

SPECIAL NOTICE

Public Participation Accessibility for the City Council meeting scheduled for November 17, 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 meeting of the City Council scheduled for Tuesday, November 17, 2020 at 5:00 p.m. will allow members of the public to participate and address the City Council during the open session of the meeting via live stream and/or teleconference only. Below are the ways to participate:

View the City Council meeting live stream:

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

Listen to the City Council meeting (audio only):

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

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

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

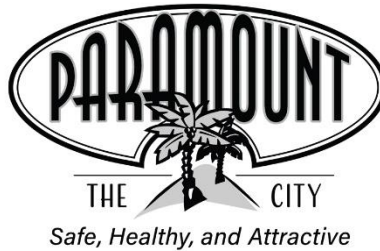
In order to effectively accommodate public participation, participants are encouraged to provide their public comments via e-mail before 5:00 p.m. on Tuesday, November 17, 2020. The e-mail must specify the following information: 1) Full Name; 2) City of Residence; 3) Phone Number; 4) Public Comment or 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 and written comments 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
November 17, 2020



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

City of Paramount

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

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

Americans with Disabilities Act: In compliance with the Americans with Disabilities Act, if you need special assistance to participate in this meeting, please contact the City Clerk's office at (562) 220-2220 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

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](#)

U.S. Census Engagement – Mujeres
Unidas Sirviendo Activamente (MUSA)

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.

- | | | |
|----|------------------------------------------------------|---------------------------------------------------------------------------------------------------|
| 2. | <u>ORDINANCE NO. 1142 (Adoption)</u> | Adopting a Recodified Paramount Municipal Code |
| 3. | <u>ACCEPTANCE OF WORK</u> | Neighborhood Street Resurfacing Improvements Project for Fiscal Year 2020 (City Project No. 9031) |

NEW BUSINESS

- | | | |
|-----|------------------------------------------|------------------------------------------------------------------------------------------------------------------------------------------------|
| 4. | <u>AWARD OF CONTRACT</u> | Civic Center Art Piece and Cleaning of Art Pieces Citywide |
| 5. | <u>APPROVAL</u> | Amendment No. 1 to the Agreement with Bucknam & Associates for Continued Program Management for Water Well 16 (City Project No. 9116) |
| 6. | <u>APPROVAL</u> | Payment Authorization for the Installation of Fire and Water Services at 7317 Somerset Boulevard |
| 7. | <u>AWARD OF CONTRACT</u> | Merchant Credit Card Services |
| 8. | <u>APPROVAL</u> | Authorize the Purchase of a License Plate Reader XL Premium Speed Trailer from Vigilant Solutions, LCC using JAG Grant Funds and General Funds |
| 9. | <u>APPROVAL</u> | Citizens' Option for Public Safety (COPS) Grant Funding for Fiscal Year 2020-2021 |
| 10. | <u>ORAL REPORT</u> | Achieving Change Through Information, Outreach, & Networking (ACTION) |

COMMENTS/COMMITTEE REPORTS

- Councilmembers
- Staff

CLOSED SESSION

CONFERENCE WITH REAL PROPERTY NEGOTIATORS

Government Code Section 54956.8

Property: APN No. 6270-025-026 and APN No. 6270-025-027

Agency negotiator: John Moreno, City Manager

Under negotiation: Terms of payment

CONFERENCE WITH LEGAL COUNSEL--ANTICIPATED LITIGATION

Significant exposure to litigation pursuant to paragraph (2) of subdivision (d) of Section 54956.9

One potential case

ADJOURNMENT

To a meeting on December 15, 2020 at 5:00 p.m.

NOVEMBER 17, 2020

CERTIFICATE OF RECOGNITION

U.S. CENSUS ENGAGEMENT

- MUJERES UNIDAS SIRVIENDO ACTIVAMENTE (MUSA)

City Council Public Comment Updates

November 17, 2020

From the November 3, 2020 City Council Meeting:

Resident	Request/Issue/Concern	Action/Comment
Gerald Cerda	Timing of street lights need to be changed given the end of daylight savings; various street lights out; and uneven curbs and streets throughout the City.	Public Works staff contacted Mr. Cerda to inform him that the timing for the street lights are managed by Southern California Edison and is scheduled to be changed. Various street light outages have been reported to Edison as well. Outages can be reported through the Paramount Works App or by calling (562) 220-2020. When staff spoke with Mr. Cerda about uneven curbs and sidewalks, no specific locations were provided to staff. We encouraged Mr. Cerda to report it to Public Works immediately so that staff can assess the location.
Alfredo Banuelos (via email)	<p>Erroneous Zoom call-in information published for the virtual Neighborhood Watch Meeting held on October 28th.</p> <p>The City did not expend the entire allotment of COVID-19 Rental Relief grants to residents; the City is not doing enough to promote the program to residents.</p>	<p>The City Manager reported at the 11/3 Council Meeting that there was an oversight by staff when promoting the Zoom information for the virtual meeting. A flyer was also used as the image for the e-newsletter and the social media posts, but did not contain any Zoom information. Staff apologized for the error; checks have been put in place to prevent this from occurring again. A recording of the meeting is available for viewing on the City's You Tube channel</p> <p>The City received two rounds of federal and one round of State COVID-19 relief funding, as well as County Measure H funding. A large portion of these grant funds have been allocated toward assisting tenants in Paramount. To date, we have issued 29 rental grants at a total cost of \$58,000, and 19 pending</p>

Resident	Request/Issue/Concern	Action/Comment
Alfredo Banuelos (Cont'd)	The Parking Committee has not reconvened.	<p>applications. Via Measure H, we were able to fund 38 Paramount Households in Rental Assistance totaling \$137,232. We have a remaining budget of \$200,225 in federal COVID-19 funds, which will allow for an additional 100 grants. To advertise the program more we will be taking fliers about the program (in English and Spanish) to the 5 largest apartment complexes and mobile home parks in town. We're also going to do a mass mailing to the Passage and Perilla neighborhood. This all will happen early next week. The City has also successfully promoted these programs on its social media and e-Newsletter platforms, in addition to articles in numerous issues of Around Town, the Paramount Journal, and the Pulse Beat.</p> <p>The Parking Committee, established by the City Council in December 2019, is intended to be an outlet for residents to share their parking concerns and ideas with staff and the Committee. Prior to COVID-19, the Committee voted unanimously to hold in-person town hall style meetings in different neighborhoods of Paramount given that each neighborhood has unique parking issues. This format is extremely effective at ensuring participation by all residents; it also provides an efficient way for residents and staff to come up with long-term solutions to parking issues. Staff has informed Mr. Banuelos that shifting to a virtual Parking Sub-Committee meeting would not be as effective. Staff will continue to monitor COVID-19 Health Orders for non-essential in-person meetings and revisit the possibility of in-person meetings when social distancing orders are scaled back.</p>

Resident	Request/Issue/Concern	Action/Comment
Alfredo Banuelos (Cont'd)	Would like the City to adopt a landlord anti-harassment Ordinance similar to that of Long Beach.	A preliminary summary of the Long Beach ordinance has been given to the City Council. Should the City Council desire further analysis about this topic, direction can be given to staff to provide more research. It should be noted that AB 3088, passed by the Legislature in August and signed by the Governor, provides both a residential eviction moratorium and anti-foreclosure procedural protections. The legislation establishes a legal framework to prevent evictions for tenants who declare an inability to pay all or part of their rent.
	Wants to know if the City is considering adoption of Term Limits for the City Council.	Adoption of Term Limits would require an amendment to the Municipal Code, at the pleasure of the City Council.

NOVEMBER 17, 2020

ORDINANCE NO. 1142

“AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF
PARAMOUNT ADOPTING A RECODIFIED PARAMOUNT MUNICIPAL
CODE”

MOTION IN ORDER:

READ BY TITLE ONLY, WAIVE FURTHER READING, AND ADOPT
ORDINANCE NO. 1142.

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: November 17, 2020

Subject: ORDINANCE NO. 1142

The City Council, at its regularly scheduled meeting on November 3, 2020, introduced Ordinance No. 1142 and placed it on the November 17, 2020 agenda for adoption.

ORDINANCE NO. 1142

"AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF
PARAMOUNT ADOPTING A RECODIFIED PARAMOUNT MUNICIPAL
CODE"

Attached is the agenda report from the November 3, 2020 meeting.

RECOMMENDED ACTION

It is recommended that the City Council read by title only, waive further reading, and adopt Ordinance No. 1142.



To: Honorable City Council
From: John Moreno, City Manager
By: Heidi Luce, City Clerk
Date: November 3, 2020

Subject: ORDINANCE NO. 1142 – ADOPTING A RECODIFIED PARAMOUNT MUNICIPAL CODE

Introduction

Adoption of Ordinance No. 1142 will update the City's Municipal Code "Code" to a more uniformly organized, user-friendly platform and provide for implementation of a completely searchable, online version of the Code. Proposed Ordinance No. 1142 does not make any changes to the content of the Code but rather, simply adopts a reorganized and reformatted Paramount Municipal Code, thereby providing easier access to our Code by the public.

Background

In July 2018, the City entered into an agreement with Quality Code Publishing and embarked on a project to recodify the Paramount Municipal Code. This project included reorganizing, renumbering, and reformatting the Code. Some of the key components of this project included:

- **Preparing of a Code Structural Plan** which reorganized the prior code sections and ordinances into logical titles and chapters.
- **Creating an Expandable Numbering System** which is highly flexible and more easily accommodates the addition of new material.
- **Developing History Notes** showing the origin of the Code section and any amendments.
- **Updating Table of Contents** to include the title of each chapter and section.
- **Developing a Statutory Reference Table** listing State laws that pertain to or affect the City's Code.
- **Creating an Ordinance List** showing the disposition of each City ordinance included in the Code.
- **Developing a Prior Code Cross Reference Table** which allows users to locate a section of the new code using the prior code section number as a cross reference.

- **Implementing Electronic Publishing and Internet Service** which provides a more user-friendly, fully searchable web interface that will be linked to the City's website.

