



## SPECIAL NOTICE

Public Participation Accessibility for the City Council meeting scheduled for **February 16, 2021**.

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, February 16, 2021 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](mailto:crequest@paramountcity.com)
- Teleconference: (562) 220-2225

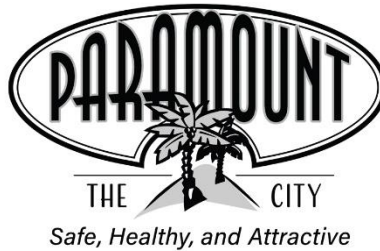
In order to effectively accommodate public participation, participants are encouraged to provide their public comments via e-mail before **5:00 p.m. on Tuesday, February 16, 2021**. The e-mail must specify the following information: 1) Full Name; 2) City of Residence; 3) Phone Number; 4) Public Comment 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  
February 16, 2021



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](http://www.paramountcity.com)

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

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

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

## Notes

CALL TO ORDER:

Mayor Peggy Lemons

ROLL CALL OF  
COUNCILMEMBERS:

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

## CITY COUNCIL PUBLIC COMMENT UPDATES

## PUBLIC COMMENTS

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## CONSENT CALENDAR

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

1.     [ORDINANCE NO. 1143 \(Adoption\)](#)     Renewing Pipeline Franchise Agreement with Pacific Pipeline System, LLC

## OLD BUSINESS

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2.     [PUBLIC HEARING ORDINANCE NO. 1148 \(Re-introduction\)](#)     Zone Change No. 230. A request by Nima Golshani to change the official Zoning Map of the City of Paramount from C-3 (General Commercial) to PD-PS (Planned Development with Performance Standards)/Mixed-Use Commercial and Senior Assisted/Independent Living Facility at 16675-16683 Paramount Boulevard in the C-3 (General Commercial) zone.

## NEW BUSINESS

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3.     [ORAL REPORT](#)     2020 Public Safety Year in Review
4.     [PUBLIC HEARING](#)     Amendments to the 2017-2021 Consolidated Plan and 2019-2020 Annual Action Plan for Community Development Block Grant Funding Related to the CARES Act
5.     [RECEIVE AND FILE](#)     Vermont Avenue Traffic Calming Study Update
6.     [RESOLUTION NO. 21:004](#)     Approving and Adopting the Fiscal Year (FY) 2021 Midyear Municipal Operating and Capital Improvement Budget and Authorizing the City Manager to Administer Said Budget and Make Such Changes As May Be Necessary During the Fiscal Year to Maintain Standards and Levels of Services and Achieve the Intent of the City Council in Providing Municipal Services for FY 2021

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- |     |  |   |
|-----|--|---|
| 7.  | <a href="#"><u>RECEIVE AND FILE</u></a>  | Inclusionary Housing Report   |
| 8.  | <a href="#"><u>AWARD OF CONTRACT</u></a> | Civic Center Art Piece Commemorating the 19 <sup>th</sup> Amendment to the United States Constitution |
| 9.  | <a href="#"><u>AWARD OF CONTRACT</u></a> | Building and Safety Plan Check and Building Official Services   |
| 10. | <a href="#"><u>APPROVAL</u></a>          | Renewal of Facilities Use Agreement with Paramount Unified School District                            |
| 11. | <a href="#"><u>RECEIVE AND FILE</u></a>  | Update on Calendar Year 2021 Special Events   |
| 12. | <a href="#"><u>RECEIVE AND FILE</u></a>  | Proposed Commemoration Activities in Memory of COVID-19 Fatalities                                    |

#### **COMMENTS/COMMITTEE REPORTS**

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- Councilmembers
- Staff

#### **ADJOURNMENT**

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To a meeting on March 2, 2021 at 6:00 p.m.



FEBRUARY 16, 2021

ORDINANCE NO. 1143

“AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF PARAMOUNT  
RENEWING THE PETROLEUM PIPELINE FRANCHISE AGREEMENT WITH  
PACIFIC PIPELINE SYSTEM, LLC”

MOTION IN ORDER:

READ BY TITLE ONLY, WAIVE FURTHER READING, AND ADOPT  
ORDINANCE NO. 1143.

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:** February 16, 2021

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**Subject: ORDINANCE NO. 1143**

The City Council, at its regularly scheduled meeting on February 2, 2021, introduced Ordinance No. 1143 and placed it on the February 16, 2021 agenda for adoption.

**ORDINANCE NO. 1143**

**"AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF  
PARAMOUNT RENEWING THE PETROLEUM PIPELINE FRANCHISE  
AGREEMENT WITH PACIFIC PIPELINE SYSTEM, LLC"**

Attached is the agenda report from the February 2, 2021 meeting.

**RECOMMENDED ACTION**

It is recommended that the City Council read by title only, waive further reading, and adopt Ordinance No. 1143.



**To:** Honorable City Council  
**From:** John Moreno, City Manager  
**Cc:** Andrew Vialpando, Assistant City Manager  
**Date:** February 2, 2021

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**SUBJECT: ORDINANCE NO. 1143  
RENEWAL OF PETROLEUM PIPELINE FRANCHISE AGREEMENT  
WITH PACIFIC PIPELINE SYSTEM, LLC**

Situated adjacent to a global economy of petroleum and natural gas ports, the City of Paramount sits atop a robust network underground pipelines that run throughout Southern California and are maintained and operated by various petroleum franchises. Most of the petroleum pipelines originate many miles outside of Paramount but run beneath our City as part of a complex network of pipeline carrying product destined for larger ports in Long Beach and Los Angeles.

Pipelines that run within the State of California are regulated by the California Public Utilities Commission (CPUC). Federal and State law preempts the City from regulating the operation, design and construction of pipelines. However, the City is entitled to franchise fees paid for directly by the franchisees. Pipeline fees are set forth in CPUC Code Section 6231.5(3) and are based on the length and diameter of the pipeline, adjusted each year according to the Consumer Price Index (CPI).

For over 40 years, the City of Paramount has maintained a Franchise Agreement with various petroleum service companies for the operation of gasoline pipeline No. 63. Line No. 63 runs about 5,700 feet in length under El Camino Avenue, Alondra Boulevard, San Jose Avenue, and Ansmith Avenue. This pipeline has changed ownership over the years and is now serviced by Pacific Pipeline System, LLC (Pacific Pipeline). The Franchise Agreement for Line No. 63 expired in May 2019, and Pacific Pipeline has requested to renew the pipeline franchise for an additional 20 years. Pacific Pipeline is presently current in all its franchise payments, which are paid annually. According to the fee structure established by the CPUC, the estimated fee for Pacific Pipeline in 2021 is approximately \$3,800, and will increase according to the CPI in subsequent years.

It benefits the City to enter into a Pipeline Franchise Agreement so that we maintain some control and understanding in how they are maintained. For example, some of the provisions that are included in Franchise Agreements are that the franchisee must provide the City with copies of all environmental reports they file with environmental agencies; immediately notify the City in the event of a spill or environmental or safety threat; and, remediate damage according to applicable environmental laws.

Franchisees are strictly liable for all damage caused in connection with the use or operation of a franchise, or by any pipeline or other facility failure. This strict liability language under the CPUC Code is expressly included in the Franchise Agreement. As laws, regulations, development patterns, safety practices and pipeline technology change, staff recommends renewing the Agreements with Pacific Pipeline.

The City Council may enter into a Franchise Agreement by Ordinance, which requires a Public Hearing, and adoption at a subsequent meeting by the City Council. A Notice of Public Hearing for Ordinance No. 1143 was posted in the Paramount Journal on December 24, 2020 announcing a Public Hearing originally set for January 12, 2021, but was continued by the City Council this evening.

### **RECOMMENDED ACTION**

It is recommended that the City Council read by title only, waive further reading, introduce Ordinance No. 1143, and place it on the February 16, 2021 agenda for adoption.

Attachment – Ordinance No. 1143

CITY OF PARAMOUNT  
LOS ANGELES COUNTY, CALIFORNIA

**ORDINANCE NO. 1143**

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF  
PARAMOUNT RENEWING THE PETROLEUM PIPELINE FRANCHISE  
AGREEMENT WITH PACIFIC PIPELINE SYSTEMS, LLC

WHEREAS, Section 6202 of the California Public Utilities Code (CPUC), which was created in response to the Franchise Act of 1937, authorizes the legislative body of any municipality to grant a franchise to any person, firm, or corporation, whether operating under an existing franchise or not, to use, or to use, or to lay and use, pipes and appurtenances for transmitting and distributing gas or industrial gas for all purposes, or to use, or to lay and use, pipes and appurtenances for transmitting and distributing oil or products thereof for all purposes, under, along, across, or upon the public streets, ways, alleys, and places within the municipality, upon the terms and conditions provided in this chapter; and

WHEREAS, Section 6231(c) provides that the municipality is entitled to a franchise fee for any such operation of a pipeline that runs within its boundaries, pursuant to fees established in Section 6231.5(a) of the CPUC; and

WHEREAS, in 1999, the City Council for the City of Paramount ("City") adopted Ordinance No.904 establishing such a franchise fee through a Pipeline Franchise Agreement with Atlantic Richfield Company to operate Line No. 63, later assigned to Pacific Pipeline System, LLC., which is codified in Section 4.16, Article V of the Paramount Municipal Code ("Municipal Code"); and

WHEREAS, the Pipeline Franchise Agreement with Pacific Pipeline System, LLC. expired in May 2019; and

WHEREAS, Pacific Pipeline System, LLC. has submitted a request to the City to renew its Pipeline Franchise Agreement for operation of Line No. 63.

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

**SECTION 1.** The Recitals set forth hereinabove are true and correct and incorporated herein by reference as if fully set forth herein.

**SECTION 2.** The City Council hereby reauthorizes the Petroleum Pipeline Franchise Agreement with Pacific Pipeline System, LLC., as codified in Section 4.16, Article V of the Municipal Code, which shall be replaced in its entirety with the following:

## **Article 5. Pacific Pipeline System, LLC.**

### **4.16.470 Grant of franchise.**

The City hereby grants to Pacific Pipeline System, LLC., its successors and assigns, hereinafter referred to as "grantee" subject to the terms and conditions herein contained, the right, franchise and privilege from time to time, for a period of twenty (20) years from and after the effective date of Ordinance No. 1143, to install, operate, maintain, replace, change the size of, abandon in place and/or remove pipelines for transportation of oil, gas, gasoline, petroleum, wet gas, hydrocarbon substances, water, waste water, mud stream or other substances transportable by pipeline together with all appurtenances and service connections necessary or convenient to properly maintain and operate said pipelines, including cathodic protection facilities for the grantee's business, hereinafter collectively called "franchise property," within the public streets, highways, alleys and other public ways or public property, hereinafter collectively called "streets," of the City, as enumerated and described as follows:

All that portion under El Camino Avenue, Alondra Boulevard, San Jose Avenue, and Ansmith Avenue. The total length of this pipeline is 5,700 linear feet.

### **4.16.480 Term of franchise.**

This franchise shall expire twenty (20) years from and after the effective date hereof unless sooner terminated, by ordinance, as herein provided. City reserves the right to terminate this franchise to its expiration date in the event:

- A. Grantee fails to comply with any provisions hereof; provided, however, that if such failure of compliance shall be due to a cause beyond the reasonable control of grantee, the franchise shall not be so terminated. In the event grantee shall default in the performance of any of the terms, covenants or conditions herein and such default is curable, City shall give written notice to grantee to commence within ten days the work necessary to cure such default, and if grantee fails to comply with such notice, City may terminate this franchise.
- B. The time within which grantee is obligated to commence, perform or complete any obligation hereunder shall be extended for a period of time equal in duration to, and the commencement, performance or completion in the meantime shall be excused on account of and for and during the period of, any delay caused by strikes, threats of strikes, lockouts, war, threats of war, insurrection, invasion, acts of God, calamities, violent action of the elements, fire, action or regulation or any governmental agency, law or ordinance, impossibility of obtaining materials, or other things beyond the reasonable control of grantee.

The City shall give the grantee thirty (30) days notice of any termination proceedings.

### **4.16.490 Compensation to City.**

As consideration for the franchise granted herein, the Grantee shall pay to the City the following fees:

- A. Base annual fee: A base annual fee shall be paid within 60 days after the end of each calendar year and during the life of the franchise for each and every year, including the year of granting the franchise, according to the "franchise payment

period" as set forth in California Public Utilities Code Section 6231.5 (3), by multiplying the pipe length expressed in feet by the applicable base rate as follows:

Pipe Size (Internal)Diameter in inches	Base Rate Per Lineal Foot
0-4	\$0.088
6	0.132
8	0.176
10	0.220
12	0.264
14	0.308
16	0.352
18	0.396
20	0.440
22	0.484
24	0.528
26	0.572
28	0.616
30	0.660

For pipelines with an internal diameter not listed above, the fees shall be in the same proportion to the fees of a twelve (12) inch diameter pipe as the diameter of the unlisted pipe is to twelve (12) inches. The formula used in arriving at the annual fee shall apply to any existing, replacement, modification or extension of the pipeline.

B. Adjustments:

1. The amount of the fee provided for in subsection (a) of this Section, shall be adjusted at the time payment is due by multiplying the base fee by the "Consumer Price Index, All Urban Consumers for the Los Angeles - Anaheim - Riverside" area as published by the United States Department of Labor, Office of Information for the month of September immediately preceding the month in which payment is due and payable, and divided by the "Consumer Price Index for June 30, 1989 = 100.0."
2. In no event shall an annual fee be charged which is less than the base annual fee amount established by subsection (a) of this Section.
3. The indices specified in paragraph 1 of this subsection (b) are calculated and published by the United States Department of Labor, Bureau of Labor Statistics. If the Bureau discontinues the calculation or publication of the "Consumer Price Index, All Urban Consumers for the Los Angeles - Anaheim - Riverside area for June 30, 1989 = 100.0," and no transposition table is available to convert to another index, then the amount of each annual adjustment in base fees shall be computed by using a comparable governmental index.

- C. Proration of payments: In the event of abandonment of facilities, or in the event of removal of such facilities by the Grantee, or in the event of the grant of a franchise with an initial franchise payment period of less than one year, the annual franchise fee required under subsections (a) and (b) of Section 4 shall be prorated for the calendar year in which such removal or abandonment or grant occurs as of the end of the calendar month in which removed, abandoned or granted.

**4.16.500 Construction.**

- A. Location of franchise property. The location of any franchise property installed hereunder shall be first approved by the Public Works Director.
- B. Quality control. All franchise property installed and maintained hereunder shall be constructed in a good workmanlike manner and in conformity with all ordinances, rules or regulations now or hereafter adopted or prescribed by the City. All pipelines installed shall conform to applicable U.S.A. Standard Code for Pressure Piping, in its latest revision.
- C. Street excavations. Grantee shall have the right to make all necessary excavations in the streets for the purposes granted in this franchise, but nothing herein contained shall relieve grantee from the provisions of any ordinance or law that may be in force at the time, requiring permits to be obtained for street excavations before such work is commenced.

All excavation shall be made and refilled in strict compliance with all City ordinances that may be in effect at the time of the performance of the work and shall be so made as not to interfere unreasonably with the free use of the streets by the public.

Upon completion of the work for which street excavations are made, all portions of the street which have been excavated or otherwise damaged by such excavation work shall be restored to as good condition as they were in before the commencement of such work, to the satisfaction of the Public Works Director.

- D. Emergency work. The grantee shall promptly repair any leaks or breaks in pipelines and conduits. If any portion of any street shall be damaged by reason of breaks or leaks in any pipe or conduit constructed under this franchise, the grantee shall at its own expense take immediate steps to repair any such damage and restore such street to as good condition as it was before such a break or leak. The repair must be done to the satisfaction of the Public Works Director. Such emergency repair of franchise property may be commenced without prior permit provided that grantee shall notify the Public Works Director and the Los Angeles County Fire Department's Hazardous Materials Division as soon as a break or leak occurs. The grantee must still apply to the Public Works Director for a permit for emergency repair work no later than the next business day from the day the emergency occurred. The grantee shall promptly remove any contamination from streets and underground soil due to breaks and leaks of grantee's pipelines or conduits. The removal of contamination must be performed to the satisfaction of the Los Angeles County Fire Department's Hazardous Materials Division. Nothing



in the franchise shall be deemed to waive or release any claim the grantee may have against any third-party arising by reason of breaks or leaks in any pipe or conduit constructed under this franchise.

- E. Changes required by public improvements. If the Public Works Director shall determine that it is reasonable and necessary that franchise property be temporarily disconnected, abandoned, temporarily or permanently removed, temporarily or permanently relocated or substitute facilities installed, in order that the City, when acting in a governmental capacity, may relocate, change grade, construct, use, maintain, change or modify any street improvement or City-owned utility facilities, said Public Works Director shall give notice, in writing, to the grantee. Within thirty (30) days after the service of such notice upon the grantee, the grantee shall at its sole cost and expense begin and diligently prosecute the necessary work to completion. Upon failure to do so, the Public Works Director may cause said work to be completed and the grantee shall immediately pay for the same upon presentation of an itemized account of the cost thereof.

In the event that any franchise property is required to be abandoned in or permanently removed from any street or portion thereof affected, the Public Works Director shall approve such additional street location or locations as may be necessary to permit the installation of substitute facilities.

- F. Abandonment of franchise property. The public works director, upon such terms and conditions as he may determine, may give grantee permission to abandon, without removing, franchise property installed under the franchise. The length of any pipe line, abandoned with such permission, shall not be considered in calculating payments due under the franchise following the date the public works director or his designated representative has inspected and approved in writing the abandonment work. The ownership of all franchise property so abandoned shall thereafter vest in the City.

#### **4.16.510 Guarantee and responsibility.**

- A. Bond. This franchise is granted on the condition that the grantee shall at all times during the life of this franchise keep on file with the City a Faithful Performance Bond running to the City in the sum of \$5,000.00 executed by a reputable surety entitled to do business in the State of California. The said bond shall contain the conditions that the grantee shall well and truly observe, fulfill and perform each and every term and condition of this franchise, and that in case of any breach of any condition of said bond, the whole amount of the sum therein named shall be taken and deemed to be liquidated damages and shall be recoverable from the principal and from the sureties upon said bond. The provisions of this section shall not exempt the grantee from compliance with any of the laws of the City in force during the term thereof which required the grantee to post a bond other than the bond required by this section.

However, where the grantee desires to show other evidence of financial responsibility for faithful performance, acceptable to the Public Works Director, the above Bond requirements may be waived by said Public Works Director.

- B. Indemnification. The grantee, by the acceptances or use of the franchise hereby granted, agrees to keep and save free and harmless the City, its officers, agents, or employees against any and all claims, demands or causes of action which may be asserted, prosecuted or established against them, or any of them, for damage to persons, or property, of whatsoever nature, arising out of the use by it of the City streets hereunder or arising out of any of the operations or activities of the grantee pursuant to this franchise, whether such damages shall be caused by negligence, excepting therefrom, however, any claim, demand or cause of action, which may be asserted, prosecuted or established against the City under the provisions of the Workman's Compensation Act for injury to, or the death of any of the City's officers, agents, or employees while acting within the scope of their employment and further excepting therefrom any claim, demand, or cause of action arising out of the negligence of the City, its officers, agents, and/or employees.
- C. Avoidance of liability of City. The grantee shall further deposit with the City clerk a certificate of insurance naming the City as additionally insured in connection with this franchise, in the principal amount of at least ten million dollars (\$10,000,000).

**4.16.560 Franchise not assignable.**

Grantee shall not permit any right or privilege granted by the franchise to be exercised by another, nor shall the franchise or any interest therein or any right or privilege thereunder by in whole or in part sold, transferred, leased, assigned, or disposed of except to a corporation, merger, or reorganization, or to a subsidiary of grantee, or to any person, firm or corporation without the consent of the City expressed by resolution; provided, however, that the provisions of the franchise shall not require any such consent and no consent shall be required for any transfer by grantee in trust or by way of mortgage or hypothecation covering all or part of grantee's property, which transfer, mortgage or hypothecation shall be for the purpose of securing an indebtedness of grantee or for the purpose of renewing, extending, refunding, retiring, paying or canceling in whole or in part any such indebtedness at any time or from time to time. Any such sale, lease, assignment, or other disposition of this franchise, whether requiring the consent of the City or otherwise, shall be evidenced by a duly executed instrument in writing filed in the office of the City clerk within thirty days after such sale, lease, assignment, or other disposition. In addition, if the requested assignment is to an affiliate or to a joint venture in which grantee is a partner, the City shall not unreasonably withhold its consent to such assignment.

**4.16.570 Filing of maps.**

Within ninety days following the date in which any franchise property has been installed, relocated, removed or abandoned under this franchise, the grantee shall file a map or maps in such form as may be required by the public works director showing the location, length, and size of all such facilities so installed, relocated, removed, or abandoned.

**4.16.580 Acceptance.**

This franchise is granted and shall be held and enjoyed only upon the terms and conditions herein contained, and the grantee shall, within thirty (30) days after the adoption of this Ordinance granting said franchise, file with the City Clerk of the City of Paramount a written acceptance of such terms and condition.

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

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

PASSED, APPROVED AND ADOPTED by the City Council of the City of Paramount this 16th day of February 2021.

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Peggy Lemons, Mayor

ATTEST

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Heidi Luce, City Clerk

FEBRUARY 16, 2021

PUBLIC HEARING

ORDINANCE NO. 1148/ZONE CHANGE NO. 230

“AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF PARAMOUNT AMENDING ORDINANCE NO. 178, THE COMPREHENSIVE ZONING ORDINANCE, APPROVING ZONE CHANGE NO. 230, CHANGING THE OFFICIAL ZONING MAP OF THE CITY OF PARAMOUNT FROM C-3 (GENERAL COMMERCIAL) TO PD-PS (PLANNED DEVELOPMENT WITH PERFORMANCE STANDARDS)/ MIXED-USE COMMERCIAL AND SENIOR ASSISTED/INDEPENDENT LIVING FACILITY AT 16675-16683 PARAMOUNT BOULEVARD IN THE CITY OF PARAMOUNT”

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

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

CONTINUED... PLEASE TURN PAGE

E. MOTION IN ORDER:

READ BY TITLE ONLY, WAIVE FURTHER READING, REINTRODUCE  
ORDINANCE NO. 1148/ZONE CHANGE NO. 230, AND PLACE IT ON  
THE NEXT REGULAR AGENDA FOR ADOPTION.

MOTION:

MOVED BY: \_\_\_\_\_

SECONDED BY: \_\_\_\_\_

[ ] APPROVED

[ ] DENIED

ROLL CALL VOTE:

AYES: \_\_\_\_\_

NOES: \_\_\_\_\_

ABSENT: \_\_\_\_\_

ABSTAIN: \_\_\_\_\_



**To:** Honorable City Council  
**From:** John Moreno, City Manager  
**By:** John Carver, Planning Director  
**Date:** February 16, 2021

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**Subject: ORDINANCE NO. 1148/ZONE CHANGE NO. 230  
16675-16683 PARAMOUNT BOULEVARD**

### **Background**

This item is a request by Nima Golshani to change the official Zoning Map from C-3 (General Commercial) to PD-PS (Planned Development with Performance Standards)/ Mixed-Use Commercial and Senior Assisted/Independent Living Facility at 16675-16683 Paramount Boulevard in the C-3 (General Commercial) zone. The zone change would allow for a mixed-use development that contains two retail suites on the bottom floor, with senior assisted/independent living units on the second and third floors.

At its January 12, 2021 meeting, the City Council approved Resolution No. 21:003/General Plan Amendment No. 20-2, changing the General Plan Land Use designation from Central Business District to Mixed-Use Commercial and Senior Assisted/Independent Living Facility at the subject site. The City Council also introduced Ordinance No. 1148/Zone Change No. 230 and placed it on the Consent Calendar for the February 2, 2021 City Council meeting for adoption.

### **Parking Concerns**

In addition to the retail suites and the assisted/independent living units, 27 parking places were proposed on the ground floor. After further review of the proposed uses for the two retail suites, staff requested that Ordinance No. 1148 be removed from the Consent Calendar at the February 2 City Council meeting. This would allow more time for staff to revise the proposed allowable retail uses to minimize potential parking issues that could negatively impact the surrounding neighborhood streets.

### **Conditional Use Permit Option**

In general, a CUP is required for certain business that have characteristics that could be disturbing to the surrounding area where a business is located. For example, bars tend to be open late into the evening, and when evaluating a proposed bar, nuisance factors such as noise and its impact to an area must be examined. Another example involves

medical offices which have a high demand for parking. A CUP is required for a medical office to ensure that a proposed location has sufficient parking and will not generate issues for an area.

To address the parking concerns for this project, a condition has been added to the ordinance that requires a CUP for every business in the ground floor retail suites. This requirement would include apparel shops, florists, and beauty salons, as well as a wine shop, a restaurant, and a medical office. By requiring a CUP for every use, the individual characteristics of every proposed business would be evaluated in more detail with more public transparency. If a review determines that a certain use would generate more parking than can be accommodated at the development, that use could be denied. Alternatively, if a business would create a parking issue, but was able to secure parking at a site in the vicinity, the use could be approved.

By requiring a CUP for every business in the proposed development there is an assurance that all nuisance factors, including parking, will be evaluated on an individual basis. The CUP process will allow for careful analysis of each proposed business to ensure that the neighborhood surrounding the development will not be negatively impacted.

### **Future Parking Evaluation**

In the future, a more comprehensive parking analysis of the surrounding area, which is the southern commercial gateway to Downtown Paramount, will be undertaken. Such a study will provide an improved understanding of parking needs for such a mixed-use development in the context of the surrounding neighborhood with sensitivity to a shortage of street parking.

### **Environmental Assessment**

The City Council reviewed a Mitigated Negative Declaration for this project in connection with Resolution No. 21:003/General Plan Amendment No. 20-2 at its January 12, 2021 meeting.

### **RECOMMENDED ACTION**

It is recommended that the City Council read by title only, waive further reading, reintroduce Ordinance No. 1148, and place it on the next regular agenda for adoption.

CITY OF PARAMOUNT  
LOS ANGELES COUNTY, CALIFORNIA

**ORDINANCE NO. 1148**

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF PARAMOUNT AMENDING ORDINANCE NO. 178, THE COMPREHENSIVE ZONING ORDINANCE, APPROVING ZONE CHANGE NO. 230, CHANGING THE OFFICIAL ZONING MAP OF THE CITY OF PARAMOUNT FROM C-3 (GENERAL COMMERCIAL) TO PD-PS (PLANNED DEVELOPMENT WITH PERFORMANCE STANDARDS)/ MIXED-USE COMMERCIAL AND SENIOR ASSISTED/INDEPENDENT LIVING FACILITY AT 16675-16683 PARAMOUNT BOULEVARD IN THE CITY OF PARAMOUNT

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

**SECTION 1.** The Recitals set forth hereinabove are true and correct and incorporated herein by reference as if fully set forth herein.

**SECTION 2. Purpose and Findings.** The City Council finds and declares as follows:

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

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

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

WHEREAS, the Planning Commission held a duly noticed public hearing on December 8, 2020 at which time it reviewed criteria for amending the Zoning Map, considered all evidence presented, both written and oral, and at the end of the hearing voted to adopt Resolution No. PC 20:037, recommending that the City Council adopt this Ordinance; and

WHEREAS, the City Council held a duly noticed public hearing on this Ordinance on February 6, 2021, at which time it considered all evidence presented, both written and oral.



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

**SECTION 3.** The official Zoning Map of the City of Paramount adopted by Ordinance No. 178 on February 20, 1962 is amended as shown on the map attached hereto, marked Exhibit "A", to be zoned PD-PS (Planned Development with Performance Standards)/Mixed-Use Commercial and Senior Assisted/Independent Living Facility. Said change shall be made on the official Zoning Map of the City of Paramount.

Said zone change shall be subject to the following conditions:

Permitted uses – general:

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

1. Mixed-use rental housing. Rental housing units for senior citizens, as defined in Section 51.3 of the California Civil Code, excluding the first (ground) floor of a building, provided the first floor contains commercial uses.
2. Animals. Dogs and cats as household pets within approved housing units, provided that the total number is any combination thereof shall not exceed two per housing unit. Livestock, including cattle, sheep, goats, horses, rabbits, rodents, poultry, fowl, and pigeons are prohibited.
3. Home garden. A home garden is permitted as a complement or accessory to a completed development project.
4. Home occupation. A Home Occupation Permit may be granted pursuant to Section 17.08.020 of the Paramount Municipal Code for residents in approved housing units.
5. Parking structure. A parking facility is permitted as a complement to a mixed-use commercial and senior assisted and senior independent living facility.
6. Signs. Signs that comply with the Central Business District Design Standards are permitted with Planning Department review and approval of a sign plans.

Permitted uses – first (ground) floor only; subject to a conditional use permit:

1. Alcoholic beverage sales for consumption off-premises
2. Any establishment offering alcoholic beverages for sale for consumption on the premise
3. Apparel shops

4. Art galleries
5. Art supply stores
6. Bakeries without customer seating
7. Barber shops, beauty shops, or nail salons
8. Bars or cocktail lounges with prepared food as a majority of gross sales
9. Bicycles sales and repair shops
10. Book and stationery stores
11. Breweries, wineries, and/or distilleries with taproom or brewpub
12. Candy stores and confectioneries
13. Consumer electronics shops, including the sale of mobile phones and accessories
14. Cookware shops
15. Craft shops
16. Culinary schools with storefront visibility
17. Drug stores/pharmacies
18. Dry cleaners
19. Florist shops
20. Freestanding automated teller machines (ATMs)
21. Furniture stores, excluding furniture rentals
22. Garden supply stores (excluding hydroponics stores)
23. Insurance agencies
24. Jewelry stores
25. Linen shops
26. Mail and shipping services
27. Medical, dental, and optometrist use

28. Museums
29. Musical instrument shops
30. Office and professional uses (excluding medical, dental, and optometrist uses)
31. Party supply stores
32. Pet supply stores
33. Real estate brokers and sales offices
34. Restaurants (walk-in), bakeries with customer seating, coffee shops, fast food uses, take-out food service or other such retail food establishments
35. Shoe stores and shoe repair shops
36. Sporting goods
37. Studios (dance and fitness, recording, art, and music)
38. Tailor services
39. Toy/hobby retail shops
40. Wine bars
41. Wine shops devoted exclusively to sales of wine

Prohibited uses:

1. Adult novelty shop
2. Automotive part and automotive accessory sales
3. Automotive repair or service of any kind whatsoever
4. Bars or cocktail lounges, where no food is served
5. Billiard parlors
6. Check cashing, payday loans, and auto title loans
7. Day care centers (child and adult)
8. Discount grocery stores

9. Drive-through establishments of any type
10. Food voucher markets
11. Fraternal or social organizations
12. Gold and silver exchanges
13. Internet cafes/cyber cafes
14. Manufacturing uses of any kind
15. Massage establishments
16. Pawn shops
17. Public assemblies including religious assemblies and institutions
18. Retail sales of used merchandise, excluding antique shops
19. Swap meets
20. Tire shops, sales or service
21. Tobacco shops
22. Vocational schools (excluding culinary schools with storefront visibility)

Performance standards:

1. Permitting. All uses that require a conditional use permit shall obtain a conditional use permit before operating.
2. Vehicle repair. The repair or dismantling of any vehicle within the PD-PS (Planned Development with Performance Standards) zone is prohibited.
3. Commercial trucks/trailers. The parking or storage of trailers or commercial trucks is prohibited.
4. Vehicle parking. The parking of any vehicle in any area other than the garage or driveway is prohibited.
5. Recreational vehicles prohibited. The parking or outdoor storage of any recreational vehicle is prohibited. Such recreational vehicles shall include, but are not limited to motorhomes, boats, travel trailers, and transport trailers.

6. Satellite dish. The installation of a satellite dish shall not be visible from a public street.
7. Pole/antennae. No television or radio poles, antennae, or other external fixtures other than those originally installed by the developer and any replacements thereof, shall be constructed, erected, or maintained.
8. Clotheslines. Clotheslines shall not be visible from the public right-of-way.
9. Trash/recyclables. Trash, recyclables, garbage, or other waste shall be kept only in sanitary containers that shall be stored in a location so as not to be visible from the public right-of-way. All of said aforementioned containers shall be kept and maintained within the walls of the designated trash room of the approved building except when being emptied by a collector.
10. Storage. The storage or accumulation of junk, trash, and other offensive or noxious materials is specifically prohibited. No burning on any lot shall be permitted except in fireplaces or barbecues, if any. No lumber, metals, machinery, equipment or building materials shall be kept, stored, or allowed to accumulate. Tenant storage shall be limited to the accessory storage on the premises and shall be within the approved and enclosed building.
11. Modifications. No alterations or modifications to the exterior of the buildings, fences, railings, walls or other improvements constructed on the lot, and no changes to the grade or drainage pattern of the lot, shall occur without the prior consent of the Planning Director.
12. Home gardens. Edible plant materials shall be promptly harvested and removed when mature or ripe. Plants not harvested for consumption shall be promptly removed or tilled into the soil. Planting areas fallowed between growing seasons shall be covered with mulch or similar material or otherwise maintained in clean condition until the next planting period. Weeds shall be promptly removed. Actions shall be taken to prevent and eliminate pests.

Development standards:

1. Setbacks. Building setbacks are to be as shown on the submitted site plan and made by reference a part of this zone change.
2. Parking. Vehicular parking shall be provided and accessible as shown on the approved site plan.
3. Signage. Signs that comply with the Central Business District Design Standards are permitted with Planning Department review and approval of a sign plans.

4. Mailboxes. Mailboxes shall be installed by the developer and maintained in perpetuity.
5. Fences, etc. Perimeter fencing requires separate Planning Department review and approval.
6. Security bars. No wrought iron, metal, steel, etc. security bars shall be installed on exterior of any window. All exterior doors must be able to open without special knowledge or tools.
7. Tarps. The use of tarps is prohibited.
8. Landscaping/irrigation. Landscaping and irrigation shall comply with the Water-Efficient Landscape Provisions of the Paramount Municipal Code.
9. Security wire. No barbed wire, concertina wire, razor wire or cut glass shall be installed.
10. Business entrances. Ground floor tenant spaces shall have their primary entrance located adjacent to the public street or sidewalk.

Compliance with Chapter 17.72 of the Paramount Municipal Code relating to the PD-PS (Planned Development with Performance Standard) zoning.

This zone change shall comply with all conditions set forth in Chapter 17.72 of the Paramount Municipal Code dealing with the PD-PS (Planned Development with Performance Standards) zone.

**SECTION 4. California Environmental Quality Act (CEQA).** The City Council adopted a Mitigated Negative Declaration for this project in connection with Resolution No. 21:003/General Plan Amendment No. 20-2.

**SECTION 5. 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 6. 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 2<sup>nd</sup> day of March 2021.

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Peggy Lemons, Mayor

Attest:

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Heidi Luce, City Clerk

FEBRUARY 16, 2021

ORAL REPORT

2020 PUBLIC SAFETY YEAR IN REVIEW





**To:** Honorable City Council

**From:** John Moreno, City Manager

**By:** Adriana Lopez, Public Safety Director  
Anthony Martinez, Management Analyst II

**Date:** February 16, 2021

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**Subject: 2020 PUBLIC SAFETY YEAR IN REVIEW**

Lakewood Sheriff's Station Captain David Sprengel will present the Public Safety Year in Review that highlights the 2020 crime statistics. Deputy District Attorney Kelly Tatman will present the legal challenges faced in 2020 followed by proposed legislation for 2021.

**RECOMMENDED ACTION**

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

H:\MANAGEMENT\WP\COUNCIL REPORTS\2020 PUBLIC SAFETY YEAR IN REVIEW RPT. 2.16.21.DOCX

FEBRUARY 16, 2021

PUBLIC HEARING

AMENDMENTS TO THE 2017-2021 CONSOLIDATED PLAN AND 2019-2020 ANNUAL ACTION PLAN FOR COMMUNITY DEVELOPMENT BLOCK GRANT FUNDING RELATED TO THE CARES ACT

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

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

- E. MOTION IN ORDER:  
APPROVE OF THE PROPOSED ACTIVITIES AND AUTHORIZE THE CITY MANAGER TO MAKE MODIFICATIONS TO THE PROGRAMS AS NEEDED TO COMPLY WITH HUD REGULATIONS AND SUBMIT THE PLAN AMENDMENTS TO HUD.

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  
Esther Luis, Consultant  
**Date:** February 16, 2021

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**Subject: PUBLIC HEARING REGARDING AMENDMENTS TO THE 2017-2021 CONSOLIDATED PLAN AND 2019-2020 ANNUAL ACTION PLAN FOR COMMUNITY DEVELOPMENT BLOCK GRANT FUNDING RELATED TO THE CARES ACT**

### Summary

The United States Congress passed the Coronavirus Aid, Relief, and Economic Security (CARES) Act and the President signed it into law on March 27, 2020 authorizing \$2.2 trillion in a variety of stimulus measures to prevent, prepare for, and respond to the COVID-19 pandemic. Included in that legislation are \$2 billion for the Community Development Block Grant (referred to as "CDBG-CV") program, of which, the City of Paramount received \$466,928 in CDBG-CV1 funds. An additional \$2 billion in CDBG-CV funds are being allocated to states and local governments and the City of Paramount will receive \$468,314 in CDBG-CV3 funds for a cumulative total of \$935,242 of CARES Act funding.

