (COG), etc. Currently, when the City receives a request to support or oppose legislation, the City Manager's Office analyzes the legislation, determines if it aligns with the City's objectives, and prepares a letter of support or opposition on behalf of the Mayor. On controversial or sensitive issues, which are relatively rare, the item would be placed on a meeting agenda for the City Council to take a position on.

In an effort to provide a uniform process that incorporates the City's Vision, Mission, Values, and Strategic Outcomes, and is inclusive of all members of the City Council, City staff researched different processes used by cities to support or oppose legislation.

Analysis

Staff conducted a survey involving 14 surrounding cities to gather insight of best practices and their processes for taking a position on legislation. Our analysis indicated that cities utilize one of three types of processes when supporting or opposing legislation: Administrative Action, City Council vote, or an established Legislative Platform.

- A. Administrative Action - Through this method of approval, legislative support or opposition is obtained through recommendation by City staff, or the administration, to the Mayor and the City Council. This method is the City's current practice for obtaining approval on legislative positions. As mentioned above, when City staff receives a request from an organization the City belongs to or an established and reputable organization, the City Manager's Office analyzes the legislation, determines if it aligns with City's objective and prepares a letter of support or opposition on behalf of the Mayor.

- B. City Council Action - Some cities utilize an approach where support or opposition of legislation must be voted on by the entire City Council at an agenda meeting before a position is taken. When a position on urgent legislation is needed quickly, as is the case for many pieces of pressing legislation, this process of approval is challenging. This is due to the inability to expedite consensus of the City Council between calendared meetings.
- C. Legislative Platform - Other cities have implemented a hybrid approach where the City Council adopts a Legislative Platform on an annual basis to guide its legislative priorities for the year. Adopted by Resolution in advance of the legislative season, the Legislative Platform guides staff on what type of legislation to support or oppose on behalf of the City Council.

The chart below lists the cities that were surveyed and the approval process implemented for supporting or opposing legislation.

City	Approval Type
Bell	City Council Action
Bellflower	Administrative Action
Bell Gardens	City Council Action
Cerritos	City Council Action
Downey	Legislative Platform
Hawaiian Gardens	City Council Action
La Mirada	Administrative Action
La Palma	Legislative Platform
Lakewood	Legislative Platform
Maywood	City Council Action
Norwalk	City Council Action
Santa Fe Springs	City Council Action
Signal Hill	Administrative Action
South Gate	Legislative Platform

Findings

Based on staff's findings, three nearby cities implement a process by Administrative Action; seven cities rely entirely on consensus by their City Council; and, four cities utilize a Legislative Platform to obtain a position on legislation. When reviewing the effectiveness of each approach, staff finds that adopting a Legislative Platform best delivers an efficient and effective way to ensure that the City's position on legislation aligns with the City's Vision, Mission, Values, and Strategic Outcomes.

Legislative Platform Model

The primary goal of establishing a Legislative Platform is for the City Council to take a pre-determined and unified position on a range of legislative issues so that the City can expeditiously and efficiently respond to requests for support or opposition. A Legislative

Platform allows the City Council to tailor its position on legislation based on issues it feels are important to the City, effectively streamlining the approval process. This is helpful when taking a position on legislation that is time sensitive.

Under this model, the Legislative Platform would be prepared by staff and taken to City Council for adoption once per year. It would be based on the goals, objectives, and principles established each year by the City Council, recommendations by City staff, and legislative priorities of the organizations and agencies that the City currently is a member to, such as the League of California Cities, CCCA, the COG, and the Southern California Association of Governments (SCAG). Items of legislation that are not found in the annually adopted Legislative Platform would continue to be brought before the City Council at a meeting for approval.

For reference on how a neighboring city uses the Legislative Platform model, attached is a copy of the City of Lakewood's 2020 Legislative Platform.

RECOMMENDED ACTION

It is recommended that the City Council receive and file this report, and provide direction on next steps to City staff.