Moving Forward with the New Code

Once the recodified Paramount Municipal Code is adopted and effective, hard copies of the Code will be distributed and the online version will be linked to the City's website. The Code will be updated on a quarterly basis to incorporate any newly adopted ordinances. Currently, the quarterly updates are scheduled for March, June, September, and December. Additionally, between the quarterly updates, any ordinances adopted will be posted to the online version of Code.

Notification

The public hearing notice advising that the City Council will be considering Ordinance No. 1142 was published in the Paramount Journal on October 15 and October 23, 2020 and posted on the City's public bulletin boards.

RECOMMENDED ACTION

It is recommended that the City Council read by title only, waive further reading, introduce Ordinance No. 1142, and place it on the November, 17, 2020 agenda for adoption.

Attachment: Ordinance No. 1142

CITY OF PARAMOUNT
LOS ANGELES COUNTY, CALIFORNIA

ORDINANCE NO. 1142

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF
PARAMOUNT ADOPTING A RECODIFIED PARAMOUNT MUNICIPAL
CODE

WHEREAS, Quality Code Publishing (QCP), Seattle, Washington, has compiled, edited, and published a codification of the permanent and general ordinances of the City of Paramount California; and

WHEREAS, there is now, and will have been for at least fifteen (15) days preceding the date of the hearing to be held for the adoption of this Ordinance, on file in the office of the City Clerk, for public inspection, one copy of a document entitled "Paramount Municipal Code."

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

SECTION 1. Adoption. There is adopted the recodified "Paramount Municipal Code," as compiled, edited, and published by Quality Code Publishing (QCP), Seattle, Washington ("the Code"), to replace, in its entirety, the Paramount Municipal Code in effect on the date this Ordinance is adopted (the "Prior PMC").

SECTION 2. Title—Citation—Reference. The Code shall be known as the "Paramount Municipal Code" and it shall be sufficient to refer to the Code as the "Paramount Municipal Code," "the Code," or "the PMC" in any prosecution for the violation of any provision of the Code or in any proceeding at law or equity. It is sufficient to designate any ordinance adding to, amending, correcting, or repealing all or any part or portion of the Code as an addition to, amendment to, correction of, or repeal of the Code. References may be made to the titles, chapters, sections, and subsections of the Code and such references shall apply to those titles, chapters, sections, or subsections as they appear in the Code.

SECTION 3. Reference applies to all amendments. Whenever a reference is made to the Code as the Paramount Municipal Code, the Code, the PMC, or to any portion thereof, or to any ordinance of the City of Paramount codified in the Code, the reference shall apply to all amendments, corrections, and additions heretofore, now, or hereafter made.

SECTION 4. Title, chapter, and section headings. Title, chapter, and section headings contained in the Code shall not be deemed to govern, limit, modify, or in any manner affect the scope, meaning, or intent of the provisions of any title, chapter, or section in the Code.

SECTION 5. Reference to specific ordinances. The provisions of the Code shall not in any manner affect matters of record which refer to, or are otherwise connected with,

ordinances which are therein specifically designated by number or otherwise and which are included within the Code, but such reference shall be construed to apply to the corresponding provisions contained within the Code.

SECTION 6. Ordinances passed prior to adoption of the Code. The last ordinance included in the Code was Ordinance No. 1128, passed April 7, 2020. The following Ordinances (passed subsequent to Ordinance No.1128 but prior to the adoption of the Code) are adopted and made a part of this Code: Ordinance Nos. 1129, 1130, 1131, 1132, 1133, 1134, 1135, 1136, 1137, 1138 (Urgency), 1139 and 1140. (Ordinance Nos. 1129, 1132, 1133, 1136, and 1139 are a zone change or development agreement, which will only be reflected in the Ordinance List as "uncodified.")

SECTION 7. Effect of Code on past actions and obligations. The adoption of the Code does not affect prosecutions for ordinance violations committed prior to the effective date of the Code, does not waive any fee or penalty due and unpaid on the effective date of the Code, and does not affect the validity of any bond or cash deposit posted, filed, or deposited pursuant to the requirements of any ordinance.

SECTION 8. Constitutionality. If any section, subsection, sentence, clause, or phrase of the Code is for any reason held to be invalid or unconstitutional, then such decision shall not affect the validity of the remaining portions of the Code.

SECTION 9. References to Prior PMC. Unless otherwise expressly stated or the context requires, references in City forms, documents, and regulations to the chapters, sections, and provisions of the Prior PMC shall be construed to apply to the corresponding chapters, sections, and provisions contained within the Code.

SECTION 10. 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 11 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 17th day of November 2020.

Peggy Lemons, Mayor

ATTEST

Heidi Luce, City Clerk

NOVEMBER 17, 2020

ACCEPTANCE OF WORK

NEIGHBORHOOD STREET RESURFACING IMPROVEMENTS PROJECT
FOR FISCAL YEAR 2020 (CITY PROJECT NO. 9031)

MOTION IN ORDER:

ACCEPT THE WORK PERFORMED BY ALL AMERICAN ASPHALT,
CORONA, CALIFORNIA, FOR THE NEIGHBORHOOD STREET
RESURFACING IMPROVEMENTS PROJECT FOR FISCAL YEAR 2020
AND AUTHORIZE PAYMENT OF THE RETENTION.

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: November 17, 2020

**Subject: ACCEPTANCE OF WORK FOR THE NEIGHBORHOOD STREET
RESURFACING IMPROVEMENTS PROJECT FOR FISCAL YEAR 2020
(CITY PROJECT NO. 9031)**

The work performed under this contract has been inspected under the supervision of the Public Works Director, in conformance with Section 6-8 of the Standard Specifications for Public Works Construction.

The project was completed on October 23, 2020, and the Notice of Completion will be filed with the Los Angeles County Recorder's office after approval by the City Council. The contract retention of \$71,107.84 will be held for thirty-five (35) days from that date.

The final construction cost is \$1,422,156.82 and is \$24,443.18 under the budgeted amount of \$1,446,600.

Under this project, the following streets were resurfaced:

<u>Street Location</u>	<u>Beginning</u>	<u>End</u>
Bellota Street	South end Paseo Street	North end Paseo Street
Oliva Avenue	South end Paseo Street	North end Paseo Street
Pimenta Avenue	South end Paseo Street	North end Paseo Street
Paseo Street	Hayter Avenue	Lakewood Boulevard
Hayter Avenue	Somerset Boulevard	Vans Street
Passage Avenue	North end Alondra Boulevard	Cul-de-sac
Perilla Avenue	North end Jefferson Street	Cul-de-sac
Naranja Avenue	North end Jefferson Street	Cul-de-sac
Walthall Way	West end Orange Avenue	Cul-de-sac
De Bie Drive	West end Orange Avenue	Cul-de-sac
Marcelle Street	Orange Avenue	Gundry Avenue
Motz Street	Orange Avenue	Gundry Avenue
Gundry Avenue	Jackson Street	Alondra Boulevard
Jetmore Avenue	3 rd Street	Wiemer Avenue
Wiemer Avenue	Jetmore Avenue	3 rd Street
3 rd Street	Paramount Boulevard	Indiana Avenue

RECOMMENDED ACTION

It is recommended that the City Council accept the work performed by All American Asphalt, Corona, California, for the neighborhood street resurfacing improvements project for Fiscal Year 2020 and authorize payment of the remaining retention.

NOVEMBER 17, 2020

AWARD OF CONTRACT

CIVIC CENTER ART PIECE AND CLEANING OF ART PIECES CITYWIDE

MOTION IN ORDER:

AWARD THE CONTRACT FOR PROFESSIONAL SERVICES TO J.K. DESIGNS, INC. FOR AN ART PIECE AT THE CIVIC CENTER AND TO CLEAN ART PIECES CITYWIDE IN THE AMOUNT OF \$103,200 AND AUTHORIZE THE MAYOR OR HER DESIGNEE TO EXECUTE THE AGREEMENT PENDING FINAL REVIEW OF THE AGREEMENT BY THE CITY ATTORNEY.

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
Date: November 17, 2020

Subject: AWARD OF CONTRACT – CIVIC CENTER ART PIECE AND CLEANING OF ART PIECES CITYWIDE

This item is an award of contract for professional services to J.K. Designs, Inc. for an art piece at the civic center and for cleaning of art pieces Citywide in the amount of \$103,200. Over many years, the City has purchased numerous art pieces from J.K. Designs. The art piece proposed for the Civic Center has a cost of \$90,000 and the cleaning of art pieces Citywide will cost \$13,200. The funds for this project will come exclusively from the City's Public Art fund, which is collected from building permits on developments that have a valuation over \$100,000.

The art piece proposed for the Civic Center will celebrate the 100th anniversary of the passage of the 19th Amendment to the United States Constitution, giving women the right to vote nationwide. The 19th Amendment to the Constitution was certified in August of 1920. The art piece will also commemorate the historic all-female Paramount City Council. The art piece is proposed to be located to the east of the veteran's memorial on the Jackson Street side of City Hall. The piece will be made from bronze and will measure 12 feet in height by four feet in width. The purchase price of the art piece is similar to the cost of some of the previous pieces that the City purchased in the past. For instance, the art piece that sits on the northeast corner of Alondra Boulevard and Paramount Boulevard at the Clearwater Crossing development cost \$130,000.

The second part of the agreement deals with cleaning of art pieces Citywide. Many of the outdoor art pieces are more than 30 years old, and none of the pieces have ever been cleaned properly. The cleaning of the outdoor art pieces will be done by Sculpture Services of Colorado, supervised by J.K. Designs. Below is a quote from the agreement for cleaning:

"Without care, outdoor sculptures fall victim to various environmental elements and human interactions. Too often people think sculptures naturally turn green, or the colors fade. Many think areas of the sculptures are supposed to have white dripping stripes or black spotted areas, because that is how they are used to seeing them, but it is corrosion, calcification and dirt! Outdoor sculptures should retain the appearance of day the collector bought them or look like the sculptures located indoors, especially bronze sculptures. What is lacking in many outdoor sculpture collections is a yearly maintenance program.

