



PUBLIC PARTICIPATION NOTICE

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

In-person Attendance:

The public may attend the City Council meeting in-person. All individuals will be required to wear a face covering.

View the City Council meeting live stream:

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

Public Comments:

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:

- **In-Person**

If you wish to make a statement, please complete a Speaker's Card prior to the commencement of the Public Comments period of the meeting. Speaker's Cards are located at the entrance. Give your completed card to a staff member and when your name is called, please go to the podium provided for the public.

- **E-mail: crequest@paramountcity.com**

E-mail public comments must be received by **4:45 p.m. on Tuesday, November 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.

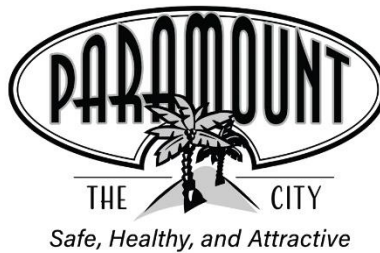
- **Teleconference: (562) 220-2225**

Participants wishing to address the City Council by teleconference should call City Hall at **(562) 220-2225** by **4:45 p.m. on Tuesday, November 16, 2021** 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.

All public comments are limited to a maximum of three minutes unless an extension is granted. Please be mindful that the meeting will be recorded as any other person is recorded when appearing before the City Council, and all other rules of procedure and decorum will apply when addressing the City Council by teleconference.

AGENDA

Paramount City Council
November 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

Public Comments: If you wish to make a statement, please complete a Speaker's Card prior to the commencement of the Public Comments period of the meeting. Speaker's Cards are located at the entrance. Give your completed card to a staff member and when your name is called, please go to the podium provided for the public. Persons are limited to a maximum of three (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. For additional ways to participate and provide public comments, see the preceding Public Participation Notice.

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) 220-2225 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 Brenda Olmos

ROLL CALL OF
COUNCILMEMBERS:

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

CITY COUNCIL PUBLIC COMMENT UPDATES

PUBLIC COMMENTS

NEW BUSINESS

1. [RESOLUTION NO. 21:037](#) Authorizing the execution of a Joint Exercise of Powers Agreement relating to the California Municipal Finance Authority Special Finance Agency; approving the form and authorizing the execution of a Public Benefit Agreement; and approving the issuance of revenue bonds by said Agency for the purpose of financing the acquisition and improvement of the Enclave Apartments at 13801 Paramount Boulevard

2. [ORDINANCE NO. 1155 \(Introduction\)](#) Amending Paramount Municipal Code Section 2.16.020 Personnel System Definitions

3. [APPROVAL](#) Overnight Pilot Parking Program on Orizaba Avenue between Rosecrans Avenue and Howe Street

4. [RESOLUTION NO. 21:035](#) Approving Applications for Specified Grant Funds

5. [RECEIVE AND FILE](#) Report on Proposed Professional Design Services by Studio One Eleven for Progress Plaza Exterior Design (City Project No. 9264)

6. [APPROVAL](#) Revised Program Partner Agreement for Youth Sports Leagues

ENVIRONMENTAL SUSTAINABILITY NEW BUSINESS

7. [ORDINANCE NO. 1156 \(Introduction\)](#) Mandatory Organic Waste Disposal Reduction – Amending Title 13 (Public Services) of the Paramount Municipal Code by Adding Chapter 13.09, Establishing Regulations for Mandatory Organic Waste Disposal Reduction Required under State Law Senate Bill 1383

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8. [RESOLUTION NO.
21:036](#) Authorizing the Submittal of an Application
for an Urban and Community Forestry
Grant in Coordination with Treepeople for
an Urban Forestry Management Plan

COMMENTS/COMMITTEE REPORTS

- Councilmembers
- Staff

ADJOURNMENT

To an adjourned meeting on December 14, 2021 beginning at 6:00 p.m.

City Council Public Comment Updates

November 16, 2021

From the November 2, 2021 City Council Meeting:

Commenter	Request/Issue/Concern	Action/Comment
Abelardo Jacobo	Requests a status update on the surveyor's report, Public Records Act (PRA) request, and copies of the site plan regarding the property at 14113 Downey Avenue undergoing a project development.	<p>Planning Director John Carver emailed Mr. Jacobo on November 3 informing him that the legal description and lot merger information submitted by a surveyor in 2017 will be provided to him as part of the responsive records to his PRA request, and that staff is working with a surveyor will plot the property lines of the property and insert survey pins at the site indicating the location of property lines within the next three weeks. Furthermore, the site plan for the market project and detailed project construction plans are still in the plan check process and is expected to take about four weeks to complete.</p> <p>City Clerk Heidi Luce emailed Mr. Jacobo on November 3 to release some of the records in response to his PRA request, including the Certificate of Compliance for Parcel Merger, which contains the legal description of the property prepared by a registered land surveyor. The remaining records associated with his PRA request are being reviewed by the City Attorney.</p>

NOVEMBER 16, 2021

RESOLUTION NO. 21:037

"A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PARAMOUNT AUTHORIZING THE EXECUTION OF A JOINT EXERCISE OF POWERS AGREEMENT RELATING TO THE CALIFORNIA MUNICIPAL FINANCE AUTHORITY SPECIAL FINANCE AGENCY AND THE FORM OF A PUBLIC BENEFIT AGREEMENT; AND APPROVING THE ISSUANCE OF REVENUE BONDS BY SAID AGENCY FOR THE PURPOSE OF FINANCING THE ACQUISITION, CONSTRUCTION OR IMPROVEMENT OF PROJECT LISTED HEREIN"

MOTION IN ORDER:

READ BY TITLE ONLY AND ADOPT RESOLUTION NO. 21:037.

MOTION:

MOVED BY: _____

SECONDED BY: _____

☐ APPROVED

☐ DENIED

ROLL CALL VOTE:

AYES: _____

NOES: _____

ABSENT: _____

ABSTAIN: _____



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

Subject: RESOLUTION NO. 21:037 - AUTHORIZING THE EXECUTION OF A JOINT EXERCISE OF POWERS AGREEMENT RELATING TO THE CALIFORNIA MUNICIPAL FINANCE AUTHORITY SPECIAL FINANCE AGENCY AND THE FORM OF A PUBLIC BENEFIT AGREEMENT; AND APPROVING THE ISSUANCE OF REVENUE BONDS BY SAID AGENCY FOR THE PURPOSE OF FINANCING THE ACQUISITION, CONSTRUCTION OR IMPROVEMENT OF PROJECT LISTED HEREIN

BACKGROUND

This item is a resolution authorizing the execution of a joint exercise of powers agreement relating to the California Municipal Finance Authority (CMFA) special finance agency and the form of a public benefit agreement; and approving the issuance of revenue bonds by said agency for the purpose of financing the acquisition, construction or improvement of the Enclave Apartments at 13801 Paramount Boulevard. At the November 2, 2021 City Council meeting, Ben Barker, from the CMFA, and Matthew Ellis, from BLDG Partners, gave a presentation to the Council on middle income housing.

Middle income housing is designed for persons earning 80% and up to 120% of area median income (AMI). This segment is considered the “missing middle” between lower income ($\leq 80\%$ AMI) affordable housing and market rate ($> 120\%$ AMI) housing since no funding sources exist for this middle income housing population. Middle income households are generally comprised of people in the beginning years of their careers and include teachers, health care providers, and first responders. Middle income housing is also designed to allow people to live in the city where they work.

The CMFA is a joint powers authority (JPA), and as a public agency is a tax-exempt entity that is not required to pay property taxes. This property tax abatement provides a significant advantage in terms of cash flow which allows the JPA to compete with market rate buyers to purchase apartment complexes and enables the JPA to make the units available to middle income households. The typical split of units is one third at 80% AMI, one third at 100% AMI, and one third at 120% AMI. It is important to note that a non-government entity could acquire a property and restrict units to 80% AMI or less and those units would qualify for the “welfare exemption” and would not have to pay property taxes.

The JPA issues tax exempt governmental bonds to purchase apartment complexes to convert to middle income housing. As the bond issuer, the JPA will oversee the underwriting of the bonds prior to issuance and the performance of the project sponsor during the life of the bonds.

The project manager, BLDG Partners, acts on behalf of the JPA as the asset manager. For all intents and purposes, the residents of the project will interface with the project manager or their designated property management firm. Annual rent increases would be capped at no more than 4%, which is less than the rent limits under AB1482, the recently adopted State tenant protection legislation. It is important to note that no existing tenants will be displaced, regardless of household income. The transition of units to middle income will occur as existing tenants move out.

THE ENCLAVE APARTMENTS

BLDG Partners has approached the City with an opportunity to acquire an existing apartment complex in the City of Paramount and convert it into a middle income housing project as market rate leases come due and tenants move out. The Enclave is located at 13801 Paramount Boulevard and is comprised of a total of 306 units. This project was completed in 1991. The market rate units rent in the range of \$2,100 - \$3,100 with a current vacancy rate of 4.24%. Under the middle income housing program rents will range between \$1,700 and \$3,000. This property last sold in December 2019 for \$99,325,000 and has undergone an extensive renovation program. BLDG Partners has negotiated a sales price of \$129,000,000.

PUBLIC EQUITY

Beyond the public benefit of creating the restricted middle income units, the project also represents an investment opportunity with long term financial benefits for the City in the form of public equity. Under a recorded Public Benefit Agreement, the City, at its sole discretion, may force a sale of the property between year 15 and year 30 (the end of the life of the bonds), and the City would receive the net sale proceeds (estimated Project Equity of \$85,767,937 at the end of year 15). Since the properties are financed through the issuance of tax-exempt bonds and there are no equity partners, all excess sale proceeds after payoff of the bonds go the City.

The City could realize significant value in owning a major real estate asset that could be sold to market rate buyers, thereby maximizing value to the City. Or the assets could be sold to affordable housing developers to be rehabilitated with new, more deeply restricted affordable housing covenants recorded on the property. This decision could be made in the future depending upon the City's needs and policy priorities.

CALIFORNIA MUNICIPAL FINANCE AUTHORITY (CMFA)

The CMFA was created on January 1, 2004 pursuant to a joint exercise of powers agreement to promote economic, cultural and community development, through the financing of economic development and charitable activities throughout California. The CMFA was formed to assist local governments, nonprofit organizations and businesses with the issuance of taxable and tax-exempt bonds aimed at improving the standard of living in California. The CMFA's representatives and its Board of Directors have considerable experience in bond financings. To date, over 325 municipalities have become members of the CMFA.

The Board of Directors of the California Foundation for Stronger Communities, a California nonprofit public benefit corporation (the "Foundation"), acts as the Board of Directors for the CMFA. Through its conduit issuance activities, the CMFA shares a portion of the issuance fees it receives with its member communities and donates a portion of these issuance fees to the Foundation for the support of local charities. With respect to the City of Paramount, the CMFA will grant 25% of the issuance fees to the general fund of the City. Such grant may be used for any lawful purpose of the City. In addition, the CMFA will also donate 25% of the issuance fee to a charitable organization of the City's choice within the host municipality.

In order for the CMFA to have the authority to serve as the issuer of the bonds for the project, it is necessary for the City of Paramount to become a member of the CMFA Special Finance Agency. The Joint Exercise of Powers Agreement provides that the CMFA is a public entity, separate and apart from each member executing such agreement. The debts, liabilities and obligations of the CMFA do not constitute debts, liabilities or obligations of the member agencies.

The bonds to be issued by the CMFA for the project will be the sole responsibility of the CMFA, and the City will have no financial, legal, or moral obligation; or liability or responsibility for the project or the repayment of the bonds for the financing of the project. All financing documents with respect to the issuance of bonds will contain clear disclaimers that the bonds are not obligations of the City or the State of California, but are to be paid for solely from funds provided by the CMFA. There are no costs associated with membership in the CMFA and the City will in no way become exposed to any financial liability by reason of its membership in the CMFA.

VISION, MISSION, VALUES, AND STRATEGIC OUTCOMES

The City's Vision, Mission, and Values set the standard for the organization; establish priorities, uniformity and guidelines; and provide the framework for policy decisionmaking. The Strategic Outcomes were implemented to provide a pathway to achieving the Vision of a city that is safe, healthy, and attractive. This item aligns with Strategic Outcome No. 3: Economic Health.

RECOMMENDED ACTION

It is recommended that the City Council read by title only and adopt Resolution No. 21:037.

CITY OF PARAMOUNT
LOS ANGELES COUNTY, CALIFORNIA

RESOLUTION NO. 21:037

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PARAMOUNT AUTHORIZING THE EXECUTION OF A JOINT EXERCISE OF POWERS AGREEMENT RELATING TO THE CALIFORNIA MUNICIPAL FINANCE AUTHORITY SPECIAL FINANCE AGENCY AND THE FORM OF A PUBLIC BENEFIT AGREEMENT; AND APPROVING THE ISSUANCE OF REVENUE BONDS BY SAID AGENCY FOR THE PURPOSE OF FINANCING THE ACQUISITION, CONSTRUCTION OR IMPROVEMENT OF PROJECT LISTED HEREIN

WHEREAS, pursuant to Chapter 5 of Division 7 of Title 1 of the Government Code of the State of California (the "Act"), the City of Paramount (the "City") and the California Municipal Finance Authority (the "CMFA" and together with the City, the "Members") propose to enter into a Joint Exercise of Powers Agreement relating to the CMFA Special Finance Agency (the "Agreement") in order to form the CMFA Special Finance Agency (the "Agency") for the purpose of promoting economic, cultural and community development and in order to exercise any powers common to the Members or granted by the Act, including by the issuance of bonds, notes or other evidences of indebtedness; and

WHEREAS, the City of Paramount (the "City") has determined that it is in the public interest and for the public benefit that the City become an Additional Member of the Agency pursuant to Section 12 of the Agreement in order to facilitate the promotion of economic, cultural and community development activities in the City, including the financing of projects therefor by the Agency; and

WHEREAS, the Agreement has been filed with the City, and the members of the City Council of the City (the "City Council"), with the assistance of its staff, have reviewed said document; and

WHEREAS, the Agency is authorized to issue and sell revenue bonds for the purpose, among others, of financing or refinancing the construction, acquisition and rehabilitation of capital projects; and

WHEREAS, among projects that may be financed by the Agency, the Agency proposes to issue from time to time its governmental purpose revenue bonds (the "Bonds") to finance the acquisition and certain related costs of a middle-income multifamily rental housing development within the City located at 13801 Paramount Blvd. known as "The Enclave Apartments" (the "Project"); and

WHEREAS, the Agency proposes to grant to the City in connection with the financing of the Project the right to cause the Agency to sell the Project to the City or its designee, starting upon the date fifteen (15) years from the issuance of the Bonds pursuant to a Public Benefit Agreement (the "Public Benefit Agreement"), by and

between the Agency and the City, substantially in the form that has been filed with the City Council, subject to such immaterial modifications as have been approved by the Mayor or City Manager and approved as to form by the City Attorney; and

WHEREAS, it is in the public interest and for the public benefit that the City Council approve the issuance of the Bonds by the Agency for the aforesaid purposes; and

WHEREAS, Section 3(A) of the Agreement, in accordance with Section 6508.1 of the California Government Code, expressly provides that the Bonds, and other debts, liabilities and obligations of the Agency do not constitute debts, liabilities or obligations of any Members;

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

SECTION 1. The above recitations are true and correct.

SECTION 2. The City hereby requests to become an Additional Member of the Agency pursuant to Section 12 of the Agreement. The Agreement is hereby approved and the Mayor, the City Manager or the respective designee thereof is hereby authorized and directed to execute said document, and the City Clerk or such Clerk's designee is hereby authorized and directed to attest thereto.

SECTION 3. The proposed form of Public Benefit Agreement on file with the City Council is hereby approved. In connection with the Project, the Mayor, City Manager or the respective designee thereof is hereby authorized and directed to execute an agreement in substantially said form, with such immaterial changes therein as such officer executing the same may require consistent with this Resolution and its basic purpose, and subject to the approval as to form of the City Attorney, such approval to be conclusively evidenced by the execution and delivery thereof. Any material changes to the form of Public Benefit Agreement must be approved by the City Council. The City Council hereby approves the issuance of Bonds by the Agency from time to time prior to the date that is the two year-anniversary of the date hereof.

SECTION 4. The issuance of Bonds shall be subject to the approval of the Agency of all financing documents relating thereto to which the Agency is a party. Pursuant to Section 3(A) of the Agreement and Section 13(C) of the Public Benefit Agreement, the City shall have no responsibility or liability whatsoever with respect to the Bonds or any other debts, liabilities and obligations issued by the Agency, and such Bonds and any other debts, liabilities and obligations of the Agency do not constitute debts, liabilities or obligations of any Members, including the City.

SECTION 5. The adoption of this Resolution shall not obligate the City or any department thereof to (i) provide any financing to acquire or construct the Project or any refinancing of the Project; (ii) make any contribution or advance any funds whatsoever to the Agency; or (iii) except as provided in this Resolution, take any further action with respect to the Agency or its membership therein.

SECTION 6. The executing officers(s), the City Clerk and all other proper officers and officials of the City are hereby authorized and directed to execute such other agreements, documents and certificates, and to perform such other acts and deeds, as may be necessary or convenient to effect the purposes of this Resolution and the transactions herein authorized.

SECTION 7. The City Clerk shall forward a certified copy of this Resolution and an originally executed Agreement to the Agency:

Jones Hall, A Professional Law Corporation
475 Sansome Street, Suite 1700
San Francisco, California 94111
Attention: Ronald E. Lee, Esq.

SECTION 8. This Resolution shall take effect immediately upon its adoption.

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

Brenda Olmos, Mayor

ATTEST:

Heidi Luce, City Clerk

**JOINT EXERCISE OF POWERS AGREEMENT
RELATING TO THE CMFA SPECIAL FINANCE AGENCY**

THIS AGREEMENT, dated as of October 1, 2021, among the parties executing this Agreement (all such parties, except those which have withdrawn as provided herein, are referred to as the "Members" and those parties initially executing this Agreement are referred to as the "Charter Members"):

WITNESSETH

WHEREAS, pursuant to Title 1, Division 7, Chapter 5 of the California Government Code (in effect as of the date hereof and as the same may from time to time be amended or supplemented, the "Joint Exercise of Powers Act"), two or more public agencies may by agreement jointly exercise any power common to the contracting parties; and

WHEREAS, each of the Members is a "public agency" as that term is defined in Section 6500 of the Joint Exercise of Powers Act; and

WHEREAS, each of the Members is empowered by law to promote economic, cultural and community development, including, without limitation, the promotion of opportunities for the creation or retention of employment, the stimulation of economic activity, the increase of the tax base, and the promotion of opportunities for education, cultural improvement and public health, safety and general welfare; and

WHEREAS, each of the Members may accomplish the purposes and objectives described in the preceding preamble by various means; and

WHEREAS, each Member is also empowered by law to acquire, construct, improve, operate and dispose of real property for a public purpose; and

WHEREAS, the Joint Exercise of Powers Act authorizes the Members to create a joint exercise of powers entity with the authority to exercise any powers common to the Members, as specified in this Agreement, and to exercise the additional powers granted to it in the Joint Exercise of Powers Act and any other applicable provisions of the laws of the State of California; and

WHEREAS, a public entity established pursuant to the Joint Exercise of Powers Act is empowered to issue or execute bonds, notes, commercial paper or any other evidences of indebtedness, leases, installment sale or other financing agreements, obligations or certificates of participation therein (each and all herein referred to as "Bonds"), and to otherwise undertake financing programs under the Joint Exercise of Powers Act or other applicable provisions of the laws of the State of California to accomplish its public purposes; and

WHEREAS, the Members have determined to specifically authorize a public entity authorized pursuant to the Joint Exercise of Powers Act to issue Bonds pursuant to the Joint Exercise of Powers Act or other applicable provisions of the laws of the State of California; and

WHEREAS, it is the desire of the Members to use a public entity established pursuant to the Joint Exercise of Powers Act to undertake the financing and/or refinancing of projects of any nature, including, but not limited to, middle income housing projects and other capital or working capital projects, purchase or acquisition of property, improvements, leases, contracts, receivables, commodities, bonds, other revenue streams or assets of any kind, liability or other insurance, or retirement programs, or facilitating Members use of existing or new financial instruments and mechanisms; and

WHEREAS, by this Agreement, each Member desires to create and establish the "CMFA Special Finance Agency" for the purposes set forth herein and to exercise the powers provided herein;

NOW, THEREFORE, the Members, for and in consideration of the mutual promises and agreements herein contained, do agree as follows:

Section 1. Purpose.

This Agreement is made pursuant to the provisions of the Joint Exercise of Powers Act. The purpose of this Agreement is to establish a public entity for the joint exercise of powers common to the Members and for the exercise of additional powers given to a joint powers entity under the Joint Exercise of Powers Act or any other applicable law, including, but not limited to, the issuance of Bonds for any purpose or activity permitted under the Joint Exercise of Powers Act or any other law. Such purpose will be accomplished and said power exercised in the manner hereinafter set forth.

Section 2. Term.

This Agreement shall become effective in accordance with Section 17 as of the date hereof and shall continue in full force and effect until such time as it is terminated in writing by all the Members; provided, however, that this Agreement shall not terminate or be terminated until all Bonds issued or caused to be issued by the Agency (defined below) shall no longer be outstanding under the terms of the indenture, trust agreement, resolution or other instrument pursuant to which such Bonds are issued.

Section 3. Authority.

A. CREATION AND POWERS OF AUTHORITY.

There is hereby created pursuant to the Joint Exercise of Powers Act a joint exercise of powers authority and public entity to be known as the "CMFA Special Finance Agency." As provided in the Joint Exercise of Powers Act, the Agency shall be a public entity separate and apart from the Members. The Bonds or any other debts, liabilities and obligations of the Agency shall not constitute debts, liabilities or obligations of any Member, and Bonds issued by the Agency shall be non-recourse to the Agency except only as and to the extent moneys or other assets are pledged by the Agency to the Bonds by the indenture, trust agreement, resolution or other instrument pursuant to which such Bonds are issued. Notwithstanding any other provision of this Agreement, the Agency shall not have the power to incur any debt, liability or obligation that is not subject to the preceding sentence and shall not have the power to and shall not enter into any retirement contract with any public retirement system (as defined in Section 6508.2 of the Joint Exercise of Powers Act) for any reason. The provision in this paragraph is intended to

benefit Members and to be a confirming irrevocable obligation of the Agency which may be enforced by Members individually or collectively.

Within 30 days after the effective date of this Agreement or any amendment hereto, the Agency will cause a notice of this Agreement or amendment to be prepared and filed with the office of the Secretary of State of the State in the manner set forth in Section 6503.5 of the Joint Exercise of Powers Act. Such notice shall also be filed with the office of the Finance Director of the State.

The Board shall be the administering agency of this Agreement and, as such, shall be vested with the powers set forth herein, and shall administer this Agreement in accordance with the purposes and functions provided herein.

B. BOARD.

The Agency shall be administered by the Board of Directors (the "Board," or the "Directors" and each a "Director") consisting of, ex officio, the board of directors of the California Municipal Finance Authority (the "CMFA"). Any alternate members of the board of directors of the CMFA shall be, ex officio, alternate members of the Board, and may act as a member of the Board on the same terms as such alternate member may act as a voting member of the board of directors of the CMFA. The term of office as a member of the Board shall terminate when such member of the Board shall cease to hold his or her respective office as a regular or alternate member of the board of directors of the CMFA, and the successor to such member of the board of directors of CMFA shall become a member of the Board, upon assuming such office.

Members of the Board shall not receive any compensation for serving as such but shall be entitled to reimbursement for any expenses actually incurred in connection with serving as a member if the Board shall determine that such expenses shall be reimbursed and there are unencumbered funds available for such purpose.

Notwithstanding the preceding two paragraphs, the Board may by resolution or bylaws provide for changes in the qualifications, composition and number of directors on the Board, the appointment of successors, their respective terms of office and any other provisions relating to the qualification and office of the Board.

C. OFFICERS; DUTIES; OFFICIAL BONDS.

The officers of the Agency shall be the Chair, Vice Chair, Executive Director, Secretary and Treasurer, and one or more Assistant Secretaries and Assistant Treasurers. The Chair, Vice Chair, Executive Director, Secretary, Treasurer, Assistant Secretaries and Assistant Treasurers of the CMFA, respectively, shall be such officers of the Agency, ex officio.

The Chair of the Agency shall be the chair of the board of directors of the CMFA, ex officio. The term of office of the Chair shall be the same as the term of the chair of the board of directors of the CMFA. The Chair shall preside at all meetings of the Agency and shall submit such information and recommendations to the Board as he or she may consider proper concerning the business, policies and affairs of the Agency.

The Vice Chair shall be the vice chair of the board of directors of the CMFA, ex

officio. The term of office of the Vice Chair shall be the same as the term of the vice chair of the board of directors of the CMFA. The Vice Chair shall perform the duties of the Chair in the absence or incapacity of the Chair. In case of the absence, unavailability, resignation or death of the Chair, the Vice Chair shall perform such duties as are imposed on the Chair, until such time as a new Chair is selected or appointed.

The executive director of the CMFA is hereby designated as the Executive Director of the Agency, ex officio, and shall be responsible for execution and supervision of the affairs of the Agency. Except as otherwise authorized by resolution of the Board, any member of the Board, the Executive Director or any designee thereof shall sign all contracts, deeds and other instruments executed by the Agency.

The secretary of the CMFA is hereby designated as the Secretary of the Agency, ex officio. The Secretary shall keep the records of the Agency, shall act as Secretary at the meetings of the Agency and record all votes, and shall keep a record of the proceedings of the Agency in a journal of proceedings to be kept for such purpose, and shall perform all duties incident to the office.

The treasurer of the CMFA is hereby designated, ex officio, as the Treasurer of the Agency.

Subject to the applicable provisions of any resolution, indenture, trust agreement or other instrument or proceeding authorizing or securing Bonds (each such resolution, indenture, trust agreement, instrument and proceeding being herein referred to as an "Indenture") providing for a trustee or other fiscal agent, and except as may otherwise be specified by resolution of the Board, the Treasurer is designated as the depositary of the Agency to have custody of all money of the Agency, from whatever source derived and shall have the powers, duties and responsibilities specified in Sections 6505, 6505.5 and 6509.5 of the Joint Exercise of Powers Act.

The Treasurer of the Agency is designated as the public officer or person who has charge of, handles, or has access to any property of the Agency, and such officer shall file an official bond with the Secretary of the Agency in the amount specified by resolution of the Board but in no event less than \$1,000.

The Board shall have the power to appoint such other officers and employees as it may deem necessary and to retain independent counsel, consultants and accountants.

The Board shall have the power, by resolution, to the extent permitted by the Joint Exercise of Power Act or any other applicable law, to delegate any of its functions to one or more of the Directors or officers, employees or agents of the Agency and to cause any of said Directors, officers, employees or agents to take any actions and execute any documents or instruments for and in the name and on behalf of the Board or the Agency.

D. MEETINGS OF THE BOARD.

(1) Ralph M. Brown Act.

All meetings of the Board, including, without limitation, regular, adjourned regular, special, and adjourned special meetings shall be called, noticed, held and conducted in accordance with the provisions of the Ralph

M. Brown Act (commencing with Section 54950 of the Government Code of the State of California), or any successor legislation hereinafter enacted (the "Brown Act").

(2) Regular Meetings.

The Board shall provide for its regular meetings; provided, however, it shall hold at least one regular meeting each year. The date, hour and place of the holding of the regular meetings shall be fixed by resolution of the Board. To the extent permitted by the Brown Act, such meetings may be held by telephone conference.

(3) Special Meetings.

Special meetings of the Board may be called in accordance with the provisions of Section 54956 of the Government Code of the State of California. To the extent permitted by the Brown Act, such meetings may be held by telephone conference.

(4) Minutes.

The Secretary of the Agency shall cause to be kept minutes of the regular, adjourned regular, special, and adjourned special meetings of the Board and shall, as soon as possible after each meeting, cause a copy of the minutes to be forwarded to each Director.

(5) Quorum.

A majority of the Board shall constitute a quorum for the transaction of business. No action may be taken by the Board except upon the affirmative vote of a majority of the Directors present at the meeting, except that less than a quorum may adjourn a meeting to another time and place.

E. RULES AND REGULATIONS.

The Agency may adopt, from time to time, by resolution of the Board such bylaws, policies or rules and regulations for the conduct of its meetings and affairs as may be required. In the absence of such a resolution, the conflict of interest code, investment policy, and debt management policy of CMFA shall be the conflict of interest code, investment policy and debt management policy of the Agency, to the extent required or permitted by law to be adopted by the Agency.

Section 4. Powers.

The Agency shall have the power, in its own name, to exercise the common powers of the Members and to exercise all additional powers given to a joint powers entity under any of the laws of the State of California, including, but not limited to, the Joint Exercise of Powers Act, for any purpose authorized under this Agreement. Such powers shall include the common powers specified in this Agreement and may be exercised in the manner and according to the method provided in this Agreement. The Agency is hereby authorized to do all acts necessary for the exercise of such power, including, but not limited to, any or all of the following: to make and enter

into contracts; to employ agents and employees; to acquire, construct, improve, own, maintain and operate, or provide for maintenance and operation, and sell, lease, pledge, assign, mortgage or otherwise dispose, of any property, improvements, commodities, leases, contracts, receivables, bonds or other revenue streams or assets of any kind; to exercise the power of condemnation; to incur debts, liabilities or obligations; to receive gifts, contributions and donations of property, funds, services, and other forms of assistance from person, firms, corporations and any governmental entity; to sue and be sued in its own name; to establish and collect fees; to form public benefit nonprofit corporations or other affiliate entities to accomplish any of its purposes; to make grants, loans or provide other financial assistance to governmental, nonprofit and for profit organizations to accomplish any of its purposes; and generally to do any and all things necessary or convenient to accomplish its purposes. The boundaries of the Agency shall encompass the boundaries of all the Members and the powers of the Agency may be exercised anywhere within those boundaries or to the extent permitted by the laws of the State of California, including, but not limited to the Joint Exercise of Powers Act, outside of those boundaries, which may be outside of the State of California, provided that the power of condemnation may only be exercised within the jurisdictional boundaries of the Charter Members.

Without limiting the generality of the foregoing, the Agency may issue or cause to be issued Bonds, and pledge any property or revenues as security to the extent permitted under the Joint Exercise of Powers Act, or any other applicable provision of law; provided, however, the Agency shall not issue Bonds with respect to any project located in the jurisdiction of one or more Members unless the governing body of any such Member, or its duly authorized representative, shall approve, conditionally or unconditionally, the project, including the issuance of Bonds therefor. Such approval may be evidenced by resolution, certificate, order, report or such other means of written approval of such project as may be selected by the Member (or its authorized representative) whose approval is required. No such approval shall be required in connection with Bonds that refund Bonds previously issued by the Agency and approved by the governing board of a Member.

The manner in which the Agency shall exercise its powers and perform its duties is and shall be subject to the restrictions upon the manner in which a California city could exercise such powers and perform such duties. The manner in which the Agency shall exercise its powers and perform its duties shall not be subject to any restrictions applicable to the manner in which any other public agency could exercise such powers or perform such duties, whether such agency is a party to this Agreement or not.

Section 5. Fiscal Year.

For the purposes of this Agreement, the term "*Fiscal Year*" shall mean the fiscal year as established from time to time by resolution of the Board, being, at the date of this Agreement, the period from July 1 to and including the following June 30, except for the first Fiscal Year which shall be the period from the date of this Agreement to June 30, 2022.

Section 6. Disposition of Assets.

At the end of the term hereof or upon the earlier termination of this Agreement as set forth in Section 2, after payment of all expenses and liabilities of the Agency, all property of the Agency both real and personal shall automatically vest in the Members in the manner and amount determined by the Board in its sole discretion and shall thereafter remain the sole property of the Members; provided, however, that any surplus money on hand shall be returned in proportion to the contributions made by the Members.

Section 7. Bonds.

From time to time the Agency shall issue Bonds, in one or more series, for the purpose of exercising its powers and raising the funds necessary to carry out its purposes under this Agreement.

The services of bond counsel, financing consultants and other consultants and advisors working on the projects and/or their financing or refinancing or on post-issuance compliance or administration may be used by the Agency. The expenses of the Board shall be paid from the proceeds of the Bonds, payments made by Bond obligors or other third parties, project revenues, or any other unencumbered funds of the Agency available for such purpose.