Staff has also developed program guidelines for each of these programs and will continue to modify guidelines, as necessary, to comply with program requirements. Staff will also contract with a non-profit organization and consulting firm to assist with the administration and implementation of the proposed programs.

### Background

The U.S Department of Housing and Urban Development (HUD) has notified the City of Paramount that it will receive a total of \$468,314 in a supplemental allocation of CDBG funds under the CARES Act (CDBG-CV3). This is in addition to the earlier allocation of \$466,928 under the CARES Act (CDBG-CV1). The total cumulative CARES Act CDBG-CV funding allocated to the City of Paramount is \$935,242, which will be used to prevent, prepare for, and respond to the COVID-19 pandemic. The CARES Act CDBG-CV funding is also in addition to the City's annual allocations of Community Development Block Grant (CDBG) and HOME Investment Partnerships (HOME) funds from HUD.

To receive these emergency CDBG-CV funds, Council must amend the City's 2017-2021 Consolidated Plan, which was adopted on May 2, 2017. The required amendment must

identify program activities that will be conducted with CDBG-CV funding allocations. An amendment approving the CDBG-CV1 program activities was approved on May 19, 2020. Council must further amend the City's 2017-2021 Consolidated Plan to allocate newly awarded CDBG-CV3 funds.

Council must also amend the City's 2019-2020 Annual Action Plan, which was adopted on May 7, 2019. An amendment outlining how COVID-19-related emergency funding would be used was approved on May 19, 2020. Council must further amend the City's 2019-2020 Annual Action Plan to reallocate funds between CDBG-CV1 programs, allocate newly-awarded CDBG-CV3 funds, and remove 2019-2020 CDBG funding for use with CDBG-CV programs.

### CDBG-CV Programs and Funding

Staff has identified emergency rental assistance, mortgage assistance, small business assistance, and homeless prevention services as eligible activities under the CDBG-CV program. All CDBG-funded activities are required to meet one of three national objectives: 1) benefit low- and moderate-income residents; 2) aid in the prevention or elimination of slums or blight; and 3) address an urgent unforeseen emergency. Staff recommends the activities below that will benefit low- and moderate-income residents and businesses.

- **Emergency Rental Assistance Grant Program**

The program will provide emergency rental assistance grants to income-eligible tenants economically impacted during the COVID-19 pandemic through job loss, furlough or reduction in hours or pay, residing in the City of Paramount.

Monthly rental assistance will be provided up to \$2,000 per household for a period of up to two (2) consecutive months through direct payment to a bona fide landlord, property management agent or company. Assistance will be limited to the actual amount(s) due or past due.

- **Emergency Mortgage Assistance Grant Program**

The program will provide emergency mortgage assistance grants to income-eligible homeowners economically impacted during the COVID-19 pandemic through job loss, furlough or reduction in hours or pay, residing in the City of Paramount.

Monthly mortgage assistance will be provided up to \$2,000 per household for a period of up to two (2) consecutive months. Assistance will be limited to the actual amount(s) due or past due.

- **Emergency Small Business Assistance Grant Program**

The program will provide emergency grants to Paramount-based businesses that have been impacted by COVID-19, the Governor of California's Executive Order, and/or the Los Angeles County Public Health Order "Safer at Home". With the health order requiring many businesses to be closed, or restaurants that must pivot to takeout

only, many businesses are unable to pay employees, are unable to pay their commercial rent, and will not have enough cash-flow to be able to re-stock, re-supply, and re-staff their businesses.

One-time grants up to \$10,000 will be provided to assist small businesses retain employees and continue to provide quality services to the City of Paramount.

- **Homeless Prevention Services**

Funds will assist Paramount residents who are experiencing homelessness or are at risk of homelessness as a result of the COVID-19 pandemic. Services would include:

- Short-term hotel/motel expenses
- Case Management for diversion, prevention, navigation, placement, and retention
- Move-in assistance including application fees, appliances, and furniture, and in some cases security deposit and first month's rent
- Family transitional and emergency shelter
- Employment Readiness: Certification programs, Educational requirements for employment growth
- Educational material for financial literacy instruction
- Vehicle repair, vehicle purchase, bus passes, or other transportation expenses

- **CDBG -CV Program Administration (20% cap)**

Funds will be utilized for administration of program activities. These funds will cover staff salaries and consultant costs that are associated with administering, monitoring, and auditing the programs for compliance with applicable regulations. HUD allows up to 20% of its CDBG-CV funds to be allocated for administration.

The following CDBG-CV1 program activities were approved May 19, 2020:

<b>Programs</b>	<b>CDBG-CV1 Funds</b>	<b>CDBG Funds</b>	<b>Total</b>
Emergency Rental Assistance Grant Program	\$ 93,386	\$ 31,614	\$ 125,000
Emergency Mortgage Assistance Grant Program	\$ 93,386	\$ 31,614	\$ 125,000
Emergency Small Business Assistance Grant Program	\$ 186,771	\$ 58,229	\$ 245,000
CDBG-CV Program Administration	\$ 93,385	\$ -	\$ 93,385
<b>Total</b>	<b>\$ 466,928</b>	<b>\$ 121,457*</b>	<b>\$ 588,385</b>

\* Re-allocation of 2019-2020 FY Commercial Rehabilitation Program funds in the amount of \$121,457.

Staff is recommending reallocating funds between CDBG-CV1 programs, allocate newly-awarded CDBG-CV3 funds, and remove 2019-2020 CDBG funding for use with CDBG-CV programs as follows:

<b>Programs</b>	<b>CDBG-CV1 Funds</b>	<b>CDBG-CV3 Funds</b>	<b>CDBG Funds*</b>	<b>Total</b>
Emergency Rental Assistance Grant Program	\$ 93,386	\$ 38,727	\$ 0	\$ 132,113
Emergency Mortgage Assistance Grant Program	\$ 43,386	\$ 0	\$ 0	\$ 43,386
Emergency Small Business Assistance Grant Program	\$ 186,771	\$ 230,000	\$ 0	\$ 416,771
Homeless Prevention Services	\$ 50,000	\$ 105,925	\$ 0	\$ 155,925
CDBG-CV Program Administration	\$ 93,385	\$ 93,662	\$ 0	\$ 187,047
<b>Total</b>	<b>\$ 466,928</b>	<b>\$ 468,314</b>	<b>\$ 0</b>	<b>\$ 935,242</b>

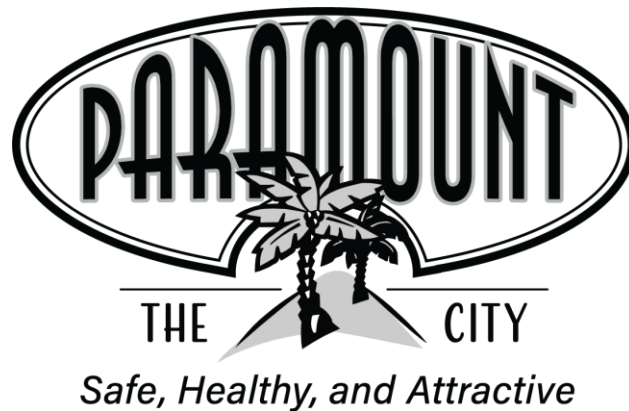
\* The City will no longer allocate \$121,658 of CDBG funds to CDBG-CV programs since the City will be receiving additional CDBG-CV3 funds. \$121,658 of CDBG funds will be available for reprogramming for FY2021-2022.

#### 2017-2021 Consolidated Plan and 2019-2020 Annual Action Plan Amendments

Draft Amendments to the 2017-2021 Consolidated Plan and 2019-2020 Annual Action Plan are included with this report as Attachment 1. Due to the emergency nature of COVID-19 pandemic, certain HUD regulations have been waived or modified in order to expedite the release and expenditure of CDBG-CV funding. One such waiver includes the reduction from 30 days to five days for public review of the Annual Action Plan and Consolidated Plan amendments. In accordance with HUD guidelines, a notice was posted on the City's website on February 11, 2021 advising of the five-day public review period and the February 16, 2021 City Council public hearing. Following City Council approval of the reallocation between CDBG -CV1 programs, allocation of newly-awarded CDBG-CV3 funding and removal of 2019-2020 CDBG funding for use with CDBG-CV programs, staff will submit the Amendments to the 2017-2021 Consolidation Plan and 2019-2020 Annual Action Plan to HUD for approval.

#### **RECOMMENDED ACTION**

It is recommended that the City Council conduct a public hearing, approve of the proposed activities and allocations, and authorize the City Manager to make modifications to the programs as needed to comply with HUD regulations and submit the plan amendments to HUD.



**DRAFT  
AMENDMENT TO THE  
2017-2021 CONSOLIDATED PLAN  
AND 2019-2020 ACTION PLAN  
COMMUNITY DEVELOPMENT BLOCK GRANT  
COVID-19 ALLOCATION**

**February 2021**

City of Paramount  
Finance Department  
16400 Colorado Avenue  
Paramount, CA 90723  
[paramountcity.com/community/cdbg](http://paramountcity.com/community/cdbg).



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### **Appendices (To be inserted prior to submission to HUD)**

- Appendix A   Citizen Participation
- Appendix B   SF-424, SF-424D, Certifications

# Executive Summary

## Background

Congress passed the Coronavirus Aid, Relief, and Economic Security (CARES) Act and the President signed it on March 27, 2020 authorizing \$2.2 trillion in a variety of stimulus measures to prevent, prepare for, and respond to the COVID-19 pandemic. The law includes \$2 billion Community Development Block Grant (CDBG-CV1) for entitlement communities and an additional \$2 billion Community Development Block Grant (CDBG-CV3) for states and local governments. The City of Paramount receives regular formula-based entitlement grants of CDBG and HOME funds through the United States Department of Housing and Urban Development (HUD) each year.

## Sources

The City of Paramount will receive the following grant from HUD under the CARES Act:

CDBG-CV1	\$466,928
CDBG-CV3	\$468,314
Cumulative Total	\$935,242

These funds are separate and distinct from the City's regular CDBG funds. Subject to the CARES Act guidance-CDBG-CV Notice dated August 7, 2020 issued from HUD, the City Council is responsible for determining how CDBG-CV funds will be used to prevent, prepare and respond to the COVID-19 virus. In consultation with various City departments, this submission to the City Council requests approval to invest CARES Act funding for the CDBG-CV activities listed below.

## Proposed Uses of Community Development Block Grant (CDBG-CV)

### CDBG-CV1

Emergency Rental Assistance Grant Program	\$ 93,386
Emergency Mortgage Assistance Grant Program	\$ 43,386
Emergency Small Business Grant Program	\$186,771
Homeless Prevention Services	\$ 50,000
CDBG-CV Program Administration	\$ 93,385

### CDBG-CV3

Emergency Rental Assistance Grant Program	\$ 38,727
Emergency Mortgage Assistance Grant Program	\$ 0
Emergency Small Business Grant Program	\$230,000
Homeless Prevention Services	\$105,925
CDBG-CV Program Administration	\$ 93,662

## **CUMULATIVE TOTAL**

Emergency Rental Assistance Grant Program	\$132,113
Emergency Mortgage Assistance Grant Program	\$ 43,386
Emergency Small Business Grant Program	\$416,771
Homeless Prevention Services	\$155,925
CDBG-CV Program Administration	\$187,047

The City will no longer allocate \$121,658 of CDBG funds to CDBG-CV programs since the City will receive additional CDBG-CV3 funds. These CDBG funds will be available for reprogramming for FY2021-2022.

## AP-15 Expected Resources

The CARES Act allocations from HUD include \$466,928 of CDBG-CV1 and \$468,314 of CDBG-CV3 funds for a cumulative total of \$935,242. The period of performance for this funding assistance specified in the Funding Approval/Agreement shall be six years.

**Table 1 – Expected Resources**

Program	Uses of Funds	Expected Amount Available				Narrative Description
		Allocation:	Program Income:	Prior Year Resources:	Total:	
CDBG-CV	Admin and Planning					CARES Act allocation of CDBG to address COVID-19
	Economic Development	\$935,242	\$0	\$0	\$935,242	
	Housing					

### Matching Requirements

The Cares Act allocations of CDBG-CV funds do not require a local matching funds contribution.

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Note: Information on this page will also be used to update the 2017-2021 Consolidated Plan “SP-35 Anticipated Resources” section, adding the CDBG-CV allocations shown in Table 1.

## AP-20 Goals and Objectives

### Goals Summary Information

**Table 2 – Goals and Objectives**

Goal Name	Time Period	Category	Needs Addressed	Funding	Goal Outcome Indicator
<b>Goal 1 CDBG-CV Emergency Assistance Includes Program Admin</b>	2019 - 2022	Affordable Housing	Urgent Need for assistance to address COVID- 19	CDBG-CV: \$362,546	Rental Assistance: 55 Households Assisted  Mortgage Assistance: 10 Households Assisted
<b>Description:</b> Subject to the CARES Act and policy from HUD, including program regulations and waivers, CDBG-CV funds will be used to provide vital public services designed to prevent, prepare for, and respond to the COVID-19 pandemic. This includes activities administered by the City of Paramount and/or its sub-recipients to address housing needs of Paramount residents.					
<b>Goal 2 CDBG-CV Emergency Economic Opportunity</b>	2019 - 2022	Non-Housing Community Development	Urgent Need for assistance to address COVID- 19	CDBG-CV: \$416,771	Business Assistance: 35 Businesses Assisted
<b>Description:</b> Subject to the CARES Act and policy from HUD, including program regulations and waivers, CDBG-CV funds will be used to provide vital public services designed to prevent, prepare for, and respond to the COVID-19 pandemic. This includes activities administered by the City of Paramount and/or its sub-recipients to address business needs of Paramount businesses.					
<b>Goal 2 CDBG-CV Public Services</b>	2019 - 2022	Non-Housing Community Development	Urgent Need for assistance to address COVID- 19	CDBG-CV: \$155,925	People: 60 Assisted (15 Households)
<b>Description:</b> Subject to the CARES Act and policy from HUD, including program regulations and waivers, CDBG-CV funds will be used to provide vital public services designed to prevent, prepare for, and respond to the COVID-19 pandemic. This includes activities administered by the City of Paramount and/or its sub-recipients to address homelessness needs of Paramount residents.					

Note: Information from this page will also be used to update the 2017-2021 Consolidated Plan “SP-45 Strategic Plan Goals” section, adding the two goals shown in Table 2.

## AP-35 Projects and activities

To address the CDBG-CV goals, the City of Paramount will invest these funds for the project activities shown in the tables below.

**Table 3 – CDBG-CV Project and Activities**

1	<b>Project Name</b>	Emergency Rental Assistance Grant Program
	<b>Target Area</b>	Citywide
	<b>Goals Supported</b>	CDBG-CV Emergency Assistance
	<b>Needs Addressed</b>	Housing
	<b>Funding</b>	CDBG-CV: \$132,113
	<b>Description</b>	Subject to the CARES Act and policy from HUD, including program regulations and waivers, CDBG-CV funds will be used to provide services designed to prevent, prepare for, and respond to the COVID-19 pandemic. The program will provide emergency rental assistance grants to income-eligible tenants economically impacted during the COVID-19 pandemic through job loss, furlough or reduction in hours or pay, residing in the City of Paramount.
	<b>Target Date</b>	6/30/2022
	<b>Estimate the number and type of families that will benefit</b>	55 Households
	<b>Location</b>	Citywide
	<b>Planned Activities</b>	Emergency Rental Assistance Grant Program \$132,113

2	<b>Project Name</b>	Emergency Mortgage Assistance Grant Program
	<b>Target Area</b>	Citywide
	<b>Goals Supported</b>	CDBG-CV Emergency Assistance
	<b>Needs Addressed</b>	Housing
	<b>Funding</b>	CDBG-CV: \$43,386
	<b>Description</b>	Subject to the CARES Act and policy from HUD, including program regulations and waivers, CDBG-CV funds will be used to provide services designed to prevent, prepare for, and respond to the COVID-19 pandemic. The program will provide emergency mortgage assistance grants to income-eligible homeowners economically impacted during the COVID-19 pandemic through job loss, furlough or reduction in hours or pay, residing in the City of Paramount.
	<b>Target Date</b>	6/30/2022
	<b>Estimate the number and type of families that will benefit</b>	10 Households
	<b>Location</b>	Citywide
	<b>Planned Activities</b>	Emergency Mortgage Assistance Grant Program \$43,386

3	<b>Project Name</b>	Emergency Small Business Grant Program
	<b>Target Area</b>	Citywide
	<b>Goals Supported</b>	Economic Opportunity
	<b>Needs Addressed</b>	Promote Economic Opportunity
	<b>Funding</b>	CDBG-CV: \$416,771
	<b>Description</b>	Subject to the CARES Act and policy from HUD, including program regulations and waivers, CDBG-CV funds will be used to provide services designed to prevent, prepare for, and respond to the COVID-19 pandemic. With the health order requiring many businesses to be closed, or restaurants that must pivot to takeout only, many businesses are unable to pay employees, are unable to pay their commercial rent, and will not have enough cash-flow to be able to re-stock, re-supply, and re-staff their businesses.
	<b>Target Date</b>	6/30/2022
	<b>Estimate the number and type of families that will benefit</b>	35 Businesses
	<b>Location</b>	Citywide
	<b>Planned Activities</b>	Emergency Small Business Assistance Grant Program \$416,771



4	<b>Project Name</b>	Homeless Prevention Services
	<b>Target Area</b>	Citywide
	<b>Goals Supported</b>	Public Services
	<b>Needs Addressed</b>	Provide services to homeless
	<b>Funding</b>	CDBG-CV: \$155,925
	<b>Description</b>	Subject to the CARES Act and policy from HUD, including program regulations and waivers, CDBG-CV funds will be used to provide services designed to prevent, prepare for, and respond to the COVID-19 pandemic. Funds will assist Paramount residents who are experiencing homelessness or are at risk of homelessness as a result of the COVID-19 pandemic.
	<b>Target Date</b>	6/30/2022
	<b>Estimate the number and type of families that will benefit</b>	60 People (15 Households)
	<b>Location</b>	Citywide
	<b>Planned Activities</b>	Emergency Small Business Assistance Grant Program \$155,925

<b>5</b>	<b>Project Name</b>	CDBG-CV Program Administration
	<b>Target Area</b>	Citywide
	<b>Goals Supported</b>	All
	<b>Needs Addressed</b>	All
	<b>Funding</b>	CDBG-CV: \$187,047
	<b>Description</b>	This project provides for the administration of the CDBG-CV program activities.
	<b>Target Date</b>	6/30/2022
	<b>Estimate the number and type of families that will benefit</b>	Not applicable
	<b>Location</b>	Not applicable
	<b>Planned Activities</b>	CDBG-CV Program Administration \$187,047

## AP-90 Program Specific Requirements

In the implementation of program activities under the CDBG-CV Action Plan will follow all HUD regulations and some or all of the waivers made available by HUD concerning compliance matters such as program income, forms of investment, and overall low- and moderate-income benefit (if applicable).

### Community Development Block Grant Program (CDBG)

The following tables address HUD regulatory requirements at 24 CFR 92.220(l)(1) concerning program income and CDBG-CV low- and moderate-income benefit.

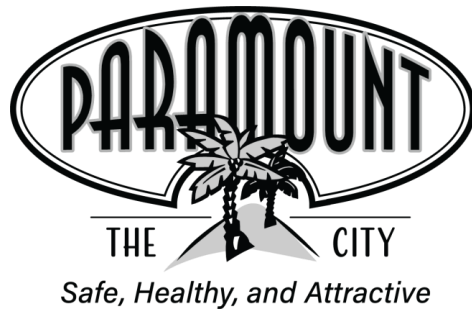
**Table 3 – Program Income**

1. The total amount of program income that will have been received before the start of the next program year and that has not yet been reprogrammed	0
2. The amount of proceeds from section 108 loan guarantees that will be used during the year to address the priority needs and specific objectives identified in the grantee's strategic plan.	0
3. The amount of surplus funds from urban renewal settlements	0
4. The amount of any grant funds returned to the line of credit for which the planned use has not been included in a prior statement or plan	0
5. The amount of income from float-funded activities	0
<b>Total Program Income:</b>	<b>0</b>

**Table 4 – Low- and Moderate-Income Benefit**

1. The amount of urgent need activities*	0
2. The estimated percentage of CDBG funds that will be used for activities that benefit persons of low- and moderate-income. Overall Benefit - A consecutive period of one, two or three years may be used to determine that a minimum overall benefit of 70% of CDBG funds is used to benefit persons of low- and moderate-income. Specify the years covered that include this Annual Action Plan.	100%

\*Note: The amount for Urgent Need activities may change depending on waivers issued by HUD subsequent to this Action Plan amendment.



## APPENDIX A CITIZEN PARTICIPATION

**CITY OF PARAMOUNT  
NOTICE OF PUBLIC HEARING AND REVIEW  
AMENDMENTS TO THE 2017-2021 CONSOLIDATED PLAN AND 2019-2020 ANNUAL ACTION PLAN  
FOR COMMUNITY DEVELOPMENT BLOCK GRANT FUNDING RELATED TO THE CARES ACT**

**NOTICE IS HEREBY GIVEN** that the City of Paramount has prepared draft amendments to its 2017-2021 Consolidated Plan and 2019-2020 Annual Action Plan. The publication of this notice is the beginning of the 5-day public review period required under the Coronavirus Aid, Relief, and Economic Security Act (CARES). The public review and written comment period begins on February 11, 2021 and runs through February 16, 2021.

**NOTICE IS HEREBY FURTHER GIVEN** that the draft 2017-2021 Consolidated Plan and 2019-2020 Action Plan Amendments will be presented to the City Council for approval on the following date:

DATE: February 16, 2021  
TIME: 5:00 p.m.  
LOCATION: City Council Chambers  
16400 Colorado Avenue  
Paramount, CA 90723

At this meeting, the City Council will conduct a Public Hearing to receive public comment on the 2017-2021 Consolidated Plan and 2019-2020 Action Plan Amendments that will subsequently be considered for approval and then submitted to the U.S. Department of Housing and Urban Development (HUD).

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](mailto:crequest@paramountcity.com)
- Teleconference: (562) 220-2225

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

## **BACKGROUND**

The United States Congress passed the Coronavirus Aid, Relief, and Economic Security (CARES) Act and the President signed it on March 27, 2020 authorizing \$2.2 trillion in a variety of stimulus measures to prevent, prepare for, and respond to the COVID-19 pandemic. Included in that legislation are \$2 billion for the Community Development Block Grant (referred to as "CDBG-CV") program, of which, the City of Paramount received \$466,928 in CDBG-CV1 funds. An additional \$2 billion in CDBG-CV funds are being allocated to states and local governments and the City of Paramount will receive \$468,314 in CDBG-CV3 funds for a cumulative total of \$935,242 of CARES Act funding. Pursuant to the United States Department of Housing and Urban Development (HUD) regulations, the City of Paramount has prepared draft amendments to the Consolidated Plan for the 2017-2021 Program Years and the Annual Action Plan for the 2019-20 Program Year for the purpose of adding the CDBG-CV3 programs.

The Consolidated Plan is a five-year strategy for the investment of HUD formula grant funds in the City of Paramount. The Action Plan is the City's annual application to HUD for Community Development Block Grant and HOME Investment Partnerships funds. The draft Amendment to the Consolidated Plan adds CDBG-CV3 funds and performance measures to the existing 2017-21 Consolidated Plan. The draft Amendment to the 2019-20 Action Plan adds projects and programs, reallocates funding between CDBG-CV1 programs, and removes 2019-2020 CDBG funding for use with CDBG-CV programs.

## **PUBLIC COMMENT**

The draft 2017-2021 Consolidated Plan and 2019-2020 Action Plan Amendments will be available for public review online at [www.paramountcity.com/community/cdbg](http://www.paramountcity.com/community/cdbg).

The public is invited to submit written comments on the draft documents identified herein. All comments regarding the draft Amendment documents should be submitted to the City of Paramount's Finance Department no later than 4:00 p.m. on February 16, 2021.

Questions and written comments regarding the draft Amendments may be addressed to Esther Luis, CDBG Consultant at 16400 Colorado Avenue, Paramount, CA 90723. You may also call the Finance Department at (562) 220-2200 with any questions concerning the above documents.

### **ACCESSIBILITY TO MEETINGS AND DOCUMENTS**

It is the objective of the City to comply with Section 504 of the Rehabilitation Act of 1973, as amended, the Americans with Disabilities Act (ADA) of 1990 and the ADA Amendment Act of 2008, the Fair Housing Act, and the Architectural Barriers Act in all respects. If you require public documents in an accessible format, the City will make reasonable efforts to accommodate your request. If you require a disability-related accommodation to attend or participate in a hearing or meeting, including auxiliary aids or services, please contact the City Clerk's Office at least 48 hours prior to the meeting at (562) 220-2027.

### **LIMITED ENGLISH PROFICIENCY (LEP)**

An interpreter for Spanish speaking persons with Limited English Proficiency (LEP) is available at public hearing meetings. If you require program documents pertinent to the use of federal funds to be translated into Spanish, the City will make reasonable efforts to accommodate your request.

Si necesita más información sobre este aviso o la traducción de documentos en español, comuníquese con Esther Luis al (562) 220-2200.

### **EQUAL OPPORTUNITY**

The City does not and shall not discriminate on the basis of race, color, religion (creed), gender, gender expression, age, national origin (ancestry), disability, marital status, sexual orientation, or military status, in any of its activities or operations.

**Posted: February 11, 2021**

**City's website**

**CIUDAD DE PARAMOUNT**  
**AVISO DE AUDIENCIA Y REVISIÓN PÚBLICA**  
**ENMIENDA AL PLAN CONSOLIDADO 2017-2021 Y AL PLAN DE ACCIÓN ANUAL 2019-2020**  
**PARA EL DESARROLLO COMUNITARIO BLOQUE DE SUBVENCIÓN DE FINANCIACIÓN**  
**RELACIONADA CON LA LEY DE CARES**

**SE AVISA QUE** la Ciudad de Paramount ha preparado un plan preliminar de enmienda al Plan Consolidado 2017-2021 y al Plan de Acción Anual 2019-2020. La publicación de este aviso es el comienzo del período de revisión pública de 5 días requerido por la Ley de Ayuda, Alivio y Seguridad Económica de Coronavirus (CARES). El período de revisión pública y comentarios escritos comienza el 11 de febrero de 2021 y se extiende hasta el 16 de febrero de 2021.

**SE AVISA ADEMÁS QUE** el plan preliminar del Plan Consolidado 2017-2021 y la enmienda del Plan de Acción 2019-2020 se presentarán al Consejo de la Ciudad para su aprobación en la siguiente fecha:

FECHA: 16 de febrero de 2021  
HORA: 5:00 pm.  
UBICACIÓN: Cámaras del Ayuntamiento  
16400 Colorado Avenue  
Paramount, CA 90723

En esta reunión, el Consejo de la Ciudad llevará a cabo una Audiencia Pública para recibir comentarios públicos sobre el Plan Consolidado 2017-2021 y las Enmiendas al Plan de Acción 2019-2020 que posteriormente se considerarán para su aprobación y luego se enviarán a los EE. UU. Departamento de Vivienda y Desarrollo Urbano (HUD).

Los miembros del público que deseen dirigirse al Consejo de la Ciudad, ya sea durante los comentarios públicos o para un tema específico de la agenda, o ambos, pueden hacerlo por los siguientes métodos:

- Correo electrónico: [crequest@paramountcity.com](mailto:crequest@paramountcity.com)
- Teleconferencia: (562) 220-2225

Vea la transmisión en vivo de la reunión del Consejo de la Ciudad:

- Canal de YouTube <https://www.youtube.com/user/cityofparamount>
- Spectrum TV por cable Canal 36

Escuche la reunión del Concejo Municipal (solo audio): • Llame al (503) 300-6827 Código de conferencia: 986492

### **ANTECEDENTES**

El Congreso de los Estados Unidos aprobó la Ley de Ayuda, Alivio y Seguridad Económica del Coronavirus (CARES) y el Presidente la firmó el 27 de marzo de 2020 autorizando \$ 2.2 trillones en una variedad de medidas de estímulo para prevenir, prepararse y responder al COVID- 19 pandemia. En esa legislación se incluyen \$2 billones para comunidades con derecho a subvención en bloque de desarrollo comunitario (denominado "CDBG-CV") de los cuales la ciudad de Paramount recibió \$466,928 en fondos CDBG-CV1. Se están asignando \$2 billones de dólares adicionales en fondos CDBG-CV a los estados y gobiernos locales y la ciudad de Paramount recibirá \$468,314 en fondos CDBG-CV3 por un total acumulado de \$935,242 de fondos de la Ley CARES. De conformidad con las regulaciones del Departamento de Vivienda y Desarrollo Urbano de los Estados Unidos (HUD), la Ciudad de Paramount ha preparado un plan preliminar de enmienda al Plan Consolidado para los Años del Programa 2017-2021 y el Plan de Acción Anual para el Año del Programa 2019-20 con el propósito de agregar los programas CDBG-CV3.

El Plan Consolidado es una estrategia de cinco años para la inversión de fondos de subvención de fórmula de HUD en la Ciudad de Paramount. El Plan de Acción es la solicitud anual de la Ciudad a HUD para los fondos de la Subvención Global de Desarrollo Comunitario y los fondos de Asociaciones de Inversión HOME. El plan preliminar de Enmienda al Plan Consolidado agrega fondos CDBG-CV3 y medidas de desempeño al Plan Consolidado 2017-21 existente. El plan preliminar de Enmienda al Plan de Acción 2019-20 agrega proyectos y programas, reasigna fondos entre programas CDBG-CV1 y elimina fondos del CDBG 2019-2020 para el uso de los programas CDBG-CV.

### **COMENTARIO PÚBLICO**

El plan preliminar del Plan Consolidado 2017-2021 y la Enmienda del Plan de Acción 2019-2020 estarán disponibles para revisión pública en línea en [www.paramountcity.com/community/cdbg](http://www.paramountcity.com/community/cdbg).

Se invita al público a enviar comentarios por escrito sobre el plan preliminar de documentos identificados aquí. Todos los comentarios sobre el plan preliminar de los documentos de la Enmienda deben enviarse

al Departamento de Finanzas de la Ciudad de Paramount o por correo electrónico a [CDBG-CV@paramountcity.com](mailto:CDBG-CV@paramountcity.com) a más tardar a las 4:00 p.m. el 16 de febrero de 2021.

Las preguntas y comentarios escritos sobre el plan preliminar de enmienda pueden dirigirse a Esther Luis, consultora de CDBG en 16400 Colorado Avenue, Paramount, CA 90723. También puede llamar al Departamento de Finanzas al (562) 220-2200 con cualquier pregunta relacionada con los documentos anteriores.

#### **ACCESIBILIDAD A REUNIONES Y DOCUMENTOS**

El objetivo de la Ciudad es cumplir con la Sección 504 de la Ley de Rehabilitación de 1973, según enmendada, la Ley de Estadounidenses con Discapacidades (ADA) de 1990 y la Ley de Enmienda de la ADA de 2008, la Ley de Vivienda Justa y la Ley de Barreras Arquitectónicas Con todo respeto. Si necesita documentos públicos en un formato accesible, la Ciudad hará los esfuerzos razonables para satisfacer su solicitud. Si necesita una adaptación relacionada con la discapacidad para asistir o participar en una audiencia o reunión, incluidos los servicios o ayudas auxiliares, comuníquese con la Oficina del Secretario de la Ciudad al menos 48 horas antes de la reunión al (562) 220-2027.

#### **COMPETENCIA LIMITADA EN INGLÉS (LEP)**

Un intérprete para personas de habla hispana con dominio limitado del inglés (LEP) está disponible en las reuniones de audiencia pública. Si necesita que los documentos del programa pertinentes al uso de fondos federales se traduzcan al español, la Ciudad hará todos los esfuerzos razonables para satisfacer su solicitud.

Si necesita más información sobre este aviso o la traducción de documentos en español, comuníquese con Esther Luis al (562) 220-2200.

#### **IGUALDAD DE OPORTUNIDADES**

La Ciudad no discrimina y no discriminará por motivos de raza, color, religión (credo), género, expresión de género, edad, origen nacional (ascendencia), discapacidad, estado civil, orientación sexual o estado militar, en ninguno de sus actividades u operaciones.

**Publicado: 11 de febrero de  
2021 Sitio web de la ciudad**





## **Summary of Public Comments**

The City Council held a public hearing on February 16, 2021.

Pending Comments



## **APPENDIX B**

### **SF-424s, SF-424Ds, Certifications**

## Application for Federal Assistance SF-424

\* 1. Type of Submission:

- ☐ Preapplication  
☒ Application  
☐ Changed/Corrected Application

\* 2. Type of Application:

- ☒ New  
☐ Continuation  
☐ Revision

\* If Revision, select appropriate letter(s):

\* Other (Specify):

\* 3. Date Received:

4. Applicant Identifier:

5a. Federal Entity Identifier:

CA62706

5b. Federal Award Identifier:

B-20-MW-06-0591

State Use Only:

6. Date Received by State:

7. State Application Identifier:

### 8. APPLICANT INFORMATION:

\* a. Legal Name:

City of Paramount

\* b. Employer/Taxpayer Identification Number (EIN/TIN):

95-6005780

\* c. Organizational DUNS:

0049476020000

d. Address:

\* Street1:

16400 Colorado Avenue

Street2:

\* City:

Paramount

County/Parish:

\* State:

CA: California

Province:

\* Country:

USA: UNITED STATES

\* Zip / Postal Code:

90723-5012

e. Organizational Unit:

Department Name:

Finance Department

Division Name:

f. Name and contact information of person to be contacted on matters involving this application:

Prefix:

Mrs.

\* First Name:

Karina

Middle Name:

\* Last Name:

Lam Liu

Suffix:

Title:

Finance Director

Organizational Affiliation:

\* Telephone Number:

(562) 220-2200

Fax Number:

(562) 529-8497

\* Email:

klam@paramountcity.com

## Application for Federal Assistance SF-424

### \* 9. Type of Applicant 1: Select Applicant Type:

C: City or Township Government

Type of Applicant 2: Select Applicant Type:

Type of Applicant 3: Select Applicant Type:

\* Other (specify):

### \* 10. Name of Federal Agency:

U.S. Department of Housing and Urban Development

### 11. Catalog of Federal Domestic Assistance Number:

14.218

CFDA Title:

Community Development Block Grant/Entitlement Grants

### \* 12. Funding Opportunity Number:

N/A

\* Title:

N/A

### 13. Competition Identification Number:

N/A

Title:

N/A

### 14. Areas Affected by Project (Cities, Counties, States, etc.):

Add Attachment

Delete Attachment

View Attachment

### \* 15. Descriptive Title of Applicant's Project:

2019-2020 Action Plan Amendment using Community Development Block Grant Entitlement funds pursuant to Title I of the Housing and Community Development Act of 1974, as amended, and the CARES Act.

Attach supporting documents as specified in agency instructions.

Add Attachments

Delete Attachments

View Attachments

**Application for Federal Assistance SF-424****16. Congressional Districts Of:**

\* a. Applicant

40

\* b. Program/Project

40

Attach an additional list of Program/Project Congressional Districts if needed.

Add Attachment

Delete Attachment

View Attachment

**17. Proposed Project:**

\* a. Start Date:

05/20/2020

\* b. End Date:

06/30/2022

**18. Estimated Funding (\$):**

\* a. Federal

935,242.00

\* b. Applicant

\* c. State

\* d. Local

\* e. Other

\* f. Program Income

\* g. TOTAL

935,242.00

**\* 19. Is Application Subject to Review By State Under Executive Order 12372 Process?**☐ a. This application was made available to the State under the Executive Order 12372 Process for review on☐ b. Program is subject to E.O. 12372 but has not been selected by the State for review.☒ c. Program is not covered by E.O. 12372.**\* 20. Is the Applicant Delinquent On Any Federal Debt? (If "Yes," provide explanation in attachment.)**☐ Yes☒ No

If "Yes", provide explanation and attach

Add Attachment

Delete Attachment

View Attachment

**21. \*By signing this application, I certify (1) to the statements contained in the list of certifications\*\* and (2) that the statements herein are true, complete and accurate to the best of my knowledge. I also provide the required assurances\*\* and agree to comply with any resulting terms if I accept an award. I am aware that any false, fictitious, or fraudulent statements or claims may subject me to criminal, civil, or administrative penalties. (U.S. Code, Title 218, Section 1001)**

☒ \*\* I AGREE

\*\* The list of certifications and assurances, or an internet site where you may obtain this list, is contained in the announcement or agency specific instructions.

**Authorized Representative:**

Prefix:

Mr.

\* First Name:

John

Middle Name:

\* Last Name:

Moreno

Suffix:

\* Title:

City Manager

\* Telephone Number:

(562) 220-2200

Fax Number:

(562) 529-8497

\* Email:

jmoreno@paramountcity.com

\* Signature of Authorized Representative:

\* Date Signed:

## ASSURANCES - CONSTRUCTION PROGRAMS

OMB Number: 4040-0009  
Expiration Date: 02/28/2022

Public reporting burden for this collection of information is estimated to average 15 minutes per response, including time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding the burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the Office of Management and Budget, Paperwork Reduction Project (0348-0042), Washington, DC 20503.