Because many of the outdoor sculptures have not been cleaned, the surface of the sculpture will accumulate a whitish calcite layer known as mineral deposits that are usually caused by weather, dust, and water.

Trees and scrubs have overgrown allowing sap, pollen, and mildew to stick to the surface. Carbon monoxide darkens the surface of the sculptures. Weep holes are plugged, thus causing water to pool on the surface and leave water rings."

Sculpture Services of Colorado has many years of experience in cleaning outdoor art pieces. They have provided their services to universities, public libraries, hospitals, cities, and businesses.

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. Given that the City has purchased numerous art pieces from J.K. Designs over many years, awarding the contract to J.K. Designs is recommended.

RECOMMENDED ACTION

It is recommended that the City Council award the contract for professional services to J.K. Designs, Inc. for an art piece at the Civic Center and to clean art pieces Citywide in the amount of \$103,200 and authorize the Mayor or her designee to execute the agreement pending final review of the agreement by the City Attorney.

**CONTRACT FOR COMMISSION
AND SCULPTURE CLEANING
City of Paramount, California
"Ratification Banner Women's Memorial"
Jane DeDecker
National Sculptors' Guild**

THIS CONTRACT FOR COMMISSION AND SCULPTURE CLEANING is made this ____ day of _____, 2020, by and between the City of Paramount, California, 16400 Colorado Avenue, Paramount, CA 90723-5012 (hereinafter called "City"); and J. K. Designs, Inc. a Colorado Corporation, doing business as the National Sculptors' Guild, 2683 North Taft Avenue, Loveland, Colorado 80538 and Artist, Jane DeDecker (hereinafter collectively called "Artist").

WHEREAS, the City of Paramount, California solicited proposals for a Artwork of public art (hereinafter called "Artwork") to be located at a designated site next to City Hall (hereinafter called "Site"); and

WHEREAS, the Artist submitted a proposal for the Artwork pursuant to the City's request for proposals; and

WHEREAS, the Artist was selected by the City to design, execute, fabricate and install the Artwork; and

WHEREAS, the City requested the National Sculptors' Guild to propose a plan for cleaning the City's public art collection; and

WHEREAS, the City has approved the National Sculptors' Guild proposal by Sculpture Services of Colorado for cleaning and waxing conditioning the City's public art collection; and

WHEREAS, the City and the Artist desire to set forth the terms upon which the Artist will produce and install the Artwork for the City;

NOW, THEREFORE, the City and the Artist, for the consideration and under the conditions hereinafter set forth, agree as follows:

ARTICLE I. SCOPE OF SERVICES

A. General

1. Responsibilities of the Parties.

The Artist agrees to create, build, fabricate and install the Artwork in accordance with Exhibit "A".

- a. Design and Installation. The Artist shall furnish all materials, labor, tools, equipment, apparatus, facilities, and anything else necessary to complete installation of the Artwork in a workmanlike manner. The Artwork shall be permanently affixed to the Site in the manner to be determined by a structural engineer as described in Exhibit "A". The

Artwork shall be delivered and installed by the Artist at cost and expense to be determined and agreed upon by the parties. The cost of delivery and installation will be paid by the City. Design and installation of the Artwork shall comply with applicable building codes and seismic safety regulations.

- b. Permits, Licenses, and Taxes. The City shall waive, obtain and/or maintain during the term of this Agreement, all permits (including a City building permit if required), licenses, and certificates and pay all taxes that may be required in connection with the performance of services under this Agreement. Notwithstanding any other provision of this Agreement, neither Artist nor Guild shall be charged a fee for issuance of a City building permit or any City license.
 - c. Size of Artwork. The completed Artwork shall be true to the estimated measurement of approximately twelve feet (12') tall by four feet (4') wide and constructed out of the materials described in Exhibit "A".
2. The permanent location for the Artwork at the Site as well as other acceptable locations shall be determined by mutual agreement of the parties. The City shall construct the base upon which the sculpture will be placed. The Artist's structural engineer will provide stamped drawings depicting the design of the base. The Artist shall design and construct the sculpture so that as installed on the base, it will be structurally safe and sound in compliance with all current State of California Building and Seismic Standards in accordance with the Uniform Building Code.
 3. Subject to review and acceptance by the City, the Artist shall determine the artistic expression, scope, design, color, size, context, and texture of the Artwork.
 4. The City shall pay for actual, reasonable and necessary costs for transportation, meals and lodging for the Artist representative while traveling to, from and while residing in California as well as any and all other costs associated with the Artist's stay in Paramount, California to commence and complete the Artwork, with prior written approval of the City.

B. EXECUTION OF THE ARTWORK

1. The Artist shall complete the installation and fabrication of the Artwork in conformity with the specifications set forth in Article I, Section A.1 of this contract and Exhibit A herein.
2. Prior to implementation of any changes in the Artwork, the Artist shall present to the City in writing, a detailed description of such proposed changes. The City shall have the right in its sole absolute discretion to approve or disapprove any changes suggested by the Artist. The Artist may implement changes only with the prior written approval of the City.
3. The City shall have the right to review the progress of the Artwork at reasonable times, and with advance notice, during the fabrication thereof. The Artist shall submit such reports regarding the progress of the Artwork as the City may request.

4. In the design, execution, fabrication, installation and documentation of the Artwork, the Artist shall comply with all applicable federal, state, and local laws, rules and regulations, including those pertaining to Worker's Compensation insurance and employee liability insurance.
5. The Artist shall complete the fabrication and installation of the Artwork by October 31, 2021 (hereinafter called 'Installation Date'), provided this contract has been fully executed by the City and the initial payment has been remitted by December 15, 2020. If this contract has not been fully executed by all parties hereto by December 15, 2020, the Artist shall complete the fabrication and installation of the Artwork within twelve (12) months from the date of the execution of this contract. The installation date may be extended only with the written approval of the City.

C. DELIVERY AND INSTALLATION

1. The Artist shall notify the City in writing when fabrication of the Artwork is completed, and the Artist is ready to deliver the Artwork and install it at the Site.
2. The Artist shall work with the City in the development of the plan for the site.
3. The City shall be responsible for all expenses, materials, labor, and equipment to prepare the Site for the timely installation of the Artwork. The Artist shall deliver and install the completed Artwork at the Site. Cost of delivery and installation shall be paid for by the City. These costs to include:
 - a. crane and related equipment
 - b. labor charges, barricades, and traffic control
 - c. costs of travel as described in Article I, Section A4, but no additional fee for Artist's time and effort.
4. The Artist shall coordinate with the City to prepare the Site for installation. The City shall use its best efforts to arrange to temporarily modify and/or barricade the Site to effectively secure the Site and protect the public during installation of the Artwork.

D. POST-INSTALLATION

1. The Artist shall furnish the City with a full written narrative description of the Artwork.
2. The Artist shall provide to the City, written instructions for appropriate maintenance and preservation of the Artwork, including moving and reinstallation of the Artwork.
3. The City shall provide and install an identification plaque which shall be made of laser etched stainless steel in the approximate size of 6" X 8".

E. FINAL ACCEPTANCE

1. The Artist shall notify the City in writing when all services required by the Artist under the Contract (including those described in Article I, Section D) have been completed. The Artist shall, prior to final acceptance, provide the City with such lien and/or claim releases with respect to the Artwork as the City may require.
2. The City shall notify the Artist in writing of its final acceptance of the Artwork.
3. Final acceptance shall be determined by the City in its sole and absolute discretion. Such acceptance shall constitute the City's acknowledgement that the Artwork has been completed and installed according to the terms of this Contract.
4. Title of ownership of the Artwork shall pass to the City upon final acceptance. In no event shall the final acceptance occur more than 30 days from the date of installation.

F. RISK OF LOSS

1. The risk of loss or damage to the Artwork shall be borne by the Artist until final acceptance, and the Artist shall take such measures as are necessary to protect the Artwork and the materials relating hereto from loss or damage and to insure the Artwork and the materials relating thereto until final acceptance.
2. The Artist shall maintain appropriate insurance on the Artwork, insuring against potential risk of loss, including but not limited to design, fabrication, transportation, and installation, in an amount acceptable and approved by the City's Risk Manager. The City shall be shown as an additional insured for general liability.

ARTICLE II. SCULPTURE CLEANING AND WAX CONDITIONING

A. SERVICES FOR CLEANING AND WAX CONDITIONING

1. The Artist agrees to supervise Sculpture Services of Colorado in the execution of services as described in the proposal in accordance with Exhibit "C".
2. The services to be rendered shall be done during the month of January, 2021 unless said services are scheduled at a different time by mutual agreement of the parties.

ARTICLE III. COMPENSATION

A. PAYMENT SCHEDULE

1. The City shall pay the Artist a fixed fee of \$90,000 for the commission of the sculpture together with a fixed fee of \$13,200 for the sculpture cleaning and wax conditioning, for a total of \$103,200 which shall constitute full compensation for all services and materials to be performed and furnished by the Artist under this Contract. The compensation shall be payable as set forth on the Schedule of Compensation attached to this Agreement as Exhibit "B" and incorporated by this reference.
2. For all other expenses for which the City is obligated, payment shall be made 30 days after receipt of written statement.

B. FEE STATEMENTS

In order to receive the payments described in clauses III. A. 1. and III. A. 2. above, the Artist shall submit a statement to the City.

ARTICLE IV. TIME OF PERFORMANCE

A. CITY DELAY

If the Artist is delayed from installing the Artwork by the Installation Date as a result of action taken by the City, the City shall reimburse the Artist for actual transportation and storage costs incurred for the period between the Installation date and date on which the Site is available to permit installation of the Artwork, if and only if, the transportation and storage cost are incurred as a direct result of the delay by the City. The City shall not be responsible for any transportation and storage costs that the Artist would have been required to pay in the absence of delay caused by the City.