Section 8. Bonds Only Limited and Special Obligations of Agency.

The Bonds, together with the interest and premium, if any, thereon, shall not be deemed to constitute a debt of any Member or pledge of the faith and credit of the Members or the Agency. The Bonds shall be only special obligations of the Agency, and the Agency shall under no circumstances be obligated to pay the Bonds except from revenues and other funds pledged therefor. Neither the Members nor the Agency shall be obligated to pay the principal of, premium, if any, or interest on the Bonds, or other costs incidental thereto or related to any project or program financed or refinanced with Bonds, except the Agency from the assets, revenues and funds pledged and available therefor, and neither the faith and credit nor the taxing power of the Members nor the faith and credit of the Agency shall be pledged to the payment of the principal of, premium, if any, or interest on the Bonds, or any costs related thereto or to any project or program financed or refinanced thereby, nor shall the Members or the Agency in any manner be obligated to make any appropriation for such payment.

No covenant or agreement contained in any Bond or related document shall be deemed to be a covenant or agreement of any Director, or any officer, employee or agent of the Agency in his or her individual capacity, and neither the Board of the Agency nor any Director or officer thereof executing the Bonds shall be liable personally on any Bond or be subject to any personal liability or accountability by reason of the issuance of any Bonds or by reason of any project or program financed or refinanced with Bonds.

Section 9. Accounts and Reports.

All funds of the Agency shall be strictly accounted for. The Agency shall establish and maintain such funds and accounts as may be required by good accounting practice and by any provision of any Indenture (to the extent such duties are not assigned to a trustee of Bonds). The books and records of the Agency shall be open to inspection at all reasonable times by each Member.

The Treasurer of the Agency shall cause an independent audit to be made of the books of accounts and financial records of the Agency by a certified public accountant or public accountant in compliance with the provisions of Section 6505 of the Joint Exercise of Powers Act. In each case the minimum requirements of the audit shall be those prescribed by the State Controller for special districts under Section 26909 of the Government Code of the State of California and shall conform to generally accepted auditing standards. When such an audit of accounts and records is made by a certified public accountant or public accountant, a report thereof shall be filed as a public record with each Member and also with the county auditor of

each county in which a Member is located; provided, however, that to the extent permitted by law, the Agency may, instead of filing such report with each Member and such county auditor, elect to post such report as a public record electronically on a website designated by the Agency. Such report if made shall be filed within 12 months of the end of the Fiscal Year or Years under examination.

The Treasurer is hereby directed to report in writing on the first day of July, October, January, and April of each year to the Board and the Charter Members which report shall describe the amount of money held by the Treasurer for the Agency, the amount of receipts since the last such report, and the amount paid out since the last such report (which may exclude amounts held by a trustee or other fiduciary in connection with any Bonds to the extent that such trustee or other fiduciary provided regular reports covering such amounts.)

Any costs of the audit, including contracts with, or employment of, certified public accountants or public accountants in making an audit pursuant to this Section, shall be borne by the Agency and shall be a charge against any unencumbered funds of the Agency available for that purpose.

In any Fiscal Year the Board may, by resolution adopted by unanimous vote, replace the annual special audit with an audit covering a two-year period.

Section 10. Funds.

Subject to the applicable provisions of any Indenture, which may provide for a trustee or other fiduciary to receive, have custody of and disburse Agency funds, the Treasurer of the Agency shall receive, have the custody of and disburse Agency funds pursuant to the accounting procedures developed under Sections 3C and 9, and shall make the disbursements required by this Agreement or otherwise necessary to carry out any of the provisions of purposes of this Agreement.

Section 11. Notices.

Notices and other communications hereunder to the Members shall be sufficient if delivered to the clerk of the governing body of each Member; provided that, to the extent permitted by law, the Agency may provide notices and other communications and postings electronically (including, without limitation, through email or by posting to a website).

Section 12. Additional Members/Withdrawal of Members.

Qualifying public agencies may be added as parties to this Agreement and become Charter Members upon: (1) the filing by such public agency with the Agency of an executed counterpart of this Agreement, together with a copy of the resolution of the governing body of such public agency approving this Agreement and the execution and delivery hereof; and (2) adoption of a resolution of the Board approving the addition of such public agency as a Charter Member. Upon satisfaction of such conditions, the Board shall file such executed counterpart of this Agreement as an amendment hereto, effective upon such filing.

Qualifying public agencies may also be added as non-Charter Members ("Additional Members") of the Agency upon: (1) the filing by such public agency with the Agency of a resolution of the governing body of such public agency requesting to be added as an Additional Member of the Agency, and (2) adoption of a resolution of the Board approving the addition of such public agency as an Additional Member. An Additional Member may limit in the aforementioned resolution the scope of its Additional Membership to what is necessary or appropriate to facilitate the financing or refinancing of one or more specified projects or programs.

A Member may withdraw from this Agreement upon written notice to the Board; provided, however, that (i) at least one Member shall be a Charter Member, (ii) no such withdrawal shall result in the dissolution of the Agency so long as any Bonds remain outstanding and (iii) no such withdrawal shall cause the loss of the property tax exemption of any project owned by the Agency. Any such withdrawal shall be effective only upon receipt of the notice of withdrawal by the Board, which shall acknowledge receipt of such notice of withdrawal in writing and shall file such notice as an amendment to this Agreement effective upon such filing.

Section 13. Indemnification.

To the full extent permitted by law, the Board may authorize indemnification by the Agency of any person who is or was a Director or an officer, employee or other agent of the Agency, and who was or is a party or is threatened to be made a party to a proceeding by reason of the fact that such person is or was such a Director or an officer, employee or other agent of the Agency, against expenses, including attorneys' fees, judgments, fines, settlements and other amounts actually and reasonably incurred in connection with such proceeding, if such person acted in good faith in a manner such person reasonably believed to be in the best interests of the Agency and, in the case of a criminal proceeding, had no reasonable cause to believe the conduct of such person was unlawful and, in the case of an action by or in the right of the Agency, acted with such care, including reasonable inquiry, as an ordinarily prudent person in a like position would use under similar circumstances. The Board may purchase a policy or policies of insurance in furtherance of any indemnification obligation created or otherwise in protection of Directors, officers, employees or other agents.

Section 14. Contributions and Advances.

Contributions or advances of public funds and of the use of personnel, equipment or property may be made to the Agency by the Members for any of the purposes of this Agreement. Payment of public funds may be made to defray the cost of any such contribution or advance. Any such advance may be made subject to repayment, and in such case shall be repaid, in the manner agreed upon by the Agency and the Member making such advance at the time of such advance. It is mutually understood and agreed to that no Member has any obligation to make advances or contributions to the Agency to provide for the costs and expenses of administration of the Agency, even though any Member may do so. The Members understand and agree that a portion of the funds of the Agency that otherwise may be allocated or distributed to the Members and the funds of the Agency constituting fee or other revenues with respect to Bonds or Projects may instead be used to make grants, loans or provide other financial assistance to governmental units and to nonprofit organizations to accomplish any of the governmental unit's or nonprofit organization's purposes.

Section 15. Immunities.

All of the privileges and immunities from liabilities, exemptions from laws, ordinances and rules, and other benefits which apply to the activity of officers, agents or employees of Members when performing their respective functions within the territorial limits of their respective public agencies, shall apply to the same degree and extent to the Directors, officers, employees, agents or other representatives of the Agency while engaged in the performance of any of their functions or duties under the provisions of this Agreement.

None of the officers, agents or employees, if any, directly employed or engaged by the Agency shall be deemed, by reason of their employment or engagement by the Agency, to be employed or engaged by any Member or, by reason of their employment or engagement by the Agency, to be subject to any of the requirements of any Member.

Section 16. Amendments.

Except as provided in Sections 3B and 12 above, this Agreement shall not be amended, modified, or altered, unless the written consent of each of the Charter Members is obtained; provided that no amendment shall materially adversely affect the interests of any Additional Member unless the negative consent of that Additional Member is also obtained. To obtain the negative consent of each such Additional Member, the following negative consent procedure shall be followed: (a) the Agency shall provide each such Additional Member with a notice at least sixty (60) days prior to the date such proposed amendment is to become effective explaining the nature of such proposed amendment and this negative consent procedure; (b) the Agency shall provide each such Additional Member who did not respond a reminder notice with a notice at least thirty (30) days prior to the date such proposed amendment is to become effective; and (c) if no such Additional Member objects to the proposed amendment in writing within sixty (60) days after the initial notice, the proposed amendment shall become effective with respect to all Members.

Section 17. Effectiveness.

This Agreement shall become effective and be in full force and effect and a legal, valid and binding obligation of each of the Members on the date that the Board shall have received from two of the Charter Members an executed counterpart of this Agreement, together with a certified copy of a resolution of the governing body of each such Charter Member approving this Agreement and the execution and delivery hereof.

Section 18. Partial Invalidity.

If any one or more of the terms, provisions, promises, covenants or conditions of this Agreement shall to any extent be adjudged invalid, unenforceable, void or voidable for any reason whatsoever by a court of competent jurisdiction, each and all of the remaining terms, provisions, promises, covenants and conditions of this Agreement shall not be affected thereby, and shall be valid and enforceable to the fullest extent permitted by law.

Section 19. Successors.

This Agreement shall be binding upon and shall inure to the benefit of the successors of the parties hereto. Except to the extent expressly provided herein, no Member may assign any right or obligation hereunder without the consent of the other Members.

Section 20. Miscellaneous.

This Agreement may be executed in several counterparts, each of which shall be an original and all of which shall constitute but one and the same instrument.

The section headings herein are for convenience only and are not to be construed as modifying or governing the language in the section referred to.

Wherever in this Agreement any consent or approval is required, the same shall not be unreasonably withheld.


This Agreement shall be governed under the laws of the State of California.

This Agreement, including its recitals which are incorporated herein, is the complete and exclusive statement of the agreement among the Members, which supersedes and merges all prior proposals, understandings, and other agreements, whether oral, written, or implied in conduct, between and among the Members relating to the subject matter of this Agreement.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed and attested by their duly authorized representatives as of the day and year first above written.


Charter Member:

California Municipal Finance Authority

By 
Name: EDWARD J. BECKER
Title: EXECUTIVE DIRECTOR

Charter Member:

City of Escondido

By 
Name: Paul McNamara
Title: Mayor

IN WITNESS WHEREOF, the City of Paramount has caused this Agreement to be executed and attested by its duly authorized representatives as of the ____ day of _____, 20__.

Additional Member:

City of Paramount

By _____

Name: _____

Title: Mayor

ATTEST:

Clerk

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date set forth above.

CMFA SPECIAL FINANCE AGENCY

By: _____
Edward J. Becker
Executive Director

CITY OF PARAMOUNT

By: _____

Mayor

Approved as to Form:

By: _____
City Attorney

**RECORDING REQUESTED
AND WHEN RECORDED MAIL TO:**

475 Sansome Street, Suite 1700
San Francisco, California 94111
Attention: Josh D. Anzel

THIS SPACE IS FOR RECORDERS USE ONLY

PUBLIC BENEFIT AGREEMENT

(Title of Document)

Per Government Code 27388.1 (a)(1) "A fee of \$75 dollars shall be paid at the time of recording of every real estate instrument, paper, or notice required or permitted by law to be recorded, except those expressly exempted from payment of recording fees, per each single transaction per parcel or real property. The fee shall not exceed two hundred twenty-five dollars (\$225)"

Reason for Exemption:

- ☐ Exempt from fee per GC 27388.1 (a) (2); recorded concurrently "in connection with" a transfer subject to the imposition of documentary transfer tax (DTT).
- ☐ Exempt from fee per GC 27388.1 (a) (2); recorded concurrently "in connection with" a transfer of real property that is a residential dwelling to an owner-occupier.
- ☐ Exempt from fee per GC 27388.1 (a) (1); fee cap of \$225.00 reached.
- ☐ Exempt from the fee per GC 27388.1 (a) (1); not related to real property.

Failure to include an exemption reason will result in the imposition of the \$75.00 Building Homes and Job Act Fee.

RECORDING REQUESTED BY
CMFA Special Finance Agency

WHEN RECORDED RETURN TO:
Jones Hall, A Professional Law Corporation
475 Sansome Street, Suite 1700
San Francisco, California 94111
Attention: Josh D. Anzel

THIS DOCUMENT IS EXEMPT FROM RECORDING FEES PURSUANT TO SECTION 27383
OF THE CALIFORNIA GOVERNMENT CODE

PUBLIC BENEFIT AGREEMENT

By and Between

CMFA SPECIAL FINANCE AGENCY

and

CITY OF PARAMOUNT

A CALIFORNIA MUNICIPAL CORPORATION AND GENERAL LAW CITY

Dated as of _____ 1, 20__

Relating to

**CMFA SPECIAL FINANCE AGENCY
ESSENTIAL HOUSING REVENUE BONDS, SERIES 20__A-1
(THE ENCLAVE APARTMENTS)**

**CMFA SPECIAL FINANCE AGENCY
ESSENTIAL HOUSING REVENUE BONDS, SERIES 20__A-2
(THE ENCLAVE APARTMENTS)**

and

**CMFA SPECIAL FINANCE AGENCY
SUBORDINATE ESSENTIAL HOUSING REVENUE BONDS, SERIES 20__B
(THE ENCLAVE APARTMENTS)**

PUBLIC BENEFIT AGREEMENT

This PUBLIC BENEFIT AGREEMENT ("Agreement") is dated as of _____ 1, 20__, by and between the CMFA SPECIAL FINANCE AGENCY, a joint exercise of powers agency organized and existing under the laws of the State of California (including its successors and assigns, "Owner"), and the CITY OF PARAMOUNT, a California municipal corporation and general law city ("Host").

BACKGROUND

WHEREAS, the Owner proposes to issue Bonds (as hereinafter defined) to finance Owner's acquisition of the certain multifamily rental housing projects (collectively, the "Project") located at 13801 Paramount Blvd., Paramount, CA 90723 in the City of Paramount, California, located on the real property site described in Exhibit A hereto; and

WHEREAS, the Owner has executed a Regulatory Agreement and Declaration of Restrictive Covenants between Owner and Wilmington Trust, National Association, dated concurrently and recorded in the official records of the County of Los Angeles, California (the "County"), which imposes requirements upon the Project with respect to maximum income levels of tenants, maximum rents payable by tenants, maintenance of the Project in accordance with industry standards, and certain other matters, and Host is entering into this Agreement in reliance on Owner's compliance with such requirements; and

WHEREAS, the Owner intends to sell the Project at the instigation of the Host or upon the retirement of all Project Debt (as defined herein) pursuant to this Agreement.

AGREEMENT

In consideration of the mutual covenants herein contained, and such other good and valuable consideration the receipt and sufficiency of which is hereby acknowledged, Owner and Host mutually agree as follows:

Section 1. Right to Cause Sale. Host shall have the right to cause ("Sale Right") the Owner to sell the Property (as herein defined) to Host or Host's designee upon payment by the Purchaser (as herein defined) of the Sale Price (as herein provided) within the Sale Right Term (as herein defined) and in compliance with and observance of all of the terms and conditions of this Agreement.

Section 2. Definitions. Capitalized terms used in this Agreement shall have the meanings assigned to them in this Section 2; capitalized terms used in this Agreement and not defined in this Section 2 or elsewhere herein shall have the meanings assigned to them in the Indenture (herein defined).

(a) "Bonds" – collectively, (i) the CMFA Special Finance Agency Essential Housing Revenue Bonds, Series 20__A-1 (The Enclave Apartments), (ii) the CMFA Special Finance Agency Essential Housing Revenue Bonds, Series 20__A-2 (The Enclave Apartments), and (iii) the CMFA Special Finance Agency Subordinate Essential Housing Revenue Bonds, Series 20__B (The Enclave Apartments) (the "Series B Bonds"), with such other series and sub-series designations as may be set forth in the Indenture, originally issued to finance Owner's acquisition of the Project and related transaction costs. The original principal amount of the Series B Bonds shall not exceed \$5,000,000.

(b) “Bond Trustee” – Wilmington Trust, National Association, or any successor trustee under the Indenture.

(c) “Closing” – shall have the meaning set forth in Section 8 hereof.

(d) “Conveyance” – that transaction or series of transactions by which Owner shall transfer, bargain, sell and convey any and all right, title or interest in and to the Property.

(e) “Exercise Notice” – shall have the meaning set forth in Section 4(a) hereof.

(f) “Extraordinary Costs and Expenses” – shall have the meaning set forth in the Indenture.

(g) “Host Indemnified Person” – the Host and each of its officers, governing members, directors, officials, employees, attorneys, agents and members.

(h) “Indenture” – the Trust Indenture between Owner, as issuer, and the Bond Trustee, as trustee, pursuant to which the Bonds were issued.

(i) “Minimum Sale Price” – means the lowest price at which the Property may be sold, as described in Section 4(c) hereof.

(j) “Outstanding” – with respect to Bonds, as of any given date, all Bonds which have been authenticated and delivered by the Trustee under the Indenture, except: (i) Bonds cancelled at or prior to such date or delivered to or acquired by the Trustee at or prior to such date for cancellation; (ii) Bonds deemed to be paid in accordance with Article IX of the Indenture; and (iii) Bonds in lieu of which other Bonds have been authenticated under the Indenture.

(k) “Owner Indemnified Person” – the Owner and each of its officers, governing members, directors, officials, employees, attorneys, agents and members.

(l) “Project Administrator” – BLDG Partners LLC and its successors and assigns.

(m) “Project Debt” – any debt secured by the Project and incurred to finance or refinance Owner’s acquisition of the Project and related transaction costs, including any portion of the Bonds and any bonds, notes or other indebtedness issued by Owner to improve the Project or to refund the Bonds in whole or in part.

(n) “Property” – means all of Owner’s right, title and interest (which includes fee simple title to the real property) in and to all property and assets used in or otherwise related to the operation of the Project including, without limitation, all real property and interests in real property, all tangible and intangible personal property including furniture, fixtures, equipment, supplies, intellectual property, licenses, permits, approvals, and contractual rights of any kind or nature together with the right to own and carry on the business and operations of the Project.

(o) “Purchaser” – means the purchaser of the Property in a sale thereof.

(p) “Regulatory Agreement” – means the Regulatory Agreement and Declaration of Restrictive Covenants by and between the Owner and the Bond Trustee, relating to the Bonds.

(q) “Sale Price” – purchase price of the Property to be paid by the Purchaser upon sale of the Property by the Owner pursuant to the Sale Right in compliance with Section 4 hereof or sale by the Owner pursuant to Section 5 hereof.

(r) “Sale Right” – means the right of the Host to cause the Owner to sell the Property pursuant to Section 1 hereof.

(s) “Sale Right Exercise Date” – the date fifteen (15) years from the issuance of the Bonds.

(t) “Sale Right Term” – shall commence on the Sale Right Exercise Date and, if not exercised, shall terminate at 11:59 p.m. local time on the date that is the earlier of: (i) fourteen (14) years from the Sale Right Exercise Date or (ii) the date on which no Project Debt remains Outstanding.

(u) “Transaction Costs” – to the extent not otherwise described herein, any costs or expenses of any kind or nature associated with or incurred by Owner and Bond Trustee in connection with the consummation of the Conveyance, regardless of whether such costs and expenses are customarily borne by the seller or purchaser in any such transaction, including but not limited to taxes, recording fees and other impositions, Owner’s and Bond Trustee’s legal and other professional fees, fees for verification agents, bidding agents, escrow agents, custodians or trustees, assumption fees, prepayment fees, the cost of the appraisal, brokers’ fees and expenses, surveys, inspections, title commitments, title insurance premiums and other title-related fees, and all amounts required for indemnification of Owner, Trustee and Project Administrator.

Section 3. Effectiveness; Term and Termination. The Sale Right shall become effective on the Sale Right Exercise Date and may be exercised during the Sale Right Term. Owner agrees that it will not enter into any agreement to sell all or any part of the Property during the Sale Right Term other than as may be required by the Indenture (e.g., in the event of default), without the specific written request of the Host and delivery of an Opinion of Bond Counsel to the Owner substantially to the effect that such sale will not, in and of itself, adversely affect the exclusion of interest on the Bonds from gross income for purposes of federal income taxation.

Section 4. Exercise of Sale Right.

(a) Host’s Notice. To exercise the Sale Right, Host shall provide a notice (an “Exercise Notice”) to Owner (with a copy to the Project Administrator) at any time during the Sale Right Term.

(b) Owner’s Best Efforts to Sell. Unless Host notifies Owner in writing that it is withdrawing its Exercise Notice within fifteen (15) business days of delivering the Exercise Notice under Section 4(a) hereof, Owner shall exercise its best efforts to enter into a purchase agreement for the sale of the Property in accordance with Section 7(d) and to sell and convey good and marketable title to the Property to Host or its designee within ninety (90) days following receipt of the Exercise Notice, or as soon as possible thereafter, in accordance with the purchase agreement, but only if it can sell at or above the Minimum Sale Price. The obligation of the Owner to enter into the purchase agreement for the sale and conveyance of the Property to Host or its designee shall be on a best efforts basis. The Owner shall endeavor to sell the Property at a commercially reasonable price, subject to subsection (c) of this Section, by such means as the parties to the purchase agreement shall determine to be suitable for such purpose; provided that

Owner shall incur no liability to any party as a result of or otherwise in connection with the sale or failure to sell. Subject to subsection (c), nothing herein shall require or prevent Owner selling the Property subject to the restrictions set forth in the Regulatory Agreement. The Owner shall direct the Bond Trustee in the foregoing as and to the extent necessary or appropriate.

(c) Sale Price. The Sale Price shall be at least equal to the sum of the amounts set forth below (net of any adjustments or prorations of the type described in Section 8(b)) (the "Minimum Sale Price"):

- i. an amount sufficient to either prepay, redeem in whole or fully defease for redemption on the earliest call date all Project Debt; plus
- ii. any fees or other amounts not identified in clause (i) that may be necessary to effect the complete release from and discharge of any lien, mortgage or other encumbrance on the Property; plus
- iii. any amounts due to Owner (including the Owner Indemnified Persons, as provided in the Indenture), the Bond Trustee or any predecessor or successor, or any other Person under any indenture, loan agreement, bond, note or other instrument relating to any Project Debt (including, without limitation, indemnification amounts, Owner's Extraordinary Costs and Expenses, recurrent and extraordinary fees and expenses, and reimbursable costs and expenses of any kind or nature); plus
- iv. Transaction Costs; minus
- v. Any funds held by or for Owner under the Indenture applied to the retirement of Project Debt. Owner may retain such portion of moneys in the Extraordinary Expense Fund or similar fund under the Indenture it deems reasonable as a reserve against future expected costs and expenses of the type described in subparagraph (iii). Owner's determination of this amount shall be final and incontestable.

Section 5. Mandatory Conveyance. Upon the retirement of all Project Debt, the Owner shall use its best efforts to effect a Conveyance within ninety (90) days thereafter, subject to Section 4(c) hereof. Owner shall give notice to Host of its intent to convey the Property, and Host (or its designee) shall have the first right to acquire the Property by delivery of an Exercise Notice to Owner within thirty (30) days after receipt of Owner's notice. Nothing herein shall require or prevent Owner selling the Property subject to the restrictions set forth in the Regulatory Agreement.

Section 6. Surplus Cash; Surplus Conveyance Proceeds. Upon a Conveyance of the Property, Owner shall apply the proceeds of such Conveyance (i) to redeem the Bonds then Outstanding, (ii) to prepay, redeem in whole or fully defease any other Project Debt, and (iii) to pay any fees or other amounts listed in Section 4(c)(ii) – (iv). Any proceeds remaining following the foregoing payments (such remaining amounts hereinafter referred to as "Surplus Conveyance Proceeds") shall be transferred to Host, and Host shall equitably share (within Host's reasonable discretion) such Surplus Conveyance Proceeds with the other taxing agencies in the County so as to reimburse such taxing agencies for any foregone property tax revenue.

Section 7. Terms of Conveyance.

(a) The Conveyance shall be in the nature of a grant deed to Purchaser in which Owner shall deliver one or more deeds, bills of sale, or other instruments of transfer without recourse or warranty of any kind or nature.

(b) The Property will be conveyed to Purchaser in AS IS CONDITION, WITH ALL FAULTS, and without representations or warranties of any kind or nature as to the condition of the Property, except as may otherwise be set forth in the purchase agreement.

(c) There shall be no partial transfer and that, upon consummation of the Conveyance, Owner shall be fully divested of any and all right, title or interest in and to the Property.

(d) Upon Host's delivery of the Exercise Notice, Owner shall deliver to Purchaser a purchase agreement for the Property, and the parties shall negotiate in good faith towards a mutually satisfactory purchase agreement form and substance satisfactory to Owner and Purchaser and their counsel subject to the terms and conditions of this Agreement. The purchase agreement shall permit Purchaser to conduct physical inspections of the Property and conduct due diligence related to the purchase of the Property, including without limitation its value and physical and environmental condition, and shall provide Purchaser a due diligence approval period of not less than sixty (60) days after the date of the purchase agreement. The purchase agreement shall provide for Owner to deliver to Purchaser copies of all plans, studies, records, reports, governmental notices and approvals, and other written materials related to the use, occupancy or condition of the Property that Owner has in its possession, including without limitation environmental, structural, mechanical, engineering and land surveys. Purchaser shall provide Owner with comments to the form of purchase agreement within fifteen (15) business days of its receipt thereof, and Owner and Purchaser shall use good faith efforts to negotiate, draft and execute a mutually acceptable purchase agreement as soon as practicable thereafter. The purchase agreement shall provide for closing for the conveyance to Purchaser of good and marketable title to the Property at the Sales Price within the time set forth in Section 8(a) hereof.

Section 8. Closing.

(a) The closing of the Conveyance ("Closing") shall take place, in the case of a Conveyance pursuant to Section 4 hereof, not later than the ninetieth (90th) calendar day following the Owner's receipt of the Exercise Notice, or as soon as possible thereafter, and in the case of a mandatory conveyance pursuant to Section 5 hereof, not later than the ninetieth (90th) calendar day following the retirement of all Project Debt, or as soon as possible thereafter.

(b) All general and special real property taxes and assessments, and rents shall be prorated as of the Closing, with Purchaser responsible for all such items to the extent arising or due at any time following the closing. General real property taxes shall be prorated at the time of Closing based on the net general real property taxes for the year of Closing.

Section 9. Recording. This Agreement, and any amendment thereto, shall be recorded with the recorder's office of the County; *provided*, that upon termination of the term of this Agreement, Host shall cooperate with Owner to remove any such recorded Agreement or amendment thereto from title to the Property upon Owner's reasonable request therefor and, in any event, by no later than thirty (30) days after the expiration of the original term of this Agreement.

Section 10. Subordination. This Agreement shall be subordinate to any claim, pledge or interest in the Property securing the Bonds or any Project Debt.

Section 11. On each anniversary of the Issue Date, commencing on the first anniversary thereof, and on the earlier of (i) the Closing of the Conveyance or (ii) the expiration of the Sale Right Term (which earlier date shall be the final Annual Host Charge due hereunder), Owner shall pay to Host the Annual Host Charge. The final Annual Host Charge shall be prorated for the actual number of days elapsed since the most recent Annual Host Charge. For purposes of this Section, the term "Issue Date" shall mean the date of issuance of the Bonds, currently expected to occur on _____, 20__; and the term "Annual Host Charge" shall mean an annual charge payable in arrears in the amount of \$[70,000], inflated annually for each Annual Host Charge payable after the first anniversary by 2% of the most recent Annual Host Charge. Host represents, acknowledges and agrees that neither Owner, nor Project Administrator nor their representatives have made any representation or warranty about the validity or enforceability of the Annual Host Charge; that Host has sought and relied exclusively upon its own independent legal advice concerning the same; that this Section 11 is severable from this Agreement pursuant to Section 14(h) if found to be invalid; and that Host shall not withdraw as a member of Owner if such withdrawal would have an adverse impact on the exemption of the Property from property taxation or on the validity of, or tax exemption of interest on, the Bonds.

Section 12. Assignment. Neither party to this Agreement shall assign its interests, obligations, rights and/or responsibilities under this Agreement without the prior written consent of the other party, except as provided herein.

Section 13. Limitation on Liability.

(a) The Owner and Host shall not be directly, indirectly, contingently or otherwise liable for any costs, expenses, losses, damages, claims or actions, of any conceivable kind on any conceivable theory, under or by reason of or in connection with this Agreement or any sale or Conveyance or failure or price thereof or application of proceeds thereof, except only as to moneys available therefor under and in accordance with the Indenture or this Agreement.

(b) No Owner Indemnified Person or Host Indemnified Person shall be individually or personally liable for the payment of any sum hereunder or be subject to any personal liability or accountability by reason of the execution and delivery of this Agreement, or by any proceedings for the sale or Conveyance or failure or price thereof, or Host's exercise or waiver of same, or otherwise except in the case of such Owner Indemnified Person's own willful misconduct.

(c) The Bonds will not be a debt, liability or obligation of Host but rather, solely indebtedness of the Owner, limited to the Trust Estate pledged and available therefor under the Indenture. Under no circumstances shall Host be obligated to (i) provide any financing to acquire or construct the Project or any refinancing of the Project; (ii) approve any application or request for or take any other action in connection with any planning approval, permit or other action necessary for the acquisition, construction, rehabilitation or operation of the Project; or (iii) make any contribution or advance any funds whatsoever to the Owner.

Section 14. Notices, Governing Law, Binding Effect and Other Miscellaneous Provisions.

(a) Notices. All notices provided for in this Agreement shall be in writing and shall be given to Owner or Host at the address set forth below or at such other address as they individually may specify thereafter by written notice in accordance herewith:

If to Owner or:
Designated Agent CMFA Special Finance Agency
 2111 Palomar Airport Road, Suite 320
 Carlsbad, California 92011
 Attention: Financial Advisor

With a copy to: BLDG Partners LLC
 139 S. Beverly Drive, Suite 309
 Beverly Hills, California 90212
 Attention: Matthew Ellis; Guy Penini
 Email: mellis@bldgpartners.com
 gpenini@bldgpartners.com

If to Host: City of Paramount
 16400 Colorado Blvd
 City of Paramount
 Attention: City Manager

Such notices shall be deemed effective upon actual delivery or upon the date that any such delivery was attempted and acceptance thereof was refused, or if mailed, certified return receipt requested, postage prepaid, properly addressed, three (3) days after posting.

(b) Consents and Approvals. All consents and approvals and waivers required or asserted hereunder shall be in writing, signed by the party from whom such consent, approval, waiver or notice is requested.

(c) Non-Liability of Host or Owner Officers and Employees. No officer, elected officials, agents, consultants, attorneys and employees of the Host shall be personally liable to the Owner, or any successor in interest, in the event of any default or breach by Host of any obligation of the terms of this Agreement. No officer or employee of the Owner shall be personally liable to Host, or any successor in interest, in the event of any default or breach by Owner of any obligation of the terms of this Agreement.

(d) Pronouns. Where appropriate to the context, words of one gender include all genders, and the singular includes the plural and vice versa.

(e) Amendments. This Agreement may not be modified except in a written instrument signed by Host and Owner.

(f) Complete Agreement; Benefits. This Agreement together with all schedules and exhibits attached hereto and made part thereof supersedes all previous agreements, understandings and representations made by or between the parties hereto. This Agreement shall inure solely and exclusively to the benefit of the Owner and Host, and no other party shall have any right, remedy or claim under or by reason of this Agreement.

(g) Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of California, without regard to conflicts of law principles. All claims of whatever character arising out of this Agreement, or under any statute or common law relating in any way, directly or indirectly, to the subject matter hereof or to the dealings between Owner and any other party hereto, if and to the extent that such claim potentially could or actually does involve Owner, shall be filed and maintained in the Superior Court of California, County of Los Angeles, California. By executing and delivering this Agreement, each party hereto irrevocably: (i) accepts generally and unconditionally the exclusive jurisdiction and venue of such court; (ii) waives any defense of forum non-conveniens; and (iii) agrees not to seek removal of such proceedings to any court or forum other than as specified above. The foregoing shall not be deemed or construed to constitute a waiver by Owner of any prior notice or procedural requirements applicable to actions or claims against or involving governmental units and/or political subdivisions of the State of California that may exist at the time of and in connection with such matter.