Attachment: City of Lakewood 2020 Legislative Platform



2020 Legislative Platform

Purpose Statement

The Lakewood City Council recognizes the need for an active state and federal legislative program to protect the city's interests in Sacramento and Washington, D.C. The 2020 Legislative Platform provides a framework for the City of Lakewood's legislative program. Adopted annually, the Legislative Platform is the foundation of a focused advocacy strategy and serves as a reference guide for legislative positions and objectives that provide direction for the City Council and staff throughout the year.

Legislative Program

The primary objective of the Legislative Platform is for the City Council to adopt official city positions on clearly stated legislative issues. By doing this, the legislative approval process is streamlined by eliminating the need for repetitive concurrence and direction from the City Council on previously approved issues. The Legislative Platform is developed and maintained using the goals and objectives of the City Council, a review of legislative priorities from the League of California Cities, League's Los Angeles Division, California Contract Cities Association and other partner agencies (see below), input from City Council and staff, research of current law and pending legislation, as well as discussions with local legislative staff and the City's legislative advocates.

Federal and state legislative proposals and policies consistent with the Legislative Platform may be supported by the City. Policies and proposals inconsistent with this Legislative Platform may be opposed by the City. For proposed legislation, either consistent with the City's Legislative Platform or consistent with legislative positions the City has taken in the past, City staff shall be authorized to prepare position letters with the Mayor's authorization. Items not addressed in the City's Legislative Platform may require further direction from the Intergovernmental Relations Committee and/or the City Council.

Legislative priorities may only address issues directly relevant to or impacting the provision of municipal services. Generally, the City will not address matters that are not pertinent to the City's local government services.

Organizations whose legislative programs the City follows:

Federal

- American Planning Association
- American Public Works Association
- American Water Works Association

- International Council of Shopping Centers
- National Recreation and Parks Association
- National League of Cities
- National Association of Telecommunications Officers and Advisors (NATOA)
- U.S. Conference of Mayors

State

- Association of California Water Agencies
- California Association of Local Economic Development
- California Building Officials
- California Contract Cities Association
- California Municipal Revenue and Tax Association
- California Municipal Utilities Association
- California Park & Recreation Society
- League of California Cities

Regional

- Central Basin Water Association
- Coalition for Practical Regulation
- Gateway Cities Council of Governments
- Gateway Water Management Authority
- Los Angeles County Sheriff's Department
- Metropolitan Transportation Authority
- Southern California Chapter of NATOA
- Southeast Los Angeles Workforce Development Board
- Southeast Water Coalition
- Southern California Association of Governments
- California Joint Powers Insurance Authority
- Greater Los Angeles County Vector Control District

Program Goals and Strategies

Program Goals:

- Advocate the City's legislative interests at the Federal, State and County levels.
- Inform and share information with our Legislators, City Council and staff on the legislative process and key issues and legislation that could have a potential impact on the City.
- Serve as an active participant with other local governments, the League of California Cities, regional agencies such as CCCA, Gateway COG and other local professional organizations on legislative/regulatory issues that are important to the City and our region.
- Seek grant and funding assistance for City projects, services and programs to enhance services for the community.

Strategies:

- I. Communicate legislative positions on proposed Federal, State and County legislation, measures, initiatives and governmental regulations.
 - a. Work with City departments and our legislative advocates to develop positions on proposed legislative measures.
 - b. City staff will review the positions and analysis done by the League of California Cities, our legislative advocates' feedback, and other local government/professional associations in formulating the City's positions.
 - c. The City will take positions only on proposals that clearly impact the City or pose a threat to local control.
 - d. Actively track key bills through the legislative process, utilizing the City's advocacy services, various legislative websites and other government and professional associations.
 - e. Work cooperatively with other cities, associations and the League of California Cities on advocating our legislative positions.
 - f. As necessary, participate in the drafting and amending of proposed federal and state measures that have the potential to significantly impact the City.
 - g. Meet with legislators and their representatives, as well as other federal, state and county government officials on a regular basis, to discuss local government issues, proposed legislation, requests for funding assistance and City programs and services.
- II. Seek federal, state and county funding through earmarks, grants and other discretionary funding for City projects, services and programs.
 - a. Identify City projects for potential submittal for federal earmark consideration. Develop a submittal packet for legislators that provides funding need and project information.
 - b. Provide information to City departments on potential grant funding opportunities and recognition programs.
 - c. Advocate and request letters of support for City projects and grant applications that are being considered for federal, state and county funding.

