



PUBLIC PARTICIPATION NOTICE

Public Participation Accessibility for the Paramount City Council meeting scheduled for **March 15, 2022.**

In-person Attendance:

The public may attend the City Council meeting in-person.

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, March 15, 2022.** 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.

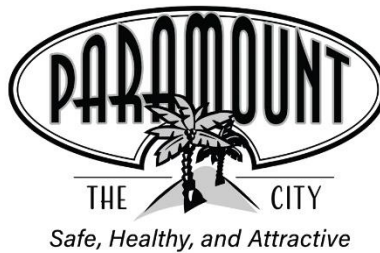
- **Teleconference: (562) 220-2225**

Participants wishing to address the City Council by teleconference should call City Hall at **(562) 220-2225** by **4:45 p.m. on Tuesday, March 15, 2022** 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
March 15, 2022



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

CONSENT CALENDAR

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

1. [RESOLUTION NO. 22:019](#) Authorizing the Submittal of the Declaration of Applicant's Agent to the California Governor's Office of Emergency Services (Cal OES Form 130)
2. [RESOLUTION NO. 22:020](#) Setting the Schedule for the Annual City Council Reorganization

NEW BUSINESS

3. [APPROVAL](#) American Rescue Plan Act (ARPA) Project Expenditure Plan
4. CONSIDERATION Refuse Services Agreement and Fees & Charges – CalMet Services, Inc.
 - A) [APPROVAL](#) Amendment No. 1 to the Amended and Restated Agreement with CalMet Services, Inc. Extending Term and Modifying Certain Sections
 - B) [RESOLUTION NO. 22:018](#) Approving the Modification of Fees and Charges for Pick-up and Hauling of Refuse within the City of Paramount
5. [CITY PROJECT NO. 9237](#) West Santa Ana Branch Bikeway Phase 3
 - A) APPROVAL Agreement with the San Gabriel and Lower Los Angeles Rivers and Mountains Conservancy (RMC) for a Grant to Design and Construct the West Santa Ana Branch Bikeway Phase III Project (CIP No. 9237)
 - B) APPROVAL Proposal from Willdan Engineering to Provide Professional Engineering Design Services for the West Santa Ana Branch Bikeway Phase III Project (CIP No. 9237)

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- | | | |
|----|--|--|
| 6. | <u>AWARD OF CONTRACT</u> | Paramount Park Community Center Improvements (City Project No. 9255) and Paramount Park Gym/Pool Building Repainting (City Project No. 9256) |
| 7. | <u>AWARD OF CONTRACT</u> | Neighborhood Street Improvements on Various City Streets (City Project No. 9231) |
| 8. | <u>RECEIVE AND FILE</u> | General Plan Annual Progress Report – Calendar Year 2021 |
| 9. | <u>APPROVAL</u> | Appointment of a Planning Commissioner |

COMMENTS/COMMITTEE REPORTS

- Councilmembers
- Staff

ADJOURNMENT

To a meeting on April 5, 2022 beginning at 6:00 p.m.

City Council Public Comment Updates

March 15, 2022

From the March 1, 2022 City Council Meeting:

Commenter	Request/Issue/Concern	Action/Comment
Alejandro Yanez	The City is being deceitful and twisting facts about a survey involving adult recreation.	In 2019, the City conducted a survey through email as well as in-person at 2 special events. The results for the top 3 adult recreation were: soccer (48%), slow-pitch softball (48%), and basketball (45%). Surveys are a common tool used by cities and many other institutions to obtain the opinions of a sampling of a population. Our special events attract a large number of residents and it's a great opportunity to survey community members.

MARCH 15, 2022

RESOLUTION NO. 22:019

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF
PARAMOUNT AUTHORIZING THE SUBMITTAL OF THE
DECLARATION OF APPLICANT'S AGENT TO THE CALIFORNIA
GOVERNOR'S OFFICE OF EMERGENCY SERVICES (CAL OES
FORM 130)

MOTION IN ORDER:

READ BY TITLE ONLY AND ADOPT RESOLUTION NO. 22:019.

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



To: Honorable City Council

From: John Moreno, City Manager

By: Margarita Matson, Interim Public Safety Director
Steven Coumparoules, Management Analyst

Date: March 15, 2022

**Subject: RESOLUTION NO. 22:019
DESIGNATION OF APPLICANT'S AGENT FOR THE CALIFORNIA OFFICE
OF EMERGENCY SERVICES**

Background

The California Office of Emergency Services (Cal OES) Designation of Applicant's Agent Resolution (Cal OES Form 130) designates the agents that are authorized by a public entity to submit applications for the purpose of obtaining Federal financial assistance under the Robert T. Stafford Disaster Relief and Emergency Assistance Act, and/or State financial assistance under the California Disaster Assistance Act. Through the designation, the agents are authorized to act on the public entity's behalf to provide Cal OES all assurances and agreements related to financial assistance.

Discussion

The City puts forth a considerable effort towards emergency and disaster preparedness and response. To receive federal financial assistance, the City Council must adopt a Designation of Applicant's Agent Resolution and designate three authorized agents to request Federal financial assistance on behalf of the City. An update to our Designation of Applicant's Agent Resolution is required due to the retirement of the previous Finance Director and Public Safety Director.

Proposal

Under Section 502 of the Robert T. Stafford Disaster Relief and Emergency Assistance Act, 42 USC 5121-5207 (the "Stafford Act"), staff proposes to approve the Designation of Applicant's Agent Resolution for Non-State Agencies authorizing the City Manager, Finance Director, and Public Safety Director, by title, to apply for Federal and/or State financial assistance on behalf of the City of Paramount through the California Office of Emergency Services.

RECOMMENDED ACTION

It is recommended that City Council read by title only and adopt Resolution No. 22:019 authorizing submission of Cal OES Form 130 to the California Governor's Office of Emergency Services.

Attachments:

Cal OES Form 130

Resolution No. 22:019

H:\MANAGEMENT\WP\COUNCIL REPORTS\RESOLUTION NO. 22-019 3.15.22 RPT..DOCX

CITY OF PARAMOUNT
LOS ANGELES COUNTY, CALIFORNIA

RESOLUTION NO. 22:019

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PARAMOUNT
AUTHORIZING THE SUBMITTAL OF THE DECLARATION OF
APPLICANT'S AGENT TO THE CALIFORNIA GOVERNOR'S OFFICE OF
EMERGENCY SERVICES (CAL OES FORM 130)

WHEREAS, the State of California, Governor's Office of Emergency Services requires that all non-state agencies have a current Form 130 on file, and for it to be updated every three years; and

WHEREAS, the Form 130 requires the City of Paramount to designate three individuals to serve as authorized agents to engage with FEMA and Cal OES regarding grant applications and reimbursement.

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

SECTION 1. The above recitations are true and correct.

SECTION 2. That the City Council of the City of Paramount does hereby designate the City Manager, Finance Director, and Public Safety Director as the three designated titles to serve as the authorized agents to engage with FEMA and Cal OES regarding grant applications and reimbursement.

SECTION 3. That the City Council of the City of Paramount does hereby authorize submission of the Cal OES Form 130.

SECTION 4. That the City Clerk of the City of Paramount is hereby directed to attest to the adoption of this Resolution and complete the certification of Cal OES Form 130.

SECTION 5. This Resolution shall take effect immediately upon its adoption.

PASSED, APPROVED and ADOPTED by the City Council of the City of Paramount this 15th day of March 2022.

Brenda Olmos, Mayor

ATTEST:

Heidi Luce, City Clerk

DESIGNATION OF SUBRECIPIENT'S AGENT RESOLUTION
Hazard Mitigation Grant Program and Pre-Disaster Mitigation Program

BE IT RESOLVED BY THE _____ OF THE _____
(Governing Body) (Name of Applicant)

THAT _____, OR
(Title of Authorized Agent)

_____, OR
(Title of Authorized Agent)

(Title of Authorized Agent)

is hereby authorized to execute for and on behalf of the _____, a public entity
(Name of Subrecipient)

established under the laws of the State of California, this application and to file it with the California Governor's Office of Emergency Service. for the purpose of obtaining certain federal financial assistance under Public Law 93-288 as amended by the Robert T. Stafford Disaster Relief and Emergency Assistance Act of 1988, and/or state financial assistance under the California Disaster Assistance Act.

THAT the _____, a public entity established under the laws of the State of California,
(Name of Subrecipient)

hereby authorizes its agent(s) to provide to the California Governor's Office of Emergency Service for all matters pertaining to such state disaster assistance the assurances and agreements required.

Please check the appropriate box below:

This is a universal resolution and is effective for all open and futures Disasters/Grants up to three (3) years following the date of approval below.

This is a Disaster/Grant specific resolution and is effective for only Disaster/Grant name/number(s) _____

Passed and approved this _____ day of _____, 20____

(Name and Title of Governing Body Representative)

(Name and Title of Governing Body Representative)

(Name and Title of Governing Body Representative)

CERTIFICATION

I, _____, duly appointed and _____ of
(Name) (Title)

_____, do hereby certify that the above is a true and correct copy of a
(Name of Applicant)

Resolution passed and approved by the _____ of the _____
(Governing Body) (Name of Applicant)

on the _____ day of _____, 20____.

(Signature)

(Title)

Cal OES Form 130

Instructions

A new Designation of Applicant's Agent Resolution is required if the previously submitted document is older than three (3) years from the last date of Board/Council approval.

When completing the Cal OES Form 130, Subrecipients should fill in the blanks on page 1. The blanks are to be filled in as follows:

Resolution Section:

Governing Body: This is the individual or group responsible for appointing and approving the Authorized Agents. Examples include: Board of Directors, City Council, Board of Supervisors, etc.

Name of Subrecipient: This is the official name of the non-profit, agency, city, county or special district that has applied for the grant. Examples include: City of Sacramento; Sacramento County; or Los Angeles Unified School District.

Authorized Agent: These are the individuals that are authorized by the Governing Body to engage with the Federal Emergency Management Agency and the California Governor's Office of Emergency Service regarding grants applied for by the subrecipient. There are two ways of completing this section:

1. **Titles Only:** If the Governing Body so chooses, the titles of the Authorized Agents should be entered here, not their names. This allows the document to remain valid if an Authorized Agent leaves the position and is replaced by another individual. If "Titles Only" is the chosen method, this document must be accompanied by a cover letter naming the Authorized Agents by name and title. This cover letter can be completed by any authorized person within the agency (e.g.; City Clerk, the Authorized Agent, Secretary to the Director) and does not require the Governing Body's signature.
2. **Names and Titles:** If the Governing Body so chooses, the names and titles of the Authorized Agents should be listed. A new Cal OES Form 130 will be required if any of the Authorized Agents are replaced, leave the position listed on the document or their title changes.

Governing Body Representative: These are the names and titles of the approving board members. Examples include: Chairman of the Board, Superintendent, etc. The names and titles cannot be one of the designated Authorized Agents.

Certification Section:

Name and Title: This is the individual that was in attendance and recorded the Resolution creation and approval. Examples include: City Clerk, Secretary to the Board of Directors, County Clerk, etc. This person cannot be one of the designated Authorized Agents to eliminate "Self Certification."

MARCH 15, 2022

RESOLUTION NO. 22:020

“A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PARAMOUNT
SETTING THE SCHEDULE FOR THE ANNUAL CITY COUNCIL
REORGANIZATION”

MOTION IN ORDER:

READ BY TITLE ONLY AND ADOPT RESOLUTION NO. 22:020.

MOTION:

MOVED BY: _____

SECONDED BY: _____

☐ APPROVED

☐ DENIED

ROLL CALL VOTE:

AYES: _____

NOES: _____

ABSENT: _____

ABSTAIN: _____



To: Honorable City Council
From: John Moreno, City Manager
By: Heidi Luce, City Clerk
Date: March 15, 2022

**Subject: RESOLUTION NO. 22:020
SETTING THE SCHEDULE FOR THE ANNUAL CITY COUNCIL
REORGANIZATION**

BACKGROUND

In December 2017, the City's election date was changed to March of even years to coincide with the statewide primary election as a result of the requirements of Senate Bill 415 (SB 415), the California Voter Participation Rights Act.

SB 415, now codified as California Elections Code Sections 14050-14057, prohibits cities from holding a regular municipal election on any date other than a statewide election date if doing so resulted in voter turnout being at least 25% below the average voter turnout in that jurisdiction in the previous four statewide general elections. The public policy behind SB 415 was to address declining voter turnout in federal, state and municipal elections. The legislative analysis asserted that one major contributing factor to low voter turnout, the timing of elections, could be addressed by synchronizing municipal elections with statewide elections. At the time SB 415 was implemented, statewide elections dates were recognized to occur in November and March of even-numbered years.

However, in 2020, Senate Bill 970 (SB 970) Primary Election Date, changed the date of the statewide primary election to the first Tuesday after the first Monday in June of each even-numbered year that is not evenly divisible by four and the first Tuesday after the first Monday in March in each even-numbered year that is evenly divisible by four (Presidential primary years). This change was to address the delay in release of the 2020 Census data as a result of the COVID-19 pandemic which in-turn delayed the drawing of Federal and State district lines.

As a result of SB 970, the City Council adopted Ordinance No. 1153 in September 2021 specifying that the City's elections will be held in even years to coincide with the statewide primary elections rather than specifying a particular month. Adoption of Ordinance No. 1153 effectuated the following election cycle for the City's General Municipal Elections:

2022 - June
2024 - March
2026 - June
2028 - March
2030 - June
2032 - March

The change in election date also impacts the annual City Council reorganization. Historically, when the City's elections were held in March, the City Council would hold its annual reorganization, to select a Mayor and Vice Mayor, at its second meeting in March or more recently, at the first meeting in April. However, pursuant to Government Code Section 36801, in election years, the City Council is required to elect one of its members to serve as Mayor and one member to serve as Vice Mayor at the meeting at which the election results are declared. Under the new election cycle, the results will be declared in April of March election years and in July of June election years.

DISCUSSION

At the March 1, 2022 City Council meeting, the City Council reviewed and discussed four options for conducting the reorganization under the new election cycle. Most of the options created varying Mayoral and Vice Mayoral terms that ranged from nine months to 15 months. Of the options presented, City Council determined that continuing to conduct the reorganization in April of each year would achieve the more traditional one year Mayoral and Vice Mayoral terms with more consistency, thereby allowing councilmembers the fairest opportunity to serve their constituents as Mayor and/or Vice Mayor. Additionally, to achieve compliance with Government Code Section 36801, it was determined that in the years where the election is in June, a second reorganization would be held in July to affirm the Mayor and Vice Mayor selected in April.

Upon direction from the City Council, staff has prepared Resolution No. 22:020 for consideration. Resolution 22:020 memorializes the City Council reorganization schedule under the new election cycle.

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: Efficient, Effective, and Fiscally Responsible to 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 and adopt Resolution No. 22:020 setting the schedule for the annual City Council reorganization.

CITY OF PARAMOUNT
LOS ANGELES COUNTY, CALIFORNIA

RESOLUTION NO. 22:020

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF
PARAMOUNT SETTING THE SCHEDULE FOR THE ANNUAL CITY
COUNCIL REORGANIZATION

WHEREAS, In December 2017, the City's election date was changed to March of even years to coincide with the statewide primary election in compliance with Senate Bill 415 (SB 415), the California Voter Participation Rights Act; and

WHEREAS, Senate Bill 970 (SB 970) Primary Election Date, changed the date of the statewide primary election to the first Tuesday after the first Monday in June of each even-numbered year that is not evenly divisible by four and the first Tuesday after the first Monday in March in each even-numbered year that is evenly divisible by four (Presidential primary years); and

WHEREAS, In September 2021, the City Council adopted Ordinance No. 1153 in compliance with of SB 970, specifying that the City's elections will be held in even years to coincide with the statewide primary elections rather than specifying a particular month; and

WHEREAS, Pursuant to Government Code Section 36801, in election years, the City Council is required to elect one of its members to serve as Mayor and one member to serve as Vice Mayor at the meeting at which the election results are declared; and

WHEREAS, In compliance with Government Code Section 36801, the City Council has historically conducted its reorganization to elect one of its members to serve as Mayor and one member to serve as Vice Mayor annually in March or more recently, in April; and

WHEREAS, Given that under the new election cycle the City's elections will alternate between June and March, the City Council has reviewed the options for reorganization and determined that continuing to conduct the reorganization in April of each year would achieve the more traditional one year Mayoral and Vice Mayoral terms with more consistency, thereby allowing councilmembers the fairest opportunity to serve their constituents as Mayor and/or Vice Mayor; and

WHEREAS, To achieve compliance with Government Code Section 36801, the City Council has determined that in the years where the election is in June, a second reorganization should be held in July to affirm the Mayor and Vice Mayor elected in April.

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

SECTION 1. The above recitations are true and correct.

SECTION 2. The City Council has considered options for conducting the annual reorganization.

SECTION 3. The City Council approves the following schedule for the annual City Council reorganization to elect a Mayor and Vice Mayor:

- A) In March election years, the reorganization will occur in April when the election results are declared.
- B) In non-election years, the reorganization will occur in April
- C) In June election years, the reorganization will occur in April and a second reorganization will be held in July when the election results are declared to affirm the Mayor and Vice Mayor elected in April.

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

PASSED, APPROVED, and ADOPTED by the City Council of the City of Paramount this 15th day of March 2022.

Brenda Olmos, Mayor

ATTEST:

Heidi Luce, City Clerk

MARCH 15, 2022

APPROVAL OF THE AMERICAN RESCUE PLAN ACT (ARPA) PROJECT
EXPENDITURE PLAN

MOTION IN ORDER:

APPROVE THE AMERICAN RESCUE PLAN ACT (ARPA) PROJECT
EXPENDITURE PLAN.

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
Kim Sao, Finance Director

Date: March 15, 2022

Subject: APPROVAL OF THE AMERICAN RESCUE PLAN ACT (ARPA) PROJECT EXPENDITURE PLAN

BACKGROUND

The American Rescue Plan Act (ARPA) was enacted in January 2021 by the U.S. Congress. The Act provides \$1.9 trillion in emergency relief to address the impacts of the COVID-19 pandemic on the economy, State and local governments, and businesses. Funding for local governments included \$65.1 billion for counties and \$65.1 billion for cities and towns. The City of Paramount was allocated \$18.9 million in ARPA funding. The funds are administered directly by the federal Department of Treasury and are required to be obligated by December 31, 2024 and spent by December 31, 2026.

Up until recently, the Department of Treasury had only published an Interim Rule to guide cities for what the funds were intended and inform recipients on what projects might be eligible. Staff was holding off on appropriating any ARPA funds until the Final Rule was released. The Final Rule was released January 6, 2022 and takes effect April 1, 2022. In accordance with the limitations established by ARPA, eligible expenditures are explicitly defined in the Final Rule and are intended to provide emergency relief in the following general areas:

- Government services that have been impacted by revenue reductions due to COVID-19;
- Premium Pay for workers bearing the greatest health risks because of their service in critical sectors;
- COVID-19 response and economic recovery; and,
- Investments in infrastructure such as water, sewage, and broadband.

Staff will be required to adhere to strict compliance monitoring, reporting requirements, and deadlines as a condition for expending the funds. Expending the funds may also require periodic ministerial adjustments over the course of the funding period to meet reporting deadlines or align with changes to eligibility requirements. Furthermore, ARPA funds represent one-time funding; therefore projects must not create an ongoing financial obligation of the City or the recipients, and cannot be used to offset tax cuts due to a change in law, employee benefits or pensions, or for financial "rainy day" reserves.

DISCUSSION

The City's proposed ARPA Project Expenditure Plan is attached (Attachment A). The proposed Plan encumbers \$17,395,185 of the \$18,895,185 allocation for projects that benefit the broader community, and focuses on the following eight categories as established by the U.S. Treasury Department:

Category	\$ of ARPA Funds	% of APRA Funds
Water Infrastructure Investments	\$11,700,000	62%
Business Recovery, Retention, and Attraction	\$2,100,000	11%
Affordable Housing	\$1,500,000	8%
Homeless Support Services	\$1,000,000	5%
Community Enrichment and Investment	\$525,000	3%
Emergency Preparedness	\$234,000	1%
Infrastructure Enhancements / Investments	\$200,000	1%
Administrative Support Costs	\$115,035	1%
Subtotal	17,395,185	92%
City Council and Residents' Priorities	\$1,500,000	8%
Total	\$18,895,185	100%

The projects proposed under each category listed above are described in detail in Attachment A and fall within the defined ARPA expenditure categories.

The most significant portion of the City's total federal ARPA allocation is comprised of Water Infrastructure projects at 62%, making the investment in our water utility a considerable priority. Paramount's water infrastructure is among the City's largest assets and requires constant fiscal oversight. In FY 2022, the Water Fund alone accounts for nearly 20% of the City's total all-funds budget, and water projects account for about a fifth of the total Capital Improvement Projects budget. Unfortunately, the City's Water Fund is also operating in a structural deficit due to revenue losses, pandemic-related construction cost overruns for the new Water Well 16, and increased expenditures related to the sudden decommissioning of Water Well 14. The sudden decommissioning of Water Well 14 resulted in the City having to unexpectedly purchase imported water at a premium rate to fulfill water demand which led to the substantial loss in revenue. The recommended ARPA Project Expenditure Plan aims to make up some of the lost revenue in the City's Water Fund, while committing to the future infrastructure investment of this critical City asset.

City Council and Residents' Priorities

Staff is recommending that \$1.5 million (8%) of the ARPA funds allocated to the City be reserved for discretionary use. This use will be determined by Paramount residents with the approval of the City Council. To best determine how these remaining ARPA funds should be appropriated, staff will conduct a Community Survey in the coming weeks and assemble a Focus Group of community stakeholders and local residents to review the

survey results. Staff will provide technical assistance to the Focus Group. Finally, the Focus Group will present the survey results and their recommendations for use of these funds to the City Council for approval by June 30, 2022.

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 all Strategic Outcomes No. 6: Efficient, Effective, and Fiscally Responsible.

RECOMMENDED ACTION

It is recommended that the City Council approve the American Rescue Plan Act (ARPA) Project Expenditure Plan.

Attachment A

City of Paramount
American Rescue Plan Act of 2021 (ARPA)
Project Expenditure Plan
Grant Award: \$18,895,185.00

Item	Category	Project Name	Project Description	Amount	%
14	Administrative Costs	Administrative Costs	Consultant Fees, Staff Costs to administer ARPA	\$ 115,035	1%
15	Business Recovery, Retention, Attraction	Paramount e-Gift Card Program	Purchase gift cards from local businesses to be raffled to residents	\$ 100,000	
16	Business Recovery, Retention, Attraction	Paramount Al Fresco Program	Assist businesses convert outdoor patios	\$ 500,000	11%
17	Business Recovery, Retention, Attraction	Small Business Assistance	Small business grants	\$ 500,000	
19	Business Recovery, Retention, Attraction	Economic Development	Development of blighted property	\$ 1,000,000	
1	Community Enrichment	Paramount Park Ballfield Lighting	Installation of LED energy efficient, remotely controlled lighting for the sports fields at Paramount Park.	\$ 250,000	3%
2	Community Enrichment	Progress Park Ballfield Lighting	Installation of LED energy efficient, remotely controlled lighting for the sports fields at Progress Park.	\$ 275,000	
20	Community Input	Paramount City Council/Residents	Community Survey and Focus Group	\$ 1,500,000	8%
3	Emergency Preparedness	Emergency Operations Equipment	Two generators to power Red Cross designated emergency shelter locations.	\$ 200,000	1%
9	Emergency Preparedness	Purchase of Electronic Message Boards in Trailers	Two electronic roadway message boards	\$ 34,000	
13	Homeless Support Services	Homeless Shelter Services	Homeless shelter partnership with agency TBD	\$ 1,000,000	5%
4	Infrastructure Enhancement / Investment	Paramount Park Interior/Exterior LED Lighting	Replacement of all existing lighting with LED energy efficient lighting.	\$ 50,000	1%
5	Infrastructure Enhancement / Investment	City Hall LED Retrofit Lighting	Replacement of all existing lighting with LED energy efficient lighting.	\$ 65,000	
6	Infrastructure Enhancement / Investment	Paramount Gymnasium HVAC	Replacement Gymnasium HVAC system.	\$ 85,000	
7	Water Infrastructure	Property Acquisition for Water Infrastructure Project	Future water well or treatment facility	\$ 620,000	
8	Water Infrastructure	Water Well # 16	Cost recovery for increased costs due to COVID-19	\$ 1,000,000	62%
11	Water Infrastructure	Purchased Water	Recovery of imported water due to decommissioning of Well # 14.	\$ 1,500,000	
12	Water Infrastructure	Water Infrastructure Project	Water treatment facility construction	\$ 8,601,150	
18.	Affordable Housing	Affordable Housing Project	Acquire property to convert to affordable housing	\$ 1,500,000	8%
				\$ 18,895,185	100.00%

MARCH 15, 2022

AMENDMENT NO. 1 TO THE AMENDED AND RESTATED AGREEMENT
WITH CALMET SERVICES, INC. EXTENDING TERM AND MODIFYING
CERTAIN SECTIONS

MOTION IN ORDER:

APPROVE AMENDMENT NO. 1 TO THE AMENDED AND RESTATED
AGREEMENT WITH CALMET SERVICES, INC. AND AUTHORIZE THE
MAYOR OR HER DESIGNEE TO EXECUTE THE AMENDMENT IN A
FORM APPROVED BY THE CITY ATTORNEY.

MOTION:

MOVED BY: _____

SECONDED BY: _____

[] APPROVED

[] DENIED

ROLL CALL VOTE:

AYES: _____

NOES: _____

ABSENT: _____

ABSTAIN: _____



To: Honorable City Council
From: John Moreno, City Manager
By: Adriana Figueroa, Public Works Director
Date: March 15, 2022

Subject: AMENDMENT NO. 1 TO THE AMENDED AND RESTATED AGREEMENT WITH CALMET SERVICES, INC. EXTENDING TERM AND MODIFYING CERTAIN SECTIONS

BACKGROUND

CalMet Services Inc., (CalMet) has been providing solid waste services for the City for the past 43 years. In 2012, the City entered into a franchise agreement (Agreement) with CalMet, which became effective January 13, 2013 for a term of 10 years. An Amended and Restated Agreement was signed in November of 2018 to expand existing services with the City. The Agreement is set to expire January 13, 2023, with an option to extend for up to five (5) years.

In December 2021, CalMet informed the City of the upcoming sale of its company to Athens Services, and submitted a request to transfer the Agreement to Athens. This is an administrative process outlined in Section 12.5 of the Agreement. That process requires a thorough analysis, which is currently being conducted by a third party consultant hired by the City, but paid for by CalMet.

DISCUSSION

In light of the upcoming transfer of the Agreement to Athens and recognizing that changes to the Agreement are necessary in order to comply with the State mandated organics program, we are proposing to amend the existing agreement with CalMet. Amendment No. 1 to the existing Agreement with CalMet includes the following:

1. Term extension: Extend the term for just over two years through March 31, 2025. This will allow the City and the new incoming hauler, Athens Services, time to evaluate overall service levels and quality of service. Additionally, more time than what is provided in the current contract with CalMet is needed to comply with the State-mandated Residential Food Waste Program (as described below) and to get the program up and running.

2. Residential Food Waste Program: Part of SB 1383 (State's mandated organics program) requires the roll out of a Residential Food Waste Program in 2022. Discussions have been ongoing with CalMet to introduce the program in April of 2022.
3. Community Clean-Up Events: The existing Agreement allows for two community clean-up events annually. However, in the past few years, the City has increased that amount to four (4) events annually and CalMet has been providing that service every year. This Amendment will now include the four (4) annual community clean-up events that are currently being done.
4. Sidewalk and Bus Stop Container Service: A modification will be made to increase the number of trash containers being collected by the solid waste hauler to be in line with the City's Litter Abatement Program, which includes adding more trash containers throughout major thoroughfares.
5. Annual Cost Adjustments: This adjustment will be made based on the CPI index related to trash services in the Los Angeles County region.

These terms have been reviewed and agreed upon by CalMet. Additionally, the City Attorney has reviewed and approved the amendment as to form.

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 Outcomes No. 4: Environmental Health, and No. 6: Efficient, Effective, and Fiscally Responsible.

RECOMMENDED ACTION

It is recommended that the City Council approve Amendment No. 1 to the Amended and Restated Agreement with CalMet Services, Inc. and authorize the Mayor or her designee to execute the Amendment in a form approved by the City Attorney.

**AMENDMENT NO. 1
TO AMENDED AND RESTATED AGREEMENT
BY AND BETWEEN
THE CITY OF PARAMOUNT
AND
CALMET SERVICES, INC.
FOR INTEGRATED SOLID WASTE MANAGEMENT SERVICES**

THIS AMENDMENT ("Amendment") is entered into this 15th day of March, 2022, by and between the City of Paramount, a municipal corporation (herein referred to as "City") and Calmet Services, Inc., 7202 Petterson Lane, Paramount, California 90723 (herein referred to as "Contractor") (collectively, the "Parties").

RECITALS

WHEREAS, City and Contractor entered into an Amended and Restated Agreement dated November 6, 2018, (the "Agreement"), wherein Contractor agreed to provide integrated solid waste management services; and

WHEREAS, this Agreement expires January 13, 2023 and allows the City the option to extend it for up to 5 additional years; and

WHEREAS, City and Contractor desire to extend the Agreement; and

WHEREAS, City and Contractor desire to amend other sections of the Agreement.

AGREEMENT

NOW, THEREFORE, the following sections of the Agreement are hereby amended to read as follows:

Section 2.4 Term of Agreement: This Agreement shall expire March 31, 2025. Notwithstanding the foregoing, the unexcused failure or refusal of collector to perform any material term, covenant, obligation or condition contained in this Agreement shall give rise to the right, in favor of city, for earlier termination of this Agreement for cause in accordance with the procedures elsewhere contained herein.

Section 4.1.11 Citywide Neighborhood Clean-Up Event: Contractor shall deliver and Collect Bins and Roll-Off Boxes as necessary to City-designated locations for four (4) events per calendar year and shall process or Dispose of all Solid Waste Collected. Events will be neighborhood clean-ups whereby volunteers clean-up a specified area (such as a neighborhood, home, alley or park) within the City, placing all Collected Solid Waste in the Contractor-provided Bins and/or Roll-off Boxes. Event durations will vary, but will typically be one to two days. Contractor shall provide all service, processing and Disposal under this section at no additional charge. Items Collected during this event will be handled in accordance with Sections 4.1.12 and 4.1.13.