(h) Legal Construction. In case any one or more of the provisions contained in this Agreement shall for any reason be held by a court of competent jurisdiction to be invalid, illegal or unenforceable in any respect, such invalid provision shall be deemed severable, and shall not affect the validity or enforceability of any other provisions of this Agreement, all of which shall remain fully enforceable.

(i) Term. This Agreement shall terminate upon the Conveyance.

(j) Captions. The captions used in this Agreement are solely for convenience and shall not be deemed to constitute a part of the substance of the Agreement for purpose of its construction.

(k) Counterparts. This Agreement may be executed in any number of counterparts and each of such counterparts shall for all purposes be deemed to be an original; and all such counterparts shall together constitute but one and the same Agreement.

(l) Regulatory Agreement. Owner shall not amend the Regulatory Agreement to increase the maximum income levels or maximum rents of the Affordable Units, or to revise the percentages of units to be rented as Low Income Units, Median Income Units and Moderate Income Units, without the prior written approval of Host, which approval shall not unreasonably be withheld.

(m) Joint Powers Agreement. So long as the Bonds (or any other Project Debt for the Property) remains outstanding, Host shall not withdraw as a member of Owner without first obtaining an opinion of counsel or counsels, nationally-recognized in the subject matter of the opinion, addressed to the bond trustee and the Owner, to the effect that such withdrawal, in and of itself, will not have a material adverse effect on (i) any tax-exempt status of interest on the Bonds or other Project Debt, (ii) any exemption from property tax for the Property, or (iii) the validity of the Bonds under state law.

[SIGNATURE PAGE TO FOLLOW]

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date set forth above.

CMFA SPECIAL FINANCE AGENCY

By: _____
Edward J. Becker
Executive Director

CITY OF PARAMOUNT

By: _____

Mayor

Approved as to Form:

By: _____
City Attorney

A Notary Public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California)
County of _____)

On _____, before me, _____,
(insert name and title of the officer)

Notary Public, personally appeared _____,
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s)
is/are subscribed to the within instrument and acknowledged to me that he/she/they executed
the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the
instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the
instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the
foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature _____

(Seal)

EXHIBIT A

LEGAL DESCRIPTION OF REAL PROPERTY

The Land referred to herein is situated in the State of California, County of Los Angeles, City of Paramount, and described as follows:

[TO COME]

**RECORDING REQUESTED
AND WHEN RECORDED MAIL TO:**

Jones Hall, A Professional Law Corporation
475 Sansome Street, Suite 1700
San Francisco, California 94111
Attention: Josh D. Anzel, Esq.

THIS SPACE IS FOR RECORDERS USE ONLY

**REGULATORY AGREEMENT AND
DECLARATION OF RESTRICTIVE COVENANTS**

(Title of Document)

Per Government Code 27388.1 (a)(1) "A fee of \$75 dollars shall be paid at the time of recording of every real estate instrument, paper, or notice required or permitted by law to be recorded, except those expressly exempted from payment of recording fees, per each single transaction per parcel or real property. The fee shall not exceed two hundred twenty-five dollars (\$225)"

Reason for Exemption:

- ☐ Exempt from fee per GC 27388.1 (a) (2); recorded concurrently "in connection with" a transfer subject to the imposition of documentary transfer tax (DTT).
- ☐ Exempt from fee per GC 27388.1 (a) (2); recorded concurrently "in connection with" a transfer of real property that is a residential dwelling to an owner-occupier.
- ☐ Exempt from fee per GC 27388.1 (a) (1); fee cap of \$225.00 reached.
- ☐ Exempt from the fee per GC 27388.1 (a) (1); not related to real property.

Failure to include an exemption reason will result in the imposition of the \$75.00 Building Homes and Job Act Fee.

RECORDING REQUESTED BY AND
WHEN RECORDED RETURN TO:
Jones Hall, A Professional Law Corporation
475 Sansome Street, Suite 1700
San Francisco, California 94111
Attention: Josh D. Anzel, Esq.

**REGULATORY AGREEMENT AND
DECLARATION OF RESTRICTIVE COVENANTS**

By and Between

CMFA SPECIAL FINANCE AGENCY

and

**WILMINGTON TRUST, NATIONAL ASSOCIATION,
as Trustee**

Dated as of _____ 1, 20__

Relating to

**CMFA Special Finance Agency
Essential Housing Revenue Bonds, Series 20__A-1
(The Enclave Apartments)**

**CMFA Special Finance Agency
Essential Housing Revenue Bonds, Series 20__A-2
(The Enclave Apartments)**

and

**CMFA Special Finance Agency
Subordinate Essential Housing Revenue Bonds, Series 20__B
(The Enclave Apartments)**

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REGULATORY AGREEMENT AND DECLARATION OF RESTRICTIVE COVENANTS

THIS REGULATORY AGREEMENT AND DECLARATION OF RESTRICTIVE COVENANTS (as supplemented and amended from time to time, this "Regulatory Agreement") is made and entered into as of _____ 1, 20__, by and between the CMFA SPECIAL FINANCE AGENCY, a joint exercise of powers authority duly organized and existing under the laws of the State of California, as issuer of the Bonds (as further defined herein) and as owner of the Project identified herein (together with any successor to its rights, duties and obligations hereunder, the "Owner"), and WILMINGTON TRUST, NATIONAL ASSOCIATION, a national banking association, as trustee (together with its successors in trust and assigns, the "Trustee").

W I T N E S S E T H:

WHEREAS, pursuant to Chapter 5 of Division 7 of Title 1 of the California Government Code (the "Act"), the Owner proposes to issue its Essential Housing Revenue Bonds, Series 20__A-1 (The Enclave Apartments) (the "Series 20 A-1 Bonds"), Essential Housing Revenue Bonds, Series 20__A-2 (The Enclave Apartments) (together with the Series 20__A-1 Bonds, the "Series A Bonds"), and Subordinate Essential Housing Revenue Bonds, Series 20__B (The Enclave Apartments) (together with the Series A Bonds, the "Bonds") pursuant to a Trust Indenture, dated as of _____ 1, 20__ (as supplemented and amended from time to time, the "Indenture"), between the Owner and the Trustee;

WHEREAS, a portion of the proceeds of the Bonds will be used to provide, in part, financing for the acquisition of the multifamily rental housing project known as The Enclave Apartments, located on the real property site described in Exhibit A hereto (as further described herein, the "Project");

WHEREAS, to satisfy the public purposes for which the Bonds are authorized to be issued under the Act, and in furtherance of certain specific public purposes of the Owner, previously approved by the Owner's Resolution No. 21-_____, which include supporting, preserving and providing low income, median income and moderate income multifamily rental housing in areas in which demand for such housing is not currently being adequately met, certain limits on the occupancy of units in the Project need to be established and certain other requirements need to be met;

NOW, THEREFORE, in consideration of the issuance of the Bonds by the Owner and the mutual covenants and undertakings set forth herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Owner and the Trustee hereby agree as follows:

Section 1. Definitions and Interpretation. Unless the context otherwise requires, the capitalized terms used herein shall have the respective meanings assigned to them in the recitals hereto, in this Section 1, or in the Master Glossary of Terms, dated as of _____ 1, 20__.

"Administrator" means any administrator or program monitor appointed by the Owner to administer this Regulatory Agreement, and any successor administrator appointed by the Owner.

"Area" means the Metropolitan Statistical Area or County, as applicable, in which the Project is located, as defined by HUD.

"Bonds" has the meaning given to it in the recitals hereto.

"Certificate of Continuing Program Compliance" means the Certificate to be filed by the Owner with the Administrator, pursuant to Section 4(e) hereof, which shall be substantially in the form attached as Exhibit C hereto or in such other comparable form as may be provided by the Owner.

"City" means the City of Paramount, California.

"Closing Date" means _____, 20____, the date the Bonds are issued and delivered to the initial purchaser thereof.

"Compliance Period" means the period beginning on the Closing Date and ending on the first date on which there are no Bonds Outstanding.

"County" means the County of Los Angeles, California.

"Deed of Trust" means the Deed of Trust, Assignment of Leases and Rents, Security Agreement, and Fixture Filing dated as of the Closing Date, by the Owner granting a lien on its fee simple interest in the Property, subject to Permitted Encumbrances, to the Trustee for the benefit of the holders from time to time of the Bonds, as the same may be modified, amended or supplemented from time to time, or any deed of trust (or similar security instrument) containing a power of sale clause reflecting a valid, perfected first priority lien on the fee interest in the Project delivered by the Owner to secure the Owner's obligations to a third-party lender.

"Gross Income" means the gross income of a person (together with the gross income of all persons who reside with such person in one residential unit) as calculated in the manner prescribed by Section 8 of the Housing Act.

"Housing Act" means the United States Housing Act of 1937, as amended, or its successor.

"HUD" means the United States Department of Housing and Urban Development.

"Income Certification" means a Tenant Income Certification and a Tenant Income Certification Questionnaire in the form attached as Exhibit B hereto or in such other comparable form as may be provided by the Owner.

"Low Income Tenant" means a tenant occupying a Low Income Unit.

"Low Income Unit" means any available unit if the aggregate Gross Income of all tenants therein does not exceed eighty percent (80%) of median gross income for the Area, with adjustments for family size. The determination of an available unit's status as a Low Income Unit shall be made by the Owner upon commencement of each lease term with respect to such unit, and annually thereafter, on the basis of an Income Certification executed by each tenant.

"Management Agreement" means that certain Property Management Agreement, dated as of the date hereof, by and among the Owner and the Manager.

"Manager" means _____, and any other Person who is an assignee of the initial Management Agreement.

“Median Income Tenant” means a tenant occupying a Median Income Unit.

“Median Income Unit” means any available unit if the aggregate Gross Income of all tenants therein does not exceed one hundred percent (100%) of median gross income for the Area, with adjustments for family size. The determination of an available unit’s status as a Median Income Unit shall be made by the Owner upon commencement of each lease term with respect to such unit, and annually thereafter, on the basis of an Income Certification executed by each tenant.

“Moderate Income Tenant” means (i) a tenant occupying a Moderate Income Unit or (ii) an Over Income Tenant if such tenant occupied an available unit on the effective date of this Regulatory Agreement.

“Moderate Income Unit” means any available unit if the aggregate Gross Income of all tenants therein does not exceed one hundred and twenty percent (120%) of median gross income for the Area, with adjustments for family size. The determination of an available unit’s status as a Moderate Income Unit shall be made by the Owner upon commencement of each lease term with respect to such unit, and annually thereafter, on the basis of an Income Certification executed by each tenant.

“Over Income Tenant” means a tenant occupying an Over Income Unit.

“Over Income Unit” means any occupied unit in which the aggregate gross income of all tenants therein exceeds one hundred twenty percent (120%) of median gross income for the Area, with adjustments for family size.

“Project” means the 306-unit multifamily rental housing development to be located in the City on the real property site described in Exhibit A hereto, consisting of those facilities, including real property, structures, buildings, fixtures or equipment situated thereon, as it may at any time exist, the acquisition of which facilities is to be financed, in whole or in part, from the proceeds of the sale of the Bonds, and any real property, structures, buildings, fixtures or equipment acquired in substitution for, as a renewal or replacement of, or a modification or improvement to, all or any part of the facilities described in the Deed of Trust.

“Regulations” means the Income Tax Regulations of the Department of the Treasury applicable under the Code from time to time.

“Regulatory Agreement” means this Regulatory Agreement and Declaration of Restrictive Covenants, as it may be supplemented and amended from time to time.

“Rental Payments” means the rental payments paid by the occupant of a unit, excluding any supplemental rental assistance to the occupant from the State, the federal government, or any other public agency.

“Tax-Exempt” means with respect to interest on any obligations of a state or local government, including the Bonds, that such interest is excluded from gross income for State of California personal income and federal income tax purposes; provided, however, that such interest may be includable as an item of tax preference or otherwise includable directly or indirectly for purposes of calculating other tax liabilities, including any alternative minimum tax or environmental tax, under the Code.

“TCAC” means the California Tax Credit Allocation Committee.

“Transfer” means the conveyance, assignment, sale or other disposition of all or any portion of the Project; and shall also include, without limitation to the foregoing, the following: (1) an installment sales agreement wherein Owner agrees to sell the Project or any part thereof for a price to be paid in installments; and (2) an agreement by the Owner leasing all or a substantial part of the Project to one or more persons or entities pursuant to a single or related transactions.

Unless the context clearly requires otherwise, as used in this Regulatory Agreement, words of any gender shall be construed to include each other gender when appropriate and words of the singular number shall be construed to include the plural number, and vice versa, when appropriate. This Regulatory Agreement and all the terms and provisions hereof shall be construed to effectuate the purposes set forth herein and to sustain the validity hereof.

The titles and headings of the sections of this Regulatory Agreement have been inserted for convenience of reference only and are not to be considered a part hereof and shall not in any way modify or restrict any of the terms or provisions hereof or be considered or given any effect in construing this Regulatory Agreement or any provisions hereof or in ascertaining intent, if any question of intent shall arise.

The parties to this Regulatory Agreement acknowledge that each party and their respective counsel have participated in the drafting and revision of this Regulatory Agreement. Accordingly, the parties agree that any rule of construction to the effect that ambiguities are to be resolved against the drafting party shall not apply in the interpretation of this Regulatory Agreement or any supplement or exhibit hereto.

Section 2. Representations, Covenants and Warranties of the Owner.

(a) The Owner hereby incorporates herein, as if set forth in full herein, each of the representations, covenants and warranties of the Owner contained in the Tax Certificate and the Indenture relating to the Project.

(b) The Owner hereby represents and warrants that the Project is located entirely within the City.

(c) The Owner acknowledges, represents and warrants that it understands the nature and structure of the transactions contemplated by this Regulatory Agreement; that it is familiar with the provisions of all of the documents and instruments relating to the Bonds to which it is a party or of which it is a beneficiary; that it understands the financial and legal risks inherent in such transactions.

Section 3. Residential Rental Project. For the term of this Regulatory Agreement, the Owner hereby represents, covenants, warrants and agrees as follows:

(a) The Project will be owned and operated for the purpose of providing multifamily residential rental property. The Owner will own, and cause the Project to be managed and operated, as a project to provide multifamily residential rental property comprised of a building or structure or several interrelated buildings or structures, together with any functionally related and subordinate facilities, in accordance with such requirements as may be imposed thereby on the Project from time to time. The Owner shall cause the Project to be maintained in a good, habitable and safe (so as to not threaten the health or safety of the Project’s tenants or their invited guests) condition and repair (reasonable wear and tear excepted) and shall create and fund a Capital Expense Fund and shall cause Capital Repairs to be made on an annual basis during the Compliance Period. Capital Repairs

shall include, without limitation, the following: carpet and drape replacement; appliance replacement; exterior painting, including exterior trim; hot water heater replacement; plumbing fixtures replacement, including tubs and showers, toilets, lavatories, sinks, faucets; air conditioning and heating replacement; asphalt repair and replacement, and seal coating; roofing repair and replacement; landscape tree replacement; irrigation pipe and controls replacement; sewer line replacement; water line replacement; gas line pipe replacement; lighting fixture replacement; elevator replacement and upgrade work; miscellaneous motors and blowers; common area furniture replacement; and common area and exterior repainting.

(b) Except as otherwise approved by the Owner, all of the dwelling units in the Project (except for the units set aside for resident managers or other administrative uses) will be similarly constructed units, and each dwelling unit in the Project will contain complete separate and distinct facilities for living, sleeping, eating, cooking and sanitation for a single person or a family, including a sleeping area, bathing and sanitation facilities and cooking facilities equipped with a cooking range, refrigerator and sink.

(c) None of the dwelling units in the Project will ever be used as a hotel, motel, dormitory, fraternity house, sorority house, rooming house, nursing home, hospital, sanitarium, rest home or trailer court or park; provided that the use of certain units for tenant guests on an intermittent basis shall not be considered transient use for purposes of this Regulatory Agreement. Owner shall not rent dwelling units for a term of 30 days or less, and shall use commercially reasonable efforts to inform residents that short-term rentals of 30 days or less are prohibited.

(d) No part of the Project will at any time during the Compliance Period be owned by a cooperative housing corporation, nor shall the Owner take any steps in connection with a conversion to such ownership or use, and the Owner will not take any steps in connection with a conversion of the Project to condominium ownership during the Compliance Period.

(e) All of the available units in the Project will be available for rental during the period beginning on the date hereof and ending on the termination of the Compliance Period on a continuous basis.

Section 4. Tenants; Income Requirements. The Owner shall comply, or shall cause the Manager to comply, with the following requirements:

(a) During the Compliance Period, except for units occupied by residential managers, for which no income or rent restrictions shall apply, the Owner shall use its best efforts to ensure that the following income restrictions are met at all times:

(i) no less than one-third of the completed residential units in the Project shall be Low Income Units;

(ii) no less than one-third of the completed residential units in the Project shall be Median Income Units; and

(iii) the balance of the completed residential units in the Project shall be Moderate Income Units;

provided, that any unit remaining vacant for at least 30 consecutive days may be offered and leased as a Low Income Unit, Median Income Unit or Moderate Income Unit without regard for the requirements set forth in sub-paragraphs (i), (ii) and (iii) above. For the avoidance of doubt, any

vacant unit shall only be offered as a Low Income Unit, Median Income Unit or Moderate Income Unit.

(b) No tenant shall be denied continued occupancy of a unit in the Project because, after admission, the aggregate Gross Income of all tenants in the unit occupied by such tenant increases to exceed the qualifying limit for the respective Low Income Unit, Median Income Unit or Moderate Income Unit initially occupied by such tenant. However, if after a tenant's initial occupancy of a Low Income Unit, Median Income Unit or Moderate Income Unit, as applicable, the aggregate Gross Income of tenants in such unit, as of the most recent determination thereof, exceeds that which is defined for such unit occupied by the same number of tenants, the next available unit of comparable or smaller size shall, subject to the discretion of the Owner and Manager as described in the next succeeding paragraph, be rented (or held vacant and available for immediate occupancy by) in a manner that would maintain the unit mix required by Section 4(a) hereof. For the avoidance of doubt, this Section 4(b) shall apply to existing tenants occupying the Project on the Closing Date.

Notwithstanding any provision of this Regulatory Agreement to the contrary, the Owner shall verify, or cause the Manager to verify, all tenant incomes at least annually and shall continually re-balance the mix of household incomes by leasing vacant units to Low Income Tenants, Median Income Tenants or Moderate Income Tenants as needed to meet the income set-aside requirements set forth in this Section 4(a).

(c) For the Compliance Period, the Owner shall cause the Manager to obtain, complete and maintain on file Income Certifications for each tenant, including (i) an Income Certification dated immediately prior to the initial occupancy of such tenant in the unit and a second Income Certification dated one year after the tenant's initial move-in date, and (ii) thereafter, an annual verifiable self-certification with respect to each tenant. The Owner shall, or shall cause the Manager to, provide such additional information as may be required in the future by applicable rules, rulings, policies, procedures, Regulations or other official statements now or hereafter promulgated, proposed or made by the Department of the Treasury or the Internal Revenue Service with respect to Tax-Exempt obligations. Upon request of the Administrator or the Trustee, copies of Income Certifications for tenants commencing or continuing occupation of a residential unit shall be submitted to the Administrator or the Trustee, as requested.

(d) The Owner shall cause the Manager to verify that the income information provided by an applicant in an Income Certification is accurate by taking one or more of the following steps as a part of the verification process: (1) obtain pay stubs for the three most recent pay periods, (2) obtain an income tax return for the most recent tax year, (3) obtain a credit report or conduct a similar type credit search, (4) obtain an income verification from the applicant's current employer, (5) obtain an income verification from the Social Security Administration and/or the California Department of Social Services if the applicant receives assistance from either of such agencies, or (6) if the applicant is unemployed and does not have an income tax return, obtain another form of independent verification reasonably acceptable to the Owner.

(e) The Owner shall prepare and submit or cause the Manager to prepare and submit to the Administrator not less than annually, commencing not less than one year after the Closing Date, a Certificate of Continuing Program Compliance executed by the Owner in substantially the form attached hereto as Exhibit C.

(f) For the Compliance Period, all tenant leases or rental agreements shall be subordinate to this Regulatory Agreement and the Deed of Trust. All leases shall contain clauses, among others, wherein each tenant: (i) certifies the accuracy of the statements made by such tenant

in the Income Certification; (ii) agrees that the family income and other eligibility requirements shall be deemed substantial and material obligations of the tenancy of such tenant, that such tenant will comply promptly with all requests for information with respect thereto from the Owner or the Administrator on behalf of the Owner, and that the failure to provide accurate information in the Income Certification or self-certification or refusal to comply with a request for information with respect thereto shall be deemed a violation of a substantial obligation of the tenancy of such tenant; (iii) acknowledges that the Owner has relied on the statements made by such tenant in the Income Certification and supporting information supplied by the tenant in determining qualification for occupancy of a Low Income Unit, Median Income Unit or Moderate Income Unit, as applicable, and that any material misstatement in such certification (whether or not intentional) will be cause for immediate termination of such lease or rental agreement; and (iv) agrees that the tenant's income is subject to annual certification in accordance with Section 4(c) and that if upon any such certification the aggregate Gross Income of tenants in such unit exceeds the applicable income limit under Section 4(b), the unit occupied by such tenant may cease to qualify as a Low Income Unit, Median Income Unit or Moderate Income Unit, as applicable, and such unit's rent may be subject to increase.

(g) In reviewing and considering applications from prospective tenants, the Owner shall provide a preference to households which include one or more persons who live, work, or have been hired to work in the City, have graduated from a City high school, are employed by a public school district in the City, and/or are employed as a first responder.

Section 5. Affordable Rental Requirements; Limitations on Rent Increases; Rent Reductions. During the Compliance Period, except for units occupied by residential managers, for which no income or rent restrictions shall apply, in addition to the other requirements set forth herein, the Owner hereby agrees that it shall comply, or cause the Manager to comply, with the following:

(a) The Rental Payments for the Low Income Units paid by the tenants thereof shall not exceed 30% of the Low Income limit for the County, adjusted for household size, as published annually by HUD and utilized by TCAC.

(b) The Rental Payments for the Median Income Units paid by the tenants thereof shall not exceed 30% of the Median Income limit for the County, adjusted for household size, as published annually by HUD and utilized by TCAC.

(c) The Rental Payments for the Moderate Income Units paid by the tenants thereof shall not exceed 30% of the Moderate Income limit for the County, adjusted for household size, as published annually by HUD and utilized by TCAC.

(d) The Owner shall accept as tenants, on the same basis as all other prospective tenants, qualified low-income persons who are recipients of federal certificates or vouchers for rent subsidies pursuant to the existing program under Section 8 of the Housing Act.

For purposes of this Section 5, base rents shall be adjusted for household size using the following assumptions:

Unit Size	Assumed Occupancy
studio	1
one-bedroom	2
two-bedroom	3
three-bedroom	4
four-bedroom	5

(e) The following limitations shall apply to annual rent increases for households occupying available units in the Project:

(i) For a household qualifying as a Low Income Unit, a Median Income Unit, or a Moderate Income Unit, as applicable, but for which annual rent payable is lower than the applicable limit set forth in paragraph (a), (b) or (c) above, respectively, rent shall not be increased more than 4% annually and then only up to the applicable limit set forth in such paragraphs above.

(ii) For a household qualifying as a Low Income Unit, a Median Income Unit, or a Moderate Income Unit, as applicable, but for which annual rent payable exceeds the applicable limit set forth in paragraph (a), (b) or (c) above, respectively, rent shall be decreased as soon as practicable to the applicable limit set forth in such paragraphs above.

Except as set forth in Section 13 hereof, the covenants and conditions of this Regulatory Agreement shall be binding upon successors in interest of the Owner.

Section 6. Tax-Exempt Status of Bonds. The Owner hereby represents, warrants and agrees as follows:

(a) The Owner will not knowingly take or permit, or omit to take or cause to be taken, as is appropriate, any action that would adversely affect the Tax-Exempt nature of the interest on the Bonds and, if it should take or permit, or omit to take or cause to be taken, any such action, it will take all lawful actions necessary to rescind or correct such actions or omissions promptly upon obtaining knowledge thereof.

(b) The Owner will file of record such documents and take such other steps as are necessary, in the written opinion of Bond Counsel filed with the Owner, in order to ensure that the requirements and restrictions of this Regulatory Agreement will be binding upon all owners of the Project, including, but not limited to, the execution and recordation of this Regulatory Agreement in the real property records of the County.

Section 7. Requirements of the Owner. In addition to other requirements set forth herein and to the extent not prohibited by the requirements set forth in Sections 4 through 6 hereof, the Owner hereby agrees to comply with each of the requirements set forth in this Section 7, as follows:

(a) All tenant lists, applications and waiting lists relating to the Project shall at all times be kept separate and identifiable from any other business of the Owner and shall be maintained in a reasonable condition for proper audit.

(b) The Owner shall appoint the Administrator to administer this Regulatory Agreement and to monitor performance by the Owner of the terms, provisions and requirements hereof. In the event that the Administrator resigns or is terminated, the Owner shall, following consultation with the City, appoint a successor Administrator, experienced and capable, in the judgment of the Owner, of performing the duties under the Project Administration Agreement. The Owner shall comply with any reasonable request made by the Administrator to deliver to any such Administrator any reports, notices or other documents required to be delivered pursuant hereto, and to make the Project and the books and records with respect thereto available for inspection by the Administrator. The fees and expenses of the Administrator shall be paid by the Owner.

Section 8. Modification of Covenants. The Owner and the Trustee hereby agree as follows:

(a) To the extent any amendments to the Act, the Regulations or the Code shall, in the written opinion of Bond Counsel filed with the Trustee and the Owner, retroactively impose requirements upon the ownership or operation of the Project more restrictive than those imposed by this Regulatory Agreement, and if such requirements are applicable to the Project and compliance therewith is necessary to maintain the validity of, or the Tax-Exempt status of interest on the Bonds, this Regulatory Agreement shall be deemed to be automatically amended to impose such additional or more restrictive requirements.

(b) The Owner and the Trustee shall execute, deliver and, if applicable, file of record any and all documents and instruments necessary to effectuate the intent of this Section 8.

Section 9. Indemnification. The Owner and the Trustee will be indemnified as required by and pursuant to the Project Administration Agreement.

Section 10. Consideration. The Owner has agreed to issue the Bonds and to use the proceeds thereof to, among other things, finance the acquisition of the Project. In furtherance of the significant public benefits of the Project, the Owner has entered into this Regulatory Agreement and has agreed to restrict the uses to which this Project can be put on the terms and conditions set forth herein.

Section 11. Reliance. The Owner and the Trustee hereby recognize and agree that the representations and covenants set forth herein may be relied upon by all persons, including but not limited to the Administrator, interested in the legality and validity of the Bonds, in the exemption from California personal income taxation of interest on the Bonds and in the Tax-Exempt status of the interest on the Bonds. In performing their duties and obligations hereunder, the Owner and the Administrator may rely upon statements and certificates of the tenants, and upon audits of the books and records of the Owner pertaining to the Project. In addition, the Owner may consult with counsel, and the opinion of such counsel shall be full and complete authorization and protection in respect of any action taken or suffered by the Owner hereunder in good faith and in conformity with such opinion.

Section 12. Transfer of the Project. For the Compliance Period, except as permitted by the Indenture or the Public Benefit Agreement, the Owner shall not Transfer the Project, in whole or in part, unless the following conditions are satisfied: (A) the receipt by the Owner and the Trustee of evidence acceptable to the Owner and the Trustee that (1) the Owner shall not be in default hereunder, if in effect (which may be evidenced by a Certificate of Continuing Program Compliance), or the transferee reasonably undertakes to cure any defaults of the Owner; (2) the continued operation of the Project shall comply with the provisions of this Regulatory Agreement; (3) all rights, responsibilities and duties of the transferor under the Project Administration Agreement shall have been assigned to the transferee, or the transferee shall enter into a new project administration agreement in the form of the current Project Administration Agreement; and (4) the person or entity that is to acquire the Project does not have pending against it, and does not have a history of significant and material building code violations or complaints concerning the maintenance, upkeep, operation, and regulatory agreement compliance of any of its projects as identified by any local, state or federal regulatory agencies; (B) the execution by the transferee of any document reasonably requested by the Owner with respect to the assumption of the Owner's obligations under this Regulatory Agreement, including without limitation an instrument of assumption hereof and thereof, and delivery to the Owner of an opinion of such transferee's counsel to the effect that each such document and this Regulatory Agreement are valid, binding and enforceable obligations of such transferee, subject to bankruptcy and other standard limitations affecting creditor's rights; (C) receipt by the Owner of an opinion of Bond Counsel to the effect that any such Transfer will not adversely

affect the Tax-Exempt status of interest on the Bonds; (D) receipt by the Owner of all fees and/or expenses then currently due and payable to the Owner.

It is hereby expressly stipulated and agreed that any Transfer of the Project in violation of this Section 12 shall be null, void and without effect, shall cause a reversion of title to the Owner, and shall be ineffective to relieve the Owner of its obligations under this Regulatory Agreement. Nothing in this Section shall affect any provision of any other document or instrument between the Owner and any other party which requires the Owner to satisfy certain conditions or obtain the prior written consent of such other party in order to Transfer the Project. Upon any Transfer that complies with this Regulatory Agreement, the Owner shall be fully released from its obligations hereunder to the extent such obligations have been fully assumed in writing by the transferee of the Project.

The foregoing notwithstanding, the Project may be transferred pursuant to a foreclosure, exercise of power of sale or deed in lieu of foreclosure or comparable conversion under the Deed of Trust without the consent of the Owner or compliance with the provisions of this Section 12.

For the Compliance Period, the Owner shall not: (1) encumber any of the Project or grant commercial leases of any part thereof, or permit the conveyance, transfer or encumbrance of any part of the Project, except for (A) encumbrances permitted under the Deed of Trust, or (B) a Transfer in accordance with the terms of this Regulatory Agreement, in each case upon receipt by the Owner of an opinion of Bond Counsel to the effect that such action will not adversely affect the Tax-Exempt status of interest on the Bonds (provided that such opinion will not be required with respect to any encumbrance, lease or transfer relating to a commercial operation or ancillary facility that will be available for tenant use and is customary to the operation of multifamily housing developments similar to the Project); (2) demolish any part of the Project or substantially subtract from any real or personal property of the Project, except to the extent that what is demolished or removed is replaced with comparable property or such demolition or removal is otherwise permitted by the Deed of Trust; or (3) permit the use of the dwelling accommodations of the Project for any purpose except rental residences.

Section 13. Term. This Regulatory Agreement and all and several of the terms hereof shall become effective upon its execution and delivery, and shall remain in full force and effect for the period provided herein and shall terminate as to any provision not otherwise provided with a specific termination date and shall terminate in its entirety at the end of the Compliance Period.

The terms of this Regulatory Agreement to the contrary notwithstanding, the requirements of this Regulatory Agreement shall terminate and be of no further force and effect in the event of involuntary noncompliance with the provisions of this Regulatory Agreement caused by fire or other casualty, seizure, requisition, foreclosure or transfer of title by deed in lieu of foreclosure, change in a federal law or an action of a federal agency after the Closing Date, which prevents the Owner from enforcing such provisions, or condemnation or a similar event, but only if, within a reasonable period, either the Bonds are retired or amounts received as a consequence of such event are used to provide a project that meets the requirements hereof; provided, however, that the preceding provisions of this sentence shall cease to apply and the restrictions contained herein shall be reinstated if, at any time subsequent to the termination of such provisions as the result of the foreclosure or the delivery of a deed in lieu of foreclosure or a similar event, the Owner or any related person (within the meaning of Section 1.103-10(e) of the Regulations) obtains an ownership interest in the Project for federal income tax purposes. The Owner hereby agrees that, following any foreclosure, transfer of title by deed in lieu of foreclosure or similar event, neither the Owner nor any such related person as described above will obtain an ownership interest in the Project for federal tax purposes.

Notwithstanding any other provision of this Regulatory Agreement, this Regulatory Agreement may be terminated upon agreement by the Trustee and the Owner, upon receipt by the Owner of an opinion of Bond Counsel to the effect that such termination will not adversely affect the exclusion from gross income of interest on the Bonds for federal income tax purposes. Upon the termination of the terms of this Regulatory Agreement, the parties hereto agree to execute, deliver and record appropriate instruments of release and discharge of the terms hereof; provided, however, that the execution and delivery of such instruments shall not be necessary or a prerequisite to the termination of this Regulatory Agreement in accordance with its terms.