- III. Share information with the City Council, staff and the community on legislative issues.
 - a. Work closely with department heads and staff to determine their legislative priorities and funding needs for the upcoming legislative session.
 - b. Provide updates on legislative issues to the Council and departments throughout the year.
 - c. Educate the community in the City's advocacy efforts on legislative issues and funding requests.

2020 LEGISLATIVE PLATFORM

State Priorities

I. Local Control

1. Support the provision of municipal services through contracting.
2. Support legislation that preserves and enhances local control.
3. Oppose preemption of local authority whether by state or federal legislation or ballot measures.

II. Finance

4. Support legislation that further protects local government revenue from being taken, confiscated, shifted, diverted or otherwise used to fund state government operations and responsibilities.
5. Support legislation that allows cities to collect their sales tax allocation on internet or other remote transactions.
6. Support legislation that reforms the local government financing structure to create long term stability for public services, facilities and future city growth.
7. Oppose legislation that would impose State mandated costs for which there is no guarantee of local reimbursement or offsetting benefits.
8. Oppose legislation that would preempt or reduce local discretion over locally-imposed taxes.
9. Oppose legislation that changes the sales or property tax collection method or formula that would result in less tax revenue to local governments.
10. Oppose legislation that threatens a local government's right to receive compensation for use of its public right of way.

III. Public Safety

11. Support legislation and funding that promote enhanced law enforcement services in the community.
12. Support legislation that provides for greater protection to victims of crime and accountability in criminal prosecution and sentencing.
13. Support legislative efforts to address the negative impacts of AB 109, Proposition 47 and Proposition 57 on local governments and provide local law enforcement with the appropriate tools to reduce criminal activity.

14. Support legislation that provides additional tools and resources to address challenges such as homelessness, mental health, and drug rehabilitation.
15. Support legislation that enhances community control of public education.

IV. Economic Development and Land Use

16. Support legislation that encourages sustainable economic development for cities to create jobs and improve the economy.
17. Support legislation that strengthens local control for land use and zoning regulations.
18. Support legislation that supports the ability to provide affordable housing options and programs for all income levels in the community.
19. Support legislation that returns local governments' ability to enact property tax increment financing or other redevelopment tools.
20. Oppose efforts and legislation that propose to limit public engagement, design and environmental review related to housing projects.
21. Oppose efforts to require additional CEQA review and process requirements that delay projects and increase costs.
22. Oppose legislation that seeks to convert the Regional Housing Needs Assessment process from a planning process to a production standard.
23. Support legislation that seeks to address the inequitable allocation of property taxes to "No and Low" property tax cities. This is critically important as the State attempts to address the housing crisis.

V. Homelessness

24. Support incentives for cities to create regional and collaborative solutions to address homelessness.
25. Support the expansion of conservatorship laws allowing for increased guardianship control and health supervision of those suffering from mental illness; and recognizes mental illness and addiction as a contributor to chronic homelessness.

VI. Infrastructure

26. Support legislation that provides adequate and consistent funding to support acquisition, development, operation and maintenance of recreation services and facilities.
27. Support legislation that provides ongoing and sustainable transportation infrastructure funding.