Section 4.2.15 SB 1383: Contractor shall assist the City in complying with SB 1383 as the law relates to the Contractor's operations as specified in this Section 4.2.15. Contractor shall collaborate with the City to assist City in implementing new programs or alter operations to comply with SB 1383 as provided under applicable law. Contractor shall also initiate a Residential Food Waste Program in compliance with SB 1383. For the purposes of this provision, "Residential Food Waste Program" shall mean a program in which Contractor collects, transports, and processes source-separated organic waste materials discarded by Residential accountholders in green containers, in accordance with SB 1383 and the regulations related thereto. The Residential Food Waste Program is not intended to cover all SB 1383 requirements relating to Residential accounts, including but not limited to waste characterization assessments, route reviews or surveys, contamination protocols, procurement of compost, mulch, or Renewable Natural Gas, and recordkeeping. The Residential Food Waste program will be introduced by Contractor on April 1, 2022 to selected Residential accounts, with full implementation to all Residential accounts by September 30, 2022. Anticipated disposal costs for the implementation of this program are as follows: \$1.15 (before franchise fees) will be included in a net residential rate adjustment to be implemented effective April 1, 2022; \$1.10 (before franchise fees) will be included in a net residential rate adjustment to be implemented effective April 1, 2023 ("SB 1383 Adjustments"). Any supplemental SB 1383 Adjustments ("Supplemental SB 1383 Rate Adjustment") are subject to approval by the Paramount City Council. These costs include an anticipated food waste weight of approximately 4.5 pounds per week per single family residential account at a cost of \$125 per ton for organics processing at the transfer station as shown in Exhibit A ("Program Assumptions"). In the event that the Program Assumptions, including but not limited to food waste weight per week per single family Residential account and organic processing costs, are greater than as specified herein, the parties shall meet and confer concerning a Supplemental SB 1383 Rate Adjustment in 2023.

Section 4.5.8 Sidewalk and Bus Stop Container Service: Contractor shall service, by collecting, processing and disposing of all Solid Waste Collected from all City-owned sidewalk and bus stop containers throughout the City. The number of Solid Waste containers and frequency of collection shall be determined by the City's Public Works Director. The City estimates an additional thirty (30) containers are to be added by the City no later than December 31, 2022. Contractor shall transport and deliver the collected Solid Waste to the disposal facility, the materials recovery facility, or such other facility as appropriate.

Section 6.3 Schedule of Future Adjustments: Beginning in April 1, 2023 and ending on March 31, 2025, Contractor may request an annual adjustment to the maximum rates ("Annual Rate Adjustment") no more than once per year. The Contractor shall submit its request in writing, to be received by the City in person or via certified mail, by no later than the preceding December 30. Failure to submit a written request by December 30 shall result in Contractor waiving the right to request such an increase for the subsequent Rate Year. The new rates will take effect in April 1 of each year of this Agreement and the Annual Rate Adjustments are subject to approval by the Paramount City Council. The approved Contractor compensation shall be based on the percentage change in the average annual published Consumer Price Index, for Trash and Garbage Collection (CUUR0000SEHG02), U.S. City average, as published by the United States

Department of Labor, Bureau of Labor Statistics, between the 12 months ended September prior to the Rate Period anniversary date, and the 12 months ended the prior September. For example, for the first rate increase effective April 1, 2023, the change in the index shall be measured as the percentage change from the average of the monthly index for 12 months ending September 2022. If the index is discontinued, an alternative index must be approved by the City Manager.

Force and Effect. Except as expressly amended by this Amendment No. 1 to Agreement, all other terms and conditions of the Agreement, attachments and exhibits thereto, shall remain in full force and effect.

Due Execution. The person(s) executing this Amendment on behalf of a Party hereto warrant(s) that (i) such Party is duly organized and existing; (ii) such person(s) are duly authorized to execute and deliver this Amendment on behalf of said Party; (iii) by so executing this Amendment, such Party is formally bound to the provisions of this Amendment; and (iv) entering into this Amendment does not violate any provision of any other agreement to which said Party is bound.

Entire Amendment. This Amendment contains the entire agreement and understanding between the Parties with respect to the subject matter of this Amendment, and supersedes any and all prior or contemporaneous oral and written representations, warranties, agreements, and understandings between the Parties concerning the subject matter of this Amendment.

[Signatures page follows]

IN WITNESS WHEREOF, the parties have executed this Amendment No. 1 to Agreement as of the date first hereinabove set forth.

CITY OF PARAMOUNT

CALMET SERVICES, INC.

Brenda Olmos, Mayor

Date: _____

Date: _____

ATTEST:

By: _____
Heidi Luce, City Clerk

Date: _____

APPROVED AS TO FORM:

By: _____
John E. Cavanaugh, City Attorney

Date: _____

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EXHIBIT A

Residential Food Waste Program Customer Rate Calculation

Average Greenwaste (GW) Rate per Ton	A	\$69.39	
Organics Rate per Ton	B	<u>\$125.00</u>	*
Differential per ton	C=B-A	\$55.61	
Calendar Year 2021 Residential Greenwaste Tons Collected	D	<u>2,767.40</u>	
Yearly Increased Cost for current GW	E=CxD	\$153,895.11	
Monthly Increased Cost for current GW	F=E/12	\$12,824.59	
Number of billing units (dwelling units)	G	<u>6,629</u>	
Additional Cost per home per month	H=F/G	\$1.93	
CY 2021 Average Residential Trash Tons Collected Per Year	I	12,813.33	
CY 2021 Average Residential Trash Pounds Collected Per Week	J	492,820.38	
Number of billing units (dwelling units)	G	<u>6,629</u>	
Average pounds of trash per home per week	K=J/G	74.34	
Percent from Trash to Organics	L	<u>6%</u>	
Pounds from Trash to Organics/home/week	M= KxL	4.46	
New tons to Organics annually	N= IxL	768.80	
Average Trash Rate per Ton	O	\$92.31	
Organics Rate per Ton	B	<u>\$125.00</u>	
Differential per ton	P=B-O	\$32.69	
Yearly Cost Increase Trash to Organics	Q= NxP	\$25,132.07	
Monthly Increase Trash to Organics	R=Q/12	\$2,094.34	
Number of billing units (dwelling units)	G	<u>6,629</u>	
Additional Cost per home per month	S=R/G	\$0.32	
Total increase in cost per home per month before franchise fee	T=H+S	\$2.25	/home/month

* The Organics rate per ton includes transfer, transport, processing, and composting starting from the Paramount transfer station

MARCH 15, 2022

RESOLUTION NO. 22:018

“A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PARAMOUNT
APPROVING THE MODIFICATION OF FEES AND CHARGES FOR PICK-
UP AND HAULING OF REFUSE WITHIN THE CITY OF PARAMOUNT”

MOTION IN ORDER:

READ BY TITLE ONLY AND ADOPT RESOLUTION NO. 22:018.

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: March 15, 2022

**Subject: RESOLUTION NO. 22:018
APPROVING THE MODIFICATION OF FEES AND CHARGES FOR PICK-UP AND HAULING OF REFUSE WITHIN THE CITY OF PARAMOUNT**

BACKGROUND

This item is a request by our franchise trash hauler, CalMet Services, Inc. (CalMet), for a rate increase for commercial and residential trash hauling services. The City's solid waste franchise agreement with CalMet authorizes annual rate increases. Effective April of 2021, CalMet received a commercial rate increase of 6.85% and a residential rate increase of 2.5%. According to CalMet, these rate adjustments were necessary to cover increases in the Consumer Price Index (CPI) and CalMet's disposal tipping fee cost. These are commonly the two factors included in CalMet's rate increase request. However, in this year's rate increase request, there is a third factor: Residential Food Waste Recycling Program. All three of these factors are discussed below.

Basis for Rate Increase

Consumer Price Index: The City's agreement with CalMet states the CPI to be used in reference to the rate increase request is the Los Angeles-Riverside-Orange County (now called Los Angeles-Long Beach-Anaheim), CA CPI from August 2020 to August 2021. During this period, there was an increase of 4% in the CPI, indicating a rise in cost for a market basket of consumer goods and services. An increase in the CPI also suggests increases in the cost to operate a business.

Tipping Fees: Another cost of solid waste operations is tipping fees. Trash haulers must take their collected trash to a Materials Recovery Facility (MRF) to have the recyclable materials processed. These MRFs charge a fee for every ton of waste taken to their facility, known as a tipping fee. Specifically, the tipping fees for recyclable items (bottles, cans, paper, green waste, etc.,) has increased significantly in the last few years in comparison to green waste and standard solid waste.

Residential Food Waste Recycling: Over the last year, staff has provided several informational presentations to the City Council concerning the State of California's mandated organics waste recycling program, as required by SB 1383. Part of this mandated organics program is a residential food waste recycling component. This State-mandated program will inevitably cause an increase in the costs of processing residential

greenwaste, as the food waste will be comingled with the residential greenwaste. In order to begin the roll out of this State-mandated program, staff has worked with CalMet to determine the start-up costs for such a program. Rather than placing a large one year rate increase on residential accounts, we are proposing to split the cost over two years. As a result, half of the anticipated start-up costs are in CalMet's 2022 rate increase request and the other half is anticipated to be in the 2023 rate increase request.

Proposed 2022 Residential Trash Collection Rates

For residential accounts, CalMet originally requested a 4.62% increase per month, to cover increases in tipping fees and CPI. However, after negotiations with CalMet, staff recommends a 3% (\$0.61/month) increase for residential accounts. In addition to this 3% increase, another 2.13% (\$1.18/month) will be added to the residential rate increase for the partial introduction of the City's Residential Food Waste Recycling Program, which will begin rolling out next month. This will bring the total increase to 5.13% (\$1.04/month). As mentioned above, the \$1.18 increase represents only a partial cost of the overall organics program as required by the State. Once the Program is fully implemented, actual costs can be fully assessed and the remaining costs would need to be added to next year's increase.

Understanding the financial circumstances of our community, particularly as a result of the COVID-19 pandemic, the City is recommending the use of a portion of its AB 939 funds (recycling funds) to partially fund the costs associated with the introduction of this State-mandated Residential Food Waste Recycling Program. This subsidy by the City would minimize the impact on the residential rate in 2022. Rather than experiencing an 8.85% (\$1.79/month) increase, residents will see a 5.13% (\$1.04/month) increase.

Current Rate	CPI/Tipping Fee at 3%	Residential Food Waste Program	Proposed Rate	Total Adjustment	Percentage Adjustment
\$20.22	\$0.61	\$1.18	\$22.01	\$1.79	8.85%
		<i>-\$0.75 - City Subsidy</i>			
\$20.22	\$0.61	\$0.43*	\$21.26	\$1.04	5.13%

The estimated cost to the City from April 1, 2022 to March 31, 2023 is \$59,094. Our estimated annual revenue in AB 939 fees is approximately \$76,000, of which a portion is used for the administration of environmental programs. If this rate subsidy is approved by the City Council, we would provide this funding to CalMet who will then use this to fund the Residential Food Waste Recycling Program, thereby offsetting the rate increase to residential accounts.

Attached is a chart showing where Paramount's residential trash rate stands in comparison to other cities in the region and where it would stand if this rate increase is approved. It is important to note that many cities are currently in the process of updating their rates to include the new State mandated Organics Waste Recycling program, as required by SB 1383.

Proposed 2022 Commercial Trash Collection Rates

Commercial accounts (which include businesses, industry, and apartment complexes of 5 units or more) generate nearly 70% of the City's trash – approximately 27,000 tons annually. Rates differ depending on the bin size used by the customer and the number of pick-ups requested per week. After some negotiating, staff is now recommending an increase for commercial accounts of 6% for commercial trash services, and 5% for roll-off services. For the most common account (a 3-yard bin with one pick-up once per week), the rate would go from \$155.14 to \$164.39 monthly, or an increase of \$9.25. The second largest category of commercial accounts is a 3-yard bin with two pick-ups per week. This rate would increase from \$258.57 to \$273.98 per month, or an increase of \$15.41. The third largest category of commercial accounts is a 3-yard bin with three pick-ups per week. This rate would increase from \$359.19 to \$380.58 per month, or a \$21.39 increase. Attached is a chart showing where Paramount's commercial rates stand in comparison to other trash rates in the region and where it would stand if these rate increases are approved

Resolution No. 22:018 approving the request for an increase in trash rates for residential and commercial accounts is attached. If approved, the rate increase would go into effect April 1, 2022.

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 Outcomes No. 4, Environmental Health, and No. 6: Efficient, Effective, and Fiscally Responsible.

RECOMMENDED ACTION

It is recommended that the City Council read by title only and adopt Resolution No. 22:018.

Residential Rates as of 3/2/2022		
City	Hauler	Monthly Rate
Lomita	CalMet	\$27.57
Bellflower	CR&R	\$26.85
Downey	CalMet	\$25.67
Lynwood	Waste Resources Inc.	\$25.62
Whittier	Athens & Republic	\$25.16
Lakewood	EDCO	\$24.27
Santa Fe Springs	CR&R, Serv-Wel & Republic	\$23.35
Artesia	CR&R	\$22.71
Norwalk	Athens	\$21.35
Paramount (Recommended)	CalMet	\$21.26
Cerritos	CalMet	\$20.42
Paramount (Current)	CalMet	\$20.22
Huntington Park	CR&R	\$15.58

NOTE: Most cities have not yet negotiated their 2022 residential rates. These cities will likely experience a rate increase in the upcoming months.

Commercial Rates as of 3/2/2022 – 3 CY 1x per Week		
City	Hauler	Monthly Rate
Santa Fe Springs	CR&R, Serv-Wel & Republic	\$270.12
Lynwood	Waste Resources Inc.	\$225.74
Bellflower	CR&R	\$211.88
Norwalk	Athens	\$206.52
Huntington Park	CR&R	\$202.47
Whittier	Athens & Republic	\$180.86
Downey	CalMet	\$167.93
Artesia	CR&R	\$167.10
Paramount (Recommended)	CalMet	\$164.39
Paramount (Current)	CalMet	\$155.14
Lomita	CalMet	\$153.97
Cerritos	CalMet	\$151.95
Lakewood	EDCO	\$136.28

NOTE: Most cities have not yet negotiated their 2022 commercial rates. These cities will likely experience a rate increase in the upcoming months.

CITY OF PARAMOUNT
LOS ANGELES COUNTY, CALIFORNIA

RESOLUTION NO. 22:018

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PARAMOUNT
APPROVING THE MODIFICATION OF FEES AND CHARGES FOR PICK-
UP AND HAULING OF REFUSE WITHIN THE CITY OF PARAMOUNT

WHEREAS, the City of Paramount has entered into an Amended and Restated Agreement with CalMet Services, Inc., dated November 6, 2018, for Integrated Solid Waste Management Services; and

WHEREAS, pursuant to the Municipal Code of the City of Paramount and said agreement, the City Council may, by resolution, approve the modification of fees and charges for said services; and

WHEREAS, the City of Paramount will partially fund the introduction of the State mandated Residential Food Waste Program.

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

SECTION 1. The above recitations are true and correct.

SECTION 2. The City Council, after study and investigation, and pursuant to Article II, Division 3 of the Paramount Municipal Code and Article 6.1 of said agreement, does approve the fee schedule in Attachment A for collection, removal, and disposal of garbage, recyclables, rubbish, and other refuse matter within the City.

- A. Single Family Residences, including up to four residential dwellings, shall be charged \$21.26 (includes \$0.30 in AB 939 fees) per month per dwelling unit.
- B. Single Family Residences - Additional Barrel Rates, additional refuse barrel: \$7.39. Additional yard waste barrel: \$3.68. No charge for first additional recycling barrel; \$3.68 each additional thereafter.
- C. Home Ownership - Multi-Family Complexes, including townhome/condominium complexes and mobile home parks, shall be charged rates as set forth in the table below. All rates include \$0.90 in AB 939 fees per pick-up.

PICK-UPS PER WEEK/BILLED MONTHLY						
Bins	1	2	3	4	5	6
1 yd	\$94.34	-	-	-	-	-
1-1/2 yd	\$94.27	-	-	-	-	-
2 yd	\$129.94	\$213.05	\$296.32	\$378.01	\$462.68	\$545.91
3 yd	\$161.18	\$263.32	\$362.23	\$453.31	\$541.37	\$628.08
4 yd	\$212.62	\$341.54	\$460.75	\$560.83	\$643.93	\$775.37

D. Commercial/Industrial - Bins

All commercial/industrial accounts shall be charged rates as set forth in the table below. In the event bins are used in non-homeownership multiple-residential complexes, the rates shall be the same as the commercial rates below. All bin rates below include \$0.90 in AB 939 fees per pick-up. The AB 939 fee for automated barrels is \$0.90 per pick-up (one barrel).

PICK-UPS PER WEEK/BILLED MONTHLY						
Bins	1	2	3	4	5	6
1 yd	\$97.54	-	-	-	-	-
1-1/2 yd	\$103.19	-	-	-	-	-
2 yd	\$133.16	\$222.83	\$312.67	\$401.02	\$492.28	\$581.89
3 yd	\$164.39	\$273.98	\$380.58	\$479.99	\$576.59	\$671.51
4 yd	\$215.86	\$353.09	\$483.03	\$593.46	\$689.47	\$830.20
PICK-UPS PER WEEK/BILLED QUARTERLY						
Barrels	1	2	3	4	5	6
1	\$58.84	-	-	-	-	-
2	\$120.78	-	-	-	-	-

Commercial/Industrial – Organics

PICK-UPS PER WEEK/BILLED MONTHLY						
	1	2	3	4	5	6
65 gl. Carts	\$108.57	\$217.13	-	-	-	-

E. Roll-off Bins

All roll-off bin accounts shall be charged rates as set forth in the table below.

ROLL-OFF BIN CHARGES		RATE
<u>Roll-off Bin Service</u>		
Per load, plus dump fee (includes \$8.00 AB 939 fee)		\$416.28
Rental per day after 7 days without a dump		\$53.12
6 Ton Inclusive Rate (COD)		\$871.38
<u>Additional Roll-off Bin Fees</u>		
Overweight charge (per ton over ten tons/load)		\$145.95
Dry Run/Redelivery/Return Trip/Relocation Fee		\$113.85

F. Recycling Bins

All recycling bin accounts shall be charged rates as set forth in the table below.

PICK-UPS PER WEEK/MONTHLY CHARGE PER BIN						
	1	2	3	4	5	6
2 yd or 3 yd bins	\$42.17	\$63.87	\$85.60	\$107.31	\$129.03	\$150.77

G. Miscellaneous Charges

PICK-UPS PER WEEK/BILLED MONTHLY						
Service Type	1	2	3	4	5	6
Scout/Push-Out service charge (25 feet – 49 feet)	\$17.66	\$35.37	\$53.03	\$70.72	\$76.61	\$100.22
Scout/Push-Out service charge (50 feet and further)	\$36.46	\$72.93	\$109.40	\$145.88	\$182.32	\$218.76
Lock Lid service charge	\$18.22	\$22.78	\$27.32	\$31.91	\$36.46	\$41.02

ADDITIONAL SERVICE CHARGES	RATE PER
----------------------------	----------

	SERVICE
Residential Bin and Commercial Bulky Item Pick-up:	\$24.68
Bin Return Trip/Dry Run Fee	\$54.86
Bin Re-delivery Fee (if bins are pulled for non-payment)	\$99.61
Bin Cleaning (over once per year)	\$114.95
3-yard Temporary Bin	
Per dump (delivery, disposal and 7-day rental included)	\$121.74
Rental per day after 7 days without a dump	\$8.32
Emergency Service Rates (per hour) – one crew and one collection truck	\$368.33

SECTION 3. The effective date of the modified residential and commercial accounts fees and charges shall be April 1, 2022.

SECTION 4. The City will utilize AB939 revenues to pay its franchise hauler the amount of \$0.75 per residential account per month for a period of 1 year, from April 1, 2022 to March 31, 2023 to cover partial costs associated with the introduction of the State mandated Residential Food Waste Program.

SECTION 5. The Mayor, or presiding officer, is hereby authorized to affix his or her signature to this resolution signifying its adoption and the City Clerk, or her duly appointed deputy, is directed to attest hereto.

SECTION 6. This Resolution shall take effect immediately upon its adoption.

PASSED, APPROVED, and ADOPTED by the City Council of the City of Paramount this 15th day of March 2022.

Brenda Olmos, Mayor

ATTEST:

Heidi Luce, City Clerk

MARCH 15, 2022

APPROVAL OF GRANT AGREEMENT WITH SAN GABRIEL AND LOWER LOS ANGELES RIVERS AND MOUNTAINS CONSERVANCY (RMC); AND APPROVAL OF PROPOSAL FROM WILL DAN ENGINEERING TO PROVIDE PROFESSIONAL ENGINEERING DESIGN SERVICES FOR THE WEST SANTA ANA BRANCH BIKEWAY PHASE III (CITY PROJECT NO. 9237)

MOTION IN ORDER:

A. APPROVE AN AGREEMENT WITH SAN GABRIEL AND LOWER LOS ANGELES RIVERS AND MOUNTAINS CONSERVANCY (RMC) FOR DESIGN AND CONSTRUCTION OF THE WEST SANTA ANA BRANCH BIKEWAY PHASE III (CITY PROJECT NO. 9237), AND AUTHORIZE THE MAYOR OR HER DESIGNEE TO EXECUTE THE AGREEMENT IN A FORM APPROVED BY THE CITY ATTORNEY; AND

MOTION:

MOVED BY: _____

SECONDED BY: _____

[] APPROVED

[] DENIED

ROLL CALL VOTE:

AYES: _____

NOES: _____

ABSENT: _____

ABSTAIN: _____

B. AUTHORIZE THE SERVICES OF WILLDAN ENGINEERING IN THE AMOUNT OF \$240,000 TO DESIGN THE WEST SANTA ANA BRANCH BIKEWAY PHASE III (CITY PROJECT NO. 9237), AND AUTHORIZE THE MAYOR OR HER DESIGNEE TO EXECUTE THE AGREEMENT IN A FORM APPROVED BY THE CITY ATTORNEY.

MOTION:

MOVED BY: _____

SECONDED BY: _____

[] APPROVED

[] DENIED

ROLL CALL VOTE:

AYES: _____

NOES: _____

ABSENT: _____

ABSTAIN: _____



To: Honorable City Council

From: John Moreno, City Manager

By: Adriana Figueroa, Public Works Director
Sarah Ho, Public Works Assistant Director

Date: March 15, 2022

Subject: APPROVAL OF GRANT AGREEMENT WITH SAN GABRIEL AND LOWER LOS ANGELES RIVERS AND MOUNTAINS CONSERVANCY (RMC); AND APPROVAL OF PROPOSAL FROM WILL DAN ENGINEERING TO PROVIDE PROFESSIONAL ENGINEERING DESIGN SERVICES FOR THE WEST SANTA ANA BRANCH BIKEWAY PHASE III (CITY PROJECT NO. 9237)

BACKGROUND

For a number of years the City has been pursuing funding to construct the West Santa Ana Branch Bikeway (WSABB) Class I bicycle and pedestrian trail along the railroad right-of-way that runs diagonally across the City. The project has been planned in phases, allowing the City to request funding from different sources in order to complete the approximately 2.3 mile trail that connects users from the Los Angeles River to the San Gabriel River through the cities of Paramount and Bellflower.

Phase I from Lakewood Boulevard to Somerset Boulevard has already been constructed. Phase II from Somerset Boulevard to Rosecrans Avenue and Phase IV from Garfield Avenue to the Los Angeles River are currently in design. Phase III is the final portion of the trail from Rosecrans Avenue to Garfield Avenue. Attached to this staff report is a map detailing each phase.

In addition to the trail, each phase offers bicycle and pedestrian infrastructure improvements including: fencing, energy efficient LED pedestrian lighting, landscaping, decomposed granite, Americans with Disabilities Act (ADA) curb ramps, traffic signal modification, at-grade pedestrian/cyclist railroad crossing, and street furniture for trail users. The project will improve mobility and connectivity through the city by expanding recreational opportunities for community members.

DISCUSSION

The City has been awarded a \$2,554,545 competitive grant from the San Gabriel and Lower Los Angeles Rivers and Mountains Conservancy (RMC) for the design and construction of Phase III of this regional project. We must enter into an agreement with RMC to receive the funding in order to begin the design phase of the project.

On February 22, 2022, at the request of the City, Willdan Engineering (Willdan) submitted a proposal for professional engineering design services for the WSABB Phase III project in the amount of \$240,000. Under the City's purchasing policy, professional services, which often include highly specific areas of expertise, are not subject to the competitive bidding process. However, purchases of equipment or services in excess of \$25,000 need to be approved by the City Council. As Willdan Engineering is the City's current contractual engineering firm, the City will utilize the existing services agreement with Willdan.

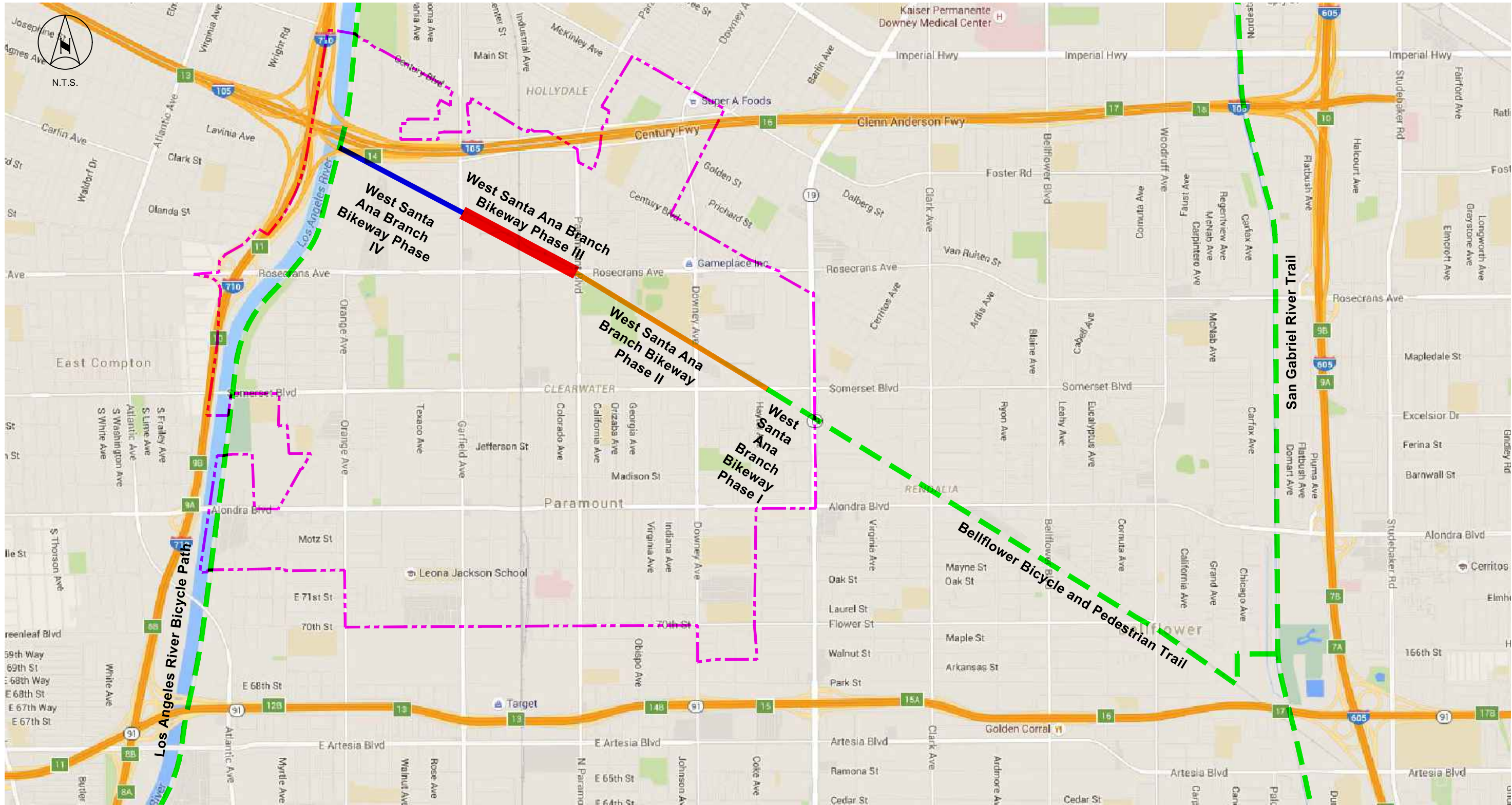
VISION, MISSION, VALUES, AND STRATEGIC OUTCOMES

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 Outcomes No. 4: Environmental Health, and No. 5: Attractive and Well Maintained Infrastructure.

RECOMMENDED ACTION

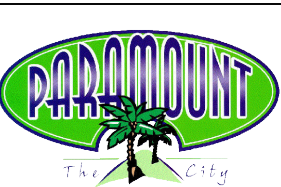
It is recommended that the City Council:

- A. Approve an agreement with San Gabriel and Lower Los Angeles Rivers and Mountains Conservancy (RMC) for design and construction of the West Santa Ana Branch Bikeway Phase III (City Project No. 9237), and authorize the Mayor or her designee to execute the agreement in a form approved by the City Attorney; and
- B. Authorize the services of Willdan Engineering in the amount of \$240,000 to design the West Santa Ana Branch Bikeway Phase III (City Project No. 9237), and authorize the Mayor or her designee to execute the agreement in a form approved by the City Attorney.