**PLEASE DO NOT RETURN YOUR COMPLETED FORM TO THE OFFICE OF MANAGEMENT AND BUDGET. SEND IT TO THE ADDRESS PROVIDED BY THE SPONSORING AGENCY.**

**NOTE:** Certain of these assurances may not be applicable to your project or program. If you have questions, please contact the Awarding Agency. Further, certain Federal assistance awarding agencies may require applicants to certify to additional assurances. If such is the case, you will be notified.

As the duly authorized representative of the applicant:, I certify that the applicant:

1. Has the legal authority to apply for Federal assistance, and the institutional, managerial and financial capability (including funds sufficient to pay the non-Federal share of project costs) to ensure proper planning, management and completion of project described in this application.
2. Will give the awarding agency, the Comptroller General of the United States and, if appropriate, the State, the right to examine all records, books, papers, or documents related to the assistance; and will establish a proper accounting system in accordance with generally accepted accounting standards or agency directives.
3. Will not dispose of, modify the use of, or change the terms of the real property title or other interest in the site and facilities without permission and instructions from the awarding agency. Will record the Federal awarding agency directives and will include a covenant in the title of real property acquired in whole or in part with Federal assistance funds to assure non-discrimination during the useful life of the project.
4. Will comply with the requirements of the assistance awarding agency with regard to the drafting, review and approval of construction plans and specifications.
5. Will provide and maintain competent and adequate engineering supervision at the construction site to ensure that the complete work conforms with the approved plans and specifications and will furnish progressive reports and such other information as may be required by the assistance awarding agency or State.
6. Will initiate and complete the work within the applicable time frame after receipt of approval of the awarding agency.
7. Will establish safeguards to prohibit employees from using their positions for a purpose that constitutes or presents the appearance of personal or organizational conflict of interest, or personal gain.
8. Will comply with the Intergovernmental Personnel Act of 1970 (42 U.S.C. §§4728-4763) relating to prescribed standards of merit systems for programs funded under one of the 19 statutes or regulations specified in Appendix A of OPM's Standards for a Merit System of Personnel Administration (5 C.F.R. 900, Subpart F).
9. Will comply with the Lead-Based Paint Poisoning Prevention Act (42 U.S.C. §§4801 et seq.) which prohibits the use of lead-based paint in construction or rehabilitation of residence structures.
10. Will comply with all Federal statutes relating to non-discrimination. These include but are not limited to: (a) Title VI of the Civil Rights Act of 1964 (P.L. 88-352) which prohibits discrimination on the basis of race, color or national origin; (b) Title IX of the Education Amendments of 1972, as amended (20 U.S.C. §§1681 1683, and 1685-1686), which prohibits discrimination on the basis of sex; (c) Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. §794), which prohibits discrimination on the basis of handicaps; (d) the Age Discrimination Act of 1975, as amended (42 U.S.C. §§6101-6107), which prohibits discrimination on the basis of age; (e) the Drug Abuse Office and Treatment Act of 1972 (P.L. 92-255), as amended relating to nondiscrimination on the basis of drug abuse; (f) the Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970 (P.L. 91-616), as amended, relating to nondiscrimination on the basis of alcohol abuse or alcoholism; (g) §§523 and 527 of the Public Health Service Act of 1912 (42 U.S.C. §§290 dd-3 and 290 ee 3), as amended, relating to confidentiality of alcohol and drug abuse patient records; (h) Title VIII of the Civil Rights Act of 1968 (42 U.S.C. §§3601 et seq.), as amended, relating to nondiscrimination in the sale, rental or financing of housing; (i) any other nondiscrimination provisions in the specific statute(s) under which application for Federal assistance is being made; and (j) the requirements of any other nondiscrimination statute(s) which may apply to the application.

11. Will comply, or has already complied, with the requirements of Titles II and III of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (P.L. 91-646) which provide for fair and equitable treatment of persons displaced or whose property is acquired as a result of Federal and federally-assisted programs. These requirements apply to all interests in real property acquired for project purposes regardless of Federal participation in purchases.
12. Will comply with the provisions of the Hatch Act (5 U.S.C. § 1501-1508 and 7324-7328) which limit the political activities of employees whose principal employment activities are funded in whole or in part with Federal funds.
13. Will comply, as applicable, with the provisions of the Davis-Bacon Act (40 U.S.C. §§276a to 276a-7), the Copeland Act (40 U.S.C. §276c and 18 U.S.C. §874), and the Contract Work Hours and Safety Standards Act (40 U.S.C. §§327-333) regarding labor standards for federally-assisted construction subagreements.
14. Will comply with flood insurance purchase requirements of Section 102(a) of the Flood Disaster Protection Act of 1973 (P.L. 93-234) which requires recipients in a special flood hazard area to participate in the program and to purchase flood insurance if the total cost of insurable construction and acquisition is \$10,000 or more.
15. Will comply with environmental standards which may be prescribed pursuant to the following: (a) institution of environmental quality control measures under the National Environmental Policy Act of 1969 (P.L. 91-190) and Executive Order (EO) 11514; (b) notification of violating facilities pursuant to EO 11738; (c) protection of wetlands pursuant to EO 11990; (d) evaluation of flood hazards in floodplains in accordance with EO 11988; (e) assurance of project consistency with the approved State management program developed under the Coastal Zone Management Act of 1972 (16 U.S.C. §§1451 et seq.); (f) conformity of Federal actions to State (Clean Air) implementation Plans under Section 176(c) of the Clean Air Act of 1955, as amended (42 U.S.C. §§7401 et seq.); (g) protection of underground sources of drinking water under the Safe Drinking Water Act of 1974, as amended (P.L. 93-523); and, (h) protection of endangered species under the Endangered Species Act of 1973, as amended (P.L. 93-205).
16. Will comply with the Wild and Scenic Rivers Act of 1968 (16 U.S.C. §§1271 et seq.) related to protecting components or potential components of the national wild and scenic rivers system.
17. Will assist the awarding agency in assuring compliance with Section 106 of the National Historic Preservation Act of 1966, as amended (16 U.S.C. §470), EO 11593 (identification and protection of historic properties), and the Archaeological and Historic Preservation Act of 1974 (16 U.S.C. §§469a-1 et seq).
18. Will cause to be performed the required financial and compliance audits in accordance with the Single Audit Act Amendments of 1996 and OMB Circular No. A-133, "Audits of States, Local Governments, and Non-Profit Organizations."
19. Will comply with all applicable requirements of all other Federal laws, executive orders, regulations, and policies governing this program.
20. Will comply with the requirements of Section 106(g) of the Trafficking Victims Protection Act (TVPA) of 2000, as amended (22 U.S.C. 7104) which prohibits grant award recipients or a sub-recipient from (1) Engaging in severe forms of trafficking in persons during the period of time that the award is in effect (2) Procuring a commercial sex act during the period of time that the award is in effect or (3) Using forced labor in the performance of the award or subawards under the award.

<b>SIGNATURE OF AUTHORIZED CERTIFYING OFFICIAL</b> 	<b>TITLE</b> <div data-bbox="898 1341 1518 1377">City Manager</div>
<b>APPLICANT ORGANIZATION</b> <div data-bbox="100 1482 870 1514">City of Paramount</div>	<b>DATE SUBMITTED</b> 

## CERTIFICATIONS

In accordance with the applicable statutes and the regulations governing the consolidated plan regulations, the jurisdiction certifies that:

**Affirmatively Further Fair Housing** --The jurisdiction will affirmatively further fair housing.

**Uniform Relocation Act and Anti-displacement and Relocation Plan** -- It will comply with the acquisition and relocation requirements of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, as amended, (42 U.S.C. 4601-4655) and implementing regulations at 49 CFR Part 24. It has in effect and is following a residential anti-displacement and relocation assistance plan required under 24 CFR Part 42 in connection with any activity assisted with funding under the Community Development Block Grant or HOME programs.

**Anti-Lobbying** --To the best of the jurisdiction's knowledge and belief:

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of it, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement;
2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, it will complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions; and
3. It will require that the language of paragraph 1 and 2 of this anti-lobbying certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

**Authority of Jurisdiction** --The consolidated plan is authorized under State and local law (as applicable) and the jurisdiction possesses the legal authority to carry out the programs for which it is seeking funding, in accordance with applicable HUD regulations.

**Consistency with plan** --The housing activities to be undertaken with Community Development Block Grant, HOME, Emergency Solutions Grant, and Housing Opportunities for Persons With AIDS funds are consistent with the strategic plan in the jurisdiction's consolidated plan.

**Section 3** -- It will comply with section 3 of the Housing and Urban Development Act of 1968 (12 U.S.C. 1701u) and implementing regulations at 24 CFR Part 135.

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Signature of Authorized Official

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Date

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Title



## Specific Community Development Block Grant Certifications

The Entitlement Community certifies that:

**Citizen Participation** -- It is in full compliance and following a detailed citizen participation plan that satisfies the requirements of 24 CFR 91.105.

**Community Development Plan** -- Its consolidated plan identifies community development and housing needs and specifies both short-term and long-term community development objectives that have been developed in accordance with the primary objective of the CDBG program (i.e., the development of viable urban communities, by providing decent housing and expanding economic opportunities, primarily for persons of low and moderate income) and requirements of 24 CFR Parts 91 and 570.

**Following a Plan** -- It is following a current consolidated plan that has been approved by HUD.

**Use of Funds** -- It has complied with the following criteria:

1. Maximum Feasible Priority. With respect to activities expected to be assisted with CDBG funds, it has developed its Action Plan so as to give maximum feasible priority to activities which benefit low- and moderate-income families or aid in the prevention or elimination of slums or blight. The Action Plan may also include CDBG-assisted activities which the grantee certifies are designed to meet other community development needs having particular urgency because existing conditions pose a serious and immediate threat to the health or welfare of the community, and other financial resources are not available (see Optional CDBG Certification).

2. Overall Benefit. The aggregate use of CDBG funds, including Section 108 guaranteed loans, during program year(s) \_\_\_\_\_ [a period specified by the grantee of one, two, or three specific consecutive program years], shall principally benefit persons of low and moderate income in a manner that ensures that at least 70 percent of the amount is expended for activities that benefit such persons during the designated period.

3. Special Assessments. It will not attempt to recover any capital costs of public improvements assisted with CDBG funds, including Section 108 loan guaranteed funds, by assessing any amount against properties owned and occupied by persons of low and moderate income, including any fee charged or assessment made as a condition of obtaining access to such public improvements.

However, if CDBG funds are used to pay the proportion of a fee or assessment that relates to the capital costs of public improvements (assisted in part with CDBG funds) financed from other revenue sources, an assessment or charge may be made against the property with respect to the public improvements financed by a source other than CDBG funds.

In addition, in the case of properties owned and occupied by moderate-income (not low-income) families, an assessment or charge may be made against the property for public improvements financed by a source other than CDBG funds if the jurisdiction certifies that it lacks CDBG funds to cover the assessment.

**Excessive Force** -- It has adopted and is enforcing:

1. A policy prohibiting the use of excessive force by law enforcement agencies within its jurisdiction against any individuals engaged in non-violent civil rights demonstrations; and
2. A policy of enforcing applicable State and local laws against physically barring entrance to or exit from a facility or location which is the subject of such non-violent civil rights demonstrations within its jurisdiction.

**Compliance with Anti-discrimination laws** -- The grant will be conducted and administered in conformity with title VI of the Civil Rights Act of 1964 (42 U.S.C. 2000d) and the Fair Housing Act (42 U.S.C. 3601-3619) and implementing regulations.

**Lead-Based Paint** -- Its activities concerning lead-based paint will comply with the requirements of 24 CFR Part 35, Subparts A, B, J, K and R.

**Compliance with Laws** -- It will comply with applicable laws.

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Signature of Authorized Official

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Date

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Title

## **OPTIONAL Community Development Block Grant Certification**

Submit the following certification only when one or more of the activities in the action plan are designed to meet other community development needs having particular urgency as specified in 24 CFR 570.208(c):

The grantee hereby certifies that the Annual Plan includes one or more specifically identified CDBG-assisted activities which are designed to meet other community development needs having particular urgency because existing conditions pose a serious and immediate threat to the health or welfare of the community and other financial resources are not available to meet such needs.

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Signature of Authorized Official

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Date

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Title

FEBRUARY 16, 2021

REPORT

VERMONT AVENUE TRAFFIC CALMING STUDY UPDATE



**To:** Honorable City Council  
**From:** John Moreno, City Manager  
**By:** Adriana Figueroa, Director of Public Works  
**Date:** February 16, 2021

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**Subject: VERMONT AVENUE TRAFFIC CALMING STUDY UPDATE**

In September 2020, the City of Paramount authorized the Vermont Avenue Traffic Calming Study after receiving reports from residents that motorists are speeding and disobeying traffic regulations. An engineering traffic study of Vermont Avenue from Alondra Boulevard to Jackson Street has been generated to analyze and determine the appropriate and enforceable traffic calming measures.

Vermont Avenue is a north-south roadway with one travel lane in each direction, a street width of fifty-five (55) feet, a yellow dashed centerline, permitted parking and concrete sidewalk on both sides of the roadway. Vermont Avenue provides ingress and egress access to mixed land uses; consisting of Multi-Family Residential (R-M), Planned Development with Performance Standards (PD-PS), General Commercial (C3), Light Manufacturing (M-1) and Heavy Manufacturing (M-2). Vermont Avenue is classified as a local-road that provides service to traffic comprising of commuter passenger vehicles, public buses and commercial trucks. The prima facie speed limit is set at twenty-five (25) miles-per-hour and has an average daily traffic count of 2,968 vehicles. The intersection of Vermont Avenue at Alondra Boulevard is controlled with a traffic signal and the intersections of Vermont Avenue at Monroe Street and Vermont Avenue at Jackson Street are controlled with stop signs.

The traffic study analyzes findings and data collection to comply with the California Manual for Uniform Traffic Control Devices (CaMUTCD) and California Vehicle Code (C.V.C.). The study analyzed all available traffic calming measures consistent with the CaMUTCD and the City of Paramount established General Guidelines for the Installation of Speed Humps Policy (SHP) 1990. In order to obtain successful traffic calming compliance, the implementation of proper traffic control devices must be enforceable by the C.V.C. The methodology for performing the traffic engineering study, requires that various findings are to be considered, such as vehicle speeds, traffic volumes, traffic collision history, roadway geometry, roadway classification, land use impacts, and emergency response times.

Per the findings in the Vermont Avenue Traffic Study, speed humps are not recommended for Vermont Avenue roadway segments. However, the supporting traffic and speed data identify that there is a need for traffic calming measures as identified below which could be implemented:

- Lane Reduction (Road Diet)

Restripe the roadway to reduce the lane widths from 27.5-feet down to 12-feet and add a parking lane and painted median to the roadway. This will reduce the effective width of the roadway by 15.5-feet and give motorists the impression and feel of a narrow travel lane. Motorists will likely need to slow their vehicle to maintain a reasonable and prudent level of comfort and safety driving along a narrower travel lane. To help warn drivers of the road diet, "Traffic Calming Ahead" signs should be posted on Vermont Avenue near Alondra Boulevard at the north end and near Jackson Street at the south end.

Presently, the roadway has a yellow dashed centerline dividing the roadway into two 27.5-foot lanes. Exhibit A shows the conceptual drawing of adding a 10-foot striped parking lane and an 11-foot two-way left-turn center lane to reduce the travel lane widths to 12 feet.

Restriping the roadway is a low-cost option that can change motorist's perception to reduce driving speeds.

- Speed Limit Signs and Pavement Markings

Based on the data and field observations, it is apparent that vehicles are traveling above the prima facie speed limit of 25 mph. Posting of speed limit signs provides motorists a clear warning of the maximum speed that is reasonable and prudent under typical driving conditions. There are no posted speed limit signs on Vermont Avenue. It is recommended to post 25 mph speed limit sign at both ends of each Vermont Avenue segment to inform drivers of the speed limit. It is also recommended that "Radar Enforced" signs should be installed below the 25 mph speed limit signs. To supplement the speed limit signs, it is also recommended that "25" pavement markings be installed adjacent to the speed limit signs on Vermont Avenue.

- Traffic Calming Ahead Signs and SLOW Pavement Markings

In conjunction with the recommended lane reduction striping, regulatory signing and pavement legends, implementation of supplemental custom signs and pavement legends will enhance motorist's attention of the prescribed and enforceable speed limits. The proposed custom signs consist of "Traffic Calming Ahead" warning signs with "SLOW" pavement legends at the north and south end of Vermont Avenue.

- Radar Speed Feedback Signs

Radar speed feedback signs are an effective traffic calming measure which alerts drivers of both their speed and the posted speed limit. Drivers being alerted of driving faster than the speed limit have an opportunity to lower their speed to the

posted speed limit. These signs can be programmed to be only activated during specific times. All of these improvements should be supplemented with Sheriff's enforcement to maintain their effectiveness. It is recommended that these signs be installed for both directions of Vermont Avenue at mid-block locations.

It is recommended that the roadway receive a slurry seal to eliminate the existing conflicting pavement markings and to enhance the legibility of the new pavement markings. Furthermore, speed surveys will be conducted before and after the proposed improvements in order to gauge the effectiveness.

We have included \$90,000 in the proposed mid-year budget adjustments for Fiscal Year 2021 in order to implement the recommended street modifications. If approved during the mid-year budget presentation, these traffic calming improvements can be done prior to June 2021.

### **RECOMMENDED ACTION**

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



October 23, 2020

Ms. Adriana Figueroa  
Director of Public Works  
City of Paramount  
16400 Colorado Avenue  
Paramount, CA 90723

**Subject: Traffic Calming Study for Vermont Avenue Between Jackson Street and Alondra Boulevard**

Dear Ms. Figueroa:

Willdan Engineering (Willdan) is pleased to submit this Traffic Calming Analysis for Vermont Avenue. The City received concerns from the community regarding speeding and safety issues on Vermont Avenue from Alondra Boulevard to Jackson Street. The City requested Willdan to evaluate the conditions and provide recommendations for traffic calming measures as necessary.

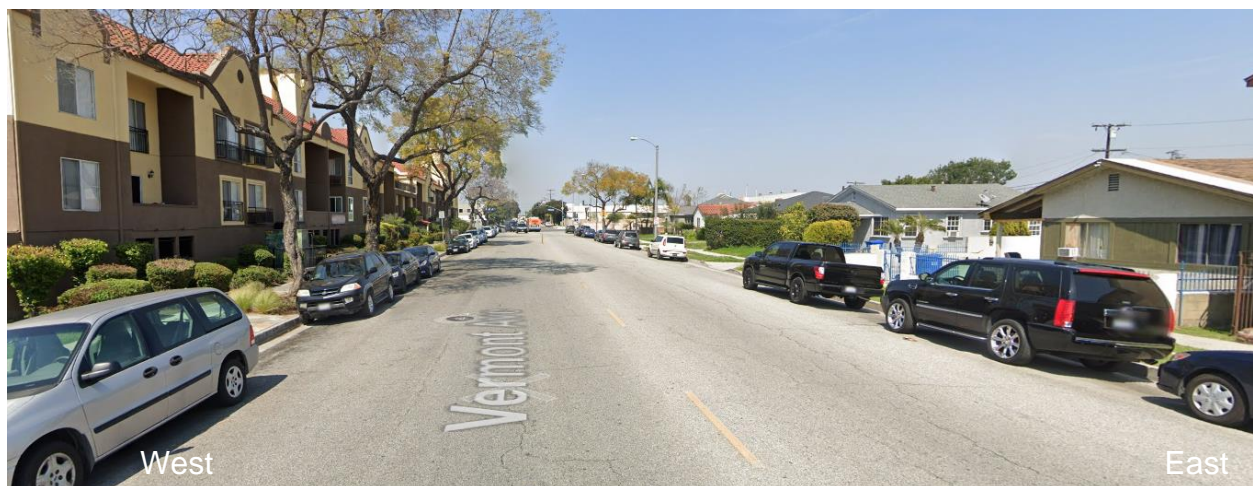
## EXISTING CONDITIONS

Vermont Avenue is a north-south roadway with one travel lane in each direction, curb-to-curb width of fifty-five (55) feet, a striped skip center lane line, concrete sidewalks on both sides of the roadway, and permitted on-street parking on both sides of the road from Alondra Boulevard to Jackson Street, shown on Figure 1 and Figure 2. Vermont Avenue provides access to passenger vehicles, Metro Local Bus 258, and commercial trucks from Alondra Boulevard a Major Arterial/Truck Route and Jackson Street a Local/Collector Street. Per the City of Paramount Zoning Map, properties along Vermont Avenue consist of Multi-Family Residential (R-M), Planned Development with Performance Standards (PD-PS), General Commercial (C3), Light Manufacturing (M-1) and Heavy Manufacturing (M-2). The average daily traffic on Vermont Avenue from Alondra Boulevard to Monroe Street is 2,968 vehicles and from Monroe Street to Jackson Street is 1,585 vehicles. Traffic counts were conducted on July 15, 2020 by City Traffic Counters. The prima facie speed limit on both roadway segments of Vermont Avenue is twenty-five (25) miles per hour. The intersections on Vermont Avenue are traffic controlled with the following devices; at Alondra Boulevard a traffic signal controls traffic flow, at Monroe Street stop signs at all four (4) approaches control traffic flow, and at Jackson Street a single stop sign controls traffic in the southbound direction.





**Figure 1 – Vermont Avenue Street View between Jackson Street and Monroe Street**



**Figure 2 – Vermont Avenue Street View between Monroe Street and Alondra Boulevard**



**Figure 3 - Vermont Avenue Location Map**

The primary land uses on Vermont Avenue between Alondra Boulevard and Monroe Street are medium to high density residential apartment properties, shown in Figure 3.

The land uses on Vermont Avenue between Monroe Street and Jackson Street are mixed with a high-density (apartment) senior living facility on the east side and light manufacturing on the west side with access to an industrial/manufacturing business park west of Vermont Avenue.

There is a transit stop located on the eastside of Vermont Avenue in front of the senior living facility entrance, shown in Figure 4. Vermont Avenue is also an access route to the twenty-four (24) hour Suburban Medical Center of Promise Hospital located at the south end.



**Figure 4 – Transit Stop on Vermont Avenue**

Commercial truck traffic regularly utilizes Vermont Avenue for shipments and deliveries to and from the M1 and M2 Manufacturing businesses, west of Vermont Avenue. A moderate number of passenger vehicles use this roadway to access the medium to high density residential uses, manufacturing businesses, and hospital. In addition to the Metro Local Bus route, Vermont Avenue is considered an emergency route for all required emergency response vehicles to the neighborhood.

## DATA

Vehicular speed and traffic volume data for both the northbound and southbound directions were collected for a 24-hour period on Wednesday, July 15, 2020. Traffic data was collected at two locations along Vermont Avenue; between Alondra Boulevard to Monroe Street and between Monroe Street to Jackson Street.

Table 1 presents the summary results of the traffic data. The traffic count data sheets are included in Appendix A.

**Table 1 - Summary Results of 24-Hour Traffic Volume Counts and Speeds**

Road Segment on Vermont Avenue	Direction	Traffic Volume	85% Speed	% of Vehicles over 25 mph
Between Alondra Boulevard and Monroe Street	Northbound	1568	30 mph	51%
	Southbound	1400	32 mph	56%
Between Monroe Street and Jackson Street	Northbound	689	33 mph	64%
	Southbound	896	34 mph	71%

Table 1 indicates that daily traffic volumes on Vermont Avenue are greater between Alondra Boulevard to Monroe Street than between Monroe Street to Jackson Street. The motorists' 85<sup>th</sup> percentile speeds between Alondra Boulevard to Monroe Street range from

thirty to thirty-two (30-32) miles per hour, approximately 51% to 56% of vehicles are travelling higher than the prima facie 25 mph speed limit. The motorists' 85<sup>th</sup> percentile speeds between Monroe Street to Jackson Street range from thirty-three to thirty-four (33-34) miles per hour, approximately 64% to 71% of vehicles are travelling higher than the prima facie 25 mph speed limit.

A review of the latest three (3) year traffic collision records from California's Statewide Integrated Traffic Record System (SWITRS) database from January 1, 2016 through December 31, 2018, indicate that during this period, there were two recorded collisions within the study segments. The two collisions are summarized in Table 2.

**Table 2 – 3-Year Midblock Collisions on Vermont Avenue between Alondra Boulevard to Jackson Street**

Date	Time	Distance from Cross Street	Primary Collision Factor	Collision Involved with
6/26/2017	11:47 am	220' South of Alondra Boulevard	Starting/Backing	Southbound vehicle entering traffic sideswiped a southbound vehicle turning right
6/23/2018	9:38 am	100' South of Monroe Street	Unsafe Speed	Southbound vehicle proceeding straight drove head-on into a fixed object.

## DISCUSSION

The City received concerns from residents on Vermont Avenue south of Alondra Boulevard. The residents indicated that many motorists on Vermont Avenue are speeding and failing to stop at Monroe Street. The concerns received by the City are that pedestrians and vehicles entering the roadway are subject to injury by speeding vehicles. Residents are requesting for traffic calming measures to be implemented, such as speed humps. In addition, there have been numerous reports received by Public Safety and Public Works Departments of reoccurring traffic violations. Thus, the City authorized that a traffic engineering study be performed on Vermont Avenue to analyze the concerns.

The traffic engineering study analyzed all available traffic calming measures consistent with the California Manual for Uniform Traffic Control Devices (CA MUTCD) and the City of Paramount established General Guidelines for the Installation of Speed Humps Policy (SHP) 1990. In order to obtain successful traffic calming compliance, the implementation of proper traffic control devices must be enforceable by the California Vehicle Code (CVC). The methodology for performing the traffic engineering study, requires that various findings are to be considered, such as vehicle speeds, traffic volumes, traffic collision history, roadway geometry, roadway classification, land use impacts, and emergency response times. These findings were analyzed for compliance with the CA MUTCD traffic warrants and SHP.



The traffic data collected on July 15, 2020 confirms that the 85<sup>th</sup> percentile of motorists traveling on Vermont Avenue are exceeding the prima facie speed limit of twenty-five (25) miles per hour. Per the SHP criteria, sixty (60) percent of the traffic must exceed the posted speed limit of twenty-five (25) miles per hour. As summarized in Table 1 above for vehicle speeds and traffic volumes, the roadway segment from Alondra Boulevard to Monroe Street does not meet the required speed limit criteria threshold however does meet the required traffic volume established in the SHP. As for the roadways segment from Monroe Street to Jackson Street the segment does meet the established vehicle speed criteria of 60% of vehicles, however, the segment does not meet the required traffic volume established in the SHP. The speed survey and traffic counts indicate that the 85<sup>th</sup> percentile speed for Vermont Avenue ranges from thirty (30) to thirty-four (34) miles per hour and increased traffic volumes north of Monroe Street. In addition, there are some vehicles that travel above forty (40) miles per hour during the morning, lunch and afternoon peak hour periods. It must be noted that, per the CA MUTCD Section 2B.13 speed limits are normally set near the 85<sup>th</sup> percentile and posted speed may be reduced to the nearest five (5) miles per hour increment. In order for the speed limit on Vermont Avenue to be posted at a speed above the prime facie speed limit, an Engineering and Traffic Survey must be completed in compliance with CVC Section 627 and CA MUCTD Section 2B.13.

The CA MUTCD establishes that five (5) or more traffic collisions within a twelve (12) month period suggest that traffic collisions should be studied to determine the primary collision factors and identify correctable traffic measures. The recorded traffic collision history along Vermont Avenue, consisted of two traffic collisions occurring on the roadway segments within a three (3) year period. One of the two traffic collisions listed speed as a primary collision factor as the vehicle hit a fixed object and there was no right-of-way violation.

The roadway geometry and alignment are consistent with the surrounding neighborhood with no significant slopes or curves. The roadway is classified as local street, however Vermont Avenue functions as a local collector for the neighborhood by providing access to a variety of land uses as well as public transportation (Metro Bus) and transport of goods movement. Vermont Avenue is an emergency route for the multi-residential, senior living apartments and the manufacturing businesses' workforce. The installation of speed humps on Vermont Avenue would adversely impact existing land uses, reduce emergency response times, and does not meet the speed hump spacing requirements.

Appropriate traffic calming measures should be considered to change the perceived roadway conditions and slow down motorists. The concerned residents identified speed humps to be considered for a traffic calming measure to decrease speeding on Vermont Avenue. The SHP was considered in the evaluation of the speed hump installations. Per the findings, speed humps are not recommended for Vermont Avenue roadway segments. However, the supporting traffic and speed data identify that there is a need for traffic calming measures as identified below and should be implemented:

- Lane Reduction (Road Diet)

Restriping the roadway by reducing the lane widths down to 12-feet and adding a parking lane and painted median to the roadway. This will reduce the effective width of the roadway and give motorists the impression of a narrow travel lane. Motorists will likely need to slow their vehicle to maintain a reasonable and prudent level of comfort and safety driving along a narrower travel lane. To help warn drivers of the road diet, "Traffic Calming Ahead" signs should be posted on Vermont Avenue near Alondra Boulevard at the north end and near Jackson Street at the south end.

Presently, the roadway has a yellow dashed centerline dividing the roadway into two 27.5-foot lanes. Exhibit A shows the conceptual drawing of adding a 10-foot striped parking lane and a 11-foot two-way left-turn center lane to reduce the travel lane widths to 12 feet.

Restriping the roadway is a low-cost option that can change motorists' perception to reduce driving speeds. Motorists' speeds will not lower significantly, but would be expected to be lowered by 2-4 mph.

- Speed Limit Signs and Pavement Markings

Based on the data and field observations, it is apparent that vehicles are traveling above the prima facie speed limit of 25 mph. Posting of speed limit signs provides motorists a clear warning of the maximum speed that is reasonable and prudent under typical driving conditions. There are no posted speed limit signs on Vermont Avenue. It is recommended to post 25 mph speed limit sign at both ends of each Vermont Avenue segment to inform drivers of the speed limit. It is also recommended that "Radar Enforced" signs should be installed below the 25 mph speed limit signs. To supplement the speed limit signs, it is also recommended that "25" pavement markings be installed adjacent to the speed limit signs on Vermont Avenue.

- Traffic Calming Ahead Signs and SLOW Pavement Markings

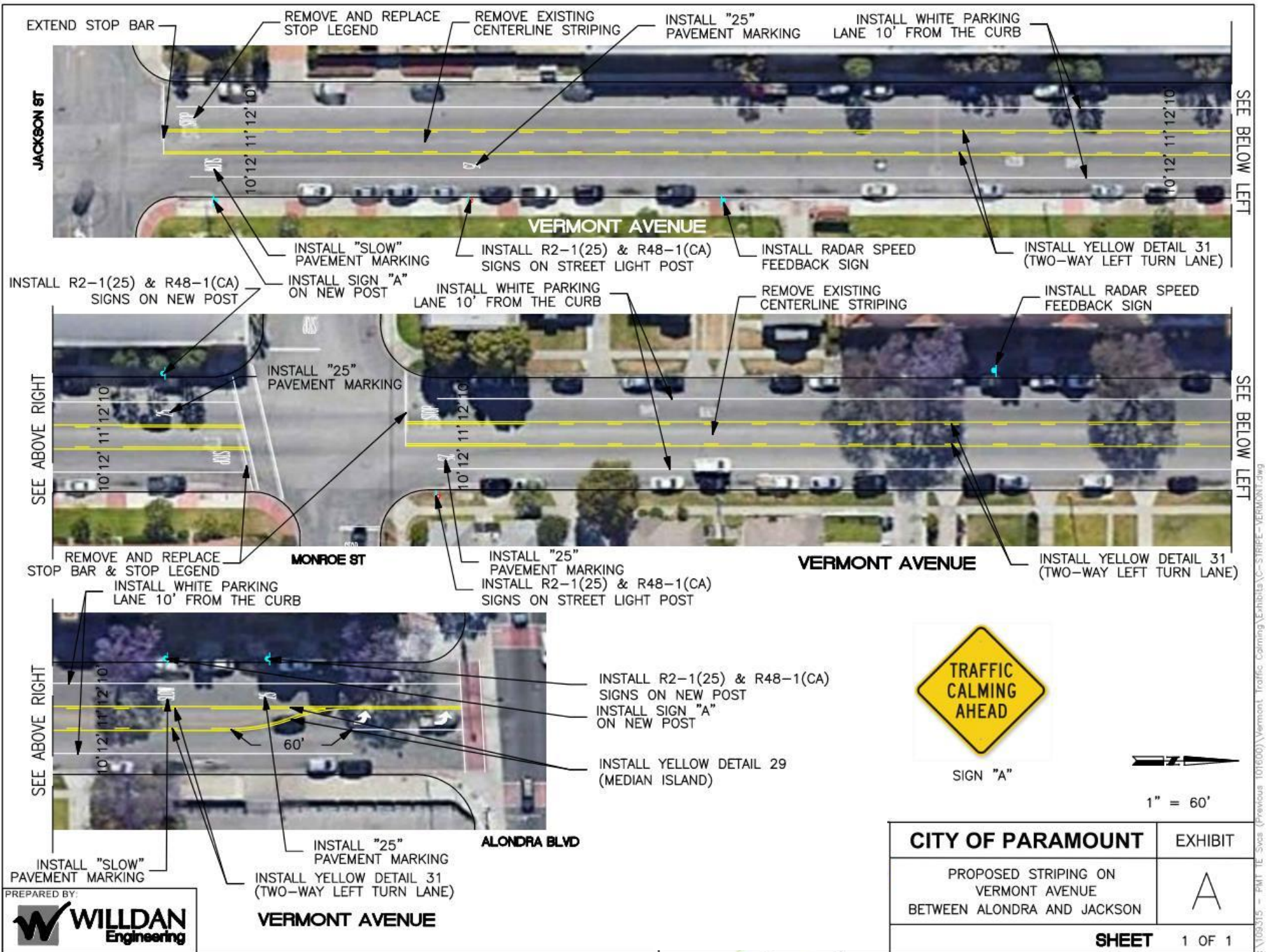
In conjunction with the recommended lane reduction striping, regulatory signing and pavement legends; implementation of supplemental custom signs and pavement legends will enhance motorists' attention of the prescribed and enforceable speed limits. The proposed custom signs consist of "Traffic Calming Ahead" warning signs with "SLOW" pavement legends at the north and south end of Vermont Avenue.

- Radar Speed Feedback Signs

Radar speed feedback signs are an effective traffic calming measure which alerts drivers of both their speed and the posted speed limit. Drivers being alerted of

driving faster than the speed limit have an opportunity to lower their speed to the posted speed limit. These signs can be programmed to be only activated during specific times. The radar speed feedback signs should be supplemented with Sheriff's enforcement to maintain their effectiveness. It is recommended that these signs be installed for both directions of Vermont Avenue at mid-block locations.

See Exhibit A on the next page for a conceptual layout of the recommended traffic calming improvements.



## CONCLUSIONS

Based on the above evaluation, the segment of Vermont Avenue between Alondra Boulevard and Jackson Street does qualify for the installation of the proposed traffic calming measures to be implemented.

It is recommended to:

1. Restripe the roadway to add a 10-foot parking lane and 11-foot two-way-left-turn lane painted median to reduce the travel lane widths to 12-feet, per Exhibit A.
2. Install 25 mph speed limit signs and “Radar Enforced” signs at the ends of the roadway segments.
3. Install “25” pavement markings adjacent to the speed limit signs.
4. Install custom “Traffic Calming Ahead” signs with “SLOW” pavement markings at the north and south ends of Vermont Avenue.
5. Install radar speed feedback signs for both directions of Vermont Avenue at mid-block locations.

It is also recommended that an after study be performed 6 months after the implementation of the traffic calming measures to determine the effectiveness of the roadway improvements.

Thank you for the opportunity to be of continuing service to Paramount. Should you have any questions regarding this evaluation, please contact me at (562) 364-8526 or [jlau@willdan.com](mailto:jlau@willdan.com).