- 28. Support legislation that appropriates state funds to local and regional projects for transportation projects, including funds for the preservation and maintenance of streets and roads.
- 29. Support legislation that provides funding for water, wastewater, and stormwater infrastructure; flood prevention, water resources planning and development; and water quality improvement.
- 30. Support development of reasonable policies, strategies and programs to protect the environment, reduce greenhouse gas emissions, increase energy efficiency and increase the use of alternative/renewable energy sources.
- 31. Support legislation that allocates cap and trade auction revenue to local governments.
- 32. Oppose legislation to establish a public goods charge or other permanent statewide tax on water to fund statewide water solutions.
- 33. Oppose legislation that directs local transportation funds away from cities.

V. General Government

- 34. Support legislation that preserves public, educational and government (PEG) television channel funding and programming support by video service providers, such as: payments to local government of franchise fees and PEG fees.
- 35. Support reasonable reform of local government pension systems that is respectful of local control and local collective bargaining processes.
- 36. Support legislation that reforms the workers compensation system to lower employer costs while continuing to protect employees.
- 37. Support legislation that provides resources to cities to improve disaster preparedness, recovery and resiliency.
- 38. Oppose legislation that usurps local government's authority to restrict or regulate the sale, manufacture and use of alcohol, medical marijuana dispensaries, collectives and cooperatives, and recreational marijuana dispensaries or other distribution points.

Federal Priorities

I. Local Control

- 39. Oppose any legislation that preempts local authority and control.
- 40. Oppose any new program mandates that are unfunded.
- 41. Oppose regulations and legislation that erodes or eliminates local government authority regarding siting of cellular telecommunication towers or transmission sites.

II. Finance

42. Support continued funding for the items below:

- Community Development Block Grant (CDBG) program
- Community Oriented Policing Services (COPS) program
- Justice Assistance Grant (JAG) program
- Public, Educational, and Government (PEG) community access television

43. Oppose efforts to eliminate the tax exempt status of municipal bonds and proposals to cap the investor tax deduction on municipal securities investments.

44. Oppose legislation that would make local government more dependent on the federal government for financial stability.

III. Transportation

45. Support long-term reauthorization of the federal highway program and ongoing and sustainable transportation infrastructure funding.

46. Support continued federal funding for Safe Routes to Schools program.

IV. Infrastructure

47. Oppose unnecessary modifications to the Los Angeles County Flood Control conveyance system, including the Los Angeles and San Gabriel Rivers that could require properties to purchase federal flood insurance.

48. Oppose Federal Emergency Management Agency (FEMA) flood insurance reforms to require properties in residual risk areas, those protected by dams or levees, to purchase flood insurance even when the man-made structures are certified to provide at least 100-year protection.

AUGUST 4, 2020

CONSIDERATION

PROPOSED 2021 CITY SPECIAL AND HOLIDAY EVENTS SCHEDULE

MOTION IN ORDER:

APPROVE OR MODIFY THE PROPOSED DATES FOR THE CITY'S 2021 SPECIAL AND HOLIDAY EVENTS, MOVE THE FIRST CITY COUNCIL MEETING IN DECEMBER AND CANCEL THE DECEMBER 2021 CITY COUNCIL STUDY SESSION.

MOTION:

MOVED BY: _____

SECONDED BY: _____

[] APPROVED

[] DENIED

ROLL CALL VOTE:

AYES: _____

NOES: _____

ABSENT: _____

ABSTAIN: _____



To: Honorable City Council

From: John Moreno, City Manager

By: David Johnson, Community Services & Recreation
Director/Rebecca Bojorquez, Management Analyst

Date: August 4, 2020

Subject: PROPOSED 2021 CITY SPECIAL AND HOLIDAY EVENTS SCHEDULE

As we have previously, we are bringing to you the entire list of proposed City Special Events for the year for your review and approval. This will give you an early picture of the flow of the events and assist us with establishing the dates which allow us to schedule vendors, secure services and materials in a timely manner, and plan for staffing. Listed below is a complete list of the 2021 special events provided by the City or co-sponsored by the City.