B. FORCE MAJEURE

Except for the City's obligations to make payments following the Payment Schedule neither party shall be considered in default in the performance of its obligations hereunder if such performance is prevented or delayed because of war, hostilities, revolution, civil commotion, strike, lock-out, epidemic, accident, fire, wind, catastrophic event or flood or because of any law, order, proclamation, regulation or ordinance of any government or of any subdivision thereof or because of any act of God or any other cause beyond the reasonable control of the party affected ("Force Majeure Event"); provided that the affected party shall have used its best efforts to avoid such condition and, provided further, that notice of such Force Majeure Event is given by the affected party to the other within five (5) days of said Force Majeure Event. Should one or both of the parties be prevented from fulfilling their contractual obligations because of a Force Majeure Event lasting continuously for a period of at least six (6) months, the parties shall consult with each other regarding the future implementation of this Agreement. The parties agree to use their best efforts to minimize any delays and/or losses, if any, resulting from such Force Majeure Event.

C. ASSIGNMENT

In the event of the serious illness or death of the Artist during the construction and/or the installation of the Artwork, his heirs, family and estate will in no way be responsible for the completion of the unfinished Artwork nor shall they be entitled to the compensation for uncompleted Artwork due under this contract. The National Sculptors' Guild shall be responsible for the completion of the Artwork, subject to the written approval of the City.

ARTICLE V. WARRANTIES

A. WARRANTIES OF TITLE

1. The Artist represents and warrants that:
 - a. the Artwork is solely the result of the artistic and creative efforts of the Artist;

- b. except as otherwise disclosed in writing to the City, the Artwork is unique and original and does not infringe upon any Copyright; and
 - c. the Artwork is free and clear of all liens from any source whatsoever.
2. The warranties described in this Section A shall survive for so long as the City or any successor of City owns the Artwork.

B. WARRANTIES OF QUALITY AND CONDITION

1. The Artist represents and warrants that:
 - a. the Artwork, as fabricated and installed, will be free of defects in material and workmanship, including any defects of “inherent vice” or qualities which may cause or accelerate deterioration of the Artwork; and
 - b. reasonable maintenance of the Artwork will not require procedures in excess of those described in Article I, Section D, subsection 2.
2. The warranties described in this Section shall survive for a period of one (1) year after final acceptance of the Artwork. The City shall give notice to the Artist of any observed breach of these warranties with reasonable promptness. The Artist shall, at the request of the City, and at no cost to the City, cure reasonably and promptly the breach of any such warranties, which is curable and which cure is consistent with professional conservation standard (including, for example, cure by means of repair or refabrication of the Artwork).
3. The Artist shall not be responsible for any damage inflicted on the Artwork by third parties or outside forces, whether man-made or from natural causes, which exceed those that the design of the Artwork should reasonably tolerate.
4. After final acceptance of the Artwork by the City, the City shall hold the Artist harmless from any and all liability or personal injury to the public, except to the extent covered by the warranties of Article IV, Section B.1.

ARTICLE VI. OWNERSHIP OF ARTWORK AND COPYRIGHT

A. GENERAL

The Artist retains Copyright in and to the Artwork under the Copyright Act of 1976, 17 U.S.C., Section 101, et seq. The twelve foot (12') monument shall be the first in an edition of ten. The Artist will not place another in the edition in the State of California. The narrative on one side of the monument will be unique to this first in the edition. The Artist reserves the right to produce the Artwork at any size. Each edition will be clearly marked as a limited edition. If the City should desire to place the Artwork in a location that is not shown on Exhibit B, the City shall first notify the Artist consistent with Section D herein as to the new location. If the Artist objects to the new location, the only remedy available to the Artist is to request in writing that the City remove the identification plaque referred to in Article I, Section D, subsection 3 herein, and that the City not promote the Artwork as that of the Artist. Provided however, this provision in no way prohibits the City from truthfully responding to inquiries, oral and written, as to the name of the Artist. The Artist shall not unreasonably object to a change of location or alteration of the site.

B. IDENTITY OF ARTIST

The Artist grants to the City and its assigns an irrevocable license to make two-dimensional reproductions of the Artwork for non-commercial purposes, including but not limited to reproductions used in advertising, brochures, media publicity, and catalogues or other publications, provided that these rights are exercised in a tasteful and professional manner.

All photographic/digital reproductions of the Artwork by the City shall contain a credit to the Artist substantially in the following form:

Jane DeDeDecker
National Sculptors' Guild
2021

C. NOTICES

All notices required herein shall be in writing and served upon the parties as follows:

Jane DeDecker
c/o John Kinkade
2683 North Taft Avenue
Loveland, CO 80538
970-667-2015

City of Paramount
c/o John Carver
Planning Director
16400 Colorado Avenue
Paramount, CA 90723-5012
562-220-2048

All notices required herein shall be deemed served when mailed by First Class Mail, Certified Mail, postage prepaid, to each party's last known mailing address. It is the responsibility of each party to inform the other of a change in address. If notice cannot be served due to a change in address, which has not been served upon the other party, such party's failure to notify shall be deemed a waiver of notice.

ARTICLE VII. SUBSEQUENT EVENTS

A. MAINTENANCE

The City and the Artist recognize that maintenance of the Artwork on a regular basis is essential to the integrity of the Artwork. Therefore, the City shall assure regular maintenance according to the instructions supplied by the Artist as set forth herein under Article I, Section D.2. and may take action reasonably designed to protect the Artwork against vandalism.

B. REPAIRS AND RESTORATION

After final acceptance of the Artwork, the Artist may inspect the Artwork at his own expense and shall notify the City in writing as to the necessity of any repairs. The City may in its discretion consult with the Artist and make the noted repairs. All such consultations shall be without additional cost to the City.

C. ALTERATION OF THE ARTWORK

The City will not consent to the intentional alteration, modifications of change to the Artwork. The City shall retain the right to sell or donate the Artwork to a third party.

D. ALTERATION OF THE SITE

The City shall notify the Artist of any proposed significant alterations of the Site. The Artist may at his sole expense request copies of plans detailing proposed alterations to the Site. If such alterations cannot be undertaken to the reasonable satisfaction of the Artist, he may request the public notice referred to in Article I, Section D.3. be removed and otherwise proceed in accordance with Article V. Section A.

E. WAIVER OF RIGHTS

The Artist understands and agrees that the provisions of this Article VI shall control over the provisions of 17 U.S.C. – 106A (a), known as the Visual Artist Rights Act of 1990 (“VARA”), and other laws granting the Artist any “moral rights” or similar rights as to the Artwork, and shall constitute a waiver by the Artist of any rights with the exception of copyright, in the Artwork set out in or otherwise granted by 17 U.S.C. – 106A (a) or in such other laws.

ARTICLE VIII. INDEPENDENT CONTRACTOR

The Artist performs this contract as an independent contractor and not as an agent of an employee of the City. The Artist shall maintain control; furnish all supervision, labor, materials, equipment, supplies, other incidentals, as well as transportation, shipping and installation of the Artwork.

ARTICLE VIX. ASSIGNMENT

The Artwork and services required of the Artist, Jane DeDecker, under this Contract are personal and shall not be assigned, sublet or transferred. However, the Artist shall be allowed to employ qualified personnel who shall work under the Artist’s supervision.

ARTICLE X. INDEMNIFICATION

The Artist shall defend, release, indemnify and save and hold harmless the City against any and all damages to property or injuries to or death of any person or persons, and shall defend, release, indemnify and hold harmless the City from any and all claims, demands, suits, liabilities, actions, causes of actions, or legal or equitable proceedings of any kind or nature, including reasonable attorney’s fees incurred by legal counsel of the City’s choice, or by anyone whomsoever, in any way resulting from or arising out of the Artist’s activities in connection with this Contract, including acts of omission of the Artist or persons acting under the Artist’s control.

ARTICLE XI. TERMINATION & MEDIATION

A. TERMINATION

1. If either the Artist or the City shall willfully or negligently fail to fulfill in a timely and proper manner, or otherwise violate any of the covenants, agreements or stipulations material to this Contract, the other party shall thereupon have the right to terminate this Contract by giving written notice to the defaulting party of its intent to terminate and specifying the grounds for termination. The defaulting party shall have thirty days (30) after receipt of the notice to cure the default. If the default is not cured within such time period, this Contract shall terminate.
2. In the event of a default by the City, the City shall promptly compensate the Artist pursuant to Article II for all services performed by the Artist prior to termination, and all finished and unfinished drawings, sketches, photographs and other Artwork products prepared and submitted or prepared for submission by the Artist under this Contract shall at the City's option become its property, provided that no right to fabricate or execute the Artwork shall pass to the City.
3. In the event of a default by the Artist, Jane DeDecker, shall forfeit the right to any and all remaining payments due under this contract for which Artwork has not been completed as well as any and all copyrights reserved herein and any and all limited edition rights as defined herein. Then and in that event The National Sculptors' Guild shall be responsible for completion of The Artwork, subject to the written approval of the City.

B. MEDIATION

If, during the creation of the Artwork, its installation and subsequent existence, any disputes should arise between the Artist and the City, the parties hereto will mediate their disagreements and make every effort to affect a mutually satisfactory resolution of the disagreements including the appointment of an independent mediator reasonably acceptable to both parties. If unable to agree, a mediator shall be appointed by the court. Costs will be equally divided.

ARTICLE XII. MODIFICATION

No alteration, change or modification of the terms of this Contract shall be valid unless made in writing and signed by the parties hereto.

ARTICLE XIII. CONFLICT OF LAW

Any provision of this Contract, which is hereafter found by a court of law or otherwise to be in conflict with the laws, rules, and/or regulations of the United States or the States of Colorado and State of California shall be considered null and void. The valid provisions of this Contract shall be severed from the invalid provisions and remain in effect to the extent possible. The law of the State of California shall govern the interpretation of this contract.

ARTICLE XIV. CHOICE OF LAW

All conflicts, causes of actions and civil disputes shall be filed in the California Superior Court.