Respectfully submitted,  
**WILLDAN ENGINEERING**



Jeffrey Lau, PE, TE  
Traffic Engineer



Enclosures:  
Attachment A – 24 Hour Speed Counts



## **ATTACHMENT A**

### **24 HOUR SPEED COUNTS**

Vermont Avenue  
Btwn Alondra Blvd & Monroe St

North

[illegible]

Vermont Avenue  
Btwn Alondra Blvd & Monroe St

## North

Start Time	1 15	16 20	21 25	26 30	31 35	36 40	41 45	46 50	51 55	56 60	61 65	66 70	71 75	76 999	Total
12 PM	0	1	8	14	2	0	0	0	0	0	0	0	0	0	25
12:15	1	6	14	7	4	0	0	0	0	0	0	0	0	0	32
12:30	0	9	10	10	2	1	0	0	0	0	0	0	0	0	32
12:45	2	0	11	10	1	1	0	0	0	0	0	0	0	0	25
13:00	3	16	43	41	9	2	0	0	0	0	0	0	0	0	114
13:15	1	5	16	9	2	0	0	1	0	0	0	0	0	0	34
13:30	0	1	12	8	4	0	0	0	0	0	0	0	0	0	25
13:45	0	4	6	11	2	2	1	0	0	0	0	0	0	0	26
14:00	1	7	12	11	3	0	0	0	0	0	0	0	0	0	34
14:15	2	17	46	39	11	2	1	1	0	0	0	0	0	0	119
14:30	0	2	11	15	3	0	0	0	0	0	0	0	0	0	31
14:45	0	1	6	14	5	1	0	0	0	0	0	0	0	0	27
15:00	0	4	8	12	6	0	0	0	0	0	0	0	0	0	30
15:15	4	5	14	16	4	3	0	0	0	0	0	0	0	0	46
15:30	4	12	39	57	18	4	0	0	0	0	0	0	0	0	134
15:45	2	2	16	9	3	1	0	0	0	0	0	0	0	0	33
16:00	3	0	13	12	7	1	0	0	0	0	0	0	0	0	36
16:15	0	4	13	14	6	0	0	0	0	0	0	0	0	0	37
16:30	0	6	16	14	5	0	0	0	0	0	0	0	0	0	41
16:45	5	12	58	49	21	2	0	0	0	0	0	0	0	0	147
17:00	0	3	15	20	7	1	0	0	0	0	0	0	0	0	46
17:15	0	2	16	19	8	0	0	0	0	0	0	0	0	0	45
17:30	0	2	10	19	5	1	0	0	0	0	0	0	0	0	37
17:45	0	2	11	14	4	0	0	0	0	0	0	0	0	0	31
18:00	0	9	52	72	24	2	0	0	0	0	0	0	0	0	159
18:15	0	1	9	6	3	0	0	0	0	0	0	0	0	0	19
18:30	1	2	4	14	2	0	0	0	0	0	0	0	0	0	23
18:45	1	4	13	15	4	1	0	0	0	0	0	0	0	0	38
19:00	0	3	21	11	3	0	0	0	0	0	0	0	0	0	38
19:15	2	10	47	46	12	1	0	0	0	0	0	0	0	0	118
19:30	0	0	10	4	5	3	0	0	0	0	0	0	0	0	22
19:45	0	0	5	8	4	1	0	0	0	0	0	0	0	0	18
20:00	0	3	11	16	1	1	0	0	0	0	0	0	0	0	32
20:15	1	2	9	2	2	1	0	0	0	0	0	0	0	0	17
20:30	1	5	35	30	12	6	0	0	0	0	0	0	0	0	89
20:45	0	1	11	8	4	2	0	0	0	0	0	0	0	0	26
21:00	0	2	7	8	1	0	0	0	0	0	0	0	0	0	18
21:15	0	1	10	11	3	0	0	0	0	0	0	0	0	0	25
21:30	1	5	9	6	1	2	0	0	0	0	0	0	0	0	24
21:45	1	9	37	33	9	4	0	0	0	0	0	0	0	0	93
22:00	1	8	10	4	1	0	0	0	0	0	0	0	0	0	24
22:15	0	1	10	8	2	0	0	0	0	0	0	0	0	0	21
22:30	0	1	4	3	1	1	0	0	0	0	0	0	0	0	10
22:45	0	2	3	5	3	0	0	0	0	0	0	0	0	0	13
23:00	1	12	27	20	7	1	0	0	0	0	0	0	0	0	68
23:15	0	1	8	2	0	0	0	0	0	0	0	0	0	0	11
23:30	1	3	6	2	0	1	0	0	0	0	0	0	0	0	13
23:45	0	0	4	6	1	1	0	0	0	0	0	0	0	0	12
24:00	0	3	0	2	0	0	0	0	0	0	0	0	0	0	5
24:15	1	7	18	12	1	2	0	0	0	0	0	0	0	0	41
24:30	1	1	3	2	0	0	0	0	0	0	0	0	0	0	7
24:45	1	0	4	1	0	0	0	0	0	0	0	0	0	0	6
25:00	1	0	2	1	0	0	0	0	0	0	0	0	0	0	4
25:15	0	0	4	1	0	0	0	0	0	0	0	0	0	0	5
25:30	3	1	13	5	0	0	0	0	0	0	0	0	0	0	22
25:45	0	0	1	1	1	0	0	0	0	0	0	0	0	0	3
26:00	0	1	2	1	1	0	0	0	0	0	0	0	0	0	5
26:15	0	0	2	0	1	0	0	0	0	0	0	0	0	0	3
26:30	0	0	0	1	0	0	0	0	0	0	0	0	0	0	1
26:45	0	1	5	3	3	0	0	0	0	0	0	0	0	0	12
Total	23	111	420	407	127	26	1	1	0	0	0	0	0	0	1116
Grand Total	39	164	561	585	180	37	1	1	0	0	0	0	0	0	1568

15th Percentile : 21 MPH  
 50th Percentile : 26 MPH  
 85th Percentile : 30 MPH  
 95th Percentile : 34 MPH

Stats  
 Mean Speed(Average) : 26 MPH  
 10 MPH Pace Speed : 21-30 MPH  
 Number in Pace : 1146  
 Percent in Pace : 73.1%  
 Number of Vehicles > 25 MPH : 804  
 Percent of Vehicles > 25 MPH : 51.3%

Vermont Avenue  
Btwn Alondra Blvd & Monroe St

## South

Start Time	15	1620	2125	2630	3135	3640	4145	4650	5155	5660	6165	6670	7175	7699	Total
07/15/20	1	3	0	1	0	0	0	0	0	0	0	0	0	0	5
00:15	0	0	1	0	0	0	0	0	0	0	0	0	0	0	1
00:30	0	0	1	0	0	0	0	0	0	0	0	0	0	0	1
00:45	0	0	1	0	0	0	0	0	0	0	0	0	0	0	1
01:00	1	3	3	1	0	0	0	0	0	0	0	0	0	0	8
01:15	0	0	0	1	0	0	0	0	0	0	0	0	0	0	1
01:30	1	0	1	1	0	0	0	0	0	0	0	0	0	0	3
01:45	0	0	1	0	0	0	0	0	0	0	0	0	0	0	1
02:00	0	1	1	0	0	0	0	0	0	0	0	0	0	0	2
02:15	1	1	3	2	0	0	0	0	0	0	0	0	0	0	7
02:30	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
02:45	0	0	0	0	1	0	0	0	0	0	0	0	0	0	1
03:00	1	0	0	1	1	0	0	0	0	0	0	0	0	0	3
03:15	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
03:30	0	0	0	0	1	0	0	0	0	0	0	0	0	0	1
03:45	0	0	0	0	1	0	0	0	0	0	0	0	0	0	1
04:00	0	0	0	0	2	0	0	0	0	0	0	0	0	0	2
04:15	0	0	1	0	1	0	0	0	0	0	0	0	0	0	2
04:30	0	0	2	1	0	0	0	0	0	0	0	0	0	0	3
04:45	0	0	2	1	1	0	0	0	0	0	0	0	0	0	4
05:00	0	0	6	4	2	0	0	0	0	0	0	0	0	0	12
05:15	1	1	1	0	0	0	0	0	0	0	0	0	0	0	3
05:30	0	0	0	2	1	1	0	0	0	0	0	0	0	0	4
05:45	0	3	1	0	4	0	0	0	0	0	0	0	0	0	8
06:00	0	0	0	3	3	0	0	0	0	0	0	0	0	0	6
06:15	1	4	2	5	8	1	0	0	0	0	0	0	0	0	21
06:30	0	3	5	3	2	0	0	0	0	0	0	0	0	0	13
06:45	0	2	3	1	1	1	0	0	0	0	0	0	0	0	8
07:00	1	1	5	5	2	0	0	0	0	0	0	0	0	0	14
07:15	2	1	5	6	4	1	0	0	0	0	0	0	0	0	19
07:30	3	7	18	15	9	2	0	0	0	0	0	0	0	0	54
07:45	0	0	3	7	7	1	0	0	0	0	0	0	0	0	18
08:00	1	3	5	6	1	0	0	0	0	0	0	0	0	0	16
08:15	0	5	6	4	4	0	0	0	0	0	0	0	0	0	19
08:30	4	1	7	6	3	0	0	0	0	0	0	0	0	0	21
08:45	5	9	21	23	15	1	0	0	0	0	0	0	0	0	74
09:00	0	4	8	3	6	2	0	0	0	0	0	0	0	0	23
09:15	0	0	3	6	2	0	0	0	0	0	0	0	0	0	11
09:30	0	0	2	7	3	0	0	0	0	0	0	0	0	0	12
09:45	1	2	9	5	7	1	0	0	0	0	0	0	0	0	25
10:00	1	6	22	21	18	3	0	0	0	0	0	0	0	0	71
10:15	0	0	4	3	5	1	0	0	0	0	0	0	0	0	13
10:30	0	2	6	7	7	0	0	0	0	0	0	0	0	0	22
10:45	1	0	5	7	4	1	0	0	0	0	0	0	0	0	18
11:00	0	3	5	11	3	0	0	0	0	0	0	0	0	0	22
11:15	1	5	20	28	19	2	0	0	0	0	0	0	0	0	75
11:30	0	3	1	6	3	2	0	0	0	0	0	0	0	0	15
11:45	1	3	3	6	5	1	0	0	0	0	0	0	0	0	19
12:00	0	5	6	6	5	0	1	0	0	0	0	0	0	0	23
12:15	0	0	3	10	2	0	0	0	0	0	0	0	0	0	15
12:30	1	11	13	28	15	3	1	0	0	0	0	0	0	0	72
12:45	1	2	8	6	3	0	0	0	0	0	0	0	0	0	20
13:00	3	1	5	10	3	0	0	0	0	0	0	0	0	0	22
13:15	0	1	8	12	4	1	0	0	0	0	0	0	0	0	26
13:30	0	3	6	7	7	1	0	0	0	0	0	0	0	0	24
13:45	4	7	27	35	17	2	0	0	0	0	0	0	0	0	92
Total	19	53	135	163	106	14	1	0	0	0	0	0	0	0	491

Vermont Avenue  
Btwn Alondra Blvd & Monroe St

## South

Start Time	15	16	21	26	31	36	41	46	51	56	61	66	71	76	Total
	15	20	25	30	35	40	45	50	55	60	65	70	75	999	
12 PM	0	2	5	8	4	0	0	0	0	0	0	0	0	0	19
12:15	2	4	6	10	3	0	1	0	0	0	0	0	0	0	26
12:30	0	1	8	14	1	1	0	0	0	0	0	0	0	0	25
12:45	2	2	6	10	2	0	0	0	0	0	0	0	0	0	22
	4	9	25	42	10	1	1	0	0	0	0	0	0	0	92
13:00	0	1	8	5	6	0	0	0	0	0	0	0	0	0	20
13:15	2	1	6	4	4	0	0	0	0	0	0	0	0	0	17
13:30	1	1	7	7	5	0	0	0	0	0	0	0	0	0	21
13:45	0	3	6	14	4	0	0	0	0	0	0	0	0	0	27
	3	6	27	30	19	0	0	0	0	0	0	0	0	0	85
14:00	1	0	4	14	3	0	0	0	0	0	0	0	0	0	22
14:15	0	0	8	9	4	0	0	0	0	0	0	0	0	0	21
14:30	1	3	4	8	6	0	0	0	0	0	0	0	0	0	22
14:45	0	2	8	14	6	0	0	0	0	0	0	0	0	0	30
	2	5	24	45	19	0	0	0	0	0	0	0	0	0	95
15:00	3	3	14	7	10	0	0	1	0	0	0	0	0	0	38
15:15	1	2	7	10	6	1	0	0	0	0	0	0	0	0	27
15:30	3	2	6	15	1	0	0	0	0	0	0	0	0	0	27
15:45	2	1	9	7	5	1	0	0	0	0	0	0	0	0	25
	9	8	36	39	22	2	0	1	0	0	0	0	0	0	117
16:00	3	3	13	15	3	3	0	0	0	0	0	0	0	0	40
16:15	1	2	8	8	3	0	0	0	0	0	0	0	0	0	22
16:30	2	0	12	14	5	0	0	0	0	0	0	0	0	0	33
16:45	0	3	6	15	6	3	0	0	0	0	0	0	0	0	33
	6	8	39	52	17	6	0	0	0	0	0	0	0	0	128
17:00	0	1	8	19	3	1	0	0	0	0	0	0	0	0	32
17:15	0	1	9	13	6	0	0	0	0	0	0	0	0	0	29
17:30	2	4	10	11	2	2	0	0	0	0	0	0	0	0	31
17:45	1	1	9	7	2	1	0	0	0	0	0	0	0	0	21
	3	7	36	50	13	4	0	0	0	0	0	0	0	0	113
18:00	2	4	8	10	4	1	0	0	0	0	0	0	0	0	29
18:15	0	4	5	4	3	1	0	0	0	0	0	0	0	0	17
18:30	1	1	13	7	7	0	0	0	0	0	0	0	0	0	29
18:45	15	3	5	12	4	0	0	1	0	0	0	0	0	0	40
	18	12	31	33	18	2	0	1	0	0	0	0	0	0	115
19:00	0	3	5	4	5	0	0	0	0	0	0	0	0	0	17
19:15	0	5	7	8	2	0	1	0	0	0	0	0	0	0	23
19:30	1	1	2	4	1	0	0	0	0	0	0	0	0	0	9
19:45	2	1	3	3	0	0	0	0	0	0	0	0	0	0	9
	3	10	17	19	8	0	1	0	0	0	0	0	0	0	58
20:00	0	3	2	3	0	1	0	0	0	0	0	0	0	0	9
20:15	0	2	8	5	3	0	0	0	0	0	0	0	0	0	18
20:30	1	2	4	1	1	0	0	0	0	0	0	0	0	0	9
20:45	2	0	3	1	2	0	0	0	0	0	0	0	0	0	8
	3	7	17	10	6	1	0	0	0	0	0	0	0	0	44
21:00	0	1	1	2	2	1	0	0	0	0	0	0	0	0	7
21:15	1	1	3	2	1	1	1	0	0	0	0	0	0	0	10
21:30	2	0	2	2	0	0	0	0	0	0	0	0	0	0	6
21:45	1	2	1	0	0	1	0	0	0	0	0	0	0	0	5
	4	4	7	6	3	3	1	0	0	0	0	0	0	0	28
22:00	3	0	3	1	0	0	0	0	0	0	0	0	0	0	7
22:15	0	2	0	1	1	0	0	0	0	0	0	0	0	0	4
22:30	1	1	2	2	0	0	0	0	0	0	0	0	0	0	6
22:45	0	0	0	2	2	0	0	0	0	0	0	0	0	0	4
	4	3	5	6	3	0	0	0	0	0	0	0	0	0	21
23:00	0	2	1	0	0	0	0	0	0	0	0	0	0	0	3
23:15	1	0	2	0	1	2	0	0	0	0	0	0	0	0	6
23:30	1	0	1	0	0	1	0	0	0	0	0	0	0	0	3
23:45	0	0	1	0	0	0	0	0	0	0	0	0	0	0	1
	2	2	5	0	1	3	0	0	0	0	0	0	0	0	13
Total	61	81	269	332	139	22	3	2	0	0	0	0	0	0	909
Grand Total	80	134	404	495	245	36	4	2	0	0	0	0	0	0	1400

15th Percentile : 20 MPH  
 50th Percentile : 26 MPH  
 85th Percentile : 32 MPH  
 95th Percentile : 35 MPH

Stats  
 Mean Speed(Average) : 26 MPH  
 10 MPH Pace Speed : 21-30 MPH  
 Number in Pace : 899  
 Percent in Pace : 64.2%  
 Number of Vehicles > 25 MPH : 782  
 Percent of Vehicles > 25 MPH : 55.9%

Vermont Avenue  
Btwn Alondra Blvd & Monroe St

## North, South

Start Time	1 15	16 20	21 25	26 30	31 35	36 40	41 45	46 50	51 55	56 60	61 65	66 70	71 75	76 999	Total
07/15/20	2	6	0	2	0	0	0	0	0	0	0	0	0	0	10
00:15	0	0	1	1	0	0	0	0	0	0	0	0	0	0	2
00:30	0	0	1	0	1	1	0	0	0	0	0	0	0	0	3
00:45	0	1	1	0	0	0	0	0	0	0	0	0	0	0	2
01:00	2	7	3	3	1	1	0	0	0	0	0	0	0	0	17
01:15	0	0	0	1	0	1	0	0	0	0	0	0	0	0	2
01:30	1	1	2	1	0	0	0	0	0	0	0	0	0	0	5
01:45	0	0	2	0	0	0	0	0	0	0	0	0	0	0	2
02:00	0	1	2	2	0	1	0	0	0	0	0	0	0	0	6
02:15	1	2	6	4	0	2	0	0	0	0	0	0	0	0	15
02:30	1	0	0	0	0	0	0	0	0	0	0	0	0	0	1
02:45	0	1	0	0	1	0	0	0	0	0	0	0	0	0	2
03:00	0	1	0	0	0	0	0	0	0	0	0	0	0	0	1
03:15	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
03:30	0	0	0	0	1	0	0	0	0	0	0	0	0	0	1
03:45	0	0	0	1	0	0	0	0	0	0	0	0	0	0	2
04:00	2	1	0	1	1	0	0	0	0	0	0	0	0	0	5
04:15	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
04:30	0	0	1	0	0	0	0	0	0	0	0	0	0	0	1
04:45	0	0	0	0	1	1	0	0	0	0	0	0	0	0	2
05:00	0	0	0	0	1	1	0	0	0	0	0	0	0	0	2
05:15	0	0	1	0	2	2	0	0	0	0	0	0	0	0	5
05:30	0	0	2	2	1	0	0	0	0	0	0	0	0	0	5
05:45	1	0	2	1	1	0	0	0	0	0	0	0	0	0	5
06:00	1	0	6	5	3	0	0	0	0	0	0	0	0	0	15
06:15	1	1	1	0	0	0	0	0	0	0	0	0	0	0	3
06:30	0	0	0	3	1	1	0	0	0	0	0	0	0	0	5
06:45	0	5	2	0	4	0	0	0	0	0	0	0	0	0	11
07:00	0	1	1	6	3	0	0	0	0	0	0	0	0	0	11
07:15	1	7	4	9	8	1	0	0	0	0	0	0	0	0	30
07:30	0	4	5	5	3	0	0	0	0	0	0	0	0	0	17
07:45	0	3	3	2	3	2	0	0	0	0	0	0	0	0	13
08:00	2	2	8	5	4	0	0	0	0	0	0	0	0	0	21
08:15	2	2	8	10	5	1	0	0	0	0	0	0	0	0	28
08:30	4	11	24	22	15	3	0	0	0	0	0	0	0	0	79
08:45	0	1	4	10	10	1	0	0	0	0	0	0	0	0	26
09:00	1	4	9	9	2	0	0	0	0	0	0	0	0	0	25
09:15	1	8	10	9	5	0	0	0	0	0	0	0	0	0	33
09:30	7	3	12	10	6	1	0	0	0	0	0	0	0	0	39
09:45	9	16	35	38	23	2	0	0	0	0	0	0	0	0	123
10:00	0	7	10	8	8	2	0	0	0	0	0	0	0	0	35
10:15	1	3	8	11	2	0	0	0	0	0	0	0	0	0	25
10:30	0	4	9	9	4	0	0	0	0	0	0	0	0	0	26
10:45	1	3	14	15	9	1	0	0	0	0	0	0	0	0	43
11:00	2	17	41	43	23	3	0	0	0	0	0	0	0	0	129
11:15	0	0	10	12	5	1	0	0	0	0	0	0	0	0	28
11:30	0	2	10	16	11	1	0	0	0	0	0	0	0	0	40
11:45	3	1	22	14	5	1	0	0	0	0	0	0	0	0	46
12:00	0	7	11	17	4	0	0	0	0	0	0	0	0	0	39
12:15	3	10	53	59	25	3	0	0	0	0	0	0	0	0	153
12:30	0	3	6	20	8	2	0	0	0	0	0	0	0	0	39
12:45	1	7	14	14	6	1	0	0	0	0	0	0	0	0	43
13:00	0	8	17	12	7	1	1	0	0	0	0	0	0	0	46
13:15	0	3	12	25	3	1	0	0	0	0	0	0	0	0	44
13:30	1	21	49	71	24	5	1	0	0	0	0	0	0	0	172
13:45	3	4	12	22	6	1	0	0	0	0	0	0	0	0	48
14:00	3	4	8	22	7	0	0	0	0	0	0	0	0	0	44
14:15	1	2	20	24	8	1	0	0	0	0	0	0	0	0	56
14:30	2	4	14	18	13	1	0	0	0	0	0	0	0	0	52
14:45	9	14	54	86	34	3	0	0	0	0	0	0	0	0	200
Total	35	106	276	341	159	25	1	0	0	0	0	0	0	0	943

Vermont Avenue  
Btwn Alondra Blvd & Monroe St

## North, South

Start Time	1 15	16 20	21 25	26 30	31 35	36 40	41 45	46 50	51 55	56 60	61 65	66 70	71 75	76 999	Total
12 PM	0	3	13	22	6	0	0	0	0	0	0	0	0	0	44
12:15	3	10	20	17	7	0	1	0	0	0	0	0	0	0	58
12:30	0	10	18	24	3	2	0	0	0	0	0	0	0	0	57
12:45	4	2	17	20	3	1	0	0	0	0	0	0	0	0	47
	7	25	68	83	19	3	1	0	0	0	0	0	0	0	206
13:00	1	6	24	14	8	0	0	1	0	0	0	0	0	0	54
13:15	2	2	18	12	8	0	0	0	0	0	0	0	0	0	42
13:30	1	5	13	18	7	2	1	0	0	0	0	0	0	0	47
13:45	1	10	18	25	7	0	0	0	0	0	0	0	0	0	61
	5	23	73	69	30	2	1	1	0	0	0	0	0	0	204
14:00	1	2	15	29	6	0	0	0	0	0	0	0	0	0	53
14:15	0	1	14	23	9	1	0	0	0	0	0	0	0	0	48
14:30	1	7	12	20	12	0	0	0	0	0	0	0	0	0	52
14:45	4	7	22	30	10	3	0	0	0	0	0	0	0	0	76
	6	17	63	102	37	4	0	0	0	0	0	0	0	0	229
15:00	5	5	30	16	13	1	0	1	0	0	0	0	0	0	71
15:15	4	2	20	22	13	2	0	0	0	0	0	0	0	0	63
15:30	3	6	19	29	7	0	0	0	0	0	0	0	0	0	64
15:45	2	7	25	21	10	1	0	0	0	0	0	0	0	0	66
	14	20	94	88	43	4	0	1	0	0	0	0	0	0	264
16:00	3	6	28	35	10	4	0	0	0	0	0	0	0	0	86
16:15	1	4	24	27	11	0	0	0	0	0	0	0	0	0	67
16:30	2	2	22	33	10	1	0	0	0	0	0	0	0	0	70
16:45	0	5	17	29	10	3	0	0	0	0	0	0	0	0	64
	6	17	91	124	41	8	0	0	0	0	0	0	0	0	287
17:00	0	2	17	25	6	1	0	0	0	0	0	0	0	0	51
17:15	1	3	13	27	8	0	0	0	0	0	0	0	0	0	52
17:30	3	8	23	26	6	3	0	0	0	0	0	0	0	0	69
17:45	1	4	30	18	5	1	0	0	0	0	0	0	0	0	59
	5	17	83	96	25	5	0	0	0	0	0	0	0	0	231
18:00	2	4	18	14	9	4	0	0	0	0	0	0	0	0	51
18:15	0	4	10	12	7	2	0	0	0	0	0	0	0	0	35
18:30	1	4	24	23	8	1	0	0	0	0	0	0	0	0	61
18:45	16	5	14	14	6	1	0	1	0	0	0	0	0	0	57
	19	17	66	63	30	8	0	1	0	0	0	0	0	0	204
19:00	0	4	16	12	9	2	0	0	0	0	0	0	0	0	43
19:15	0	7	14	16	3	0	1	0	0	0	0	0	0	0	41
19:30	1	2	12	15	4	0	0	0	0	0	0	0	0	0	34
19:45	3	6	12	9	1	2	0	0	0	0	0	0	0	0	33
	4	19	54	52	17	4	1	0	0	0	0	0	0	0	151
20:00	1	11	12	7	1	1	0	0	0	0	0	0	0	0	33
20:15	0	3	18	13	5	0	0	0	0	0	0	0	0	0	39
20:30	1	3	8	4	2	1	0	0	0	0	0	0	0	0	19
20:45	2	2	6	6	5	0	0	0	0	0	0	0	0	0	21
	4	19	44	30	13	2	0	0	0	0	0	0	0	0	112
21:00	0	2	9	4	2	1	0	0	0	0	0	0	0	0	18
21:15	2	4	9	4	1	2	1	0	0	0	0	0	0	0	23
21:30	2	0	6	8	1	1	0	0	0	0	0	0	0	0	18
21:45	1	5	1	2	0	1	0	0	0	0	0	0	0	0	10
	5	11	25	18	4	5	1	0	0	0	0	0	0	0	69
22:00	4	1	6	3	0	0	0	0	0	0	0	0	0	0	14
22:15	1	2	4	2	1	0	0	0	0	0	0	0	0	0	10
22:30	2	1	4	3	0	0	0	0	0	0	0	0	0	0	10
22:45	0	0	4	3	2	0	0	0	0	0	0	0	0	0	9
	7	4	18	11	3	0	0	0	0	0	0	0	0	0	43
23:00	0	2	2	1	1	0	0	0	0	0	0	0	0	0	6
23:15	1	1	4	1	2	2	0	0	0	0	0	0	0	0	11
23:30	1	0	3	0	1	1	0	0	0	0	0	0	0	0	6
23:45	0	0	1	1	0	0	0	0	0	0	0	0	0	0	2
	2	3	10	3	4	3	0	0	0	0	0	0	0	0	25
Total	84	192	689	739	266	48	4	3	0	0	0	0	0	0	2025
Grand Total	119	298	965	1080	425	73	5	3	0	0	0	0	0	0	2968

15th Percentile : 21 MPH  
 50th Percentile : 26 MPH  
 85th Percentile : 31 MPH  
 95th Percentile : 35 MPH

Stats  
 Mean Speed(Average) : 26 MPH  
 10 MPH Pace Speed : 21-30 MPH  
 Number in Pace : 2045  
 Percent in Pace : 68.9%  
 Number of Vehicles > 25 MPH : 1586  
 Percent of Vehicles > 25 MPH : 53.4%

Vermont Avenue  
Btwn Monroe St & Jackson St

North

Start Time	1 15	16 20	21 25	26 30	31 35	36 40	41 45	46 50	51 55	56 60	61 65	66 70	71 75	76 999	Total
07:15/20	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
00:15	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
00:30	0	0	1	0	1	0	0	0	0	0	0	0	0	0	2
00:45	0	0	1	0	0	0	0	0	0	0	0	0	0	0	1
01:00	0	0	2	0	1	0	0	0	0	0	0	0	0	0	3
01:15	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
01:30	0	0	1	0	0	0	0	0	0	0	0	0	0	0	0
01:45	1	0	0	0	0	1	0	0	0	0	0	0	0	0	2
02:00	1	0	1	0	0	1	0	0	0	0	0	0	0	0	3
02:15	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
02:30	0	0	1	0	0	0	0	0	0	0	0	0	0	0	1
02:45	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
03:00	0	0	1	0	0	0	0	0	0	0	0	0	0	0	1
03:15	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
03:30	0	0	0	0	1	0	0	0	0	0	0	0	0	0	1
03:45	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
04:00	0	0	0	0	1	0	0	0	0	0	0	0	0	0	1
04:15	0	0	1	0	0	1	0	0	0	0	0	0	0	0	2
04:30	1	0	0	0	0	0	0	0	0	0	0	0	0	0	1
04:45	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
05:00	1	0	1	0	0	1	0	0	0	0	0	0	0	0	3
05:15	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
05:30	0	0	1	1	0	1	0	0	0	0	0	0	0	0	3
05:45	0	0	1	2	3	0	0	0	0	0	0	0	0	0	6
06:00	0	0	2	3	3	1	0	0	0	0	0	0	0	0	9
06:15	0	1	3	2	0	0	0	0	0	0	0	0	0	0	6
06:30	0	0	2	3	1	1	0	0	0	0	0	0	0	0	7
06:45	1	0	2	2	2	0	0	0	0	0	0	0	0	0	7
07:00	0	0	2	3	3	0	0	0	0	0	0	0	0	0	8
07:15	1	1	9	10	6	1	0	0	0	0	0	0	0	0	28
07:30	0	0	1	3	3	0	0	0	0	0	0	0	0	0	7
07:45	0	1	1	1	3	0	0	0	0	0	0	0	0	0	6
08:00	1	1	3	3	1	0	0	0	0	0	0	0	0	0	9
08:15	0	2	2	7	0	0	0	0	0	0	0	0	0	0	11
08:30	1	4	7	14	7	0	0	0	0	0	0	0	0	0	33
08:45	0	1	3	6	1	0	0	0	0	0	0	0	0	0	11
09:00	1	0	6	2	0	0	0	0	0	0	0	0	0	0	9
09:15	2	2	1	1	2	0	0	0	0	0	0	0	0	0	8
09:30	1	0	3	4	2	0	0	0	0	0	0	0	0	0	10
09:45	4	3	13	13	5	0	0	0	0	0	0	0	0	0	38
10:00	0	0	1	3	2	0	0	0	0	0	0	0	0	0	6
10:15	0	0	1	1	5	3	0	0	0	0	0	0	0	0	10
10:30	0	3	3	3	3	0	0	0	0	0	0	0	0	0	12
10:45	0	0	2	6	2	0	0	0	0	0	0	0	0	0	10
11:00	0	3	7	13	12	3	0	0	0	0	0	0	0	0	38
11:15	1	1	3	6	0	2	0	0	0	0	0	0	0	0	13
11:30	0	0	2	2	3	1	0	0	0	0	0	0	0	0	8
11:45	0	2	3	3	2	1	0	0	0	0	0	0	0	0	11
12:00	0	0	0	4	2	1	0	0	0	0	0	0	0	0	7
12:15	1	3	8	15	7	5	0	0	0	0	0	0	0	0	39
12:30	1	0	2	4	0	0	0	0	0	0	0	0	0	0	7
12:45	1	1	2	6	3	1	0	0	0	0	0	0	0	0	14
13:00	0	0	6	6	2	0	0	0	0	0	0	0	0	0	14
13:15	1	1	2	5	2	0	0	0	0	0	0	0	0	0	11
13:30	3	2	12	21	7	1	0	0	0	0	0	0	0	0	46
Total	12	16	63	89	49	13	0	0	0	0	0	0	0	0	245



Vermont Avenue  
Btwn Monroe St & Jackson St

## North

Start Time	1 15	16 20	21 25	26 30	31 35	36 40	41 45	46 50	51 55	56 60	61 65	66 70	71 75	76 999	Total
12 PM	0	3	5	6	1	0	0	0	0	0	0	0	0	0	15
12:15	0	3	7	1	3	0	0	0	0	0	0	0	0	0	14
12:30	0	2	5	3	1	0	0	0	0	0	0	0	0	0	11
12:45	1	1	5	3	1	0	0	0	0	0	0	0	0	0	11
13:00	1	9	22	13	6	0	0	0	0	0	0	0	0	0	51
13:15	1	3	3	2	2	0	0	0	0	0	0	0	0	0	11
13:30	2	1	2	6	2	0	0	0	0	0	0	0	0	0	13
13:45	0	1	1	4	3	2	0	0	0	0	0	0	0	0	11
14:00	1	0	2	4	7	0	0	0	0	0	0	0	0	0	14
14:15	4	5	8	16	14	2	0	0	0	0	0	0	0	0	49
14:30	1	0	2	7	5	1	0	0	0	0	0	0	0	0	16
14:45	2	0	1	3	4	0	0	0	0	0	0	0	0	0	10
15:00	0	0	2	6	3	1	0	0	0	0	0	0	0	0	12
15:15	0	0	5	5	2	1	0	0	0	0	0	0	0	0	13
15:30	3	0	10	21	14	3	0	0	0	0	0	0	0	0	51
15:45	0	1	3	9	1	0	0	0	0	0	0	0	0	0	14
16:00	0	1	0	7	3	3	0	0	0	0	0	0	0	0	14
16:15	2	0	5	5	3	2	0	0	0	0	0	0	0	0	17
16:30	0	0	1	2	3	0	0	1	0	0	0	0	0	0	7
16:45	2	2	9	23	10	5	0	1	0	0	0	0	0	0	52
17:00	0	1	5	11	4	1	0	0	0	0	0	0	0	0	22
17:15	0	2	7	7	2	0	0	0	0	0	0	0	0	0	18
17:30	2	0	4	6	6	2	0	0	0	0	0	0	0	0	20
17:45	1	0	3	3	2	1	0	0	0	0	0	0	0	0	10
18:00	3	3	19	27	14	4	0	0	0	0	0	0	0	0	70
18:15	0	1	1	3	3	0	2	0	0	0	0	0	0	0	10
18:30	0	0	0	1	1	0	0	0	0	0	0	0	0	0	2
18:45	0	0	2	5	4	0	0	0	0	0	0	0	0	0	11
19:00	0	1	3	6	2	0	0	0	0	0	0	0	0	0	12
19:15	0	2	6	15	10	0	2	0	0	0	0	0	0	0	35
19:30	0	1	2	1	2	2	0	0	1	0	0	0	0	0	9
19:45	1	1	1	3	5	0	0	0	0	0	0	0	0	0	11
20:00	2	1	4	8	2	2	0	0	0	0	0	0	0	0	19
20:15	0	1	3	5	3	0	0	0	0	0	0	0	0	0	12
20:30	3	4	10	17	12	4	0	0	1	0	0	0	0	0	51
20:45	1	0	0	2	1	0	0	0	0	0	0	0	0	0	4
21:00	0	0	4	2	1	0	0	0	0	0	0	0	0	0	7
21:15	0	0	2	3	3	0	0	0	0	0	0	0	0	0	8
21:30	1	0	3	4	0	0	0	0	0	0	0	0	0	0	8
21:45	2	0	9	11	5	0	0	0	0	0	0	0	0	0	27
22:00	0	1	1	2	2	0	0	0	0	0	0	0	0	0	6
22:15	0	0	0	3	0	0	0	0	0	0	0	0	0	0	3
22:30	1	0	1	0	2	0	0	0	0	0	0	0	0	0	4
22:45	0	0	1	1	5	0	0	0	0	0	0	0	0	0	7
23:00	1	1	3	6	9	0	0	0	0	0	0	0	0	0	20
23:15	0	2	0	2	0	0	0	0	0	0	0	0	0	0	4
23:30	0	0	2	0	4	0	0	0	0	0	0	0	0	0	6
23:45	0	0	3	3	0	0	0	0	0	0	0	0	0	0	6
24:00	0	0	1	1	0	0	0	0	0	0	0	0	0	0	2
24:15	0	2	6	6	4	0	0	0	0	0	0	0	0	0	18
24:30	0	3	3	0	2	0	0	0	0	0	0	0	0	0	8
24:45	1	0	1	1	0	0	0	0	0	0	0	0	0	0	3
25:00	2	0	1	1	0	1	0	0	0	0	0	0	0	0	5
25:15	0	0	0	1	0	0	0	0	0	0	0	0	0	0	1
25:30	3	3	5	3	2	1	0	0	0	0	0	0	0	0	17
25:45	0	0	0	0	0	1	0	0	0	0	0	0	0	0	1
26:00	0	0	1	0	0	1	0	0	0	0	0	0	0	0	2
26:15	0	0	0	1	1	0	0	0	0	0	0	0	1	0	3
26:30	0	0	0	1	0	0	0	0	0	0	0	0	0	0	1
26:45	0	0	1	2	1	2	0	0	0	0	0	0	1	0	7
Total	22	31	108	160	101	21	2	1	1	0	0	0	1	0	448
Grand Total	34	47	171	249	150	34	2	1	1	0	0	0	1	0	690

15th Percentile : 21 MPH  
 50th Percentile : 27 MPH  
 85th Percentile : 33 MPH  
 95th Percentile : 36 MPH

Stats  
 Mean Speed(Average) : 27 MPH  
 10 MPH Pace Speed : 21-30 MPH  
 Number in Pace : 420  
 Percent in Pace : 60.9%  
 Number of Vehicles > 25 MPH : 438  
 Percent of Vehicles > 25 MPH : 63.5%