Section 14. Covenants to Run With the Land. Notwithstanding Section 1461 of the California Civil Code, the Owner hereby subjects the Project to the covenants, reservations and restrictions set forth in this Regulatory Agreement. The Trustee and the Owner hereby declare their express intent that the covenants, reservations and restrictions set forth herein shall be deemed covenants running with the land and shall pass to and be binding upon the Owner's successors in title to the Project; provided, however, that on the termination of this Regulatory Agreement said covenants, reservations and restrictions shall expire. Each and every contract, deed or other instrument hereafter executed covering or conveying the Project or any portion thereof shall conclusively be held to have been executed, delivered and accepted subject to such covenants, reservations and restrictions, regardless of whether such covenants, reservations and restrictions are set forth in such contract, deed or other instruments.

Section 15. Burden and Benefit. The Trustee and the Owner hereby declare their understanding and intent that the burdens of the covenants set forth herein touch and concern the land in that the Owner's legal interest in the Project is rendered less valuable thereby. The Trustee and the Owner hereby further declare their understanding and intent that the benefits of such covenants touch and concern the land by enhancing and increasing the enjoyment and use of the Project by tenants, the intended beneficiaries of such covenants, reservations and restrictions, and by furthering the public purposes for which the Bonds were issued.

Section 16. Uniformity; Common Plan. The covenants, reservations and restrictions hereof shall apply uniformly to the entire Project in order to establish and carry out a common plan for the use of the site on which the Project is located.

Section 17. Default; Enforcement. If the Owner defaults in the performance or observance of any covenant, agreement or obligation of the Owner set forth in this Regulatory Agreement, and if such default remains uncured for a period of 60 days after notice thereof shall have been given by the Manager, the Controlling Party or the Trustee to the Owner, or for a period of 60 days from the date the Owner should, with reasonable diligence, have discovered such default, then the Trustee shall declare an "Event of Default" to have occurred hereunder; provided, however, that if the default is of such a nature that it cannot be corrected within 60 days, such default shall not constitute an Event of Default hereunder so long as (i) the Owner institutes corrective action within said 60 days and diligently pursues such action until the default is corrected, and (ii) in the opinion of Bond Counsel, the failure to cure said default within 60 days will not adversely affect the Tax-Exempt status of interest on the Bonds.

Following the declaration of an Event of Default hereunder, the Owner shall have the right, in its sole and absolute discretion, to replace the Manager and terminate the Property Management Agreement in accordance with its terms, and the Trustee, subject to the terms of the Indenture, may take any one or more of the following steps, in addition to all other remedies provided by law or equity:

(a) by mandamus or other suit, action or proceeding at law or in equity, including injunctive relief, require the Owner to perform its obligations and covenants hereunder or enjoin any acts or things that may be unlawful or in violation of the rights of the Trustee hereunder;

(b) have access to and inspect, examine and make copies of all of the books and records of the Owner pertaining to the Project; and

(c) take such other action at law or in equity as may appear necessary or desirable to enforce the obligations, covenants and agreements of the Owner hereunder.

The Owner hereby agrees that specific enforcement of the Owner's agreements contained herein is the only means by which the Trustee may fully obtain the benefits of this Regulatory Agreement made by the Owner herein, and the Owner therefore agrees to the imposition of the remedy of specific performance against it in the case of any Event of Default by the Owner hereunder.

The Trustee and the Owner hereby agree that cure of any Event of Default made or tendered by the Manager shall be deemed to be a cure by the Owner and shall be accepted or rejected on the same basis as if made or tendered by the Owner.

Section 18. [Reserved].

Section 19. Recording and Filing. (a) The Owner shall cause this Regulatory Agreement and all amendments and supplements hereto and thereto, to be recorded and filed in the real property records of the County, and in such other places as the Owner may reasonably deem necessary. The Owner shall pay all fees and charges incurred in connection with any such recording.

(b) The Owner and the Trustee will file of record such other documents and take such other steps as are reasonably necessary, in the opinion of Bond Counsel, in order to ensure that the requirements and restrictions of this Regulatory Agreement will be binding upon all owners of the Project.

(c) The Owner hereby covenants to include or reference the requirements and restrictions contained in this Regulatory Agreement in any documents transferring any interest in the Project to another person to the end that such transferee has notice of, and is bound by, such restrictions, and, except in the case of a foreclosure or comparable involuntary conversion of the Deed of Trust, whereby the Trustee becomes the owner of the Project, to obtain the agreement from any transferee to abide by all requirements and restrictions of this Regulatory Agreement.

Section 20. [Reserved].

Section 21. Governing Law; Venue. This Regulatory Agreement shall be construed in accordance with and governed by the laws of the State of California applicable to contracts made and performed in the State of California. This Regulatory Agreement shall be enforceable in the State of California, and any action arising hereunder shall (unless waived by the Owner in writing) be filed and maintained in the Superior Court of California, County of Los Angeles.

Section 22. Amendments; Waivers. Except as provided in Sections 8(a) hereof, this Regulatory Agreement may be amended only by a written instrument executed by the parties hereto or their successors in title, and duly recorded in the real property records of the County, California, and only upon (i) receipt by the Owner of an opinion from Bond Counsel that such amendment will

not adversely affect the Tax-Exempt status of interest on the Bonds and (ii) the written consent of the Controlling Party, who shall receive a copy of any such amendment.

(a) Anything to the contrary contained herein notwithstanding, the Trustee and the Owner hereby agree to amend this Regulatory Agreement to the extent required, in the opinion of Bond Counsel, in order that interest on the Bonds remains Tax-Exempt. The parties requesting such amendment shall notify the other parties to this Regulatory Agreement of the proposed amendment, with a copy of such proposed amendment to Bond Counsel and a request that Bond Counsel render to the Owner an opinion as to the effect of such proposed amendment upon the Tax-Exempt status of interest on the Bonds. This provision shall not be subject to any provision of any other agreement requiring any party hereto to obtain the consent of any other person in order to amend this Regulatory Agreement.

(b) Any waiver of, or consent to, any condition under this Regulatory Agreement must be expressly made in writing.

Section 23. Notices. Any notice required to be given hereunder shall be made in writing and shall be given by personal delivery, overnight delivery, certified or registered mail, postage prepaid, return receipt requested, or by telecopy, in each case at the respective addresses specified in the Indenture, or at such other addresses as may be specified in writing by the parties hereto. Unless otherwise specified by the Administrator, the address of the Administrator is:

To Owner: CMFA Special Finance Agency
2111 Palomar Airport Road, Suite 320
Carlsbad, California 92011
Attention: Financial Advisor
Email: jstoecker@cmfa-ca.com

With a copy to: BLDG Partners LLC
139 S. Beverly Drive, Suite 309
Beverly Hills, California 90212
Attention: Matthew Ellis; Guy Penini
Email: mellis@bldgpartners.com
gpenini@bldgpartners.com

The Administrator and the Owner may, by notice given hereunder, designate any further or different addresses to which subsequent notices, certificates or other communications shall be sent. Notice shall be deemed given on the date evidenced by the postal or courier receipt or other written evidence of delivery or electronic transmission; provided that any telecopy or other electronic transmission received by any party after 4:00 p.m., local time of the receiving party, as evidenced by the time shown on such transmission, shall be deemed to have been received the following Business Day.

Section 24. Severability. If any provision of this Regulatory Agreement shall be invalid, illegal or unenforceable, the validity, legality and enforceability of the remaining portions hereof shall not in any way be affected or impaired thereby.

Section 25. Multiple Counterparts. This Regulatory Agreement may be simultaneously executed in multiple counterparts, all of which shall constitute one and the same instrument, and each of which shall be deemed to be an original.

Section 26. Limitation on Liability. Notwithstanding the foregoing or any other provision or obligation to the contrary contained in this Regulatory Agreement, the liability of the Owner under this Regulatory Agreement to any person or entity, including, but not limited to, the Trustee or the Controlling Party and their successors and assigns, is limited to moneys available therefor under and in accordance with the Indenture.

Section 27. Annual Reporting Covenant. No later than January 31 of each calendar year (commencing January 31, 20__), the Owner agrees to provide to the California Debt and Investment Advisory Commission, by any method approved by the California Debt and Investment Advisory Commission, the annual report information required by Section 8855(k)(1) of the California Government Code. This covenant shall remain in effect until the later of the date (i) the Bonds are no longer outstanding or (ii) the proceeds of the Bonds have been fully spent.

IN WITNESS WHEREOF, the Owner and the Trustee have executed this Regulatory Agreement by duly authorized representatives, all as of the date first above written.

CMFA SPECIAL FINANCE AGENCY

By: _____
Name: Edward J. Becker
Title: Executive Director

WILMINGTON TRUST, NATIONAL ASSOCIATION,
as Trustee

By: _____
Name:
Title:

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

STATE OF CALIFORNIA)
)
COUNTY OF _____)

On _____ before me, _____, Notary Public,

Personally appeared _____

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature of Notary Public

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

STATE OF CALIFORNIA)
)
COUNTY OF _____)

On _____ before me, _____, Notary Public,

Personally appeared _____

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature of Notary Public

EXHIBIT A
DESCRIPTION OF REAL PROPERTY

[TO COME]

EXHIBIT B

FORM OF INCOME CERTIFICATION

Effective Date:

Move-In Date:

Household Size:

Floorplan:

Unit:

HOUSEHOLD COMPOSITION

<i>Household Member</i>	<i>Name</i>	<i>Relationship</i>	<i>Birthdate</i>
1		Head	
2			
3			
4			
5			
6			
7			

INCOME COMPOSITION (ANNUAL)

<i>Household Member</i>	<i>Employment / Wages</i>	<i>Social Security / Pension</i>	<i>Public Assistance</i>	<i>Other Income</i>
1				
2				
3				
4				
5				
6				
7				
TOTALS	\$	\$	\$	\$
			TOTAL INCOME	\$

EXHIBIT C

FORM OF CERTIFICATE OF CONTINUING PROGRAM COMPLIANCE

Witnesseth that on this day of _____, 20__, the undersigned, on behalf of the CMFA SPECIAL FINANCE AGENCY (the "Owner"), does hereby certify with respect to the multifamily rental housing development (the "Project") that:

1. During the preceding year (i) such Project was substantially and continually in compliance with the Regulatory Agreement and (ii) ____% of the units in the Project were occupied by Low Income Tenants, ____% of the units in the Project were occupied by Median Income Tenants ____% of the units in the Project were occupied by Moderate Income Tenants.

Set forth below are the unit numbers of Low Income Tenants, Median Income Tenants and Moderate Income Tenants who commenced or terminated occupancy during the preceding month.

Commenced Occupancy	Terminated Occupancy
1.	1.
2.	2.
3.	3.
4.	4.
5.	5.
6.	6.
7.	7.
8.	8.
9.	9.
10.	10.
11.	11.
12.	12.
13.	13.
14.	14.
15.	15.
16.	16.
17.	17.
18.	18.
19.	19.
20.	20.

Additional units that have commenced or terminated occupancy may be found in an additional attached sheet

2. The units occupied by Low Income Tenants, Median Income Tenants and Moderate Income Tenants are of similar size and quality to other units and are dispersed throughout the Project. Attached is a separate sheet listing the number of each unit and indicating which units are occupied by Low Income Tenants, Median Income Tenants and Moderate Income Tenants, the size, the number of bedrooms of such units and the number of Low Income Tenants, Median Income Tenants and Moderate Income Tenants who commenced occupancy of units during the preceding month.

The representations set forth herein are true and correct to the best of the undersigned's knowledge and belief.

Date: _____

Owner: _____

NOVEMBER 16, 2021

ORDINANCE NO. 1155

“AMENDING PARAMOUNT MUNICIPAL CODE SECTION 2.16.020
PERSONNEL SYSTEM DEFINITIONS”

MOTION IN ORDER:

READ BY TITLE ONLY, WAIVE FURTHER READING, INTRODUCE
ORDINANCE NO. 1155, AND PLACE IT ON THE DECEMBER 14, 2021
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: Andrew Vialpando, Assistant City Manager
Date: November 16, 2021

**Subject: ORDINANCE NO. 1155
AMENDING PARAMOUNT MUNICIPAL CODE SECTION 2.16.020
PERSONNEL SYSTEM DEFINITIONS**

BACKGROUND

Title 2 of the Paramount Municipal Code (PMC) addresses the City's Administration and Personnel System. In 1987, the City Council adopted Ordinance 722 amending PMC Section 2.16.020 Definitions to establish parameters for the degree of kinship or decedents that relatives of City Councilmembers may be employed by the City. This definition is known as "consanguinity."

Additionally, the City's Policy on nepotism, included in the City's Personnel Manual, addresses business necessity concerns relating to supervision, safety, security, morale and the public's trust in the agency's merit-based employment system. It is the policy of the City not to discriminate in its employment and personnel actions with respect to its employees, prospective employees and applicants on the basis of family relationships.

DISCUSSION

During a routine review of the City's policy, staff discovered that the definition of "consanguinity" in Section 2.16.020 of the PMC conflicts with the City's Personnel Manual for employees regarding nepotism. Staff consulted with the City Attorney's Office, which determined that the PMC definition for consanguinity is overly broad, outdated, and is contrary to State Fair Employment and Housing Act (FEHA) regulations as it pertains to discrimination. As a result, the City Attorney's Office is recommending that this section of the code be amended.

Below are the changes recommended by the City Attorney:

Sec. 2.16.020. Definitions. For the purposes of this chapter, the following words and phrases shall have the meanings respectively ascribed to them by this section:

Consanguinity. No person related to a member of the City Council ~~or their spouse~~ by consanguinity or affinity within the second ~~fourth~~ degree shall be employed, ~~nor~~

~~hold appointive positions on City commissions,~~ by the City. The degrees of consanguinity or affinity shall be determined as follows:

- First Degree: Spouses or registered domestic partners, parents, children or step children, daughter-in-law, son-in-law
- Second Degree: Grandchildren, grandparents, brothers and sisters, half-brother, half-sister, brother-in-law, sister-in-law
- ~~Third Degree: Nephews, nieces, aunts, uncles~~
- ~~Fourth Degree: First cousins, grand nephews, grand nieces~~
- ~~Related: Includes half brothers, half sisters, parent-in-law, brother-in-law, sister-in-law, son-in-law, or daughter-in-law~~

Updating the PMC as described above will align with FEHA regulations and the City's Policy on nepotism, which aims to prevent relatives of members of the City Council or members of any City Board or Commission from being employed in any position in which the employment of such relative has the potential for adversely impacting the safety, security, morale or efficiency of supervision or function of other employees, or in which there may be created an actual or potential conflict of interest or the appearance of a conflict of interest.

Vision, Mission, Values, and Strategic Outcomes

The City's Vision, Mission, and Values set the standard for the organization; establish priorities, uniformity and guidelines; and provide the framework for policy decision making. The Strategic Outcomes were implemented to provide a pathway to achieving the City's Vision. This item aligns with Strategic Outcome No. 6: Effective, Efficient, and Fiscally Responsible – Deliver an efficient and effective City government in a fiscally responsible, transparent, and collaborative manner.

RECOMMENDED ACTION

It is recommended that the City Council read by title only, waive further reading, introduce Ordinance No. 1155, and place it on the December 14, 2021 agenda for adoption.

Attachment: Ordinance No. 1155

CITY OF PARAMOUNT
LOS ANGELES COUNTY, CALIFORNIA

ORDINANCE NO. 1155

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF PARAMOUNT,
CALIFORNIA AMENDING TITLE 2, CHAPTER 2.16 OF THE PARAMOUNT
MUNICIPAL CODE REGARDING DEFINITIONS OF THE CITY
PERSONNEL SYSTEM.

WHEREAS, Title 2 of the Paramount Municipal Code (PMC) addresses the City's Administration and Personnel System. In 1987, the City Council adopted Ordinance 722 amending PMC Section 2.16.020 Definitions to establish parameters for the degree of kinship or decedents that relatives of City Councilmembers may be employed by the City; and

WHEREAS, It is the policy of the City not to discriminate in its employment and personnel actions with respect to its employees, prospective employees and applicants on the basis of family relationships; and

WHEREAS, It has been determined that the current PMC definition for consanguinity is overly broad, outdated, and does not reflect current State Fair Employment and Housing Act (FEHA) regulations as it pertains to discrimination; and

WHEREAS, In accordance with the FEHA, the City aims to prevent relatives of members of the City Council or members of any City Board or Commission from being employed in any position in which the employment of such relative has the potential for adversely impacting the safety, security, morale or efficiency of supervision or function of other employees, or in which there may be created an actual or potential conflict of interest or the appearance of a conflict of interest.

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. Section 2.16.020 (Definitions) of the Paramount Municipal Code is hereby amended to replace the definition of "consanguinity" in its entirety with the following definition:

Consanguinity. No person related to a member of the City Council by consanguinity within the second degree shall be employed by the City. The degrees of consanguinity shall be determined as follows:

First Degree: Spouses or registered domestic partners, parent; children or step-children, daughter-in-law, son-in-law.

Second Degree: Grandchildren, grandparents, brothers and sisters, half-brother, half-sister, brother-in-law, sister-in-law.

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 14th day of December, 2021.

Brenda Olmos, Mayor

ATTEST:

Heidi Luce, City Clerk

NOVEMBER 16, 2021

APPROVAL OF OVERNIGHT PILOT PARKING PROGRAM ON ORIZABA
AVENUE BETWEEN ROSECRANS AVENUE AND HOWE STREET

MOTION IN ORDER:

APPROVE OR DENY THE OVERNIGHT PILOT PARKING PROGRAM ON
ORIZABA AVENUE BETWEEN ROSECRANS AVENUE AND HOWE
STREET.

MOTION:

MOVED BY: _____

SECONDED BY: _____

[] APPROVED

[] DENIED

ROLL CALL VOTE:

AYES: _____

NOES: _____

ABSENT: _____

ABSTAIN: _____



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

Subject: APPROVAL OF OVERNIGHT PILOT PARKING PROGRAM ON ORIZABA AVENUE BETWEEN ROSECRANS AVENUE AND HOWE STREET

BACKGROUND

The Community-Wide Parking Committee was established in 2019. The Committee's focus is to recommend short-term, mid-term, and long-term parking strategies that will address the City's on-street parking issues in a cost-efficient manner. The Committee receives input from residents, city staff, and parking management experts. Each parking strategy will incorporate a quality-of-life, public safety, parking equity, and parking management aspect. Incorporating a parking strategy to extend the parking supply in a specified area will be included whenever possible.

At the most recent Committee meeting in September, staff focused on the neighborhood area east of Paramount Boulevard and north of Rosecrans Avenue. One of the items discussed was the possibility of a pilot parking program to improve parking options on Orizaba Street between Rosecrans Avenue and Howe Street.

DISCUSSION

Staff analyzed the existing parking conditions on Orizaba Avenue from Howe Street to Rosecrans Avenue. The findings are that Orizaba Avenue is currently posted No Stopping or Parking Anytime from Howe Street to Rosecrans Avenue along the easterly curb line. The parking restriction was done to provide additional lane widths for the northbound and southbound traffic. However, it has been determined that during nonpeak hours of traffic, the roadway has sufficient street width to accommodate both the northbound and southbound traffic. It is important to note that Orizaba Avenue provides access to multi-family residential properties with insufficient on-site parking lots. Thus, implementing a pilot program to allow overnight parking on the easterly curb line from 8:00PM to 8:00AM will provide thirty-five (35) additional on-street parking spaces for the neighborhood. To improve traffic flow, red curbs will be added at driveway entrances to assist with sight distance visibility of exiting vehicles and to create vehicle bypass areas. During this pilot program staff will monitor requests for service for parking enforcement and/or concerns from residents.

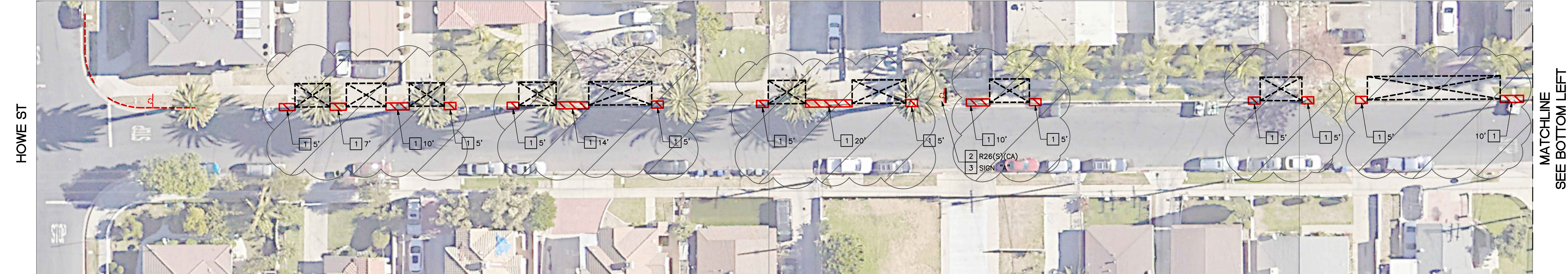
At its September meeting, the Community-Wide Parking Committee recommended City Council approval of the pilot program. If approved, staff would install new signage and curb markings per the attached plan and re-evaluate the location in six months to determine the effectiveness of the program.

VISION, MISSION, VALUES, AND STRATEGIC OUTCOMES

The City's Vision, Mission, and Values set the standard for the organization; establish priorities, uniformity and guidelines; and provide the framework for policy decision making. The Strategic Outcomes were implemented to provide a pathway to achieving the City's Vision. This item aligns with Strategic Outcome No. 1: Safe Community.

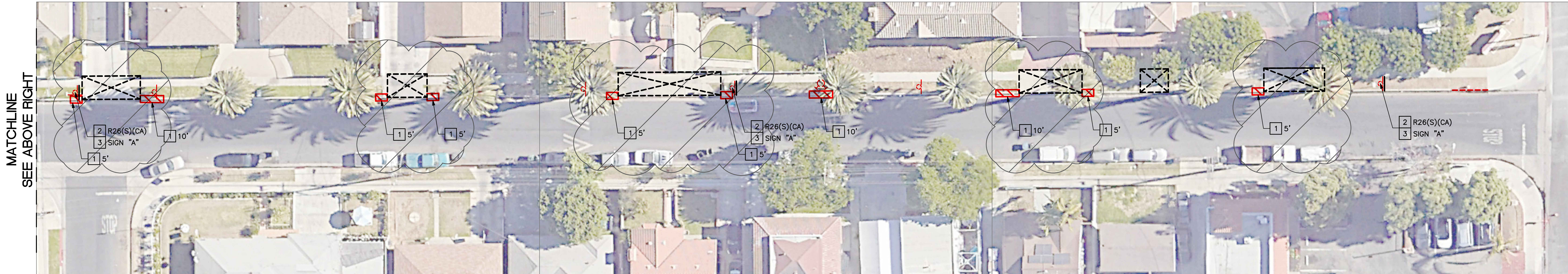
RECOMMENDED ACTION

It is recommended that the City Council approve or deny the overnight pilot parking program on Orizaba Avenue between Rosecrans Avenue and Howe Street.



ORIZABA

AVENUE

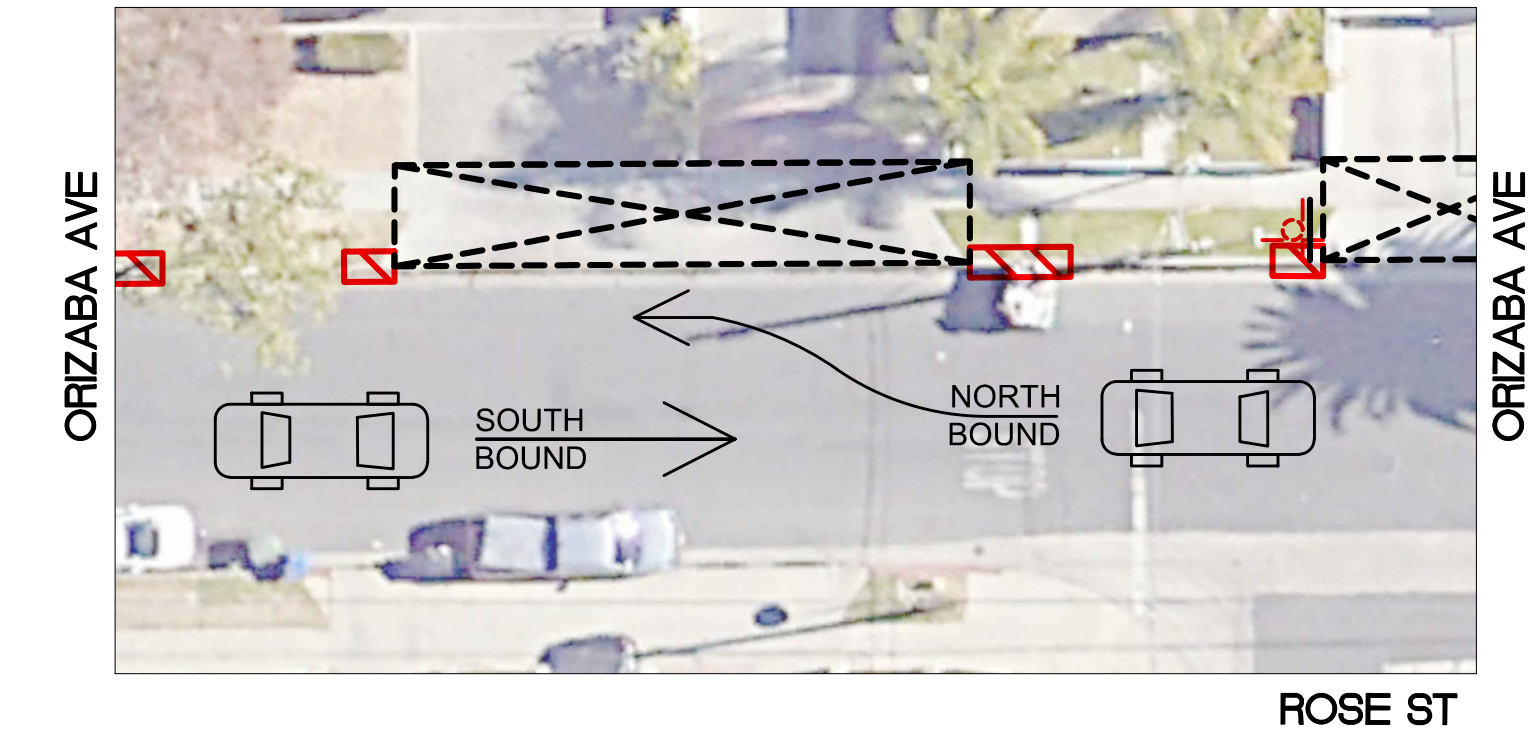


ROSE ST

ORIZABA

AVENUE

ROSECRANS AVE



VEHICLE BYPASS AREA
N.T.S.

EAST SIDE PARKING CONDITIONS

EXISTING ON-ST PARKING	AFTER IMPROVEMENTS ON-ST PARKING
0 SPACES, SEGMENT RESTRICTED	33 SPACES
	35 SPACES IN TOTAL ON SEGMENT



SIGN "A"

SIGNING AND STRIPING GENERAL NOTES:

- TRAFFIC SIGNING, STRIPING AND THE INSTALLATION THEREOF SHALL CONFORM TO THE 2018 OR THE LATEST CALTRANS STANDARD PLANS AND SPECIFICATIONS, THE LATEST CALIFORNIA MANUAL ON UNIFORM TRAFFIC CONTROL DEVICES, THIS PLAN, AND THE SPECIAL PROVISIONS.
- ALL CURB MARKINGS SHALL BE PAINT (2 COATS).

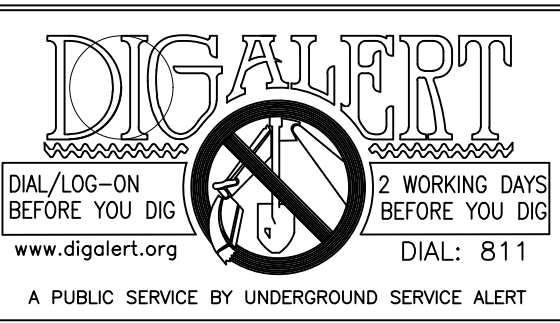
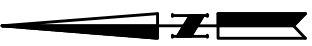
SIGNING AND STRIPING CONSTRUCTION NOTES:

- PAINT RED CURB, LENGTH AS NOTED (2 COATS).
- REMOVE SIGN(S) AS NOTED.
- INSTALL SIGN(S) AS NOTED.

LEGEND:

- PROPOSED RED CURB
- EXISTING RED CURB
- EXISTING DRIVEWAY
- EXISTING FIRE HYDRANT
- EXISTING SIGN(S) & POST
- PROPOSED SIGN(S) &/OR POST
- VEHICLE BYPASS AREA

1" = 20'



PLANS PREPARED BY:
WILLDAN Engineering *extending your reach*
13191 CROSSROADS PARKWAY NORTH
SUITE 405 INDUSTRY, CA 91746-3497
(562) 908-6200
UNDER THE SUPERVISION OF
JEFFREY C. LAU RCE 83887 DATE

BENCH MARK:

NO. _____ ELEV. _____
DATE ADJ. _____ QUAD. _____

SEE PLAN

REVISIONS			
NO.	DESCRIPTION	APP.	DATE

CITY OF PARAMOUNT

ORIZABA AVE
ON STREET PARKING
IMPROVEMENTS

DRAWN BY : MO
DESIGNED BY : MO
CHECKED BY : RC/JL

SHT. 1 OF 1 SHTS

PLAN NO.

NOVEMBER 16, 2021

RESOLUTION NO. 21:035

“A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PARAMOUNT
APPROVING APPLICATIONS FOR SPECIFIED GRANT FUNDS”

MOTION IN ORDER:

READ BY TITLE ONLY AND ADOPT RESOLUTION NO. 21:035.

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 Director
Date: November 16, 2021

Subject: RESOLUTION NO. 21:035 APPROVING APPLICATIONS FOR SPECIFIED GRANT FUNDS

The Fiscal Year 2022 State Budget (excerpt attached) has a Specific Grant allocation of \$1.25 million that the City of Paramount is able to use for “community facilities, park or recreational facilities construction, acquisition, or improvements.” Resolution No. 21:035 authorizes the City Manager to file one or more applications for funding under this grant program until all Specified Grant funds allocated to the City are expended. There is no local match required for this grant.

Submittal of Resolution No. 21:035 to the State Department of Parks and Recreation will allow a contract for the use of these funds to be issued. The specific use of the funds will be detailed to the City Council through our Mid-Year Budget review process.

Attached is Resolution No. 21:035 which authorizes the submittal of applications using Specified Grant funds allocated in the Fiscal Year 2022 State Budget.

Mission, Vision, Value and Strategic Outcomes

The City’s Vision, Mission, and Values set the standard for the organization; establish priorities, uniformity and guidelines; and provide the framework for policy decision making. The Strategic Outcomes were implemented to provide a pathway to achieving the City’s Vision. This item aligns with Strategic Outcome No. 2: Community Health.

RECOMMENDED ACTION

It is recommended that the City Council read by title only and adopt Resolution No. 21:035.

CITY OF PARAMOUNT
LOS ANGELES COUNTY, CALIFORNIA

RESOLUTION NO. 21:035

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PARAMOUNT
APPROVING APPLICATIONS FOR SPECIFIED GRANT FUNDS

WHEREAS, the State Department of Parks and Recreation has been delegated the responsibility by the Legislature of the State of California for the administration of a grant to the City of Paramount, setting up necessary procedures governing application(s); and

WHEREAS, said procedures established by the State Department of Parks and Recreation require the applicant's Governing Body to certify by resolution the approval of project application(s) before submission of said applications to the State; and

WHEREAS, the applicant will enter into a contract with the State of California to complete project(s).

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. Approves the filing of project application(s) for specified grant project(s); and

SECTION 3. Certifies that said applicant has or will have available, prior to commencement of project work utilizing specified grant funds, sufficient funds, including those provided by this grant, to complete the project; and

SECTION 4. Certifies that the applicant has or will provide sufficient funds to operate and maintain the project(s); and

SECTION 5. Certifies that the applicant has reviewed, understands, and agrees to the General Provisions contained in the contract shown in this Procedural Guide; and

SECTION 6. Delegates the authority to the City Manager, or designee, to conduct all negotiations, sign and submit all documents, including, but not limited to applications, agreements, amendments, and payment requests, which may be necessary for the completion of the project scope(s); and

SECTION 7. Agrees to comply with all applicable federal, state and local laws, ordinances, rules, regulations and guidelines.