LEGEND

- | | | | |
|--|--|--|---------------------------------------|
| | Proposed Class I Bike Path | | Future Class I Bike Path (ATP Funded) |
| | Existing Class I Bike Path | | Paramount City Limit |
| | Future Class I Bike Path (Urban Greening Funded) | | |



STATE OF CALIFORNIA
AGREEMENT SUMMARY
STD 215 (Rev. 04/2020)

AGREEMENT NUMBER	AMENDMENT NUMBER
RMC21023	N/A

☒ CHECK HERE IF ADDITIONAL PAGES ARE ATTACHED

1. CONTRACTOR'S NAME City of Paramount		2. FEDERAL I.D. NUMBER 95-6005780
3. AGENCY TRANSMITTING AGREEMENT SGLLA Rivers and Mountains Conservancy (RMC)	4. DIVISION, BUREAU, OR OTHER UNIT	5. AGENCY BILLING CODE 010010
6a. CONTRACT ANALYST NAME Salian Garcia	6b. EMAIL sgarcia@rmc.ca.gov	6c. PHONE NUMBER (626) 815-1019

7. HAS YOUR AGENCY CONTRACTED FOR THESE SERVICES BEFORE?
☒ No ☐ Yes (If Yes, enter prior Contractor Name and Agreement Number)
PRIOR CONTRACTOR NAME

PRIOR AGREEMENT NUMBER

8. BRIEF DESCRIPTION OF SERVICES
Grant agreement funded from Propositions 1, 68, and 84 for the purposes of advancing the policies and priorities set forth in PRC 22.8 §§ 32601-32602, 32604, 32611-32615, including to provide for the public's enjoyment and enhancement of recreational and educational experiences on public lands in the San Gabriel Watershed and Lower Los Angeles River, and the San Gabriel Mountains in a manner consistent with the protection of lands and resources in those watersheds.

9. AGREEMENT OUTLINE (Include reason for Agreement: Identify specific problem, administrative requirement, program need or other circumstances making the Agreement necessary; include special or unusual terms and conditions.)
The West Santa Ana Trail Phase III Development Project will design and install a 0.53-mile Class I bicycle and pedestrian trail for community use. Phase III runs from Garfield Avenue to Rosecrans Avenue in the City through an existing utility and railroad corridor. This project is part of a multi-year, multi-phase, collaborative trail master plan in development since 2011, with Phase III being the last segment to be funded. The project will complete the West Santa Ana Branch Bikeway Trail and provide a completed trail connection from the Los Angeles River to the San Gabriel River through the cities of Paramount and Bellflower. In addition, Phase III will offer bicycle and pedestrian infrastructure improvements including fencing, energy efficient LED pedestrian lighting, landscaping, decomposed granite, ADA curb ramps, traffic signal modifications, an at-grade pedestrian/cyclist railroad crossing, and street furniture for trail visitors. The project will improve mobility and connectivity throughout the City by expanding recreational opportunities for community members, removing barriers, and closing gaps between existing bikeways and pedestrian paths. Please see RMC21023 (Grant Agreement) for additional details. (Resolution No. 2022-04).

10. PAYMENT TERMS (More than one may apply)
☐ Monthly Flat Rate ☐ Quarterly ☐ One-Time Payment ☐ Progress Payment
☒ Itemized Invoice ☐ Withhold _____ % ☐ Advanced Payment Not To Exceed _____ or _____ %
☐ Reimbursement / Revenue
☒ Other (Explain) Please see Grant Agreement for payment terms.

11. PROJECTED EXPENDITURES

FUND TITLE	ITEM	FISCAL YEAR	CHAPTER	STATUTE	PROJECTED EXPENDITURES
<input checked="" type="checkbox"/> Proposition 68	3825-101-6088	21/22	6	2020	\$715,970.00
<input checked="" type="checkbox"/> Proposition 68	3825-101-6088	21/22	21	2021	\$1,838,575.00

OBJECT CODE 5432000	AGREEMENT TOTAL \$2,554,545.00
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OPTIONAL USE	AMOUNT ENCUMBERED BY THIS DOCUMENT \$2,554,545.00
	PRIOR AMOUNT ENCUMBERED FOR THIS AGREEMENT \$0.00

I certify upon my own personal knowledge that the budgeted funds for the current budget year are available for the period and purpose of the expenditure stated above.	TOTAL AMOUNT ENCUMBERED TO DATE \$2,554,545.00
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ACCOUNTING OFFICER'S SIGNATURE	ACCOUNTING OFFICER'S NAME (Print or Type)	DATE SIGNED
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SCO ID:

STATE OF CALIFORNIA

AGREEMENT SUMMARY

STD 215 (Rev. 04/2020)

AGREEMENT NUMBER

RMC21023

AMENDMENT NUMBER

N/A

12. AGREEMENT

AGREEMENT	TERM FROM	TERM THROUGH	TOTAL COST OF THIS TRANSACTION	BID, SOLE SOURCE, EXEMPT
Original	03/01/2022	06/30/2024	\$2,554,545.00	Exempt
<input checked="" type="checkbox"/> Amendment 1				
TOTAL			\$2,554,545.00	

13. BIDDING METHOD USED

- ☐ Request for Proposal (RFP) (Attach justification if secondary method is used)
 ☐ Use of Master Service Agreement
☐ Invitation for Bid (IFB)
 ☒ Exempt from Bidding (Give authority for exempt status)
 ☐ Sole Source Contract (Attach STD. 821)
☐ Other (Explain) PCC § 10295 Federally or State-funded grant exempted based on opinion of the Attorney General

Note: Proof of advertisement in the State Contracts Register or an approved form STD. 821, Contract Advertising Exemption Request, must be attached

14. SUMMARY OF BIDS (List of bidders, bid amount and small business status) (If an amendment, sole source, or exempt, leave blank)

N/A

15. IF AWARD OF AGREEMENT IS TO OTHER THAN THE LOWER BIDDER, EXPLAIN REASON(S) (If an amendment, sole source, or exempt, leave blank)

N/A

16. WHAT IS THE BASIS FOR DETERMINING THAT THE PRICE OR RATE IS REASONABLE?

N/A

17a. JUSTIFICATION FOR CONTRACTING OUT (Check one)

- ☐ Contracting out is based on cost savings per Government Code 19130(a). The State Personnel Board has been so notified.
 ☐ Contracting out is justified based on Government Code 19130(b). When this box is checked, a completed JUSTIFICATION - CALIFORNIA CODE OF REGULATIONS, TITLE 2, SECTION 547.60 must be attached to this document.
☒ Not Applicable (Interagency / Public Works / Other Grant)

17b. EMPLOYEE BARGAINING UNIT NOTIFICATION

- ☐ By checking this box, I hereby certify compliance with Government Code section 19132(b)(1).

AUTHORIZED SIGNATURE		SIGNER'S NAME (Print or Type) Mark Stanley	DATE SIGNED
18. FOR AGREEMENTS IN EXCESS OF \$5,000: Has the letting of the agreement been reported to the Department of Fair Employment and Housing?		<input type="checkbox"/> No <input type="checkbox"/> Yes <input checked="" type="checkbox"/> N/A	
19. HAVE CONFLICT OF INTEREST ISSUES BEEN IDENTIFIED AND RESOLVED AS REQUIRED BY THE STATE CONTRACT MANUAL SECTION 7.10?		<input type="checkbox"/> No <input type="checkbox"/> Yes <input checked="" type="checkbox"/> N/A	
20. FOR CONSULTING AGREEMENTS: Did you review any contractor evaluations on file with the DGS Legal Office?		<input type="checkbox"/> None on file <input type="checkbox"/> No <input type="checkbox"/> Yes <input checked="" type="checkbox"/> N/A	
21. IS A SIGNED COPY OF THE FOLLOWING ON FILE AT YOUR AGENCY FOR THIS CONTRACTOR? A. Contractor Certification Clauses B. STD 204 Vendor Data Record		<input type="checkbox"/> No <input checked="" type="checkbox"/> Yes <input type="checkbox"/> N/A	
		22. REQUIRED RESOLUTIONS ARE ATTACHED <input checked="" type="checkbox"/> No <input type="checkbox"/> Yes <input type="checkbox"/> N/A 23. IS THIS A SMALL BUSINESS AND/OR A DISABLED VETERAN BUSINESS CERTIFIED BY DGS? <input checked="" type="checkbox"/> No <input type="checkbox"/> Yes SB/DVBE Certification Number:	

24. ARE DISABLED VETERANS BUSINESS ENTERPRISE GOALS REQUIRED? (If an amendment, explain changes if any)

- ☒ No (Explain below) ☐ Yes _____ % of Agreement

25. IS THIS AGREEMENT (WITH AMENDMENTS) FOR A PERIOD OF TIME LONGER THAN THREE YEARS?

- ☒ No ☐ Yes (If Yes, provide justification below)

I certify that all copies of the referenced Agreement will conform to the original agreement sent to the Department of General Services.

SIGNATURE	NAME/TITLE (Print or Type) Mark Stanley / Executive Officer	DATE SIGNED
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STATE OF CALIFORNIA

AGREEMENT SUMMARY

STD 215 (Rev. 04/2020)

AGREEMENT NUMBER

RMC21023

AMENDMENT NUMBER

N/A**JUSTIFICATION - CALIFORNIA CODE OF REGULATIONS, TITLE 2, SECTION 547.60**

In the space provided below, the undersigned authorized state representative documents, with specificity and detailed factual information, the reasons why the contract satisfies one or more of the conditions set forth in Government Code section 19130(b). Please specify the applicable subsection. Attach extra pages if necessary.

This contract is a Grant Agreement using State bond and/or Budget Act general funds.

PRC §§ 32601-32602, 32604, 32611-32615, 32621(d), especially § 32614 The RMC may enter into contracts with any public agency, private entity, or person necessary for the proper discharge of the conservancy's duties.

Authorization for expenditure of bond funds approved by the RMC Governing Board on January 18, 2022 per Resolution 2022-04.

The undersigned represents that, based upon his or her personal knowledge, information or belief the above justification correctly reflects the reasons why the contract satisfies Government Code section 19130(b).

SIGNATURE	NAME/TITLE(Print or Type) Mark Stanley / Executive Officer	DATE SIGNED
PHONE NUMBER (626) 815-1019	STREET ADDRESS 100 N. Old San Gabriel Canyon Road	
EMAIL mstanley@rmc.ca.gov	CITY Azusa	STATE CA
		ZIP 91702

Contractor Certification Clauses

CCC 04/2017

CERTIFICATION

I, the official named below, CERTIFY UNDER PENALTY OF PERJURY that I am duly authorized to legally bind the prospective Contractor to the clause(s) listed below. This certification is made under the laws of the State of California.

Contractor/Bidder Firm Name (Printed)	Federal ID Number
City of Paramount	95-6005780

By (Authorized Signature)

Printed Name and Title of Person Signing

John Moreno, City Manager

Date Executed	Executed in the County of
	Los Angeles

CONTRACTOR CERTIFICATION CLAUSES

1. **STATEMENT OF COMPLIANCE:** Contractor has, unless exempted, complied with the nondiscrimination program requirements. (Gov. Code §12990 (a-f) and CCR, Title 2, Section 11102) (Not applicable to public entities.)

2. **DRUG-FREE WORKPLACE REQUIREMENTS:** Contractor will comply with the requirements of the Drug-Free Workplace Act of 1990 and will provide a drug-free workplace by taking the following actions:

a. Publish a statement notifying employees that unlawful manufacture, distribution, dispensation, possession or use of a controlled substance is prohibited and specifying actions to be taken against employees for violations.

b. Establish a Drug-Free Awareness Program to inform employees about:

- 1) the dangers of drug abuse in the workplace;
- 2) the person's or organization's policy of maintaining a drug-free workplace;
- 3) any available counseling, rehabilitation and employee assistance programs; and,
- 4) penalties that may be imposed upon employees for drug abuse violations.

c. Every employee who works on the proposed Agreement will:

- 1) receive a copy of the company's drug-free workplace policy statement; and,

2) agree to abide by the terms of the company's statement as a condition of employment on the Agreement.

Failure to comply with these requirements may result in suspension of payments under the Agreement or termination of the Agreement or both and Contractor may be ineligible for award of any future State agreements if the department determines that any of the following has occurred: the Contractor has made false certification, or violated the certification by failing to carry out the requirements as noted above. (Gov. Code §8350 et seq.)

3. NATIONAL LABOR RELATIONS BOARD CERTIFICATION: Contractor certifies that no more than one (1) final unappealable finding of contempt of court by a Federal court has been issued against Contractor within the immediately preceding two-year period because of Contractor's failure to comply with an order of a Federal court, which orders Contractor to comply with an order of the National Labor Relations Board. (Pub. Contract Code §10296) (Not applicable to public entities.)

4. CONTRACTS FOR LEGAL SERVICES \$50,000 OR MORE- PRO BONO REQUIREMENT: Contractor hereby certifies that Contractor will comply with the requirements of Section 6072 of the Business and Professions Code, effective January 1, 2003.

Contractor agrees to make a good faith effort to provide a minimum number of hours of pro bono legal services during each year of the contract equal to the lesser of 30 multiplied by the number of full time attorneys in the firm's offices in the State, with the number of hours prorated on an actual day basis for any contract period of less than a full year or 10% of its contract with the State.

Failure to make a good faith effort may be cause for non-renewal of a state contract for legal services, and may be taken into account when determining the award of future contracts with the State for legal services.

5. EXPATRIATE CORPORATIONS: Contractor hereby declares that it is not an expatriate corporation or subsidiary of an expatriate corporation within the meaning of Public Contract Code Section 10286 and 10286.1, and is eligible to contract with the State of California.

6. SWEATFREE CODE OF CONDUCT:

a. All Contractors contracting for the procurement or laundering of apparel, garments or corresponding accessories, or the procurement of equipment, materials, or supplies, other than procurement related to a public works contract, declare under penalty of perjury that no apparel, garments or corresponding accessories, equipment, materials, or supplies furnished to the state pursuant to the contract have been laundered or produced in whole or in part by sweatshop labor, forced labor, convict labor, indentured labor under penal sanction, abusive forms of child labor or exploitation of children in sweatshop labor, or with the benefit of sweatshop labor, forced labor, convict labor, indentured labor under penal sanction, abusive forms of child labor or exploitation of children in sweatshop labor. The contractor further declares under penalty of perjury that they adhere to the Sweatfree Code of Conduct as set forth on the California Department of Industrial Relations website located at www.dir.ca.gov, and Public Contract Code Section 6108.

b. The contractor agrees to cooperate fully in providing reasonable access to the contractor's records, documents, agents or employees, or premises if reasonably

required by authorized officials of the contracting agency, the Department of Industrial Relations, or the Department of Justice to determine the contractor's compliance with the requirements under paragraph (a).

7. DOMESTIC PARTNERS: For contracts of \$100,000 or more, Contractor certifies that Contractor is in compliance with Public Contract Code section 10295.3.

8. GENDER IDENTITY: For contracts of \$100,000 or more, Contractor certifies that Contractor is in compliance with Public Contract Code section 10295.35.

DOING BUSINESS WITH THE STATE OF CALIFORNIA

The following laws apply to persons or entities doing business with the State of California.

1. CONFLICT OF INTEREST: Contractor needs to be aware of the following provisions regarding current or former state employees. If Contractor has any questions on the status of any person rendering services or involved with the Agreement, the awarding agency must be contacted immediately for clarification.

Current State Employees (Pub. Contract Code §10410):

1). No officer or employee shall engage in any employment, activity or enterprise from which the officer or employee receives compensation or has a financial interest and which is sponsored or funded by any state agency, unless the employment, activity or enterprise is required as a condition of regular state employment.

2). No officer or employee shall contract on his or her own behalf as an independent contractor with any state agency to provide goods or services.

Former State Employees (Pub. Contract Code §10411):

1). For the two-year period from the date he or she left state employment, no former state officer or employee may enter into a contract in which he or she engaged in any of the negotiations, transactions, planning, arrangements or any part of the decision-making process relevant to the contract while employed in any capacity by any state agency.

2). For the twelve-month period from the date he or she left state employment, no former state officer or employee may enter into a contract with any state agency if he or she was employed by that state agency in a policy-making position in the same general subject area as the proposed contract within the 12-month period prior to his or her leaving state service.

If Contractor violates any provisions of above paragraphs, such action by Contractor shall render this Agreement void. (Pub. Contract Code §10420)

Members of boards and commissions are exempt from this section if they do not receive payment other than payment of each meeting of the board or commission, payment for preparatory time and payment for per diem. (Pub. Contract Code §10430 (e))

2. LABOR CODE/WORKERS' COMPENSATION: Contractor needs to be aware of the provisions which require every employer to be insured against liability for Worker's Compensation or to undertake self-insurance in accordance with the provisions, and

Contractor affirms to comply with such provisions before commencing the performance of the work of this Agreement. (Labor Code Section 3700)

3. AMERICANS WITH DISABILITIES ACT: Contractor assures the State that it complies with the Americans with Disabilities Act (ADA) of 1990, which prohibits discrimination on the basis of disability, as well as all applicable regulations and guidelines issued pursuant to the ADA. (42 U.S.C. 12101 et seq.)

4. CONTRACTOR NAME CHANGE: An amendment is required to change the Contractor's name as listed on this Agreement. Upon receipt of legal documentation of the name change the State will process the amendment. Payment of invoices presented with a new name cannot be paid prior to approval of said amendment.

5. CORPORATE QUALIFICATIONS TO DO BUSINESS IN CALIFORNIA:

a. When agreements are to be performed in the state by corporations, the contracting agencies will be verifying that the contractor is currently qualified to do business in California in order to ensure that all obligations due to the state are fulfilled.

b. "Doing business" is defined in R&TC Section 23101 as actively engaging in any transaction for the purpose of financial or pecuniary gain or profit. Although there are some statutory exceptions to taxation, rarely will a corporate contractor performing within the state not be subject to the franchise tax.

c. Both domestic and foreign corporations (those incorporated outside of California) must be in good standing in order to be qualified to do business in California. Agencies will determine whether a corporation is in good standing by calling the Office of the Secretary of State.

6. RESOLUTION: A county, city, district, or other local public body must provide the State with a copy of a resolution, order, motion, or ordinance of the local governing body which by law has authority to enter into an agreement, authorizing execution of the agreement.



7. AIR OR WATER POLLUTION VIOLATION: Under the State laws, the Contractor shall not be: (1) in violation of any order or resolution not subject to review promulgated by the State Air Resources Board or an air pollution control district; (2) subject to cease and desist order not subject to review issued pursuant to Section 13301 of the Water Code for violation of waste discharge requirements or discharge prohibitions; or (3) finally determined to be in violation of provisions of federal law relating to air or water pollution.

8. PAYEE DATA RECORD FORM STD. 204: This form must be completed by all contractors that are not another state agency or other governmental entity.

RMC21023

GRANT AGREEMENT
SAN GABRIEL AND LOWER LOS ANGELES RIVERS AND MOUNTAINS CONSERVANCY
(RMC 21023)

State of California – The Resources Agency

GRANTEE	City of Paramount				
PROJECT TITLE	West Santa Ana Trail Phase III Development Project				
PERFORMANCE PERIOD	March 1, 2022	through	June 30, 2024		
<p>The people of the State of California have enacted the California Drought, Water, Parks, Climate, Coastal Protection, and Outdoor Access For All Act of 2018 (Proposition 68), which provides funds for the RMC grant program; and</p> <p>The RMC may award grants to local public agencies, state agencies, federal agencies, and nonprofit organizations for the purposes of Division 22.8 the Public Resources Code; and</p> <p>The Applicant has submitted a project which is consistent with the purposes of Division 22.8 of the Public Resources Code and the Bond Act.</p>					
PROJECT DESCRIPTION					
<p>The West Santa Ana Trail Phase III Development Project will design and install a 0.53-mile Class I bicycle and pedestrian trail for community use. Phase III runs from Garfield Avenue to Rosecrans Avenue in the City through an existing utility and railroad corridor. This project is part of a multi-year, multi-phase, collaborative trail master plan in development since 2011, with Phase III being the last segment to be funded. The project will complete the West Santa Ana Branch Bikeway Trail and provide a completed trail connection from the Los Angeles River to the San Gabriel River through the cities of Paramount and Bellflower. In addition, Phase III will offer bicycle and pedestrian infrastructure improvements including fencing, energy efficient LED pedestrian lighting, landscaping, decomposed granite, ADA curb ramps, traffic signal modifications, an at-grade pedestrian/cyclist railroad crossing, and street furniture for trail visitors. The project will improve mobility and connectivity throughout the City by expanding recreational opportunities for community members, removing barriers, and closing gaps between existing bikeways and pedestrian paths. (Resolution No. 2022-04).</p>					
TOTAL GRANT AMOUNT NOT TO EXCEED		\$ 2,554,545.00			
The General and Special Provisions attached are made a part of and incorporated into the Agreement.					
CITY OF PARAMOUNT		RIVERS AND MOUNTAINS CONSERVANCY STATE OF CALIFORNIA			
16400 COLORADO AVENUE PARAMOUNT, CA 90723		100 N. OLD SAN GABRIEL CANYON ROAD AZUSA, CA 91702			
BY (AUTHORIZED SIGNATURE):		BY (AUTHORIZED SIGNATURE):			
					
PRINTED NAME AND TITLE OF PERSON SIGNING: JOHN MORENO, CITY MANAGER		PRINTED NAME AND TITLE OF PERSON SIGNING: MARK STANLEY, EXECUTIVE OFFICER			
DATE SIGNED:		DATE SIGNED:			
CERTIFICATION OF FUNDING (FOR STATE USE ONLY)					
AMOUNT OF GRANT \$ 2,554,545.00		AGREEMENT NUMBER RMC21023		FUND – 6088 CA Drought, Water, Parks, Climate, Coastal Protection, and Outdoor Access for All Act of 2018	
ADJ. INCREASING ENCUMBRANCE		APPROPRIATION 3825-101-6088			
ADJ. DECREASING ENCUMBRANCE		CHAPTER/STATUTE CH 7 / 80100(a)(1)(B)			
TOTAL GRANT AMOUNT \$ 2,554,545.00		LINE ITEM ALLOTMENT 3825-101-6088		ENACTMENT YEAR 2020, 2021	
FISCAL YEAR 2021/22	ACCOUNT CODE	PROGRAM 2990	PROJECT 3825P68RMC21023	ACTIVITY V	AGENCY USE B8102
I hereby certify upon my personal knowledge that budgeted funds are available for this encumbrance					
SIGNATURE OF ACCOUNTING OFFICER			DATE		

RMC21023

GRANT AGREEMENT
SAN GABRIEL AND LOWER LOS ANGELES
RIVERS AND MOUNTAINS CONSERVANCY (RMC)
 State of California – The Resources Agency

TERMS AND CONDITIONS OF GRANT

The Grantee shall be responsible for the performance of the work as set forth herein below and for the preparation of products and reports as specified in this Agreement. The Grantee's Project Representative shall promptly notify the State of events or proposed changes that could affect the Work Plan under this Agreement.

SECTION I - Special Provisions

- A.** Grantee shall complete all work in accordance with an approved Work Plan which will be included in this Agreement as Exhibit C – Budget and Expenditure Tracking, Exhibit D – Tasklist and Timeline, and Exhibit E – Monitoring and Assessment Plan.
- B.** If the Project includes acquisition of real property:
 - 1. As conditions precedent to the State's obligation to deposit the Grant Amount in escrow, the Grantee must submit to the State for review and approval, two copies of an appraisal which meets State of California Department of General Services (DGS) appraisal specifications, and all documents pertaining to the Grantee's Acquisition of real property, including any preliminary title reports, agreements for purchase and sale, escrow instructions and the instruments of conveyance prior to the release of any Grant Funds.
 - 2. Grantee shall follow procedures according to Section II, D.2. Project Costs for acquisition projects.
 - 3. If the Project includes instruments such as a Memorandum of Understanding or Memorandum of Agreement for any purpose between the Grantee and other agencies or entities, the instrument(s) must be recorded by the designated agency/entity and provide notice of this agreement to the San Gabriel and Lower Los Angeles Rivers and Mountains Conservancy.
 - 4. Grantee must provide a Memorandum of Unrecorded Grant Agreement, Exhibit R, recorded by the Grantee to provide notice of this agreement between the Grantee and the San Gabriel and Lower Los Angeles Rivers and Mountains Conservancy (State).
 - 5. Grantee must provide a Real Property Description, Exhibit S, to provide the State a brief description of the subject property, including assessor's parcel number(s) (APNs) and map of the property.
- C.** The Grantee shall include a representative of the RMC (State) on the selection panel for all contracted services.
- D.** Grantee shall provide an Environmental Compliance Certification Form, Exhibit H, which certifies the Project is in compliance with the California Environmental Quality Act (CEQA) and/or the National Environmental Policy Act (NEPA).
- E.** Grantee shall provide documentation that the Project is consistent with local zoning and land use designations, or if it is not consistent a letter from the relevant planning agency acknowledging that it will take appropriate action to make the project consistent with local zoning and land use designations.
- F.** Grantee agrees to consult with, and be consistent with, local or regional planning criteria approved by agencies within the project jurisdiction, such as master plans or watershed management plans.

RMC21023

- G.** Grantee agrees to include active stakeholder/partner participation in the planning, development and monitoring process in accordance with the Project Description.
- H.** Rights in Data: The Grantee agrees that all data, plans, drawings, specifications, reports, computer programs, operating manuals, notes, and other written or graphic work produced in the performance of this Agreement are subject to the rights of the State as set forth in this section. The State shall have the right to reproduce, publish, and use all such work, or any part thereof, in any manner and for any purposes whatsoever and to authorize others to do so. If any such work is copyrightable, the Grantee may copyright the same, except that, as to any work which is copyrighted by the Grantee, the State reserves a royalty-free, nonexclusive, and irrevocable license to reproduce, publish, and use such work, or any part thereof, and to authorize others to do so (40 CFR 31.34, 31.36).
- I.** Disclosure: The Grantee agrees to disclose all funding sources for the full and complete planning or development project which includes this project Agreement, prior to and after Agreement approval. If the State should become aware, through any means, that the Grantee has not disclosed all funding sources for the Project, the Agreement will be referred to the State Department of Finance for a Project audit.
- J.** TIMELINESS: Time is of the essence in this Agreement. The Grantee may be considered for an extension and in the event of immediate circumstances beyond the control of the Grantee an extension and per the bond statute the project must be completed when the bond funds expire prior to March 30, 2025. The State reserves the right to terminate a grant if a grantee cannot complete a project during the Project timeline originally agreed upon, and/or if bond funds are in danger of reverting.
- K.** UNENFORCEABLE PROVISION: In the event that any provision of this Agreement is unenforceable or held to be unenforceable, then the parties agree that all other provisions of this Agreement have force and effect and shall not be effected thereby.
- L.** Existence and Power. Grantee is a governmental organization validly existing, and in good standing under the laws of California. Grantee has full power and authority to transact the business in which it is engaged and full power, authority, and legal right to execute and deliver this Agreement and incur and perform its obligations hereunder.
- M.** Binding Obligation. This Agreement has been duly authorized, executed and delivered on behalf of Grantee and constitutes the legal, valid, and binding obligation of Grantee, enforceable in accordance with its terms.
- N.** Eligibility of Funds. In the event that the California Budget Act does not provide sufficient appropriations to allow Grantor to fund the Program at the level initially agreed, the Grantor reserves the right to modify this agreement to reflect a reduction in available funds, as an alternative to termination.

RMC21023

SECTION II - General Provisions**A. Definitions**

1. The term “Act” as used herein means the California Drought, Water, Parks, Climate, Coastal Protection, and Outdoor Access for All Act of 2018, also known as Proposition 68.
2. The term “Agreement” as used herein means a grant agreement between the State and Grantee specifying the payment of Grant Amount by the State for the performance of Work Plan within the Project Performance Period by the Grantee.
3. The term “CEQA” as used herein means the California Environmental Quality Act, Public Resources Code Section 21000 et. seq.; Title 14, California Code of Regulations Section 15000 et. seq.
4. The term “Grant Amount” as used herein means funds derived from the sale of bonds authorized by the Act.
5. The term “Grantee” as used herein means the party described as the Grantee on page one (1) of this Agreement.
6. The term “Preliminary Costs” includes planning, plan documentation, design, appraisals and negotiations, permit costs, consultant costs, and other similar costs.
7. The term “Project” as used herein means the project described on page one (1) of this Agreement.
8. The term “Project Performance Period” as used herein means the period of time that the Grant Amount is available, and the time in which the Project must be complete as described on page one (1) of this Agreement.
9. The term “Executive Officer” as used herein means the person authorized by the State to operate, administer, and manage the San Gabriel & Lower Los Angeles Rivers and Mountains Conservancy.
10. The term “Project Manager” as used herein means the person authorized by the State to be responsible for oversight of the Project, under the supervision of the Executive Officer.
11. The term "Project Representative" as used herein means the person authorized by the Grantee to be responsible for the Project and is authorized by Grantee by Resolution to make daily management decisions.
12. The term “NEPA” as used herein means the National Environmental Policy Act, 42 U.S.C. 4321 et seq.
13. The term “RMC General Policies” refers to the general policies and grant program guidelines of the RMC as provided as part of the RMC Grant Program Guidelines dated September 2015, as Appendix A. The RMC General Policies are also provided herein as Exhibit F.
14. The term “State” as used herein means the San Gabriel & Lower Los Angeles Rivers and Mountains Conservancy (RMC), and may be used interchangeably herein.
15. The term “Work Plan” as used herein refers to the approved Exhibit C – Budget and Expenditure Tracking, Exhibit D – Tasklist and Timeline, and Exhibit E – Monitoring and Assessment Plan included in this Agreement.