Vermont Avenue  
Btwn Monroe St & Jackson St

## South

Start Time	15	1620	2125	2630	3135	3640	4145	4650	5155	5660	6165	6670	7175	7699	Total
07/15/20	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
00:15	0	0	1	0	0	0	0	0	0	0	0	0	0	0	1
00:30	0	0	1	0	0	0	0	0	0	0	0	0	0	0	1
00:45	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
01:00	0	0	2	0	0	0	0	0	0	0	0	0	0	0	2
01:15	0	0	0	1	0	0	0	0	0	0	0	0	0	0	1
01:30	0	0	1	0	1	0	0	0	0	0	0	0	0	0	2
01:45	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
02:00	0	0	1	0	0	1	0	0	0	0	0	0	0	0	2
02:15	0	0	2	1	1	1	0	0	0	0	0	0	0	0	5
02:30	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
02:45	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
03:00	0	1	0	1	0	0	0	0	0	0	0	0	0	0	2
03:15	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
03:30	0	0	0	0	1	0	0	0	0	0	0	0	0	0	1
03:45	0	0	0	0	1	0	0	0	0	0	0	0	0	0	1
04:00	0	0	0	0	2	0	0	0	0	0	0	0	0	0	2
04:15	0	0	1	0	1	0	0	0	0	0	0	0	0	0	2
04:30	0	0	0	1	1	1	0	0	0	0	0	0	0	0	3
04:45	0	0	0	0	0	0	1	0	0	0	0	0	0	0	1
05:00	0	0	0	2	0	0	0	0	0	0	0	0	0	0	2
05:15	0	0	1	3	2	1	1	0	0	0	0	0	0	0	8
05:30	0	0	0	3	0	0	0	0	0	0	0	0	0	0	3
05:45	0	0	1	1	0	0	0	0	0	0	0	0	0	0	2
06:00	0	0	0	2	2	1	0	0	0	0	0	0	0	0	5
06:15	0	0	2	9	3	1	0	0	0	0	0	0	0	0	15
06:30	0	1	3	2	3	0	0	0	0	0	0	0	0	0	9
06:45	0	1	1	0	0	2	0	0	0	0	0	0	0	0	4
07:00	1	0	1	4	2	0	1	0	0	0	0	0	0	0	9
07:15	0	3	3	3	4	0	0	0	0	0	0	0	0	0	13
07:30	1	5	8	9	9	2	1	0	0	0	0	0	0	0	35
07:45	0	1	0	4	3	1	0	0	0	0	0	0	0	0	9
08:00	1	3	0	7	1	0	0	0	0	0	0	0	0	0	12
08:15	0	0	4	5	3	0	0	0	0	0	0	0	0	0	12
08:30	1	3	3	6	2	0	0	0	0	0	0	0	0	0	15
08:45	2	7	7	22	9	1	0	0	0	0	0	0	0	0	48
09:00	0	2	5	5	7	1	0	0	0	0	0	0	0	0	20
09:15	0	1	4	3	0	0	0	0	0	0	0	0	0	0	8
09:30	0	0	2	7	1	0	0	0	0	0	0	0	0	0	10
09:45	0	0	2	8	5	2	0	0	0	0	0	0	0	0	17
10:00	0	3	13	23	13	3	0	0	0	0	0	0	0	0	55
10:15	1	1	3	6	4	0	0	0	0	0	0	0	0	0	15
10:30	0	1	4	7	2	0	0	0	0	0	0	0	0	0	14
10:45	0	0	4	6	1	1	0	0	0	0	0	0	0	0	12
11:00	2	0	3	5	3	0	0	0	0	0	0	0	0	0	13
11:15	3	2	14	24	10	1	0	0	0	0	0	0	0	0	54
11:30	2	0	0	3	1	2	0	0	0	0	0	0	0	0	8
11:45	0	1	1	5	1	1	1	0	0	0	0	0	0	0	10
12:00	1	1	1	5	5	0	0	0	0	0	0	0	0	0	13
12:15	0	0	0	6	1	0	0	0	0	0	0	0	0	0	7
12:30	3	2	2	19	8	3	1	0	0	0	0	0	0	0	38
12:45	0	4	2	1	3	0	0	0	0	0	0	0	0	0	10
13:00	1	0	2	4	5	1	0	0	0	0	0	0	0	0	13
13:15	1	1	2	6	9	1	0	0	0	0	0	0	0	0	20
13:30	0	1	0	5	7	1	0	0	0	0	0	0	0	0	14
13:45	2	6	6	16	24	3	0	0	0	0	0	0	0	0	57
Total	11	26	57	127	81	16	3	0	0	0	0	0	0	0	321

Vermont Avenue  
Btwn Monroe St & Jackson St

## South

Start Time	1 15	16 20	21 25	26 30	31 35	36 40	41 45	46 50	51 55	56 60	61 65	66 70	71 75	76 999	Total
12 PM	3	1	6	3	3	0	1	0	0	0	0	0	0	0	17
12:15	2	1	5	7	2	0	0	0	0	0	0	0	0	0	17
12:30	0	0	4	5	1	2	0	0	0	0	0	0	0	0	12
12:45	0	2	6	3	3	0	0	0	0	0	0	0	0	0	14
13:00	5	4	21	18	9	2	1	0	0	0	0	0	0	0	60
13:15	2	1	1	2	0	0	1	0	0	0	0	0	0	0	7
13:30	0	1	2	3	1	2	0	0	0	0	0	0	0	0	9
13:45	1	0	2	7	4	1	0	0	0	0	0	0	0	0	15
14:00	2	2	0	5	7	1	0	0	0	0	0	0	0	0	17
14:15	5	4	5	17	12	4	1	0	0	0	0	0	0	0	48
14:30	1	0	1	2	5	1	0	0	1	0	0	0	0	0	11
14:45	1	1	3	9	1	1	0	0	0	0	0	0	0	0	16
15:00	1	0	10	4	2	3	0	0	0	0	0	0	0	0	20
15:15	0	1	4	6	7	2	0	0	0	0	0	0	0	0	20
15:30	3	2	18	21	15	7	0	0	1	0	0	0	0	0	67
15:45	0	1	6	11	10	2	0	0	0	0	0	0	0	0	30
16:00	1	1	5	7	8	0	0	0	0	0	0	0	0	0	22
16:15	0	0	0	6	8	3	0	0	0	0	0	0	0	0	17
16:30	1	0	4	6	7	1	0	0	0	0	0	0	0	0	19
16:45	2	2	15	30	33	6	0	0	0	0	0	0	0	0	88
17:00	1	0	1	14	8	1	0	0	0	0	0	0	0	0	25
17:15	0	0	6	4	4	4	0	0	0	0	0	0	0	0	18
17:30	1	0	3	10	8	1	0	0	0	0	0	0	0	0	23
17:45	0	0	2	9	7	2	0	0	0	0	0	0	0	0	20
18:00	2	0	12	37	27	8	0	0	0	0	0	0	0	0	86
18:15	0	0	3	11	6	2	1	0	0	0	0	0	0	0	23
18:30	0	1	4	8	8	1	0	0	0	0	0	0	0	0	22
18:45	1	0	5	5	6	0	0	0	0	0	0	0	0	0	17
19:00	0	0	2	2	3	0	0	0	0	0	0	0	0	0	7
19:15	1	1	14	26	23	3	1	0	0	0	0	0	0	0	69
19:30	1	0	4	6	5	2	0	0	0	0	0	0	0	0	18
19:45	0	1	1	5	3	0	0	0	0	0	0	0	0	0	10
20:00	0	1	6	10	1	3	0	0	0	0	0	0	0	0	21
20:15	0	0	0	5	7	2	0	0	0	0	0	0	0	0	14
20:30	1	2	11	26	16	7	0	0	0	0	0	0	0	0	63
20:45	0	1	0	3	2	0	1	0	0	0	0	0	0	0	7
21:00	0	0	2	1	1	0	0	0	0	0	0	0	0	0	4
21:15	2	1	0	2	0	0	0	0	0	0	0	0	0	0	5
21:30	0	0	4	4	1	0	0	0	0	0	0	0	0	0	9
21:45	2	2	6	10	4	0	1	0	0	0	0	0	0	0	25
22:00	1	0	0	2	1	1	0	0	0	0	0	0	0	0	5
22:15	0	0	2	3	3	0	0	0	0	0	0	0	0	0	8
22:30	1	0	2	4	1	0	0	0	0	0	0	0	0	0	8
22:45	0	0	1	3	1	0	0	0	0	0	0	0	0	0	5
23:00	2	0	5	12	6	1	0	0	0	0	0	0	0	0	26
23:15	0	1	2	3	2	0	0	0	0	0	0	0	0	0	8
23:30	0	1	0	1	1	0	0	0	0	0	0	0	0	0	3
23:45	0	1	1	1	2	0	0	0	0	0	0	0	0	0	5
24:00	0	1	1	1	0	0	0	0	1	0	0	0	0	0	4
24:15	0	4	4	6	5	0	0	0	1	0	0	0	0	0	20
24:30	0	0	1	1	1	0	0	0	0	0	0	0	0	0	3
24:45	0	0	0	1	1	2	0	0	0	0	0	0	0	0	4
25:00	0	0	0	1	1	1	0	0	0	0	0	0	0	0	3
25:15	0	1	0	1	1	1	0	0	0	0	0	0	0	0	4
25:30	0	1	1	4	4	4	0	0	0	0	0	0	0	0	14
25:45	0	0	2	0	0	0	0	0	0	0	0	0	0	0	2
26:00	0	0	0	0	2	1	0	0	0	0	0	0	0	0	3
26:15	0	1	0	0	0	1	0	0	0	0	0	0	0	0	2
26:30	0	1	1	0	0	0	0	0	0	0	0	0	0	0	2
26:45	0	2	3	0	2	2	0	0	0	0	0	0	0	0	9
Total	23	24	115	207	156	44	4	0	2	0	0	0	0	0	575
Grand Total	34	50	172	334	237	60	7	0	2	0	0	0	0	0	896

15th Percentile : 22 MPH  
 50th Percentile : 28 MPH  
 85th Percentile : 34 MPH  
 95th Percentile : 37 MPH

Stats  
 Mean Speed(Average) : 28 MPH  
 10 MPH Pace Speed : 26-35 MPH  
 Number in Pace : 571  
 Percent in Pace : 63.7%  
 Number of Vehicles > 25 MPH : 640  
 Percent of Vehicles > 25 MPH : 71.4%

FEBRUARY 16, 2021

RESOLUTION NO. 21:004

"A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PARAMOUNT, APPROVING AND ADOPTING THE FISCAL YEAR (FY) 2021 MIDYEAR MUNICIPAL OPERATING AND CAPITAL IMPROVEMENT BUDGET AND AUTHORIZING THE CITY MANAGER TO ADMINISTER SAID BUDGET AND MAKE SUCH CHANGES AS MAY BE NECESSARY DURING THE FISCAL YEAR TO MAINTAIN STANDARDS AND LEVELS OF SERVICES AND ACHIEVE THE INTENT OF THE CITY COUNCIL IN PROVIDING MUNICIPAL SERVICES FOR FY 2021"

MOTION IN ORDER:

READ BY TITLE ONLY AND ADOPT RESOLUTION NO. 21:004.

MOTION:

MOVED BY: \_\_\_\_\_

SECONDED BY: \_\_\_\_\_

☐ APPROVED

☐ DENIED

ROLL CALL VOTE:

AYES: \_\_\_\_\_

NOES: \_\_\_\_\_

ABSENT: \_\_\_\_\_

ABSTAIN: \_\_\_\_\_



**To:** Honorable City Council  
**From:** John Moreno, City Manager  
**By:** Karina Liu, Finance Director  
Clyde Alexander, Assistant Finance Director  
**Date:** February 16, 2021

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**Subject: RESOLUTION NO. 21:004  
APPROVING FY 2021 MIDYEAR BUDGET**

We are pleased to present to you our FY 2021 Midyear Budget. Every year we evaluate the budget at the midyear mark to see how we are doing relative to our Approved Budget projections. A more detailed oral presentation of midyear changes will be presented at the City Council meeting.

Citywide Financial Information

As we are still in the middle of the global COVID-19 pandemic, business disruption through mandated and voluntary closings of businesses, along with some shelter in place orders, have continued. While the pandemic is expected to end sometime in the future, there is considerable uncertainty about its long-term economic impact on our society. As such, a decrease in various revenue sources was projected including, but not limited to, Utility Users Tax, business license fees, and other categories. In light of this, our conservative and fiscally responsible spending habits, along with additional resources from the new Transaction Tax, have allowed us to once again weather a financial crisis for this budget year. We are able, also, to utilize the COVID Reserve and Federal monies such as CARES Act and CDBG-CV funding to augment existing COVID-19 mitigation programs and provide financial assistance for residents and businesses.

As of midyear, staff projects that, across all funds, the City will generate approximately \$68.74 million in revenues/other sources and expend about \$72.60 million. This includes the General Fund, Restricted Funds and the Water Utility Fund.

Staff is proposing to transfer \$500,000 each to the Capital Improvement Program (CIP) Reserve, Pension Reserve, and Equipment Replacement Fund (ERF), for a total transfer of \$1.5 million from the General Fund.

The following table summarizes the operations of the City:

	General Fund	Restricted Funds	Water Fund	Total All Funds
Beginning Fund Balance – 7/1/20	\$ 12,833,450	\$ 13,328,900	\$ 4,648,300	\$ 30,810,650
Revenues/Other Sources	\$ 31,712,250	\$ 21,641,700	\$ 15,387,500	\$ 68,741,450
Expenditures				
Operations	\$ 29,323,650	\$ 9,162,400	\$ 11,024,450	\$ 49,510,500
CIPs	790,150	14,991,200	7,311,550	23,092,900
Total Expenditures	<u>\$ 30,113,800</u>	<u>\$ 24,153,600</u>	<u>\$ 18,336,000</u>	<u>\$ 72,603,400</u>
Fund Transfers				
GF to ERF	(\$ 500,000)	\$ 500,000	\$ -	\$ -
GF to PERS	(500,000)	500,000	-	-
GF to Capital Reserve	(500,000)	500,000	-	-
Total Transfers	<u>(\$ 1,500,00)</u>	<u>\$ 1,500,000</u>	<u>\$ -</u>	<u>\$ -</u>
<b>Current Year's Surplus/(Deficit)</b>	<b><u>\$ 98,450</u></b>	<b><u>(\$ 1,011,900)</u></b>	<b><u>(\$ 2,948,500)</u></b>	<b><u>(\$ 3,861,950)</u></b>
<b>Ending Fund Balance – 6/30/21</b>	<b><u>\$ 12,931,900</u></b>	<b><u>\$ 12,317,000</u></b>	<b><u>\$ 1,699,800</u></b>	<b><u>\$ 26,948,700</u></b>

### General Fund

Staff is presenting a balanced budget at this time, with a projected surplus amount of \$98,450 while adding \$500,000 to the Capital Improvement Program (CIP) Reserve, \$500,000 to the Pension Reserve and \$500,000 to the Equipment Replacement Fund (ERF). Back in June, we adjusted down a number of revenue sources such as Sales Tax, Utility Users Tax, and Licenses and Fees in anticipation of an economic downturn due to the pandemic. At this time, staff is forecasting a better revenue projection in categories such as Sales Tax, Transaction Tax, and Motor Vehicle License Fees. On the expenditure side, a number of items have been eliminated due to the cancellation of events or programs while other items have been added in response to the pandemic. Items that are added to the budget are also related to emergency repairs and other necessary programs/services that various departments are proposing at this time.

Below is a highlight of the Midyear adjustments:

DESCRIPTION	COST
<b>GENERAL FUND (GF)</b>	
Add Unemployment Insurance	\$ 93,950
Add Vacation Leave Buyback	\$ 60,000
Unfreeze FT Code Enforcement Officer	\$ 39,950
Unfreeze FT Recreation Specialist	\$ 36,600
Addition of PT wages for COVID-19 vaccine distribution site support	\$ 75,900
County Crime Reward	\$ 10,000
Add Unity in the Community	\$ 5,750
Add cost for Census marketing	\$ 13,500
Add Thanksgiving giftcards (Community Promo)	\$ 10,000
Add disaster response for Workstations (10)	\$ 13,000
Add disaster response for Al Fresco web design	\$ 12,400
Add employee compensation study	\$ 39,000
Add employee rapid test	\$ 20,000
Increase in internet services	\$ 8,000
Add credit card terminal	\$ 15,000
Add rental assistance	\$ 68,200
Add mortgage assistance	\$ 17,600
Add business assistance	\$ 80,000
Add planning services contract	\$ 40,000
Add Paramount Blvd. economic development study	\$ 40,000
Add property tax default services	\$ 6,000
Increase Home Rebate Program	\$ 5,000
Increase for Lt. cost in lieu of Sgt. cost for March - June 2021	\$ 16,200
Increase in special event Sheriff services	\$ 70,200
Decrease PUSD School Resource Officer	\$ (70,200)
Add upgrade from 3G to 5G for Vehicle Mobile Digital Computer (MDC)	\$ 15,000
Add distance learning (PUSD MOU \$100K 4121, \$25K STAR)	\$ 100,000
Add Recreation disaster response cost	\$ 30,000
Add Dills Mini-Pitch Court residential ball netting	\$ 3,000

DESCRIPTION	COST
Add security camera installations	\$ 10,500
Add sandblasting of Roosevelt Handball Courts	\$ 5,500
Add Progress Plaza refrigerator replacement	\$ 5,650
Add Public Works Operations Management consultant	\$ 30,000
Add boulders for Dills Park	\$ 15,000
Add design for Spane Park (Proposition 68)	\$ 15,200
Add street banners	\$ 6,000
Add replacement pump and motor (Paramount Pool)	\$ 32,000
Add replacement pool filters & media (Paramount Pool)	\$ 30,000
Add replacement electrical vault (Spane Park)	\$ 15,000
Add message board rentals (\$88k) and replacement of damaged message board (\$15k)	\$ 103,000
Add Coronavirus guard/plexiglass	\$ 12,000
Add concrete rails (Al Fresco)	\$ 5,500
Additional Public Works disaster response supplies	\$ 5,000
Additional engineering services	\$ 27,900
Purchase of electronic message board (2)	\$ 34,000
Increase due to updated landscape contract with Brightview	\$ 18,000
Increase in sidewalk concrete service repair contract	\$ 50,000
Move Gas Tax operation budget to General Fund	\$ 300,000
Move funding of LHMP to Cal OES	\$ (40,600)
Add \$55,500 for ALPR Trailer (JAG award \$20,732; total cost \$55,500).	\$ 34,750
Move LSRP budget from General Fund to Other Grants	\$ (72,000)
CIP 9053 Increase in Progress Plaza Improvement	\$ 119,000
CIP 9080 City Hall Security Enhancement (Carried-over from FY20)	\$ 47,150
CIP 9134 Civic Center monument sign (from CR to GF)	\$ 60,000
CIP 9134 Increase in Civic Center monument sign	\$ 20,000
CIP 9138 Drought Tolerant Median Conversion (New CIP)	\$ 136,000
CIP 9150 Dills Park Mini-Pitch Court (New CIP)	\$ 176,000
CIP 9151 Dills Park Informational Sign Replacement (New CIP)	\$ 16,000
CIP 9152 Spane Park Fence Replacement (New CIP)	\$ 20,000
CIP 9176 City Hall/Clearwater Exterior Paint/Security (New CIP)	\$ 55,000



Restricted Funds/Capital Improvement Projects

Restricted Funds are funds we receive that are allocated for specific (“restricted”) purposes and include grants and special funding from outside sources. Consistent to what we budgeted in June, we anticipated and accounted for a budget shortfall of \$1.01 million. This is attributed to the standard practice of, from time to time, using accumulated funds from prior years to finance projects related to one-time purchases and capital improvement projects. In FY 2021, some of these include various capital projects using grant funds. In projects such as these, the expenditures are made in the current year when the projects are actually initiated, while revenues were recorded in prior years.

Also noteworthy in FY 2021, we are using \$270,000 in COVID Reserve to fund 10 non-profit organizations, in addition to augmenting rental assistance and small business assistance programs that are funded by Federal resources. This COVID Reserve was put aside in the previous fiscal year to mitigate the adverse effect that the COVID-19 pandemic would have on our community. For accounting purposes, this results in a deficit in the current year for these special funds.

Below is a highlight of the Midyear adjustments:

Description	Cost
<b>RESTRICTED FUND</b>	
Add Organizational Funding (COVID Reserve)	\$ 50,000
Add rental assistance (COVID Reserve)	\$ 100,000
Add business assistance (COVID Reserve)	\$ 120,000
Add rental assistance (CDBG-CV-1 \$93,400 + CDBG-CV-3 \$38,750)	\$ 132,150
Add mortgage assistance (CDBG-CV-1)	\$ 43,400
Add business assistance (CDBG-CV-1 \$186,750 + CDBG-CV-3 \$230,000)	\$ 416,750
Add homeless assistance (CDBG-CV-1 \$50,000 + CDBG-CV-3 \$105,950)	\$ 155,950
Add grant admin services (CDBG-CV-1)	\$ 93,400
Add grant admin services (CDBG-CV-3)	\$ 93,650
Additional PERS UL payment (PERS Reserve)	\$ 500,000
Additional PERS UL payment (Various Grants)	\$ 27,400
Add truck replacement (AQMD)	\$ 39,500
Add Unemployment Insurance (Various Grants)	\$ 3,550
Add Vacation Leave Buyback (Gas Tax & STAR)	\$ 3,150
Eliminate N. Paramount Specific Plan (General Plan and SCAG Grant)	\$ (170,000)
Eliminate downtown design guidelines (General Plan)	\$ (60,000)
Increase in housing element update (General Plan)	\$ 35,900

Description	Cost
Increase in housing element update (LEAP)	\$ 40,000
Add Climate Action Plan (LEAP)	\$ 20,000
Add distance learning (STAR)	\$ 25,000
CIP 9833 Increase Rosecrans Bridge Repair (Highway Bridge Program)	\$ 200,000
CIP 9932 Increase WSAB Phase 2 (Measure M)	\$ 30,000
CIP 9030 Increase Arterial Street Resurfacing (Measure M)	\$ 125,000
CIP 9134 Change in funding Civic Center monument sign (Capital Reserve to General Fund)	\$ (60,000)
New CIP 9136 for Alondra Blvd. Widening (I-710 Early Action)	\$4,600,000
New CIP 9137 Vermont Street Improvement (Proposition C)	\$ 90,000
CIP 9051 Paramount Pool Replaster (Capital Reserve to General Fund)	\$ (80,000)
CIP 9051 Paramount Pool Replaster moved to FY 2022 (CNRA & Measure A)	\$ (670,000)
Add CIP 9052 Village Park Security carried over to FY21 (California Natural Resources Agency)	\$ 63,650
CIP 9053 Increase Progress Plaza Imp (California Natural Resources Agency)	\$ 6,900
Add CIP 9070 Bus Stop Design as carry-over from FY20 (Proposition A)	\$ 34,000
CIP 9073 Change in funding Design for Civic Center Fountain Upgrade (Capital Reserve to General Fund)	\$ (30,000)
CIP 9077 Change in funding Carpet Replacement at Mariposa/Plaza (Capital Reserve to General Fund)	\$ (11,000)
CIP 9172 Increase Utility Art, Murals and Art Maintenance (Art Fund)	\$ 23,000
CIP 9175 Increase Progress Plaza A/V Improvement (PEG Fund)	\$ 14,150
New CIP 9177 Sculpture Commemorating 5-Female-Council (Art Fund)	\$ 90,000

### Water Fund

There are a few proposed changes at Midyear as listed below. First, out of an abundance of caution related to a detection of PFAS, production at Well 14 was stopped in February of 2020. Consequently, we anticipated purchasing an increased amount of imported water to keep up with the demand, as well as continuing to operate both Wells 13 and 15. The increase in production costs is approximately \$1.7 million. Other increases at Midyear include \$99,200 related to the construction of the new Water Well 16 and installation of a Variable Frequency Drive (VFD) at Well 15 that is needed to maintain water pressure automatically, which, in turn, extends the life of the pump and motor. As a result, it is anticipated that the Water Fund will post a deficit of \$2.95 million and the Water Fund reserve will cover this deficit temporarily. A water rate study is currently underway to address the financial situation of this fund.

Below is a highlight of the Midyear adjustments:

Description	Cost
<b>WATER FUND</b>	
Additional PERS UL payment	\$ 69,100
Add Unemployment Insurance	\$ 14,200
Add Vacation Leave Buyback	\$ 6,700
Add CIP 9112 for Well # 15 VFD Installation	\$ 90,000
CIP 9116 Increase in for Well # 16 Construction	\$ 99,200
Increase in cost of imported water	\$ 1,670,000

Attached for your review is the Midyear budget document.

### **RECOMMENDED ACTION**

It is recommended that the City Council read by title only and adopt Resolution No. 21:004.

CITY OF PARAMOUNT  
LOS ANGELES COUNTY, CALIFORNIA

**RESOLUTION NO. 21:004**

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PARAMOUNT, APPROVING AND ADOPTING THE FISCAL YEAR (FY) 2021 MIDYEAR MUNICIPAL OPERATING AND CAPITAL IMPROVEMENT BUDGET AND AUTHORIZING THE CITY MANAGER TO ADMINISTER SAID BUDGET AND MAKE SUCH CHANGES AS MAY BE NECESSARY DURING THE FISCAL YEAR TO MAINTAIN STANDARDS AND LEVELS OF SERVICES AND ACHIEVE THE INTENT OF THE CITY COUNCIL IN PROVIDING MUNICIPAL SERVICES FOR FY 2021

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

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

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

WHEREAS, the City Council has reviewed the estimated Fiscal Year 2021 Budget, including revenues, expenditures, and fund balances as projected to the end of the fiscal year.

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

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

**SECTION 2.** The Fiscal Year 2021 Midyear Municipal Operating Budget is hereby approved and adopted as amended by the City Council and that appropriations be made, by department, in the following amounts:

<u>Department</u>	<u>Amount</u>
Council/Commissions	\$ 334,950
Community Promotion	409,100
City Attorney	360,750
City Manager/City Clerk	912,000
Administrative Services	1,823,400
Finance	4,191,350
Planning	4,331,100
Public Safety	13,240,650
Community Services and Recreation	5,186,200
Public Works	<u>18,721,000</u>
 TOTAL OPERATING EXPENDITURES BY DEPT.	 <u>\$ 49,510,500</u>

**SECTION 3.** The above appropriations for Fiscal Year 2021 shall be expended by the following funds:

<u>Fund</u>	<u>Amount</u>
General Fund	\$ 29,323,650
Community Development Block Grant	1,127,650
HOME Investment Partnership Act	218,350
Community Development Block Grant-CV	935,300
After School Education and Safety	2,177,750
Gas Tax Fund	1,052,800
Traffic Safety Fund	75,000
AB 939 Fees	64,150
Air Quality Management District	43,300
Proposition A Transit Tax	794,650
Proposition C Transit Tax	165,600
Measure R Transit Tax	69,650
Measure M Transit Tax	68,300
Measure W Clean Water Parcel Tax	330,000
Maintenance District Funds	14,150
PEG Fund	10,000
General Plan Fund	275,900
Other Grants Fund:	
Cal/OES	37,000
CA Local Early Action Planning (LEAP)	150,000
Measure H Homeless Tax	72,000
Park Maintenance – Paramount Park	22,600
State COPS	159,550
Used Oil	15,000
Justice Assistance Grant (JAG)	20,750
Justice Assistance Grant (JAG-CV)	70,500
LSRP Grant	72,000

<u>Fund</u>	<u>Amount</u>
SB 2 Planning Grant	160,000
SB 821 Fund	\$ 40,450
Municipal Water Fund	11,024,450
Equipment Replacement Fund	150,000
PERS Reserve Fund	500,000
COVID Reserve Fund	<u>270,000</u>
<b>TOTAL OPERATING EXPENDITURES BY FUND</b>	<b><u>\$49,510,500</u></b>

**SECTION 4.** The Fiscal Year 2021 Midyear Municipal Capital Improvement Budget is hereby approved and adopted as amended by the City Council and that appropriation be made, by project, in the following amounts:

<u>CAPITAL PROJECTS FOR FY 2021</u>	<u>Amount</u>
Well 16 Design/Construction	\$ 7,121,550
Installation of Services/Hydrants-2021	75,000
Annual Valve Replacement-2021	25,000
Well # 15 VFD Installation	90,000
Rosecrans Bridge Repair	658,450
WSAB Bikeway Phase 2	570,000
WSAB Bikeway Phase 4	3,127,450
Arterial Street Resurfacing-2020	1,946,000
Neighborhood Street Resurfacing-2020	677,600
Neighborhood Street Resurfacing-2021	2,300,000
Alondra Blvd. Widening	4,600,000
Vermont Street Improvement	90,000
Traffic Signal Design	80,000
Civic Center Monument Sign	80,000
Bus Shelters	250,000
Drought-Tolerant Median Conversion	136,000
Paramount Park Pool Replaster	60,000
Village Park Security Improvements	63,650
Progress Plaza Facility Improvements	410,900
Pond Sculpture	14,000
Dill's Park Mini Pitch Court	176,000
Dill's Park Informational Sign Replacement	16,000
Spane Park Fence Replacement	20,000
Bus Stop Design	34,000
Civic Center Fountain Upgrade	30,000
Mariposa/Progress Plaza Carpet Replacement	11,000
Security Enhancements - City Hall	47,150
Neighborhood Enhancement Program-2021	50,000
Utility Box, Murals & Art Maintenance	29,000
Bus Stop Trash Cans	24,000
Phone Upgrade	50,000

<u>CAPITAL PROJECTS FOR FY 2021</u>	<u>Amount</u>
Progress Plaza A/V Improvement	85,150
City Hall/Clearwater Exterior Paint/Security Imp	55,000
Civic Center Sculpture	<u>90,000</u>
<b>TOTAL CAPITAL IMPROVEMENTS - FY 2021</b>	<b><u>\$23,092,900</u></b>

**SECTION 5.** The above capital improvement project appropriations for Fiscal Year 2021 shall be expended by the following funds:

<u>Fund</u>	<u>Amount</u>
General Fund	\$ 790,150
California Natural Resources Agency (CNRA)	3,348,000
Early Action Grant	4,800,000
Highway Bridge Repair	405,850
Proposition A Transit Tax	308,000
Proposition C Transit Tax	1,487,600
Measure M Transit Tax	1,420,000
Measure R Transit Tax	1,027,600
Proposition 42 – SB 1 ATP	295,000
Prop 42 – SB 1 Road Maintenance & Repair (RMRA)	1,000,000
State Transportation Program-Local (STPL)	681,000
Public Art Fees	133,000
Public Access (PEG)	85,150
Municipal Water Fund	<u>7,311,550</u>

**TOTAL CAPITAL IMPROVEMENT APPROPRIATIONS** **\$23,092,900**

**SECTION 6.** The City shall not undertake any capital improvements without adequate environmental review and approval.

**SECTION 7.** The City Council shall not amend the Authorized Position Listings and Salary Tables at this time. The City shall offer full-time employees who have at least 180 hours of accrued vacation leave to cash out up to 40 hours to prevent the loss of vacation hours caused by the pandemic as a one-time benefit.

**SECTION 8.** The City Council hereby directs the City Manager to have the FY 2021 Midyear Budget prepared for general distribution.

**SECTION 9.** The Mayor, or presiding officer, is hereby authorized to affix his/her signature to this resolution signifying its adoption and the City Clerk or his/her duly appointed deputy is directed to attest thereto.

**SECTION 10.** This Resolution shall take effect immediately upon its adoption.

PASSED, APPROVED and ADOPTED by the City Council of the City of Paramount this 16<sup>th</sup> day of February 2021.

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Peggy Lemons, Mayor

ATTEST:

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Heidi Luce, City Clerk



FEBRUARY 16, 2021

REPORT

INCLUSIONARY HOUSING



**To:** Honorable City Council  
**From:** John Moreno, City Manager  
**By:** John Carver, Planning Director  
**Date:** February 16, 2021

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**Subject: INCLUSIONARY HOUSING**

At its October 20, 2020 meeting, the City Council reviewed an oral presentation regarding inclusionary housing. The purpose of this report is to provide additional detail and background as the City Council requested a more in-depth presentation. As a reminder, inclusionary housing is used in hundreds of communities across the country to create housing that is affordable to lower-income households. Inclusionary housing is a land-use tool that cities can use to ensure that affordable housing is produced. The police power granted by the State allows a city to regulate land use, including adopting inclusionary housing ordinances.

Inclusionary housing is flexible and can be tailored to local circumstances. More than 170 cities and counties throughout California have active inclusionary housing ordinances. In the Gateway Cities area, the cities of Long Beach and South Gate have adopted ordinances establishing inclusionary housing requirements. Developing an inclusionary housing policy or ordinance is best prepared with input from the public and community stakeholders.

The vast majority of ordinances set the required number of affordable units as a percentage of units in a new development. Affordable unit percentages range from ten to 20 percent, with 15 percent the most common with jurisdictions that have affordability requirements. The length of time that a unit remains affordable vary, but generally, a 55-year term is typical for rental units, while a 45-year term is typical for for-sale units. Many jurisdictions apply an inclusionary ordinance to housing projects that have a minimum ten units.

### **Need for Inclusionary Housing in Paramount**

As with all cities in California, Paramount is required to facilitate the development of housing of all economic segments of the community. The primary process of planning for housing is through the housing element of a city's general plan; this is a recurring process every eight years. The most recent update to the Housing Element of the Paramount General Plan is now underway and must be completed by October 2021.

Preliminarily, the Southern California Association of Governments (SCAG) has assigned 362 housing units for the City to plan for this next eight-year cycle. Of the 362 units, 91 units must be for very-low-income households, 43 units must be for low-income households, 48 units must be for moderate-income households, and 180 must be for above-moderate-income households (market rate housing).

With the above numbers taken as a whole, approximately half of the 362 units to be constructed over the next eight years must be for affordable housing units. Although the City traditionally has successfully assisted in the construction and preservation of a sufficient amount of affordable housing units, the number has plummeted since the dissolution of the Paramount Redevelopment Agency in 2012. For years the Redevelopment Agency was able to leverage financial incentives to encourage affordable housing; since the elimination of redevelopment under Governor Brown, the loss of redevelopment program incentives has left cities like Paramount with the need to secure alternative mechanisms to once again obtain new affordable units. Inclusionary housing has proven to be one of several effective options to resume meeting affordable housing needs.

### **Keys to a Successful Ordinance**

Local governments have broad discretion under the police power granted by the State constitution to regulate the use of land within their borders, as long as the regulation is reasonably related to advancing the community's wellbeing. Findings should be developed documenting the need for an inclusionary ordinance. The need to address the shortage of affordable housing provides a strong basis for an inclusionary housing ordinance. Findings should also document the need to preserve diverse neighborhoods and to make the best use of a limited supply of developable land.

An inclusionary ordinance should clearly define how many affordable units must be included in a development and at what income levels. For example, an ordinance can state that 15 percent of a new development's housing units are dedicated as affordable, with a further breakdown of ten percent for low-income households and five percent for very-low-income households. Specific percentages will be dependent on a community's housing needs, local market conditions, the financial incentives available to developers, and the mix of affordability levels required.

Another consideration is whether to apply inclusionary requirements across various affordable categories in a for-sale and rental project. Generally, for issues of equity, most communities apply inclusionary housing to both for-sale and rental housing units. In most jurisdictions, a defensible ordinance will be one that enacts an inclusionary requirement equally on rental and for-sale housing.

Successful inclusionary ordinances also combine incentives and concessions for developers to help offset the cost of providing affordable units. Common concessions and incentives include:

- Density increases
- Waiver of development standards, such as height and setback requirements
- Expedited permit approval
- Waiver or reduction of development fees
- Direct financial subsidies

Another aspect of successful inclusionary ordinances concerns the establishment of clear development standards. These include that the affordable units be indistinguishable from the market-rate units. Affordable and market-rate units in a development should have equal percentages of one, two, or three bedrooms, and the square footage of the affordable and market-rate units should be similar. Inclusionary units should be spread throughout a development, not grouped into a single area. Finally, residents of affordable units must have equal access to all of the amenities of a project, such as a pool, fitness center, and parking.

Finally, California law requires that alternative methods of compliance be provided to developers of inclusionary housing. One common alternative is to allow in-lieu fees that are put into a jurisdiction's affordable housing fund. In this instance, an in-lieu fee means paying a fee to the City instead of constructing an affordable unit. In-lieu fees should be set at a level comparable to the cost of producing a market-rate unit. Another alternative is to allow off-site construction of affordable housing units. With off-site construction, it is important that units are produced equally throughout a city and not clustered into a single neighborhood.

### **Feasibility Study**

A feasibility study is highly recommended prior to adopting an inclusionary ordinance. A feasibility study will allow an analysis of local market conditions and the economics and tradeoffs of various policy options – affordability percentages, level of affordability (low-income, very-low-income), and incentives to ensure that an affordability ordinance delivers the number and type of affordable units that a community needs. A feasibility study can show that a developer's ability to earn a profit will not be compromised by constructing affordable housing. Finally, a feasibility study can show whether or not an inclusionary ordinance will inhibit meeting RHNA numbers.

### **Benefits of Inclusionary Housing**

A well designed ordinance can generate numerous benefits for communities looking to increase housing affordability and develop diverse, inclusive neighborhoods. These benefits include:

- More choices for lower-income households to live
- Support for compact infill development, reduced sprawl, and reaching local Regional Housing Needs Assessment (RHNA) targets for all income levels

- Reduced vehicle miles travel and reductions in greenhouse emissions by providing people of all income levels more opportunities to live closer to work and in transit-rich areas
- Ensuring housing for all incomes is distributed equitably citywide
- Ensuring that lower-income residents can stay in the community

### **RECOMMENDED ACTION**

It is recommended that the City Council provide direction on inclusionary housing and receive and file this report.