SECTION 8. This Resolution shall take effect immediately upon its adoption.

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

Brenda Olmos, Mayor

ATTEST:

Heidi Luce, City Clerk

(69) \$3,000,000 to the City of Carson for Carriage Crest Park improvements.

(70) \$3,300,000 to the Conejo Recreation and Park District for deferred maintenance and operational assistance.

(71) \$4,000,000 to the Fulton-El Camino Park District for improvements to Bohemian Park.

(72) \$4,000,000 to Daly City for Margate Park.

(73) \$4,400,000 to the City of Los Angeles for Southeast San Fernando Valley Roller and Skateboard Rink in Sun Valley.

(74) \$4,750,000 to the City of Half Moon Bay for the Carter Park Renovation Project.

(75) \$5,000,000 to the City of Vista for the Old Taylor Street Fire Station replacement.

(76) \$3,100,000 to the City of San Diego for the Southcrest green infrastructure project, which will treat storm water runoff entering the Chollas Creek.

(77) \$4,800,000 to the City and County of San Francisco for the Recreation and Park Department for the Buchanan Mall project between McAllister Street and Fulton Street.

(78) \$7,750,000 to the City of Pacifica for the Esplanade Infrastructure Seawall Project.

(79) \$8,000,000 to the Midpeninsula Regional Open Space District for Cloverdale Ranch.

(80) \$8,000,000 to the County of Orange for the Banning Ranch Project.

(81) \$750,000 to the City of Lake Elsinore for aquatic ecosystem restoration.

(82) \$10,000,000 to the Tulelake Irrigation District for Klamath River Basin habitat and ecosystem protection and water fowl morbidity prevention.

(83) \$800,000 to the City of Bell for community facilities, park, or recreational facilities construction, acquisition, or improvements.

(84) \$800,000 to the City of Cudahy for community facilities, park, or recreational facilities construction, acquisition, or improvements.

(85) \$800,000 to the City of Hawaiian Gardens for community facilities, park, or recreational facilities construction, acquisition, or improvements.

(86) \$2,000,000 to the City of Lakewood for community facilities, park, or recreational facilities construction, acquisition, or improvements.

(87) \$1,500,000 to the City of Lynwood for community facilities, park, or recreational facilities construction, acquisition, or improvements.

(88) \$800,000 to the City of Maywood for community facilities, park, or recreational facilities construction, acquisition, or improvements.

(89) \$200,000 to the County of Kern for the Boron Community Swimming Pool Restoration Project.

(90) \$1,250,000 to the City of Paramount for community facilities, park, or recreational facilities construction, acquisition, or improvements.

(91) \$2,000,000 to the City of South Gate for community facilities, park, or recreational facilities construction, acquisition, or improvements.

NOVEMBER 16, 2021

REPORT

PROPOSED PROFESSIONAL DESIGN SERVICES BY STUDIO ONE
ELEVEN FOR PROGRESS PLAZA EXTERIOR DESIGN (CITY PROJECT
NO. 9264)



To: Honorable City Council

From: John Moreno, City Manager

By: David Johnson, Community Services Director

Date: November 16, 2021

Subject: PROPOSED PROFESSIONAL DESIGN SERVICES BY STUDIO ONE ELEVEN FOR PROGRESS PLAZA EXTERIOR DESIGN (CITY PROJECT NO. 9264)

The interior of Progress Plaza underwent a significant remodeling this fiscal year to enhance the aesthetics and functionality of this important community venue. In keeping with our efforts to improve this facility space, an allocation of \$25,000 was approved by the City Council in the Fiscal Year 2022 Budget for design work to reimagine the exterior spaces of this facility. The design will not address any of the exterior façade features of the building itself but will focus more on enhancing the outdoor spaces to make them more functional for outside event uses and to enhance the landscaping features of the site's outdoor spaces.

Studio One Eleven submitted a proposal in the amount of \$25,000 to provide the design services needed in order to prepare a conceptual design and construction documents for the proposed improvements.

These contract design services are being procured under the Paramount Municipal Code (PMC) Section 3.12.080 which exempts professional/technical services from a required bid process. Additionally, PMC Section 3.12.080 allows the City Manager to enter into and execute contracts for professional services when the cost of such services does not exceed \$40,000. As a result, this report is provided to the City Council for informational purposes. Once the design work is complete, staff will present to the City Council a report highlighting this plan.

Studio One Eleven is an experienced and knowledgeable firm that has done similar work for many agencies, including projects in Los Angeles, Long Beach, and various Orange County cities, as well as our own downtown streetscape renovation and bus shelter renovations citywide.

Mission, Vision, Value and Strategic Outcomes

The City's Vision, Mission, and Values set the standard for the organization; establish priorities, uniformity and guidelines; and provide the framework for policy decision making. The Strategic Outcomes were implemented to provide a pathway to achieving

the City's Vision. This item aligns with Strategic Outcome No. 5: Attractive and Well-Maintained Infrastructure.

RECOMMENDED ACTION

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



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245 east third st. long beach, CA 90802 t 562.628.8000

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July 16, 2021

David Johnson
Community Services Director
City of Paramount
15300 Downey Avenue
Paramount, CA 90723

RE: Proposal for Landscape Architecture Services
Progress Park Community Building – Outdoor Spaces
15500 Downey Ave.
Paramount, CA 90723

Dear David:

Thank you for the opportunity to submit this Landscape Architecture Services proposal. We are pleased to support the City of Paramount in the development of outdoor spaces that support the community center building.

Project Description

The City of Paramount is looking to enhance two (2) community building exterior spaces to create “outdoor rooms” as indicated on Exhibit “B” ‘Scope of Work’: The Exterior space off the Auditorium and the Exterior Space off the Conference Room. The intent for the space off the auditorium is to create a conversation area and possibly a cooking area off the building and adjacent to the existing covered patio area as well as outdoor lighting and new landscaping. It is also envisioned that a matching covered patio over the curved hardscape area on the west side of the auditorium could be provided. The exterior space off the conference room is imagined as an extension of the use of that room with a covered patio, cooking/prep/service space, new landscaping (no lawn) and a conversation area as well as outdoor lighting.

Assumptions

The following assumptions have been made in regards to project scope, workflow and documentation.

1. There are no building improvements associated with the scope of work.
2. No as-built documents or building survey exists and there is no topographic survey available for the scope of work area.
3. Existing shade structure on the south side of auditorium is to remain.
4. Project landscape lighting design to be documented as ‘design intent’ with quantity, location, and product specification only. Electrical Engineering will not be provided.
5. Irrigation design is to be provided by design/build contractor as no existing drawings of the irrigation system are available. Irrigation design will not be provided.



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David Johnson
City of Paramount
Progress Park Community Building Outdoor Spaces
Project Number: TBD
July 16, 2021
page 2 of 6

6. Studio One Eleven will contract directly with Structural Focus (SF) to complete the structural engineering services portion of this proposal.
7. The City will provide civil engineering services as needed for the work. Civil Engineering design or consultant will not be provided.
8. City of Paramount will prepare the invitation to Bid, Bid Schedule and all required contractors bid forms for the project.

Scope of Services

1. Conceptual Design Site

- One (1) site visit to physically review existing conditions, constraints and to document the site conditions to generate a site plan to be used as base file for concept plans and design documentation.
- Establish a landscape project concept with supportive precedent imagery (digital)
- Provide conceptual landscape site plan with landscape/hardscape area configurations, pedestrian circulation/gathering areas and special features for the Auditorium and Conference Room exterior spaces.
- Provide one (1) 3D vignette to describe design intent for each exterior space for a total of (2) two 3D vignettes.
- Attend teleconference meeting with City of Paramount staff to review design. Up to (2) two included.
- Minor revisions to conceptual design based on City feedback for concept refinement and approval.

2. Construction Documents

Based on the City-approved concept drawings prepare construction drawings documenting all landscape architectural work to be permitted for construction in the scope of work area.

- Refine and finalize exterior elements and materials, configurations, heights, and finishes.
- Coordination with project civil and electrical engineers as it relates to integration of outdoor lighting with final landscape and hardscape design.
- Coordination with project structural engineer for materials/aesthetics, reinforcing, footings, member sizes and heights of shade structures, built-in elements, or seatwalls.
- Custom details, product modification information and product coordination as required by design.
- Hardscape and surface drainage design intent. (All fine grading, drainage collection, routing and discharge to be documented by City Civil Engineer).
- Attend project coordination meeting with City via teleconference: up to two (2) included.
- Prepare Construction Document Drawings that indicate technical plans, details, and specifications of elements for permit submittal:



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David Johnson
City of Paramount
 Progress Park Community Building Outdoor Spaces
 Project Number: TBD
 July 16, 2021
 page 3 of 6

- Prepare Construction Document Drawings that indicate technical plans, details, and specifications for Outdoor Spaces:
 - Paving, Materials and Site Furnishing Schedules and Notes.
 - Landscape Site Plan indicating the proposed hardscape design, special features and planting areas with keynotes, dimensions, and schedules references.
 - Landscape Construction Details.
 - Landscape tree, shrub, and groundcover planting plans.
 - Landscape Planting Details and schedule.
 - Hardscape, irrigation, and planting sheet specifications.

3. Permitting / Bidding Assistance

- Provide construction documents and specifications for submittal to City of Paramount for plan check/permitting.
- It is expected that a City representative will be responsible for submittal applications, fees, and paperwork, and is not included in this proposal. The schedule for permitting will ultimately be determined by the Authority Having Jurisdiction (AHJ)
- Revise plans based on plan check comments and coordinate with structural engineer, as required.
- Complete drawings and specifications and clear corrections by the AHJ to obtain approval for permit.

For the purposes of this proposal, bidding of plans is expected to occur upon completion of permitting of construction documents. If the City chooses to bid construction documents prior to their completion, additional comments and/or corrections will need to be incorporated after the bids are received or possibly after construction contracts are signed due to agency comments and in-house quality control reviews. This will very likely create additional coordination for all parties involved, additional services to modify the contract documents, as well as the potential for change orders to the construction contract sum.

- Assist in preparation of City-assembled bid package by providing applicable specifications sections (Microsoft word)
- Note: Value Engineering or any recommendations for changes to design, details or material selections is not included.

Landscape Architect's services shall be limited to those expressly set forth above and Landscape Architect shall have no other obligations or responsibilities for the project except as agreed to in writing or as provided in this Agreement.

All of the Landscape Architect's services in any way related to the project shall be subject to the terms of this agreement.



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David Johnson
City of Paramount
 Progress Park Community Building Outdoor Spaces
 Project Number: TBD
 July 16, 2021
 page 4 of 6

Fee Summary

1.	Conceptual Design	\$7,500.00
2.	Construction Documents	\$15,500.00
3.	Permitting / Bidding	\$2,000.00
	Total Fixed Fee	\$25,000.00

The above landscape architectural fee has been prepared based on the scope of work described herein. It is understood that should the City's program, timeline or the Landscape Architect's services be increased due to significant program or site plan changes, additional fees, and additional time to complete design and documentation shall be required. This proposal will be honored for 60 days from the date listed above.

Exclusions and Additional Services

Exclusions and additional services include but are not limited to the items listed below. Refer to scope for included services.

1. In-person City / Agency submittals (by City representative).
2. Preparation or application and exhibits for variances, exceptions, and/or code modifications.
3. Design or Documentation of work beyond the scope of work area.
4. Selection, location, or design of way-finding signage and environmental graphics.
5. Curation and/or design of public art.
6. Attendance at design review board, City planning commission, City Council meetings/presentations or community outreach meetings.
7. Photometric documentation and conformance with required municipal code for exterior illumination (foot candle) coverage (to be provided by Electrical Engineer) and all other low voltage design and engineering.
8. LEED project analysis, documentation or evaluation.
9. Outdoor furniture procurement.
10. Design, detailing or documentation of outdoor security, misting/cooling or sound systems.
11. ADA accessibility surveys of as-built conditions, documentation or upgrades.
12. MEP engineering - including but not limited to electrical plans for outdoor lighting, power and gas lines servicing outdoor elements.
13. Civil Engineering – including but not limited to rough and fine grading, hardscape grading and drainage, soil retaining, planter drainage, sub-surface drainage and utility documentation.
14. Geotechnical Engineering – including but limited to soils report, engineering recommendations and percolation testing.
15. Agricultural soils analysis testing, amendment recommendations and implementation strategy (to be provided by Landscape Contractor at time of construction)
16. Water feature equipment specification, hydraulic and mechanical/electrical engineering, power requirements, lighting, plumbing, operation and permitting.
17. Shop drawing or construction drawings of fountain / water features / pools.



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David Johnson
City of Paramount
Progress Park Community Building Outdoor Spaces
Project Number: TBD
July 16, 2021
page 5 of 6

18. Social programming of community open spaces.
19. Preparing documents for alternate, separate, or sequential bids or providing services in connection with bid negotiations with Contractor and City.
20. Contractor pricing packages separate from Construction Documents.
21. Estimates of construction costs.
22. Construction observation or administration. It is understood that the City of Paramount will oversee construction. The City assumes all responsibility for interpretation of the Construction Documents as well as for construction observation and the City waives any claims against the Landscape Architect that may be in any way connected thereto. Construction administration can be provided for an additional fee.
23. Attendance at Owner, Architect, Contractor (OAC) meetings or site visits during construction.
24. Additional meetings, changes to work product at request of City, which conflict with prior approvals, or City's directions, or construction contract administration services beyond those included in the scope of work.
25. Site visits beyond those noted in the scope of services.
26. Providing services in evaluating and responding to RFI's and submittals by the Contractor or others in connection with the Work.
27. Preparation of landscape documents in Revit or other Building Information Modeling (BIM) software.
28. Preparation or coordination of Owner as-built drawings or gathering warranties for project close-out (Contractor shall provide)
29. Contracting with any engineering, environmental, or other consultants beyond those included in this Agreement.
30. 2D and 3D renderings or site plan marketing exhibits, 3D videos or other animations beyond those included in this Agreement.
31. Government fees and reimbursable expenses.
32. Bid negotiation(s) with Owner and Contractor.
33. Value Engineering of design and revisions to documents to reduce construction costs. City is to provide construction budget to assist in designing to budget. Attendance at Value Engineering workshop(s) with Owner and Contractor is also excluded.
34. Irrigation Design and documentation (to be design/build by contractor)
35. Public Outreach or community presentations
36. Arborist Services including tree identification, health evaluation, monetary valuation, and transplanting or removal requirements of existing trees.

Client to Provide

1. Civil engineer, electrical engineer, and geotechnical engineer, if required.
2. Construction administration services.

Terms and Conditions

TERMS AND CONDITIONS SHALL BE AS ESTABLISHED IN THE PROFESSIONAL SERVICES AGREEMENT BETWEEN THE CITY OF PARAMOUNT AND STUDIO ONE ELEVEN, DATED JULY 1ST, 2019.



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David Johnson
City of Paramount
Progress Park Community Building Outdoor Spaces
Project Number: TBD
July 16, 2021
page 6 of 6

The work described in this Agreement will not commence without a signed authorization. Please note your acceptance by returning one (1) signed copy of this Agreement to Studio One Eleven. Client accepts this Agreement and all of the terms and conditions set forth herein, by signing below or otherwise directing Architect to proceed with the work, or any portion thereof, described or contemplated herein.

We would like to thank you for giving us the opportunity to be of service to you on this project.

Sincerely,

Studio One Eleven

DocuSigned by:

Kirk Keller

Kirk Keller, ASLA, CLARB, LEED AP
Senior Studio Director, Landscape Architecture

KK:ct

Attachment

cc: Accounting

Name And License Number Of Architect

Kirk Keller, Licensed Landscape Architect, California #6121

ACCEPTED BY CLIENT CITY OF PARAMOUNT

BY*

David Johnson

NAME (TYPE/PRINTED)

DATE

Community Services Director

TITLE

** It is understood the individual signing this Agreement is a representative of the Client and has contractual authority to sign on their behalf.*


studioneleven

245 east third st. long beach, CA 90802 t 562.628.8000

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EXHIBIT "A"
SCHEDULE OF FEES
EFFECTIVE JANUARY 2020

- | 1. PROFESSIONAL STAFF CATEGORY | HOURLY FEE |
|---------------------------------------|-------------------|
| Staff 12: | \$240.00 |
| Staff 11: | \$230.00 |
| Staff 10: | \$220.00 |
| Staff 9: | \$210.00 |
| Staff 8: | \$200.00 |
| Staff 7: | \$190.00 |
| Staff 6: | \$180.00 |
| Staff 5: | \$165.00 |
| Staff 4: | \$150.00 |
| Staff 3: | \$135.00 |
| Staff 2: | \$120.00 |
| Staff 1: | \$ 95.00 |
-
- 2. MILEAGE AND SUBSISTENCE**
- | | |
|---|---|
| Auto Mileage: | \$0.63 per mile |
| Air Travel and Auto Rental: | Actual cost plus 15% |
| Subsistence (lodging, meals and incidentals): | Actual cost plus 15% (where the work requires that employee stay over night away from home, or travels beyond 100 miles one-way from our office). |
-
- 3. MATERIALS AND SUPPLIES**
- a. Office and drafting supplies are included in the hourly rate in Paragraph 1.
 - b. Cost of printing, color copies, CAD plotting and reproductions are charged at cost plus 15% from commercial reprographics companies.
 - c. Outside services i.e., messenger, Federal Express, express mail, etc., are charged at actual cost plus 15%.
 - d. Any reimbursable expenses requested by the client subsequent to the completion of our contract scope of work shall be billed on a time and material basis. This includes the cost of professional fees required to process this request.
-
- 4. CONSULTANTS**
- Actual cost plus 15%.

In accordance with normal architectural rate review practices, we may periodically revise this Schedule of Fees in keeping with industry rate changes. We reserve the right to incorporate these changes into existing contracts and/or changes in services.

Exhibit B

**PROGRESS PARK COMMUNITY BUILDING - EXTERIOR SPACES
SCOPE OF WORK AREA**



NOVEMBER 16, 2021

REVISED PROGRAM PARTNER AGREEMENT FOR YOUTH SPORTS
LEAGUES

MOTION IN ORDER:

APPROVE OR MODIFY THE PROPOSED REVISIONS TO THE
PROGRAM PARTNER 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 Director

Date: November 16, 2021

Subject: REVISED PROGRAM PARTNER AGREEMENT FOR YOUTH SPORTS LEAGUES

Background

At the September 15, 2021 Parks and Recreation Commission meeting, staff presented revisions to Exhibit A of the Program Partner Agreement (PPA) for our youth sports leagues. These revisions included a more clearly defined definition of what a recreation youth sports season must consist of and added the definition to the Program Partner Agreement as part of Exhibit A. The PPA already places priority on recreation youth sports seasons over other requested field uses such as club ball, all-stars, etc. Additionally, the Youth Sports Scholarship Fund is only applicable to players involved in each league's recreation season.

In addition to providing a clear definition of a recreation youth sports season, we reviewed with the Parks and Recreation Commission other revisions to Exhibit A. These other revisions include the requirement that all youth sports leagues be fiscally independent and self-sustaining without the need for and disallowing coaches and/or volunteers to pay fees to the league, and a process for any youth sports league complaint regarding the City's administration of the youth sports league program.

The league presidents were invited to the commission meeting at which these items were presented. No league presidents attended the meeting when this item was presented nor did we receive any input from the leagues.

All the proposed changes are in Exhibit A of the Program Partner Agreement. The PPA is attached for reference and is not changed. The revised Exhibit A of the PPA is included and is shown with the proposed revisions.

Defining a Recreation Season

To ensure all youth sports leagues in Paramount are serving the larger community, we are proposing a definition of what a recreation youth sports season should look like. A recreation youth sports season must be distinct from other youth sports programs that are not intended to be equitable and are limited and focused on the development of the

more talented players. The City prioritizes a recreation youth sports season because it is more focused on equitable play and accessibility for the entire community of potential players, regardless of skill. The City will provide priority field allocation and application of the Youth Sports Scholarship Program only to recreation youth sports seasons that meet this definition.

Currently, the Program Partner Agreement defines a recreation league in Exhibit A (Section 10) of the agreement "...as youth sports league open to all abilities and with equal access to play." We are proposing to more closely define a recreation season to ensure that the City's expectations for youth sports leagues are met. Therefore, we are proposing that to be considered a recreation youth sports season the following criteria must be met:

- Open and consistent marketing to the larger Paramount community i.e. City website and social media postings and flyers
- Open and consistent registration to the larger Paramount community that is equal in cost, regardless of the skill or age of the player.
- Registration is accepted for only individual players and not groups or established teams of players.
- All registered participants are placed in a blind draft, separated by age group. Participants are placed on teams at random and assigned a coach.
- All participants on teams must get equal playing time per game. It is imperative that all participants are able to compete equally.

Exhibit A, Section 10 of the Program Partner Agreement would be revised to read:

The Permittee's various seasons will be defined by the City as either their primary recreation league or their competitive league. A recreation league is defined as a youth sports league open to all abilities and with equal access to play and must meet the following requirements:

- *Open and consistent marketing to the larger Paramount community i.e. website and social media postings and flyers*
- *Open and consistent registration to the larger Paramount community that is equal in cost, regardless of the skill or age of the player.*
- *Registration is accepted for only individual players and not groups or established teams of players.*
- *All registered participants are placed in a blind draft, separated by age group. Participants are placed on teams at random and assigned a coach.*
- *All participants on teams must get equal playing time per game. It is imperative that all participants are able to compete equally.*

The City will make every effort to accommodate field use requests for the Permittee's primary recreation season. Field access for competitive seasons may be subject to a reduction to provide for field maintenance and field resting.

We will require each youth sports league to implement these changes beginning in January 2022. Failure to adhere to the defined recreation youth sports season requirements will subject the youth league to loss of field allocation, potential

supplanting of the youth league with another program to provide the recreation season of that particular sport, and loss of access to the Youth Sports Scholarship Program funding.

Leagues are Not to Charge Coaches/Volunteers

All independent youth sports leagues in Paramount should be fiscally independent and should function based on registration fees and appropriate community fundraising. Youth leagues shall not require and/or ask coaches, boardmembers, and volunteers to pay a fee to the league. Any league that asks or requires their coaches, boardmembers, and/or volunteers to pay an additional fee will be in violation of the Program Partner Agreement.

Exhibit A, Section 6 of the Program Partner Agreement would be revised to read:

Fees charged by the Permittee for its youth sports leagues/seasons are the sole responsibility of the Permittee but cannot include any cost or charge for use of field space. Additionally, the Permittee cannot charge its coaches, boardmembers and volunteers a fee to participate in the league.

Process for Filing a Complaint

As situations and issues arise, youth leagues should be able to file a formal complaint regarding any City decision. A process needs to be established in these instances so that a resolution can be found in a timely and constructive manner. Should an issue arise where a youth league feels it needs to file a formal complaint, it first must be in writing to the Community Services Director or his/her designee. Staff must acknowledge receipt of the formal complaint within 48 hours of being sent. Once acknowledged, staff must respond to the complaint in writing within 3 business days. If the permittee does not agree with the response, then the issue will be presented to the Parks and Recreation Youth Sports League Subcommittee for further direction. Should the youth league not be satisfied with the recommended direction of the Subcommittee then the formal written complaint must be submitted to the Parks and Recreation Commission at their earliest scheduled meeting for direction. Finally should the youth league not be satisfied with the recommended direction of the Parks and Recreation Commission, the issue will be referred to the City Council at its earliest scheduled meeting for final decision.

Exhibit A, Section 15 would read:

The Permittee is able to file a formal complaint regarding any decision they feel is warranted. However, the complaint must follow a formal process. The complaint must be addressed to the Community Services Director or his/her designee. Staff must acknowledge receipt of the complaint with 48 hours and respond to the complaint in writing within 3 business days. If the Permittee feels that the response from staff is not sufficient, then the issue will be brought before the Parks and Recreation Youth Sports League Subcommittee. If the Permittee is not satisfied with the recommendation from the Youth Sports League Subcommittee, then the issue will be brought before the Parks and Recreation Commission at

their earliest scheduled meeting. If the Permittee is not satisfied with the recommendation from the Parks and Recreation Commission, then the issue will be brought before the City Council at their earliest scheduled meeting for a final decision.

Mission, Vision, Value and Strategic Outcomes

The City's Vision, Mission, and Values set the standard for the organization; establish priorities, uniformity and guidelines; and provide the framework for policy decision making. The Strategic Outcomes were implemented to provide a pathway to achieving the City's Vision. This item aligns with Strategic Outcome No. 2: Community Health.

RECOMMENDED ACTION

It is recommended that the City Council approve or modify the proposed revisions to the Program Partner Agreement for youth sports leagues.

CITY OF PARAMOUNT
AGREEMENT OF "PROGRAM PARTNERSHIP" PRIVILEGES FOR (INSERT NAME
OF YOUTH LEAGUE)

This Agreement is made and entered into as of January 1, 2021, by and between the City of Paramount (hereinafter referred to as the "City"), INSERT NAME OF YOUTH LEAGUE (hereinafter referred to as the "Permittee") as a Program Partner with the City of Paramount.

The Paramount City Council encourages the Community Services Department ("Department") to support and cooperate with local non-profit organizations where the efforts or activities of the organization either support the efforts of the Department or provide additional services to the community that are within the scope of responsibility of the Department. Because such support is limited and may involve the use of public resources to support the goals or activities of a third party organization, the following policies are established to ensure that such resources are properly utilized.

The City and the Permittee agree as follows:

RECITALS

- A. The City owns or has operating rights to certain athletic or recreational facilities which are within the jurisdiction of the City of Paramount and under the responsibility of the Community Services Department.
- B. The City desires that these facilities be fully utilized to the benefit of the community and in support of the important services provided by local non-profit organizations.
- C. The City is not contracting with the Permittee but allowing City facilities to be used for the benefit of the community by an independent youth sports organization.
- D. The Permittee wishes to use various youth sports facilities that are available and under the jurisdiction and responsibility of the City to offer public sports programs.
- E. Permittee warrants to the City that it has the qualifications, experience, and expertise to provide both program operation and sports field preparation of the facilities indicated under this Agreement and that it is aware of and prepared to abide by the requirements of this Agreement.
- F. The City and the Permittee desire to establish an Agreement to clarify both the benefits and responsibilities of each party within this relationship.

NOW, THEREFORE, the City and the Permittee agree as follows:

1. DESIGNATED REPRESENTATIVE(S)

- 1.1. Permittee's President or his/her designee, shall be the designated Permittee Representative, and shall be responsible for negotiations, contractual matters, correspondence and coordination with the City.
- 1.2. The Director of Community Services ("Director"), or his/her designee, for the purposes of this Agreement is the agent for the City; whenever approval or authorization is required, Permittee understands that the Director, or his/her designee, has the authority to provide that approval or authorization.

2. LOCAL NON-PROFIT ORGANIZATIONS – Certain Department policies, as well as the facility use permit fee schedules, provide special rules and fees for "Local Non-Profit Organizations." The following defines which organizations may be recognized as a Local Non-Profit Organization.

A. 501(c)3 Recognized – Organizations that meet the following criteria may be recognized as Local Non-Profit Organization.

- i. The organization must be recognized by the Internal Revenue Service as a qualifying 501(c)(3) non-profit organization and abide by the requirements of their 501(c)(3) designation. The Permittee must maintain and provide active documentation of such to the Director or his/her designee.
- ii. The organization must have filed for incorporation and be recognized as an entity in good standing by the California Secretary of State.
- iii. The organization must have insurance coverage in an amount as may be set by the Director and must be able to provide a certificate of insurance naming the City as an additional insured, and/or a letter of indemnification as determined by the Director.

3. PARTNER ORGANIZATIONS – Program Partnerships represent a special relationship between a Local Non-Profit Organization and the City and Department. This relationship normally represents sponsorship of a specific program or of the programs provided by a particular Local Non-Profit Organization. These relationships may be directed by City Council action, or may be requested by the Director with the approval of the Parks & Recreation Commission.

A. Requirements to be recognized as a Program Partner include:

- i. The program or programs offered by the Permittee must relate reasonably to the scope of services provided by the Department, taking into account competing company demands and facility limitations.
- ii. Resources required to meet the City's obligation must be within the Department's existing budget and available resources.

- iii. The Permittee must be recognized as an independent youth sports league that is a registered non-profit 501(c)(3) organization and part of a larger parent youth sports organization.
- iv. Program leadership and participants **MUST** be non-paid and volunteer-based (i.e. league coaches and administrators). Leagues may contract with and provide compensation to referee and individuals or agencies which are not members of the league administration or team coaches to provide trainings and development for players and coaches.
- v. Volunteers and staff having direct contact with minors shall have an organizational requirement and process to background check their volunteers and provide evidence of volunteer background clearance to the Department.
- vi. The Permittee must have an executive board of directors made up of a least five (5) members, and provide contact information for each board member to the City. This requirement must exist and be in accordance with the Permittee's by-laws.
- vii. A City appointed staff member must be allowed to attend all general membership meetings, special meetings and board meetings. The Department shall be notified in advance of all scheduled meetings and receive a copy of all meeting minutes and member notices.
- viii. Financial reports will be provided to the Parks & Recreation Commission on a reoccurring annual date established by the Parks & Recreation Commission, as well as other requested documentation of operating practices and activities as requested. Frequency of reporting may be adjusted as requested by the Parks and Recreation Commission or the Director.
- ix. The organization must submit annually to the Director a copy of its Annual Information Return as may be filed with the IRS.
- x. A copy of the organization's current by-laws must be kept on file with the Department and the organization must be in good standing with the California Secretary of State. All changes and revisions to the Permittee's by-laws must be documented by board action and such evidence and updated by-laws provided to the Department in a timely manner.

- xi. The organization must have a clause in its by-laws which establishes the disposition of the organization's assets upon dissolution of the organization.
- xii. An organization that desires Program Partner status must present its qualifications to the Parks & Recreation Commission along with a description of the programs that the organization will be operating, the benefits these programs provide, and the nature of the facilities or support that the programs will require from the Department. If approved, the organization must operate successfully for at least one year as a "provisional program partner" under this Agreement. After completion of at least one year as a provisional program partner with no issues as they relate to this Agreement, the organization may return to the Commission for acceptance as a Program Partner. If the Permittee remains as a provisional program partner for 2 years, the Parks & Recreation Commission may determine that Program Partner status is not attainable and the Permittee's status can be revoked.
- xiii. Program Partners that have failed to fulfill their obligations under their Program Partner agreement will have their status reviewed annually by the Parks & Recreation Commission. The Commission may, at its discretion, propose a suspension or revocation of the organization's status. For the protection of the City or its facilities, the Director may suspend an organization's privileges until a review by the Parks and Recreation Commission can be held. All recommendations made by the Parks and Recreation Commission will be reviewed for final authorization and action by the City Council.

B. Benefits of Recognition as a Program Partner:

- i. Priority reservation of facilities as part of the Department's planning process.
- ii. Use of facilities for storage of equipment and supplies, meetings and other ancillary activities related to program operation as approved by the Director, based on need and availability.
- iii. Assignment of a staff liaison as a primary point of contact. Liaisons may attend organizational meetings to facilitate communications between the Department and Program Partner.
- iv. Additional staff resources for special events as approved by the Director.
- v. Advertisement space or recognition within the Department marketing materials, City social media platforms, City website, and other City platforms and publications as may be approved by the Director. The City

reserves all rights to control, edit, revise, and remove any listing placed on its platforms without notice to the Program Partner.

- vi. Waiver of all facility use fees for qualified activities as approved by the Director, unless otherwise previously directed by the City Council.

C. Other Permittee Requirements as listed in Exhibit A

4. USE OF CITY NAME, IDENTITY OR LOGOS IN ADVERTISEMENT OR PROMOTIONS

- A. Use of the City name, identity or logo in relation to any activity held at City facilities or supported by the Department through any facility use, flyer, notification, social media marketing, fee waiver, discount or other support, must be approved by the Director.
- B. Program Partners or other organizations, programs or activities which may receive support through fee waiver, fee reduction, sponsorship or partnership may be required to provide appropriate recognition on promotional materials as determined by the Director.