ARTICLE XV. EFFECTIVE DATE

The effective date of this Contract shall be the date of approval by all parties hereto.

ARTICLE XVI. COUNTERPARTS FOR SIGNATURE

This contract may be executed in duplicate counterparts, each of which shall be deemed an original.

Attest to:

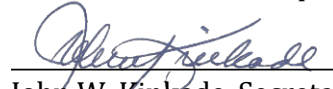
City of Paramount, CA

Heidi Luce, City Clerk
(Corporate Seal)

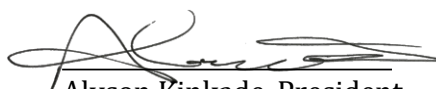
Peggy Lemons, Mayor

Attest to: use if incorporated

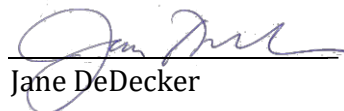
Artist



John W. Kinkade, Secretary
(Corporate Seal)



Alyson Kinkade, President



Jane DeDecker

EXHIBIT "A"

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EXHIBIT “B”

SCHEDULE OF COMPENSATION

Jane DeDecker – National Sculptors’ Guild

Total due One Hundred Three Thousand Dollars (\$103,000.00), payable as follows:

- Forty-five Thousand Dollars (\$45,000.00) down upon execution of the contract,
- Eighteen Thousand Dollars (\$18,000.00) upon the approval of the structural engineering,
- Thirteen Thousand Two Hundred Dollars (\$13,200) upon the completion of cleaning and wax conditioning the City’s public art collection.
- Eighteen Thousand Dollars (\$18,000.00) upon the sculpture being cast in metal,
- Nine Thousand Dollars (\$9,000.00) upon installation of the monument.

All payments shall be made within 30 days after receipt of a written statement. All checks shall be made payable to the National Sculptors’ Guild. Payments received outside of the 30-day payment period shall bear interest at the rate of 1.5% (18% per annum) and the project completion time shall be extended by the number of days the payment is delinquent and may delay the completion of the project.

EXHIBIT "C"
SCULPTURE CLEANING PROPOSAL



Cleaning and Wax Conditioning

Outdoor Sculptures

SCULPTURE SERVICES of COLORADO

8424 Firethorn Drive
Loveland, Colorado 80538

Jo DeDecker
David DeDecker
970-214-5060
970-584-0028
sculptureservices@gmail.com
www.WeCleanSculptures.com

SCULPTURE SERVICES of COLORADO

www.WeCleanSculptures.com

SERVICE: Sculpture Services of Colorado clean sculptures. We specialize in cleaning and maintaining outdoor sculptures for private and public collections throughout the United States, including institutions, parks, businesses, and private homes.

BIOGRAPHY: Siblings, Jo DeDecker and David DeDecker trained with conservators and professionals in the sculpture field and follow the guidelines of sculpture maintenance of the US-GSA, the National Park Service, American Institute for Conservations of Historic and Artistic Works, and the Getty Museum.

Jo is an Art Historian, David an artisan, and for over twenty-five years they have worked in the studio production of bronze sculptures. This background presents them with professional knowledge of all aspects of the formation of sculpture: from its earliest conception, production, completion, installation, and finally, protecting its beauty in order that it reflects the area it now occupies.

PURPOSE: Without care, outdoor sculptures fall victim to various environmental elements and human interactions. Too often people think sculptures naturally turn green, or the colors fade. Many think areas of the sculptures are supposed to have white dripping stripes or black spotted areas, because that is how they are used to seeing them, but it is corrosion, calcification and dirt! Outdoor sculptures should retain the appearance of day the collector bought them or look like the sculptures located indoors, especially bronze sculptures. What is lacking in many outdoor sculpture collections is a yearly maintenance program. We, at Sculpture Services of Colorado, would like to help collectors maintain their valuable sculpture collections.

In their travels across the United States, David and Jo have noticed numerous outdoor sculptures in sad condition, where the original beauty and value of the sculptures have been diminished due to the lack of proper maintenance. Because many of the outdoor sculptures have not been cleaned, the surface of the sculpture will accumulate a whitish calcite layer known as mineral deposits that are usually caused by weather, dust, and water. Public collections often have unwanted graffiti. Formidable and stubborn bird droppings leave their marks on the sculptures. The use of a wrong cleaning substance like car wax leaves a chalking coating on the surface that will not come off. Trees and scrubs have overgrown allowing sap, pollen, and mildew to stick to the surface. Carbon monoxide darkens the surface of the sculptures. Weep holes are plugged, thus causing water to pool on the surface and leave water rings.

And of course, urine constantly appears, discoloring the contaminated area to green. These are just a few problems we have seen on outdoor sculptures.

To help the layman understand the need to care for outdoor sculptures see our booklet:

Why Sculpture Maintenance?

https://issuu.com/claggettrey/docs/report_why_sculpture_maintenance

RESUME

General Overview: Jo and David have worked in the bronze field for over twenty-five year. In this area we can weld, wax and metal chase, make molds, patina, point-up sculptures, and work with the placement of sculptures both for the private and public clients. We work with artists such as Dan Ostermiller, George Lundeen, Jane DeDecker, sub-contract for Art Castings, Madd Castings, Bronze Services and Palm Inc.

Sculpture Maintenance: David has apprenticed with Patrick Kipper in cleaning and maintaining outdoor sculptures. David now assists Pat Kipper with cleaning and maintenance of outdoor sculptures and has done so for over five years. David also assists Debbie Bakel with cleaning and maintaining outdoor sculptures.

Jo, an art historian, graduated from Colorado State University, BFA; University of Colorado, BA; University of North Carolina, ABD in PhD in Art History. Jo has apprenticed with Debbie Bakel maintaining outdoor sculptures for over five years and periodically assists Pat Kipper. Our jobs with Pat and Debbie have taken us to Wyoming, throughout Colorado, and Oklahoma.

Jo and David started their own sculpture cleaning business four years ago. They travel throughout United States, working for private clients, assisting galleries with their client's collections, universities, public libraries, hospitals, cities, and businesses.

We clean sculptures made of bronze, painted steel, painted aluminum, stainless steel, rusted steel, aluminum, fiberglass, glass, various stones, etc. Each material has it specific cleaning and maintaining procedures, and we follow guidelines set by the US-GSA, the National Park Service, American Institute for Conservations of Historic and Artistic Works, and the Getty Museum. THIS STATEMENT IS IMPORTANT TO NOTE because too often we have seen maintenance personnel overthink what the above institutions guidelines have determined for outdoor sculpture maintenance, thus, they have ruined outdoor sculptures to the point the sculpture must be re-painted or re-patina. For example, we have seen what oil and products like *Armo All* or WD-40 have done to sculpture in a public collections in Arizona and Florida.

Why do David and Jo want to clean the sculptures? Without a doubt, outdoor sculptures are part of the beauty showcasing your city or property, thus your sculpture collection should look like the day it was placed. Throughout the years David and Jo have committed themselves with the ultimate artisanship in sculpture production. We want our work to be the pride of our generation. Sadly, we discovered serious neglect to the care and maintenance of outdoor sculptures, hence we have involved ourselves with taking care of outdoor sculptures:

We care that your Art lives Through the Ages.

SCULPTURE SERVICES of COLORADO
Entire Collection of Paramount, CA Collection
\$13,200.00

NOTE: THIS PRICE IS BASED UPON A TRAVEL ROUTE.

A travel route is where we compile a group of cleanings at various sites on a route to help defer the cost of travel to the client. Throughout the year we create travel routes throughout the US.

If a client wants their sculpture cleaned on a specific date, please add \$4000.00 to the above bid.

CITY OF PARAMOUNT, CA

Bronze Sculpture

CLEANING PROCESS STEPS # 5 and 6

Come On, Dad!
Dee Clements

Conversation
Carol Gold

Crack the Whop
Dee Clements

Going for the Goal
Dee Clements

Origami Pony
Box

Passage
Bill Barrett

Polished Performance
Dee Clements

Save the Whales
Turnbull

Speedskater
Clements

Stand By Me
DeDecker

Touch the Sky

Corten Steel Sculpture

CLEANING PROCESS STEPS #9

9x9x9
Pastorius

Boxes
Pastorius

Defiance
Pastorius

Delineation
Pastorius

Fluid
Pastorius

Modified
Box
Pastorius

The Family
Olsen

Vestige
Pastorius

Stone

CLEANING PROCESS STEPS #10

Hole in One
Cartozian

Sonatina
Kim

Suffer the Little Children
Cartozian

Sustenance
Cartozian

The Die is Cast
Cartozian

Untitled
Goldman

Painted Steel Sculpture

CLEANING PROCESS STEPS #8

Kai Koo VII
Gold

Poetry in Motion
Caricof

Solar Sails
Leichliter

Replica of Zamboni Machine

Upholding
Leichlliter

REFERENCES

Claggett/Rey Gallery

100 East Meadow Drive
Building 7
Vail, Colorado
970-476-9350
Bill Rey

Patrick Kipper - Conservator and Patineur

138 12th Street S.E. Loveland, CO 80537
970-663-3363

City of Loveland

Suzanne Janssen
Public Art Manager
503 N. Lincoln
Loveland, CO 80537
970-635-1983

Knox Galleries

Mark Kihle
Park Plaza 46 Avondale Lane
Beaver Creek, CO 81620
970-949-5564

Adam Duncan Harris

Petersen Curator of Art and Research
National Museum of Wildlife Art of the United States
Jackson, WY
307-732-5541