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FEBRUARY 16, 2021

AWARD OF CONTRACT

CIVIC CENTER ART PIECE COMMEMORATING THE 19<sup>TH</sup> AMENDMENT  
TO THE UNITED STATES CONSTITUTION

MOTION IN ORDER:

AWARD THE CONTRACT FOR PROFESSIONAL SERVICES TO J.K.  
DESIGNS, INC. FOR AN ART PIECE AT THE CIVIC CENTER USING THE  
CITY'S PUBLIC ART FUND IN THE AMOUNT OF \$90,000 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:** February 16, 2021

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**Subject: CIVIC CENTER ART PIECE COMMEMORATING THE 19<sup>TH</sup> AMENDMENT TO THE UNITED STATES CONSTITUTION**

This item is an award of contract for professional services to J.K. Designs, Inc. for an art piece at the civic center. Over many years, the City has purchased numerous art pieces from J.K. Designs. The proposed sculpture for the Civic Center will celebrate the 100<sup>th</sup> anniversary of the passage of the 19<sup>th</sup> Amendment to the United States Constitution, giving women the right to vote nationwide, and the all-female Paramount City Council. The 19<sup>th</sup> Amendment to the Constitution was certified in August of 1920.

Staff originally presented this item to the City Council at its November 17, 2020 meeting. Staff wanted the style and look of the art piece to be a "surprise", but the Council preferred to see photos of the proposed art piece. Attached to this agenda report are photos of the proposed art piece.

The art piece has a cost of \$90,000. If the purchase is approved by the City Council, the funds for this purchase will come exclusively from the City's Public Art Fund, which is collected from large scale developments that have a valuation of over \$100,000. The purchase price of the sculpture is similar to the cost of some of the previous pieces that the City has purchased from J.K. Designs. 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 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 would be a bronze replica of the Suffragist ratification flag that once draped off the balcony at the National Women's Party Headquarters in Washington D.C. (photo attached). One side of the flag would contain the text of the 19<sup>th</sup> Amendment, while the other side of the flag would contain a commemoration of the 19<sup>th</sup> Amendment and the all-female Paramount City Council. The sculpture would also include 36 stars symbolizing the number of state ratifications required for the amendment to become law, and a quote from Elizabeth Cady Stanton, chief philosopher of the woman's suffrage movement. The piece will measure 12 feet in height by four feet in width.

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 3.12.080 of Chapter 3 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 using the City's Public Art Fund in the amount of \$90,000 and authorize the Mayor or her designee to execute the agreement pending final review of the agreement by the City Attorney.





THE FLAG COMPLETE. ALICE PAUL UNFURLS THE RATIFICATION FLAG WITH 36 STARS.  
NATIONAL PHOTO CO., WASHINGTON, D. C.



# RATIFICATION FLAG WOMEN'S MONUMENT

## ADDITIONAL VIEWS





# RATIFICATION FLAG WOMEN'S MONUMENT

## ADDITIONAL VIEWS



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

THIS CONTRACT FOR COMMISSION is made this \_\_\_\_ day of February, 2021, 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 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 approximately 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 December 31, 2021 (hereinafter called 'Installation Date'), provided this contract has been fully executed by the City and the initial payment has been remitted by February 28, 2021. If this contract has not been fully executed by all parties hereto by February, 2021, 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", which shall include the following information:

"Ratification Banner Women's Memorial"  
Jane DeDecker  
National Sculptors' Guild  
Paramount Art in Public Places  
2021

4. The parties agree to collaborate on the creation of an additional plaque that will provide a narrative description of the work in relationship to the 19<sup>th</sup> Amendment.

#### 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. COMPENSATION**

### **A. PAYMENT SCHEDULE**

1. The City shall pay the Artist a fixed fee of \$90,000, 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 II. A. 1. and II. A. 2. above, the Artist shall submit a statement to the City.

## **ARTICLE III. 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 IV. 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 V. 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.

#### 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

#### B. 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 Department  
Director  
16400 Colorado Avenue  
Paramount, CA 90723  
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 VI. 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 VII. 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 VIII.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 IX. 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 X. 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 XI. 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 XII. 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 XIII. CHOICE OF LAW**

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

#### **ARTICLE XIV. EFFECTIVE DATE**

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

SIGNATURE PAGE TO FOLLOW

**ARTICLE XV. COUNTERPARTS FOR SIGNATURE**

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

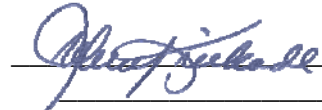
Attest to: City of Paramount, CA

\_\_\_\_\_  
\_\_\_\_\_  
City Clerk  
(Corporate Seal)

\_\_\_\_\_  
City Manager

Attest to: use if incorporated

Artist

  
\_\_\_\_\_  
John W. Kinkade, Secretary  
(Corporate Seal)

  
\_\_\_\_\_  
Alyson Kinkade, President

  
\_\_\_\_\_  
Jane DeDecker

**EXHIBIT "A"**  
**"Ratification Banner Women's Memorial"**  
**SCOPE OF ARTWORK**

**Sculpture**

The services are to be provided by Jane DeDecker, sculptor, and the National Sculptors' Guild.

In the creation of the museum quality bronze sculpture, Jane DeDecker, the National Sculptors' Guild will furnish all design, labor and material in the fabrication of the sculpture as described in the following areas and amounts:

- I. Design, fabricate, ship and install the sculpture:
  - A. Provide the material for the sculpture.
  - B. Jane DeDecker will sculpt the above described sculpture in clay for approval.
  - C. Provide appropriate packing and ship the sculpture to the site.
  - D. Install the sculpture on the footing and/or pedestal built by the city.
  - E. Consult with the City of Paramount in the design and creation of the footing and base that will stage the Artwork.

Clarifications

The cost and construction of the footings and pedestals shall be a part of the Contractors contract.

Note: The City of Paramount is responsible to provide any and all landscape lighting.

Clarifications

Should there be any traffic control or pedestrian barricades required during installation it will be the City's responsibility.

Delays due to others and beyond the control of Jane DeDecker and National Sculptors' Guild shall constitute additional schedule extensions and appropriate general condition costs.

All Artwork shall be performed during normal working hours.

Exclusions:

Any and all dust, waste, and sanitary requirements.

Any and all landscaping and/or landscaping repairs.

Any and all traffic control fees, licenses, fees and permits.



Any and all bonds.

Any and all testing and inspection costs.

Any and all damage to under ground services not marked.



**EXHIBIT "B"**

**SCHEDULE OF COMPENSATION**

Jane DeDecker - National Sculptors' Guild

Total due Ninety Thousand Dollars (\$90,000.00), payable as follows:

- One-Half (50%) down (\$45,000.00) upon execution of the contract,
- Twenty Percent (20%) (\$18,000.00) upon the approval of the structural engineering,
- Twenty Percent \*20%) (\$18,000.00) upon the sculpture being cast in metal,
- Ten Percent (10%) (\$9,000.00) upon installation.

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.

FEBRUARY 16, 2021

AWARD OF CONTRACT

AWARD OF CONTRACT FOR BUILDING AND SAFETY PLAN CHECK AND  
BUILDING OFFICIAL SERVICES

MOTION IN ORDER:

AWARD THE CONTRACT FOR BUILDING AND SAFETY PLAN CHECK  
AND BUILDING OFFICIAL SERVICES TO SCOTT FAZEKAS AND  
ASSOCIATES, INC.

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:** February 16, 2021

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**Subject: AWARD OF CONTRACT FOR BUILDING AND SAFETY PLAN CHECK AND BUILDING OFFICIAL SERVICES**

This item is a request to authorize the appropriation of funding for contract consultant services for the Building and Safety Division of the Planning Department. The contract is for plan check and building official services. Plan check is a technical process of examining construction plans to ensure that a proposed building or other structure meets all relevant code requirements. A plan check engineer confirms structural safety, energy conservation, green technology, fire and life safety, accessibility, and appropriate plumbing, electrical, and mechanical systems. The building official is the highly-certified authority designated with the administration and enforcement of the building code and related codes.

The City's current consultant, Certified Inspections and Code Consultants, has been providing plan check and building official services to the City since 1986. The owner of Certified Inspections and Code Consultants, Howard Larnard, is winding down operation of the business, and therefore staff solicited proposals from consultants to perform plan check and building official services. Staff received proposals from six qualified firms and based on the proposals, held interviews with four of the consultants.

In reviewing the proposals there were several factors that were important. First, a quick plan check turnaround period; second, a competitive cost; third, personalized interaction with the City and building permit applicants; and fourth, a comfortable fit between the Building and Safety Division and the consultant. The four firms that we interviewed were very competitive with plan check turn-around periods, had similar costs, and offer personalized service. However, we felt that the firm Scott Fazekas and Associates (SFA) was the best fit for the Department.

Scott Fazekas opened his business in 1996 and is located in Irvine. Mr. Fazekas began his career in 1972 in the Building Department for the City of Newport Beach. SFA provides services exclusively to municipal building departments, which ensures that services are geared to the exact needs of those departments. SFA states that "close interaction with the client is considered an essential part of our consulting services." All six of SFA's plan check staff are licensed structural engineers or civil engineers. SFA provides plan check services to 17 cities in Southern California, and Scott Fazekas is the building official for two of those cities. Attached is a list of SFA client cities.

SFA has an initial plan check turnaround time of 10 business days, and five working days for rechecks. For plan check services, SFA charges 65% of the City's plan check fee schedule, and provides building official services at a cost of \$125.00 per hour. Our current consultant has a plan check turnaround time of 10 business days, charges 80% of the plan check fee schedule, and charges \$65 per hour for building official services. SFA was the low bid of the six proposals we received. SFA offers a number of different ways to communicate with the City and applicants, including Zoom meetings, conference calls, onsite meetings, and email. SFA accepts paper or electronic plans (staff is looking into accepting electronic plans from applicants in the near future). SFA has experience with small projects as well as large projects such as the Amazon Fulfillment Center in Beaumont, California, for which SFA did the plan check. Staff did a reference check with other cities that utilize SFA and each one that we spoke to had only positive things to say, in particular about SFA's personalized service and its ability to "think outside of the box" to solve various types of situations.

Given that the City is billed based on the value of permits, we estimate a budget of \$150,000. In the approved FY 2021 budget, we have budgeted \$165,000; therefore, the Council does not need to appropriate funds for this contract. The only action the Council needs to take is to approve the contract with SFA. SFA's contract will be effective starting February 17, 2021. The City Attorney has reviewed and approved this contract.

In summary, after decades of superb services from Certified Inspections and Code Consultants, we believe that SFA can step in and provide the types of services that the City, residents, and contractors expect. We believe transitioning to SFA will be a smooth process and recommend approval from the City Council.

### **RECOMMENDED ACTION**

It is recommended that the City Council award the contract for plan check and building official services to Scott Fazekas and Associates.

## **Applicant Questionnaires**

SFA provides Applicant Questionnaire at the time of initial review for the design/developer team to complete after the review process is complete. This allows follow-up of any potential process issues but also lets the plan check team know they're open to receiving comments. SFA only implements this when requested by the City, as cities often have their own-quality control measure preferences.

## **SFA REFERENCES**

SFA currently provides building plan review services for the following agencies and SFA encourages the City to contact these agencies regarding our work performance.

Agency: **CITY OF ARCADIA**  
Reference: Ken Fields, Building Official  
(626) 574-5420  
Service: Plan Review since 5/1/1999

Agency: **CITY OF BEAUMONT**  
Reference: Christina Taylor, Community Development Director  
(951) 572-3212  
Pedro Rico, CBO, Building Official  
(951) 769-8529 ext. #7  
Service: Plan Review since 7/1/2007

Agency: **CITY OF CATHEDRAL CITY**  
Reference: Robert Rodriguez, Acting Building Official  
(760) 202-1460/760 770-0344  
Service: Plan Review since 4/1/2002

Agency: **CITY OF COSTA MESA**  
Reference: Charles Chamoun, Chief Plans Examiner  
(714) 754-5614  
Services: Plan Review since 1996

Agency: **CITY OF IRVINE**  
Reference: Kam Chitalia, Building Official  
(949) 724-6371  
Services: Plan Review since 1996

Agency: **CITY OF LAKE ELSINORE**  
Reference: Bill Belvin, CBO, Building Official  
(951) 674-3124, #226  
Service: Plan Review since 8/1/1996

Agency: **CITY OF LA HABRA HEIGHTS**  
Reference: Fabiola Huerta, City Manager  
(562) 694-6302, #227  
Reference: Rafferty Woddrige, Assistant City Manager/  
Community Development Director, #235  
Service: Plan Review & Building Official since 1/31/2010

Agency: **CITY OF NORWALK**  
Reference: Saeed Amirazizi, SE, CBO, Building Official  
(562) 929-5739  
Service: Plan Review since 7/1/1997

Agency: **CITY OF ONTARIO**  
Reference: James Carrow, CBO, Building Official  
(909) 395-2172 office  
Service: Plan Review since 10/1/1998

Agency: **CITY OF PASADENA**  
Reference: Sarkis Nazerian, CBO, Building Official  
(626) 744-7571  
Service: Plan Review  
Plan Review since 1997

Agency: **CITY OF SAN FERNANDO**  
Reference: Francisco Villalva, Building Official  
(818) 898-1231  
Service: Plan Review since 1999

Agency: **CITY OF SANTA ANA**  
Reference: Jason Kwak, P.E., CBO, Building Official  
(714) 647-5862  
Service: Plan Review since 2005 (Retiring 11/20/20)

Agency: **CITY OF TUSTIN**  
Reference: Justina Willkom, Community Development Director  
(714) 573-3115  
Dana Ogden, Dep. Director, Community Development  
(714) 573-3109  
Service: Plan Review since 2/1998 & Building Official since 2012

Agency: **CITY OF DESERT HOT SPRINGS**  
Reference: Keith Hightower, CBO, Building Official/Community Development Director  
(760) 329-6411 ext 257/cell (951) 377-1795  
Service: Plan Review since 2018

Agency: **CITY OF WHITTIER**  
Reference: Michelle Harencame, CBO, Building Official  
(562) 567-9320  
Service: Plan Review since 2018

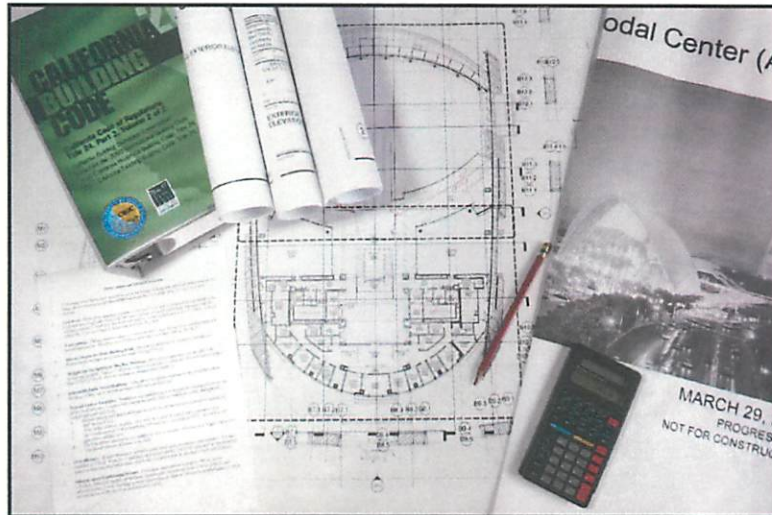
Agency: **CITY OF WESTMINSTER**  
Reference: Justin Ngnyen, P.E./CBO, Building Official  
(714) 548-3475  
Service: Plan Review since 2017

Agency: **CITY OF VISTA**  
Reference: Fred Huddleston, Building Official  
(760) 643-5392  
Service: Plan Review since 2017

Other References are available upon request.



***PROPOSAL FOR  
CONSULTANT SERVICES FOR PLAN CHECK AND  
BUILDING OFFICIAL SERVICES***



***City of Paramount  
November 20, 2020***



***Scott Fazekas & Associates, Inc.***



November 20, 2020

Mr. Antuilo Garcia  
Building and Safety Manager  
City of Paramount  
16400 Colorado Avenue  
Paramount, CA 90723-5012

Subject: Request for Proposals (RFP) For Consultant Services for Plan Check Services and Building Official Services

Dear Mr. Garcia:

Scott Fazekas & Associates, Inc. (SFA) appreciates the opportunity to submit this Proposal to the City of Paramount to provide Building Plan Check and Building Official Services. **SFA is a California Corporation with Small/Micro-Business Certification.**

This Proposal will outline in detail how SFA meets and exceeds all of the City's needs for Scope, Experience and Qualifications in the RFP. **SFA exclusively serves municipalities to avoid any conflicts of interest and specializes in plan review to maintain the highest quality services in the industry.** Our goal and track record is, and has been, to meet the needs of our client agencies as an extension of our client Building Safety Divisions through timely performance, organized systems, quality control, high staff morale, teamwork, and highly credentialed, experienced and trained staff.

SFA's owner and manager, **Scott Fazekas is authorized to sign this Proposal and will personally commit to providing services which will meet and exceed the City's expectations.** The terms covered in this Proposal are valid for 90 days as requested in the RFP. SFA hopes to be considered to provide building plan review services and building official services which will allow us the opportunity to show you what a valuable asset SFA can be to the City of Paramount.

Sincerely,

SCOTT FAZEKAS & ASSOCIATES, INC.



Scott R. Fazekas, AIA, NCARB, CBO, LEED AP, CASp  
President

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## **ABOUT THE COMPANY**

Scott Fazekas & Associates, Inc. (SFA) is a California Corporation founded by Scott Fazekas in June 1996. We are located at 9 Corporate Park, Suite 200, Irvine, CA 92606. It was formed to offer building safety services exclusively to governmental agencies. Mr. Fazekas started and managed identical services for a consulting firm over the 11 years prior to forming SFA, with 12 years of prior municipal building safety experience as a City employee. He began his building safety career 48 years ago in 1972 with the City of Newport Beach Building Department.

**SFA was established to provide services exclusively to municipal building departments.** This not only ensures that **no real or perceived conflicts of interest could occur** but also provides a specialized operation that is tailored to the exact needs of municipal building departments. The regulations, statutes, new and changing codes and increased pressure to meet shorter time lines, make specializing in plan review an asset to the City of Paramount. **The primary service provided to our clients is plan review.** SFA's plan check capabilities are enhanced by our understanding of the roles in a municipal building department which interface with, and rely upon, a competent plan review.

SFA appreciates our client's concern for high quality performance and precise communication when utilizing the services of a consultant. Close interaction with the client is considered an essential part of our consulting services. Our commitment to a thorough understanding of the codes and the intent with which they were written permits consistent and proper enforcement while meeting the expectations of the City and earning the respect of the public.

**All of SFA's plan check staff are licensed Structural Engineers or Civil Engineers** which allows SFA the ability to assign the challenging projects to any one of our engineering staff. This expertise allows SFA the ability to balance our workloads and meet obligations without overloading any one engineer.

## **PROJECT APPROACH**

The project approach will be to provide the highest quality plan review for the City of Paramount by applying our tenured, seasoned, well trained and credentialed plan check engineering staff to each plan sent to SFA for review. While this seems like a simple statement, in order to do this, SFA maintains top quality engineers specifically trained and experienced in building safety plan review by providing stability, pride in their work product, compensation, great office space conditions, organized and highly qualified administrative support staff and a family team environment. SFA values employees with long tenure as the consistency and quality of their work product increases with time. All of our staff take pride in the team of which they are a part.

We do not use part-time moonlighting staff who fill in to make extra money and may not be available to talk to or meet with applicants during the workday. We do not have multiple offices to which plans are farmed out. We have employees that have specialized in plan review for over 18 years to as many as 40 years each. SFA's business model has been to focus on building plan review and to maintain a single office location with tenured staff. Scott Fazekas is the sole owner and personally acts as the Liaison for all City needs and continues to have a technical role in plan review; daily interacting with all staff.

## **KEY AGENCY NEEDS**

The entire Proposal addresses all the components that as a whole make SFA a high quality solution to the City's needs. Some of the following are highlights which we feel are specifically germane to the RFP.

- **Exclusively serving municipalities** for zero conflict of interest.
- **Fast turnaround times:** 10 working days for initial review; 5 working days for rechecks. Large projects as agreed upon with City but not to exceed four weeks.
- **Paper or Electronic** plan submittal and review options.
- **Small Business Certified** by State of California GSA
- **Experience of individual plan check staff** in this field.
- **Municipal experience in building departments** familiarity with all internal & external agency and division needs.
- **Excellent references** by numerous municipalities.
- **E-mail of correction lists to City** for timely communication.
- **Quality Control** measures practiced to insure a quality work product.

SFA incorporates several internal procedures which will: 1) insure better communication with our client agencies and the applicants; 2) achieve plan reviews which are more consistent with the specific policies and needs of our clients; and 3) enhance internal organization and processing.

## **Philosophy**

Through our experience in providing contract services to governmental agencies, SFA has identified concepts and ideas that are essential for a consultant to possess in order to effectively fulfill the building department requirements of a city or county. They are as follows:

- The experience and staff to respond to each agency's needs in a timely, efficient and cost effective manner.
- Administrative and management ability of high caliber to identify problem areas and provide for their correction in a timely and sure manner.
- The ability to recognize and develop the attributes and strengths of staff members and to utilize them to their full potential.

- A reputation for quality performance and integrity to successfully administer all aspects of the codes.
- Expectations and performance accountability that are established and adhered to. Professional representation on behalf of the client agency in order to maintain good public relations.
- Communication with the assigned client agency liaison through meetings, memorandums and status reports.
- Coordination with other agencies which require Building Department involvement.
- Attendance of key meetings to keep informed on the most recent code administration techniques and procedures.
- Attendance at any required meetings, connected with the plan review or building official services.

**SFA does not perform any work for the private sector so no conflict of interest can result during our tenure, allowing SFA staff to be objective in the enforcement of regulations.**

### **Financial Stability**

SFA was founded in 1996 by Scott Fazekas as a California Corporation. There have never been any partners or investors. SFA operates on a cash basis with zero debt. SFA has never required a credit line for payroll or any other expense. We have operated without loans through the 2008-2009 recession and during the recent COVID conditions. We have not borrowed from the bank or taken any PPP funds. SFA has operated efficiently and responsibly. Scott Fazekas has, and will be, actively involved with insuring that quality services are delivered to the City of Paramount and will be the primary contact for all communication with the City.

## **QUALIFICATIONS AND EXPERIENCE**

### **Three (3) Recent Unique, Large Scale Projects Reviewed by SFA**

#### **Amazon Fulfillment Center - Beaumont, CA**

The Amazon project had a valuation of approximately \$278 million. It consisted of a 4-story Type 1 sprinklered building with a total area of 2.5 million square feet. There were Alternate Methods & Materials Requests (AM & MR) with a request to eliminate the 2-hour fire protection required for Type 1 Construction by providing fire modeling reports and proposing mitigating measures to achieve “equivalency with Code requirements. This involved coordination between Fire and Building.

SFA provided 100% of the building safety review services. The initial turnaround time and rechecks were 10 and 5 days for each recheck respectively, which were less than the allowed time by the City's Building Official. SFA was involved at preliminary stages. Also, this project involved a lot of time with the AM&M and went through eight (8) plan reviews since the developer/design team worked on portions of the project to make progress instead of comprehensive and complete responses each time. The total time to complete all 8 reviews, including the design team's work between each submittal was 4 months from submittal to approval.

The Building Official for the project was Keith Hightower. He has recently taken the position of Building Official for Desert Hot Springs. The current Building Official in Beaumont is Pedro Rico. He is also familiar with the project.

Contact: Pedro Rico, Building Official  
Office: (951) 769-8529 #7  
Cell: (951) 587-0542  
Contact: Kristine Day, Assistant City Manager  
Office: (951) 769-8520

**Previous**

Contact: Keith Hightower, Mr. Hightower is currently the Building Official in Desert Hot Springs His Phone No:  
Office: (760) 329-6411 ext 257  
Cell: (951) 377-1795

**Education First School - Costa Mesa, CA**

The Education First project had a valuation of approximately \$12.2 million. It consisted of a campus of six separate structures. Some were altered and others rebuilt or new. The original campus was Trinity Broadcasting Network's property. Education First is a private school for high school students who are exclusively from foreign countries and they live on campus. SFA worked on the Education First project in Pasadena as well. This project had AM&MR's for several items including issues with gurney elevators, fire access, bedroom escape windows, non-conforming stairs and construction types. Preliminary reviews, phone calls and meetings between submittals occurred. These items involved both Building and Fire Department coordination. For this project SFA also provided the Fire review for the Fire Department.

SFA provided 100 % of the Building and Fire reviews. The turnaround times were 15, 10 and 5 for the initial review, first recheck, and additional rechecks, respectively which were less than the schedule agreed upon at the beginning.

The Building Official for this project was Issam Shahrouri. He is now the Community Development Director/Building Official for the City of Oakland, CA.

**Building:**

Contact: Charles Chamonn, Plan Check Manager  
Office: (714) 754-5614  
Cell: (714) 425-7138

**Previous**

Contact: Issam Shahrouri, Building Official  
Cell: (949) 245-5686

**Fire:**

Contact: Jon Neal, Fire Marshal  
Office: (714) 754-5049  
Cell: (714) 651-8270

**Palmer Ontario Properties - Ontario, CA**

Palmer Ontario is a mixed use development with a valuation of approximately \$82 million. It consists of 3 levels and 925 residential units over a concrete podium parking garage with assembly, business, storage, parking and residential occupancies. It has Type 1A, VA and VB Construction. It is characterized by extremely long travel distances and multiple firewalls and horizontal exits. It also includes a 2 story clubhouse. This project also involved preliminary discussions with the Building Official.

SFA provided 100% of the building safety review services. The turnaround time and rechecks were 9, 9 and 5 days, for the initial 1<sup>st</sup> recheck and remaining rechecks respectively which were within the allowed time frames by the City Agreement.

Contact: Kevin Shear, Building Official, City of Ontario (Recently retired)  
Cell: (909) 322-6324



<u>Name</u>	<u>Qualifications</u>	<u>Type of Review Work</u>
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**Principal/Project Manager**

Scott R. Fazekas, President AIA, NCARB, CBO, CASp LEED AP	Registered Architect, CA, NCARB Colorado Certified Plans Examiner ICC/ Calbo Certified Building Inspector, ICC/ Calbo LEED Accredited Professional, LEED Certified Access Specialist (CASp) DSA Certified Building Official, ICC	Building & Structural Plumbing, Mechanical, Electrical T24 Energy, Accessibility
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**Scott Fazekas, as Principal and Project Manager will be responsible for the administration of services and seeing that services are tailored to the specific needs of the Agency.** He has managed consulting plan check and building safety services for over 33 years. He will also perform plan reviews and assign which employees will work on each given project. Mr. Fazekas is Past President of the Orange Empire Chapter of I.C.C. and has served on the Code Development and Education Committees. He also serves in the capacity of Building Official for two cities and stays abreast of changing regulatory trends.

**Associates**

Ganesh Rao, S.E.	Registered Structural Engineer, CA Registered Professional Engineer, CA Certified Plans Examiner, ICC/ Calbo	Building & Structural Plumbing, Mechanical, Electrical T24 Energy, Accessibility
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Mr. Rao has diverse design experience of wood, concrete and steel in low, mid and high-rise structures of varying occupancy groups. Now focused in plan review he brings a thorough knowledge of current structural code provisions. He has worked for SFA for 21 years.

Vic Penner, S.E.	Registered Structural Engineer, CA California Structural Engineers Association of Southern California American Society of Civil Engineers; International Conference of Building Officials	Building & Structural Plumbing, Mechanical, Electrical T24 Energy, Accessibility
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Name	Qualifications	Type of Review Work
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Vic Penner had been with the City of Los Angeles Building Safety for the majority of his career with experience in both plan review and supervision. He has worked for SFA for 20 years.

Brett Archibald, P.E. CASP	Registered Civil Engineer, CA Certified Plans Examiner, ICC Certified Mechanical Inspector, ICC International Code Council American Society of Civil Engineers Build it Green Certification, CA Certified Access Specialist, CASp	Building & Structural Plumbing, Mechanical, Electrical T24 Energy, Accessibility
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Brett Archibald has 15 years experience in residential and commercial plan review.

Peter Tang, P.E.	Licensed Civil Engineer, CA	Building & Structural Plumbing, Mechanical, Electrical T24 Energy, Accessibility
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Peter Tang joined SFA after having spent sixteen years in structural design. His expertise in wood-framed structures and rack design has made him a valuable resource. Peter has 18 years experience in residential and commercial plan review.

Scott Beery, P.E.	Registered Professional Engineer, CA Certified Plans Examiner, ICC	Building & Structural Plumbing, Mechanical, Electrical T24 Energy, Accessibility
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Scott Beery has 15 years of municipal plan review experience. His structural design experience has covered residential, schools and a variety of commercial structures including timber, steel concrete and masonry construction materials.

<u>Name</u>	<u>Qualifications</u>	<u>Type of Review Work</u>
Kyle Tonokawa, P.E.	Registered Civil Engineer, CA Certified Access Specialist CAsp	Building & Structural Plumbing Mechanical, Electrical T24 Energy, Accessibility

Kyle Tonokawa joined SFA in 2018. He has plan checked and approved plans, design calculations and reports for various commercial and residential buildings and developments for compliance with the California Building Code, State Title 24 Accessibility, ADA and Energy requirements. He has 33 years of combined experience with L.A. City, Anaheim and Irvine Building Departments.

Randy Buck, Electrical Engineering	IAEI Professional Member	Electrical Review
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Randy Buck provides specialized electrical plan review for all types of commercial and industrial and residential buildings. He worked as Chief Electrical Inspector and then Chief Inspector in the City of Costa Mesa and now works for SFA reviewing Electrical plans and consulting with the plan check staff on electrical code. Mr. Buck is a past President, International Association of Electrical Inspectors (IAEI).

Resumes are at the end of the Proposal.

## **SCOPE OF WORK**

### **Overall Process**

Scott Fazekas & Associates, Inc. (SFA) proposes to provide start to finish comprehensive plan review services as-needed when assigned by the City of Paramount. All of our plan staff are located in our Irvine office which is 30 miles from City Hall. Plans will be picked up from City Hall with 24 hours of notification when in paper format, or will receive the plans electronically when notified by the City when they send a link and the application paperwork.

During the review process, once the initial review or resubmittal is plan checked, the plans (**paper or electronic format**) are sent with plan review comments to the applicant with an electronic copy of the Correction List directly to the City's Building Official and any other desired, designated staff. Also, as an extra service, SFA will copy the Owner with the Correction List as a courtesy. This is discussed further in the Additional Data section. SFA's plan check engineers are available to the applicants by phone, e-mail, in person or virtual meeting via Zoom to discuss any questions prior to resubmittals.

When the applicant and/or design team have resolved corrections through the resubmittal and recheck process and have shown compliance with all applicable codes, ordinances, state and federal laws and City Policies and Interpretations, SFA will return a Transmittal with 2 sets of approved plans, stamped and signed by SFA, to the City in either paper or electronic format as required. A copy for the Assessor is also included when appropriate depending on the project scope.

### **Communication with Applicants**

SFA has multiple mediums with which to communicate with applicants during the process. The method selected is intended to be the most convenient, timely, efficient, inclusive to all relevant parties, and which medium the design team has available to them. SFA lists the communication tools currently being utilized in our daily operations:

1. Zoom meetings
2. Conference call dial-ins
3. Combination of Blue beam shared on-line viewing with conference call to discuss plans.
4. On-site meetings
5. Meeting attendance at City Hall
6. Phone
7. Fax
8. E-mail and pdfs

Considerations such as the location(s), number of participants, complexity of the subject and even personality of the contacts plays a role in how our method of interaction is selected.

### **Plan Assignment/Routing**

When plans are received either initially or for recheck, the plans are promptly routed to the plan check engineer with an assignment tag and the due date, so the engineer can schedule their time accordingly. All plan check engineers are paid hourly instead of salaried so they receive pay for all overtime at a rate of 1.5 times regular payroll. No pre-approval is required. This overtime pay system allows them to put in extra time when needed in order to **always meet the deadline**. **A weekly Turnaround Report is run and reviewed by management to verify that all deadlines have been met or exceeded.** By assigning work to the engineers quickly, offering automatic overtime pay and reviewing performance reports, SFA consistently meets our deadlines and will do so for the City of Paramount.

The Scope of Review provided by SFA covers all the codes mandated for enforcement by the Building Department and are listed as follows:

- California Building Code, 2019 Edition (And whatever Edition goes into effect as mandated by State Law)
- California Mechanical Code, 2019 Edition
- California Plumbing Code, 2019 Edition
- California Electrical Code, 2019 Edition
- California Energy Code, 2019 Edition
- California Residential Code, 2019
- All California Adopted Codes
- City Grading Ordinance
- All California Statutes which mandate local enforcement
- All related State and Local Codes adopted by Paramount as well as future adopted codes and ordinances during the term of the contract term
- City Policies
- City Interpretations

### **Plan Review Document Verification**

The plan reviews also consist of checking the Application against the plans to verify accuracy and consistency of the description, valuation, square footage, construction type, use, and occupancy. In order for the plan checks to reflect the City's specific administrative preferences, policies, interpretations and routing protocols, SFA will customize a Paramount Correction List Text which insures that specific requirements are not missed. SFA will also maintain a summarized outline of Paramount's Ordinance requirements and administrative policies that each plan check engineer references. It can be amended at any time by the Building Official by an e-mail or phone call. This enhances plan reviews that are consistent and in accordance with directives of Paramount's Building Official.

### **Correction List Format**

To enhance **fairness** to the designer with the Correction List, the format is such that upon recheck, all the corrections which are resolved by the designer's response are deleted/dropped from the list; only the unresolved items remain. The initial corrections that are unresolved remain in light font for reference with the follow-up correction clarification as to what remains outstanding and why, is typed in bold font. This lets the designer (and owner) see that it is not a new correction that was added but was simply not resolved by the designer, and why.

## **Scheduling and Tracking**

SFA's plan log has all the features for flawlessly tracking both routing and review status. It features the ability to provide status reports, statistical reports, performance and management reports. This is available to the City as requested. Our Reports show:

- Dates received, reviewed, checked, notified and shipped
- Tracking status by UPS or Courier
- Plan Check Engineer's name, contact information, where and how to respond and resubmit for recheck
- Correction Lists
- Special Notes to flag unique project-specific items.

**SFA also has a condensed Report on our website which is available to the City and Applicants by which the status of a project can easily be checked.**

## **Turnaround Time**

The proposed turnaround times would be:

Plan Check Services	Maximum Timeframe for Delivery
Major Plan Check: e.g. multi-family residential, commercial and other non-residential project	10 Business Days
Subsequent & resubmitted plan checks; new single family house; and simple tenant improvements for non-residential buildings.	5 Business Days
Minor Plan Check: e.g. room additions for single family house; detached structures, and re-roofing	10 Business Days
Grading Plan Check for new construction	10 Business Days
Subsequent or resubmitted grading plan checks	5 Business Days
Other Services	As agreed upon case-by-case
Accounting & reporting	As needed by City
Return of Phone Calls	2-4 hours

Unique projects that would be unusually complex and large in scale would be as agreed upon in advance with the City.

SFA has worked with our client cities on numerous projects which required preliminary meetings, condensed schedules, phased reviews and tight goals on permit issuance deadlines.

### **Additional Scope Provided by SFA**

Building Official Services are offered on an as-needed basis as requested in the RFP. The Building Official is not expected to have set office hours and will be expected to be available as-needed by the City or by developers. These services are available in person, by phone, via Zoom or a combination of communication tools. SFA currently serves as the Building Official for the Cities of Tustin and La Habra Heights. The arrangements there are similar to the City of Paramount's needs in that there are no set hours. As requested, time for staff meetings/training can be scheduled twice per month in person or via Zoom, whichever is appropriate. SFA does not charge for commute time.

**SFA has three (3) CASp professionals on staff.** The Certified Access Specialist shows a level of competency in not only California Access Regulations, but in both federal and state laws and how both citizens and the City are affected.

**Preliminary meetings** either virtually or Zoom, at City Hall or on the job site are offered by SFA. These meetings are offered at **no additional cost to the City.**

Phone consultations are available to the City on any topic, regardless of whether or not it's for a project worked on by SFA. **Code issues are addressed as a courtesy with no charge.**

### **SFA's Office**

**All of SFA's plan review services are based in our Irvine office which is 30 miles from City Hall. Having all of our staff in one office location enhances quality control through:**

- Creating a team information sharing environment,
- Single location of all staff for meetings to train and discuss uniformity
- Central location for tracking plans, entering data, typing Corrections, handling phones
- No sharing of plan assignments occurs by shipping to other district offices

## **Electronic Tools**

Some of the key elements which are relied upon for a plan review operation are 1) Plan Check software and hardware, 2) Plan Correction List development and distribution, 3) Municipal Permit System data, 4) Courier and UPS tracking, 5) e-mail correspondence with the City and applicants, and 6) the Plan Log Program and 7) on-line access to client software.