2021 SPECIAL EVENTS SCHEDULE

1. Friday Night Markets – 1st Friday of each month (if not a holiday)
2. Easter Bunny Photos – March 27-28, 2021
3. Tepic Sister City Día Del Nino – April 10, 2021
4. Eco-Friendly Fair – April 17, 2021
5. PEP Auction/Fundraiser – April 23, 2021
6. National Day of Prayer – May 6, 2021
7. Elks Memorial Day – May 24, 2021
8. Heritage Festival / Friday Night Market – June 5, 2021
9. Summer Concert Series – July 2-August 6, 2021
*July 2 & August 6 concerts will be combined with the Friday Night Market for the month
10. Latinas Art Foundation Arts Festival – July 23-25, 2021
11. Back to School Event – August 12, 2021
12. A Night Under the Hay Tree – August 27, 2021
13. SEACCA Pet Faire – September 19, 2021
14. A Night Under the Hay Tree – September 24, 2021
15. Tepic Día del Los Muertos – October 16, 2021
16. Haunted House – October 29-30, 2021
17. Halloween Festival – October 31, 2021
18. Veterans Celebration – November 13, 2021
19. Senior Thanksgiving – November 18, 2021
20. Shop Local Event – November 27, 2021
21. Tree Lighting – December 1, 2021
22. Santa Photos – December 4-5, 2021
23. Santa Train – December 6-9, 2021
24. Breakfast with Santa – December 11, 2021

SPECIAL EVENT PLANNING DURING COVID

As we plan for special events in 2021, there may still be lingering COVID restrictions that will affect some of our early events and all scheduled events are subject to change. In the case of the Friday Night Markets, the first market would normally be scheduled for January 8, 2021. However, it is anticipated that COVID restrictions on events like this will still be in place at the start of the new year. Thus, we are unaware at this time when the Friday Night Markets can return to operation. Should COVID restrictions continue further into the year, we will work diligently to think of innovative ways to hold these events that protect the safety of participants but still provides a recreational outlet for our community.

NEW SPECIAL EVENTS

This year's listing of special events includes two new events: Back to School & Shop Local. The Back to School Event is aimed to be a resource event with local businesses, medical facilities, non-profits, and elected officials donating items to help needy Paramount families and children prepare for the school year. The Shop Local Event will be on Small Business Saturday, and aims to promote the businesses in Paramount with family-friendly activities offered in the City's downtown area. We will be returning to the City Council at a later date with a more detailed report on how these events will operate.

2021 HOLIDAY EVENTS

The City's holiday event season begins with the Tree Lighting event which will be held on the first Wednesday in December. Following the Tree Lighting event, the Santa Train is proposed to take place the week after.

The operation of the Santa Train during the week of December 6-9 creates a conflict with the scheduled City Council meeting on December 7. We are proposing that the City Council move its scheduled meeting on December 7 to the following Tuesday, December 14. This will, in turn, require that the December Planning Commission meeting on Tuesday, December 14 Thursday, December 16. In previous years, including last year, the City Council chose to cancel the December Study Session and we are proposing the same for 2021.

RECOMMENDED ACTION

It is recommended that the City Council approve or modify the proposed dates for the City's 2021 Special and Holiday Events, move the first City Council meeting in December, and cancel the December 2021 City Council Study Session.

December 2021

Sunday	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday
			1 Tree Lighting	2 Public Works Commission Mtg.	3	4 Santa Photos
5 Santa Photos	6 Santa Train (Planning Commission Night)	7 Santa Train (Parks and Rec. Commission Night) City Council Mtg - Conflict with Train	8 Santa Train (Public Works Commission Night)	9 Santa Train (Public Safety Commission Night)	10	11 Breakfast with Santa
12	13	14 Proposed City Council Mtg. Planning Commission Mtg. – Conflict with City Council Mtg.	15 Parks and Rec. Commission Mtg.	16 Proposed Planning Commission Mtg.	17	18
19	20	21 City Council Study Session	22	23	24	25
26	27	28 Public Safety Commission Mtg.	29	30	31	