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B. Project Execution

1. Grantee agrees to complete the Project within the Project Performance Period, and under the terms and conditions of this Agreement. Extensions may be requested at least 60 days in advance of the date of termination and will be considered in the event of circumstances beyond the control of the Grantee. Extension requests may be considered by State, at its sole discretion, but in no event beyond **March 30, 2025**.
2. Grantee shall comply with the California Environmental Quality Act (Public Resources Code, Section 21000, et. seq.), and with the National Environmental Policy Act (NEPA), as applicable.
3. If the Project includes acquisition of real property, the property must be acquired from a willing seller and for no more than the appraised fair market value approved by Department of General Services (DGS). The Grantee agrees to comply with all applicable State (Government Code, Chapter 16, Section 7260) and local laws or ordinances effecting relocation and real property acquisition. Documentation of such compliance must be submitted to the State.
4. If the Project includes development, the Grantee shall comply with all applicable current laws and regulations affecting development projects, including, but not limited to, laws affecting health and safety, hazardous materials, historical preservation, environmental impacts, building standards, and the like. Documentation of such compliance will be made available for review upon request by the State.
5. Grantee agrees to notify the State of any upcoming deadlines related to the development and construction of the project, to allow site visits by the State to determine if development work is conducted and completed in accordance with the approved Work Plan, including a final inspection upon Project completion.
6. Grantee agrees to consult with the Project Manager and submit a written request for approval by State of any deviation from the attached Work Plan prior to implementation of such changes to the Project.
7. Grantee agrees to provide reasonable public access to lands acquired in fee with Grant Amount except where that access may interfere with habitat protection.
8. Grantee agrees to post and maintain permanent signs acknowledging the source of funds consistent with the Signage Guidelines, Exhibit G.
9. Grantee will provide one full set of as-built documents to the State upon completion of project development.
10. Grantee will immediately notify the RMC of its inability to complete a project according to the Grant Agreement. RMC reserves the right to terminate a grant if a Grantee cannot complete the project, is not submitting the required Quarterly Reports, Advance reconciliations or other Grant documentation on a timely basis, does not have the organizational capacity to carry out the deliverables of the grant, change in scope of the project is significantly different from original project description, has financial hardships (bankruptcy, fiscal insolvency or mismanagement), legal matters, and/or cannot complete the grant as agreed upon, and/or bond funds are at risk of reverting.

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C. Project Costs

Subject to the availability of Grant Amount in the Act, the State hereby grants to the Grantee a sum of money (Grant Amount) not to exceed the amount stated on page one (1) of this Agreement in consideration of and on condition that the sum be expended in carrying out the purpose as set forth in the Work Plan which includes the Tasklist, Timeline and Budget, and under the terms and conditions set forth in this Agreement. Grantee agrees to assume any obligation to furnish any additional funds that may be necessary to complete the Project in the event of project delays, changes, or unforeseen circumstances. All costs accrued for services or supplies prior to the execution of Agreement are not eligible for reimbursement.

Eligible and ineligible costs include, but are not limited to, items detailed in Exhibit I, Eligible and Ineligible Costs. All eligible costs submitted for reimbursement must be accompanied by appropriate supporting documentation.

The Grant Amount to be provided to the Grantee, under this Agreement, may be disbursed as follows:

1. For acquisition projects: Any Grant Funds provided to Grantee under this Agreement will be disbursed for eligible costs as follows, but shall not exceed in any event the amount set forth on the signature page of this Agreement:
 - a. The State approved purchase price, together with the State approved costs of Acquisition, within sixty (60) days of close of escrow. All disbursements are subject to up to ten percent (10%) withhold pending Project completion, the final close-out site visit by the State, terms and conditions set forth in this Agreement.
 - b. Costs of obtaining approval of the purchase price and transaction review from the Department of General Services (DGS). The amount disbursed by the State in any event shall not exceed the amount set forth on the signature page of this Agreement. The remainder of the Grant Funds, if any, shall be available on a reimbursable basis.
 - c. Requests for payment of Grant Funds shall follow procedures in accordance with Section II, D.3 Payment Documentation for acquisitions.
2. Grant Funds in this award have a limited period in which they must be expended. All Grantee expenditures funded by the State must occur within the time frame of the Project Performance Period as indicated in this Agreement.
3. Except as otherwise provided herein, the Grantee shall expend Grant Funds in the manner described in the Budget, Exhibit C as approved by the State.
4. For planning and development projects: The State may reimburse the Grantee the Grant Amount less 10% withholding, upon submission of quarterly payment requests and required Quarterly Reports consistent with the Work Plan of this Agreement.
5. Indirect and overhead costs shall not exceed 10% of the Grant Amount.
 - a. For acquisition and development projects, the total of all indirect and overhead costs and Preliminary Costs shall not exceed 10% of the Grant Amount. Preliminary Costs include planning, plan documentation, design, appraisals and negotiations, permit costs, consultant costs, and other similar costs (see Exhibit I).
6. Line item budget changes of 10% or more (either less or more than the originally budgeted amount) must be approved by the State, especially if line item changes exceed 10% of the total project cost.

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D. Payment Documentation

1. Prior to any payment requests, the Grantee must complete Exhibit A – Agreement Summary Form and Exhibit B – Payee Data Record (State Form STD 204) and submit both forms to the RMC within ten (10) working days of approval of the grant.

Information submitted on Exhibit A may be made available to the public on the Department of Finance, Resources Agency, and Rivers and Mountains Conservancy website and on other websites as may be required by Resources Agency.

2. All payment requests must be submitted by the Grantee using a completed Payment Request Form, Exhibit J. An approved Payment Request Form constitutes as a valid invoice for payment and must be accompanied by completed forms, as applicable, listed below:

Payment Request Package

Exhibit K:	Project Costs Summary Form
Exhibit L:	Labor Costs Summary Form
Exhibit M:	Equipment Costs Summary Form
Exhibit N:	Services and Materials Costs Summary Form
Exhibit O:	Report of Alternative Funding Source Expenditures Form
Exhibit P:	Quarterly Progress Report
Exhibit Q:	Quarterly Expenditure Projection Report
Exhibit T:	Project Certification Form (prior to final payment)

The Project Costs Summary Form, Exhibit K is completed by bringing forward the total expenditures from the Labor Costs Summary Form, Exhibit L, the Equipment Costs Summary Form, Exhibit M, and the Services and Materials Costs Summary Form, Exhibit N. The Labor Costs Summary Form, Equipment Costs Summary Form, and Services and Materials Form are completed by itemizing all charges, documenting check numbers, amounts, dates, recipients, purpose of expenditures, and clearly identifying charges to Work Plan tasks and elements.

State will consider the use of organizational records in lieu of the detailed listing on the specific exhibits, providing all the information required on the exhibits is contained in the organizational record. If organizational records are submitted, Grantee shall summarize information on the appropriate exhibit.

The Labor Costs Summary Form, Exhibit L, is submitted with the Payment Request Form and is completed by listing the Grantee's staff and/or personnel, the dates and hours for the pay period, the pay rate, the check or warrant number, and the total dollars paid for the period of the reimbursement request. State will consider the use of organizational records in lieu of the detailed listing on the exhibit, providing all the information required on the exhibit is contained in the organizational record. If organizational records are submitted, Grantee shall summarize information on the appropriate exhibit.

The Equipment Costs Summary Form, Exhibit M, is submitted with the Payment Request Form Exhibit J and is completed by listing the type of equipment that was used, the dates the equipment performed the work, the check or warrant number that paid for the use of the equipment, and the amount of the payment for the period of the reimbursement request. State will consider the use of organizational records in lieu of the detailed listing on the exhibit, providing all the information required on the exhibit is contained in the organizational record. If organizational records are submitted, Grantee shall summarize information on the appropriate exhibit.

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The Services and Materials Costs Summary Form, Exhibit N, is submitted with the Payment Request Form Exhibit J and is completed by listing the materials or services that were performed or delivered to accomplish specific tasks. The detailed listing on the form includes, the deliverable, the task, the date, the recipient of the funds, the check or warrant or check number used for payment of the recipient, and the amount of the payment for the period of the reimbursement request. State will consider the use of organizational records in lieu of the detailed listing on the exhibit, providing all the information required on the exhibit is contained in the organizational record. If organizational records are submitted, Grantee shall summarize information on the appropriate exhibit.

A Report of Alternate Funding Source Expenditures, Exhibit O is submitted to the State with each Payment Request and detail costs charged to other funding sources, i.e., Grantee's own funds, State or Federal funds, other grants. State will consider the use of organizational records in lieu of the detailed listing on the exhibit, providing all the information required on the exhibit is contained in the organizational record. If organizational records are submitted, Grantee shall summarize information on the appropriate exhibit.

Any payment request that is submitted without the required itemization will not be authorized. If the required itemization or documentation is incomplete, inadequate or inaccurate, the State will inform the Grantee and hold the payment request until all required information is received or corrected. Any penalties imposed on the Grantee by a contractor because of delays in payment will be paid by the Grantee and are not reimbursable under this Agreement.

3. Acquisition projects shall provide documentation in accordance with this section.
 - a. Requests for payment of Grant Funds into escrow must be submitted via a completed Payment Request Form, Exhibit J and be accompanied by a letter requesting funds be deposited to escrow on the Grantee's letterhead, containing all of the following:
 - i. Name and address of Grantee;
 - ii. Number of Agreement;
 - iii. Dollar amount of disbursement requested;
 - iv. Name, address and telephone number of the title company or escrow holder, and the escrow account number to which the Grant Funds will be disbursed;
 - v. A statement by Grantee that all funds (exclusive of the Grant Funds to be provided under this Agreement) needed for completion of Acquisition of the real property have been secured and have been or will be deposited to escrow at or about the same date as the requested Grant Funds. In making this statement, Grantee shall be entitled to reasonably rely on the representations of the transferor of the real property; and
 - vi. Anticipated close of escrow date.
 - vii. Payee Data Record (Form STD 204) Exhibit B, completed by the escrow company.
 - b. If advance for acquisition is approved in the full amount of the grant, Grantee will provide copies of the following documents within 30 days of escrow closing to the State, or, if requests for payment of Grant Funds on a reimbursable basis for Acquisitions shall include all of the following:
 - i. Complete Payment Request Package (Exhibits J or J-A, and through Q);
 - ii. Buyer's closing statement;
 - iii. Copies of grant deeds;
 - iv. Copies of recorded Memoranda of Unrecorded Grant Agreement, Exhibit R;
 - v. Policy of title insurance;
 - vi. Project Certification Form, Exhibit T (if the Project is complete);
 - vii. Evidence of compliance with signage requirement; and
 - viii. Summary report of final total Project expenditures.

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4. Grantee shall submit all documentation of Project completion no later than the end of the Project Performance Period as shown on page one (1). This documentation shall include a Notice of Completion for development/implementation grants, attached to the Project Certification Form, Exhibit T.
5. Grantee shall submit Final reimbursement within 60 days of Project completion or end of the Project Performance Period as shown on page one (1), whichever is earlier. All project tasks must be documented as complete prior to the end of the Project Performance Period as shown on page one (1).
6. Payments shall be on the basis of costs incurred, less 10% to be withheld from all invoiced amounts.
7. Any overpayment of Grant Amount in excess of final project costs shall be returned to the State within 60 days of completion of the Project or the end of the Project Performance Period as shown on page one (1), whichever is earlier.

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8. **ADVANCE PAYMENT FOR THE PROJECT IS GENERALLY NOT ALLOWED.** The State, at its sole discretion, may honor advance payment requests, if warranted by a documented compelling and immediate need.
- a. A Payment Request Form (Exhibit J), including all cost estimates for services, equipment and supplies to support the advanced amount requested, along with an itemized schedule of payments requiring immediate disbursement, should accompany this request.
 - b. Advance Payment Requests will **ONLY be authorized** if the submittal contains supporting documentation to show the funds will be expended within 30 days from the date on the warrant (generally two weeks from the date of a complete request).
 - c. If any Grant Amount is advanced, the Grantee shall place these funds in a discrete and separate account for the sole purpose of the advance, setting up and identifying such account prior to the advance. Any interest earned on the advanced amount from the Grant shall be used solely on the Project, as approved by the State. Interest earned may be spent on approved costs for the Project. In the event this is not feasible, interest earned must be returned to the State upon completion of the Project. Interest statements shall be provided to the State, at minimum on a quarterly basis.
 - d. Immediately upon disbursement of advance funds for the requested purpose, Grantee shall provide all forms as required in Item 2 of this Section with Exhibit J-A "Advance Release Form for Previously Advanced Funds." Any advanced funds remaining after 30 days from the date of the warrant must be returned to the State with any accrued interest with the Exhibit J-A.

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E. Project Administration

1. Grantee agrees to provide all technical and administrative services as needed for Agreement completion. Grantee agrees to monitor and review all work performed; and coordinate budgeting and scheduling to assure that the Agreement is completed within budget, on schedule, and in accordance with approved procedures, applicable laws, and regulations.
2. Grantee ensures that the Agreement requirements are met through completion of Quarterly Progress Report, Exhibit P and Quarterly Expenditure Projection Report, Exhibit Q submitted to the State in accordance with the Work Plan and through regular communication with the State adhering to the following schedule:

• 1 st Quarter	January 1 - March 31	Due April 30
• 2 nd Quarter	April 1 - June 30	Due July 30
• 3 rd Quarter	July 1 - September 30	Due October 30
• 4 th Quarter	October 1 - December 31	Due January 30

The State reserves the right to require reports more frequently than on a quarterly basis if necessary, but no more than once a month.

- a. The Quarterly Progress Report, Exhibit P, shall describe activities undertaken and accomplishments of each task during the quarter, milestones achieved, and any problems encountered in the performance of the work under this Agreement. The description of activities and accomplishments of each task shall be in sufficient detail to provide a basis for payment of invoices and shall be translated into percent of task work completed for the purpose of calculating invoice amounts. Progress reports should directly address tasks, timelines, deliverables, milestones and associated costs scheduled in the Work Plan, Exhibit C, Exhibit D, and Exhibit E. Any major budget and timeline adjustments which will impact Exhibit C, Budget/Expenditure Tracking, Exhibit D, Tasklist and Timeline, or both must be reviewed with the Project Manager.
 - b. The Quarterly Expenditure Projection Report, Exhibit Q, shall reflect both actual and projected expenditures. The sum of all quarterly expenditure projection reports should equal that of approved Grant Amount.
 - c. At the completion of this Project and prior to final payment, the Grantee Project Representative shall fill out and provide a Project Certification Form, Exhibit T to the State.
3. Grantee shall comply with Disclosure Requirements, including the following disclosure statement in any document, written report, or brochure prepared in whole or in part pursuant to this Agreement:

"Funding for this project has been funded in full or in part through an Agreement with the Rivers and Mountains Conservancy (RMC) pursuant to the State of California Drought, Water, Parks, Climate, Coastal Protection, and Outdoor Access for All Act of 2018 (Proposition 68). The contents of this document do not necessarily reflect the views and policies of the RMC, nor does mention of trade names or commercial products constitute endorsement or recommendation of use."
 4. **GRANTEE SHALL NOTIFY THE STATE AT LEAST TEN (10) WORKING DAYS PRIOR TO ANY PUBLIC OR MEDIA EVENT PUBLICIZING THE ACCOMPLISHMENTS AND/OR RESULTS OF THIS AGREEMENT AND PROVIDE THE OPPORTUNITY FOR ATTENDANCE AND PARTICIPATION BY RMC REPRESENTATIVES.**
 5. Grantee must document steps taken in soliciting and awarding the subcontractors and submit them to the State for review and document all subcontractor activities in quarterly reports. The Grantee shall include a representative of the State on the selection panel for all contracted services.

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6. Grantee agrees to promptly submit reports as the State has set forth in this Agreement or as the State may request during the life of this Agreement. As stated in Section II. B, 10 Project Execution and H, 4 Loss of Grant Amount, the RMC reserves the right to terminate a grant if a Grantee is not submitting the required Quarterly Reports in accordance to the schedule set forth above.
7. Grantee shall conform with disclosures to US Fish and Wildlife Service, California Department of Fish and Game and other agencies if a special status species is found on the project site.
8. Grantee agrees that property and facilities acquired or developed pursuant to this Agreement shall be available for inspection upon request by the State.

F. Project Withdrawal

1. If a Grantee wishes to withdraw a Project, Grantee shall notify the State in writing.
2. In the event an approved project cannot be completed, and if Grant Amount were advanced, those funds, plus any accrued interest, must be returned to the State.
3. If funds will be used for the CEQA/NEPA process and the Grantee has made a full-faith effort to complete CEQA/NEPA, but is unable to complete the CEQA/NEPA process or otherwise proceed with the Project due to issues related to the CEQA/NEPA process, costs incurred by the Grantee that are directly related to the CEQA/NEPA process can be applied up to the limit of 20% of the total original grant for development projects, or actual expenditures for planning grants.

G. Project Termination

1. All Grantees must complete their project by **March 30, 2025**.
2. Grantee may unilaterally rescind this Agreement at any time prior to the commencement of the Project. After Project commencement this Agreement may be rescinded, modified or amended by mutual agreement in writing.
3. Failure by the Grantee to comply with the terms of this Agreement or any other Agreement under the Act may be cause for suspension of all obligations of the State hereunder.
4. Failure of the Grantee to comply with the terms of this Agreement shall not be cause for the suspension of all obligations of the State hereunder if in the judgment of the State such failure was due to no fault of the Grantee.
5. In such case, any amount required to settle at minimum cost any irrevocable obligations properly incurred shall be eligible for reimbursement under this Agreement.
6. Because the benefit to be derived by the State, from the full compliance by the Grantee with the terms of this Agreement, is the consistency with acquisition, development, rehabilitation, restoration, and protection of land and water resources consistent with RMC statutes, the Proposition 68 goals identified in the California Water Action Plan and statewide plans and priorities available to the people of the State of California and because such benefit exceeds to an immeasurable and unascertainable extent the amount of money furnished by the State by way of Grant Amount under the provisions of this Agreement, the Grantee agrees that payment by the Grantee to the State of an amount equal to the amount of the Grant Amount disbursed under this Agreement by the State would be inadequate compensation to the State for any breach by the Grantee of this Agreement.

The Grantee further agrees therefore, that the appropriate remedy in the event of a breach by the Grantee of this Agreement shall be the specific performance of this Agreement.

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7. Grantee and State agree that if the Project includes development, final payment may not be made until the Project conforms substantially to this Agreement, is a useable facility, and as-built documents and data have been provided to the State.

H. Loss of Grant Amount

The following actions may result in a loss in whole or part of all Grant Amount allocated to the Grantee.

1. A Grantee fails to return a signed Agreement with the RMC within 45 days of receipt of the Agreement.
2. A Grantee withdraws the Project.
3. A Grantee fails to complete the Project and/or fails to submit all documentation prior to the reversion date of the funds appropriated for the Grant.
4. RMC reserves the right to terminate a grant if a grantee cannot complete the project, is not submitting the required Quarterly Reports on time, Advance reconciliations or other Grant documentation on a timely basis, does not have the organizational capacity to carry out the deliverables of the grant, change in scope of the project is significantly different from original project description, has financial issues (bankruptcy, fiscal insolvency or mismanagement), legal issues, or cannot complete the grant during the Project timeline originally agreed upon.

I. Hold Harmless

1. Grantee agrees to waive all claims and recourse against the State including the right to contribution for loss or damage to persons or property arising from, growing out of or in any way connected with or incident to this Agreement except claims arising from the concurrent or sole negligence of State, its officers, agents, and employees.
2. Grantee agrees to indemnify, hold harmless and defend State, its officers, agents and employees against any and all claims demands, damages, costs, expenses or liability costs arising out of the acquisition, development, construction, operation or maintenance of the property described as the Project which claims, demands, or causes of action arise under Government Code Section 895.2 or otherwise except for liability arising out of the concurrent or sole negligence of State, its officers, agents or employees.
3. Grantee agrees that in the event State is named as codefendant under the provisions of Government Code Section 895 et seq., the Grantee shall notify State of such fact and shall represent State in the legal action unless State undertakes to represent itself as codefendant in such legal action in which event shall bear its own litigation costs, expenses, and attorney's fees.
4. Grantee and State agree in the event of judgment entered against the State and Grantee because of the concurrent negligence of the State and Grantee, their officers, agents, or employees, an apportionment of liability to pay such judgment shall be made by a court of competent jurisdiction. Neither party shall request a jury apportionment.
5. Grantee agrees to indemnify, hold harmless and defend the State, its officers, agents and employees against any and all claims, demands, costs, expenses or liability costs arising out of legal actions pursuant to items to which the Grantee has certified. Grantee acknowledges that it is solely responsible for compliance with items to which it has certified.

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J. Insurance

Throughout the term of this agreement, the grantee shall procure and maintain insurance, as specified in this section, against claims for injuries to persons or damage to property that may arise from or in connection with any activities by the grantee or its agents, representatives, employees, volunteers, or contractors associated with the project undertaken pursuant to this agreement. As an alternative, with the written approval of the Executive Officer, the grantee may satisfy the coverage required by this section in whole or in part through: (a) its contractors' procurement and maintenance of insurance for work under this agreement, if the coverage otherwise fully satisfies the requirements of this section; or (b) the grantee's participation in a "risk management" plan, self-insurance program or insurance pooling arrangement, or any combination of these, if consistent with the coverage required by this section.

1. Minimum Scope of Insurance. Coverage shall be at least as broad as:
 - a. Insurance Services Office ("ISO") Commercial General Liability coverage (occurrence Form CG 0001) **or** ISO Comprehensive General Liability form (1973) or comparable with Broad Form Comprehensive General Liability endorsement.
 - b. Automobile Liability coverage - ISO Form Number CA 0001, Code 1 (any auto).
 - c. Workers' Compensation insurance as required by the Labor Code of the State of California.
2. Minimum Limits of Insurance. Grantee shall maintain coverage limits no less than:
 - a. General Liability: *(Including operations, products and completed operations, as applicable)* \$1,000,000 per occurrence for bodily injury, personal injury and property damage. If Commercial General Liability Insurance or other form with a general aggregate limit is used, either the general aggregate limit shall apply separately to the activities under this agreement or the general aggregate limit shall be twice the required occurrence limit.
 - b. Automobile Liability: \$1,000,000 per accident for bodily injury and property damage.
3. Deductibles and Self-Insured Retentions. Any deductibles or self-insured retentions must be declared to and approved by the Executive Officer.
4. Required Provisions. Each insurance policy required by this section shall be endorsed to state that coverage shall not be canceled by either party, except after thirty days' prior written notice by certified mail, return receipt requested, has been given to the Conservancy. The general liability and automobile liability policies are to contain, or to be endorsed to contain, the following provisions:
 - a. The State of California, its officers, agents and employees are to be covered as insureds with respect to liability arising out of automobiles owned, leased, hired or borrowed by or on behalf of the grantee; and with respect to liability arising out of work or operations performed by or on behalf of the grantee including materials, parts or equipment furnished in connection with such work or operations.
 - b. For any claims related to this agreement, the grantee's insurance coverage shall be primary insurance with respect to the State of California, its officers, agents and employees.
 - c. Coverage shall not extend to any indemnity coverage for the active negligence of the additional insured in any case where an agreement to indemnify the additional insured would be invalid under Subdivision (b) of Section 2782 of the Civil Code.

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5. Acceptability of Insurers. Insurance shall be placed with insurers admitted to transact business in the State of California and having a current Best's rating of "A-VIII" or better or, in the alternative, acceptable to the Conservancy and approved in writing by the Executive Officer.
6. Verification of Coverage. The grantee shall furnish the State with original certificates of insurance and amendatory endorsements effecting coverage required by this clause. All certificates and endorsements are to be received and approved by the Executive Officer before work commences. The State reserves the right to require complete, certified copies of all required insurance policies, including endorsements which effect the coverage, at any time.
7. Contractors. The grantee shall include all contractors as insureds under its policies or shall require each contractor to provide and maintain coverage consistent with the requirements of this section. To the extent generally available, grantee shall also require each professional contractor to provide and maintain errors and omissions liability insurance appropriate to the contractor's profession and in a reasonable amount in light of the nature of the project. In the case of planning projects or those projects which include planning in the nature of design or engineering of a facility involving architects/engineers, a minimum limit of liability of \$1,000,000 is required.
8. Premiums and Assessments. The State is not responsible for premiums and assessments on any insurance policy.

K. Financial Records

1. Grantee agrees to maintain satisfactory financial accounts, documents and records for the Project and to make them available to the State for auditing at reasonable times. Grantee also agrees to retain such financial accounts, documents and records for three years following Project termination or completion.
2. Grantee and State agree that during regular office hours each of the parties hereto and their duly authorized representative shall have the right to inspect and make copies of any books, records or reports of the other party pertaining to this Agreement or matters related thereto. Grantee agrees to maintain and make available for inspection by the State accurate records of all of its costs, disbursements and receipts with respect to its activities under this Agreement.
3. Grantee agrees to use generally accepted accounting principles.

L. Audit

1. Projects are subject to audit by the State for three years following the final payment of Grant Amount. The purpose of this audit is to verify that project expenditures were properly documented. Grantees will be contacted at least 30 days in advance of an audit.
2. Audit will include all books, papers, accounts, documents, or other records of the Grantee, as they relate to the Project for which the State authorized Grant Amount. The Grantee shall have the Project records, including the sources documents and cancelled warrants, readily available to the State.
3. The Grantee must also provide an employee having knowledge of the Project and the accounting procedure or system to assist the State's auditor. The Grantee shall provide a copy of any document, paper, record, or the like requested by the State.
4. All Project records must be retained for at least one year following an audit or final disputed audit findings.

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M. Use of Facilities

1. Grantee agrees that the Grantee shall use the property acquired or developed with Grant Amount under this Agreement only for the purpose for which the Grant Amount was requested and no other use of the area shall be permitted except by specific act of the Legislature.
2. Grantee must certify to the State that the Grantee has adequate control of, and tenure to, properties to be improved under this Agreement. Adequate controls include, but are not limited to ownership, lease, easement, joint-powers agreement, or other long-term interest in the property, or have a satisfactory Agreement with the legal owner/administering agency.
3. Grantee must certify that the property will remain available for compatible public use.
4. The Grantee shall not use or allow the use of any portion of the real property for mitigation without the written permission of the State.
5. Grantee agrees to maintain, operate and use the property funded pursuant to this Act for a period of at least 20 years for an Agreement up to \$1,000,000 or at least 25 years for an Agreement over \$1,000,000. With the approval of the State, the Grantee or its successor in interest in the property may transfer the responsibility to maintain and operate the property in accordance with this requirement. Grantee may be excused from its obligations for operation and maintenance of the Project site only upon the written approval of the State for good cause. "Good Cause" includes, but is not limited to, natural disasters that destroy the Project improvements and render the Project obsolete or impracticable to rebuild. A lease or other short-term agreement cannot be revocable at will by the lessor.
6. Grantee shall use the property for the purposes for which the Agreement was made and shall make no other use or sale or other disposition of the property, except as consistent with the Act and authorized by the State. This Agreement shall not prevent the transfer of the property from the Grantee to a public agency, if the successor public agency assumes the obligations imposed by this Agreement.

If the use of the property is changed to a use that is not permitted by the Act, or if the property is sold or otherwise disposed of, an amount equal to (1) the amount of the Agreement, (2) the fair market value of the real property, or (3) the proceeds from the sale or other disposition, whichever is greater, shall be reimbursed to the State. If the property sold or otherwise disposed of is less than the entire interest in the property funded by the Agreement, an amount equal to either the proceeds from the sale or other disposition of the interest or the fair market value of the interest sold or otherwise disposed of, whichever is greater, shall be reimbursed to the State.

N. Application Incorporation

The Application and any subsequent change or addition approved in writing by the State is hereby incorporated in this Agreement as though set forth in full in this Agreement.

O. Nondiscrimination

1. The Grantee shall not discriminate against any person on the basis of sex, race, color, national region, age, religion, ancestry, or physical handicap in the use of any property or facility acquired or developed pursuant to this Agreement.
2. The Grantee shall not discriminate against any person on the basis of residence except to the extent that reasonable difference in admission or other fees may be maintained on the basis of resident and pursuant to law.

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3. All facilities shall be open to members of the public generally, except as noted under the special provisions of this Agreement.
4. Grantee shall, unless exempted, comply with the nondiscrimination program requirements. (GC 12990 (a-f) and CCR, Title 2, Section 8103) (Not applicable to public entities.)

P. Labor Compliance Program

If this project is funded in whole or in part with funds from the “Safe Drinking Water, Water Quality and Supply, Flood Control, River and Coastal Protection Bond Act of 2006” (“Proposition 84”), Section 75075 of the Public Resources Code applies, which imposes on a body awarding any contract for a public works project financed in any part with Proposition 84 funds responsibility for adoption and enforcement of a “labor compliance program” under Labor Code Section 1771.5(b). The grantee shall review these statutory provisions and related provisions to determine its responsibilities.

NATIONAL LABOR RELATIONS BOARD CERTIFICATION: Grantee certifies that no more than one (1) final unappeasable finding of contempt of court by a Federal court has been issued against Grantee within the immediately preceding two-year period because of Grantee's failure to comply with an order of a Federal court which orders Grantee to comply with an order of the National Labor Relations Board. (PCC 10296) (Not applicable to public entities)

Q. Union Organizing

The grantee acknowledges the State policy contained in Government Code sections 16645 through 16649, prohibiting the use of State funds disbursed as a grant to assist, promote or deter union organizing.

In executing this agreement, the grantee certifies that none of the funds disbursed under this agreement shall be used to “assist, promote or deter union organizing”, as that phrase is defined by Government Code section 16645(a). The grantee shall: (1) maintain records sufficient to show that any expenditure by the grantee to assist, promote or deter union organizing have not been made from State grant funds; and (2) provide these records to the Attorney General upon request.

R. Drug-Free Workplace Requirements:

Grantee shall comply with the requirements of the Drug-Free Workplace Act of 1990 and will provide a drug-free workplace by taking the following actions:

1. Publish a statement notifying employees that unlawful manufacture, distribution, dispensation, possession or use of a controlled substance is prohibited and specifying actions to be taken against employees for violations.
2. Establish a Drug-Free Awareness Program to inform employees about:
 - a. The dangers of drug abuse in the workplace;
 - b. The person's or organization's policy of maintaining a drug-free workplace;
 - c. Any available counseling, rehabilitation and employee assistance programs; and,
 - d. Penalties that may be imposed upon employees for drug abuse violations.
3. Every employee who works on the proposed Agreement will:
 - a. Receive a copy of the company's drug-free workplace policy statement; and,

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- b. Agree to abide by the terms of the company's statement as a condition of employment on the Agreement.

Failure to comply with these requirements may result in suspension of payments under the Agreement or termination of the Agreement or both and Grantee may be ineligible for award of any future agreements if the department determines that any of the following has occurred: (1) the Grantee has made false certification or violated the certification by failing to carry out the requirements as noted above. (GC 8350 et seq.)

S. Severability

If any provision of this Agreement or the application thereof is held invalid, that invalidity shall not affect other provisions or applications of the Agreement which can be given effect without the invalid provision or application, and to this end the provisions of this Agreement are severable.

T. Waiver

No terms or provision hereof will be considered waived by either party, and no breach excused by either party, unless such waiver or consent is in writing and signed on behalf of the party against whom the waiver is asserted. No consent by either party to, or waiver of, a breach by either party, whether expressed or implied will constitute consent to, waiver of, or excuse of any other, different, or subsequent breach by either party.