- 1) SFA has (5) five electronic plan review stations. Each has dual 43" screens with 4K resolution. Bluebeam Revu is our primary software which the plan check engineers prefer to use. Adobe Reader is also available. We also have a digital security stamp through Bluebeam which uses Sectigo Security to allow us to lock plans to prevent tampering. SFA can accept plans from any City format by simply providing us a link to download into our system.
- 2) Our plan check correction lists are typed using Microsoft Word and the Correction lists are sent via e-mail to the City and applicants.
- 3) Municipal permit tracking systems used by cities for which we do electronic plan reviews have been Bluebeam, Accela, E-Plan Soft Review (EPR) Sire and EnerGov.
- 4) SFA's Administrative Section has a computer tracking station exclusively for UPS accounts. Status of plan deliveries and time, dates and individuals who signed for plans is easily accessed.
- 5) All e-mail correspondence is sent in either electronic file or as pdf format depending on the document type and City preference using Microsoft. When required in another format, it can be saved in another requested format before sending.
- 6) SFA has developed a sophisticated Plan Log System that tracks plans, lists Application and Correction data, develops invoicing, and provides reports for performance data.
- 7) When requested by a client, SFA has been granted licenses by the City to allow us to **access the City's database and to review the plans in their system.**
- 8) SFA has an on-line plan review status tool on our website for access by the City and Applicant. Our Correction Lists communicate how it can be accessed as a convenience.

## **City Role/Time Involvement**

It is the goal of SFA to make the effort by City staff to be zero, or at least very minimal regarding the start-to-finish plan review process. The City uses a consultant to relieve the City of that assignment. Since SFA works at the pleasure and direction of the City, the City has the right to determine what, if any, involvement they have. SFA is simply an extension of the City staff as a resource as-needed.



As Building Official, SFA will work to insure the City is well represented, staff back-up is provided and codes are professionally and fairly applied.

## **ADDITIONAL FEATURES**

### **Hold Form Policy**

Plan review is an **essential function in the City's role of establishing compliance with minimum codes, regulations and ordinances** but must be balanced with a **customer service attitude** that establishes a helpful and constructive attitude by the plan check staff in attaining **plan approval**. When a plan check submittal response is not entirely complete or ready for approval but the remaining items are relatively minor, **SFA's HOLD Form allows us to update the City of the Corrections but lets the City know that we have called, notified and are working with, the design team on minor items that can be resolved by slip-sheeting, attaining missing signatures, resolving calculations, etc. . .** The applicant and designer are always appreciative of this personalized level of service which avoids delays by additional plan routing or having to resubmit and wait their turn in line after another resubmittal. This is one of the ways that SFA puts forth the effort to make our client, the City of Paramount, look good. This also lets the City see that our turnaround time is met since the HOLD Form shows that the review was done on time but had corrections. The applicant views it as assisting them in fast-tracking their job.

### **Owner Notification Policy**

SFA has recently implemented a new idea with one of our client agencies that is a departure from conventional Building Safety protocol but is innovative in enhancing the professional image of the City to the property owners. SFA will provide this service for Paramount if Management so desires.

If using the Owner Notification, the applicant is required to provide the owner's contact information on the Application, including e-mail address. When SFA sends out the Correction List to the applicant or design professional, the owner is also provided a copy. It is prefaced with a statement on the e-mail that no action is required by the owner but that the information is provided as a courtesy at the request of the City's Building Official to keep them informed on the progress of their project. The language in this e-mail is subject to the City's approval.

Often, the design team uses the "City" which includes the "Consultant", as the scape goat. They often make excuses to their client for their schedule and workload which delay resubmittals or cause the resubmittals to be incomplete, just to be able to tell their client that they've resubmitted. The owner will see the dates of Correction Lists and the follow-up comments and items that have not been resolved and why. Having the owner engaged should in theory, reduce the number of rechecks needed, facilitating earlier approval, and will reduce or avoid blame being directed at SFA or the City. This, as with the HOLD Form, is another way SFA provides tools to enhance the City's image to their community.

## **Applicant Questionnaires**

SFA provides Applicant Questionnaire at the time of initial review for the design/developer team to complete after the review process is complete. This allows follow-up of any potential process issues but also lets the plan check team know they're open to receiving comments. SFA only implements this when requested by the City, as cities often have their own-quality control measure preferences.

## **SFA REFERENCES**

SFA currently provides building plan review services for the following agencies and SFA encourages the City to contact these agencies regarding our work performance.

Agency: **CITY OF ARCADIA**  
Reference: Ken Fields, Building Official  
(626) 574-5420  
Service: Plan Review since 5/1/1999

Agency: **CITY OF BEAUMONT**  
Reference: Christina Taylor, Community Development Director  
(951) 572-3212  
Pedro Rico, CBO, Building Official  
(951) 769-8529 ext. #7  
Service: Plan Review since 7/1/2007

Agency: **CITY OF CATHEDRAL CITY**  
Reference: Robert Rodriguez, Acting Building Official  
(760) 202-1460/760 770-0344  
Service: Plan Review since 4/1/2002

Agency: **CITY OF COSTA MESA**  
Reference: Charles Chamoun, Chief Plans Examiner  
(714) 754-5614  
Services: Plan Review since 1996

Agency: **CITY OF IRVINE**  
Reference: Kam Chitalia, Building Official  
(949) 724-6371  
Services: Plan Review since 1996

Agency: **CITY OF LAKE ELSINORE**  
Reference: Bill Belvin, CBO, Building Official  
(951) 674-3124, #226  
Service: Plan Review since 8/1/1996

Agency: **CITY OF LA HABRA HEIGHTS**  
Reference: Fabiola Huerta, City Manager  
(562) 694-6302, #227  
Reference: Rafferty Woddrige, Assistant City Manager/  
Community Development Director, #235  
Service: Plan Review & Building Official since 1/31/2010

Agency: **CITY OF NORWALK**  
Reference: Saeed Amirazizi, SE, CBO, Building Official  
(562) 929-5739  
Service: Plan Review since 7/1/1997

Agency: **CITY OF ONTARIO**  
Reference: James Carrow, CBO, Building Official  
(909) 395-2172 office  
Service: Plan Review since 10/1/1998

Agency: **CITY OF PASADENA**  
Reference: Sarkis Nazerian, CBO, Building Official  
(626) 744-7571  
Service: Plan Review  
Plan Review since 1997

Agency: **CITY OF SAN FERNANDO**  
Reference: Francisco Villalva, Building Official  
(818) 898-1231  
Service: Plan Review since 1999

Agency: **CITY OF SANTA ANA**  
Reference: Jason Kwak, P.E., CBO, Building Official  
(714) 647-5862  
Service: Plan Review since 2005 (Retiring 11/20/20)

Agency: **CITY OF TUSTIN**  
Reference: Justina Willkom, Community Development Director  
(714) 573-3115  
Dana Ogden, Dep. Director, Community Development  
(714) 573-3109  
Service: Plan Review since 2/1998 & Building Official since 2012

Agency: **CITY OF DESERT HOT SPRINGS**  
Reference: Keith Hightower, CBO, Building Official/Community Development Director  
(760) 329-6411 ext 257/cell (951) 377-1795  
Service: Plan Review since 2018

Agency: **CITY OF WHITTIER**  
Reference: Michelle Harencame, CBO, Building Official  
(562) 567-9320  
Service: Plan Review since 2018

Agency: **CITY OF WESTMINSTER**  
Reference: Justin Ngnyen, P.E./CBO, Building Official  
(714) 548-3475  
Service: Plan Review since 2017

Agency: **CITY OF VISTA**  
Reference: Fred Huddleston, Building Official  
(760) 643-5392  
Service: Plan Review since 2017

Other References are available upon request.

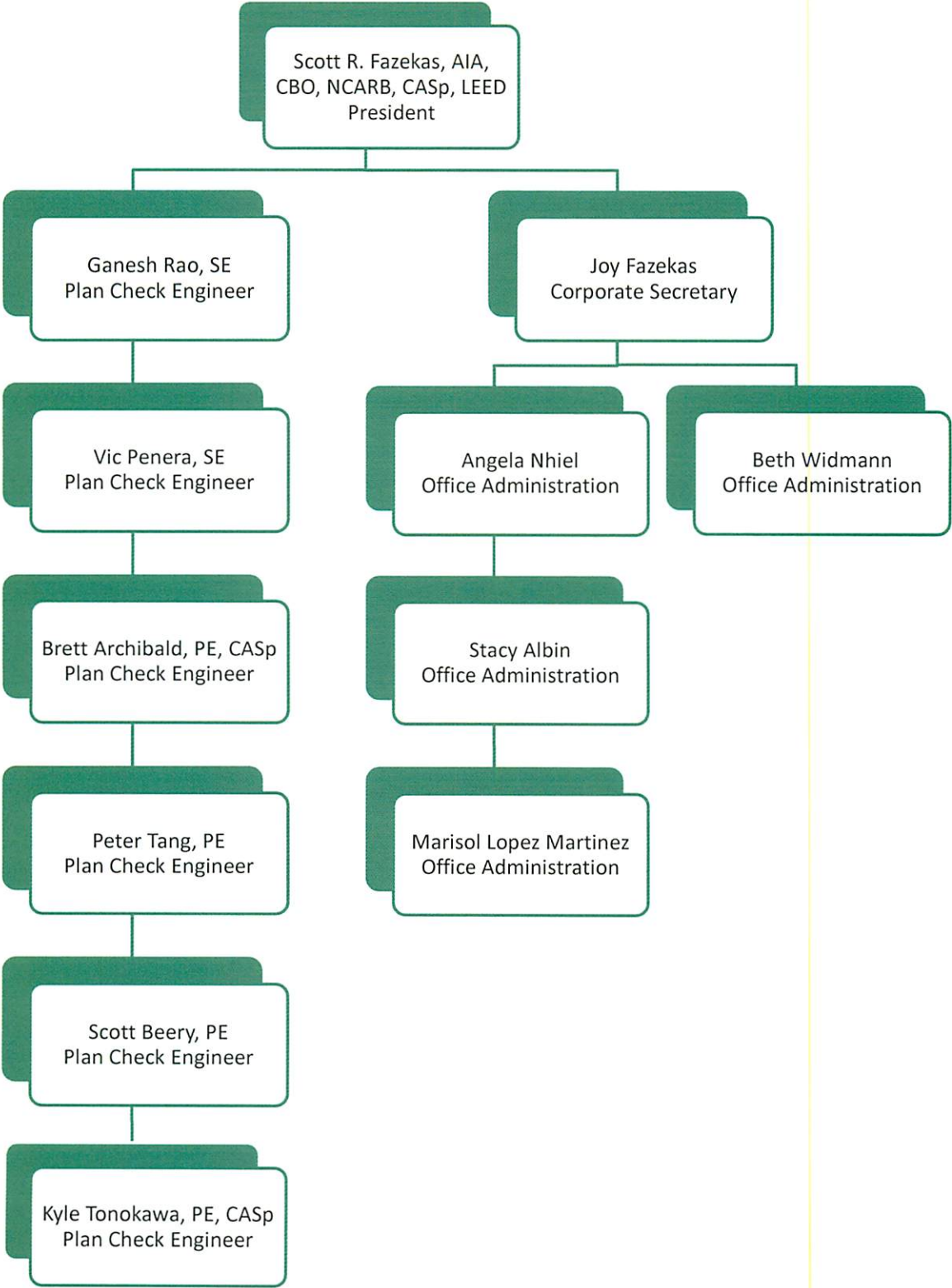
## **PRICE PROPOSAL**

SFA proposes to provide plan review services for sixty-five percent (65%) of the City's plan check fee schedule using the most current Valuation Data Chart available by ICC. As requested in the RFP, a rate of 125% is proposed for projects requesting accelerated turnaround times.

**SFA will not charge for rechecks** unless the plans are incomplete or revised for which the City would also collect additional fees from the applicant as well. The City would then have the funds to reimburse SFA. Additional reviews not covered under the typical plan review fee would be charged at \$110/hour.

Building Official services are proposed at \$125/hour.

Scott Fazekas & Associates, Inc.



## **SFA'S RESUMES**

## **SCOTT R. FAZEKAS**

### **EDUCATION**

Bachelor of Science in Architecture, California State Polytechnic University, 1980  
Supplementary Structural Course Work, California State University, Fullerton, 1984

### **PROFESSIONAL REGISTRATION**

Licensed Architect, California, C-19012, Colorado, Nevada, NCARB

### **CERTIFICATION**

LEED Accredited Professional, LEED  
Certified Access Specialist, DSA CASp-063  
Certified Building Official, I.C.C. 808505-CB  
Certified Plans Examiner, I.C.C., C.B.C. 808505-K-6  
Certified Building Inspector, I.C.C., C.B.C. 808505 K-1

### **EXPERIENCE**

Mr. Fazekas is President of Scott Fazekas & Associates, Inc. (SFA) which provides building official, building plan check and building inspection services to governmental agencies. He has interfaced with architects, engineers, designers, contractors, plan checkers, inspectors, developers and building owners to achieve code compliant building construction through the application of local, state, and federal codes and regulations.

Mr. Fazekas has plan checked buildings which encompass the full spectrum of building types and occupancy groups and has served as building official for fourteen jurisdictions through long term and interim contract arrangements. He has also contributed to both the design and code enforcement professions by regularly lecturing at code-related seminars and classes for Calbo and ICC. He served six years on the American Institute of Architects Building Performance and Regulations Committee where he as AIA's representative voted on the ANSI A117.1 Disabled Access Standards. He also served four years on I.C.B.O.'s General Design/Structural Review Committee and on the Orange Empire Chapter of I.C.B.O.'s Code Change Committee. He has served on the local Orange Empire Chapter of ICC's Board and was President in 2005. He has served as both contract and interim Building Official for 20 jurisdictions during his last 28 years in the private sector.

Mr. Fazekas has 48 years of progressive experience working in and for building departments. Prior to starting SFA, he was employed by BSI Consultants, Inc. as a Senior Vice President and Division Manager of the Building Safety Division. He was responsible for starting, developing and managing the Building Safety Division for 11 years. During that time he served as building official in California and Washington jurisdictions and oversaw plan review services for more than one hundred client agencies. He also founded and served as President of Employment Systems Inc., which was a corporation dedicated to municipal staffing needs. Before his term with BSI, he spent 13 years working for the building divisions in the Cities of Newport Beach and Costa Mesa where he worked his way through all levels in the departments from clerk to permit technician, inspector and plan check engineer.

### **PROFESSIONAL AFFILIATIONS**

A.I.A., I.C.C., CALBO

**Scott Fazekas & Associates, Inc.**



**EDUCATION**

Masters of Science in Civil Engineering

Brigham Young University, Provo, Utah

Bachelor of Science in Civil Engineering, Bangalore University, India

**PROFESSIONAL REGISTRATION**

Registered Structural Engineer in California S4471

Registered Professional Engineer in California C52721

Certified Plans Examiner, I.C.C. 1136557-60

**EXPERIENCE**

Mr. Rao has been a building plan check engineer in SFA's Irvine office since 1998. He reviews both commercial and residential plans for compliance with model codes and local ordinances. He has a total of 29 years of progressively involved engineering experience.

Prior to his employment with SFA, Mr. Rao has spent eight years in the design field with experience in California, Nevada and Hawaii designing wood, steel concrete and post-tensioned low, mid and high-rise structures. Occupancies which he has performed design work for have included retail, medical, office resort, bridge, industrial, schools, parking structure and hanger facilities.

Mr. Rao has experience in a variety of geographic regions. His design experience includes projects in California, Nevada, Washington, Oregon, Hawaii and the Territory of Guam. His plan review experience has been in California, Nevada and Colorado. Mr. Rao has reviewed plans for code compliance, residential, tenant improvement, low to mid-rise, tilt-up warehouses, etc. Projects included a three-dimensional finite element analysis of space frame for a mall in the Territory of Guam, Disney Building in Burbank utilizing "Haunch" moment connections, seismic retrofit of Mattel Distribution Center, an aircraft hanger and Sony Technology Center in San Diego. Projects also included design and detailing of antenna structure ranging from 30 feet monopole to 400 foot latticed tower.

## **VICTOR A. PENERA**

### **EDUCATION**

Bachelor of Science in Mechanical Engineering  
California State University, San Diego 1968  
Master of Science in Mechanical Engineering  
University of Southern California, 1970  
Supplementary Structural Course Work  
California State University, Los Angeles, 1973-76

### **PROFESSIONAL REGISTRATION**

Registered Structural Engineer, California 1976, 2083  
Registered Professional Engineer, California 1971, 21629

### **EXPERIENCE**

After completing 30 years of service with the City of Los Angeles, Mr. Penera retired in April , 2000 and immediately joined SFA as a member of its plan check engineering staff.

Having worked four years in the Department of Public Works and 26 years in Building and Safety with the City of Los Angeles, Mr. Penera has substantial experience in both design and plan checking of structural systems. In the 26 years he spent with LA Department of Building and Safety, he plan checked a wide spectrum of structural systems, occupancies and uses; from simple, wood-frame, single family room additions to complex, high-rise, steel office buildings.

During the last three years of his career with Los Angeles Department of Building and Safety, Mr. Penera served as the Deputy Superintendent of Building in charge of the Engineering Bureau. As Chief of the Engineering Bureau, Mr. Penera oversaw a staff of 175 engineers, technicians and clerical staff responsible for the checking for compliance of state and local regulations related to building, electrical, plumbing, mechanical and zoning issues.

Mr. Penera was active in the development of the first International Building Code (IBC). For one year he served on the Steering Committee for the development of the first draft of the IBC and for two years served as Chairman of the Structural Subcommittee to draft the structural engineering chapters (Chapters 16-26) of the proposed IBC.

### **PROFESSIONAL AFFILIATIONS**

Structural Engineers Association of Southern California  
American Society of Civil Engineers  
International Conference of Building Officials

## **KYLE B. TONOKAWA**

### **EDUCATION**

Bachelor of Science in Civil Engineering, California State Polytechnic University, 1985

### **PROFESSIONAL REGISTRATION**

Civil Engineer, CA

### **CERTIFICATION**

Certified Access Specialist, (CASp), DSA CASp-0642

### **EXPERIENCE**

Mr. Tonokawa is a plan check engineer in SFA's Irvine office. He provides plan reviews of all types of construction and occupancy groups. Through his 33 years of municipal building department career he has gained diverse experience in zoning reviews, testing of proprietary construction products and listing, grading reviews and geotechnical report reviews and management of plan check staff in addition to comprehensive plan review responsibilities.

Mr. Tonokawa began his career in 1985 as a plan check engineer with the City of Los Angeles where he worked for 13 years providing building, zoning and grading plan reviews. He then spent nine (9) years as Senior Plan Check Engineer with the City of Anaheim where he handled major projects, as well as code interpretation resolutions and project flow and scheduling. His most recent position before joining SFA was 11 years in the City of Irvine as Senior Plan Check Engineer where, in addition to complex plan reviews, he handled staff training, inter-departmental representation and interfacing with consultants in providing plan review services.

### **PROFESSIONAL AFFILIATIONS**

Calbo - Post Disaster Safety Assessment Evaluator  
California Office of Emergency Services - Essential Engineering Duties  
I.C.C.

**EDUCATION**

Bachelor of Science in Architectural (Structural) Engineering, California Polytechnic University, San Luis Obispo, CA

Associate of Science-Fire Technology, Santa Ana College, Santa Ana, CA

**PROFESSIONAL REGISTRATION**

Licensed Professional Civil Engineer, California

**CERTIFICATION**

Certified Plans Examiner, I.C.C., C.B.C.

**EXPERIENCE**

Mr. Beery has worked in the private design sector for eight years and he has 15 years municipal plan review experience. His structural design experience has covered residential, schools and a variety of commercial structures including timber, steel, concrete and masonry construction materials.

Prior to Mr. Beery working at SFA, he was an Associate Engineer for over two years with the County of San Diego Building Department. He then worked at the City of Anaheim for seven years as a Senior Plans Examiner and Plan Check Supervisor. His latter experience involved management duties and public interface with applicants as well as hands-on plan review.

At SFA, Mr. Beery provides comprehensive plan review services for all types of construction types and occupancy groups.

## **BRETT ARCHIBALD**

### **EDUCATION**

Bachelor of Science in Civil Engineering, California State San Diego, 2002  
Structural Emphasis in Course Work

### **CERTIFICATIONS**

Registered Civil Engineer, California C69206  
Certified Plans Examiner, I.C.C. 5114159-60  
Certified Mechanical Inspector, I.C.C. 5114159-41  
Build It Green Certification, CA  
Certified Access Specialist, DSA CASP-122

### **EXPERIENCE**

Mr. Archibald is one of SFA's professional staff in our Irvine office. He has 18 years of experience with SFA reviewing both residential and commercial projects. He is responsible for tracking changes in T-24 Energy Regulations and updating all staff.

Mr. Archibald has experience in plan checking a variety of projects including single and multi-family housing, tenant improvements, new commercial and industrial buildings, seismic retrofits, tilt-up warehouses, etc. These projects involved structural systems such as wood framing, light gauge steel, moment frames, cantilever columns, concrete and masonry.

Mr. Archibald has also been instrumental in helping to establish tailored documentation for some of SFA's newer clients or clients which are modifying procedures or policies. His computer skills have assisted in the coordination of SFA processing with the needs of our clients.

### **PROFESSIONAL AFFILIATIONS**

International Code Council  
American Society of Civil Engineers

**EDUCATION**

Bachelor of Science in Engineering, California State Polytechnic University, 1994

**PROFESSIONAL REGISTRATION**

Licensed Civil Engineer, California, C-59691

**EXPERIENCE**

Mr. Tang has been a plan check engineer in SFA's Irvine office for 18 years. He reviews both residential and commercial plans for compliance with model codes and ordinances. With a background in forensic investigations on wood-framed structures, he is particularly well versed in wood structures.

Over an 18 year period, Mr. Tang has been exposed to a variety of engineering design assignments with three different structural design firms. He was employed by Seismic, Inc. in Pomona, Ficcadenti & Waggoner Structural Engineers in Irvine, and John A. Martin Structural Engineers in Los Angeles prior to his employment with SFA.

Mr. Tang has been an excellent supervisor to junior plan checkers in the area of wood framing. His expertise in rack design has also made him a valuable resource in the review of increasingly large rack systems.

Mr. Tang was a project designer on Fresno State's Savemart Center, a steel and concrete sports area; the Pacific Grand Resort, a steel conference center in Huntington Beach; the Westpart Tiempo Community in Irvine, a seismic retrofit of homes; and the Casa Gateway Condos in Pacific Palisades, a seismic evaluation of 3-story homes.

**REFERENCE LETTERS BY THREE OF SFA'S CLIENT CITIES**



PLANNING & COMMUNITY DEVELOPMENT DEPARTMENT  
BUILDING & SAFETY DIVISION

March 3, 2020

**Subject: Scott Fazekas & Associates, Inc. Reference**

To Whom It May Concern:

I am the Building Official for the City of Pasadena and have had the opportunity to be the direct contact between our City and Scott Fazekas who is actively involved as the project manager for our building safety plan review services. We have utilized Scott Fazekas & Associates, Inc. in Pasadena since 1996. Their entire staff are well credentialed, professional and always responsive to our needs.

I am more than happy to be reached to discuss any questions you may have regarding their qualifications. You may reach me directly at (626) 744-7087 or by email at [snazerian@cityofpasadena.net](mailto:snazerian@cityofpasadena.net).

Sincerely,

Sarkis Nazerian  
Building Official



CITY OF



ONTARIO

100 EAST 5TH STREET, CIVIC CENTRAL

ANN ARBOR, MI 48106

ALBION DRIVE, ANN ARBOR, MI 48106

313.963.1200  
313.963.1201

100 EAST 5TH STREET  
ANN ARBOR, MI 48106

100 EAST 5TH STREET  
ANN ARBOR, MI 48106

100 EAST 5TH STREET  
ANN ARBOR, MI 48106  
100 EAST 5TH STREET  
ANN ARBOR, MI 48106

313.963.1200  
313.963.1201

313.963.1200  
313.963.1201

313.963.1200  
313.963.1201

March 9, 2020

To Whom It May Concern:

**RE: SCOTT FAZEKAS & ASSOCIATES, INC REFERENCE**

The City of Ontario Building Department has utilized SFA to provide plan check services for all new construction within the City since 1999. Projects include the City Sport Arena, hotels, over 15 million square feet of industrial buildings, auto dealer shops, and multi-family buildings.

As the Building Official for the City of Ontario, I'm directly involved in the plan check process and Scott Fazekas is the project manager for the plan review services. SFA's plan check staff are credentialed, always professional and very responsive to our needs.

If you have any questions regarding this matter please contact me at (909) 395-2172 or email at [kevin.shear@cityofontario.gov](mailto:kevin.shear@cityofontario.gov)

Sincerely,

A handwritten signature in black ink, appearing to read 'Kevin Shear'.

Kevin Shear  
Building Official

## Community Development Department



March 9, 2020

**Subject: Scott Fazekas & Associates, Inc. - Reference**

To Whom It May Concern:

I am the Community Development Director for the City of Tustin and have used the services of Scott Fazekas, as the Building Official for the City of Tustin, as well as Scott Fazekas & Associates, Inc. (SFA) for the City's plan review services. The City has retained Mr. Fazekas' services for over three (3) decades. SFA has been consistently capable and skilled at providing these services. The entire staff is well credentialed, professional and responsive to Tustin's ever demanding needs as we are a rapidly growing community with short plan check turnaround times.

Should you have any questions regarding their qualifications, please contact me. You may reach me directly at (714) 573-3031 or by email at [ebinsack@tustinca.org](mailto:ebinsack@tustinca.org).

Sincerely,

A handwritten signature in cursive script, reading "Elizabeth A. Binsack".

Elizabeth A. Binsack  
Director

PROFESSIONAL SERVICES AGREEMENT  
(City of Paramount / Scott Fazekas & Associates)

**1. IDENTIFICATION**

THIS PROFESSIONAL SERVICES AGREEMENT ("Agreement") is entered into by and between the City of Paramount a California municipal corporation ("City") and Scott Fazekas & Associates, Inc. is a California Corporation ("Consultant").

**2. RECITALS**

2.1 City has determined that it requires the following professional services from a consultant:

- Plan review services for on-site development including grading, building, electrical, plumbing, and mechanical review as determined necessary and assigned by City.
- Building Safety services a requested by City which may include Building Official services.
- Additional services within the scope of Consultant's expertise as determined necessary and assigned by City.

2.2 Consultant represents that it is fully qualified to perform such professional services by virtue of its experience and the training, education and expertise of its principals and employees. Consultant further represents that it is willing to accept responsibility for performing such services in accordance with the terms and conditions set forth in this Agreement.

**NOW, THEREFORE,** for and in consideration of the mutual covenants and conditions herein contained, City and Consultant agree as follows:

**3. DEFINITIONS**

3.1 "Scope of Services": Such professional services as are set forth in Consultant's Statement of Qualifications dated November 20, 2020 proposal to City attached hereto as Exhibit A and incorporated herein by this reference.

3.2 "Approved Fee Schedule": Such compensation rates as are set forth in Consultant's SFA's hourly rate for plan review is according to Fee Proposal Letter dated 11-20-20 and other fees are as described in Exhibit B attached.

3.3 "Commencement Date": February 17, 2021

- 3.4 "Expiration Date": February 19, 2024 unless extended by mutual agreement

**4. TERM**

The term of this Agreement shall commence at 12:00 a.m. on the Commencement Date and shall expire at 11:59 p.m. on the Expiration Date unless extended by written agreement of the parties or terminated earlier in accordance with Section 17 ("Termination") below.

**5. CONSULTANT SERVICES**

- 5.1 Consultant shall perform the services identified in the Scope of Services. City shall have the right to request, in writing, changes in the Scope of Services. Any such changes mutually agreed upon by the parties, and any corresponding increase or decrease in compensation, shall be incorporated by written amendment to this Agreement. In no event shall the total compensation and costs payable to consultant under this Agreement exceed the amount associated with the scope of work assigned by City.
- 5.2 Consultant shall obtain a City business license (without fee) prior to commencing performance under this Agreement.
- 5.3 Consultant shall perform all work in accordance with professional standards of Consultant's profession and in a manner reasonably satisfactory to City. Consultant shall comply with applicable federal, state and local laws and regulations, including the conflict of interest provisions of Government Code Section 1090 and the Political Reform Act (Government Code Section 81000 et seq.).
- 5.4 During the term of this Agreement, Consultant shall not perform any work for another person or entity for whom Consultant was not working at the Commencement Date if both (i) such work would require Consultant to abstain from a decision under this Agreement pursuant to a conflict of interest statute and (ii) City has not consented in writing to Consultant's performance of such work.
- 5.5 Consultant represents that it has, or will secure at its own expense, all personnel required to perform the services identified in the Scope of Services. All such services shall be performed by Consultant or under its supervision, and all personnel engaged in the work shall be qualified to perform such services. Scott Fazekas shall be Consultant's project administrator and shall have direct responsibility for management of Consultant's performance under this Agreement. No change shall be made in Consultant's project administrator without City's prior written consent.

## **6. COMPENSATION**

- 6.1 City agrees to compensate Consultant for the services provided under this Agreement, and Consultant agrees to accept in full satisfaction for such services, payment in accordance with the Approved Fee Schedule.
- 6.2 Consultant shall submit to City an invoice, on a monthly basis or less frequently, for the services performed pursuant to this Agreement. Each invoice shall itemize the services rendered during the billing period and the amount due. City shall not withhold applicable taxes or other authorized deductions from payments made to Consultant. Invoices for lump sum fees for plan reviews which are a percentage of City's plan check fees will be charged for projects which received complete initial reviews in the preceding month.
- 6.3 Payments for any services requested by City and not included in the Scope of Services shall be made to Consultant by City on a time-and-materials basis using Consultant's standard fee schedule. Consultant shall be entitled to increase the fees in this fee schedule at such time as it increases its fees for its clients generally; provided, however, in no event shall Consultant be entitled to increase fees for services rendered before the thirtieth day after Consultant notifies City in writing of an increase in that fee schedule.

## **7. OWNERSHIP OF WRITTEN PRODUCTS**

All reports, documents or other written material ("written products" herein) developed by Consultant in the performance of this Agreement shall be and remain the property of City without restriction or limitation upon its use or dissemination by City. Consultant may take and retain copies of such written products as desired, but no such written products shall be the subject of a copyright application by Consultant. However it is agreed that the City shall defend, indemnify and hold harmless the Consultant against any claims or allegations arising out the reuse or modification of written products other than for their original intended purpose.

## **8. RELATIONSHIP OF PARTIES**

Consultant is, and shall at all times remain as to City, a wholly independent contractor. Consultant shall have no power to incur any debt, obligation, or liability on behalf of City or otherwise to act on behalf of City as an agent. Neither City nor any of its agents shall have control over the conduct of Consultant or any of Consultant's employees, except as set forth in this Agreement. Consultant shall not represent that it is, or that any of its agents or employees are, in any manner employees of the City.

- 8.1 When performing regulatory enforcement duties, as required under this AGREEMENT, the CONTRACTOR and CONTRACTOR staff, are subject to the provisions set forth in the International Building Code. For the limited purpose of performing regulatory enforcement duties under the Agreement, CONTRACTOR and/or CONTRACTOR staff is an "employee" under the California Government Code section 810.2 and is subject to the applicable immunities to the extent allowable under the law.

## **9. CONFIDENTIALITY**

All data, documents, discussion, or other information developed or received by Consultant or provided for performance of this Agreement are deemed confidential and shall not be disclosed by Consultant without prior written consent by City. City shall grant such consent if disclosure is legally required. Upon request, all City data shall be returned to City upon the termination or expiration of this Agreement.

## **10. INDEMNIFICATION**

**Indemnity for Professional Liability.** When the law establishes a professional standard of care for Consultant's Services, to the fullest extent permitted by law, Consultant shall indemnify, and hold harmless City and any and all of its boards, officials, employees and agents ("Indemnified Parties") from and against any and all losses, liabilities, damages, costs and expenses, including reasonable attorney's fees and costs to the extent same are caused in whole or in part by any negligent or wrongful act, error or omission of Consultant, its officers, agents, employees or subconsultants (or any entity or individual for which Consultant shall bear legal liability) in the performance of professional services under this agreement.

### **Indemnity for Other Than Professional Liability**

Other than in the performance of professional services and to the full extent permitted by law, Consultant shall indemnify, defend and hold harmless City, and any and all of its boards, employees, officials and agents from and against any liability (including liability for claims, suits, actions, arbitration proceedings, administrative proceedings, regulatory proceedings, losses, expenses or costs of any kind, whether actual, alleged or threatened, including reasonable attorney's fees and costs, court costs, interest, defense costs, and expert witness fees), where the same arise out of, are a consequence of, or are in any way attributable to, in whole or in part, the performance of this Agreement by Consultant or by any individual or entity for which Consultant is legally liable, including but not limited to officers, agents, employees or subcontractors of Consultant.

## **11. INSURANCE**

- 11.1 During the term of this Agreement, Consultant shall carry, maintain, and keep in full force and effect insurance against claims for death or injuries to persons or damages to property that may arise from or in connection with Consultant's performance of this Agreement. Such insurance shall be of the types and in the amounts as set forth below:
  - 11.1.1. Comprehensive General Liability Insurance with coverage limits of not less than One Million Dollars (\$1,000,000) including products and operations hazard, contractual insurance, broad form property damage, independent consultants, personal injury, underground hazard, and explosion and collapse hazard where applicable.
  - 11.1.2 Automobile Liability Insurance for vehicles used in connection with the performance of this Agreement with minimum limits of One Million Dollars (\$1,000,000) per claimant and One Million dollars (\$1,000,000) per incident.
  - 11.1.3 Worker's Compensation insurance as required by the laws of the State of California.
  - 11.1.4 Professional Errors and Omissions Insurance with coverage limits of not less than One Million Dollars (\$1,000,000).
- 11.2 Consultant shall require each of its subcontractors to maintain insurance coverage that meets all of the requirements of this Agreement.
- 11.3 The policy or policies required by this Agreement shall be issued by an insurer admitted in the State of California and with a rating of at least A:VII in the latest edition of Best's Insurance Guide.
- 11.4 Consultant agrees that if it does not keep the aforesaid insurance in full force and effect, City may either (i) immediately terminate this Agreement; or (ii) take out the necessary insurance and pay the premium thereon at Consultant's expense.
- 11.5 At all times during the term of this Agreement, Consultant shall maintain on file with City's Risk Manager a certificate or certificates of insurance showing that the aforesaid policies are in effect in the required amounts and naming the City and its officers, employees, agents and volunteers as additional insureds. Consultant shall, prior to commencement of work under this Agreement, file with City's Risk Manager such certificate(s).

- 11.6 Consultant shall provide proof that policies of insurance required herein expiring during the term of this Agreement have been renewed or replaced with other policies providing at least the same coverage. Such proof will be furnished at least two weeks prior to the expiration of the coverages.
- 11.7 The general liability and automobile policies of insurance required by this Agreement shall contain an endorsement naming City and its officers, employees, agents and volunteers as additional insureds. All of the policies required under this Agreement shall contain an endorsement providing that the policies cannot be canceled or reduced except on thirty days' prior written notice to City. Consultant agrees to require its insurer to modify the certificates of insurance to delete any exculpatory wording stating that failure of the insurer to mail written notice of cancellation imposes no obligation, and to delete the word "endeavor" with regard to any notice provisions.
- 11.8 The insurance provided by Consultant shall be primary to any coverage available to City. Any insurance or self-insurance maintained by City and/or its officers, employees, agents or volunteers, shall be in excess of Consultant's insurance and shall not contribute with it.
- 11.9 All insurance coverage provided pursuant to this Agreement shall not prohibit Consultant, and Consultant's employees, agents or subcontractors, from waiving the right of subrogation prior to a loss. Consultant hereby waives all rights of subrogation against the City.
- 11.10 Any deductibles or self-insured retentions must be declared to and approved by the City. At the option of City, Consultant shall either reduce or eliminate the deductibles or self-insured retentions with respect to City, or Consultant shall procure a bond in the amount of the deductible or self-insured retention to guarantee payment of losses and expenses.
- 11.11 Procurement of insurance by Consultant shall not be construed as a limitation of Consultant's liability or as full performance of Consultant's duties to indemnify, hold harmless and defend under Section 10 of this Agreement.

## **12. MUTUAL COOPERATION**

- 12.1 City shall provide Consultant with all pertinent data, documents and other requested information as is reasonably available for the proper performance of Consultant's services under this Agreement.



- 12.2 In the event any claim or action is brought against City relating to Consultant's performance in connection with this Agreement, Consultant shall render any reasonable assistance that City may require in the defense of that claim or action

**13. RECORDS AND INSPECTIONS**

Consultant shall maintain full and accurate records with respect to all matters covered under this Agreement for a period of three years after the expiration or termination of this Agreement. City shall have the right to access and examine such records, without charge, during normal business hours. City shall further have the right to audit such records, to make transcripts therefrom and to inspect all program data, documents, proceedings, and activities.

**14. PERMITS AND APPROVALS**

Consultant shall obtain, at its sole cost and expense, all permits and regulatory approvals necessary for Consultant's performance of this Agreement. This includes, but shall not be limited to, professional licenses, encroachment permits and building and safety permits and inspections.