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
01/06/2020

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Kimberly Cunningham(070822X) 1424 W Eisenhower Blvd Loveland CO 80537-3109	CONTACT NAME: PHONE (A/C, NO, EXT): 970-461-5060 FAX (A/C, NO): 970-776-8338 E-MAIL ADDRESS: kcunningham@farmersagent.com														
INSURED SCULPTURE SERVICES OF 8424 FIRETHORN DR LOVELAND CO 80538	<table><tr><td>INSURER(S) AFFORDING COVERAGE</td><td>NAIC #</td></tr><tr><td>INSURER A: Truck Insurance Exchange</td><td>21709</td></tr><tr><td>INSURER B: Farmers Insurance Exchange</td><td>21652</td></tr><tr><td>INSURER C: Mid Century Insurance Company</td><td>21687</td></tr><tr><td>INSURER D:</td><td></td></tr><tr><td>INSURER E:</td><td></td></tr><tr><td>INSURER F:</td><td></td></tr></table>	INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A: Truck Insurance Exchange	21709	INSURER B: Farmers Insurance Exchange	21652	INSURER C: Mid Century Insurance Company	21687	INSURER D:		INSURER E:		INSURER F:	
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INSURER D:															
INSURER E:															
INSURER F:															

COVERAGES

CERTIFICATE NUMBER:

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAME ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDTL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR	Y	N	606216541	5/29/21	5/29/21	EACH OCCURRENCE \$ 2,000,000
	DAMAGE TO RENTED PREMISES (Ea Occurrence) \$ 100,000						
	MED EXP (Any one person) \$ 5,000						
	PERSONAL & ADV INJURY \$ 2,000,000						
	GENERAL AGGREGATE \$ 4,000,000						
	PRODUCTS - COMP/OP AGG \$ 4,000,000						
	\$						
GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC OTHER:							
AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input checked="" type="checkbox"/> HIRED AUTOS ONLY				606216541	5/29/21	5/29/21	COMBINED SINGLE LIMIT (Ea accident) \$ 2,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
<input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS ONLY							
UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$							EACH OCCURRENCE \$ AGGREGATE \$ \$
WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) <input type="checkbox"/> If yes, describe under DESCRIPTION OF OPERATIONS below		N/A					PER STATUTE OTHER \$ E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$

DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
8424 FIRETHORN DR, LOVELAND, CO 80538,, (Non ownership liability coverage-2 partners only)

CERTIFICATE HOLDER

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
AUTHORIZED REPRESENTATIVE

NOVEMBER 17, 2020

APPROVAL OF AMENDMENT NO. 1 TO AGREEMENT WITH BUCKNAM
& ASSOCIATES (CITY PROJECT NO. 9116)

MOTION IN ORDER:

APPROVE AN AMENDMENT TO THE AGREEMENT WITH BUCKNAM &
ASSOCIATES FOR CONTINUED PROGRAM MANAGEMENT FOR
WATER WELL 16 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
Date: November 17, 2020

Subject: APPROVAL OF AMENDMENT NO. 1 TO AGREEMENT WITH BUCKNAM & ASSOCIATES FOR CONTINUED PROGRAM MANAGEMENT FOR WATER WELL 16 (CITY PROJECT NO. 9116)

In May of 2020, Council approved an agreement with Bucknam & Associates in the amount of \$60,500 to provide program management for the water well and treatment systems specifically for the Water Well 16 project. Bucknam & Associates has been providing management and administrative oversight of the project.

Water well projects require technical in depth review, particularly during the pre-construction period. Given a much larger number of submittals and requests for information from the construction contractor, which necessitated additional analysis and coordination from the City's side, the funding allocated to the existing contract with Bucknam & Associates was significantly impacted. As indicated back in May, Bucknam & Associates is providing technical program management support to the City, similar to that of a City Engineer for construction projects. Their experience and expertise has been incredibly valuable to the project and has helped to keep the project moving forward. Staff is recommending an amendment to the agreement with Bucknam & Associates for an additional \$38,000 in order to continue with this highly needed service through the end of the project, anticipated for October 2021. If approved, a mid-year budget adjustment will be made to the project.

RECOMMENDED ACTION

It is recommended that the City Council approve Amendment No. 1 to the Agreement with Bucknam & Associates for continued program management for Water Well 16 and authorize the Mayor or her designee to execute the amendment.

**FIRST AMENDMENT TO THE AGREEMENT FOR WATER RESOURCES AND
PROGRAM MANAGEMENT SERVICES WITH BUCKNAM & ASSOCIATES INC.**

**THIS FIRST AMENDMENT TO AGREEMENT FOR WATER RESOURCES AND
PROGRAM MANAGEMENT SERVICES** ("AMENDMENT") is made and entered into this 17th day of November, 2020 between the City of Paramount, a municipal corporation in Los Angeles County, California, (hereinafter "CITY") and Bucknam & Associates Inc., a professional water services company, with its primary office located at 25004 La Plata Drive, Laguna Niguel, California 92677 (hereinafter "CONTRACTOR") (collectively, "the Parties"), amending that certain agreement between CONTRACTOR and CITY approved by City Council May 5, 2020 ("AGREEMENT").

RECITALS

WHEREAS, CITY and CONTRACTOR entered into AGREEMENT on May 5, 2020 whereby CONTRACTOR would provide water resources and program management services for CITY; and

WHEREAS, CITY and CONTRACTOR each desire to amend the Description of Services, Compensation, and Term of said AGREEMENT.

**NOW, THEREFORE, BE IT AMENDED BY AND BETWEEN THE PARTIES AS
FOLLOWS:**

1. DESCRIPTION OF SERVICES

Is hereby amended so that CONTRACTOR shall provide water resources and program management services as more particularly described in hereto as Exhibit A. In the event of any conflict between CONTRACTOR's proposal and this AMENDMENT, the terms of the AGREEMENT shall apply.

2. COMPENSATION

Is hereby amended so that CITY agrees to pay CONTRACTOR an additional \$38,000 in full compensation for all additional services performed. CITY agrees to reimburse CONTRACTOR for pre-approved expenses in an amount **not to exceed \$98,500**.

CONTRACTOR shall prepare and present detailed statements for services rendered to City for the month preceding the statement, indicating each discrete task performed by the CONTRACTOR. Statements are due and payable upon approval by CITY.

3. TERM OF AGREEMENT

Is hereby amended so the term of this Agreement shall expire on October 31, 2021.

IN WITNESS HEREOF, the CITY and CONTRACTOR have executed this AGREEMENT as of the date first herein above set forth.

CITY OF PARAMOUNT

BUCKNAM & ASSOCIATES INC.

By: _____
Peggy Lemons, Mayor

By: _____
C. Stephen Bucknam Jr., P.E.
President

ATTEST:

By: _____
Heidi Luce, City Clerk

EXHIBIT A



November 4, 2020

City of Paramount
Public Works Department
16400 Colorado Avenue
Paramount, CA 90723

Attn: Adriana Figueroa
Director of Public Works

Subject: Amended Proposal for Continued Program Management Support Well 16 and
Treatment Plant Project

Dear Adriana:

As requested, this letter explains the reasons for our requested Amended Proposal for Continued Program Management Support Well 16 and Treatment Plant Project (Project), in the amount of \$38,880, dated October 25, 2020. Our original Proposal to provide Program Management Services, dated April 2, 2020 in the Amount of \$60,500, anticipated that the project would complete by June 30, 2020. Due to the Contractor's schedule revisions; and start up delays due the COVID-19 situation, which have resulted in an extension of the time to complete the Project to October 31, 2021.

Additional efforts were needed to oversee and direct both the work of the City's Construction Management Firm AKM Consulting Engineers (AKM) and its Design Firm Tetra Tech (TT), have accrued; due to a larger number of Submittals and Requests for Information from the Contractor MMC, requiring input and analysis by our firm and discussions between the City, AKM and TT.

Additional in depth review of the Tetra Tech Design Plans and Specifications was also needed; to clarify and assure that the intent of the Projects Plans and Specifications; and the intent of the City in terms of the equipment and materials specified as well as the Contractors proposed submittals for same were complied with.

As a result of the additional efforts described above, we are requesting consideration for approval of our Amended Proposal.

We are looking forward to continuing to be of service to the City on its Well No. 16 and Treatment Plant Project's Program Management. Please email or call me with any questions.

C. Stephen Bucknam Jr., PE
President

cc: E. Davidson
Job File

NOVEMBER 17, 2020

PAYMENT AUTHORIZATION FOR THE INSTALLATION OF FIRE
SERVICE AT 7317 SOMERSET BOULEVARD

MOTION IN ORDER:

IT IS RECOMMENDED THAT THE CITY COUNCIL AUTHORIZE THE
PAYMENT FOR THE INSTALLATION OF FIRE SERVICE AT 7317
SOMERSET BOULEVARD, IN THE AMOUNT OF \$46,050.

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: November 17, 2020

Subject: PAYMENT AUTHORIZATION FOR THE INSTALLATION OF FIRE SERVICE AT 7317 SOMERSET BOULEVARD

This is a request for the authorization of payment for the installation of fire service at 7317 Somerset Boulevard. For these type of installations, the City is essentially a pass through agency assigned to collect the funds and ensuring that the installation is done properly. Bids for the installation of the dry stand pipe system were received from Doreck Construction and Valverde Construction, Inc. The lowest bid was submitted by Doreck Construction at \$46,050.

The project site is the location of an industrial building that caught on fire in 2019. As part of the requirements to reconstruct the building, the local fire inspector required that the property owner install an on-site fire hose connection to accommodate the property in case of future fires. This is common for large industrial buildings and properties. The property owner paid for the installation of the service at the time permits were issued by the City's Water Department, who oversaw the contractor and the installation of the new fire service at the property.

The total cost for the work completed was \$46,050. According to the City's purchasing policy, non-professional services in excess of \$25,000 need to be approved by the City Council. The installation of the fire service has been completed by the contractor and therefore the City is requesting authorization to pay Doreck Construction for the completed installation with funds already received from the property owner.

RECOMMENDED ACTION

It is recommended that the City Council authorize the payment for the installation of fire service at 7317 Somerset Boulevard, in the amount of \$46,050.

NOVEMBER 17, 2020

AWARD OF CONTRACT FOR MERCHANT CREDIT CARD SERVICES

MOTION IN ORDER:

APPROVE THE CONTRACT WITH BANK OF THE WEST TO PROVIDE
MERCHANT CARD SERVICES FOR CREDIT CARD PAYMENTS BY
MEMBERS OF THE PUBLIC TO THE CITY FOR FEES AND SERVICES.