U. Assignment

Without the written consent of the RMC this Agreement is not assignable by the Grantee either in whole or in part.

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Exhibit A

Agreement Summary Form (Submit one time at beginning of project)

PLEASE PROVIDE A HARD COPY AND AN ELECTRONIC COPY TO THE RIVERS AND MOUNTAINS CONSERVANCY WITHIN 10 WORKING DAYS OF APPROVAL OF THE GRANT.

Date:

PROJECT INFORMATION

Project Title:

Project Purpose – Problem / Goals ("why" the project):

Project Abstract (brief description of project):

Which RMC program is funding this project? Please put an "X"

☐ *Prop 1/68 Urban Lands*

☐ *Prop 1/68 River/Tributary Parkways*

☐ *Prop 1/68 Mountains, Hills, and Foothills*

PROJECT REPRESENTATIVE

Name:

Job Title:

Organization:

Webpage Address:

Address:

Phone:

Fax number:

Email:

PROJECT PERFORMANCE PERIOD

From:

To:

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PARTICIPANTS AND PARTNERSHIPS, INCLUDE ALL STAKEHOLDERS

PROJECT LOCATION

Address:

Size of Project (include units):

Counties included in project:

Biography of Grantee:

Biography of Project:

Short-term Goals:

Long-term Goals:

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Exhibit B – Form STD 204

STATE OF CALIFORNIA – DEPARTMENT OF FINANCE

PAYEE DATA RECORD(Required when receiving payment from the State of California in lieu of IRS W-9 or W-7)
STD 204 (Rev. 03/2021)**Section 1 – Payee Information****NAME** (This is required. Do not leave this line blank. Must match the payee's federal tax return)**BUSINESS NAME, DBA NAME or DISREGARDED SINGLE MEMBER LLC NAME** (If different from above)**MAILING ADDRESS** (number, street, apt. or suite no.) (See instructions on Page 2)**CITY, STATE, ZIP CODE****E-MAIL ADDRESS****Section 2 – Entity Type**

Check one (1) box only that matches the entity type of the Payee listed in Section 1 above. (See instructions on page 2)

☐ **SOLE PROPRIETOR / INDIVIDUAL**☐ **SINGLE MEMBER LLC** *Disregarded Entity owned by an individual*☐ **PARTNERSHIP**☐ **ESTATE OR TRUST**☐ **CORPORATION** (see instructions on page 2)☐ **MEDICAL** (e.g., dentistry, chiropractic, etc.)☐ **LEGAL** (e.g., attorney services)☐ **EXEMPT** (e.g., nonprofit)☐ **ALL OTHERS****Section 3 – Tax Identification Number**Enter your Tax Identification Number (TIN) in the appropriate box. The TIN must match the name given in Section 1 of this form. Do not provide more than one (1) TIN. The TIN is a 9-digit number. **Note:** Payment will not be processed without a TIN.

- For **Individuals**, enter SSN.
- If you are a **Resident Alien**, and you do not have and are not eligible to get an SSN, enter your ITIN.
- Grantor Trusts (such as a Revocable Living Trust while the grantors are alive) may not have a separate FEIN. Those trusts must enter the individual grantor's SSN.
- For **Sole Proprietor or Single Member LLC (disregarded entity)**, in which the sole member is an individual, enter SSN (ITIN if applicable) or FEIN (FTB prefers SSN).
- For **Single Member LLC (disregarded entity)**, in which the sole member is a business entity, enter the owner entity's FEIN. Do not use the disregarded entity's FEIN.
- For all other entities including LLC that is taxed as a corporation or partnership, estates/trusts (with FEINs), enter the entity's FEIN.

Social Security Number (SSN) or Individual Tax Identification Number (ITIN)

_____ - _____ - _____

OR

Federal Employer Identification Number (FEIN)

_____ - _____ - _____

Section 4 – Payee Residency Status (See instructions)

- ☐ **CALIFORNIA RESIDENT** – Qualified to do business in California or maintains a permanent place of business in California.
- ☐ **CALIFORNIA NONRESIDENT** – Payments to nonresidents for services may be subject to state income tax withholding.
- ☐ No services performed in California
- ☐ Copy of Franchise Tax Board waiver of state withholding is attached.

Section 5 – Certification

I hereby certify under penalty of perjury that the information provided on this document is true and correct. Should my residency status change, I will promptly notify the state agency below.

NAME OF AUTHORIZED PAYEE REPRESENTATIVE**TITLE****E-MAIL ADDRESS****SIGNATURE****DATE****TELEPHONE** (include area code)**Section 6 – Paying State Agency**

Please return completed form to:

STATE AGENCY/DEPARTMENT OFFICE**UNIT/SECTION****MAILING ADDRESS****FAX****TELEPHONE** (include area code)**CITY****STATE****ZIP CODE****E-MAIL ADDRESS**

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**Exhibit C - (Supplied by Grantee) Work Plan -
Budget / Expenditure Tracking**

Grantee: City of Paramount**Project Name:** West Santa Ana Trail Phase III Development Project**Contact and Address:** Adriana Figueroa, Director of Public Works 16400 Colorado Avenue, Paramount CA 90723**RMC Total Budget Request** \$ 2,554,545.00

Work Plan Task Number and Name (insert rows as needed for work plan)	Cost Per Task	RMC Budget (this total amount must be the same as the amount requested in the grant application)	Matching Funds #1
Task 1 - Environmental			
Environmental Process	\$ 50,000.00	\$ 50,000.00	\$ -
Task 2 - Final Design/Bid Package			
Final Design/Bid Package	\$ 190,000.00	\$ 190,000.00	\$ -
Task 3 - Construction Management and Inspection			
Construction Management and Inspection	\$ 190,000.00	\$ 190,000.00	\$ -
Task 4 - General Overhead Related Construction Items			
Mobilization	\$ 15,000.00	\$ 15,000.00	\$ -
Traffic Control	\$ 10,000.00	\$ 10,000.00	\$ -
Storm Water Pollution Prevention Plan	\$ 5,000.00	\$ 5,000.00	\$ -
Construction Survey	\$ 10,000.00	\$ 10,000.00	\$ -
Clearing and grubbing	\$ 15,000.00	\$ 15,000.00	\$ -
Task 5 - General Construction Items			
Imported fill.	\$ 21,000.00	\$ 21,000.00	\$ -
Perform soil preparation	\$ 20,500.00	\$ 20,500.00	\$ -
Construct 4-inch thick AC bike/pedestrian path over compacted native	\$ 246,000.00	\$ 246,000.00	\$ -
Construct curb ramps per SPPWC Std Plan No. 111-5, case and type per plan.	\$ 5,500.00	\$ 5,500.00	\$ -
Decomposed Granite (DG).	\$ 98,250.00	\$ 98,250.00	\$ -
Furnish and install precast concrete 2-rail fence, complete per plan	\$ 425,000.00	\$ 425,000.00	\$ -
Furnish and install metal bollard complete per plan	\$ 3,000.00	\$ 3,000.00	\$ -
Task 6 - Traffic Construction Items			
Install bikeway signing and striping, complete per plan	\$ 13,500.00	\$ 13,500.00	\$ -
Furnish and install electrical and lighting system, complete	\$ 300,000.00	\$ 300,000.00	\$ -
Modify traffic signal at Garfield/Petterson, complete per plan	\$ 10,000.00	\$ 10,000.00	\$ -
Furnish and Install pedestrian crossing gate at railroad crossing, complete per plan	\$ 500,000.00	\$ 500,000.00	\$ -
Task 7 - Landscaping and Bicycle Facilities			
Irrigation / Water Connection	\$ 70,000.00	\$ 70,000.00	\$ -
Furnish and plant drought tolerant trees and shrubs.	\$ 85,000.00	\$ 85,000.00	\$ -
Furnish and install metal pedestrian bench.	\$ 18,000.00	\$ 18,000.00	\$ -
Furnish and install waste container assembly	\$ 10,200.00	\$ 10,200.00	\$ -
Perform 90 calendar day landscaping maintenance.	\$ 5,000.00	\$ 5,000.00	\$ -
10% Construction Contingency	\$ 188,595.00	\$ 188,595.00	\$ -
Task 8 - Administration/Project Management			
Administration/Project Management	\$ 50,000.00	\$ 50,000.00	\$ -
TOTAL FUNDED = \$2,554,545		\$ 2,554,545.00	\$ -

Exhibit D - (Supplied by Grantee)

Work Plan - Tasklist and Timeline

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Grantee: City Paramount**Project Name:** West Santa Ana Trail Phase III Development Project**Contact and Address:** Adriana Figueroa, Director of Public Works

Ph: (562) 220-2100, Em: afigueroa@paramountcity.com

Performance Begin and End Date:

03/01/2022 to 6/30/2024

Work Plan Task Number and Name	Q1 2022	Q2 2022	Q3 2022	Q4 2022	Q1 2023	Q2 2023	Q3 2023	Q4 2023	Q1 2024	Q2 2024	Q3 2024	Q4 2024	End Period
Task #1 - Project Management													
RMC Award/City Council Approval													Q1 2022
Solicitation (Bid/Proposal)													Q2 2022
Monthly Reporting													Q4 2024
Task #2 - Planning													
Finalize Concept Plan													Q2 2022
Finalize Agreements													Q2 2023
Prepare Community Outreach Plan													Q4 2022
Detailed Project Scope													Q3 2022
Preliminary Design													Q4 2022
Task #3 - Construction													
Prepare Detailed Design Plans													Q1 2023
Environmental Documentation (PA&ED)													Q1 2023
Plans, Specification and Estimate (PS&E)													Q1 2023
Right of Way Engineering, and Utilities													Q1 2023
Trail Construction													Q2 2024
Trail Lighting & Planting													Q2 2024
Task #4 - Community Outreach													
Monthly Updates to City Council													Q2 2024
City Website Status Updates													Q2 2024
Outreach local schools, businesses and													Q2 2024
Opening Ceremony													Q2 2024

Exhibit E - (Supplied by Grantee)

Work Plan - Monitoring and Assessment Plan

The objective of the City's Monitoring and Assessment Plan during planning and implementation are to determine the usability of the trail. Initial ideas are described below however upon funding the City will explore additional goals it may want to track.

- **Goal 1 – Increase Ridership**, promote the bicycle as a mode of transportation that is practical, convenient, and pleasant for community, health and exercise, and outdoor recreation. This goal aligns with City and regional goals to increase active transportation throughout the region.
 - Measurable Target – Number of bicycle trail uses to 2,000 visitors in Year-1.
- **Goal 2 – Increase Use of Integrated Bicycle System**, work to complete the additional phases of the trail to bridge the gap, that allows bicyclists of varying skills to safely, efficiently, and comfortably connect to and between all destinations throughout Los Angeles County.
 - Measurable Target – complete Phase IV of the West Santa Ana Trail and finalize the gap closure.
- **Goal 3 – Safety and Comfort**, create a safe and comfortable bicycle and pedestrian trail for community use.
 - Measurable Target – strive for zero bicycle collisions, zero police incidents.
- **Goal 4 – Sustainability**, implement and promote environmental responsibility. Through the vegetation plantings and bicycle facilities, or where applicable.
 - Measurable Target – Ensure that through the construction and end results, all building materials, plant life, bicycle facilities are environmentally friendly where possible.

Exhibit F

RMC General Policies

A. GUIDING PRINCIPLES

The overall policy guidelines for the RMC are found in two primary references: the statute which created the RMC, Public Resources Code Section 32600, and *Common Ground, from the Mountains to the Sea*, the watershed and open space plan for the *Los Angeles and San Gabriel River watersheds* which was adopted by the RMC and further identifies the policies of the agency. Both documents can be found at: www.rmc.ca.gov/plans/intro.html.

Further, the RMC requires that all proposed projects, as applicable, follow the guidelines and principles identified in the Greater Los Angeles County Integrated Regional Water Management Plan, Los Angeles River Master Plan, San Gabriel River Master Plan, the Watershed Plans for the Rio Hondo, Coyote Creek, Compton Creek, and Upper San Gabriel River (if available).

Consistency with these policies is an essential element of the grant agreement required for execution by all successful project applicants. All project applicants will be required to submit a Project Development Plan which contains information on how the project will conform to these policies for approval by the RMC prior to commencement of the project.

Further, RMC is committed to promoting projects which meet multiple objectives such as, providing water quality protection through storm water best management practices on urban land which creates new open space with passive recreation elements and educational/interpretive elements. The RMC further promotes project partnerships which increase stakeholder involvement and commitment, and projects that bundle multiple funding sources which increase project resources.

GIS planning tools developed by the Green Visions program or similar mapping efforts may be used by applicants to identify projects which are likely to meet RMC funding criteria and policy objectives and will be used by RMC staff to evaluate and validate information submitted on some projects. Information regarding Green Visions and tool applications can be found at: www.greenvisionsplan.net.

B. RMC'S THREE PROGRAM AREAS

Urban Land: Land within the developed, urban core of the RMC territory that does not fall directly within the other two categories of River/Tributary Parkways and Mountains, Hills and Foothills. **It is the primary intent of this program to create new accessible urban passive open space and recreational opportunities.**

River/Tributary Parkways: Land falling within one-quarter mile on either side of the centerline of a river or tributary within the RMC territory, but not within a Mountains, Hills, and Foothills or Urban Land area. **The primary intent of this program is to provide for a revitalized accessible river parkway along the main stems of the San Gabriel and Lower Los Angeles Rivers and their tributaries, increase riparian corridors, and provide enhanced recreational opportunities.**

Mountains, Hills, and Foothills: Land lying within the area of a named system of mountains, hills, and foothills. More specifically, land lying within the geographic area of the San Gabriel Mountains, the San Jose, San Rafael, Montebello (Repetto), Puente, Chino, Coyote, or Signal Hills, the San Gabriel foothills, and within the territory of the RMC and NOT within the Urban Lands or River/Tributary Parkways area. **The primary intent of this program is watershed, habitat, and wildlife corridor protection, trails and public access as appropriate to the site.**

C. PROJECT CRITERIA

RMC requires that all proposed projects, as applicable, meet the following criteria. Criteria which are applicable to the project must be described adequately in Work Plan.

1.0 RESTORE RIVER PARKWAYS

The project is identified in an existing or proposed trail plan (e.g. Master bikeway Path Plan) or connects communities to major existing or planned trails or open space. Restore River Parkway, Section 79732 (3) California River Parkways Act of 2004.

The RMC considers access to parks, open space, trails, bikeway, natural areas and low impact recreation for all persons within a ¼ or 10 minute walk from their homes to be a primary objective in our programs. Further, access to all members of our communities must be consistent with the physical and/or cultural needs within all our communities.

Projects will be designed with accessible park staging areas and trails meeting the minimum guidelines established by the U.S. Access Board. The Access Board is the Federal agency responsible for creating guidelines and standards for accessible environments (<https://www.access-board.gov/guidelines-and-standards/recreation-facilities/outdoor-developed-areas>). The minimum requirements found in the Outdoor Developed Areas Final Report are based on the following principles:

- a. Protect resource and environment
- b. Preserve experience
- c. Provide for equality of opportunity
- d. Maximize accessibility
- e. Be reasonable
- f. Address safety
- g. Be clear, simple, and understandable
- h. Provide guidance
- i. Be enforceable and measurable
- j. Be consistent with Americans with Disabilities Act Accessibility Guidelines (ADAAG) as much as possible
- k. Be based on independent use by persons with disabilities.

2.0 EDUCATION/INTERPRETIVE ELEMENTS

Educational and Interpretive elements allow the project to communicate its place in the watershed, and potentially provide the community with tools to understand the watershed and appropriate behaviors within the watershed.

- a. Any educational/interpretive and/or informational elements and signage must be included in all development projects and must be consistent with applicable plans, i.e., the Los Angeles River Master Plan and San Gabriel River Corridor Master Plan, the Signage Guidelines.
- b. All signage will be accessible to most users.
- c. All signage will be culturally and linguistically appropriate to the community of users.
- d. The educational/interpretive message will include natural history, cultural history, and watershed stewardship.
- e. The planning and design for the project will include active stakeholder participation.
- f. There will be measurable goals with regard to public education in any educational element.

3.0 HABITAT AND RESTORATION (Creation, Enhancement, Preservation)

RMC's habitat goals are to create, enhance, preserve and protect important terrestrial, avian, and aquatic habitats in the watersheds and to preserve or establish habitat linkages and/or corridors.

- a. The benefits for native habitat diversity, species biodiversity, and target species richness must be addressed if the creation of new natural habitat (that did not formerly exist on site) is within the scope of the project.
- b. The benefits for native habitat diversity, species biodiversity, and target species richness must be addressed if the enhancement of existing natural habitat is within the scope of the project.
- c. The benefits for native habitat diversity, species biodiversity, and target species richness must be addressed if the preservation of existing natural habitat is within the scope of the project.
- d. The potential for a project to result in habitat alterations or other similar disturbances must be considered and addressed. If the project negatively impacts existing habitat as part of the enhancement or restoration, a strategy to mitigate adverse impacts and for quantifying the success of the mitigation must be identified. All necessary permits must be obtained for projects that include major habitat modifications.
- e. Projects applicant will provide a Project Management Plan which describes a long term plan for management and protection of the habitat(s) created, enhanced, preserved, or restored.

4.0 MATCHING FUNDS

The RMC does not require matching funds; however, it is important to recognize the efforts of local communities to secure other funding, therefore special consideration will be given to projects which identify substantive matching funds for otherwise competitive project proposals.

5.0 ENVIRONMENTAL JUSTICE AND DISADVANTAGED COMMUNITIES

The RMC is committed to projects that conform to the Environmental Justice Policy that was approved by the Board in Nov. 2014. The concept of Environmental justice is designed to give people of all races and incomes equal access to open space and a healthier quality of life. Environmental justice communities where environmental justice principles are commonly identified as those where residents are predominantly minorities and low-income; and where residents are at a disadvantage because they are exposed to negative environmental influences that are barriers to their health and well-being, and in some instances, have been excluded from the decision making process in relation to their built environment. This environmental justice policy aims at addressing the environmental inequities and lack of access in the communities that the RMC covers.

The **ENVIRONMENTAL JUSTICE POLICY** states the following:

It is the policy of the RMC that the fair treatment of people of all races, cultures and income shall be fully considered during the planning, decision-making, development and implementation of all RMC programs, policies, and activities. The intent of this policy is to ensure that the public within the RMC catchment area including minority and low-income populations are not discriminated against; treated unfairly, or caused to experience disproportionately high and adverse human health or environmental effects from environmental and land-use decisions, and that kids and families have access to safe open space and healthy neighborhoods.

It shall be the RMC's action to:

1. Make environmental justice considerations a standard in the way we do business. We will keep an environmental justice perspective in our programs, activities, and training, as we set priorities, identify program gaps, and assess the benefits and adverse impacts our programs have on communities in our catchment area.
2. Work with local elected officials, staff of cities, and community groups, to address concerns about lack of access to safe open space, especially in low-income and minority communities.
3. Review and evaluate RMC programs and activities to ensure that the environmental justice perspective through its programs does not contain any substantive gaps.
4. Develop and incorporate an environmental justice program element into our employee-training curriculum.
5. Annually provide a staff briefing to the Board at a public meeting regarding ongoing and planned activities. Issue a written annual status report identifying action items accomplished and a proposed work plan outlining the action items for the next year. The work plan shall include quantitative goals for working in disadvantaged communities and populations adversely impacted by industrial and transportation proximities.
6. Strengthen our public outreach, education, and organizing efforts in all communities, especially low-income communities and where we see a need for the implementation.
7. Identify partners within land-use and transportation agencies that are responsible for the environmental benefits or adverse impacts in our neighborhoods and address potential mitigation activities.
8. Work with cities, County of Los Angeles, and community groups in identifying relevant populations living in close proximity to industrial and transportation locations that may benefit from RMC programs and activities.
9. Taking a proactive role in working with cities in adopting and/or updating their General Plans to implement environmental justice policies.
10. Work in conjunction with other federal, state, regional, and local agencies to ensure consideration of disproportionate impacts on relevant populations and create action oriented mitigation plans.
11. Fostering broad access to existing and proposed data sets and technology to better identify, analyze, and respond to environmental justice issues (database bank).

6.0 MULTI-BENEFIT AND MULTI-JURISDICTIONAL

The RMC is committed to improving the quality of life for the communities in which we work. This includes providing funding to projects that are multi-benefit, achieve more than one water related element and multi-jurisdictional, which can include a partnership with more than one city, or includes more than one watershed, or is a partnership between one or more counties.

7.0 STAKEHOLDERS/PARTNERS

The RMC is committed to projects that are well designed and appropriately used by the community once completed. The stakeholder process is a critical element to all successful projects. Each project will identify and include a plan to involve stakeholders/partners in their project. Stakeholders/Partners on a project are those that can give strategic and expert information to ensure the project is successful. These groups may include, but are not limited to; the surrounding community, agencies with jurisdiction over the project, non-profit organizations in the community, and other staff/departments of the project applicant's organization. Community meetings should be presented in a language that is reflective of the community and further, these meeting should be held at times when the target audience is likely to attend.

The RMC encourages partnerships with State or local youth employment programs (e.g., California Conservation Corps, Los Angeles Conservation Corps, San Gabriel Conservation Corps and/or similar youth employment programs).

- a. Each project will include stakeholder communication and participation in the development, design, and construction of a project, where appropriate.
- b. The project will include active stakeholder participation during all phases. Some examples of stakeholder participation are:
 - i. Focus groups: a specific small group of the community with expertise, knowledge or that will be affected by the project.
 - ii. Community meetings: a series of meetings where a large portion of the community surrounding or influenced by the project, as well as agencies, non-profits, school personnel, etc., are invited to be informed and updated then asked to give input to the project.
 - iii. Technical groups/committees: a series of meetings where government agencies, experts, academics (appropriate to the project) are asked to give expert advice on a project.

8.0 STEWARDSHIP AND MANAGEMENT PLAN

Stewardship is a critical component of a successful project and due to the often difficult budgetary constraints faced by project applicants it is mandatory that each RMC funded project have a long term sustainable management plan in place.

- a. Each project will have active stakeholder participation in the long-term management of the facility/site.
- b. A post-restoration habitat maintenance plan must accompany habitat restoration plans.
- c. Committed involvement by qualified community groups in future habitat stewardship is highly encouraged.

9.0 WATER SUSTAINABILITY/STORAGE/INFRASTRUCTURE

RMC is committed to addressing global climate change and sustainable practices through the creation of new parks, open space, and trails, promotion of water conservation and recycling, use of sustainable

materials, enhancing multi-use transit opportunities, and developing partnerships to reduce the carbon footprint of communities. Therefore, the following principles will apply to all projects submitted for RMC funding:

- a. Projects which include construction or renovation of buildings/structures larger than 1,000 gross square feet must be consistent with elements in the Leadership in Energy and Environmental Design (LEED), US Green Building Council standards for (1) Sustainable site planning, (2) Safeguarding water and water efficiency, (3) Energy efficiency and renewable energy, (4) Conservation of materials and resources, and (5) Indoor environmental quality. Information on the LEED program is located at: <http://www.usgbc.org>.
- b. A minimum of 50% of hardscape elements (gates, fences, lighting fixtures, benches, bike racks, drinking fountains, signage, etc.), must be recycled material content products, to further the RMC's mission of sustainable development. A resource guide for Recycled Material Content Products is located at: <http://www.ciwmb.ca.gov/RCP/>.
- c. Plant materials shall exclude the use of invasive exotic plant species, as listed in the document "*California Invasive Plants Inventory*" published by the California Invasive Plant Council. For more information refer to the planning palette section of: <http://www.cal-ipc.org/ip/inventory/index.php>. Furthermore, any invasive exotic plant species that currently exist on the project site must be removed as part of the landscaping plan (phased removal is acceptable).
- d. A minimum of 75% of the landscaping will be comprised of locally native plant species included in the RMC adopted plant palette. To maintain and support the integrity of local genetic biodiversity, plants shall be propagated from appropriate local sources consistent with Objective C-1 of the Los Angeles River Master Plan Landscape Guidelines, or the San Gabriel River Watershed Plant List, as it becomes available. Projects located in natural areas are required to use native plant species appropriate to that region. Referenced guidelines and plant lists adopted by RMC are located at: <http://www.rmc.ca.gov/grants/resources.html>.
- e. Projects or facilities shall maintain flood protection through natural and non-structural systems and ecosystem restoration; establish riverfront greenways to cleanse water, hold floodwaters and extend open space.
- f. Projects and facilities shall optimize water resources by improving the quality of surface and groundwater and enhance ground water recharge, to reduce dependence on imported water.

10.0 URBAN LANDS

The RMC believes that urban parks, open space, trails *and other outdoor settings* are critical elements to a community's infrastructure. This "green" infrastructure particularly in urban areas provides much needed opportunities for recreation and community areas for residents to enjoy nature. RMC is committed to working with public and private partners to create new parks, open space, and trails in areas with the greatest need. Many urban areas lack adequate parkland to meet the needs of community residents, especially youth and low-income residents. RMC is working with our partners to facilitate increased opportunities for parks through a variety of strategies that include joint-use agreements, land acquisition, development of existing public land, and restoration of negatively impacted sites.

11.0 WATER RESOURCES AND QUALITY

The RMC encourages projects which provide for water conservation, groundwater recharge, improve storm water quality, drinking water quality, and flood management using natural and non-structural systems.

- a. Site grading, bio swales, and/or porous materials will be used to retain storm water on site to the maximum extent feasible, consistent with the Standard Urban Storm Water Mitigation Program

adopted by the LA Regional Water Quality Control Board. Information is available online at:

http://www.waterboards.ca.gov/losangeles/water_issues/programs/stormwater/sw_reports_and_documents.shtml

- b. Porous materials and/or recycled paving materials will be used instead of impervious paving materials for projects requiring pavement (i.e., parking lots, trails, etc.) unless prohibited by local building codes.
- c. Storm water best management practices (BMPs) must be utilized on the project site. In areas where grading, vegetation clearing, or planting is planned, BMPs must be utilized to control excessive erosion while vegetation becomes established.
See <http://www.cabmphandbooks.com> for more information.
- d. Any irrigation installed on the project site must be a water efficient irrigation system. In projects where turf is planned, both a rain sensor and a soil moisture meter are required to ensure water efficient irrigation practices. A rain sensor will halt irrigation on days it is raining, eliminating excessive water runoff. A soil moisture meter will automatically shut off irrigation when the root zone of the turf becomes saturated, preventing excessive irrigation runoff.
- e. All projects funded by the RMC must be consistent with applicable water supply; water quality and flood control policies and conform to the requirements of Public Resources Code Section 32621.
- f. Projects that include open water should include design elements and maintenance schedules that inhibit mosquito breeding and reduce the need for vector control.

Exhibit G

Signage Guidelines (Minimum Requirements)

Authority

All Projects funded by RMC under the California Drought, Water, Parks, Climate, Coastal Protection and Outdoor Access for All Act of 2018 (Proposition 68), must include a posted sign acknowledging the source of the funds.

Purpose

Installation of signs at all Project sites is intended to acknowledge the public's support of the California Drought, Water, Parks, Climate, Coastal Protection and Outdoor Access for All Act of 2018 and promote the benefits provided by Bond fund assistance.

Additional Project-specific signage may be required for other purposes, i.e., Projects which include trails, interpretive elements, etc.

Approvals

All Project signage must be submitted for approval by the Project Manager prior to construction.

Types of Signs

1. Construction Signage to be posted during construction

Grantees are required to post a sign at the Project site during construction for those Projects funded in excess of \$250,000 and/or those Projects located in areas of high visibility (such as near a major thoroughfare). Recommended minimum size of sign: 4 feet x 8 feet, language and RMC universal logo information provided below. On construction signage, the logo must be a minimum of 2'x2'. Exceptions are permitted in the case of trails, historical sites and other areas where these dimensions may not be appropriate, as approved by the Project Manager.

2. Permanent Signage to be Posted Upon Completion (required for all Projects)

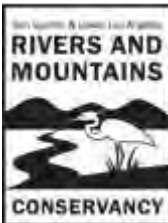
All Grantees are required to post permanent signage at the Project site for those Projects funded in excess of \$250,000. The sign must be available at time of final Project inspection. All signs must include the RMC universal logo. There is no minimum or maximum size for the sign (other than the minimum size for the logo on construction signage) as long as the sign contains the required wording (see below) and is in within public view of the project. Permanent signage must be approved by the assigned RMC Project Manager to ensure location is appropriate and size and design are compatible with overall project.

3. Project Specific Signage

Additional Project-specific signage may be required for other purposes, i.e., directional signage, trail identification, interpretive elements, etc. All Project signage must be coordinated with appropriate local signage requirements and submitted for approval by the Project Manager prior to construction.

Language for Construction and Permanent Signage

All construction and permanent signs will contain the minimum language below:

<p align="center"> (Project Name) Another Project to Improve California Funded by the Rivers and Mountains Conservancy </p> <p align="center">  </p> <p align="center"> The California Drought, Water, Parks, Climate, Coastal Protection and Outdoor Access for All Act of 2018 <i>(insert current officeholder name), Secretary for Resources</i> <i>(insert current officeholder name), Governor</i> </p>

The name of the local agency or other governing body may also be added. The sign may also include the names (and/or logos) of other partners, organizations, individuals and elected representatives as deemed appropriate by those involved in the Project.

RMC Universal Logo

All signs will contain the RMC Universal logo. The logo templates are available on line at <http://www.rmc.ca.gov/grants/resources.html>. The Project Manager can also provide the logo electronically upon request.

- On all signage, the logo must be mounted in an area to maximize visibility and durability.
- On construction signage only, the logo must be a minimum of 2'x2'. Exceptions are permitted in the case of trails, historical sites and other areas where these dimensions may not be appropriate.

Sign Construction

All materials used shall be durable and resistant to the elements and graffiti. The California Department of Parks and Recreation and California Department of Transportation standards can be used as a guide for gauge of metal, quality of paints used, mounting specifications, etc.

Sign Duration

The goal is to have Project signs, including the RMC logo, in place for the life of the project for all Projects that received RMC funds over \$250,000. This also includes project specific signage such as directional signage, trail identification, interpretative signage, etc.