**15. NOTICES**

Any notices, bills, invoices, or reports required by this Agreement shall be deemed received on: (i) the day of delivery if delivered by hand, facsimile or overnight courier service during Consultant's and City's regular business hours; or (ii) on the third business day following deposit in the United States mail.

**If to City:**

City of Paramount

**If to Consultant:**

Scott Fazekas & Assoc, Inc.

**With courtesy copy to:**

John E. Cavanaugh, Esq.  
City Attorney

**16. SURVIVING COVENANTS**

The parties agree that the covenants contained in Section 9, Section 10, Paragraph 12.2 and Section 13 of this Agreement shall survive the expiration or termination of this Agreement.

## **17. TERMINATION**

- 17.1 City shall have the right to terminate this Agreement for any reason on five calendar days' written notice to Consultant. Consultant shall have the right to terminate this Agreement for any reason on thirty calendar days' written notice to City. Consultant agrees to cease all work under this Agreement on or before the effective date of any notice of termination. All City data, documents, objects, materials or other tangible things shall be returned to City upon the termination or expiration of this Agreement.
- 17.2 If City terminates this Agreement due to no fault or .failure of performance by Consultant, then Consultant shall be paid based on the work satisfactorily performed at the time of termination. In no event shall Consultant be entitled to receive more than the amount that would be paid to Consultant for the full performance of the services required by this Agreement.

## **18. GENERAL PROVISIONS**

- 18.1 Consultant shall not delegate, transfer, subcontract or assign its duties or rights hereunder, either in whole or in part, without City's prior written consent and any attempt to do so shall be void and of no effect. City shall not be obligated or liable under this Agreement to any party other than Consultant.
- 18.2 In the performance of this Agreement, Consultant shall not discriminate against any employee, subcontractor, or applicant for employment because of race, color, creed, religion, sex, marital status, sexual orientation, national origin, ancestry, age, physical or mental disability, medical condition or any other unlawful basis.
- 18.3 The captions appearing at the commencement of the sections hereof, and in any paragraph thereof, are descriptive only and for convenience in reference to this Agreement. Should there be any conflict between such heading, and the section or paragraph thereof at the head of which it appears, the section or paragraph thereof, as the case may be, and not such heading, shall control and govern in the construction of this Agreement. Masculine or feminine pronouns shall be substituted for the neuter form and vice versa, and the plural shall be substituted for the singular form and vice versa, in any place or places herein in which the context requires such substitution(s).

- 18.4 The waiver by City or Consultant of any breach of any term, covenant or condition herein contained shall not be deemed to be a waiver of such term, covenant or condition or of any subsequent breach of the same or any other term, covenant or condition herein contained. No term, covenant or condition of this Agreement shall be deemed to have been waived by City or Consultant unless in writing.
- 18.5 Consultant shall not be liable for any failure to perform if Consultant presents acceptable evidence, in City's sole judgment, that such failure was due to causes beyond the control and without the fault or negligence of Consultant.
- 18.6 Each right, power and remedy provided for herein or now or hereafter existing at law, in equity, by statute, or otherwise shall be cumulative and shall be in addition to every other right, power, or remedy provided for herein or now or hereafter existing at law, in equity, by statute, or otherwise. The exercise, the commencement of the exercise, or the forbearance of the exercise by any party of any one or more of such rights, powers or remedies shall not preclude the simultaneous or later exercise by such party of any of all of such other rights, powers or remedies. In the event legal action shall be necessary to enforce any term, covenant or condition herein contained, the party prevailing in such action, whether reduced to judgment or not, shall be entitled to its reasonable court costs, including accountants' fees, if any, and attorneys' fees expended in such action. The venue for any litigation shall be Los Angeles County, California and Consultant hereby consents to jurisdiction in Placer County for purposes of resolving any dispute or enforcing any obligation arising under this Agreement.
- 18.7 If any term or provision of this Agreement or the application thereof to any person or circumstance shall, to any extent, be invalid or unenforceable, then such term or provision shall be amended to, and solely to, the extent necessary to cure such invalidity or unenforceability, and in its amended form shall be enforceable. In such event, the remainder of this Agreement, or the application of such term or provision to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected thereby, and each term and provision of this Agreement shall be valid and be enforced to the fullest extent permitted by law.
- 18.8 This Agreement shall be governed and construed in accordance with the laws of the State of California.

18.9 All documents referenced as exhibits in this Agreement are hereby incorporated into this Agreement. In the event of any material discrepancy between the express provisions of this Agreement and the provisions of any document incorporated herein by reference, the provisions of this Agreement shall prevail. This instrument contains the entire Agreement between City and Consultant with respect to the transactions contemplated herein. No other prior oral or written agreements are binding upon the parties. Amendments hereto or deviations herefrom shall be effective and binding only if made in writing and executed by City and Consultant.

## **19. INDEPENDENT CONTRACTOR**

In the performance of the services in this Agreement, CONSULTANT is an independent contractor and is not an agent or employee of CITY. CONSULTANT, its officers, employees, agents, and subcontractors, if any, shall have no power to bind or commit CITY to any decision or course of action, and shall not represent to any person or business that they have such power. CONSULTANT has and shall retain the right to exercise full control of the supervision of the services and over the employment, direction, compensation, and discharge of all persons assisting CONSULTANT in the performance of said service hereunder. CONSULTANT shall be solely responsible for all matters relating to the payment of its employees, including compliance with social security and income tax withholding, workers' compensation insurance, and all other regulations governing such matters.

Neither CONSULTANT, nor any of CONSULTANT's officers, employees or agents, shall obtain any rights to retirement, health care or any other benefits which may otherwise accrue to CITY'S employees. CONSULTANT expressly waives any claim CONSULTANT may have to any such rights.

**TO EFFECTUATE THIS AGREEMENT**, the parties have caused their duly authorized representatives to execute this Agreement on the dates set forth below.

“City”  
City of Paramount

“Consultant”  
Scott Fazekas & Associates, Inc.

By: \_\_\_\_\_  
*Peggy Lemons, Mayor*

By: \_\_\_\_\_  
*President*

Date: \_\_\_\_\_

Date: \_\_\_\_\_

By: \_\_\_\_\_  
*Chief Financial Officer*

Attest:

Date: \_\_\_\_\_

By: \_\_\_\_\_  
*City Clerk*

Date: \_\_\_\_\_

Approved as to form:

By: \_\_\_\_\_  
*John E. Cavanaugh, City Attorney*

Date: \_\_\_\_\_

**EXHIBIT A**  
**SCOPE OF WORK**

- Plan review services for on-site development including grading, building, electrical, plumbing, and mechanical review as determined necessary and assigned by City. See attached R.F.P.
- Building Safety services as requested by City which include Building Official services. See attached R.F.P.
- Additional services within the scope of Consultant's expertise as determined necessary and assigned by City.

**Also see November 20, 2020 Statement of Qualifications for Plan Review Services -Scott Fazekas & Associates as attached in proposal.**

**EXHIBIT B**  
**APPROVED FEE SCHEDULE**

1. Building Plan Review is based on 65% of City's currently adopted fee schedule.
2. Building Official services are based on an hourly rate of \$125.00/hour or as agreed upon by both parties.

FEBRUARY 16, 2021

RENEWAL OF FACILITIES USE AGREEMENT WITH THE PARAMOUNT  
UNIFIED SCHOOL DISTRICT

MOTION IN ORDER:

APPROVE THE RENEWED FACILITIES USE AGREEMENT WITH THE  
PARAMOUNT UNIFIED SCHOOL DISTRICT AND AUTHORIZE THE MAYOR  
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:** David Johnson, Community Services & Recreation Director

**Date:** February 16, 2021

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**Subject: RENEWAL OF FACILITIES USE AGREEMENT WITH THE PARAMOUNT UNIFIED SCHOOL DISTRICT**

## **Background**

For many years, the City of Paramount has used Paramount Unified School District (PUSD) facilities primarily for youth sports league field space. Similarly, the PUSD has utilized some City-owned facilities including Paramount and Progress Parks for recess and physical education classes as well as the gymnasium and pool at Paramount Park. In September 2010, the City entered into a comprehensive Facilities Use Agreement with the PUSD to formalize the PUSD's use of City recreational facilities and our use of their facilities. The current 5-year agreement expired on January 28, 2021. The attached draft Facilities Use Agreement would provide for continued shared use of City and PUSD facilities for an additional five years, with specified amendments. The majority of the provisions in the Agreement have not changed. However, the reference to the GRIP program in Exhibit B was removed as this program was absorbed by PUSD's Social and Emotional Learning Program almost 2 years ago.

## **City-Owned Facilities Covered**

The following City-owned facilities are currently used by the PUSD and will be covered under the proposed Agreement:

- Paramount Park, gymnasium, pool, playground, ballfields, and field area
- Progress Park, playground, ballfields, and field area
- Spane Park
- Senator Ralph C. Dills Park
- Salud Park

## **PUSD-Owned Facilities Covered**

The City currently hosts recreational programs and activities at the following schools covered by the proposed Agreement:

- Alondra Middle School, track and field area, gymnasium, and field area
- Paramount High School, track and field area, Delores Stephens Library, gymnasiums, ballfields, and field areas

- Paramount High School, West Campus, ballfields, field areas, and Clearwater Auditorium
- Theodore Roosevelt Elementary School, field area
- Frank J. Zamboni Middle School, gymnasium
- Leona Jackson School, track and field area (new)
- Hollydale Elementary School, gymnasium (new)
- All schools for STAR program activities

### **Agreement Highlights**

The Agreement formalizes City and PUSD responsibilities such as opening and locking facilities, litter removal, security provisions, custodial services, and maintenance. Days and times of use of the facilities are also covered by the Agreement with priority use given to the City for City-owned facilities and PUSD for PUSD-owned facilities. The Agreement allows for shared use of other City and PUSD facilities (not specified in the Agreement) by permit or separate permission. Additionally, City and PUSD staff are required to coordinate facility use schedules and confirm availability of use.

The Agreement has been reviewed by the City Attorney and the PUSD's legal counsel. As a result, the liability, indemnification, and insurance provisions have all been reviewed to meet current standards.

The term of the Agreement is five years, expiring in 2026.

### **RECOMMENDED ACTION**

It is recommended that the City Council approve the renewed Facilities Use Agreement with the Paramount Unified School District and authorize the Mayor to execute the agreement.

**FACILITIES USE AGREEMENT  
CITY OF PARAMOUNT AND  
PARAMOUNT UNIFIED SCHOOL DISTRICT**

This Agreement is made and entered into this \_\_\_\_ day of \_\_\_\_\_, 2021, between the CITY OF PARAMOUNT, a municipal corporation (hereinafter referred to as "City"), and the PARAMOUNT UNIFIED SCHOOL DISTRICT, a public school district (hereinafter referred to as "District"). The Agreement is made pursuant to being adopted by the City Council of the City of Paramount at its meeting held on the 16<sup>th</sup> day of February 2021, and by the Board of Education of the Paramount Unified School District at its meeting held on the \_\_\_\_ day of \_\_\_\_\_, 2021.

**RECITALS**

WHEREAS, City and District are authorized and empowered by Section 10900 of the California Education Code to cooperate with one another in the development and execution of adequate programs of community recreation which will contribute to the attainment of general recreational objectives for children and adults of both the State and said public entities; and

WHEREAS, City and District previously entered into a Facilities Use Agreement on September 15, 2010, providing for the City to use designated District Facilities as centers for community recreation, and the District to use designated City Facilities for educational and recreational purposes, which was renewed on January 27, 2016 and expired on January 28, 2021; and

WHEREAS, the previous Facilities Use Agreement resulted in many joint uses of City and District Facilities for a variety of recreational uses that produced overall benefits for the community; and

WHEREAS, City is the owner of real property located in Paramount, California and consisting of athletic fields, gymnasium, pools, playground equipment, and other recreational areas (hereinafter referred to as "City Park Facilities"). City Park Facilities locations are depicted on Exhibit "A" attached hereto and incorporated herein by this reference; and

WHEREAS, District is the owner of real properties located in Paramount, California; Lakewood, California; South Gate, California; and Long Beach, California; and consisting of recreational facilities and athletic fields (hereinafter referred to as "District Facilities"). District Facilities locations are depicted on Exhibit "B" attached hereto and incorporated herein by this reference; and

WHEREAS, City is agreeable to making City Park Facilities available to District for District educational and recreational uses during school hours, Monday through Friday and to be arranged after normal school hours and on Saturday, Sunday and holidays. Other City Park Facilities not identified on Exhibit "A" may also be made available to the District for

FACILITIES USE AGREEMENT  
CITY OF PARAMOUNT AND PARAMOUNT UNIFIED SCHOOL DISTRICT

District educational and recreational use during school hours and on Saturday, Sunday, and holidays by City permit or permission; and

WHEREAS, District is agreeable to making the designated District Facilities available to City for community recreation after normal school hours, Monday through Friday and to be arranged on Saturday, Sunday, and holidays. Other District Facilities not identified on Exhibit "B" may also be made available to the City for community recreation after normal school hours and on Saturday, Sunday, and holidays by District permit or permission;

NOW, THEREFORE, in consideration of the mutual covenants, promises and conditions contained in this Agreement, the City and the District agree as follows:

**SECTION I**  
**CITY USE OF DISTRICT FACILITIES**

**A. CITY AGREES**

1. That District reserves the right of first priority for use of District Facilities.
2. To formulate and enforce such rules and regulations as are acceptable to the District and are necessary to maintain proper standards of conduct and safety on District Facilities and comply with all state and federal law, as well as District and City administrative regulations, ordinances and policies.
3. To provide expendable supplies, materials and equipment necessary for Public Recreation Programs and Activities as defined in Section III, 1 at City's sole cost.
4. To repair or cause to be repaired per District specifications and with District approval, or reimburse the District for the cost of repairing damage to District Facilities during period of use by the City which is directly caused by the use thereof for City-sponsored recreation programs, except where such damage may be attributable to ordinary or reasonable use of the facilities. If the City does not commence such repairs within a reasonable time, the District may undertake such repairs and invoice the City for the cost of the repairs. The City shall pay the invoice within thirty (30) days of receipt.
5. To check before each use the condition of District Facilities it will be using to ensure the District Facility is safe for its intended use by Public Recreation Program participants. City agrees to notify the District in writing by the next business day of any repairs needed in order to ensure the safety of program participants. City will not allow anyone onto the District Facility until such repairs are made and any potentially dangerous conditions are eliminated.
6. To accept responsibility for security and supervision of all activities during the period it has permission to use District Facilities and to formulate and enforce

FACILITIES USE AGREEMENT  
CITY OF PARAMOUNT AND PARAMOUNT UNIFIED SCHOOL DISTRICT

such rules and regulations as are acceptable to the District and are necessary to maintain proper standards of conduct and safety on District Facilities for all groups in accordance with District rules and regulations and any additional rules, regulations, statutes or codes governing the use of school facilities in the State of California, including fingerprinting or background checks requirements.

7. To maintain restrooms nearest to ballfields at District Facilities No. 1 and 4 as listed in Exhibit "B". Maintenance shall include janitorial service and replenishment of restroom supplies. If the City does not commence such maintenance, the District may undertake such maintenance and invoice the City for the cost of the maintenance. The City shall pay the invoice within thirty (30) days of receipt.
8. To maintain stadium lights located on baseball fields at District Facilities No. 1, 3, and 4 as listed in Exhibit "B". Maintenance shall include light bulb replacement, minimal light standard repair, and other routine maintenance required to operate stadium lights. If the City does not commence such maintenance or repairs, the District may undertake such maintenance or repairs and invoice the City for the cost of the maintenance or repairs. The City shall pay the invoice within thirty (30) days of receipt. In the event that stadium lights require complete replacement, City and District shall develop and enter into a separate cost-sharing agreement for the replacement of the stadium lights.
9. To remove litter in the designated use areas at District Facilities in Exhibit "B". All trash generated as a result of City use of the designated use areas shall be removed from said areas by the City by the end of each day. After using District Facilities each day, City shall place District Facilities in the same order and condition as existed at the commencement of the City-sponsored activity.
10. To open and close District Facilities during the time Public Recreation Programs and Activities are conducted by the City. Keys will be distributed through the District Operations Department pursuant to District policy.
11. That use of the designated District Facilities will be exclusively for Public Recreation Programs and Activities, as defined in Section III, 1.

**B. DISTRICT AGREES**

1. To grant the City a right to access District Facilities as necessary for City's use in accordance with this Agreement.
2. To furnish custodial services for District Facilities.

FACILITIES USE AGREEMENT  
CITY OF PARAMOUNT AND PARAMOUNT UNIFIED SCHOOL DISTRICT

3. To be responsible for maintenance of District Facilities other than maintenance provided by the City as designated in Section I, A.4, A.7 and A.8 above. Such maintenance shall include mowing, fertilizing, pest control, and other field preparation, as well as inspection and repair of playground equipment. Documentation of maintenance, inspection and repairs of District Facilities, involving City use, shall be available for review during District business hours, within a reasonable time upon request of the City. City shall be provided copies, at City's cost, upon request.
4. To be responsible for the maintenance of all irrigation equipment and the control/scheduling of all irrigation systems in the District Facilities. Documentation of maintenance, inspection and repairs of District Facilities, involving City use, shall be available for review during District business hours, within a reasonable time upon request of the City. City shall be provided copies, at City's cost, upon request.

**SECTION II**  
**DISTRICT USE OF CITY PARK FACILITIES**

**A. DISTRICT AGREES**

1. That City reserves the right of first priority for use of City Park Facilities.
2. That use of the designated City Park Facilities will be exclusively for student recreation and physical education purposes.
3. To formulate and enforce such rules and regulations as are acceptable to the City and are necessary to maintain proper standards of conduct and safety on City Park Facilities for all age groups and comply with all state and federal law, as well as District and City administrative regulations, ordinances and policies.
4. To provide expendable supplies, materials and equipment necessary for student recreation and physical education programs at District's sole cost.
5. That hours of use of City Park Facilities will be mutually agreed upon between City and District.
6. That, in the event playground equipment at the Paramount Park and Progress Park Facilities require complete replacement, City and District shall develop and enter into a separate cost-sharing agreement for the replacement of the playground equipment.
7. To remove litter in the designated use areas at City Park Facilities on Exhibit "A". All trash generated as a result of District use of the designated use areas

FACILITIES USE AGREEMENT  
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shall be removed from said areas by the District by the end of each school day. After using City Park Facilities each day, District shall place City Park Facilities in the same order and condition as existed at the commencement of the District-sponsored activity.

8. To repair or cause to be repaired per City specifications and with City approval, or reimburse the City for the cost of repairing damage to City Park Facilities during period of use by the District which is directly caused by the use thereof for District-sponsored recreation or physical education programs, except where such damage may be attributable to ordinary or reasonable use of the facilities. If the District does not commence such repairs within a reasonable time, the City may undertake such repairs and invoice the District for the cost of the repairs. The District shall pay the invoice within thirty (30) days of receipt.
9. To accept responsibility for security and supervision of all activities during the period it has permission to use City Park Facilities and to formulate and enforce such rules and regulations as are acceptable to the City and are necessary to maintain proper standards of conduct and safety on City Park Facilities for all age groups in accordance with City rules and regulations and any additional rules, regulations, statutes or codes governing the use of City Park Facilities by the State of California.
10. To be responsible for immediately bringing to the attention of the City, in writing, any repairs needed to ensure the safety of participants anywhere regarding the City Park Facilities. The District shall not allow anyone onto the aforementioned facilities until such repairs are made and any potentially dangerous conditions are eliminated.
11. To check before each use, the condition of the playground equipment, athletic fields, gymnasium, and pool for any possible dangerous conditions which would cause injury to participants. The District agrees to notify the City in writing by the next business day of any repairs needed in order to ensure the safety of program participants. The District shall not allow anyone onto the City Park Facilities until such repairs are made.
12. To ensure that the City Park Facilities' parking lots are not used for District use without prior permission from the City for District-sponsored special events. District and City will coordinate for such parking lot uses during meetings as scheduled in Section III, 4.
13. To open and close City Park Facilities during the time District programs and services are conducted by the District. Keys will be distributed through the City's Community Services and Recreation Department, pursuant to City policy.

**B. CITY AGREES**

1. To grant the District a right to access City Park Facilities as necessary for District's use in accordance with this Agreement.
2. To furnish custodial services for City Park Facilities.
3. To be responsible for maintenance of City Park Facilities. Such maintenance shall include mowing, fertilizing, pest control, and other field preparation, as well as inspection and repair of playground equipment. Documentation of maintenance, inspection and repairs of City Park Facilities, involving District use, shall be available for review during City business hours, within a reasonable time upon request of the District. District shall be provided copies, at District's cost, upon request.
4. To be responsible for the maintenance of all irrigation equipment and the control/scheduling of all irrigation systems in the City Park Facilities. Documentation of maintenance, inspection and repairs of City Park Facilities, involving District use, shall be available for review at any time. District shall be provided copies, at District's cost, upon request.

**SECTION III  
GENERAL PROVISIONS**

1. The term "Public Recreation Programs and Activities" as used herein shall be defined as those programs of recreation and instruction under the direction of the City, which are open to the general public, and shall not include adult sports leagues and shall not include those activities conducted and supervised by the District after school hours. City may not license, lease or otherwise contract with commercial entities to operate for-profit recreation programs or any other commercial use at the District Facilities.
2. The District shall allow the City use of designated District Facilities for Public Recreational Programs and Activities in accordance with a schedule acceptable to the District; provided, however, that such scheduled use shall not at any time interfere with the use of the facilities, grounds, or equipment for regular conduct of school or for any other purpose authorized by the District.
3. Any Recreation Agreements that are currently in full force and effect between the Parties are hereby terminated and shall be replaced by this Agreement.
4. City and District shall meet and prepare a use schedule ("Schedule"), which shall be attached to this Agreement as Exhibit "C" to outline the anticipated uses of the City Park Facilities and District Facilities. City and District shall



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meet to review the designated use of the areas covered by this Agreement three (3) times per year in each of the following months: January, May, and August. As a result of this review, a Schedule may be revised upon the mutual consent of both City and District. Said changes, when made, shall then become a part of this Agreement.

5. The Parties acknowledge that either Party may initiate improvements or construction on their respective facilities that may render one or more of the facilities unavailable for use under this Agreement. Each Party may schedule renovation and/or repairs of its own facilities at the times of its choosing, in its sole discretion. Such improvements or construction may be undertaken without the input or approval of the other Party. The Parties, however, shall endeavor to communicate their intent to cause said improvements or construction thereof with each other at least one (1) month in advance.
6. The term of this Agreement shall commence on \_\_\_\_\_, 2021, and shall terminate on \_\_\_\_\_, 2026. The District or City may terminate this Agreement by delivery of written notice of election to terminate at least ninety (90) days prior to the termination date elected.
7. All notices regarding this Agreement shall be in writing and shall be given to the other Party at the following addresses:

To the District at:

Superintendent  
Paramount Unified School District  
15110 California Avenue  
Paramount, California 90723-4378

To the City at:

City Manager  
City of Paramount  
16400 Colorado Avenue  
Paramount, California 90723-5091

8. No waiver of any term or condition of this Agreement shall be considered a continuing waiver thereof. Any waiver must be in writing and mutually agreed upon by both Parties.
9. This Agreement constitutes the entire agreement between the Parties. It may not be modified except by an amendment in writing signed by both City and District.

FACILITIES USE AGREEMENT  
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10. City and the District shall not assign, transfer, or subcontract any of their rights, burdens, duties, or obligations under this Agreement without the prior written consent of the other.
11. Each Party shall take out and maintain general liability insurance to protect itself, and name the other Party, its elected and appointed officers, agents, volunteers, contractors, or employees as additional named insureds, from any claims for damages for personal injury or death and damage to property which may arise from operations of the Parties under this Agreement. Such insurance shall be for \$1,000,000 combined single limit per occurrence for bodily injury and property damage. Each Party shall provide to the other Party a certificate of insurance naming the other Party, its elected and appointed officers, agents, volunteers, contractors, or employees as additional insureds by separate endorsements, and agreeing to hold the other Party harmless from any and all claims, loss, or damages which may occur as a result of each Party's use of the other Party's property. In addition, the certificate, and any endorsement required herein shall provide that such insurance may not be canceled or reduced without at least thirty (30) days written notice to the other Party. Each Party shall take out and maintain worker's compensation insurance as required by law, and provide proof to the other Party. Neither Party will be allowed to use any of the facilities listed in this Agreement until these requirements have been satisfied. Failure by District to procure or maintain required insurance shall constitute a default under this Agreement, upon which City may terminate this Agreement. Failure by City to procure or maintain required insurance shall constitute a default under this Agreement, upon which District may terminate this Agreement. The Parties recognize that insurance practices and requirements of a school district and a municipality may differ from that of private parties and may change from time to time. During any period of time in which the Parties, as regular practice do not maintain insurance but rather self-insure or participate in a Joint Powers Agreement with other governmental entities, the Parties may meet their insurance requirements under this Section in the same manner.
12. No Party or any of its elected or appointed officers, agents, volunteers, contractors, or employees shall be responsible for any damage or liability occurring by reason of any acts or omissions on the part of another Party under this Agreement. Each Party shall indemnify, defend and hold harmless the other Party, its elected or appointed officers, agents, volunteers, contractors, and employees from any and all liability, loss, expense (including reasonable attorneys' fees and other defense costs), or claims imposed for damages of any nature whatsoever, including but not limited to, bodily injury, death, personal injury, or property damage occurring by reason of any acts or omissions on the part of the Party's own officers, agents, contractors, or employees under or in connection with this Agreement. This indemnity shall survive termination of this Agreement.

FACILITIES USE AGREEMENT  
CITY OF PARAMOUNT AND PARAMOUNT UNIFIED SCHOOL DISTRICT

Each Party agrees to require all third party organizations that it authorizes to use or enter the Site, to execute a document stating the following:

[Name of Organization] agrees to hold harmless, defend, and indemnify the Paramount Unified School District and the City of Paramount, their respective elected and appointed officers, agents, officers, employees and representatives against all actions, claims, or demands for injury, death, loss or damages, regardless of fault or cause, by anyone whomsoever (except where such injury, death, loss, or damage was solely due to the willful acts or omissions of the Paramount Unified School District and the City of Paramount, and/or their respective elected and appointed officers, agents, officers, employees and representatives), whenever such injury, death, loss, damage or claim is a consequence of, or arises out of the use of or access to the Site known as [name of Site], by [name of organization] or its agents, officers, employees and representatives.

13. No use of the District Facilities by the City or City Park Facilities by the District shall be interpreted as conveying any ownership or any other property interest in the Parties' respective Facilities.

IN WITNESS WHEREOF, this Agreement has been duly executed with all of the formalities required by law on the respective dates set forth opposite their signatures.

\_\_\_\_\_, 2021

CITY OF PARAMOUNT

By \_\_\_\_\_  
Mayor

\_\_\_\_\_  
Printed Name

\_\_\_\_\_, 2021

PARAMOUNT UNIFIED SCHOOL  
DISTRICT

By \_\_\_\_\_  
Superintendent

\_\_\_\_\_  
Printed Name

**EXHIBIT “A”**

**CITY OF PARAMOUNT  
PARK & RECREATION FACILITIES  
USED BY PARAMOUNT UNIFIED SCHOOL DISTRICT**

- 1) Paramount Park, Gymnasium and Pool  
14400 Paramount Boulevard  
Paramount, CA 90723
  - Gymnasium available for basketball, volleyball, and events by City permit.
  - Pool available for swimming, water polo, and other aquatic sports for practices, athlete conditioning, and events.
  - Playground, ballfields, and field area used by Paramount Park School for physical education classes and recreation purposes.
- 2) Progress Park  
15500 Downey Avenue  
Paramount, CA 90723
  - Playground, ballfields, and field area used by Jefferson School for physical education classes and recreation purposes.
- 3) Spane Park  
14400 Gundry Avenue  
Paramount, CA 90723
  - Park Facilities used by Los Cerritos School for field trips.
- 4) Senator Ralph C. Dills Park  
6500 San Juan Street  
Paramount, CA 90723
  - Park Facilities used for school field trips.
- 5) Salud Park  
7167 Somerset Boulevard  
Paramount, CA 90723
  - Track and field area used by Los Cerritos School or Tanner School for physical education classes and recreation purposes.

**EXHIBIT “B”**

**PARAMOUNT UNIFIED SCHOOL DISTRICT  
FACILITIES AVAILABLE FOR PARK & RECREATION USE**

- 1) Alondra Middle School  
16200 Downey Avenue  
Paramount, CA 90723
  - Track and field area used by City Parks & Recreation after school hours.
  - Gymnasium to be used by City Parks & Recreation after school hours.  
\*pending agreed upon calendar usage after hours
  - Field area used by City Parks & Recreation after school hours.
- 2) Paramount High School  
14429 Downey Avenue  
Paramount, CA 90723
  - Athletic Stadium – Track and field area used by City Parks & Recreation after school hours \* coordinate with PHS Sports and activities
  - Delores Stephens Library – to be used by City after school hours  
\*pending specific guidelines on hours available, supervision, materials available, etc.
  - Gymnasiums – to be used by City Parks & Recreation after school hours
  - Ballfields and field areas - to be used by City Parks & Recreation after school hours
- 3) Paramount High School – West Campus  
14708 South Paramount Boulevard  
Paramount, CA 90723
  - Ballfields and field areas used by City Parks & Recreation after school hours.
  - Gymnasium to be used by City Parks & Recreation after school hours. \*pending agreed upon calendar usage after hours
  - Clearwater Auditorium to be used by City of Paramount after school hours.
- 4) Theodore Roosevelt Elementary School  
13451 Merkel Avenue  
Paramount, CA 90723
  - Field area used by City Parks & Recreation after school hours.
- 5) Frank J. Zamboni Middle School  
15733 Orange Avenue  
Paramount, CA 90723
  - Gymnasium to be used by City Parks & Recreation after school hours.  
\*pending agreed upon calendar usage afterhours
- 6) Leona Jackson School  
7220 Jackson Street  
Paramount, CA 90723
  - Track and field Area used by City Parks & Recreation after school hours.

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- 7) Hollydale Elementary School  
5511 Century Boulevard  
South Gate, CA 90280
  - Gymnasium to be used by City Parks & Recreation after school hours.  
\*pending agreed upon calendar usage after hours
- 8) All Schools
  - Classrooms, cafeteria (multi-purpose room), computer labs, and field area for STAR Program.

FEBRUARY 16, 2021

REPORT

UPDATE ON CALENDAR YEAR 2021 SPECIAL EVENTS



**To:** Honorable City Council  
**From:** John Moreno, City Manager  
**By:** David Johnson, Community Services & Recreation Director  
**Date:** February 16, 2021

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**Subject: UPDATE ON CALENDAR YEAR 2021 SPECIAL EVENTS**

**Background**

In September 2020, staff brought before the City Council proposed modifications to our CY 2020 Special Events for the upcoming holiday events. The modifications were based upon staff's understanding of what would be allowed during the COVID-19 pandemic and the restrictions imposed by the Los Angeles County Department of Public Health. Unfortunately, Los Angeles County is still in the grips of the pandemic though with increasing distribution of the COVID-19 vaccines providing some glimmer of hope. As such, we need to look forward as to how our community events might operate during at least the first half of the calendar year under guidelines which are not yet available from the County Department of Health.

1. Friday Night Markets – 1<sup>st</sup> Friday of each month  
This event remains on hold until such time that outdoor events can be conducted.
2. Athlete of the Year – February 2021  
This event recognizing the top PUSD athletes from the previous calendar year's sports programs will be cancelled due to COVID-19 limitations on youth sports and will resume when youth athletes are allowed to fully compete again.
3. Easter Bunny Photos – March 27-28, 2021  
This event will continue but conducted in the same operational format as the Photos with Santa event. We also plan to conduct virtual games and activities for Paramount families through our social media platforms.
4. Tepic Sister City Día Del Niño – April 10, 2021  
We anticipate this event will require cancellation again this year.
5. Eco-Friendly Fair – April 17, 2021  
We will conduct this event virtually but with social media activities for families to compete for Eco-Friendly baskets and prizes.



6. PEP Auction/Fundraiser – April 23, 2021

We anticipate this event will require cancellation again this year but fundraising for the PEP College Scholarship Program will continue. Donors to the PEP Scholarship fund will be recognized in the City's Around Town publication, at a City Council meeting and a "thank you" letter from the PEP Board.

7. National Day of Prayer – May 6, 2021

We anticipate that this event may be able to function in its normal outdoor setting but with social distancing practices in effect.

8. Elks Memorial Day – May 24, 2021

We anticipate that this event may be able to function in its normal outdoor setting but with social distancing practices in effect.

9. Heritage Festival / Friday Night Market – June 5, 2021

Because of the uncertainty of whether large outdoor special events will be allowed to operate, particularly through the spring, we are requesting that the Heritage Festival/Friday Night Market event for June 5, 2021 be moved to August 7, 2021 to provide us more opportunity and time for restrictions to be lifted.

10. Summer Concert Series – July 2-August 6, 2021

We are hopeful that our summer concerts can take place this year under some level of social distancing. We have booked the bands that were supposed to perform last year for the 2021 concert dates in hope and anticipation of restrictions being eased or lifted by summer.

We understand that L.A. County Public Health guidelines over the next months may change dramatically from where we are currently, but we project that large outdoor events will be one of the last things the State and County will allow to operate and most likely under some level of social distancing requirements. As we have throughout the pandemic, we will be adaptable in offering these events to our community in the safest manner possible.

**RECOMMENDED ACTION**

It is recommended that the City Council provide staff feedback for the proposed modifications for the 2021 Special Events and receive and file this report.

FEBRUARY 16, 2021

REPORT

PROPOSED COMMEMORATION ACTIVITIES IN MEMORY OF COVID-19 FATALITIES



**To:** Honorable City Council  
**From:** John Moreno, City Manager  
**By:** David Johnson, Community Services & Recreation Director  
**Date:** February 16, 2021

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**Subject: PROPOSED COMMEMORATION ACTIVITIES IN MEMORY OF COVID-19 FATALITIES**

It has been nearly a year since the City of Paramount, our nation, and the entire world began struggling with the outbreak of the COVID-19 virus and the ensuing pandemic. Lives and businesses have been incredibly disrupted and altered. More tragic has been the loss of life, particularly those of loved family and community members in the City of Paramount. The human loss of life across our nation is numbing but the loss of Paramount residents to this pandemic brings the reality of this struggle directly home in the most personal way possible.

As the rollout of the COVID-19 vaccines hopefully brings this pandemic to an end, we believe it is important to find a way to help all those so deeply affected by its fatal impact feel the embrace of their community in support of their loss. To that goal, we are proposing that the City of Paramount offer memorial activities that commemorate the lives taken away by this pandemic and provide an opportunity for reflection and healing in our community.

**PROPOSED COVID-19 MEMORIAL ACTIVITIES**

Staff has proposed a number of memorial activities for consideration by the City Council. Each proposed activity listed below is intended to recognize the current and on-going loss of life due to COVID-19 in a respectful, dignified, but meaningful way.

1. Field of Flags – a field of U.S. Flags would be put within the grass field adjacent to the Memorial Plaza at City Hall. This would be similar to the field of flags installed in this grass area following the 9-11 terrorist attacks in 2001. In this field of hundreds of flags there would be placed a number of white flags to represent the loss of Paramount residents due to COVID-19. This field of flags could remain up until the pandemic is officially declared as ended.
2. Flower Memorial – a memorial spot at the same Memorial Plaza could be created to receive flowers for those who have lost a family member, friend, or neighbor to the pandemic. There would be appropriate signage created to identify the space and upon conclusion of the event, a bench would be installed at the Memorial Plaza in memory of those lost.

3. Identify a day of remembrance in the City of Paramount and distribute a designated flower to be worn on that day in memory of the lives lost.
4. Install lights across a section of Paramount Blvd. that would remain on in memory of all COVID-19 deaths until the pandemic has ended.
5. Install a light display at the Clearwater Building facing Paramount Blvd. that would be a visual memorial to all COVID-19 deaths.
6. Install a memorial garden at a designated City facility/park in recognition of the COVID-19 deaths.
7. Arrange a designated day/time for all the churches to ring their bells (if they have them) and encourage people to come outside their homes and ring a bell or use an electronic bell sound on their phone.
8. Arrange a designated day/time for all residents to come and stand outside their homes (safely masked and distanced) for a moment of silence. Have everyone turn on their flashlights on their cell phones and point them upward. At the same time, the City would use a spotlight system at the Memorial Plaza to send a beam of light into the night sky for the moment of silence.
9. As there is not a national color or symbol to represent the nation's COVID-19 losses, we could create a simple design to symbolize these deaths and post banners along our lights poles in the downtown area of the City. For example, a simple navy blue banner with a single white rose wearing a crown could be used symbolically to represent the loss of life due to COVID-19.
10. Work with Tepic Sister Cities and the Latinas Art Foundation non-profits to create memorials and ofrendas as part of a Dia de los Muertos event at Progress Park Plaza from October 31 through November 2.

If the City Council approves any of these activities or combination of activities, we will return to the City Council at your next meeting with more details and a proposed cost estimate.

### **RECOMMENDED ACTION**

It is recommended that the City Council provide staff feedback and directions on the list of Covid-19 commemoration activities as outlined in this report and receive and file this report.