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 Lam, Finance Director
Date: November 17, 2020

Subject: AWARD OF CONTRACT FOR CREDIT CARD MERCHANT SERVICES TO BANK OF THE WEST

The City is always looking for ways to improve our services to our community. In terms of revenue collections for Water Utility, Business License, Animal License, and other fees, different payment options have been added over the years to provide convenience to our customers and businesses alike. For example, online payment options have been made available for water utility, parking citations, and recreation classes/registration. In addition, the credit card payment option has been added at the Maintenance Yard and Community Center for recreation activities and facility reservations. While a significant percentage of walk-in customers make payments in the form of cash or checks at City facilities, in an effort to provide an alternative payment option for over-the-counter transactions, a Request for Proposals (RFP) was initiated to solicit proposals from various vendors to obtain an effective and secure merchant card payment option.

Since early 2019, the City has been working with a consultant, Vizant Technologies, to assist staff with evaluating proposals for providing credit card services. While negotiations were still in progress, in April 2019, Vizant Technologies was bought out by Redbridge and their service was terminated. As a result, negotiation with existing vendors was delayed as well and this project was put on hold.

In January 2020, our communication with Redbridge resumed and Redbridge agreed to assist the City with this project once again. Meanwhile, it was brought to our attention that a convenience fee can be charged to customers for over-the-counter transactions which could greatly offset the transaction fees that will be incurred by the City. Hence, a new RFP was sent out to five vendors on January 29, 2020 to explore this option. Three proposals were received on February 22, 2020. Soon after, in March 2020, the Coronavirus (COVID-19) began to spread widely in the United States and the statewide mandatory safer-at-home order took effect. While charging a convenience fee would offset the City's expenses in implementing a credit card payment option, we have decided for the best interest of our community, it would not be desirable to implement a convenience fee in the middle of the pandemic.

At this time, we are recommending to implement the proposal that was submitted by Bank of the West as it provides the best services and also the best combination of prices. The

option will enhance current over-the-counter payment options without service fees to the public. Below are the proposed fees submitted by Bank of the West:

- Interchange rates plus \$0.10 and 0.10% per transaction
- \$0.85 authorization fee per call center transaction
- \$0.25 PIN debit fee per transaction; \$5.00 monthly PIN debit fee
- \$0.10 AMEX fee

Implementation of merchant card services requires new terminals and equipment which was also listed on the proposal and in the attached Vizant Technologies' report.

As described earlier, many of our walk-in customers make payments in the form of cash or check. Therefore, it is difficult to estimate the total cost that will be incurred by the City at this time as the credit card transaction history is not available. However, assuming 20 – 30% of over-the-counter payments will eventually be made with credit cards in the future, the estimated cost to the City is approximately \$20,000 to \$30,000 annually. In the next year, staff will examine the transaction history and analyze its card fees. If the fees rise to a level that becomes a financial burden, staff will once again explore the convenience fee option at that time.

RECOMMENDED ACTION

It is recommended that the City Council authorize the City Manager to enter into contract with Bank of the West to provide merchant services for credit card payments made by members of the public to the City for fees and services.

RFP Response Comparison

City of Paramount

March 8th, 2019



The information contained in this document is proprietary in nature and is the intellectual property owned by Vizant Technologies LLC. It is being shared in conjunction with the relationship established under the Consulting Agreement dated January 4th, 2019 between the City of Paramount and Vizant. The use of City of Paramount throughout this report is intended to include all entities of City of Paramount.

RFP Response Overview

After careful review of the bids submitted in response to the City of Paramount’s RFP, the below providers are capable of supporting the convenience fee model and opening the City’s business up for payment card acceptance.

Provider	Bundled or Pass Through	Financial Impact	Convenience Fee Capability
Bank of the West	Pass Through	\$2,682	Supports a 2.65% convenience fee model. Bank of the West would calculate the processing fee at the time of the transaction and keep that amount
Paymentus	Bundled	\$9,682	Supports a convenience fee model
Paymentus	Pass Through	\$3,195	Does not support a convenience fee model
GovPay	Bundled	\$1,903	Supports a convenience fee model

Bid Comparison

From the bid provided by Bank of the West, the City of Paramount would see the below fees on their transactions. Please note that these are on top of interchange rates, which are set by the card brands and not your processor.

Transaction Fees

- \$0.10 and 0.10% per transaction
- \$0.85 authorization fee per call center transaction
- \$0.25 PIN debit fee per transaction
- \$5.00 monthly PIN debit fee
- \$0.10 AMEX fee

Account Fees

- \$25 processing minimum
- \$100 application fee
- \$20 chargeback fee
- \$20 return NSF item fee
- \$10 paper statement fee (per account)
- \$15 PCI fee (per account)
- \$60 Non-PCI fee (per account)

Equipment Fees

- \$389 – 595 per swipe device
- \$369 per PIN pad
- \$499 Converge
- \$0.07 Tokenization (per token)
- \$199 per ICMP EMV Converge card reader
- \$585 Ingenico ISC250
- \$249 – 369 per stand-alone printer

Paymentus (Bundled)

From the bid provided by Paymentus based on bundled rates, the City of Paramount would see the below fees on their transactions. Please note that these rates are all-inclusive so you would not see separate interchange rates on top of these fees.

Transaction Fees	2.75% per transaction
------------------	-----------------------

Account Fees	None listed
--------------	-------------

Equipment Fees	None listed
----------------	-------------

Paymentus (Pass Through)

From the bid provided by Paymentus based on pass through rates, the City of Paramount would see the below fees on their transactions. Please note that these are on top of interchange rates, which are set by the card brands and not your processor.

Transaction Fees	\$0.45 per transaction
------------------	------------------------

Account Fees	None listed
--------------	-------------

Equipment Fees	None listed
----------------	-------------

From the bid provided by GovPay based on bundled rates, the City of Paramount would see the below fees on their transactions. Please note that these rates are all-inclusive so you would not see separate interchange rates on top of these fees.

Transaction Fees	1.95% per transaction
------------------	-----------------------

	\$2.50 per call center transaction
--	------------------------------------

Account Fees	None listed
--------------	-------------

Equipment Fees	None listed
----------------	-------------

Bundled vs Pass Through Rates

The difference between bundled and pass through rates can be confusing, so it's important to remember the main differences:

Bundled Rates

- Rates include interchange
- No transparency
 - Easy to hide mark-up

Pass Through Rates

- Rates are on top of interchange
- Transparent pricing
 - Easy to see changes in rates

For these reasons, we always recommend that our clients secure pass-through rates, even when the start-up costs are higher. Over the course of the contract with your processor the pass-through rates will result in an overall savings compared to bundled rates.

Our Recommendations

Thank you for the opportunity to work with City of Paramount. Based on the information received, our recommendations are that you would proceed with Bank of the West/Elavon for a number of reasons:

Bank of the West/Elavon

Very well respected in the processing community

Responded based on the requests in the RFP

Initial pricing is a bit higher, however they included everything that was requested

Bank of the West relationship

Paymentus and GovPay

Overall pricing is higher

Did not provide all the information requested

A number of potential costs not outlined

Next Steps

1

- Deliver results electronically

2

- Finalize and present invoice for additional hours

3

- Discuss new Statement of Work around:
 - OpenEdge pricing negotiation
 - Negotiating rates once business is awarded to the selected processor
 - Possible additional payments/banking opportunities

Thank You

City of Paramount

Annualized Volume Detail: September 2017 to August 2018

Card	Gross #	Gross \$
Visa	N/A	N/A
MasterCard	N/A	N/A
Discover	N/A	N/A
American Express	N/A	N/A
VI/MC/DS	7,099	\$972,279.00

			Bank of the West			Paymentus (Bundled)			Paymentus (Pass Through)			GovPayNet (Bundled)		
Description	Qty	Vol	QR	VR	Cost	QR	VR	Cost	QR	VR	Cost	Curr. QR	Curr. VR	Curr. Cost
Pricing Fees														
VI/MC/DS Pricing Discount														
VI/MC/DS Pricing Discount	7,099	\$972,279	\$0.10	0.100%	\$1,682.18		2.750%	\$26,737.67	\$0.45		\$3,194.55		1.95%	\$18,959.44
Call Center												\$2.50		\$0.00
Estimated Interchange	7,099	\$972,279					-1.60%	-\$15,556.46					-1.60%	-\$15,556.46
Estimated Assessment	7,099	\$972,279				-\$0.0195	-0.14%	-\$1,499.62				-\$0.0195	-0.14%	-\$1,499.62
Per Item Auth Fees														
Voice Operator/AVS/ARU			\$0.85											
Pin Debit Fees														
Pin Debit Fees			\$0.25											
Monthly Fee	12		\$5.00											
AMEX Pricing and Fees														
American Express Fees			\$0.10											
Total Pricing Fees			\$1,682			\$9,682			\$3,195			\$1,903		
Account Fees														
Processing Minimum			\$25.00											
Application Fee	1		\$100.00		\$100									
Chargeback Fees			\$20.00											
Return NSF Item Fees			\$20.00											
Paper Statement Fee	12		\$10.00											
PCI Fee	12		\$15.00		\$180									
Non PCI Fee	12		\$60.00		\$720									
Total Account Fees			\$1,000			\$0			\$0			\$0		
Equipment Fees														
Swipe Devices	2		\$389-595			\$0.00		\$0	\$0.00		\$0	\$0.00		\$0
Pin Pads			\$369.00											
Converge			\$499.00											
Tokenization			\$0.07											
ICMP EMV Converge Card Reader			\$199.00											
Ingenico ISC250			\$585.00											
Stand-alone Printer			\$249-369											
Total Equipment Fees			\$0			\$0			\$0			\$0		
Total Fees			Bank of the West		\$2,682	Paymentus (Bundled)		\$9,682	Paymentus (Pass Through)		\$3,195	GovPay		\$1,903

2.65% convenience fee model, BOTW calculates processing fee at time of transaction and keeps that amount

Same pricing structure for convenience fee model

PCI Compliance not included in this structure, also claims convenience fee model isn't supported

Can accommodate convenience fee. Need to confirm what pricing includes

City of Paramount RFP Prospect Synopsis

Bank of the West— was one of the only prospects to follow all of your requests that were made in the original RFP. Personally, we think it says a lot about a processor who meet your expectations from the start and provide you with all the information you request. Their processor would be Elavon. Elavon is great when it comes to offering low rates, but their customer service isn't always the best. Bank of the West has excellent customer service and they are great to work with, so it's possible you wouldn't run into the same issues going through the bank. However, just to be safe, we recommend requesting a representative that can provide references. Also, Elavon is notorious for random rate increases at least once a year. We recommend you get into a contract that will lock in the rates. They may push back and say they don't have such a thing, but we know they do and have been able to secure those types of contracts for other clients of ours.