Sign Cost

The cost of the sign(s) is an eligible Project cost. More permanent signage is also encouraged; e.g., bronze memorials mounted in stone at trailheads, on refurbished historical monuments and buildings, etc.

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Appropriateness of Signs

For Projects where the required sign may be out of place (such as some cultural and historic monuments and buildings or where affected by local sign ordinances), the Project Manager in consultation with the Applicant may authorize a sign that is appropriate to the Project. Alternate signage must be clearly recognizable as RMC California Drought, Water, Parks, Climate, Coastal Protection and Outdoor Access for All Act of 2018 Project.

Archaeological sites are excluded from the sign requirement.

Signs on State Highways

Signs placed within the state highway right-of-way may require a California Department of Transportation (Caltrans) encroachment permit. Contact the local Caltrans District Office early in the planning phases for more information. Caltrans website: <http://www.dot.ca.gov/>.

Further Questions

The Grantee should consult with the Project Manager to resolve any sign issues.

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Exhibit H**Environmental Compliance Certification Form**
California Environmental Quality Act (CEQA) and/or
National Environmental Policy Act (NEPA)**Grantee/Applicant:** _____ **Project Name:** _____**Project Address:** _____**When was CEQA/NEPA analysis completed for this project? Date** _____**What document(s) was filed for this project's CEQA analysis: (check all that apply)**

- ☐ Initial Study ☐ Notice of Exemption ☐ Negative Declaration ☐ Mitigated Negative Declaration
☐ Environmental Impact Report ☐ Other: _____

Please attach the Notice of Exemption or the Notice of Determination as appropriate. If these forms were not completed please attach a letter from the Lead Agency explaining why, certifying the project has complied with CEQA and noting the date that the project was approved by the Lead Agency.

What document(s) was filed for this project's NEPA analysis: (check all that apply)

- ☐ Categorical Exclusion Determination ☐ Environmental Assessment/Finding of no Significant Impact (EA/FONSI) ☐ Environmental Impact Statement (EIS)/Notice of Availability
☐ Other: _____

Please attach the Categorical Exclusion Determination or the FONSI or a Notice of Availability. If these forms were not completed please attach a letter from the Lead Agency explaining why, certifying the project has complied with NEPA and noting the date that the project was approved by the Lead Agency.

Lead Agency Contact Information:

Agency Name: _____ Contact Person: _____

Mailing Address: _____

Phone: (_____) _____ Email: _____

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Certification:

I hereby certify that the Lead Agency listed above has determined that it has complied with the California Environmental Quality Act (CEQA) and/or the National Environmental Policy Act (NEPA) for the project identified above and that the project is described in adequate and sufficient detail to allow the project's construction or acquisition.

I certify that the CEQA/NEPA analysis for this project encompasses all aspects of the work to be completed with grant funds.

Authorized Representative
(Signature)

Authorized Representative
(Printed Name and Title)

Date

Exhibit I Eligible and Ineligible Costs

ELIGIBLE COSTS All eligible costs must be supported by appropriate documentation

COSTS	EXPLANATION	EXAMPLES
Preliminary Costs (not to exceed 10% of grant total)	<ul style="list-style-type: none"> Costs incurred after an Agreement with RMC has been fully executed, including planning, plan documentation, designs, appraisals and negotiations, permit costs, consultant costs Expenditure subject to maximum of 10% of total grant 	<ul style="list-style-type: none"> CEQA compliance Construction plans Permits/Appraisals Acquisition documents, etc.
Personnel or Employee Services	<ul style="list-style-type: none"> Must be computed according to the Grantee's prevailing wage or salary scales Must be computed on actual time spent on Project Must not exceed the Grantee's established rates for similar positions 	<ul style="list-style-type: none"> Wages and benefits Work performed by another section/department in agency
Consultant Services	<ul style="list-style-type: none"> Costs paid to consultants necessary for the Project Consultants must be paid in compliance with the Grantee's customary method and rate No consultant fee shall be paid to the Grantee's own employees without prior approval 	<ul style="list-style-type: none"> Costs paid to consultants necessary for the Project
Construction	<ul style="list-style-type: none"> All necessary construction activities Construction management 	<ul style="list-style-type: none"> Site preparation, grading Facility development Inspection and construction management
Construction Equipment	<ul style="list-style-type: none"> The Grantee may only charge the cost of the actual use of the equipment during the time it is being used for Project purposes The Grantee may use the California Department of Transportation's equipment rental rates as a guide The Grantee shall prorate the value of the purchased equipment toward the Project based on hours of usage The equipment use charges must be made in accordance with the Grantee's normal accounting practices The Grantee must describe the work performed, the hours used, and related use to Project 	<ul style="list-style-type: none"> Rental equipment Leased equipment Purchased equipment
Fixed Equipment	<ul style="list-style-type: none"> Equipment permanently fixed to Project facility 	<ul style="list-style-type: none"> Fixed resting areas/benches
Construction Tools/Supplies/Materials	<ul style="list-style-type: none"> May be purchased for specific Project, or may be drawn from central stock if claimed costs are no higher than those the Grantee would pay Costs may be capitalized according to the Grantee's standard policy The Grantee may only claim those costs reasonably attributable to the Project 	<ul style="list-style-type: none"> Materials such as concrete, wood, etc. Supplies such as fasteners, nails, or other hardware and non-fixed equipment
Relocation Costs	<ul style="list-style-type: none"> Costs resulting in displacement of a person/business The Grantee shall comply with State Relocation Act requirements. 	<ul style="list-style-type: none"> See Chapter 16, Section 7260, Government Code.
Acquisition Costs	<ul style="list-style-type: none"> Appropriate costs of acquiring real property DGS approved appraisal costs 	<ul style="list-style-type: none"> Purchase price/Appraisals Title/Escrow fees Surveying/Improvements
<u>Indirect/Overhead</u>	<ul style="list-style-type: none"> <u>Costs shall not exceed 10% of grant total</u> 	<ul style="list-style-type: none"> <u>Administrative overhead</u>
Restoration/Rehabilitation Costs	<ul style="list-style-type: none"> All required materials for restoration/rehabilitation work Includes removal and disposal of exotic/invasive species 	<ul style="list-style-type: none"> Planting/Soil improvements Irrigation systems (temporary or permanent, as applicable)
Environmentally Aimed BMP Measures	<ul style="list-style-type: none"> Components to storm water management projects that include habitat supporting measures 	<ul style="list-style-type: none"> Filtration systems Erosion control materials
Education Infrastructure	<ul style="list-style-type: none"> All fixed materials that serve interpretive or educational purposes 	<ul style="list-style-type: none"> Signs/Interpretive aids/Kiosks
Miscellaneous	<ul style="list-style-type: none"> Other Project-related costs 	<ul style="list-style-type: none"> Communications expenses Construction insurance Signs/Interpretive aids Transportation costs

Ineligible Costs

The following is a non-exclusive list of ineligible project costs:

COSTS	EXPLANATION	EXAMPLES
Operations and Maintenance Costs	<ul style="list-style-type: none"> Costs necessary for the short or long term operation and maintenance of property or facilities once the property has been acquired or the facility or area has been restored, rehabilitated, or developed 	<ul style="list-style-type: none"> Personnel or employee services Equipment, supplies
Non-fixed Equipment	<ul style="list-style-type: none"> Equipment that is not permanently fixed to the project facility or used for construction 	<ul style="list-style-type: none"> Computer equipment (hardware and software) Portable equipment
Playground Equipment or Infrastructure	<ul style="list-style-type: none"> Active recreation equipment costs are ineligible 	<ul style="list-style-type: none"> Swing sets, skate parks, pools, ball field apparatus, basketball courts
Mitigation Costs	<ul style="list-style-type: none"> Costs associated with exclusively fulfilling mitigation requirements for this or other projects 	<ul style="list-style-type: none"> Land acquisition, development, restoration or rehabilitation for mitigation for this or other projects
Ceremonial or Publicity Expenses	<ul style="list-style-type: none"> Funds may not be used for ceremonies, parties, or other publicity expenses (except for required signage) 	<ul style="list-style-type: none"> Food and beverages Facility rental
Ineligible Travel	<ul style="list-style-type: none"> Travel costs not directly associated with the project Travel claimed when no work time was claimed for the same period 	<ul style="list-style-type: none"> Travel expenses
Lobbying/Fundraising	<ul style="list-style-type: none"> Costs associated with grant application preparation, for this grant or for others associated with this or any other project Costs associated with lobbying legislature or other bodies for funds for this or any other project 	<ul style="list-style-type: none"> Staff time Lobbyist fees Travel expenses
Agreement Cost Overruns	<ul style="list-style-type: none"> Unapproved Agreement costs overruns exceeding the allowable amount as per Agreement budget specifications 	<ul style="list-style-type: none"> Unapproved costs

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Exhibit J
Payment Request Form

San Gabriel and Lower Los Angeles Rivers and Mountains Conservancy (RMC)
100 N. Old San Gabriel Canyon Road, Azusa, CA 91702-1447

SUBMIT TWO ORIGINAL SIGNATURES FOR EXHIBIT J

An approved Payment Request Form (Exhibit J) constitutes a valid invoice for payment.

ALL Exhibits K – Q must be attached to validate this Payment Request

1. DATE OF PAYMENT REQUEST	<i>FOR RMC USE ONLY</i>
2. GRANT NUMBER	
3. GRANTEE NAME	
4. PROJECT TITLE	
5. TYPE OF PAYMENT ► <input type="checkbox"/> ADVANCE REQUEST <input type="checkbox"/> REIMBURSEMENT <input type="checkbox"/> FINAL <input type="checkbox"/> RETENTION	

6. PAYMENT INFORMATION

<u>WORK PERFORMED:</u> FROM: _____ TO: _____ Beginning & Ending dates of work performed during the invoiced period. Dates may NOT exceed the date of this form or the Performance Period END DATE of the GRANT.	PAYMENT #:		<u>GRANTEE</u>	<u>ACCOUNTING USE ONLY</u>
a. ORIGINAL Amount of Grant		\$		
b. TOTAL Payments REQUESTED to Date (Including Retention)		\$		
c. AVAILABLE Grant Balance (a minus b)		\$		
d. TOTAL Amount of this Payment Request (Including Retention)		\$		
e. LESS 10% Retention of this Payment Request (10% item d)		\$		
f. ACTUAL Payment ISSUED for this Request (d minus e)		\$		
g. AVAILABLE Grant Balance AFTER this Payment Request. (c minus d)		\$		
h. TOTAL Retention held to date (b + d) x 10%		\$		
i. TOTAL Remaining Grant Balance, including Retention held. (g + h)		\$		

7. MAKE WARRANT PAYABLE TO:

GRANTEE NAME (OR) (see rev side)	_____
PAYEE NAME (If different from Grantee)	_____
STREET ADDRESS	_____
CITY, STATE, ZIP CODE	_____
ATTENTION:	_____

Authorized Signature - GRANTEE	TITLE	DATE
FOR RMC USE ONLY		
Authorized Signature - PAYMENT APPROVAL	TITLE Executive Officer	DATE

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PAYMENT INSTRUCTIONS

The following instructions correspond to items on the Payment Request Form:

1. DATE of PAYMENT REQUEST – Date Payment Request was submitted
2. GRANT NUMBER – RMCXXXX As shown in Certification of Funding section of the Project Grant
3. GRANTEE – Name of Grantee as shown on the Project Agreement
4. PROJECT TITLE – Title of Project for which payment is requested
5. TYPE OF PAYMENT – Check appropriate box (Use form J-A for Advance Release)
6. PAYMENT INFORMATION

WORK PERFORMED: FROM: _____ TO: _____

This is now required by STATE CONTROLLER. Payment cannot be made without this information.

Beginning & Ending dates of work performed during the invoiced period.

Dates may NOT exceed the date of this form or the Performance Period END DATE of the GRANT.

- a. **ORIGINAL** Amount of Grant
- b. **TOTAL** Payments **REQUESTED** to Date (Including Retention)
- c. **AVAILABLE** Grant Balance (a minus b)
- d. **TOTAL** Amount of this Payment Request (Including Retention)
- e. **LESS** 10% Retention of this Payment Request (10% item d)
- f. **ACTUAL** Payment **ISSUED** for this Request (d minus e)
- g. **AVAILABLE** Grant Balance **AFTER** this Payment Request. (c minus d)
Grantee should use this figure to budget expenses for the remaining tasks of the agreement.
- h. **TOTAL Retention** held to date (b + d) x 10%
- i. **TOTAL Remaining** Grant Balance, including Retention held. (g + h)

7. MAKE WARRANT PAYABLE TO:

GRANTEE NAME: _____ (Please do NOT complete both GRANTEE & PAYEE fields)

OR

PAYEE NAME: _____ (If different from Grantee Name; i.e. Escrow/Title Co)

8. AUTHORIZED SIGNATURE – Grantee

Payment request forms must be accompanied by a progress report detailing activities completed and an itemized list of all charges documenting check numbers, amounts, dates, recipients, and purpose of the charges.

Payment requests without complete and accurate documentation will not be approved for payment until required information is received.

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Exhibit J-A

Advance Reconciliation Form for Previously Advanced Funds
San Gabriel and Lower Los Angeles Rivers and Mountains Conservancy (RMC)
 100 N. Old San Gabriel Canyon Road, Azusa, CA 91702-1447

1. DATE OF ADVANCE RELEASE	<i><u>FOR RMC USE ONLY</u></i>
2. GRANT NUMBER RMC	
3. GRANTEE NAME	
4. PROJECT TITLE	
5. TYPE OF REQUEST ► <input type="checkbox"/> ADVANCE RELEASE <input type="checkbox"/> ADVANCE RECONCILIATION <input type="checkbox"/> FINAL RELEASE OF ADVANCE RETENTION	

6. ADVANCE RELEASE INFORMATION :

<u>WORK PERFORMED:</u>		<u>GRANTEE</u>	<u>ACCOUNTING USE ONLY</u>
FROM: _____ TO: _____ Beginning & Ending dates of work performed during the invoiced period. Dates may NOT exceed the date of this form or the Performance Period END DATE of the GRANT			
a. ADVANCE Amount	\$		
b. TOTAL Advance Releases REQUESTED to Date (Including Retention)	\$		
c. AVAILABLE Advance Amount (a minus b)	\$		
d. TOTAL Amount of this Advance Release (Including Retention)	\$		
e. LESS 10% Retention of this Advance Release Request (10% item d)	\$		
f. ACTUAL Advance Amount RELEASED for this Request (d minus e)	\$		
g. REMAINING Advance Amount AFTER this Release. (c minus d)	\$		
h. TOTAL Retention held to date (b + d) x 10%	\$		
i. Remaining Advance Amount Available, including Retention held. (g + h)			

Total Grant Amount:

GRANTEE NAME (OR) (see rev side)	_____
STREET ADDRESS	_____
STREET ADDRESS	_____
CITY, STATE, ZIP CODE	_____
ATTENTION:	

Authorized Signature - GRANTEE	TITLE	DATE
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FOR RMC USE ONLY

Authorized Signature - RECONCILIATION APPROVAL	TITLE	DATE
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ADVANCE RECONCILIATION INSTRUCTIONS

The following instructions correspond to items on the ADVANCE RECONCILIATION Form, which is to be used to request release of previously advanced funds for payment of expenditures

1. DATE of ADVANCE REQUEST – Date Advance Request was submitted
2. GRANT NUMBER – RMCXXXX As shown in Certification of Funding section of the Project Grant
3. GRANTEE – Name of Grantee as shown on the Project Agreement
4. PROJECT TITLE – Title of Project for which payment is requested
5. TYPE OF PAYMENT – Check appropriate box
6. **ADVANCE RECONCILIATION INFORMATION –**

WORK PERFORMED: FROM: _____ TO: _____

This is now required by STATE CONTROLLER. Payment cannot be made without this information.

Beginning & Ending dates of work performed during the invoiced period.

Dates may NOT exceed the date of this form or the Performance Period END DATE of the GRANT.

- a. **ADVANCE** Amount
- b. **TOTAL** Advance Releases **REQUESTED** to Date (Including Retention)
- c. **AVAILABLE** Advance Amount (a minus b)
- d. **TOTAL** Amount of this Advance Release (Including Retention)
- e. **LESS** 10% Retention of this Advance Release Request (10% item d)
- f. **ACTUAL** Advance Amount **RELEASED** for this Request (d minus e)
- g. **REMAINING** Advance Amount **AFTER** this Release. (c minus d)
- h. **TOTAL Retention** held to date (b + d) x 10%
- i. **Remaining** Advance Amount Available, including Retention held. (g + h)

AUTHORIZED SIGNATURE – Grantee:

Advance Release request forms must be accompanied by a progress report detailing activities completed and an itemized list of all charges documenting amounts, dates, recipients, and purpose of the charges.

Advance Release requests without complete and accurate documentation will not be approved until required information is received.

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Exhibit K

Project Costs Summary Form

Grantee Name: _____
 Agreement No.: _____

a. Labor Costs Summary Form, Exhibit L	\$ -
b. Equipment Costs Summary Form, Exhibit M	\$ -
c. Services and Materials Cost Summary Form, Exhibit N	\$ -
d. Subtotal (a + b + c)	\$ -
e. Indirect Costs*	\$ -
f. Total Amount of this Reimbursement Request (d + e) (carry amount forward to Exhibit J, line d)	\$ -
g. Report of Alternative Funding Expenditures, Exhibit O	\$ -
Total Current Expenditures for this reporting period (f + g)	\$ -

Exhibit K:

A reconciliation worksheet or updated Budget/Expenditure Tracking sheet and Tasklist MUST be submitted for every payment request and include all previously submitted invoices

Tasklist line items must be clearly delineated and align with the approved budget on the grant agreement or most recent amendment. Costs must be tracked by task. If Grantee foresees a line item to exceed the approved budgeted amount by 10% (over or under), or a line item needs to be added/removed, Grantee must submit a revised budget and tasks timeline to the RMC for approval.

****Indirect costs may be claimed if all of the following are met:***

- ***Approved budget in the grant agreement or most recent amendment includes a line item for indirect costs***
- ***Amount on Line e does not exceed 10% of current payment request (Line d)***
- ***Cumulative amount of Indirect Costs do not exceed 10% of the grant amount***
- ***Methodology of Indirect Costs calculation and types of expenses (ie. Administrative, legal, OH rate) are included with this payment request***

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Exhibit L*
Labor Costs Summary Form
(Funds not previously invoiced)

Grantee Name: _____
Agreement No.: _____

Task	Staff / Personnel	Pay Period	No. of Hours	Hourly Rate	Check No. / DD	Total Per Pay Period
						\$ -
						\$ -
						\$ -
						\$ -
						\$ -
						\$ -
						\$ -
						\$ -
						\$ -
						\$ -
						\$ -
						\$ -
						\$ -
						\$ -
						\$ -
						\$ -
						\$ -
						\$ -
						\$ -
						\$ -
						\$ -

*Total \$ \$ -

**Carry Total forward to Project Costs Summary Form, Exhibit K*

Exhibit L:

Labor Costs include costs for GRANTEE administrative costs with hourly rates and what tasks were completed per the approved budget. The Labor Costs Summary Form, Exhibit L, is submitted with the Payment Request Form and is completed by listing the GRANTEE's staff and personnel, the dates and hours for the pay period, the pay rate, the check, warrant number or direct deposit, and the total dollars paid for the period of the reimbursement request for administrating the RMC GRANT.

Exhibit M*
Equipment Costs Summary Form
(Funds not previously invoiced)

Grantee Name: _____
Agreement No.: _____

Type of Equipment	Dates Work Performed	Invoice No.	Check No.	Amount
				\$ -
				\$ -
				\$ -
				\$ -
				\$ -
				\$ -
				\$ -
				\$ -
				\$ -
				\$ -
				\$ -
				\$ -
				\$ -
				\$ -
				\$ -
				\$ -
				\$ -
				\$ -
				\$ -

***Total \$** \$ -

**Carry Total forward to Project Costs Summary Form, Exhibit K*

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Exhibit N*
Services and Materials Costs Summary Form
(Funds not previously invoiced)

Grantee Name: _____
Agreement No.: _____

Task No.	Consultant / Contractor / Vendor	Dates Work Performed	Invoice No.	Check No.	Amount
					\$ -
					\$ -
					\$ -
					\$ -
					\$ -
					\$ -
					\$ -
					\$ -
					\$ -
					\$ -
					\$ -
					\$ -
					\$ -
					\$ -
					\$ -
					\$ -
					\$ -
					\$ -
					\$ -
					\$ -
					\$ -

***Total \$** \$ -

****Carry Total forward to Project Costs Summary Form, Exhibit K***

Exhibit N:

Services and Materials include consultants, sub-consultants, etc. and other vendor costs that were employed by the GRANTEE to complete approved tasks.

The Services and Materials Costs Summary Form, Exhibit N, is submitted with the Payment Request Form Exhibit J and is completed by listing the materials or services that were performed or delivered to accomplish specific tasks. The detailed listing on the form includes the deliverable, the task, the date, the recipient of the funds, invoice of the consultant/vendor, the check or warrant or check number used for payment of the recipient, and the amount of the payment for the period of the reimbursement request.

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Exhibit O*
Report of Alternative Funding Expenditures
(Funds not previously invoiced)

Grantee Name: _____
Agreement No.: _____

Task	Date Received	Funding Source	Funding Source Exhausted? (Y / N)	Amount
				\$ -
				\$ -
				\$ -
				\$ -
				\$ -
				\$ -
				\$ -
				\$ -
				\$ -
				\$ -
				\$ -
				\$ -
				\$ -
				\$ -
				\$ -
				\$ -
				\$ -
				\$ -
				\$ -
				\$ -
				\$ -
				\$ -

***Total \$** \$ -

**Carry Total forward to Project Costs Summary Form, Exhibit K*

Exhibit O:

*Alternative Funding Expenditures are expenditures that occurred during the reporting work performance period that were paid from other funding sources. These sources include matching funds, accrued interest, and in-kind services and goods. If your grant application was approved with matching funds, this form is **REQUIRED** to be submitted with every Exhibit J Payment Request Form or Exhibit J-A Advance Reconciliation Form, even if no alternative funding sources were received during this period.*

Exhibit P

Quarterly Progress Report
Calendar Year: _____

PROGRESS REPORT # _____

First Quarter <input type="checkbox"/>	Second Quarter <input type="checkbox"/>	Third Quarter <input type="checkbox"/>	Fourth Quarter <input type="checkbox"/>
January 1 – March 31	April 1 – June 30	July 1 – September 30	October 1 – December 31

Project Name:
RMC Project Number:
Performance Period:
Submitted by:
Date Submitted:

Summary of Work Completed During This Reporting Period, corresponding to Tasklist and Timeline

Task	Description of Progress	% of Work Complete	Consistent w/Exhibit D Tasklist and Timeline		
			Yes	No	If no, explain
			<input type="checkbox"/>	<input type="checkbox"/>	
			<input type="checkbox"/>	<input type="checkbox"/>	
			<input type="checkbox"/>	<input type="checkbox"/>	
			<input type="checkbox"/>	<input type="checkbox"/>	
			<input type="checkbox"/>	<input type="checkbox"/>	
			<input type="checkbox"/>	<input type="checkbox"/>	
			<input type="checkbox"/>	<input type="checkbox"/>	
			<input type="checkbox"/>	<input type="checkbox"/>	
			<input type="checkbox"/>	<input type="checkbox"/>	
			<input type="checkbox"/>	<input type="checkbox"/>	
			<input type="checkbox"/>	<input type="checkbox"/>	
			<input type="checkbox"/>	<input type="checkbox"/>	
			<input type="checkbox"/>	<input type="checkbox"/>	
			<input type="checkbox"/>	<input type="checkbox"/>	
			<input type="checkbox"/>	<input type="checkbox"/>	

Progress Report Narrative: Include Photos and Brief Summary of deliverables completed.

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Exhibit Q Quarterly Expenditure Projection Report

Calendar Year: _____

First Quarter <input type="checkbox"/>	Second Quarter <input type="checkbox"/>	Third Quarter <input type="checkbox"/>	Fourth Quarter <input type="checkbox"/>
January 1 - March 31	April 1 - June 30	July 1 - September 30	October 1 - December 31

QTR	YEAR	PROJECTED (forecast through end of grant performance period)	ACTUALS (reflect only expenditures submitted to RMC)	CUMULATIVE ACTUALS
				\$ -
				\$ -
				\$ -
				\$ -
				\$ -
				\$ -
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				\$ -
TOTALS (amount for each column should not exceed total grant amount)		\$ -	\$ -	

Quarter - Start with the first quarter of your actual/projected expenditures.

Projected - Report your projected expenditures on a quarterly basis through the end of the grant agreement's performance period (this information is required for Dept. of Finance purposes)

Actual - Report only those expenditures which have been submitted on an Exh. J payment request form, including any requests submitted along with this report.

Cumulative - Subtotal your cumulative actual expenses on a quarterly basis. The last cumulative amount should match the most recent Exh. J Line b (total payments requested to date including retention)

RMC21023

Exhibit R**Memorandum of Unrecorded Grant Agreement**

State of California)
 San Gabriel and Lower Los Angeles)
 Rivers and Mountains Conservancy)
 Mark Stanley)
 100 N. Old San Gabriel Canyon Road)
 Azusa, CA 91702)

Space above this line for Recorder's use

MEMORANDUM OF UNRECORDED GRANT AGREEMENT

This Memorandum of Unrecorded Grant Agreement (Memorandum), dated as of _____, _____, is recorded to provide notice of an agreement between the State of California, by and through the San Gabriel and Lower Los Angeles Rivers and Mountains Conservancy ("State") and _____ ("Grantee").

RECITALS

- A. On or about _____, _____, State and Grantee entered into a certain Grant Agreement, Grant No. _____ ("Agreement"), pursuant to which the State granted to Grantee certain funds for the acquisition of certain real property, more particularly described in Attachment A and incorporated by reference (the "Real Property").
- B. Under the terms of the Agreement, the State reserved certain rights with respect to the Real Property.
- C. Grantee desires to execute this Memorandum to provide constructive notice to all third parties of certain State reserved rights under the Agreement.

NOTICE

- A. Said Real Property (including any portion of it or any interest in it) must be used for the purposes of expanding or establishing open space for passive natural and passive recreational uses and other compatible public uses constant with the description of the purpose of the acquisition in the Agreement.
- B. Said Real Property shall be maintained and operated under this program for a period of at least 20 years for grants up to \$1,000,000 and at least 25 years for grants over \$1,000,000.
- C. Said Real Property (including any portion of it or any interest in it) may not be sold or transferred without the written approval of the State of California, acting through the Rivers and Mountains Conservancy, or its successor, provided that such approval shall not be unreasonably withheld as long as the purposes for which the Agreement was awarded are maintained.

RMC21023

- D. Said Real Property (including any portion of it or any interest in it) may not be used as security for any debt or for mitigation without the written approval of the State of California, acting through the Rivers and Mountains Conservancy, or its successor, provided that such approval shall not be unreasonably withheld as long as the purposes for which the Agreement was awarded are maintained.
- E. For additional terms and conditions of the Agreement, reference should be made to the Grant Agreement, which is on file with the San Gabriel and Lower Los Angeles Rivers and Mountains Conservancy, located at 100 N. Old San Gabriel Canyon Road, Azusa, California 91702.

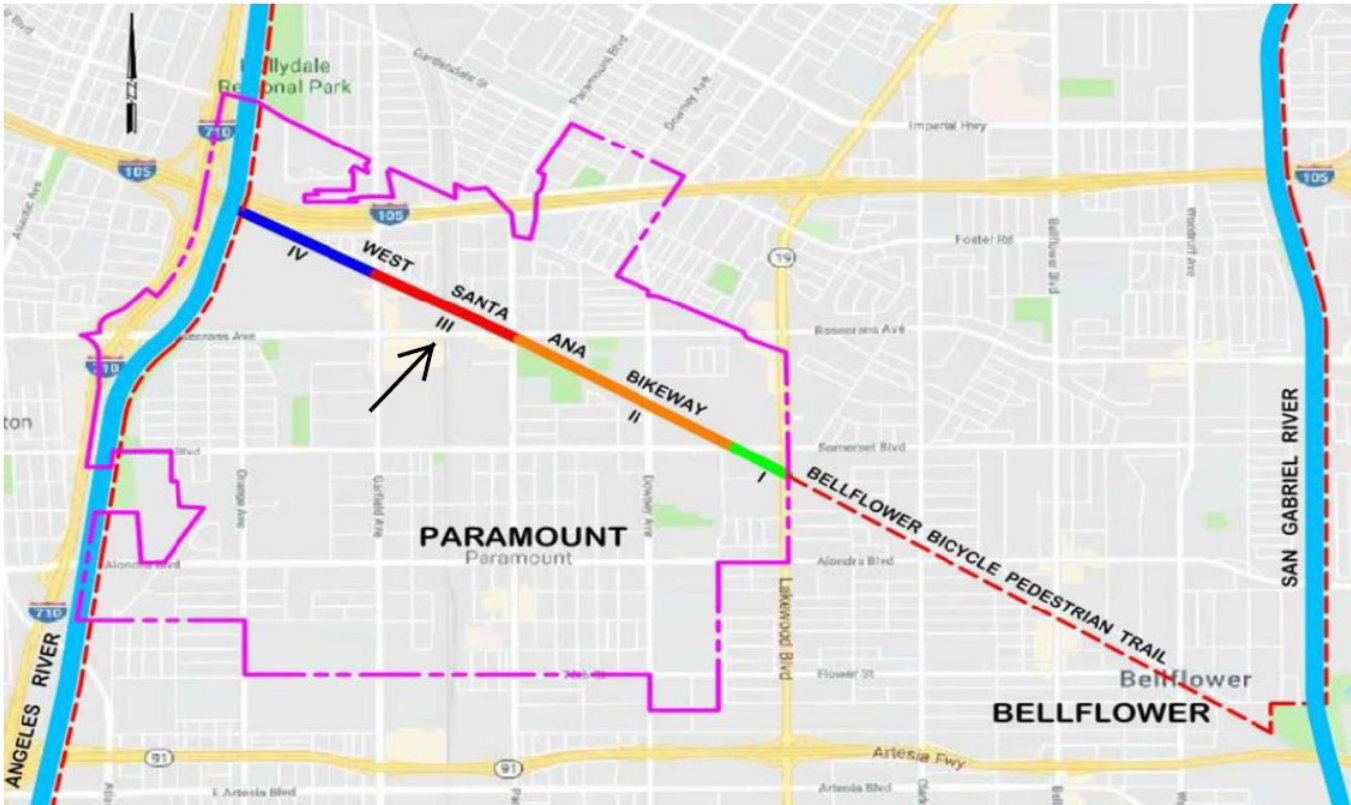
GRANTEE:

By: _____

Title: _____

RMC21023

Exhibit S
Real Property Description – to be provided by Grantee



Project Location:

Address:		City:
16400 Colorado Ave, Paramount, CA 90723		Paramount
County:	District:	County Sup. District
Los Angeles	1	4
Senate Dist:	Assembly Dist.:	Congressional Dist.
33	63	40
Lat/Long:		Parcel No(s):
33.906392/-118.16000		6242-025-272, 6242-025-271

RMC21023

INTEREST EARNED ON ADVANCE GRANT AMOUNT (If applicable): \$ _____

IF DEVELOPMENT PROJECT, HAS A NOTICE OF COMPLETION WITH THE COUNTY BEEN FILED? YES ☐ NO ☐

IF NO, PLEASE EXPLAIN:

IF YES, PLEASE ATTACH A COPY

ACQUISITION PROJECTS MUST PROVIDE COPIES OF THE FOLLOWING DOCUMENTS:

MEMORANDUM OF UNRECORDED GRANT AGREEMENT (EXHIBIT R)

RECORDED DEED

CLOSING ESCROW STATEMENT

CERTIFICATION:

I hereby certify that all grant funds were expended on the above named Project(s) within the Performance Period of the Contract and/or the Amendments (___ through ___) and that the Project(s) is/are complete and we have made final payment for all work.