5. POLITICAL ACTIVITIES

- A. Political activities may not be conducted or allowed by the Program Partner with Program Partner equipment, under the banner of the Program Partner, or on a permitted park property or facility under any use by the Program Partner, unless as directed by the Director.
- B. Organizations which receive fee waivers or reduced fees may not associate political activities with the programs or activities for which they receive such waiver or reduced fees.

6. CITY IDENTIFICATION CARDS: The Permittee shall be responsible that all volunteers, as determined by the Department, have City issued identification cards for each of the Permittee's seasons. All volunteer coaches are required to have City identification cards when participating with the Permittee's facility use. Failure to carry City identification card or misuse of card (illegally using or allowing facility space to be used illegally) will result in suspension of facility access. All volunteer coaches' cards must be issued and in place before field access is provided and will expire at the end of each season.

7. FACILITY USE: Permittee shall have access and exclusive or semi-exclusive use of certain park facilities during those days and times as scheduled with the City. Permittee shall, except as otherwise directed, use the existing Facility Reservation process as currently in use by the Community Services Department. Permittee is only allowed access and exclusive or semi-exclusive use of those facilities which are

properly and specifically reserved. Ancillary facilities such as restrooms and parking, if not reserved, may be used by the Permittee on a non-exclusive basis in support of their reserved use. Permittee must abide by all park rules, policies and ordinances during all periods of use whether exclusive, semi-exclusive or non-exclusive.

- 8. PRIORITY OF USE:** City shall allow Permittee to have exclusive or semi-exclusive use of the facilities during times and dates as scheduled in advance in a manner to be determined by the Director. The City shall have first priority for use of the facilities for its own uses. The Permittee shall be provided priority of use by allowing Permittee to schedule its events up to one year in advance and prior to commencement of reservation by other groups and the general public. Reservations or changes to existing reservations which are made less than six months in advance may be subject to prior reservations by other groups or individuals. Nothing in this section shall be interpreted to mean that the Director must cancel or alter an existing reservation from another group or individual to accommodate a late request for facilities by Permittee. Such decisions are strictly at the discretion of the Director.
- 9. COMPENSATION FOR SERVICES:** No compensation for services shall be paid to either the City or the Permittee as part of this Agreement unless first approved by the Director of Community Services or his/her designee or requested of the City Council or established policy. Both parties shall remain independently responsible for all costs associated with the completion and fulfillment of their responsibilities.
- 10. TERM OF AGREEMENT:** This Agreement will become effective January 1, 2021 and will remain in effect for a period of three (3) years from said date unless otherwise expressly extended and agreed to by both parties in writing or terminated by either party as provided herein. Extension of this Agreement shall be made by signature of the Director as long as the Permittee continues to maintain in good standing their status as a Program Partner. Prior to issuing a letter of extension, the Director shall provide a report to the Parks & Recreation Commission for their review and comment on the Permittee's activities over the prior term.
 - 10.1 Suspension:** In the event that the Director, in his/her sole discretion, believes that the activities of Permittee or any failure of Permittee to enforce this Agreement or any rule, policy, ordinance or law or failure to follow specific safety standards may create an unsafe or detrimental situation for the public, Permittee's participants, the City or its facilities, the Director may immediately suspend all activities and place this Agreement in "suspension" until such time as the cause for suspension may be reviewed by the Parks Recreation Commission or until such time as the situation is corrected to the satisfaction of the Director.
 - 10.2 Termination for Cause:** In the event that Permittee fails to fulfill their obligations under the terms of this Agreement and does not correct such failure within a period of thirty (30) days after receipt of notice from City specifying such failure, the Director may recommend to the Parks and

Recreation Commission to either maintain an existing suspension, activate a new suspension or revoke the Program Partner status for the Permittee. The recommended action by the Parks and Recreation Commission will be reviewed at the next available City Council meeting for review of the suspension or authorization of a termination. Any termination authorized by the City Council will become effective after thirty (30) days from the written notice to the Permittee.

10.3 Abandonment of equipment: Any equipment left in the possession of the City after thirty (30) days past the termination of this Agreement will become the property of the City.

10.4 Annual review of Agreement and amendments: At least once annually, the parties of this Agreement shall meet to review the condition of the facility and the programs being offered to ensure that the intent of the Agreement is being met and that the services provided for by the Agreement are of a significant benefit to the community. As a result of such a review or at any other time as appropriate, upon the mutual agreement of both parties, the terms of this Agreement may be amended. Such amendments shall be agreed upon and signed both parties and will become part of this Agreement following review by the Parks and Recreation Commission and approval by the City Council.

11 PROGRAM PARTNER STATUS REQUIRED. This Agreement is based, in part, on the Permittee's existing status as a Program Partner with the City of Paramount. During the term of this Agreement, Permittee must maintain its status in good standing with the City and abide by the terms and requirements of such status as designated in the City of Paramount. Such terms are hereby incorporated into this Agreement by reference.

12 CITY'S RESPONSIBILITIES:

12.1 Maintain the roads, parking lot and entrance to Paramount parks that provide reasonable access to and from the facility.

12.2 Reasonably maintain the restrooms, landscaping and other park facilities surrounding the facilities.

12.3 Provide reasonable trash collection services and furnish refuse containers at the facilities.

12.4 Provide a working irrigation system for all turf areas.

12.5 Maintain and provide reasonable repair for the infields, turf and fences surrounding the fields related to normal wear and tear, and damage unrelated to the Permittee's use of the facilities.

- 12.6** Provide reasonable weed control spraying upon reasonable request.
- 12.7** Remove graffiti from facilities in a timely manner.
- 12.8** The City may provide Permittee with office space, if available, for use in operation of their programs at locations, days, and times specified by the Director. The specific contents and use of this space shall be the sole responsibility of Permittee. Failure to responsibly use this space or when use of this space is in violation of the usage and dates/times provided for by the Department, the use of such space will be revoked.
- 12.9** The City may provide Permittee with a snack bar facility, if available, for use in operation of their programs. Failure to maintain the cleanliness of the snack bar facility and to comply with L.A. County Health Department regulations shall be reason to revoke its use by the City. The City reserves the right to inspect the snack bar facility at any time.
- 12.10** The City shall provide advertisement space in publication of the City platforms for Permittee's primary season.

13 PERMITTEE'S RESPONSIBILITIES:

- 13.1** Repair and maintain equipment owned by Permittee.
- 13.2** Provide regular inspections of facilities prior to use to ensure that the facilities are safe and ready for use. Notify the City of any safety hazards immediately or needed repairs within a reasonable time and take appropriate steps to secure unsafe areas up to and including cancellation of events or activities until unsafe conditions may be corrected.
- 13.3** Work closely with the City to prevent damage to the facilities due to inappropriate use and vandalism.
- 13.4** Participate as requested in City sponsored events and activities in order to promote Permittee's activities, activities of the City, and to promote those priorities and initiatives which Permittee and the City share.
- 13.5** Provide all coaches, scorekeepers and officials as needed.
- 13.6** Comply with all State and Federal laws related to any paid contractors used by Permittee.
- 13.7** Purchase all program supplies necessary for operation of the Permittee's programs including uniforms, game balls, and awards.

13.8 Leave facilities clean and ready after each use.

13.9 Place all trash in appropriate receptacles as provided by the City.

13.10 Avoid use of athletic facilities during periods of rain and after rains, as specified by the Department.

14 ALTERATIONS AND IMPROVEMENTS: The City shall not be required to make any alterations or improvements to the facilities, or any adjacent improvements as a result of this Agreement. Permittee shall not make any such alterations or improvements without the advance written permission of the City. At the termination of this Agreement, the City may, at its discretion, require the Permittee to remove all equipment and improvements, whether approved by the City or not, and return the facility to its original condition

15 SIGNS: Permittee shall not place or maintain any sign, emblem, or other advertising matter of any kind in or about the premises or equipment under its control without the advance written permission of the City. City shall have the right to remove any unauthorized sign, emblem or other advertising matter.

16 GENERAL TERMS AND CONDITIONS:

16.1 Non-Assignability: The Permittee shall not assign or transfer any interest in this Agreement without the express prior written consent of the City.

16.2 Non-Discrimination: The Permittee shall not discriminate as to race, religion, creed, gender, color, national origin or sexual orientation in the performance of its services and duties pursuant to this Agreement, and will comply with all applicable laws, ordinances and codes of Federal, State, County, and City governments.

16.3 Insurance: Prior to the commencement of use of athletic facilities or park or facility space for event usage, the Permittee shall obtain from insurers list "A" or better in the Best's Insurance Guide and authorized to do business in the State of California insurance policies for not less than the following coverage and limits of insurance:

16.3.1 General liability insurance coverage in an amount not less than \$1,000,000.

16.3.2 Workers' compensation coverage as required by law and with employer's liability limits of at least \$1,000,000 per occurrence.

16.3.3 Comprehensive General Liability insurance as follows:

- 16.3.3.1** The automobile and comprehensive general liability policies may be combined in a single policy, provided that such policy shall have a combined single limit of not less than \$1,000,000 for injuries arising out of one occurrence, and \$500,000 for property damages.
- 16.3.3.2** If the Permittee allows the participation of children under the age of eighteen years, a policy including coverage of a least \$500,000 per occurrence for liability or claims related to molestation.
- 16.3.3.3** An endorsement extending coverage to the City, its officers and employees as an additional insured, in the same manner as the named insured, as respects liability arising out of activities related to this Agreement.
- 16.3.3.4** A clause specifying that such insurances shall be primary insurance as respects the interest of the City, and any other insurance maintained by the City shall be considered excess coverage and not contributing insurance with the insurance required hereunder.
- 16.3.3.5** A “Severability of Interest” clause stating that the insurance policy applies to each insured person as if each had a separate insurance.
- 16.3.3.6** A provision or endorsement stating that such insurance, subject to all of its other terms and conditions, cover the operations of the Permittee pursuant to the terms of this Agreement.
- 16.3.3.7** As a condition precedent to this Agreement, the Permittee shall maintain such insurance and shall provide to the City such subsequent certificates of insurance evidencing the continued maintenance of all required policies and endorsements through the term of this Agreement.
- 16.3.3.8** The requirements as to the types and limits of insurance to be maintained by the Permittee are not intended to and shall not in any manner limit or qualify the Permittee’s liabilities and obligations under this Agreement.
- 16.3.3.9** Any policy or policies of insurance that the Permittee elects to carry as insurance against loss or damages to its equipment and other personal property used in the performance of this Agreement shall include a provision waiving the insurer’s right of subrogation against the City.

16.3.3.10 All of the Permittee's policies shall contain an endorsement providing that written notice shall be given to the City at least thirty (30) calendar days prior to cancellation of the policy for any reason.

16.3.3.11 The Permittee shall require any and all subcontractors to provide comparable insurance unless specifically covered under Permittee's policy.

16.3.3.12 Cover all operations and activities of the Permittee pursuant to the terms of this Agreement.

16.4 Indemnification: Permittee agrees to hold harmless, indemnify and defend the City, its employees, agents and affiliates, for any and all loss or liability of any nature whatsoever arising out of or in any way connected with Permittee's performance of this Agreement, including loss or liability caused by the City's negligence, except loss or liability caused by the City's sole willful conduct or active negligence.

16.5 Compliance with Applicable Law: The Permittee and the City shall comply with all applicable laws, ordinances and codes of the Federal, State, County and City governments.

16.6 Legal Construction: This Agreement is made and entered into the State of California and shall in all respects be interpreted, enforced and governed under the laws of the State of California.

16.6.1 This Agreement shall be construed without regard to the identity of the persons who drafted its various provisions. Each and every provision of this Agreement shall be construed as though as each of the parties participated equally in the drafting of same, and any rule of construction that a document is to be construed against the drafting party shall not be applicable to this Agreement.

16.6.2 The article and section, captions and heading herein have been inserted for convenience only, and shall not be considered or referred to in resolving questions of interpretation or construction.

16.7 Waiver; Remedies Cumulative: Failure by a party to insist upon the performance of any of the provisions of this Agreement by the other party, irrespective of the length of time for which such failure continues, shall not constitute a waiver of such party's right to demand compliance by such other party in the future. No waiver by a party of a default or breach of the other party shall be effective or binding upon such party unless made in writing by such party and no such waiver shall be implied from any omissions by a party to take any action with respect to such default or breach. No express written waiver of a specified default or breach shall affect any other default or breach,

or cover any other period of time, other than any default or breach and/or period of time specified. All of the remedies permitted or available to a party under this Agreement, or at law or in equity, shall cumulative and alternative, and invocation of any such right or remedy shall constitute a waiver or election of remedies with respect to any other permitted or available right of remedy.

- 16.8 Partial Invalidity:** If any provision in this Agreement is held by a court of competent jurisdiction to be invalid, void or unenforceable, the remaining provisions will nevertheless continue in full force without being impaired or invalidated in any way.
- 16.9 Entire Agreement:** This Agreement constitutes the whole Agreement between the City and the Permittee, and neither party has made any representations to the other except as expressly contained herein. Neither party, in executing or performing this Agreement, is relying upon any statement or information not contained in this Agreement. Any changes or modifications to this Agreement must be made in writing appropriately executed by both the City and the Permittee.
- 16.10 Consultation with Attorney:** Permittee warrants and represents that it has consulted with an attorney or knowingly and voluntarily decided to forgo such a consultation.
- 16.11 Notices:** Any notice required to given hereunder shall be deemed to have been given by depositing said notice in the United States mail, postage prepaid, and addressed as follows:

TO CITY:

Director of Community Services
City of Paramount
16400 Colorado Avenue
Paramount, CA 90723
TEL: (562) 220-2121
EMAIL: DJohnson@paramountcity.com

TO PERMITTEE:

(Youth League)

_____, CA _____
Attention: _____

- 16.12. Warranty of Authorized Signatories:** Each of the signatories hereto warrants and represents that he or she is competent and authorized to enter into this Agreement on behalf of the party for whom he or she purports to sign.

- 17 DAMAGES TO FACILITIES:** Permittee is responsible for all damage to the City facilities caused by the negligence or purposeful action of their volunteers and participants.
- 18 PROHIBITIONS:** City retains the authority to prohibit or stop an activity being conducted by Permittee at the facility if the City determines such activity to be an immediate danger to the public health, safety and welfare or if the Permittee is in violation of the requirements of this Agreement.
- 19 RECORDS AND INSPECTIONS:** Permittee shall maintain full and accurate records with respect to Permittee registration including participant home addresses. Permittee shall furnish to City notification of how many Paramount residents are participating in Permittee activities. Permittee shall provide the City with an up-to-date list of key personnel and telephone numbers for emergency contact after normal business hours. The City shall provide the Permittee with the same.
- 19.1** Permittee shall submit by the 15th of each January, a financial report for the organizations operations for the previous calendar year in a format approved by the City for review by the Director, his/her designee, and the City's Parks & Recreation Commission. This information will be submitted to a third-party financial auditor at the City's expense. The Permittee shall submit any additional or back up financial documents as requested by the auditor.
- 19.2** Annually, by January 15th of each year, Permittee shall submit a report to the Director outlining the Permittee's activities and services as relates to Permittee's use of City facilities during the past calendar year. This report will include, at minimum, statistics as to numbers of individuals served or participating in Permittee's program/services, total cost of operations and revenues received, and a statement of confirmation that Permittee has submitted all paperwork and met all requirements to maintain their 501(c) 3 status for the coming year. This report will be signed by the President or Chief Executive Officer on behalf of the organization. This annual report shall be reviewed by the Parks & Recreation Commission and the City Council, and shall be used by the Director of Community Services as part of the annual review of this Agreement in order to determine Permittee's compliance with the terms of the Agreement.
- 19.3** Prior to Permittee's first practices, team rosters of each team must be submitted and verified by the City. All practice schedules and team rosters must be submitted to the City at least fourteen (14) days prior to the start of the proposed practices. The City permit for field use for Permittee practices will be issued within seven (7) days of submittal but may be delayed if issues are raised by Paramount Unified School District regarding a proposed use of their field space. All field space access will be denied until all requirements are met and a field use permit is issued by the City to the Permittee. Team

rosters will consist of information of participants that the Director or his/her designee outlines prior to the Permittee's season.

19.4 Prior to Permittee's first league or tournament games, official game schedules must be submitted to the City. All game schedules must be submitted to the City at least fourteen (14) days prior to the start of the proposed games. The City permit for field use for Permittee games will be issued within seven (7) days of submittal but may be delayed if issues are raised by Paramount Unified School District regarding a proposed use of their field space. All requested tournament games must be submitted to the City thirty (30) days prior to the date of the proposed tournament. The City permit for field use for proposed tournaments will be issued within ten (10) days of submittal but may be delayed if issues are raised by Paramount Unified School District regarding a proposed use of their field space. All field space access will be denied until all requirements are met and a field use permit is issued by the City to the Permittee.

19.5 Annual Review of Agreement and Amendments: At least once annually, the parties of this Agreement shall meet to review the condition of the facility and the programs being offered to ensure that the intent of the Agreement is being met and that the services provided for by the Agreement are of a significant benefit to the community. As a result of such a review, or at any other time as appropriate, upon the mutual Agreement of both parties, the terms of this Agreement may be amended. Such amendments shall be signed by both parties and will become part of this Agreement.

20 PARK REGULATIONS: The Permittee shall be responsible for the enforcement of all parks rules and regulations related to their activities, volunteers, participants, spectators and guests. These rules and regulations can be found in Article IX, Chapter 30 of the Paramount Municipal Code.

This Agreement is executed on this ____ day of _____, 2020 at Paramount, California, and effective as of January 1, 2021.

CITY OF PARAMOUNT:

Peggy Lemons, Mayor

PERMITTEE:

By: LEAGUE OPERATOR
Title: NAME OF LEAGUE

ATTEST:

Heidi Luce, City Clerk

APPROVED AS TO FORM:

John Cavanagh, City Attorney

EXHIBIT A

1. The Permittee shall ensure and document to the Department's satisfaction a minimum seventy-five percent (75%) residency participation rate among youth participants in each separate season offered by the Permittee. Paramount residency consists of those participants with a physical home address in Paramount or currently attend a Paramount Unified School District school.
2. Failure to maintain the required residency requirements will affect, limit, or eliminate field access to the Permittee for their activities until such time the residency requirement is met.
3. Field access and use is granted by the City of Paramount to the Permittee, whether it be a City field or a PUSD field. Fields are provided to the Permittee at no charge as long as residency requirements and Program Partner status are maintained. Charging for use of the fields by the Permittee or subleasing the fields to another group that is not part of the Permittee's organization or itself has not met the residency requirement or been approved by the City is not allowed. Such actions, if they exist, will affect, limit, or eliminate field access to the Permittee.
4. Field use permits for PUSD fields is subject to the availability of the fields based on PUSD programming and other uses.
5. Field use permits will also be subject to review based on the number of players participating in the Permittee's league and field use may be reduced or consolidated based on the number of players participating.
6. Fees charged by the Permittee for its youth sports leagues/seasons are the sole responsibility of the Permittee but cannot include any cost or charge for use of field space. Additionally, the Permittee cannot charge its coaches, boardmembers and volunteers a fee to participate in the league.
7. Fundraising by the Permittee must be conducted by the Permittee under direction of its Board of Directors and cannot be conducted individually by any team operating as part of the Permittee's organization without the Permittee's approval.
8. Any request to conduct fundraising at any permitted field space by the Permittee must be submitted in advance to the City to either approve or deny the request. All requests must be submitted at least one (1) month in advance of the fundraising start date.
9. Each Permittee must have in place an approved set of by-laws governing their operation. Such by-laws must be approved by their parent youth league organization. Failure for the Permittee to follow and abide by their by-laws will affect, limit, or eliminate field access to the Permittee.

EXHIBIT A (continued)

10. The Permittee's various seasons will be defined by the City as either their primary recreation league or their competitive league. A recreation league is defined as a youth sports league open to all abilities and with equal access to play and must meet the following requirements:
 - Open and consistent marketing to the larger Paramount community i.e. website and social media postings and flyers
 - Open and consistent registration to the larger Paramount community that is equal in cost, regardless of the skill or age of the player.
 - Registration fee for recreation season needs cover all expenses for the season (i.e. uniform, team photo, and umpire and/or referee fee). No additional fees can be imposed and/or required.
 - Registration is accepted for only individual players and not groups or established teams of players.
 - All registered participants are placed in a blind draft, separated by age group. Participants are placed on teams at random and assigned a coach.
 - All participants on teams must get equal playing time per game. It is imperative that all participants are able to compete equally.

The City will make every effort to accommodate field use requests for the Permittee's primary recreation season. Field access for competitive seasons may be subject to a reduction to provide for field maintenance and field resting.
11. All recreation leagues must be structured to allow equal playing time for all participating children.
12. All youth sports organizations shall make all reasonable accommodation for special needs children to include either inclusion in the regular recreation league or the establishment of a developmental league.
11. Field closures will automatically occur during periods of rain and/or lightning. The return to field activity following a rain event must be authorized by the designated City representative prior to the Permittee returning to usage of the fields.
13. All fields will be shut down and no permits will be issued for the following periods:
 - A. PUSD Thanksgiving break
 - B. PUSD Christmas holiday break
 - C. Any field seeding/renovation work
14. Direct subsidy funding for youth sport leagues will cease in 2022. In Fiscal Year 2020, the maximum funding a league can receive is \$10,000, should they meet the full resident requirement. In Fiscal Year 2021, the maximum funding a youth league can receive is \$5,000, should they meet the full resident requirement. In Fiscal Year 2022, the City will not be funding the leagues directly. Beginning with 2021, the funds

not allocated to direct league funding will be used, per City Council approval, to create scholarships for participants in the various leagues.

15. The Permittee is able to file a formal complaint regarding any decision they feel is warranted. However, the complaint must follow a formal process. The complaint must be addressed to the Community Services Director or his/her designee. Staff must acknowledge receipt of the complaint with 48 hours and respond in writing to the complaint within 3 business days. If the Permittee feels that the response from staff is not sufficient, then the issue will be brought before the Parks and Recreation Youth Sports League Subcommittee. If the Permittee is not satisfied with the recommendation from the Youth Sports League Subcommittee, then the issue will be brought before the Parks and Recreation Commission at their earliest scheduled meeting. If the Permittee is not satisfied with the recommendation from the Parks and Recreation Commission, then the issue will be brought before the City Council at their earliest scheduled meeting for a final decision.

NOVEMBER 16, 2021

ORDINANCE NO. 1156

“AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF PARAMOUNT AMENDING TITLE 13 (PUBLIC SERVICES) OF THE PARAMOUNT MUNICIPAL CODE BY ADDING CHAPTER 13.09, ESTABLISHING REGULATIONS FOR MANDATORY ORGANIC WASTE DISPOSAL REDUCTION REQUIRED UNDER STATE LAW SENATE BILL 1383”

MOTION IN ORDER:

READ BY TITLE ONLY, WAIVE FURTHER READING, INTRODUCE ORDINANCE NO. 1156, AND PLACE IT ON THE DECEMBER 14, 2021 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: Adriana Figueroa, Public Works Director
Wendy Macias, Public Works Manager

Date: November 16, 2021

Subject: ORDINANCE NO.1156: MANDATORY ORGANIC WASTE DISPOSAL REDUCTION

BACKGROUND

Over the last year, staff has presented reports to the City Council about Senate Bill (SB) 1383. SB 1383 was enacted in 2017 (Lara, Chapter 395, Statutes of 2016). The law establishes statewide targets to reduce the statewide disposal of organic waste by 50 percent by 2020 and 75 percent by 2025 and requires that not less than 20 percent of edible food that is currently disposed be recovered for human consumption by the year 2025. Jurisdictions throughout the State are required by SB 1383 regulations to adopt an ordinance or other similarly enforceable mechanism by January 1, 2022, to mandate that organic waste generators, haulers, and other entities subject to the requirements of SB 1383 regulations and subject to the jurisdiction's authority, comply with SB 1383 regulatory requirements.

This item is a request for the City Council to adopt Ordinance No. 1156: adopting enforceable regulations to mandate that organic waste generators, haulers, and other entities subject to the requirements of Senate Bill 1383 (SB 1383) regulations and subject to the City of Paramount's authority, comply with SB 1383 regulatory requirements.

DISCUSSION

SB 1383 mandates that jurisdictions enforce requirements for generators of food waste, as specified by State law and within its own ordinance. In the City's proposed ordinance, food generators will be required to participate in organic waste collection programs, reduce and/or manage organic wastes onsite in a safe and environmental manner, or self-haul organic waste to a processing facility for the purpose of diverting organic matter away from landfills. For households with backyards, this includes backyard composting, grasscycling, organic gardening, and xeriscaping. For multifamily residences and commercial and industrial premises, this may include onsite micro-technologies for processing of organic waste, as well as, participation in community composting projects that the City will facilitate. The ordinance specifies that all covered single-family residences, multifamily residences, commercial, and industrial properties support and participate in organic waste disposal reduction.

RESIDENTIAL RECYCLING

Because the infrastructure or capacity for residential organics recycling within the City and in the region is nonexistent, the City and Calmet will take a phased approach to the rollout of the residential organics recycling program. A residential neighborhood will be selected for a pilot program and they will be issued kitchen pails. This will aid in the collection of kitchen food scraps in their home and allow for an easier transfer into the green waste trash cart on their curb. The phased residential approach will allow residents a small learning curve period as they establish the new routine of collecting their food scraps. This pilot period will also be an opportunity for Calmet to work out logistical issues that may arise and for residents to provide feedback to Calmet and City staff of what is, or is not working. Ultimately, the goal of the phased residential approach is to minimize confusion and provide guidance to smaller sections of neighborhoods at a time, before the residential organics recycling program is implemented citywide.

COMMERCIAL RECYCLING AND FOOD RECOVERY

As for the commercial implementation of SB 1383, Calmet already provides organics collection services to various commercial businesses in the City. While the amount of commercial customers participating in the organics recycling is limited, the capacity and protocols necessary for organics recycling in the commercial sector already exists.

A new component of SB 1383, that will affect food generating businesses, is the requirement to recover edible food and arrange for food recovery organizations to receive or pick up the edible food. The food recovery organizations, in turn, will take the food and deliver it, sometimes the same day, to people dealing with food insecurities. To ensure compliance with this portion of the mandate, food generators must sign a contract or agreement with a food recovery organization, comply with Good Samaritan laws, keep track of the amount of food it is recovering, and ensure that they continue to follow through with the food recovery throughout the year to ensure compliance.

ADDITIONAL REQUIREMENTS

There are other SB 1383 regulatory requirements placed on the City that will be enforced by the State, including recordkeeping, contamination monitoring, procurement, and outreach requirements. These jurisdictional requirements of SB 1383 are addressed in our ordinance, as well as through administrative policies, guidance documents and/or other planning documents.

Failure by the City to enact enforceable mechanisms to implement and undertake all SB 1383 regulations by January 1, 2022 may result in fines against the City of up to \$10,000 per day beginning January 1, 2024. State Senator John Laird authored legislation (SB 619) to allow jurisdictions one additional year to come into compliance with SB 1383 without jurisdictions being subject to penalties by the State.

The bill was modified after introduction to remove the year-long extension but does provide for a waiver of administrative penalties for the City prior to January 1, 2024, provided the City has made a good-faith effort towards compliance.

ENVIRONMENTAL ASSESSMENT

The project is exempt from the California Environmental Quality Act (CEQA) pursuant to CEQA Guidelines Section 15061(b)(3) – the general rule that CEQA applies only to projects which have the potential for causing a significant effect on the environment and CEQA does not apply where it can be seen with certainty that there is no possibility that the activity may have a significant effect on the environment. In fact, this project has the potential to significantly improve the environment by diverting organic waste from landfill where they may produce Short-Lived Climate Pollutants (SLCP) which have a particularly onerous impact on climate change and global warming.

ECONOMIC IMPACT

The implementation of SB 1383 will likely have an economic impact on all households and businesses within the City. There will likely be increases in costs of collection of organic wastes for processing and recycling from every account that generates food waste. Additionally, because of limited organic recycling facilities throughout the State, haulers will also be faced with higher costs for transporting these materials to available processing facilities a distance away.

VISION, MISSION, VALUES, AND STRATEGIC OUTCOMES

The City's Vision, Mission, and Values set the standard for the organization; establish priorities, uniformity and guideline; and provide the framework for policy decision making. The Strategic Outcomes were implemented to provide a pathway to achieving the City's Vision. This item aligns with Strategic Outcome No. 4: Environmental Health.

RECOMMENDED ACTION

It is recommended that the City Council read by title only, waive further reading, introduce Ordinance No. 1156, and place it on the December 14, 2021 agenda for adoption.

CITY OF PARAMOUNT
LOS ANGELES COUNTY, CALIFORNIA

ORDINANCE NO. 1156
MANDATORY ORGANIC WASTE DISPOSAL
REDUCTION

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF PARAMOUNT AMENDING TITLE 13 (PUBLIC SERVICES) OF THE PARAMOUNT MUNICIPAL CODE BY ADDING CHAPTER 13.09, ESTABLISHING REGULATIONS FOR MANDATORY ORGANIC WASTE DISPOSAL REDUCTION REQUIRED UNDER STATE LAW SENATE BILL 1383

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

SECTION 1. PURPOSE AND FINDINGS. The City Council finds and declares as follows:

- A. State recycling law, Assembly Bill 939 of 1989, the California Integrated Waste Management Act of 1989 (California Public Resources Code Section 40000, et seq., as amended, supplemented, superseded, and replaced from time to time), requires cities and counties to reduce, reuse, and recycle (including composting) solid waste generated in their jurisdictions to the maximum extent feasible before any incineration or landfill disposal of waste, to conserve water, energy, and other natural resources, and to protect the environment; and
- B. State recycling law, Assembly Bill 341 of 2011 (approved by the Governor of the State of California on October 5, 2011, which amended Sections 41730, 41731, 41734, 41735, 41736, 41800, 42926, 44004, and 50001 of, and added Sections 40004, 41734.5, and 41780.01 and Chapter 12.8 (commencing with Section 42649) to Part 3 of Division 30 of, and added and repealed Section 41780.02 of, the Public Resources Code, as amended, supplemented, superseded and replaced from time to time), places requirements on businesses and multi-family property owners that generate a specified threshold amount of solid waste to arrange for recycling services and requires jurisdictions to implement a Mandatory Commercial Recycling program; and
- C. State organics recycling law, Assembly Bill 1826 of 2014 (approved by the Governor of the State of California on September 28, 2014, which added Chapter 12.9 (commencing with Section 42649.8) to Part 3 of Division 30 of the Public Resources Code, relating to solid waste, as amended, supplemented, superseded, and replaced from time to time), requires businesses and multi-family property owners that generate a specified threshold amount of solid waste, recycling, and organic waste per week to arrange for recycling services for that waste, requires jurisdictions to

implement a recycling program to divert organic waste from businesses subject to the law, and requires jurisdictions to implement a Mandatory Commercial Organics Recycling program; and

- D. Senate Bill 1383 (SB 1383), the Short-lived Climate Pollutant Reduction Act of 2016, requires CalRecycle to develop regulations to reduce organics in landfills as a source of methane. The regulations place requirements on multiple entities including cities, residential households, commercial businesses and business owners, commercial edible food generators, haulers, self-haulers, food recovery organizations, and food recovery services to support achievement of statewide organic waste disposal reduction targets; and
- E. SB 1383, the Short-lived Climate Pollutant Reduction Act of 2016, requires jurisdictions to adopt and enforce an ordinance or enforceable mechanism to implement relevant provisions of SB 1383 Regulations. This Ordinance will also help reduce food insecurity by requiring commercial edible food generators to arrange to have the maximum amount of their edible food, that would otherwise be disposed, be recovered for human consumption; and
- F. Requirements under this Ordinance are consistent with other adopted goals and policies of the City of Paramount ("City") including: the 50% diversion goal, procurement ordinance, C&D recovery ordinance, greenhouse gas reduction goals, and similar City programs.

SECTION 2. The Recitals set forth hereinabove are true and correct and incorporated herein by reference as if fully set forth herein.

SECTION 3. Chapter 13.09 of Title 13 of the Paramount Municipal Code is hereby added to read as follows:

Mandatory Organic Waste Disposal Reduction

13.09.010 Definitions.

For the purposes of this Chapter, the following words and phrases shall have the meanings respectively ascribed to them by this Section.