Paymentus— was another one of the only prospects to follow all of your requests that were made in the original RFP. Which as mentioned before is a good indicator for how well your business would be taken care of by the bidder. However, their proposal is offering bundled rates. We almost always advise against bundled rates, as this type of payment structure allows processors to hide any mark up and does not provide a clear breakdown of what you're being charged. They have included an interchange plus pricing model, however they do not fully support this model, and if you introduced cost recovery at any point you would be forced to switch to the bundled rates. If they update their pricing structure to interchange plus with full support regardless of cost recovery initiatives, we would be more likely to recommend them.

GovPayNet— we are not familiar with GovPayNet, but from their proposal, they do not seem like a good match. They are offering bundled rates, which are entirely too high. Comparing your current pricing with Open Edge to GovPayNet, you would actually see an increase in cost. Also, they were linked to an information breach last year, allegedly exposing 14 million customer records dating back 6 years. It was never confirmed if the customer information was used harmfully and GovPayNet stated the information that was exposed was mostly public information, but it's still something to keep in mind. Typically though, once a company has a breach of this magnitude, it's unlikely they would let it happen again.

NOVEMBER 17, 2020

AUTHORIZE THE PURCHASE OF A LICENSE PLATE READER XL
PREMIUM SPEED TRAILER FROM VIGILANT SOLUTIONS, LLC USING
JAG GRANT FUNDING AND GENERAL FUNDS

MOTION IN ORDER:

AUTHORIZE THE PURCHASE OF A LICENSE PLATE READER XL
PREMIUM SPEED TRAILER FROM VIGILANT SOULTIONS, LLC USING
JAG GRANT FUNDS AND GENERALS FUNDS.

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
Anthony Martinez, Management Analyst II

Date: November 17, 2020

Subject: AUTHORIZE THE PURCHASE OF A LICENSE PLATE READER XL PREMIUM SPEED TRAILER FROM VIGILANT SOLUTIONS, LLC USING JAG GRANT FUNDS AND GENERAL FUNDS AND AUTHORIZE THE CITY MANAGER TO EXECUTE THE PURCHASE AGREEMENT

Background

Since 1997, the City of Paramount has been a grant recipient of funds from the Edward Byrne Memorial Justice Assistance Grant (JAG) Program receiving \$427,238 to date to support crime-fighting efforts through federal funding. The United States Department of Justice, Bureau of Justice Assistance funds the JAG program to support state, local, and tribal law enforcement efforts to prevent or reduce crime.

Recognizing that many state and local agencies face challenging fiscal environments, the Bureau of Justice Assistance implemented the JAG program providing a cost-effective way to relieve those challenges by sharing federal resources among federal, state, and local law enforcement agencies. The grant allocation amounts vary among cities each year and are determined based off crime statistics and population formulas. For FY 2020, the Bureau of Justice Assistance allocated **\$20,732** in JAG funds to the City of Paramount.

The JAG program does not require a local fund match; however, the JAG program does require the following actions:

1. Develop a grant project
2. Conduct a public hearing
3. Prepare quarterly financial and progress reports

On August 6, 2020, the City published a public hearing notice in the Paramount Journal in accordance with the JAG program's requirements advising that a public hearing would be held on August 18, 2020.

At the August 18, 2020 City Council meeting, the City Council conducted a public hearing and authorized the use of JAG fiscal year (FY) 2020 funds to purchase one License Plate Reader (LPR) XL Premium Speed Trailer to enhance law enforcement operations in making Paramount safe.

Discussion

The LPR speed trailer compares captured license plates to onboard county and state databases of stolen vehicles, stolen plates, warrant vehicles, and vehicles of interest. The LPR speed trailer system then notifies deputies when a license plate of interest matches against county or state databases. The LPR speed trailer is also equipped with an electronic message board to advise speeding motorists to slow down.

The Paramount Special Assignment Team will deploy the LPR speed trailer to major streets across the City to decrease auto theft, recover vehicles of interest, deter speeding, and increase Automated License Plate Recognition technology for law enforcement operations in Paramount.

Procurement

Upon approval of use of JAG fund for the purchase of License Plate Reader (LPR) XL Premium Speed Trailer Public Safety staff began the procurement process. The City's sole source proposed purchase complies with Paramount Municipal Code Chapter 19 - Finance, Section 18-29(f): *Exemption from bidding upon determination of Purchasing Officer or City Council*. License Plate Reader (LPR) technology is a unique product used by the Sheriff's Advanced Surveillance and Protection Unit to manage the Automated License Plate Recognition system through the Sheriff's Data Network.

Vigilant Solutions, LCC holds a Preference Program Entities (PPE) certification with Los Angeles County under vendor number 145810 and is the sole source of License Plate Reader technology products for the Los Angeles County Sheriff's Department. Vigilant Solutions, LLC offers License Plate Reader products and data sharing capabilities that are exclusively compatible with the Sheriff's Automated License Plate Recognition system through the Sheriff's Data Network.

Vigilant Solutions, LLC's provided project quote GSM-1265-01 in the amount of \$55,465.55 for the purchase of one License Plate Reader (LPR) XL Premium Speed Trailer, which includes installation labor costs, product maintenance costs, shipping costs, 5-year hardware warranty, and 10.25% sales tax.

Sole source purchasing of a License Plate Reader (LPR) XL Premium Speed Trailer through Vigilant Solutions, LCC aligns with the Sheriff's ALPR network standards. It also allows the City to integrate and transfer LPR data into the Sheriff's ALPR infrastructure, technical specifications, and cloud network in a safe and secure manner.

Proposal

If approved by the City Council, staff would purchase one License Plate Reader (LPR) XL Premium Speed Trailer from Vigilant Solutions, LLC at 1152 Stealth Street, Livermore, California, for the quoted price of \$55,465.55 using \$20,110.04 in JAG fiscal year 2020 funds. The grant stipulates that 3 percent of the total amount be allocated to fund the local law enforcement's database, therefore, \$621.96 has been reserved for the Los Angeles

County Sheriff's Department Computer-Aided Dispatch and Record Management System (CAD/RMS).

Staff is proposing to fund the remaining \$34,733.55 of the total cost with general Public Safety Department budget funds. The budget would then be adjusted at mid-year 2021 to reflect the added dollar amount.

RECOMMENDED ACTION

It is recommended that the City Council authorize the purchase of a License Plate Reader XL Premium Speed Trailer from Vigilant Solutions, LLC using JAG Grant Funds and General Funds.

NOVEMBER 17, 2020

USE OF CITIZENS' OPTION FOR PUBLIC SAFETY (COPS) GRANT
FUNDING FOR FY 2020-2021

MOTION IN ORDER:

AUTHORIZE STAFF TO USE THE STATE COPS GRANT FUNDS TO PAY
FOR EXPENDITURES AS OUTLINED IN THIS 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: Adriana Lopez, Public Safety Director
Anthony Martinez, Management Analyst II

Date: November 17, 2020

Subject: USE OF CITIZENS' OPTION FOR PUBLIC SAFETY (COPS) GRANT FUNDING FOR FY 2020-2021

Background

The Department of Justice has provided Citizens' Option for Public Safety (COPS) grant funds to the City since fiscal year (FY) 1996-1997. After twenty-five years of receiving this grant, the City continues to use State COPS grant funds for a variety of police activities, which range from increasing personnel to the purchase of equipment for enhanced police effectiveness. Since FY 1996-1997, the City has received \$2,728,138 in State COPS grant funds.

State COPS expenditures during this period provide additional law enforcement patrols throughout the week, purchase equipment, and produce Neighborhood Watch materials. For FY 2020-2021, the approved budget for these expenditures is \$156,000. This annual grant does not require a local match, and there is no longer a requirement to hold a public hearing.

Proposed Use of Funds

The approved FY 2020-2021 budget reflected our proposed uses for the City's State COPS funds. We intend to continue providing additional patrol overtime and crime suppression overtime to assist with the high volume of calls and to address crime trends in a timely matter. We anticipate spending the total amount of \$156,000 on these additional patrols and services.

RECOMMENDED ACTION

It is recommended that the City Council authorize staff to use the State COPS grant funds to pay for expenditures as outlined in this report.

NOVEMBER 17, 2020

ORAL REPORT

ACHIEVING CHANGE THROUGH INFORMATION, OUTREACH &
NETWORKING (ACTION)



To: Honorable City Council
From: John Moreno, City Manager
By: Adriana Lopez, Public Safety Director
Date: November 17, 2020

Subject: ACHIEVING CHANGE THROUGH INFORMATION, OUTREACH & NETWORKING (ACTION)

Since 2007, the Public Safety Department has been hosting monthly meetings with representatives from the City Manager's Office, Planning, Public Works, and Recreation Departments to identify projects, which enhance the quality of life in the City of Paramount. These projects are referred to as ACTION (Achieving Change Through Information, Outreach & Networking) projects. ACTION projects are focused on safety, creativity, and overall aesthetics and are funded in the Capital Improvement Project budget adopted annually by the City Council.

This oral report will provide a review of the completed ACTION projects for fiscal year 2019-2020.