Grantee Project Representative Signature

Date

Grantee Project Representative Title

RMC21023

FINAL RECONCILE WORKSHEET (TEMPLATE):
MUST include all invoices paid and any matching funds

Agreement Number:							
Grantee:							
Project Name:							
Address (include zip code):							
Invoice Number:							
Grant Agreement Performance Period							

Task #	Tasklist (insert rows as needed for work plan)	Approved Date / BUDGET	Including any Matching Funds	Invoice #1 (include performance dates)	include more payments as necessary	Total Costs to Date	Remaining Balance
1							
2							
3							
4							
5							
6							
7							
8							
	TOTAL FUNDED						

March 9, 2022

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

Subject: Proposal for Professional Engineering Services for the West Santa Ana Bicycle and Pedestrian Trail Phase III Improvement Project

Dear Ms. Figueroa:

Willdan Engineering (Willdan) is pleased to be given the opportunity to submit this proposal to provide professional design engineering services for the preparation of plans, specifications, and estimates (PS&E) for the West Santa Ana Bicycle and Pedestrian Trail, Phase III. The City received a \$2.55 million grant from the San Gabriel & Lower Los Angeles Rivers and Mountains Conservancy for the project.

It is our understanding that the project includes the following proposed improvements:

- Construction of a 0.53-mile Class I bicycle and pedestrian trail from Paramount Boulevard to Garfield Avenue.
- Bicycle and pedestrian infrastructure improvements including an AC trail, fencing, and decomposed granite.
- ADA curb ramps, traffic signal modifications, at-grade pedestrian/cyclist railroad crossing, and street furniture for trail visitors.
- Install drought-resistant landscaping based on the stakeholders approved planting palette and a drip irrigation system using recycled water from Central Basin Municipal Water District's water service main with Et. based technology, 120v irrigation controller.
- Install LED lighting systems, signage and striping for the combination bicycle and pedestrian trail.
- Construction of a drainage infiltration system designed to divert storm water runoff to the groundwater table.

- Modification of the traffic signal at Garfield Avenue and Petterson Lane to install new crosswalk and pedestrian enhancements across the north leg of the intersection.

Willdan will also provide grant administration services for the funding agreement and coordination with Los Angeles County Metropolitan Transportation Agency and City of Los Angeles Department of Water and Power to obtain the permits required for construction of the project.

SCOPE OF SERVICES

We propose to provide the following basic services for the project:

PROJECT MANAGEMENT

Project Management

1. Attend a pre-design (kick-off) meeting with City representatives to review the project, in detail, to determine the City's specific requirements.
2. Maintain continuous communication with the City Project Manager, including meetings to review project status at 35%, 65%, 95%, and 100% completion.
3. Provide agendas of special items for discussion, and minutes listing agreed actions.
4. Monitor progress of design team to ensure project delivery on schedule and within budget.
5. Provide project updates on a monthly basis.
6. Maintain continuous awareness of the status of each task as it proceeds and make provisions to expedite and resolve any difficulties that may impede progress.
7. Proactively initiate communications any time there arises a question or inconsistency in the flow of work production.

Grant Administration

1. Draft Quarterly Progress Reports for City review.
2. Prepare final Progress Reports for submittal to the San Gabriel & Lower Los Angeles Rivers and Mountains Conservancy; assist City with submittal process.
3. Organize and prepare copies of paid invoices and canceled checks for quarterly reimbursement invoicing submittal.



4. Draft Quarterly Expenditure Reports for City review.
5. Prepare final Quarterly Expenditure Reports for submittal to the San Gabriel & Lower Los Angeles Rivers and Mountains Conservancy; assist City with submittal process.
6. Serve as City liaison with the San Gabriel & Lower Los Angeles Rivers and Mountains Conservancy for ongoing resolution of issues regarding report submittals and invoice processing.

Stakeholder Permits

Significant stakeholder coordination will be required due to the multiple property owners within the project limits. Willdan staff will assist the City for coordination with the stakeholders to obtain the encroachment permits / license agreements that will be required for construction and future maintenance of the project, including the following:

- a. City of Los Angeles Department of Water and Power
- b. County of Los Angeles Metropolitan Transportation Authority
- c. Central Basin Municipal Water District (recycled water usage)
- d. LA County Department of Health (recycled water usage)

PRELIMINARY ENGINEERING

Design Survey

1. Perform research at Los Angeles County and the City of Paramount for survey information.
2. Set target survey control points.
3. Establish horizontal and vertical coordinates on all control points.
4. Provide aerial topographic survey of the project limits.
5. Establish record street right-of-way and jurisdictional boundaries to define each agency's limits.
6. Provide three (3) days of additional field survey to obtain existing cross section elevations along the trail alignment limits required for design utilizing electronic data collection methods to supplement the aerial survey.



7. Obtain topographic feature locations for a complete and accurate representation of existing conditions within the project limits.

Geotechnical Testing

Willdan will provide a total of five (5) boring percolation tests to determine infiltration rates needed to comply with the funding application to divert storm water back to the underground water table, including the following:

- a. Two (2) deep borings, one at 15 feet and one at 40 feet depth will be tested.
- b. One exploration boring to 50 feet deep (10 feet deeper than the deepest percolation test boring) is included to verify the groundwater table. The exploration boring will be drilled first and if the water table is encountered at a depth less than 50 feet, the deepest percolation boring will be drilled to a depth of 10 feet above the water table as required per design criteria.

Willdan will also provide recommendations for the design of the AC trail based on test results of the existing subgrade materials.

NPDES / Low Impact Development (LID) Requirements

For this type of a project, Willdan's scope of work will include the preparation of Low Impact Development (LID) documents needed to justify the proposed facilities, and BMPs to reach the MS4 requirements as established by the City of Paramount.

Utility Coordination

1. Submit notification to affected agencies and utility companies of proposed project.
2. Submit copies of the plans to affected utilities and agencies.
3. Coordinate with utility companies to implement upgrade of its facilities, as needed, within the project limit.
4. Coordinate with Southern California Edison (SCE) planners to identify electrical service feed points and designate the location of service cabinets in the public right-of-way for the lighting and landscaping improvements.
5. Identify conflicts of proposed construction with utilities and provide preliminary coordination for resolution.



Records Research and Field Reviews

1. Research and review base data documents including as-built improvement plans, utility information, existing mapping, and other available record data.
2. Perform preliminary field reconnaissance, catalog photographs of typical and special existing conditions.
3. Verify locations of topographic features including existing transmission towers, fencing, access gates, etc.
4. Be proactive in field review towards discovery of special conditions that might create conflicts or change orders during construction.
5. Review field conditions for ADA access curb ramps to establish type of ramp required and perimeter construction needed to establish the ramp complete in place.

Finalize 35% Concept Plan

Based on the direction provided from the City's review of the previous concepts, prepare a revised 35% concept with the bicycle and pedestrian trail. Beginning at Garfield Avenue the trail alignment will be along the northly side of the Metro easement up to the existing railroad track crossing and then move to the southerly side of the City of Los Angeles Department of Water and Power easement as shown on the concept prepared for the funding application.

1. Develop base drawings:
 - a. Plot survey data including existing railroad tracks and electrical transmission towers.
 - b. Identify and plot apparent substructures from utility information.
 - c. Conduct field verification of survey data.
 - d. Plot proposed trail alignment based on approved concept plans.
2. Submit the final 35% alignment and layout concept plan to the City of Paramount for review and comments.
3. Provide final planting palette and renderings for the proposed improvements.
4. Based on the City's input and final comments, revise the 35% concept.
5. Prepare a final alignment and layout design concept and submit to the City of Paramount for approval and submittal to stakeholders for review.



6. Revise concepts based on stakeholders' comments and resubmit to the City of Paramount for processing with the stakeholders.

CEQA Environmental Documentation

Based on our understanding of the proposed improvements and the environmental description in the approved grant application, the project is considered categorically exempt (CE) under the Class 4 designation. Willdan will prepare the CEQA Notice of Exemption (NOE) documents and submit to the City for review and approval.

FINAL ENGINEERING

1. Develop preliminary PS&E for the West Santa Ana Bicycle and Pedestrian Trail Phase III Improvement Project. It is anticipated the plan set will include the following:

Title Sheet	1 sheet
Civil and Striping Details.....	3 sheets
Plan and Profile @ 1" " = 20' horizontal and 1" = 4' vertical scale	8 sheets
Signing and Striping Plans @ 1" " = 20' scale	2 sheets
Trail Lighting Plans @ 1"=20' scale	2 sheets
Traffic Signal Modification Plan for Garfield/Petterson @ 1"=20' scale	1 sheet
Bicycle and Pedestrian RR Crossing.....	1 sheet
Landscape and Irrigation Plans @ 1" " = 20' scale	9 sheets
Landscape and Irrigation Details	<u>3 sheets</u>
TOTAL	30 sheets
2. Develop preliminary cost estimates.
3. Submit 65% completion plans and estimates to City for review and comment.
4. Revise 65% completion plans based on comments and requirements from the City.
5. Prepare detailed project plans and attend coordination meetings, as necessary, with City's staff and stakeholders at various times to obtain additional input and review.
6. Prepare project specifications including contract documents and technical special provisions to conform to applicable requirements of the City of Paramount for bidding by the City. Special provisions will be prepared in "Greenbook" format.
7. Prepare project cost estimates.



8. Submit 95% completion of plans, specifications, and estimates (PS&E) to the City for review and comment.
9. Revise 95% completion PS&E based on comments and requirements from the City of Paramount and stakeholders.
10. Prepare final project PS&E.
11. Submit original mylars, project specifications, and estimates, including electronic files, to the City of Paramount.

ASSISTANCE DURING CONSTRUCTION

Willdan will provide construction support services to respond to design related questions during the project bidding and construction phases. The services will include, but not limited to:

Advertisement and Bidding

1. Provide the City with 20 sets of final plans and specifications for bidding.
2. Respond to questions during the bidding phase.
3. Prepare addenda, if required.

Engineering During Construction

1. Attend the pre-construction meeting and respond to questions regarding the construction documents.
2. Review contractor submittals during construction for compliance with the specifications.
3. Respond to Requests for Information (RFIs) from the contractor.
4. Attend field meetings during construction as requested by the City to clarify design questions.

SCHEDULE

The grant funding requires the project's final design PS&E be submitted by March 2023 and the construction completed by June 2024. To meet these requirements, our proposed timeline is as follows:



Notice-to-Proceed	3/28/2022
Design Survey	5/31/2022
Geotechnical Testing	5/31/2022
Finalize 35% Concept	9/23/2022
65% PS&E	11/24/2022
95% PS&E	1/20/2023
Final PS&E	3/31/2023

FEE

We propose to provide the above scope of services for a fixed fee of **\$240,000** based on the following breakdown. Fee does not include cost of required stakeholder permit fees which are to be paid by the City.

Project Management	\$ 35,622
Preliminary Engineering	\$ 74,233
Final Engineering	\$ 111,694
Assistance during Construction	\$ 18,451
TOTAL	\$ 240,000

Please indicate the City's approval and authorization to proceed by either printing out and signing two originals and returning one hard copy original to our office, or by scanning one signed original and returning it by e-mail.

Thank you for giving us the opportunity to assist the City of Paramount. If you have any questions, please contact Mr. Fred Wickman at (657) 223-8595 or email fwickman@willdan.com.

Respectfully submitted,

WILLDAN ENGINEERING



Vanessa Muñoz, PE, TE, PTOE
President/Director of Engineering

Approval and Authorization to Proceed by:

CITY OF PARAMOUNT

Signature

Date

Enclosure

910005/WW.00.60/P22-062_23064



CITY OF PARAMOUNT
WEST SANTA ANA BICYCLE AND PEDESTRIAN TRAIL PHASE III
IMPROVEMENT PROJECT
FEE SCHEDULE
Wednesday, March 9, 2022

SUMMARY TASK	Project Manager	Traffic Engineering Lead	Civil Engineering Lead	Landscape Lead	Senior Landscape Architect	Assistant Engineer IV	Assistant Engineer II	Assistant Engineer I	Designer II	Principal Survey Manager	Senior Survey Analyst	Principal Geotechnical Engineer	Field Engineer / Geologist	Utility Coordinator	Grant Administration	Estimated Hours	Expenses	Estimated Cost
	\$210	\$214	\$214	\$210	\$167	\$157	\$144	\$127	\$158	\$210	\$173	\$185	\$123	\$125	\$150			
Project Management																		\$35,622
Project Management	48.0	4.0														52		\$10,936
Grant Administration															50.0	50		\$7,500
Stakeholder Permit Coordination	20.0			4.0	12.0			50.0	24.0							110		\$17,186
Preliminary Engineering																		\$74,233
Design Survey										10.0	16.0					26	\$16,100	\$20,968
Geotechnical Testing												28.0	18.0			46	\$6,544	\$13,938
NPDES / LID Requirements							36.0									36		\$5,184
Utility Coordination									16.0					20.0		36		\$5,028
Records Research and Field Reviews				2.0	6.0			12.0	12.0							32	\$200	\$5,042
35% Concept Plan		2.0	4.0	18.0	75.0	8.0		8.0	24.0							139		\$23,653
CEQA CE Documentation	2.0															2		\$420
Final Engineering																		\$111,694
Civil Trail Design	4.0		20.0				20.0	78.0	120.0							242	\$240	\$37,106
Traffic Trail Design		6.0				40.0		60.0								106		\$15,184
Traffic Signal Modification		4.0				40.0		20.0								64		\$9,676
Pedestrian Crossing Gate @ RR Tracks			2.0													2	\$21,700	\$22,128
Landscape Planting Palette / Trail Design				36.0	120.0											156		\$27,600
Assistance during Construction																		\$18,451
Advertisement and Bidding		2.0	6.0	2.0	4.0			16.0	8.0							38		\$6,096
Engineering during Construction	10.0	2.0	4.0	12.0	8.0	8.0	10.0	8.0	8.0							70	\$139	\$12,355
TOTAL	84.0	20.0	36.0	74.0	225.0	96.0	66.0	252.0	212.0	10.0	16.0	28.0	18.0	20.0	50.0	1207.0	\$44,923	\$240,000

MARCH 15, 2022

AWARD OF CONTRACT

PARAMOUNT PARK COMMUNITY CENTER IMPROVEMENTS (CIP 9255)
AND PARAMOUNT PARK GYM/POOL BUILDING REPAINTING (CIP 9256)

MOTION IN ORDER:

AWARD THE CONTRACT FOR THE PARAMOUNT PARK COMMUNITY CENTER IMPROVEMENTS (CIP 9255) AND PARAMOUNT PARK GYM/POOL BUILDING REPAINTING (CIP 9256) TO MB PAINTING AND REMODELING, INC., BUENA PARK, CALIFORNIA, IN THE AMOUNT OF \$109,000, AND AUTHORIZE THE MAYOR OR HER DESIGNEE TO EXECUTE THE AGREEMENT.

MOTION:

MOVED BY: _____

SECONDED BY: _____

[] APPROVED

[] DENIED

ROLL CALL VOTE:

AYES: _____

NOES: _____

ABSENT: _____

ABSTAIN: _____



To: Honorable City Council

From: John Moreno, City Manager

By: Adriana Figueroa, Public Works Director
Sarah Ho, Public Works Assistant Director

Date: March 15, 2022

Subject: AWARD OF CONTRACT FOR THE PARAMOUNT PARK COMMUNITY CENTER IMPROVEMENTS (CIP 9255) AND PARAMOUNT PARK GYM/POOL BUILDING REPAINTING (CIP 9256)

BACKGROUND

It has been over 10 years since the exterior buildings at Paramount Park have been painted. In order to keep our facilities looking clean and to provide increased protection to the buildings, the FY 22 CIP budget included two separate projects. Paramount Park Community Center Improvements (CIP 9255) allocated \$35,000 for painting of the building and installation of rain gutters. Paramount Park Gym/Pool Building Repainting (CIP 9256) allocated \$90,000 for the exterior and interior painting for the gym, and exterior painting for the pool. In order to receive better pricing we packaged the projects and placed them out to bid jointly.

DISCUSSION

On March 3, 2022, the Director of Public Works opened and examined the bids for the Paramount Park Community Center Improvements (CIP 9255) and Paramount Park Gym/Pool Building Repainting (CIP 9256). The bids were opened at 11:00 AM at the City Yard.

Four (4) bids were received and the apparent low bid submitted by MB Painting and Remodeling, Inc., amounted to \$109,000. This amount is \$16,000 below the budgeted amount of \$125,000.

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. 5: Attractive and Well-Maintained Infrastructure.

RECOMMENDED ACTION

It is recommended that the City Council award the contract for the Paramount Park Community Center Improvements (CIP 9255) and Paramount Park Gym/Pool Building Repainting (CIP 9256) to MB Painting and Remodeling, Inc., Buena Park, California, in the amount of \$109,000, and authorize the Mayor or her designee to execute the agreement.

JOB NAME: PARAMOUNT PARK COMMUNITY CENTER IMPROVEMENTS (CIP 9255)
AND PARAMOUNT PARK GYM/POOL BUILDING REPAINTING (CIP 9256)

BID DATE: Thursday, March 3, 2022

BID TIME: 11:00 AM

	<u>Company Name</u>	<u>Company Address</u>	<u>Bid Amount</u>
1.	MB Painting & Remodeling Inc.	7080 El Verano Drive Buena Park, CA 90620	\$109,000.00
2.	Junior's Construction Inc.	12150 Bloomfield Ave. Suite C Santa Fe Springs, CA 90670	\$140,056.74
3.	Silverlake Construction	6532 Flora Avenue Bell, CA 90201	\$145,800.00
4.	Remmi Construction	3360 July Drive Riverside, CA 92503	\$181,779.00

**SERVICE AGREEMENT BY AND BETWEEN THE
CITY OF PARAMOUNT
AND
MB PAINTING AND REMODELING, INC.
FOR PARAMOUNT PARK COMMUNITY CENTER IMPROVEMENTS (CIP 9255) AND
PARAMOUNT PARK GYM/POOL BUILDING REPAINTING (CIP 9256)**

THIS AGREEMENT is made and entered into this 15th day of March, 2022 by and between the CITY OF PARAMOUNT, hereinafter referred to as the "CITY," and MB PAINTING AND REMODELING, INC., hereinafter referred to as the "CONTRACTOR."

I. RECITAL

A. PURPOSE. The purpose of this AGREEMENT is to allow the CITY to procure the services of a qualified contractor to provide construction services in connection with the CITY'S project to repaint the community center, gym and pool buildings at Paramount Park, and to have these contractor services based upon the terms and conditions hereinafter set forth.

II. TERMS AND CONDITIONS

A. MISSION. The CITY hereby retains the CONTRACTOR in the capacity as contractor and the CONTRACTOR hereby accepts such responsibility as described herein.

B. TERMS. This AGREEMENT shall commence as of 15th day of March, 2022 and shall remain in full force and effect until such time either party gives written notice of termination in accordance with those provisions set forth in paragraph P. At the time of such extensions, this AGREEMENT shall be amended as to the changes, if any, in the terms, responsibilities and compensation as determined in writing between the CITY and CONTRACTOR.

C. SCOPE OF SERVICES. Under the supervision of the Director of Public Works or her designee, the CONTRACTOR shall provide all services as detailed in the CONTRACTOR's Proposal dated March 3, 2022 and attached herein as Exhibit A". In the event of any conflict between the provisions of this AGREEMENT and Exhibit "A," the terms of this AGREEMENT shall prevail.

Contractor shall be responsible for hauling away all material debris and leaving the site in a broom clean condition on a DAILY basis. Contractor shall provide full pedestrian protection during remodeling in accordance to City of Paramount code requirements and shall ensure business is in operation during business hours.

D. COMPENSATION. During the term of this AGREEMENT, the CITY shall compensate the CONTRACTOR for the services described as detailed in Exhibit "A". Invoices for payment shall be submitted on a monthly basis and shall be approved by the Director of Public Works or her designee.

The CONTRACTOR shall submit an itemized invoice to the CITY according to work progress, setting forth the work performed and the rates charged in accordance with the contractor's fee schedule.

All change orders, additions, deletions or adjustments to the CONTRACTOR's specifications must be submitted in writing to the CITY for approval. The CITY is the sole authority regarding change orders and the CONTRACTOR shall not change, alter, or delete, in any manner, any portion of these specifications of the CITY.

E. EXPENSES. CONTRACTOR shall not be entitled to an expense account and shall not be required or permitted to incur expenses on behalf of the CITY in addition to the expenses required for completion of the scope of services described herein. The compensation described herein includes provision for all CONTRACTOR expenses required to complete the scope of services described herein.

F. INDEPENDENT CONTRACTOR.

- (a) CONTRACTOR is and shall at all times remain as to the City a wholly independent CONTRACTOR. The personnel performing the services under this Agreement on behalf of CONTRACTOR shall at all times be under CONTRACTOR'S exclusive direction and control. Neither City nor any of its officers, employees, or agents shall have control over the conduct of CONTRACTOR or any of CONTRACTOR'S officers, employees, or agents, except as set forth in this Agreement. CONTRACTOR shall not at any time or in any manner represent that it or any of its officers, employees, or agents are in any manner officers, employees, or agents of the City. CONTRACTOR shall not incur or have the power to incur any debt, obligation, or liability whatever against City, or bind City in any manner.
- (b) Neither CONTRACTOR, nor any of CONTRACTOR'S officers, employees or agents, shall obtain any rights to retirement, health care or any other benefits which may otherwise accrue to City's employees. CONTRACTOR expressly waives any claim CONTRACTOR may have to any such rights.
- (c) City shall not be liable for compensation or indemnification to CONTRACTOR for injury or sickness arising out of performing services hereunder.

G. INDEMNIFICATION.

- (a) All officers, agents, employees, sub-Contractors, their agents, officers and employees who are hired by or engaged by CONTRACTOR in the performance of this Agreement shall be deemed officers, agents and employees and sub-Contractors of CONTRACTOR, and City shall not be liable or responsible to them for anything whatsoever.

- (b) CONTRACTOR agrees to save, keep, hold harmless and defend City and all of its elected and appointed boards, commissions, officers employees and agents from all claims, damages, costs or expenses in law and in equity, including costs of suit and expenses for legal services, that may at any time arise or be claimed because of damage to property or injury to persons, including City, allegedly received or suffered by reason of any wrongful or negligent act or omission on the part of CONTRACTOR or any of its agents, officers and employees and sub-Contractors in the performance of this Agreement.
- (c) CONTRACTOR shall not be deemed to assume any liability for wrongful or negligent acts of City or its officers, agents, employees and sub-Contractors, and City shall defend and hold CONTRACTOR harmless against any such claims.
- (d) CONTRACTOR agrees to defend, indemnify and hold harmless the City, its elected and appointed boards, commissions, officers, employees and agents from all claims, demands, liability fines and penalties made by CONTRACTOR'S employees from health, retirement or other benefits attributable to services performed pursuant to this Agreement.

H. SUCCESSOR AND ASSIGNMENT. The services as contained herein are to be rendered by the CONTRACTOR whose name is as appears first above written and said CONTRACTOR shall not assign nor transfer any interest in this AGREEMENT without the prior written consent of the CITY. Claims for money by CONTRACTOR from the CITY under this contract may be assigned to a bank, trust company, or financial institution without such approval. Written notice of any such assignment or transfer shall be furnished promptly to the CITY.

I. INSURANCE. Without limiting the CONTRACTOR'S indemnification of the CITY, the CONTRACTOR shall provide and maintain at this own expense during the term of this AGREEMENT for the following programs of insurance covering his operation hereunder. Each program of insurance, except professional liability insurance shall name the CITY as "Additionally Insured" and each policy shall contain a provision that such insurance will not be cancelled, nor any change whatsoever made in policies, except upon not less than thirty (30) days prior notice to the CITY, mailed by registered mail with postage prepaid. Such insurance shall be provided by insurer(s) satisfactory to the CITY and evidence of such programs satisfactory to the CITY shall be delivered to the CITY on or before the effective date of this AGREEMENT.

General Liability. A program including, but not limited to, comprehensive general liability including automobile coverage with a combined single limit of not less than \$1,000,000.00 per occurrence. Such insurance shall be primary to and not contributing with any other insurance maintained by the CITY. The issuer shall be an "admitted surety insurer" duly authorized to transact business under the laws of the State of California.

Acceptable insurance coverage shall be placed with carriers admitted to write insurance in California with a rating of A:VIII by A.M. Best & Co. Any deviation from this rule shall require specific approval in writing from the City.

Insurance shall name the City of Paramount, its officers, agents, and employees as additional insured by endorsement of the Contractor's policy. A copy of the endorsement, showing policy limit, shall be provided to the City on or before signing this contract.

Failure on the part of the CONTRACTOR to procure or maintain required insurance shall constitute a material breach of this AGREEMENT upon which the CITY will immediately terminate this AGREEMENT.

Worker's Compensation Coverage. State statutory limits, deductibles, self-insurance retention, or similar forms of coverage limitations or modifications must be declared to and approved by CITY.

Automobile Liability Insurance. In an amount not less than Five Hundred Thousand Dollars (\$500,000) combined single limit per accident for bodily injury and property damage covering owned, non-owned and hired vehicles.

J. COMPLIANCE WITH LAWS. The parties agree to be bound by applicable federal, state and local laws, regulations and directives as they pertain to the performance of this AGREEMENT.

K. SEVERABILITY. In the event that any covenant, condition or other provisions herein contained is held to be invalid, void or illegal by any court of competent jurisdiction, the same shall be deemed severable from the remainder of the AGREEMENT and shall in no way affect, impair or invalidate any other covenant, condition or other provision contained herein. If such condition, covenant or other provision shall be deemed invalid due to its scope or breadth, such covenant, condition or other provision shall be deemed valid to the extent of the scope or breadth permitted by law.

L. INTERPRETATION. No provision of this AGREEMENT is to be interpreted for or against either party because that party or that party's legal representative drafted such provision, but this AGREEMENT is to be construed as if it were drafted by both parties hereto.

M. ENTIRE AGREEMENT. This AGREEMENT supersedes any and all other agreements, either oral or in writing, between the parties hereto with respect to the retention of CONTRACTOR by the CITY and contains all the covenants and agreements between the parties with respect to such retention.

N. WAIVER. No breach of any provision hereof can be waived unless in writing. Waiver of any one break of any provision shall not be deemed to be a waiver of any other breach of the same or any other provision hereof.

O. CONTRACT EVALUATION AND REVIEW. The ongoing assessment and monitoring of this AGREEMENT is the responsibility of the City Manager, or his designee.

P. TERMINATION OF AGREEMENT. This AGREEMENT may be terminated by either party by giving written notice at least thirty (30) days prior to the effective termination date in the written notice. In such event, all finished or unfinished documents, data, studies, surveys,

drawings, maps, models, photographs and reports prepared by the CONTRACTOR under this AGREEMENT shall, at the option of the CITY, become its property and the CONTRACTOR shall be entitled to receive just and equitable compensation for any work satisfactorily completed hereunder. Notwithstanding the above, the CONTRACTOR shall not be relieved of liability to the CITY for damages sustained by the CITY by virtue of any breach of the AGREEMENT by the CONTRACTOR, and the CITY may withhold any payments to the CONTRACTOR for the purpose of set-off until such time as the exact amount of damages due the CITY from the CONTRACTOR is determined.

Q. CHANGES. The CITY or CONTRACTOR may request changes in the scope of the services of the CONTRACTOR to be performed hereunder. Such changes, including any increase or decrease in the amount of the CONTRACTOR'S compensation, which are mutually agreed upon by and between the CITY and the CONTRACTOR, shall be incorporated in written amendments to this AGREEMENT.

R. REPORTS AND INFORMATION. CONTRACTOR, at such times and in such forms as the CITY may require, shall furnish the CITY such periodic reports as it may request pertaining to work or services undertaken pursuant to this AGREEMENT, the costs and obligations incurred or to be incurred in connection therewith, and any other matters covered by this AGREEMENT.

S. RECORDS AND AUDITS. CONTRACTOR shall maintain accounts and records, including personnel, property and financial records, adequate to identify and account for all costs pertaining to this AGREEMENT, and such other records as may be deemed necessary by the CITY to assure proper accounting for all project funds, both federal and non-federal shares. These records will be made available for audit purposes to the CITY or any authorized representative, and will be retained for five (5) years after the expiration of this AGREEMENT unless permission to destroy them is granted by the CITY.