Black Container. Has the same meaning as in 14 CCR Section 18982.2(a)(28) and shall be used for the purpose of storage and collection of Black Container Waste.

Black Container Waste. Solid Waste that is collected in a Black Container that is part of a two- or three-container Organic Waste collection service that prohibits the placement of Organic Waste in the Black Container as specified in 14 CCR Sections 18984.1(a) and (b), or as otherwise defined in 14 CCR Section 17402(a)(6.5); unless such Solid Waste is processed at

a qualifying High Diversion Organic Waste Processing Facility as defined hereinbelow.

Blue Container. Has the same meaning as in 14 CCR Section 18982.2(a)(5) and shall be used for the purpose of storage and collection of Source Separated Recyclable Materials or Source Separated Blue Container Organic (Fiber) Waste.

CalRecycle. California's Department of Resources Recycling and Recovery, which is the Department designated with responsibility for developing, implementing, and enforcing SB 1383 Regulations on agencies (and others).

California Code of Regulations of CCR. State of California Code of Regulations. CCR references in this Chapter are preceded with a number that refers to the relevant Title of the CCR (e.g., "14 CCR" refers to Title 14 of CCR).

Commercial Business. A firm, partnership, proprietorship, joint-stock company, corporation, or association, whether for-profit or nonprofit, strip mall, industrial facility, or a multifamily residential dwelling, or as otherwise defined in 14 CCR Section 18982(a)(6). A Multi-Family Residential Dwelling that consists of fewer than five (5) units is not a Commercial Business for purposes of implementing this Chapter.

Commercial Edible Food Generator. A Tier One or a Tier Two Commercial Edible Food Generator as defined in this Chapter or as otherwise defined in 14 CCR Section 18982(a)(73) and (a)(74). For the purposes of this definition, Food Recovery Organizations and Food Recovery Services are not Commercial Edible Food Generators pursuant to 14 CCR Section 18982(a)(7).

Compliance Review. A review of records by the City to determine compliance with this Chapter.

Community Composting. Any activity that composts green material, agricultural material, food material, and vegetative food material, alone or in combination, and the total amount of feedstock and Compost on-site at any one time does not exceed 100 cubic yards and 750 square feet, as specified in 14 CCR Section 17855(a)(4); or, as otherwise defined by 14 CCR Section 18982(a)(8).

Compost. Has the same meaning as in 14 CCR Section 17896.2(a)(4), which stated, as of the effective date of this ordinance, that "Compost" means the product resulting from the controlled biological decomposition of organic Solid Wastes that are Source Separated from the municipal Solid Waste stream, or which are separated at a centralized facility.

Compostable Plastics of Compostable Plastic. Plastic materials that meet the ASTM D6400 standard for compostability, or as otherwise described in 14 CCR Section 18984.1(a)(1)(A) or 18984.2(a)(1)(C).

Container Contamination. Means a container, regardless of color, that contains Prohibited Container Contaminants, or as otherwise defined in 14 CCR Section 18982(a)(55).

C&D. Means construction and demolition debris.

Designated Source Separated Organic Waste Facility. As defined in 14 CCR Section 18982(14.5), means a Solid Waste facility that accepts a Source Separated Organic Waste collection stream as defined in 14 CCR Section 17402(a)(26.6) and complies with one of the following:

- (1) The facility is a “transfer/processor,” as defined in 14 CCR Section 18815.2(a)(62), that is in compliance with the reporting requirements of 14 CCR Section 18815.5(d), and meets or exceeds an annual average Source Separated organic content Recovery rate of 50 percent between January 1, 2022 and December 31, 2024 and 75 percent on and after January 1, 2025 as calculated pursuant to 14 CCR Section 18815.5(f) for Organic Waste received from the Source Separated Organic Waste collection stream.
 - a. If a transfer/processor has an annual average Source Separated organic content Recovery rate lower than the rate required in Paragraph 1 of this definition for two (2) consecutive reporting periods, or three (3) reporting periods within three (3) years, the facility shall not qualify as a “Designated Source Separated Organic Waste Facility.”
- (2) The facility is a “composting operation” or “composting facility” as defined in 14 CCR Section 18815.2(a)(13), that pursuant to the reports submitted under 14 CCR Section 18815.7 demonstrates that the percent of the material removed for landfill disposal that is Organic Waste is less than the percent specified in 14 CCR Section 17409.5.8(c)(2) or 17409.5.8(c)(3), whichever is applicable, and, if applicable, complies with the digestate handling requirements specified in 14 CCR Section 17896.5.
 - a. If the percent of the material removed for landfill disposal that is Organic Waste is more than the percent specified in 14 CCR Section 17409.5.8(c)(2) or 17409.5.8(c)(3), for two (2) consecutive reporting periods, or three (3) reporting periods within three (3) years, the facility shall not qualify as a “Designated Source Separated Organic Waste Facility.” For the purposes of this ordinance, the reporting periods shall be consistent with those defined in 14 CCR Section 18815.2(a)(49).

Designee. An entity that the City contracts with or otherwise arranges to carry out any of the City’s responsibilities of this Chapter as authorized in 14 CCR Section 18981.2. A Designee may be a government entity, a hauler, a private entity, or a combination of those entities.

Edible Food. Food intended for human consumption, or as otherwise defined in 14 CCR Section 18982(a)(18). For the purposes of this Chapter or as otherwise defined in 14 CCR Section 18982(a)(18), “Edible Food” is not Solid Waste if it is recovered and not discarded. Nothing in this Chapter or in 14 CCR, Division 7, Chapter 12 requires or authorizes the Recovery of Edible Food that does not meet the food safety requirements of the California Retail Food Code.

Enforcement Action. An action of the City to address non-compliance with this Chapter including, but not limited to, issuing administrative citations, fines, penalties, or using other remedies.

Excluded Waste. Hazardous substance, hazardous waste, infectious waste, designated waste, volatile, corrosive, medical waste, infectious, regulated

radioactive waste, and toxic substances or material that facility operator(s), which receive materials from the City and its generators, reasonably believe(s) would, as a result of or upon acceptance, transfer, processing, or disposal, be a violation of local, State, or Federal law, regulation, or ordinance, including: land use restrictions or conditions, waste that cannot be disposed of in Class III landfills or accepted at the facility by permit conditions, waste that in City's, or its Designee's reasonable opinion would present a significant risk to human health or the environment, cause a nuisance or otherwise create or expose City, or its Designee, to potential liability; but not including de minimis volumes or concentrations of waste of a type and amount normally found in Single-Family or Multi-Family Solid Waste after implementation of programs for the safe collection, processing, recycling, treatment, and disposal of batteries and paint in compliance with Sections 41500 and 41802 of the California Public Resources Code. Excluded Waste does not include used motor oil and filters, household batteries, universal wastes, and/or latex paint when such materials are defined as allowable materials for collection through the City's collection programs and the generator or customer has properly placed the materials for collection pursuant to instructions provided by City or its Designee for collection services.

Food Distributor. A company that distributes food to entities including, but not limited to, Supermarkets and Grocery Stores, or as otherwise defined in 14 CCR Section 18982(a)(22).

Food Facility. The same meaning as in Section 113789 of the Health and Safety Code.

Food Recovery. Actions to collect and distribute food for human consumption that otherwise would be disposed, or as otherwise defined in 14 CCR Section 18982(a)(24).

Food Recovery Organization. an entity that engages in the collection or receipt of Edible Food from Commercial Edible Food Generators and distributes that Edible Food to the public for Food Recovery either directly or through other entities or as otherwise defined in 14 CCR Section 18982(a)(25), including, but not limited to:

- (1) A food bank as defined in Section 113783 of the Health and Safety Code;
- (2) A nonprofit charitable organization as defined in Section 113841 of the Health and Safety code; and,
- (3) A nonprofit charitable temporary food facility as defined in Section 113842 of the Health and Safety Code.

A Food Recovery Organization is not a Commercial Edible Food Generator for the purposes of this Chapter and implementation of 14 CCR, Division 7, Chapter 12 pursuant to 14 CCR Section 18982(a)(7).

If the definition in 14 CCR Section 18982(a)(25) for Food Recovery Organization differs from this definition, the definition in 14 CCR Section 18982(a)(25) shall apply to this ordinance.

Food Recovery Service. A person or entity that collects and transports Edible Food from a Commercial Edible Food Generator to a Food Recovery Organization or other entities for Food Recovery, or as otherwise defined in

14 CCR Section 18982(a)(26). A Food Recovery Service is not a Commercial Edible Food Generator for the purposes of this Chapter and implementation of 14 CCR, Division 7, Chapter 12 pursuant to 14 CCR Section 18982(a)(7).

Food Scraps. All food such as, but not limited to, fruits, vegetables, meat, poultry, seafood, shellfish, bones, rice, beans, pasta, bread, cheese, and eggshells. Food Scraps excludes fats, oils, and grease when such materials are Source Separated from other Food Scraps.

Food Service Provider. An entity primarily engaged in providing food services to institutional, governmental, Commercial, or industrial locations of others based on contractual arrangements with these types of organizations, or as otherwise defined in 14 CCR Section 18982(a)(27).

Food-Soiled Paper. Compostable paper material that has come in contact with food or liquid, such as, but not limited to, compostable paper plates, paper coffee cups, napkins, pizza boxes, and milk cartons.

Food Waste. Food Scraps, Food-Soiled Paper, and Compostable Plastics.

Green Container. Has the same meaning as in 14 CCR Section 18982.2(a)(29) and shall be used for the purpose of storage and collection of Source Separated Green Container Organic Waste.

Grocery Store. A store primarily engaged in the retail sale of canned food; dry goods; fresh fruits and vegetables; fresh meats, fish, and poultry; and any area that is not separately owned within the store where the food is prepared and served, including a bakery, deli, and meat and seafood departments, or as otherwise defined in 14 CCR Section 18982(a)(30).

Hauler Route. The designated itinerary or sequence of stops for each segment of the City's collection service area, or as otherwise defined in 14 CCR Section 18982(a)(31.5).

High Diversion Organic Waste Processing Facility. A facility that is in compliance with the reporting requirements of 14 CCR Section 18815.5(d) and meets or exceeds an annual average Mixed Waste organic content Recovery rate of 50 percent between January 1, 2022 and December 31, 2024, and 75 percent after January 1, 2025, as calculated pursuant to 14 CCR Section 18815.5(e) for Organic Waste received from the "Mixed waste organic collection stream" as defined in 14 CCR Section 17402(a)(11.5); or, as otherwise defined in 14 CCR Section 18982(a)(33).

Inspection. A site visit where the City reviews records, containers, and an entity's collection, handling, recycling, or landfill disposal of Organic Waste or Edible Food handling to determine if the entity is complying with requirements set forth in this ordinance, or as otherwise defined in 14 CCR Section 18982(a)(35).

City. Means the City of Paramount unless otherwise designated or defined.

City Enforcement Official. The city manager, county administrative official, chief operating officer, executive director, or other executive in charge or their authorized Designee(s) who is/are partially or whole responsible for enforcing the ordinance. See also "Regional or County Agency Enforcement Official".

Large Event. An event, including, but not limited to, a sporting event or a flea market, that charges an admission price, or is operated by a local agency,

and serves an average of more than 2,000 individuals per day of operation of the event, at a location that includes, but is not limited to, a public, nonprofit, or privately owned park, parking lot, golf course, street system, or other open space when being used for an event. If the definition in 14 CCR Section 18982(a)(38) differs from this definition, the definition in 14 CCR Section 18982(a)(38) shall apply to this ordinance.

Large Venue. A permanent venue facility that annually seats or serves an average of more than 2,000 individuals within the grounds of the facility per day of operation of the venue facility. For purposes of this Chapter and implementation of 14 CCR, Division 7, Chapter 12, a venue facility includes, but is not limited to, a public, nonprofit, or privately owned or operated stadium, amphitheater, arena, hall, amusement park, conference or civic center, zoo, aquarium, airport, racetrack, horse track, performing arts center, fairground, museum, theater, or other public attraction facility. For purposes of this Chapter and implementation of 14 CCR, Division 7, Chapter 12, a site under common ownership or control that includes more than one Large Venue that is contiguous with other Large Venues in the site, is a single Large Venue. If the definition in 14 CCR Section 18982(a)(39) differs from this definition, the definition in 14 CCR Section 18982(a)(39) shall apply to this Chapter.

Local Education Agency. A school district, charter school, or county office of education that is not subject to the control of city or county regulations related to Solid Waste, or as otherwise defined in 14 CCR Section 18982(a)(40).

Mixed Waste Organic Collection Stream. Or “Mixed Waste” means Organic Waste collected in a container that is required by 14 CCR Sections 18984.1, 18984.2 or 18984.3 to be taken to a High Diversion Organic Waste Processing Facility or as otherwise defined in 14 CCR Section 17402(a)(11.5).

Multi-Family Residential Dwelling. Or “Multi-Family” means of, from, or pertaining to residential premises with five (5) or more dwelling units. Multi-Family premises do not include hotels, motels, or other transient occupancy facilities, which are considered Commercial Businesses.

MWELo. Refers to the Model Water Efficient Landscape Ordinance (MWELo), 23 CCR, Division 2, Chapter 2.7.

Non-Compostable Paper. Includes but is not limited to paper that is coated in a plastic material that will not breakdown in the composting process, or as otherwise defined in 14 CCR Section 18982(a)(41).

Non-Local Entity. Means the following entities that are not subject to the City’s enforcement authority, or as otherwise defined in 14 CCR Section 18982(a)(42):

- (1) Special district(s) located within the boundaries of the City,
- (2) Federal facilities, including military installations, located within the boundaries of the City,
- (3) Prison(s) located within the boundaries of the City,
- (4) Facilities operated by the State park system located within the boundaries of the City,

- (5) Public universities (including community colleges) located within the boundaries of the City,
- (6) County fairgrounds located within the boundaries of the City,
- (7) State agencies located within the boundaries of the City,

Non-Organic Recyclables. Non-putrescible and non-hazardous recyclable wastes including but not limited to bottles, cans, metals, plastics and glass, or as otherwise defined in 14 CCR Section 18982(a)(43).

Notice of Violation (NOV). Means a notice that a violation has occurred that includes a compliance date to avoid an action to seek penalties, or as otherwise defined in 14 CCR Section 18982(a)(45) or further explained in 14 CCR Section 18995.4.

Organic Waste. Solid Wastes containing material originated from living organisms and their metabolic waste products, including but not limited to food, green material, landscape and pruning waste, organic textiles and carpets, lumber, wood, Paper Products, Printing and Writing Paper, manure, biosolids, digestate, and sludges or as otherwise defined in 14 CCR Section 18982(a)(46). Biosolids and digestate are as defined by 14 CCR Section 18982(a).

Organic Waste Generator. A person or entity that is responsible for the initial creation of Organic Waste, or as otherwise defined in 14 CCR Section 18982(a)(48).

Paper Products. Include, but are not limited to, paper janitorial supplies, cartons, wrapping, packaging, file folders, hanging files, corrugated boxes, tissue, and toweling, or as otherwise defined in 14 CCR Section 18982(a)(51).

Printing and Writing Papers. Include, but are not limited to, copy, xerographic, watermark, cotton fiber, offset, forms, computer printout paper, white wove envelopes, manila envelopes, book paper, note pads, writing tablets, newsprint, and other uncoated writing papers, posters, index cards, calendars, brochures, reports, magazines, and publications, or as otherwise defined in 14 CCR Section 18982(a)(54).

Prohibited Container Contaminants. Means the following: (i) discarded materials placed in the Blue Container that are not identified as acceptable Source Separated Recyclable Materials for the City's Blue Container; (ii) discarded materials placed in the Green Container that are not identified as acceptable Source Separated Green Container Organic Waste for the City's Green Container; (iii) discarded materials placed in the Black Container that are acceptable Source Separated Recyclable Materials and/or Source Separated Green Container Organic Wastes to be placed in City's Green Container and/or Blue Container; and, (iv) Excluded Waste placed in any container.

Recovered Organic Waste Products. Products made from California, landfill-diverted recovered Organic Waste processed in a permitted or otherwise authorized facility, or as otherwise defined in 14 CCR Section 18982(a)(60).

Recovery. Any activity or process described in 14 CCR Section 18983.1(b), or as otherwise defined in 14 CCR Section 18982(a)(49).

Recycled-Content Paper. Paper Products and Printing and Writing Paper that consists of at least 30 percent, by fiber weight, postconsumer fiber, or as otherwise defined in 14 CCR Section 18982(a)(61).

Regional Agency. Regional agency as defined in Public Resources Code Section 40181.

Regional or County Agency Enforcement Official. A regional or county agency enforcement official, designated by the City with responsibility for enforcing the Chapter in conjunction or consultation with City Enforcement Official.

Remote Monitoring. The use of the internet of things (IoT) and/or wireless electronic devices to visualize the contents of Blue, Green and Black Containers for purposes of identifying the quantity of materials in containers (level of fill) and/or presence of Prohibited Container Contaminants.

Renewable Gas. Gas derived from Organic Waste that has been diverted from a California landfill and processed at an in-vessel digestion facility that is permitted or otherwise authorized by 14 CCR to recycle Organic Waste, or as otherwise defined in 14 CCR Section 18982(a)(62).

Restaurant. An establishment primarily engaged in the retail sale of food and drinks for on-premises or immediate consumption, or as otherwise defined in 14 CCR Section 18982(a)(64).

Route Review. A visual Inspection of containers along a Hauler Route for the purpose of determining Container Contamination and may include mechanical Inspection methods such as the use of cameras, or as otherwise defined in 14 CCR Section 18982(a)(65).

SB 1383. Senate Bill 1383 of 2016 approved by the Governor on September 19, 2016, which added Sections 39730.5, 39730.6, 39730.7, and 39730.8 to the Health and Safety Code, and added Chapter 13.1 (commencing with Section 42652) to Part 3 of Division 30 of the Public Resources Code, establishing methane emissions reduction targets in a Statewide effort to reduce emissions of short-lived climate pollutants as amended, supplemented, superseded, and replaced from time to time.

SB 1383 Regulations or SB 1383 Regulatory. Refers to, for the purposes of this ordinance, the Short-Lived Climate Pollutants: Organic Waste Reduction regulations developed by CalRecycle and adopted in 2020 that created 14 CCR, Division 7, Chapter 12 and amended portions of regulations of 14 CCR and 27 CCR.

Self-Hauler. A person, who hauls Solid Waste, Organic Waste or recyclable material he or she has generated to another person. Self-hauler also includes a person who back-hauls waste, or as otherwise defined in 14 CCR Section 18982(a)(66). Back-haul means generating and transporting Organic Waste to a destination owned and operated by the generator using the generator's own employees and equipment, or as otherwise defined in 14 CCR Section 18982(a)(66)(A).

Single-Family. Of, from, or pertaining to any residential premises with fewer than five (5) units.

Solid Waste. Has the same meaning as defined in State Public Resources Code Section 40191, which defines Solid Waste as all putrescible and nonputrescible solid, semisolid, and liquid wastes, including garbage, trash, refuse, paper, rubbish, ashes, industrial wastes, demolition and construction wastes, abandoned vehicles and parts thereof, discarded home and industrial appliances, dewatered, treated, or chemically fixed sewage sludge which is not hazardous waste, manure, vegetable or animal

solid and semi-solid wastes, and other discarded solid and semisolid wastes, with the exception that Solid Waste does not include any of the following wastes:

- (1) Hazardous waste, as defined in the State Public Resources Code Section 40141.
- (2) Radioactive waste regulated pursuant to the State Radiation Control Law (Chapter 8 (commencing with Section 114960) of Part 9 of Division 104 of the State Health and Safety Code).
- (3) Medical waste regulated pursuant to the State Medical Waste Management Act (Part 14 (commencing with Section 117600) of Division 104 of the State Health and Safety Code). Untreated medical waste shall not be disposed of in a Solid Waste landfill, as defined in State Public Resources Code Section 40195.1. Medical waste that has been treated and deemed to be Solid Waste shall be regulated pursuant to Division 30 of the State Public Resources Code.

Source Separated. Materials, including commingled recyclable materials, that have been separated or kept separate from the Solid Waste stream, at the point of generation, for the purpose of additional sorting or processing those materials for recycling or reuse in order to return them to the economic mainstream in the form of raw material for new, reused, or reconstituted products, which meet the quality standards necessary to be used in the marketplace, or as otherwise defined in 14 CCR Section 17402.5(b)(4). For the purposes of the ordinance, Source Separated shall include separation of materials by the generator, property owner, property owner's employee, property manager, or property manager's employee into different containers for the purpose of collection such that Source Separated materials are separated from refuse container or other Solid Waste for the purposes of collection and processing.

Source Separated Blue Container Organic Waste. Source Separated Organic Wastes (e.g., paper fiber) that can be placed in a Blue Container that is limited to the collection of those Organic Wastes and Non-Organic Recyclables as defined in Section 18982(a)(43), or as otherwise defined by Section 17402(a)(18.7).

Source Separated Green Container Organic Waste. Source Separated Organic Waste that can be placed in a Green Container that is specifically intended for the separate collection of Organic Waste by the generator, excluding Source Separated Blue Container Organic Waste, carpets, Non-Compostable Paper, and textiles.

Source Separated Recyclable Materials. Source Separated Non-Organic Recyclables and Source Separated Blue Container Organic Waste.

State. The State of California.

Supermarket. A full-line, self-service retail store with gross annual sales of two million dollars (\$2,000,000), or more, and which sells a line of dry grocery, canned goods, or nonfood items and some perishable items, or as otherwise defined in 14 CCR Section 18982(a)(71).

Tier One Commercial Edible Food Generator. A Commercial Edible Food Generator is defined as any one of the following:

- (1) Supermarket.
- (2) Grocery Store with a total facility size equal to or greater than 10,000 square feet.
- (3) Food Service Provider.
- (4) Food Distributor.
- (5) Wholesale Food Vendor.

If the definition in 14 CCR Section 18982(a)(73) of Tier One Commercial Edible Food Generator differs from this definition, the definition in 14 CCR Section 18982(a)(73) shall apply to this Chapter.

Tier Two Commercial Edible Food Generator. A Commercial Edible Food Generator is defined as any one of the following:

- (1) Restaurant with 250 or more seats, or a total facility size equal to or greater than 5,000 square feet.
- (2) Hotel with an on-site Food Facility and 200 or more rooms.
- (3) Health facility with an on-site Food Facility and 100 or more beds.
- (4) Large Venue.
- (5) Large Event.
- (6) A State agency with a cafeteria with 250 or more seats or total cafeteria facility size equal to or greater than 5,000 square feet.
- (7) A Local Education Agency facility with an on-site Food Facility.

If the definition in 14 CCR Section 18982(a)(74) of Tier Two Commercial Edible Food Generator differs from this definition, the definition in 14 CCR Section 18982(a)(74) shall apply to this ordinance.

Uncontainerized Green Waste and Yard Waste Collection Service or Uncontainerized Service.

A collection service that collects green waste and yard waste that is placed in a pile or bagged for collection on the street in front of a generator's house or place of business for collection and transport to a facility that recovers Source Separated Organic Waste, or as otherwise defined in 14 CCR Section 189852(a)(75).

Wholesale Food Vendor. A business or establishment engaged in the merchant wholesale distribution of food, where food (including fruits and vegetables) is received, shipped, stored, prepared for distribution to a retailer, warehouse, distributor, or other destination, or as otherwise defined in 14 CCR Section 189852(a)(76).

13.09.020 REQUIREMENTS FOR SINGLE-FAMILY GENERATORS.

Single-Family Organic Waste Generators shall comply with the following requirements excepting single-family generators that meet the self-hauling requirements of Section 13.09.080 of this Chapter or who practice onsite home composting and/or grasscycling and do not generate defined organic wastes for collection.

- A. Shall subscribe to Organic Waste separate collection services for all Organic Waste generated as described below in Section 4(b). City shall have the right to review the number and size of a generator's containers to evaluate adequacy of capacity provided for each type of collection service for proper separation of materials and containment of materials; and,

Single-Family generators shall adjust its service level for its collection services as requested by the City. Generators may additionally manage their Organic Waste (and meeting the exception provision above) by preventing or reducing their Organic Waste, managing Organic Waste on site, and/or using a Community Composting site pursuant to 14 CCR Section 18984.9(c).

B. Shall participate in the City's Organic Waste collection service(s) by placing designated materials in designated containers as described below and shall not place Prohibited Container Contaminants in collection containers.

1. A collection container service using either A or B below:

a. Generator shall place Source Separated Green Container Organic Waste, including food waste, in the Green Container; Source Separated Recyclable Materials in the Blue Container; and Black Container Waste in the Black Container. Generators shall not place materials designated for the Black Container into the Green Container or Blue Container.

b. Generator shall place Source Separated Food Waste in a Brown Container; Green Container Organic Waste, except food waste, in the Green Container; Source Separated Recyclable Materials in the Blue Container; and Mixed Waste (anything else not designated above) in the Black Container. Generator shall not place materials designated for the Green Containers, Brown Containers, or Blue Containers in the Black Containers.

13.09.030 REQUIREMENTS FOR COMMERCIAL BUSINESSES.

Generators that are Commercial Businesses, including Multi-Family Residential Dwellings, shall:

A. Subscribe to City's approved collection container services and comply with requirements of those services as described below in Section 13.09.030(B), except commercial businesses that meet the self-hauler requirements in Section 13.09.080 of this ordinance. City shall have the right to review the number and size of a generator's containers and frequency of collection to evaluate adequacy of capacity provided for each type of collection service for proper separation of materials and containment of materials; and, Commercial Businesses shall adjust their service level for their collection services as requested by the City.

B. Except commercial businesses that meet the self-hauler requirements in Section 13.09.080 of this ordinance, participate in the City's Organic Waste collection service(s) by placing designated materials in designated containers as described below.

1. An approved collection container service shall include one of the following:
 - a. Generator shall place Source Separated Lime Green Container Organic Waste, including food waste, in the Lime Green Container; Source Separated Recyclable Materials in the Blue Container, if available; and Black Container Waste in the Black Container. Generator shall not place materials designated for the Black Container into the Lime Green Container or Blue Container. Black container waste must be mixed waste processed at a diversion facility that achieves the minimum diversion rate for organic waste recovery if a blue container and Lime green container are not provided.
 - b. Generator shall place Source Separated food waste in the designated container labeled for organic waste; source separated green organics in the green container; Source Separated Recyclable Materials in the Blue Container; and Mixed Waste (anything else not designated above) in the Black Container. Generator shall not place materials designated for the three-plus container, Green Container or Blue Container in the Black Container.
- C. Supply and allow access to adequate number, size and location of collection containers with sufficient labels or colors (conforming with Sections 13.09.030(D)(1) and (D)(2) below) for employees, contractors, tenants, and customers, consistent with City's, blue container, green container, brown container, and black Container collection service or, if self-hauling, per the Commercial Businesses' instructions to support its compliance with its self-haul program, in accordance with this Chapter.
- D. Excluding Multi-Family Residential Dwellings, provide containers for the collection of Source Separated Green Container Organic Waste and Source Separated Recyclable Materials in all indoor and outdoor areas where disposal containers are provided for customers, for materials generated by that business. Such containers do not need to be provided in restrooms. If a Commercial Business does not generate any of the materials that would be collected in one type of container, then the business does not have to provide that particular container in all areas where disposal containers are provided for customers. Pursuant to 14 CCR Section 18984.9(b), the containers provided by the business shall have either:
 1. A body or lid that conforms with the container colors provided through the collection service provided by the City, with either lids conforming to the color requirements or bodies conforming to the color requirements or both lids and bodies conforming to color requirements. A Commercial Business is not required to replace functional containers, including containers purchased prior to

January 1, 2022, that do not comply with the requirements of the subsection prior to the end of the useful life of those containers, or prior to January 1, 2036, whichever comes first.

2. Container labels that include language or graphic images, or both, indicating the primary material accepted and the primary materials prohibited in that container, or containers with imprinted text or graphic images that indicate the primary materials accepted and primary materials prohibited in the container. Pursuant 14 CCR Section 18984.8, the container labeling requirements are required on new containers commencing January 1, 2022.
- E. Multi-Family Residential Dwellings are not required to comply with container placement requirements or labeling requirement in Section 13.09.030(D) pursuant to 14 CCR Section 18984.9(b).
 - F. To the extent practical through education, training, Inspection, and/or other measures, excluding Multi-Family Residential Dwellings, prohibit employees from placing materials in a container not designated for those materials per the City's designated organic waste container, Blue Container, Green Container, and black Container collection service; or, if self-hauling, per the Commercial Businesses' instructions to support its compliance with its self-haul program, in accordance with this Chapter.
 - G. Excluding Multi-Family Residential Dwellings, periodically inspect Blue Containers, Green Containers, three-plus containers, if available, and black Containers for contamination and inform employees if containers are contaminated and of the requirements to keep contaminants out of those containers pursuant to 14 CCR Section 18984.9(b)(3).
 - H. Annually provide information to employees, contractors, tenants, and customers about Organic Waste Recovery requirements and about proper sorting of source separated brown container food waste, source separated green container organic waste, and source separated recyclable materials.
 - I. Provide education information before or within fourteen (14) days of occupation of the premises to new tenants that describes requirements to keep source separated green container organic waste, including food waste (or a three-plus container for food waste only), and source separated recyclable materials separate from black Container Waste (when applicable) and the location of containers and the rules governing their use at each property.
 - J. Provide or arrange access for City or its agent to their properties during all Inspections conducted in accordance with this Chapter and to confirm compliance with the requirements of this Chapter.
 - K. Accommodate and cooperate with City's Remote Monitoring program for Inspection of the contents of containers for Prohibited Container

Contaminants, which may be implemented at a later date to evaluate generator's compliance with Section 13.09.030(B). The Remote Monitoring program shall involve installation of Remote Monitoring equipment on or in all container types.

- L. At Commercial Business's option and subject to any approval required from the City, implement a Remote Monitoring program for Inspection of the contents of every type of container used for food waste, organic waste, recyclables and mixed waste for the purpose of monitoring the contents of containers to determine appropriate levels of service and to identify Prohibited Container Contaminants. Generators may install Remote Monitoring devices on or in all container types subject to written notification to or approval by the City or its designee.
- M. If a Commercial Business wants to self-haul, meet the Self-Hauler requirements pursuant to the provisions of this Chapter.
- N. Nothing in this Section prohibits a generator from preventing or reducing waste generation, managing Organic Waste on site, or using a Community Composting site pursuant to 14 CCR Section 18984.9(c).
- O. Commercial Businesses that are Tier One or Tier Two Commercial Edible Food Generators shall comply with Food Recovery requirements, pursuant to this Chapter.

13.09.040 WAIVERS FOR GENERATORS.

- A. De Minimis Waivers. The City may waive a Commercial Business' obligation (including Multi-Family Residential Dwellings) to comply with some or all of the Organic Waste requirements of this Chapter if the Commercial Business provides documentation that the business generates below a certain amount of Organic Waste material as described in Section 13.09.040 (A)(2) below. Commercial Businesses requesting a de minimis waiver shall:
 - 1. Submit an application specifying the services that they are requesting a waiver from and provide documentation as noted in Section 13.09.040 (A)(2) below.
 - 2. Provide documentation that either:
 - a. The Commercial Business' total Solid Waste collection service is two cubic yards or more per week and Organic Waste subject to collection in a Blue Container or Green Container comprises less than 20 gallons per week per applicable container of the business' total waste; or,
 - b. The Commercial Business' total Solid Waste collection service is less than two cubic yards per week and Organic

Waste subject to collection in a Blue Container or Green Container comprises less than 10 gallons per week per applicable container of the business' total waste.

3. Notify City if circumstances change such that Commercial Business's Organic Waste exceeds threshold required for waiver, in which case waiver will be rescinded.
 4. Provide written verification of eligibility for de minimis waiver every 5 years, if City has approved de minimis waiver.
- B. Physical Space Waivers. City may waive a Commercial Business' or property owner's obligations (including Multi-Family Residential Dwellings) to comply with some or all of the recyclable materials and/or Organic Waste collection service requirements if the City has evidence from its own staff, a hauler, licensed architect, or licensed engineer demonstrating that the premises lacks adequate space for the collection containers required for compliance with the Organic Waste collection requirements under this Chapter.
- A Commercial Business or property owner may request a physical space waiver through the following process:
1. Submit an application form specifying the type(s) of collection services for which they are requesting a compliance waiver.
 2. Provide documentation that the premises lacks adequate space for three-plus containers and/or blue containers and/or green containers including documentation from its hauler, licensed architect, or licensed engineer.
 3. Provide written verification to City that it is still eligible physical space waiver every five years, if City has approved application for a physical space waiver.
- C. Collection Frequency Waiver City, at its discretion and in accordance with 14 CCR Section 18984.11(a)(3), may allow the owner or tenant of any residence, premises, business establishment or industry that subscribes to the City's three-container collection service to arrange for the collection of their blue container, green container (and/or three-plus container for food waste only), and black container, once every fourteen days, rather than once per week.

13.09.050 REQUIREMENTS FOR COMMERCIAL EDIBLE FOOD GENERATORS

- A. Tier One Commercial Edible Food Generators must comply with the requirements of this Section 13.09.050 commencing January 1, 2022, and

Tier Two Commercial Edible Food Generators must comply commencing January 1, 2024, pursuant to 14 CCR Section 18991.3.

- B. Large Venue or Large Event operators not providing food services, but allowing for food to be provided by others, shall require Food Facilities operating at the Large Venue or Large Event to comply with the requirements of this Section, commencing January 1, 2024.
- C. Commercial Edible Food Generators shall comply with the following requirements:
 - 1. Arrange to recover the maximum amount of Edible Food that would otherwise be disposed.
 - 2. Contract with or enter into a written agreement with Food Recovery Organizations or Food Recovery Services for: (i) the collection of Edible Food for Food Recovery; or, (ii) acceptance of the Edible Food that the Commercial Edible Food Generator self-hauls to the Food Recovery Organization for Food Recovery.
 - 3. Shall not intentionally spoil Edible Food that is capable of being recovered by a Food Recovery Organization or a Food Recovery Service.
 - 4. Allow City's designated enforcement entity or designated third party enforcement entity to access the premises and review records pursuant to 14 CCR Section 18991.4.
 - 5. Keep records that include the following information, or as otherwise specified in 14 CCR Section 18991.4:
 - a. A list of each Food Recovery Service or organization that collects or receives its Edible Food pursuant to a contract or written agreement established under 14 CCR Section 18991.3(b).
 - b. A copy of all contracts or written agreements established under 14 CCR Section 18991.3(b).
 - c. A record of the following information for each of those Food Recovery Services or Food Recovery Organizations:
 - i. The name, address and contact information of the Food Recovery Service or Food Recovery Organization.

- ii. The types of food that will be collected by or self-hauled to the Food Recovery Service or Food Recovery Organization.
 - iii. The established frequency that food will be collected or self-hauled.
 - iv. The quantity of food, measured in pounds recovered per month, collected or self-hauled to a Food Recovery Service or Food Recovery Organization for Food Recovery.
- D. Nothing in this Chapter shall be construed to limit or conflict with the protections provided by the California Good Samaritan Food Donation Act of 2017, the Federal Good Samaritan Act, or share table and school food donation guidance pursuant to Senate Bill 557 of 2017 (approved by the Governor of the State of California on September 25, 2017, which added Article 13 [commencing with Section 49580] to Chapter 9 of Part 27 of Division 4 of Title 2 of the Education Code, and to amend Section 114079 of the Health and Safety Code, relating to food safety, as amended, supplemented, superseded and replaced from time to time).

13.09.060 REQUIREMENTS FOR FOOD RECOVERY ORGANIZATIONS AND SERVICES

- A. Food Recovery Services collecting or receiving Edible Food directly from Commercial Edible Food Generators, via a contract or written agreement established under 14 CCR Section 18991.3(b), shall maintain the following records, or as otherwise specified by 14 CCR Section 18991.5(a)(1):
 - 1. The name, address, and contact information for each Commercial Edible Food Generator from which the service collects Edible Food.
 - 2. The quantity in pounds of Edible Food collected from each Commercial Edible Food Generator per month.
 - 3. The quantity in pounds of Edible Food transported to each Food Recovery Organization per month.
 - 4. The name, address, and contact information for each Food Recovery Organization that the Food Recovery Service transports Edible Food to for Food Recovery.
- B. Food Recovery Organizations collecting or receiving Edible Food directly from Commercial Edible Food Generators, via a contract or written agreement established under 14 CCR Section 18991.3(b), shall maintain the following records, or as otherwise specified by 14 CCR Section 18991.5(a)(2):

1. The name, address, and contact information for each Commercial Edible Food Generator from which the organization receives Edible Food.
 2. The quantity in pounds of Edible Food received from each Commercial Edible Food Generator per month.
 3. The name, address, and contact information for each Food Recovery Service that the organization receives Edible Food from for Food Recovery.
- C. Food Recovery Organizations and Food Recovery Services that have their primary address physically located in the City and contract with or have written agreements with one or more Commercial Edible Food Generators pursuant to 14 CCR Section 18991.3(b) shall report to the City it is located in the total pounds of Edible Food recovered in the previous calendar year from the Tier One and Tier Two Commercial Edible Food Generators they have established a contract or written agreement with pursuant to 14 CCR Section 18991.3(b) as early as January 1, 2022.
- D. Food Recovery Capacity Planning
1. Food Recovery Services and Food Recovery Organizations. In order to support Edible Food Recovery capacity planning assessments or other studies conducted by the County, City, special district that provides solid waste collection services, or its designated entity, Food Recovery Services and Food Recovery Organizations operating in the City shall provide information and consultation to the City, upon request, regarding existing, or proposed new or expanded, Food Recovery capacity that could be accessed by the City and its Commercial Edible Food Generators. A Food Recovery Service or Food Recovery Organization contacted by the City shall respond to such request for information within 60 days, unless a shorter timeframe is otherwise specified by the City.

13.09.070 REQUIREMENTS FOR HAULERS AND FACILITY OPERATORS

- A. Requirements for Haulers - Exclusive franchised Hauler
1. The City's exclusive franchised hauler, which provides residential, Commercial, and industrial Organic Waste collection services to generators within the City's boundaries, shall meet the following requirements and standards as a condition of approval of a contract, agreement, or other authorization with the City to collect Organic Waste:
 - a. Through written notice to the City annually on or before January 1, 2022, identify the facilities to which they will

transport Organic Waste including facilities for source separated blue container recyclable materials, source separated green container organic waste, and three-plus container food waste.

- b. Transport source separated blue container recyclable materials, source separated green container organic waste, and source separated three-plus container food waste, to a facility, operation, activity, or property that recovers Organic Waste as defined in 14 CCR, Division 7, Chapter 12, Article 2.
 - c. Obtain approval from the City to haul Organic Waste, unless it is transporting Source Separated Organic Waste to a Community Composting site or lawfully transporting C&D in a manner that complies with 14 CCR Section 18989, the provisions of this Chapter, and City's C&D ordinance.
 - 2. The exclusive franchise hauler authorized to collect Organic Waste shall conduct education, and provide equipment, signage, container labeling, container color, contamination monitoring, reporting, and other requirements contained within its franchise agreement entered into with City.
- B. Requirements for Facility Operators and Community Composting Operations
 - 1. Owners of facilities, operations, and activities that recover Organic Waste, including, but not limited to, Compost facilities, in-vessel digestion facilities, and publicly-owned treatment works shall, upon City request, provide information regarding available and potential new or expanded capacity at their facilities, operations, and activities, including information about throughput and permitted capacity necessary for planning purposes. Entities contacted by the City shall respond within 60 days.
 - 2. Community composting operators, upon City request, shall provide information to the City to support Organic Waste capacity planning, including, but not limited to, an estimate of the amount of Organic Waste anticipated to be handled at the Community Composting operation. Entities contacted by the City shall respond within 60 days.

13.09.080 SELF-HAULER REQUIREMENTS

- A. Self-Haulers shall source separate all recyclable materials and Organic Waste (materials that City otherwise requires generators to separate for collection in the City's organics and recycling collection program) generated on-site from Solid Waste in a manner consistent with 14 CCR Sections 18984.1 and 18984.2, or shall haul Organic Waste to a High Diversion Organic Waste Processing Facility as specified in 14 CCR Section 18984.3.
- B. Self-Haulers shall haul their Source Separated Recyclable Materials to a facility that recovers those materials; and haul their Source Separated Green Container Organic Waste to a Solid Waste facility, operation, activity, or property that processes or recovers Source Separated Organic Waste. Alternatively, Self-Haulers may haul Organic Waste to a High Diversion Organic Waste Processing Facility.
- C. Self-Haulers that are Commercial Businesses (including Multi-Family Residential Dwellings) shall keep a record of the amount of Organic Waste delivered to each Solid Waste facility, operation, activity, or property that processes or recovers Organic Waste; this record shall be subject to Inspection by the City. The records shall include the following information:
 - 1. Delivery receipts and weight tickets from the entity accepting the waste.
 - 2. The amount of material in cubic yards or tons transported by the generator to each entity.
 - 3. If the material is transported to an entity that does not have scales on-site, or employs scales incapable of weighing the Self-Hauler's vehicle in a manner that allows it to determine the weight of materials received, the Self-Hauler is not required to record the weight of material but shall keep a record of the entities that received the Organic Waste.
- D. Self-Haulers that are Commercial Businesses (including Multi-Family Self-Haulers) shall provide information collected in this Section 13.09.080(C) to City if requested.
- E. A residential Organic Waste Generator that self-hauls Organic Waste is not required to record or report information in this Section 13.09.080(C) and (D).

13.09.090 COMPLIANCE WITH CALGREEN RECYCLING REQUIREMENTS

- A. Persons applying for a permit from the City for new construction and building additions and alternations shall comply with the requirements of this Section and all required components of the California Green Building Standards Code, 24 CCR, Part 11, known as CalGreen, as amended, if its

project is covered by the scope of CalGreen. If the requirements of CalGreen are more stringent than the requirements of this Section, the CalGreen requirements shall apply.

Project applicants shall refer to City's applicable building and planning code for complete CalGreen requirements.

- B. For projects covered by CalGreen or more stringent requirements of the City, the applicants must, as a condition of the City's permit approval, comply with the following:
1. Where five (5) or more Multi-Family dwelling units are constructed on a building site, provide readily accessible areas that serve occupants of all buildings on the site and are identified for the storage and collection of blue container, green container and three-plus container materials, consistent with the three-plus collection program offered by the City, or comply with provision of adequate space for recycling for Multi-Family and Commercial premises pursuant to Sections 4.408.1, 4.410.2, 5.408.1, and 5.410.1 of the California Green Building Standards Code, 24 CCR, Part 11 as amended provided amended requirements are more stringent than the CalGreen requirements for adequate recycling space effective January 1, 2020.
 2. New Commercial construction or additions resulting in more than 30% of the floor area shall provide readily accessible areas identified for the storage and collection of blue, green and three-plus container materials, consistent with the three-plus container collection program offered by the City, or shall comply with provision of adequate space for recycling for Multi-Family and Commercial premises pursuant to Sections 4.408.1, 4.410.2, 5.408.1, and 5.410.1 of the California Green Building Standards Code, 24 CCR, Part 11 as amended provided amended requirements are more stringent than the CalGreen requirements for adequate recycling space effective January 1, 2020.
 3. Comply with CalGreen requirements and applicable law related to management of C&D, including diversion of Organic Waste in C&D from disposal. Comply with City's C&D regulations, Section 13.20.780 of the Municipal Code, and all written and published City policies and/or administrative guidelines regarding the collection, recycling, diversion, tracking, and/or reporting of C&D.

13.09.100 MODEL WATER EFFICIENT LANDSCAPING REQUIREMENTS

- A. Property owners or their building or landscape designers, including anyone requiring a building or planning permit, plan check, or landscape design review from the City, who are constructing a new (Single-Family, Multi-

Family, public, institutional, or Commercial) project with a landscape area greater than 500 square feet, or rehabilitating an existing landscape with a total landscape area greater than 2,500 square feet, shall comply with Sections 492.6(a)(3)(B) (C), (D), and (G) of the MWELo, including sections related to use of Compost and mulch as delineated in this Section 13.09.100.

- B. The following Compost and mulch use requirements that are part of the MWELo are now also included as requirements of this ordinance. Other requirements of the MWELo are in effect and can be found in 23 CCR, Division 2, Chapter 2.7.
- C. Property owners or their building or landscape designers that meet the threshold for MWELo compliance outlined in this Section 13.09.100(A) above shall:
 - 1. Comply with Sections 492.6 (a)(3)(B)(C),(D) and (G) of the MWELo, which requires the submittal of a landscape design plan with a soil preparation, mulch, and amendments section to include the following:
 - a. For landscape installations, Compost at a rate of a minimum of four cubic yards per 1,000 square feet of permeable area shall be incorporated to a depth of six (6) inches into the soil. Soils with greater than six percent (6%) organic matter in the top six (6) inches of soil are exempt from adding Compost and tilling.
 - b. For landscape installations, a minimum three- (3-) inch layer of mulch shall be applied on all exposed soil surfaces of planting areas except in turf areas, creeping or rooting groundcovers, or direct seeding applications where mulch is contraindicated. To provide habitat for beneficial insects and other wildlife up to five percent (5%) of the landscape area may be left without mulch. Designated insect habitat must be included in the landscape design plan as such.
 - c. Organic mulch materials made from recycled or post-consumer materials shall take precedence over inorganic materials or virgin forest products unless the recycled post-consumer organic products are not locally available. Organic mulches are not required where prohibited by local fuel modification plan guidelines or other applicable local ordinances.
 - 2. The MWELo compliance items listed in this Section are not an inclusive list of MWELo requirements; therefore, property owners or their building or landscape designers that meet the threshold for

MWELo compliance outlined in Section 13.09.100(A) shall consult the full MWELo for all requirements.

- D. If, after the adoption of this ordinance, the California Department of Water Resources, or its successor agency, amends 23 CCR, Division 2, Chapter 2.7, Sections 492.6(a)(3)(B) (C), (D), and (G) of the MWELo September 15, 2015 requirements in a manner that requires City to incorporate the requirements of an updated MWELo in a local ordinance, and the amended requirements include provisions more stringent than those required in this Section, the revised requirements of 23 CCR, Division 2, Chapter 2.7 shall be enforced.

13.09.110 PROCUREMENT REQUIREMENTS FOR CITY DEPARTMENTS, DIRECT SERVICE PROVIDERS, AND VENDORS

- A. City departments, and direct service providers to the City, as applicable, must comply with the City's Recovered Organic Waste Product procurement policy and the Recycled-Content paper procurement policy, both to be adopted at the December 14, 2021 City Council meeting.
- B. All vendors providing Paper Products and Printing and Writing Paper shall:
1. If fitness and quality are equal, provide Recycled-Content Paper Products and Recycled-Content Printing and Writing Paper that consists of at least 30 percent, by fiber weight, postconsumer fiber instead of non-recycled products whenever recycled Paper Products and Printing and Writing Paper are available at the same or lesser total cost than non-recycled items or at a total cost of no more than 10% of the total cost for non-recycled items.
 2. Provide Paper Products and Printing and Writing Paper that meet Federal Trade Commission recyclability standard as defined in 16 Code of Federal Regulations (CFR) Section 260.12.
 3. Certify in writing, under penalty of perjury, the minimum percentage of postconsumer material in the Paper Products and Printing and Writing Paper offered or sold to the City. This certification requirement may be waived if the percentage of postconsumer material in the Paper Products, Printing and Writing Paper, or both can be verified by a product label, catalog, invoice, or a manufacturer or vendor internet website.
 4. Certify in writing, on invoices or receipts provided, that the Paper Products and Printing and Writing Paper offered or sold to the City is eligible to be labeled with an unqualified recyclable label as defined in 16 Code of Federal Regulations (CFR) Section 260.12 (2013).

5. Provide records to the City's Recovered Organic Waste Product procurement recordkeeping Designee, in accordance with the City's Recycled-Content Paper procurement policy(ies) of all Paper Products and Printing and Writing Paper purchases within thirty (30) days of the purchase (both recycled-content and non-recycled content, if any is purchased) made by any division or department or employee of the City. Records shall include a copy (electronic or paper) of the invoice or other documentation of purchase, written certifications as required in Sections 13.09.110(B)(3) and (B)(4) of this Chapter for recycled-content purchases, purchaser name, quantity purchased, date purchased, and recycled content (including products that contain none), and if non-recycled content Paper Products or Printing and Writing Papers are provided, include a description of why Recycled-Content Paper Products or Printing and Writing Papers were not provided.

13.09.120 INSPECTIONS AND INVESTIGATIONS BY CITY

- A. City representatives and/or its designated entity, including Designees are authorized to conduct Inspections and investigations, at random or otherwise, of any collection container, collection vehicle loads, or transfer, processing, or disposal facility for materials collected from generators, or Source Separated materials to confirm compliance with this Chapter by Organic Waste Generators, Commercial Businesses (including Multi-Family Residential Dwellings), property owners, Commercial Edible Food Generators, haulers, Self-Haulers, Food Recovery Services, and Food Recovery Organizations, subject to applicable laws. This Section does not allow City to enter the interior of a private residential property for Inspection. For purposes of inspecting commercial business containers for compliance, commercial premises may not unreasonably restrict view or access.
- B. Regulated entity shall provide or arrange for access during all Inspections (with the exception of residential property interiors) and shall cooperate with the City's employee or its designated entity/Designee during such Inspections and investigations. Such Inspections and investigations may include confirmation of proper placement of materials in containers, Edible Food Recovery activities, records, or any other requirement of this Chapter described herein. Failure to provide or arrange for: (i) access to an entity's premises; or (ii) access to records for any Inspection or investigation is a violation of this Chapter and may result in penalties described.
- C. Any records obtained by a City during its Inspections, remote monitoring, and other reviews shall be subject to the requirements and applicable disclosure exemptions of the Public Records Act as set forth in Government Code Section 6250 et seq.

- D. City representatives, its designated entity, and/or Designee are authorized to conduct any Inspections, remote monitoring, or other investigations as reasonably necessary to further the goals of this ordinance, subject to applicable laws.
- E. City shall receive written complaints from persons regarding an entity that may be potentially non-compliant with SB 1383 Regulations, including receipt of anonymous complaints.

13.09.130 ENFORCEMENT

- A. Violation of any provision of this Chapter shall constitute grounds for issuance of a Notice of Violation and assessment of a fine by a City Enforcement Official or representative. Enforcement Actions under this Chapter are issuance of an administrative citation and assessment of a fine. The City's procedures on imposition of administrative fines are hereby incorporated in their entirety, as modified from time to time, and shall govern the imposition, enforcement, collection, and review of administrative citations issued to enforce this Chapter and any rule or regulation adopted pursuant to this ordinance, except as otherwise indicated in this ordinance.
- B. Other remedies allowed by law may be used, including civil action or prosecution as misdemeanor or infraction. City may pursue civil actions in the California courts to seek recovery of unpaid administrative citations. City may choose to delay court action until such time as a sufficiently large number of violations, or cumulative size of violations exist such that court action is a reasonable use of City staff and resources.
- C. Responsible Entity for Enforcement:
 - 1. Enforcement pursuant to this Chapter may be undertaken by the City Enforcement Official, which may be the City Manager or their designated entity, the City Prosecutor, or combination thereof.
- D. Process for Enforcement:
 - 1. City officials will monitor compliance with the Chapter randomly and through Compliance Reviews, Route Reviews, investigation of complaints, and an Inspection program.
 - 2. City may issue an official notification to notify regulated entities of its obligations under the ordinance.
 - 3. For incidences of Prohibited Container Contaminants found in containers, City will issue a Notice of Violation to any generator found to have Prohibited Container Contaminants in a container. Such notice will be provided via a cart tag or other communication

immediately upon identification of the Prohibited Container Contaminants or within 7 days after determining that a violation has occurred. If the City observes Prohibited Container Contaminants in a generator's containers on more than three (3) consecutive occasion(s), the City may assess contamination processing fees or contamination penalties upon the generator.

4. With the exception of violations of generator contamination of container contents addressed under this Section, City shall issue a Notice of Violation requiring compliance within 60 days of issuance of the notice.
5. Absent compliance by the respondent within the deadline set forth in the Notice of Violation, City shall commence an action to impose penalties, via an administrative citation and fine, pursuant to the City's requirements contained in Table 1, List of Violations hereinbelow.

Notices shall be sent to "owner" at the official address of the owner maintained by the tax collector for the City or if no such address is available, to the owner at the address of the dwelling or Commercial property or to the party responsible for paying for the collection services, depending upon available information.

E. Penalty Amounts for Types of Violations

The penalty levels are as follows:

1. For a first violation, the amount of the base penalty shall be \$50 to \$100 per violation.
2. For a second violation, the amount of the base penalty shall be \$100 to \$200 per violation.
3. For a third or subsequent violation, the amount of the base penalty shall be \$250 to \$500 per violation.

F. Factors Considered in Determining Penalty Amount

The following factors shall be used to determine the amount of the penalty for each violation within the appropriate penalty amount range:

1. The nature, circumstances, and severity of the violation(s).
2. The violator's ability to pay.
3. The willfulness of the violator's misconduct.

4. Whether the violator took measures to avoid or mitigate violations of this chapter.
5. Evidence of any economic benefit resulting from the violation(s).
6. The deterrent effect of the penalty on the violator.
7. Whether the violation(s) were due to conditions outside the control of the violator.

G. Compliance Deadline Extension Considerations

The City may extend the compliance deadlines set forth in a Notice of Violation issued in accordance with this Section if it finds that there are extenuating circumstances beyond the control of the respondent that make compliance within the deadlines impracticable, including the following:

1. Acts of God such as earthquakes, wildfires, flooding, and other emergencies or natural disasters;
2. Delays in obtaining discretionary permits or other government agency approvals; or,
3. Deficiencies in Organic Waste recycling infrastructure or Edible Food Recovery capacity and the City is under a corrective action plan with CalRecycle pursuant to 14 CCR Section 18996.2 due to those deficiencies.

H. Appeals Process

Persons receiving an administrative citation containing a penalty for an uncorrected violation may request a hearing to appeal the citation. A hearing will be held only if it is requested within the time prescribed and consistent with City's procedures in the City's codes for appeals of administrative citations. Evidence may be presented at the hearing. The City will appoint an independent hearing officer who shall conduct the hearing and issue a final written order.

I. Education Period for Non-Compliance

Beginning January 1, 2022 and through December 31, 2023, City will conduct Inspections, remote monitoring, Route Reviews or waste evaluations, and Compliance Reviews, depending upon the type of regulated entity, to determine compliance, and if City determines that Organic Waste Generator, Self-Hauler, hauler, Tier One Commercial Edible Food Generator, Food Recovery Organization, Food Recovery Service, or other entity is not in compliance, it shall provide educational materials to the entity describing its obligations under this Chapter and a notice that

compliance is required by January 1, 2022, and that violations may be subject to administrative civil penalties starting on January 1, 2024.

J. Civil Penalties for Non-Compliance

Beginning January 1, 2024, if the City determines that an Organic Waste Generator, Self-Hauler, hauler, Tier One or Tier Two Commercial Edible Food Generator, Food Recovery Organization, Food Recovery Service, or other entity is not in compliance with this ordinance, it shall document the noncompliance or violation, issue a Notice of Violation, and take Enforcement Action pursuant to this Section, as needed.

K. Enforcement Table

Table 1. List of Violations

Requirement	Description of Violation
Commercial Business and Commercial Business Owner Responsibility Requirement Section 13.09.030	Commercial Business fails to provide or arrange for Organic Waste collection services consistent with City requirements and as outlined in this ordinance, for employees, contractors, tenants, and customers, including supplying and allowing access to adequate numbers, size, and location of containers and sufficient signage and container color.
Organic Waste Generator Requirement Sections 13.09.020 and 0.30	Organic Waste Generator fails to comply with requirements adopted pursuant to this Chapter for the collection and Recovery of Organic Waste.
Hauler Requirement Section 13.09.070	A hauler providing residential, Commercial or industrial Organic Waste collection service fails to transport Organic Waste to a facility, operation, activity, or property that recovers Organic Waste, as prescribed by this ordinance.
Hauler Requirement Section 13.09.070	A hauler providing residential, Commercial, or industrial Organic Waste collection service fails to obtain applicable approval issued by the City to haul Organic Waste as prescribed by this ordinance.
Hauler Requirement Section 13.09.070	A hauler fails to keep a record of the applicable documentation of its approval by the City, as prescribed by this ordinance.
Self-Hauler Requirement Section 13.09.080	A generator who is a Self-Hauler fails to comply with the requirements of 14 CCR Section 18988.3(b).

Commercial Edible Food Generator Requirement Section 13.09.050	Tier One Commercial Edible Food Generator fails to arrange to recover the maximum amount of its Edible Food that would otherwise be disposed by establishing a contract or written agreement with a Food Recovery Organization or Food Recovery Service and comply with this Section commencing Jan. 1, 2022.
Commercial Edible Food Generator Requirement Section 13.09.050	Tier Two Commercial Edible Food Generator fails to arrange to recover the maximum amount of its Edible Food that would otherwise be disposed by establishing a contract or written agreement with a Food Recovery Organization or Food Recovery Service and comply with this Section commencing Jan. 1, 2024.
Commercial Edible Food Generator Requirement Section 13.09.070	Tier One or Tier Two Commercial Edible Food Generator intentionally spoils Edible Food that is capable of being recovered by a Food Recovery Organization or Food Recovery Service.
Organic Waste Generator, Commercial Business Owner, Commercial Edible Food Generator, Food Recovery Organization or Food Recovery Service Sections 13.09.030,.050, and.060	Failure to provide or arrange for access to an entity's premises for any Inspection or investigation.
Recordkeeping Requirements for Commercial Edible Food Generator Section 13.09.050	Tier One or Tier Two Commercial Edible Food Generator fails to keep records, as prescribed by Section 13.09.050.
Recordkeeping Requirements for Food Recovery Services and Food Recovery Organizations Section 13.09.060	A Food Recovery Organization or Food Recovery Service that has established a contract or written agreement to collect or receive Edible Food directly from a Commercial Edible Food Generator pursuant to 14 CCR Section 18991.3(b) fails to keep records, as prescribed by Section 13.09.060.

SECTION 4. 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 5. EFFECTIVE DATE. This Ordinance shall be effective commencing on January 1, 2022, shall be certified as to its adoption by the City Clerk, and shall be published in accordance with State Law (California Government Code Section 36933).

PASSED, APPROVED and ADOPTED by the City Council of the City of Paramount this 14th day of December 2021.

Brenda Olmos, Mayor

ATTEST

Heidi Luce, City Clerk

NOVEMBER 16, 2021

RESOLUTION NO. 21:036

“A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PARAMOUNT AUTHORIZING THE SUBMITTAL OF AN APPLICATION FOR FUNDING FROM THE URBAN AND COMMUNITY FORESTRY GRANT PROGRAM OF THE CALIFORNIA DEPARTMENT OF FORESTRY AND FIRE PROTECTION AS PROVIDED THROUGH THE GREENHOUSE GAS REDUCTION FUND”

MOTION IN ORDER:

READ BY TITLE ONLY AND ADOPT RESOLUTION NO. 21:036.

MOTION:

MOVED BY: _____

SECONDED BY: _____

[] APPROVED

[] DENIED

ROLL CALL VOTE:

AYES: _____

NOES: _____

ABSENT: _____

ABSTAIN: _____



To: Honorable City Council

From: John Moreno, City Manager

By: Adriana Figueroa, Public Works Director
Wendy Macias, Public Works Manager

Date: November 16, 2021

Subject: RESOLUTION NO. 21:036 - AUTHORIZING THE SUBMITTAL OF AN APPLICATION FOR FUNDING FROM THE URBAN AND COMMUNITY FORESTRY GRANT PROGRAM OF THE CALIFORNIA DEPARTMENT OF FORESTRY AND FIRE PROTECTION AS PROVIDED THROUGH THE GREENHOUSE GAS REDUCTION FUND

BACKGROUND

The City's focus on tree management and maintenance has been reflected in its long history of prioritizing its urban tree canopy and its recent recognition from the Arbor Day Foundation as a Tree City USA recipient.

As the City continues to implement climate adaptation strategies outlined in the recently adopted Climate Action Plan, staff is frequently looking for grant funding sources tailored to funding climate resiliency adaptation. As identified in the Climate Action Plan, Measure GA1: Support Urban Tree-Planting, Park Access and Green Infrastructure's outlined strategies include increasing the number of trees in the city, and conducting outreach to spread awareness of the benefits associated with planting shade trees. The benefits of planting trees in urban areas are tremendous and include improving air quality and public health, promoting sustainable economics, and increasing social equity and community resilience.

DISCUSSION

In an effort to better manage and continue growing the City's urban canopy, staff is recommending a partnership with TreePeople, a non-profit organization, in order to submit a grant application through the California Urban and Community Forestry Grant, funded by the California Department of Forestry and Fire Protection through the State's Greenhouse Gas Reduction Fund. The grant application will be submitted by the City as the lead agency and will request funding in the amount of \$283,496.54 to be spent over a period of 4 years.

If this grant application is approved for funding, the City, along with TreePeople will develop the City's first Urban Forest Management Plan (UFMP). The purpose of the UFMP is to provide the City with a usable plan that will guide the community and City's urban forest efforts. This will include a complete update of the City's tree inventory that

currently includes over 7,600 trees. Ultimately, the main goal of the UFMP is to increase citywide canopy cover in order to maximize urban cooling, stormwater mitigation, and air pollution mitigation, while enhancing the aesthetics of our community.

The project will include potential updates to city policies that relate to urban forestry in order to guarantee urban forest management continuity. After the UFMP is completed, the grant will provide for a community tree planting program with a 3-year care period. Tree planting sites and species will be guided by the UFMP. This project will also include an allocation for fruit tree giveaways that can be made available in conjunction with the City's Eco-Friendly Fair.

VISION, MISSION, VALUES, AND STRATEGIC OUTCOMES

The City's Vision, Mission, and Values set the standard for the organization; establish priorities, uniformity and guidelines; and provide the framework for policy decision making. The Strategic Outcomes were implemented to provide a pathway to achieving the City's Vision. This item aligns with Strategic Outcome No. 2: Community Health, Strategic Outcome No.4: Environmental health, and Strategic Outcome No.5: Attractive and Well-Maintained Infrastructure.

RECOMMENDED ACTION

It is recommended that the City Council read by title only and adopt Resolution No. 21:036.

CITY OF PARAMOUNT
LOS ANGELES COUNTY, CALIFORNIA

RESOLUTION NO. 21:036

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PARAMOUNT AUTHORIZING THE SUBMITTAL OF AN APPLICATION FOR FUNDING FROM THE URBAN AND COMMUNITY FORESTRY GRANT PROGRAM OF THE CALIFORNIA DEPARTMENT OF FORESTRY AND FIRE PROTECTION AS PROVIDED THROUGH THE GREENHOUSE GAS REDUCTION FUND

WHEREAS, the Governor of the State of California in cooperation with the California State Legislature has enacted State of California Greenhouse Gas Reduction Funding, which provides funds to the State of California and its political subdivisions for urban forestry programs; and

WHEREAS, the State Department of Forestry and Fire Protection has been delegated the responsibility for the administration of the program within the State, setting up necessary procedures governing application by local agencies and non-profit organizations under the program; and

WHEREAS, said procedures established by the Department of Forestry and Fire Protection require the applicant to certify by resolution the approval of application before submission of said application to the State; and

WHEREAS, the applicant will enter an agreement with the State of California to carry out an urban forestry project.

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. Approved the filing of an application for “State Greenhouse Gas Reduction Funding” Urban and Community Forestry grant program funds; and

SECTION 3. Certifies that said applicant has or will have sufficient funds to operate and maintain the project; and,

SECTION 4. Certifies that funds under the jurisdiction of the City Council are available to begin the project.

SECTION 5. Certifies that said applicant will expend grant funds prior to **March 30, 2026.**

SECTION 6. Appoints the Public Works Director, or a designee, as agent of the City Council to conduct negotiations, execute and submit all documents including, but not limited to applications, agreements, amendments, payment requests and so on, which may be necessary for the completion of the afore mentioned project.

SECTION 7. This Resolution shall take effect immediately upon its adoption.

PASSED, APPROVED, and ADOPTED by the City Council of the City of Paramount on this 16th day of November 2021.

Brenda Olmos, Mayor

ATTEST:

Heidi Luce, City Clerk