T. FINDINGS CONFIDENTIAL. All of the reports, information, data, etc., prepared or assembled by the CONTRACTOR under this AGREEMENT are confidential and the CONTRACTOR agrees that they shall not be made available to any individual or organization without the prior written approval of the CITY.

U. COPYRIGHT. No report, maps, or other documents produced in whole or in part under this AGREEMENT shall be the subject of an application for copyright by or on behalf of the CONTRACTOR.

V. PERSONNEL. CONTRACTOR represents that it has, or will secure at its own expense, all personnel required in performing the services under this AGREEMENT. Such personnel shall not be employees of or have any contractual relationship with the CITY. All of the services required hereunder will be performed by CONTRACTOR or under its supervision and all personnel engaged in the work shall be fully qualified and shall be authorized or permitted under the state and local law to perform such services. None of the work or services subcontracted hereunder shall be specific by written contract or agreement and shall be subject to each provision of this AGREEMENT.

III. EQUAL EMPLOYMENT OPPORTUNITY

During the performance of this AGREEMENT, the CONTRACTOR agrees as follows:

A. EQUAL OPPORTUNITY.

- (a) The CONTRACTOR will not discriminate against any employee or applicant for employment because of race, creed, sex, color, or national origin. The CONTRACTOR will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, creed, sex, color, or national origin. Such action shall include, but not be limited to the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The CONTRACTOR agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the CITY setting forth the provisions of this non-discrimination clause.
- (b) The CONTRACTOR will, in all solicitation or advertisements for employees placed by or on behalf of the CONTRACTOR, state that all qualified applicants will receive consideration for employment without regard to race, creed, color, sex, or national origin.
- (c) The CONTRACTOR will cause the foregoing provisions to be inserted in all subcontracts for any work covered by this AGREEMENT so that such provisions will be binding upon each subcontractor, provided that the foregoing provisions shall not apply to contracts or subcontracts for standard commercial supplies or raw materials.
- (d) The CONTRACTOR will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.
- (e) The CONTRACTOR will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by the rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the CITY and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.
- (f) In the event of the CONTRACTOR'S non-compliance with the equal opportunity clauses of this AGREEMENT or with any of such rules, regulations, or orders, this AGREEMENT may be canceled, terminated, or suspended in whole or in part and the CONTRACTOR may be declared ineligible for further government contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

(g) The CONTRACTOR will include the provisions of paragraphs (1) through (6) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to Section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The CONTRACTOR will take such action with respect to any subcontract or purchase order as the CITY may direct as a means of enforcing such provisions, including sanctions for non-compliance; provided, however, that in the event the CONTRACTOR becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the CITY, the CONTRACTOR may request the United States to enter into such litigation to protect the interests of the United States.

B. CIVIL RIGHTS ACT OF 1964. Title VI of the Civil Rights Act of 1964, provides that no person shall, on the grounds of race, color, or national origin, be excluded from participation in, be denied the benefits of or, be subjected to discrimination under any program or activity receiving Federal financial assistance.

C. AGE AND DISABILITY. Any prohibition against discrimination on the basis of age under the Age Discrimination Act of 1975, or with respect to an otherwise qualified handicapped individual, as provided in Section 504 of the Rehabilitation Act of 1973 and the Americans with Disabilities Act of 1990, shall apply to this AGREEMENT.

IV. CONFLICT OF INTEREST

During the performance of this AGREEMENT, the CONTRACTOR agrees as follows:

A. INTEREST OF MEMBERS OF THE CITY. No member of the governing body of the CITY and no other employee, or agent of the CITY who exercises any functions of responsibilities in connection with the planning and carrying out of the program, shall have any personal financial interest, direct or indirect, in this AGREEMENT.

B. INTEREST OF CONTRACTOR. CONTRACTOR represents, warrants and agrees that he does not presently have, nor will he acquire during the term of this AGREEMENT, any interest, direct or indirect, by contract, employment or otherwise, or as a partner, joint venture or shareholder (other than as a shareholder holding a one-percent (1%) or less interest in publicly-traded companies) or affiliate with any business or business entity that has entered into any contract, subcontract, or arrangement with the CITY.

C. INTEREST OF OTHER LOCAL PUBLIC OFFICIALS. No member of the governing body of the locality and no other public official of such locality, who exercises any functions or responsibilities in connection with the planning and carrying out of the program, shall have any personal financial interest, direct or indirect, in this AGREEMENT; and the CONTRACTOR shall take appropriate steps to assure compliance.

V. NOTICES

Notices herein shall be presented in person or by certified or registered U.S. Mail, as follows:

To the CONTRACTOR: MB Painting and Remodeling, Inc.
7080 El Verano Drive
Buena Park, CA 90620

To the CITY: City of Paramount
Director of Public Works
Adriana Figueroa
16400 Colorado Avenue
Paramount, CA 90723

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

CITY OF PARAMOUNT

MB PAINTING AND REMODELING, INC.

By: _____
Adriana Figueroa,
Public Works Director

By: _____
Mario Aaron Clemente Jr.,
Vice President

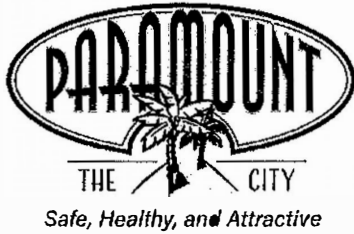
ATTEST:

By: _____
Heidi Luce, City Clerk

APPROVED AS TO FORM:

By: _____
John E. Cavanaugh, City Attorney

EXHIBIT A



REQUEST FOR BID BID PROPOSAL SHEET

City Project – **PARAMOUNT PARK COMMUNITY CENTER IMPROVEMENTS (CIP 9255) AND
PARAMOUNT PARK GYM/POOL BUILDING REPAINTING (CIP 9256)**
located at 14400 Paramount Boulevard in Paramount, CA 90723

The undersigned BIDDER hereby proposes to furnish all materials, equipment, tools, labor, and incidentals required for the above-stated project as set forth in the Specifications and to perform all work in the manner and time prescribed therein.

BIDDER declares that this proposal is based upon careful examination of the work site, Specifications and General Provisions. If this proposal is accepted for award, BIDDER agrees to enter into a contract with the CITY OF PARAMOUNT at the price set forth in the Bid Proposal Sheet.

BIDDER understands that a bid is required for the entire work, and that the items set forth in the Bid Specifications are solely for the purpose of comparing bids, that final compensation under the contract will be based upon the actual amount of work satisfactorily completed. THE CITY RESERVES THE RIGHT TO INCREASE OR DECREASE THE AMOUNT OF ANY QUANTITY SHOWN AND TO DELETE ANY ITEM FROM THE CONTRACT. It is agreed that the bid price includes all appurtenant expenses, taxes, royalties, and fees.

BIDDER understands that if awarded the contract, a 10 percent retention of the total bid price will be held for at least a period of 35 days while the Notice of Completion is filed and recorded, thereby complying with state law.

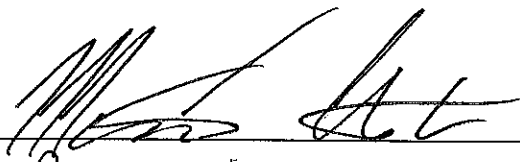
Bids must be submitted to the City of Paramount no later than **Thursday, March 3, 2022 at the hour of 11:00 a.m.** at the following address:

City of Paramount – Public Works Department
Attn: Mario Flores
15300 Downey Avenue
Paramount, CA 90723

The undersigned hereby proposes and agrees to provide services in accordance with the attached General Provisions and Specifications at the stated price:

Item Number	Location and Description	Amount
a	Community Center and Snack Shack Exterior (CIP 9255)	\$ 27,000.00
b	Gymnasium and Pool Exterior (CIP 9256)	\$ 46,000.00
c	Gymnasium Interior (CIP 9256)	\$ 36,000.00
Total:		\$ 109,000.00

Signature of Bidder



Firm Name

MB Painting & Remodeling Inc

Business Address

7080 El Verano Dr. Buena Park, CA 90620

Telephone No.

(714) 589-5951

Bidder's Contractor License No.

790671

DIR No.

1000430217

Dated this

3

day of

March

, 2022.

MARCH 15, 2022

AWARD OF CONTRACT

NEIGHBORHOOD STREET IMPROVEMENTS ON VARIOUS CITY
STREETS (CITY PROJECT NO. 9231)

MOTION IN ORDER:

AWARD THE CONTRACT FOR NEIGHBORHOOD STREET
IMPROVEMENTS ON VARIOUS CITY STREETS TO ALL AMERICAN
ASPHALT, CORONA, CALIFORNIA, IN THE AMOUNT OF \$1,036,669,
AND AUTHORIZE THE MAYOR OR HER DESIGNEE TO EXECUTE THE
AGREEMENT.

MOTION:

MOVED BY: _____

SECONDED BY: _____

[] APPROVED

[] DENIED

ROLL CALL VOTE:

AYES: _____

NOES: _____

ABSENT: _____

ABSTAIN: _____



To: Honorable City Council
From: John Moreno, City Manager
By: Adriana Figueroa, Public Works Director
Sarah Ho, Public Works Assistant Director
Date: March 15, 2022

Subject: AWARD OF CONTRACT FOR NEIGHBORHOOD STREET IMPROVEMENTS ON VARIOUS CITY STREETS (CITY PROJECT NO. 9231)

BACKGROUND

Each year, the City allocates funding for neighborhood street rehabilitation. This includes grinding down the asphalt and repaving streets, repairing damaged curb and gutter or sidewalks, and installation of Americans with Disabilities Act (ADA) curb ramps to ensure proper access for all pedestrians. Repairs are planned based on the recommendations of the Pavement Management System, a report completed by our City Engineering firm, Willdan Engineering. The report is a comprehensive review of the condition of all city streets within Paramount boundaries and identifies those streets in most need of repair.

For CIP 9231, the following streets will be resurfaced:

<u>Street Location</u>	<u>Beginning</u>	<u>End</u>
Arthur Avenue	Denver Street	Rose Street
Laredo Avenue	Howe Street	Rose Street
McClure Avenue	Denver Street	End of Cul-De-Sac
Denver Street	Arthur Avenue	McClure Avenue
Rose Street	Arthur Avenue	Paramount Boulevard

DISCUSSION

On March 1, 2022, the Director of Public Works opened and examined the bids for the Neighborhood Street Improvements project (CIP 9231). The bids were opened at 11:00 AM at City Hall.

Six (6) bids were received and the apparent low bid submitted by All American Asphalt, amounted to \$1,036,669. This amount is below the budgeted amount of \$1,260,000.

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. 5: Attractive and Well-Maintained Infrastructure.

RECOMMENDED ACTION

It is recommended that the City Council award the contract for Neighborhood Street Improvements on various City streets to All American Asphalt, Corona, California, in the amount of \$1,036,669, and authorize the Mayor or her designee to execute the agreement.

JOB NAME: NEIGHBORHOOD STREET IMPROVEMENTS (CIP 9231)

BID DATE: Tuesday, March 1, 2022

BID TIME: 11:00 AM

	<u>Company Name</u>	<u>Company Address</u>	<u>Bid Amount</u>
1.	ALL AMERICAN ASPHALT	CORONA, CA	\$1,036,669.00
2.	SEQUEL CONTRACTORS, INC.	SANTA FE SPRINGS, CA	\$1,066,004.24
3.	R.J. NOBLE CO.	ORANGE, CA	\$1,106,992.08
4.	ONYX PAVING CO. INC.	ANAHEIM, CA	\$1,221,000.00
5.	HARDY & HARPER, INC.	LAKE FOREST, CA	\$1,284,800.00
6.	PALP, INC. DBA EXCEL PAVING	LONG BEACH, CA	\$1,291,956.94

CITY OF PARAMOUNT
CONTRACT AGREEMENT
FOR

NEIGHBORHOOD STREET IMPROVEMENTS
ON
VARIOUS CITY STREETS
FY 2021-2022

PROJECT NO. 9231

This contract agreement is made and entered into for the above-stated project this 15th day of March, 2022, by and between the City of Paramount, as AGENCY and All American Asphalt, as Contractor.

WITNESSETH that AGENCY and Contractor have mutually agreed as follows:

ARTICLE I

The Contract Documents for the aforesaid project shall consist of the Notice Inviting Sealed Bids, Instructions to Bidders, Proposal, General Specifications, Standard Specifications, Special Provisions, Plans, and all referenced specifications, details, standard drawings, and appendices; together with this contract agreement and all required bonds, insurance certificates, permits, notices, and affidavits and also including any and all addenda or supplemental agreements clarifying, amending, or extending the work contemplated as may be required to ensure its completion in an acceptable manner. All of the provisions of said Contract Documents are made a part hereof as though fully set forth herein.

ARTICLE II

For and in consideration of the payments and agreements to be made and performed by AGENCY, Contractor agrees to furnish all materials and perform all work required for the above-stated project and to fulfill all other obligations as set forth in the aforesaid contract documents.

ARTICLE III

Contractor agrees to receive and accept the prices set forth in the Proposal as full compensation for furnishing all materials, performing all work, and fulfilling all obligations hereunder. Said compensation shall cover all expenses, losses, damages, and consequences arising out of the nature of the work during its progress or prior to its acceptance including those for well and faithfully completing the work and the whole thereof in the manner and time specified in the aforesaid contract documents and also

including those arising from actions of the elements, unforeseen difficulties, or obstructions encountered in the prosecution of the work and also including those arising from actions of the elements, unforeseen difficulties, or obstructions encountered in the prosecution of the work, suspension, or discontinuance of the work and all other unknowns or risks of any description connected with the work.

ARTICLE IV

AGENCY hereby promises and agrees to employ and does hereby employ, Contractor to provide the materials, do the work and fulfill the obligations according to the terms and conditions herein contained and referred to, for the prices aforesaid and hereby contracts to pay the same at the time, in the manner and upon the conditions set forth in the contract documents.

ARTICLE V

Contractor acknowledges the provisions of the State Labor Code requiring every employer to be insured against liability for workers' compensation or to undertake selfinsurance in accordance with the provisions of that code and certifies compliance with such provisions. Contractor further acknowledges the provisions of the State Labor Code requiring every employer to pay at least the minimum prevailing rate of per diem wages for each craft classification or type of workman needed to execute this contract as determined by the Director of Labor Relations of the State of California.

ARTICLE VI

Contractor agrees to indemnify and hold harmless AGENCY and all of its officers and agents from any claims, demands, or causes of action including related expenses, attorney's fees, and costs based on, arising out of, or in any way related to the work undertaken by Contractor hereunder. In the event the insurance coverage is on a claims made basis the Contractor shall indemnify and hold harmless the AGENCY and all of its officers and agents from any and all claims, demands, or causes of action that arise after the expiration of the Contractor's current policy or after the service contract has ended, for any occurrences arising out of or any way related to the work undertaken by the Contractor. The liability insurance coverage values shall be:

<u>Insurance Coverage Requirements</u>	<u>Limit Requirements</u>
Comprehensive General Liability	\$1,500,000
Product/Completion Operations	\$1,500,000
Contractual General Liability	\$1,500,000
Comprehensive Automobile Liability	\$1,500,000

A combined single-limit policy with aggregate limits in the amount of \$3,000,000 will be considered equivalent to the required minimum limits. The issuer shall be an "admitted

surety insurer” duly authorized to transact business under the laws of the State of California.

Acceptable insurance coverage shall be placed with carriers admitted to write insurance in California with a rating of A:VIII by A.M. Best & Co. Any deviation from this rule shall require specific approval in writing from the AGENCY.

Insurance shall name the City of Paramount, its officers, agents, and employees as additional insured by endorsement of the Contractor’s policy. A copy of the endorsement, showing policy limits, shall be provided to the AGENCY on or before signing this contract.

ARTICLE VII

Contractor affirms that the signatures, titles, and seals set forth hereinafter the execution of this contract agreement represent all individuals, firm members, partners, joint venturers, and/or corporate officers having a principal interest herein.

ARTICLE VIII

Blank

ARTICLE IX

Records and Audits. The Contractor shall maintain accounts and records, including personnel, property, and financial records, adequate to identify and account for all costs pertaining to the contract and such other records as may be deemed necessary by the AGENCY to assure proper accounting for all project funds, both federal and non-federal shares. These records will be made available for audit purposes to the AGENCY or any authorized representative and will be retained for 5 years after the expiration of this Contract unless permission to destroy them is granted by the AGENCY.

ARTICLE X

False Claims and Debarment Procedures. The AGENCY hereby gives notice to Contractor that Chapter 34 of the Paramount Municipal Code dealing with false claims of contractors provides for an administrative debarment action for submitting a false claim subjecting Contractor to a potential five (5) year debarment upon finding that Contractor knowingly submitted a false claim as further set forth in Chapter 34. Failure to abide by the provisions of Chapter 34 may lead to a disqualification of the Contractor as an irresponsible bidder and resultant prohibition of Contractor, from bidding as a Contractor, Subcontractor or Consultant for a period up to five (5) years in the City of Paramount.

IN WITNESS WHEREOF, the parties hereto for themselves, their heirs, executors, administrators, successors, and assigns do hereby agree to the full performance of the covenants herein contained and have caused this contract agreement to be executed in duplicate by setting hereunto their names, titles, hands, and seals this 15th day of March, 2022.

Contractor: _____
(Signature)

Name and Title (Printed) _____

Contractor's License No. _____

Agency Business License No. _____

Federal Tax Identification No. _____

Note: Contractor signature must be acknowledged before a Notary Public, and evidence of the authority of any person signing as attorney-in-fact must be attached.

AGENCY: _____
Mayor of the City of Paramount

Attested: _____
City Clerk of the City of Paramount

Date _____

Approved
as to form: _____
City Attorney of the City of Paramount

Date _____

FAITHFUL PERFORMANCE BOND
FOR

NEIGHBORHOOD STREET IMPROVEMENTS ON VARIOUS CITY STREETS
FY 2021-2022

IN THE CITY OF PARAMOUNT
PROJECT NO. 9231

KNOW ALL MEN BY THESE PRESENTS that _____ as
CONTRACTOR and _____ a corporation organized and existing under the laws of the State of _____, and duly authorized to transact
business under the laws of the State of California, as SURETY, are held and firmly bound unto the _____
City of Paramount, as AGENCY, in the penal sum of _____ Dollars (\$ _____), which is 100 percent of the total contract
amount for the above-stated project, for the payment of which sum, CONTRACTOR and SURETY agree to be bound, jointly and
severally, firmly by these presents.

THE CONDITIONS OF THIS OBLIGATION ARE SUCH that, whereas CONTRACTOR has been awarded and is about to enter
into the annexed Contract Agreement with AGENCY for the above-stated project, if CONTRACTOR faithfully performs and fulfills
all obligations under the contract documents in the manner and time specified therein, then this obligation shall be null and void,
otherwise it shall remain in full force and effect in favor of AGENCY; provided that any alterations in the obligations or time for
completion made pursuant to the terms of the Contract Documents shall not in any way release either CONTRACTOR or SURETY,
and notice of such alterations is hereby waived by SURETY.

IN WITNESS WHEREOF, two (2) identical counterparts of this instrument, each of which shall for all purposes be deemed an
original hereof, have been duly executed by Bidder and Surety, on the date set forth below, the name of each corporate party
being hereto affixed and these presents duly signed by its undersigned representative(s) pursuant to authority of its governing
body.

Dated: _____

BIDDER: Name: _____

Address: _____

By: _____

(Signature)

Type Name and Title _____

SURETY: Name: _____

Address: _____

By: _____

(Signature)

Type Name and Title: _____

**Note: This bond must be executed in duplicate and dated, all signatures must be acknowledged before a Notary Public,
and evidence of the authority of any person signing as attorney-in-fact must be attached.**

MATERIAL AND LABOR BOND
FOR

NEIGHBORHOOD STREET IMPROVEMENTS ON VARIOUS CITY STREETS
FY 2021-2022

IN THE CITY OF PARAMOUNT
PROJECT NO. 9231

KNOW ALL MEN BY THESE PRESENTS that _____, as CONTRACTOR, and _____, a corporation organized and existing under the laws of the State of _____, and duly authorized to transact business under the laws of the State of California, as SURETY, are held and firmly bound unto the City of Paramount, as AGENCY, in the penal sum of _____ Dollars (\$ _____), which is 100 percent of the total contract amount for the above-stated project, for payment of which sum, CONTRACTOR and SURETY agree to be bound, jointly and severally, firmly by these presents.

THE CONDITIONS OF THIS OBLIGATION ARE SUCH that, whereas CONTRACTOR has been awarded and is about to enter into the annexed Contract Agreement with AGENCY for the above-stated project, if CONTRACTOR or any subcontractor fails to pay for any labor or material of any kind used in the performance of the work to be done under said contract, or fails to submit amounts due under the State Unemployment Insurance Act with respect to said labor, SURETY will pay for the same in an amount not exceeding the sum set forth above, which amount shall inure to the benefit of all persons entitled to file claims under the State Code of Civil Procedures; provided that any alterations in the work to be done, materials to be furnished, or time for completion made pursuant to the terms of the contract documents shall not in any way release either CONTRACTOR or SURETY, and notice of said alterations is hereby waived by SURETY.

IN WITNESS WHEREOF, two (2) identical counterparts of this instrument, each of which shall for all purposes be deemed an original hereof, have been duly executed by Bidder and Surety, on the date set forth below, the name of each corporate party being hereto affixed and these presents duly signed by its undersigned representative(s) pursuant to authority of its governing body.

Dated: _____

BIDDER: Name: _____

Address: _____

By: _____
(Signature)

Type Name and Title _____

SURETY: Name: _____

Address: _____

By: _____
(Signature)

Note: This bond must be executed in duplicate and dated, all signatures must be acknowledged before a Notary Public, and evidence of the authority of any person signing as attorney-in-fact must be attached.

MARCH 15, 2022

REPORT

GENERAL PLAN ANNUAL PROGRESS REPORT – CALENDAR YEAR
2021



To: Honorable City Council

From: John Moreno, City Manager

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

Date: March 15, 2022

Subject: GENERAL PLAN ANNUAL PROGRESS REPORT – CALENDAR YEAR 2021

BACKGROUND

This item is the General Plan Annual Progress Report on the status of the Paramount General Plan as required by California Government Code Section 65400. The report summarizes the 2021 calendar year and anticipates the 2022 calendar year. California Government Code requires the planning agency of each jurisdiction in California to report annually to the legislative body (City Council), the Governor's Office of Planning and Research (OPR), and the California Department of Housing and Community Development (HCD) its progress in implementing the various elements of the General Plan.

Every city and county in California is required to have in place a general plan, which serves as the comprehensive blueprint for the future and establishes goals to meet a particular vision. A general plan is a long-range planning document and generally looks 20 years into the future. The State requires local general plans to consider land use, circulation, housing, noise, safety, conservation, and open space. The Paramount General Plan was first approved in 1969, and the City Council adopted a General Plan update in August 2007. The Paramount General Plan consists of the following elements: Land Use Element, Economic Development Element, Housing Element, Transportation Element, Public Facilities Element, Health and Safety Element, and Resource Management Element, and the Environmental Justice Element. The Environmental Justice Element is a new element that was adopted by the City Council on March 1, 2022, and a report on implementation will be deferred to the 2022 year review.

Attached is the Annual Progress Report that demonstrates that the City has been successful in the continued implementation of numerous goals established in the General Plan. A number of important projects and programs were carried out in 2021, and together they continue to make Paramount an attractive and desirable city in which to live and work.

SUMMARY

Provided below is a summary of the Annual Progress Report.

Land Use Element. The goals of the Land Use Element include improving the relationship between land and uses and preserving a high standard of living for residents. These goals were accomplished in 2021 through a number of efforts and programs, including the Home Improvement Program and Commercial Rehabilitation Program. Additionally, the City continued to implement a comprehensive ordinance that revised manufacturing zoning regulations. Combined, these revisions are extensive and will help improve the relationship between land use and the standard of living for residents. Finally, the City Council reviewed the North Paramount Gateway Specific Plan, which will replace the North Paramount and Howe-Orizaba specific plans following certification of an environmental impact report (EIR) in the fall of 2022.

Economic Development Element. The purpose of the Economic Development Element is to improve the physical environment of the City, attract new businesses, and retain existing quality businesses. The Development Review Board helps improve the appearance of the City by ensuring that all private development projects adhere to high-quality design guidelines and expectations. Economic Development staff members continue to perform outreach to the business community to promote opportunities for a positive business climate. Much of this work is accomplished through a strong working relationship with the Paramount Chamber of Commerce, Southeast Los Angeles County (SELACO) Workforce Development Board, and the Long Beach Small Business Development Center (SBDC). Economic Development staff is also actively in contact with developers to identify underperforming and outdated sites for reuse and redevelopment. Additionally, staff has targeted sectors of the retail economy that are underrepresented in the City and is vigorously attempting to attract these types of businesses into the community. With a temporary outdoor dining program (Paramount Al Fresco) winding down, permanent outdoor dining with a conditional use permit will be promoted. Another notable Economic Development achievement is the launch of a “shop local” program called Explore Paramount.

Housing Element. The Housing Element identifies local housing needs and establishes measures to meet those needs. The Housing Element Annual Progress Report fulfills statutory requirements to report certain housing information, including progress in certain rezoning activities, actions taken toward completion of housing element programs, and local efforts to remove governmental constraints to the development of housing. This element must also demonstrate that a city’s share of the Regional Housing Needs Assessment (RHNA) will be met through applications, entitlements, permits, and certificates of occupancy. The City’s RHNA allocation is 105 units during the 5th Cycle period ending October 2021, and the RHNA allocation for the 6th Cycle (October 2021 to October 2029) is 364 housing units. During 2021, the Planning Division reviewed and approved 74 applications for a total of 78 housing units. (One additional application submitted in late 2021 was reviewed by the Development Review

Board in 2022.) The Building and Safety Division reviewed plans and issued permits for 48 housing units.

Transportation Element. The purpose of the Transportation Element is to provide a safe and efficient circulation system for the City and to promote the safe and efficient movement of people and goods within the City. The Transportation Element describes methods to facilitate traffic improvements. In 2021, the City accomplished this goal through a number of projects, including arterial street resurfacing and annual sidewalk repair and replacement. Additionally, Vermont Avenue from Alondra Boulevard to Jackson Street received traffic calming improvements. Long Beach Transit and Metro provide in-town transit routes that connect to the region. The Elderly Nutrition Program and Dial-A-Ride bus transit services are now an on-demand taxi service through a contract with Administrative Services Cooperative/Fiesta Taxi. City bus transit services to local area colleges are provided through a transit access pass contract with Long Beach Transit. The City continues operation of the Medical Taxi program through a contract with Administrative Services Cooperative/Fiesta Taxi. Additional bicycle infrastructure was installed with bicycle racks required by the Planning Commission and Development Review Board as conditions of approval for conditional use permits and development review applications.

Public Facilities Element. The Public Facilities Element looks at the future needs for water, sewage disposal, waste management, and schools. During the last year, the goals of this element were carried out through the installation of water services and fire hydrants at various locations throughout the City, continued progress with Well 16 on Garfield Avenue, City Council direction to staff to acquire the vacant property at 16247 Vermont Avenue for public water infrastructure, and the purchase and installation of catch basin connector pipe screens.

Health and Safety Element. The Health and Safety Element establishes preparation for disasters, and provides for police and fire services. During 2021, the City continued to provide a high level of police services (through the Los Angeles County Sheriff's Department) in addition to other public safety functions – code enforcement, animal control, and emergency preparedness. An update to the Local Hazard Mitigation Plan began. Substantial resources were redirected in 2021 to combat and minimize effects of the COVID-19 pandemic. The City assumed air monitoring responsibilities following the decision by the South Coast Air Quality Management District to discontinue air sampling and testing of hexavalent chromium. The City Council adopted an update to the Health and Safety Element on March 1, 2022.

Resource Management Element. Finally, the Resource Management Element of the General Plan examines the preservation of existing parks, the provision of new open space, and recreational and community opportunities for the Paramount community. These goals were carried out in 2021 with numerous citywide programs and improvements including the following: support of the farmers market at Progress Park, the Friday Night Market program, holiday events (modified during the pandemic), and various other community events. City staff continued to participate in efforts to revitalize

the Los Angeles River, and design work continues with grants from the California Transportation Commission and the San Gabriel and Lower Los Angeles Rivers and Mountains Conservancy (RMC) on the extension of the separated bicycle path along the West Santa Ana Branch corridor.

RECOMMENDED ACTION

It is recommended that the City Council receive and file the calendar year 2021 General Plan Annual Progress Report and direct Planning Department staff to file said report with the Governor's Office of Planning and Research and the California Department of Housing and Community Development (HCD).



CITY OF PARAMOUNT

GENERAL PLAN ANNUAL PROGRESS REPORT CALENDAR YEAR 2021

Prepared by:
PLANNING DEPARTMENT
March 15, 2021

DATE OF THE ANNUAL PROGRESS REPORT

The Paramount City Council review date of the General Plan Annual Progress Report is March 15, 2021.

PURPOSE OF THE ANNUAL PROGRESS REPORT (APR)

Compliance with State law (Section 65400 of the California Government Code) requires the City of Paramount to file a report each year addressing the status of the General Plan and progress toward goals and objectives. City staff will provide the Annual Progress Report to the City Council, the Governor's Office of Planning and Research (OPR), and the California Department of Housing and Community Development (HCD). The annual report provides a means to review the General Plan and determine if changes need to be made in the plan or its implementation. This report addresses the calendar year 2021.

PURPOSE OF THE GENERAL PLAN

The General Plan serves two primary functions. The General Plan provides information and states the community's goals, objectives, policies, and implementation measures – the means of achieving the goals and objectives. The General Plan is a public document and is available for all to read and use as needed. Copies are available for review at the Paramount Library and in the Planning Department at City Hall. Additionally, a downloadable digital copy is available on the official City website at the following location:

<http://www.paramountcity.com/government/community-development-department/planning-division/general-plan>

The General Plan contains separate elements concerning land use, economic development, housing, transportation/circulation, public facilities, health and safety, and resources. (On March 1, 2022, the City Council approved a new element – environmental justice – which will be reviewed in one year.) As an informational document, the General Plan describes existing conditions, makes projections, and establishes a vision for the community's future. The General Plan provides the public with valuable details about the City and the direction that it seeks to move. In a community where change can be accentuated by rapid growth, there is a need to look ahead and determine the effect of change on the physical, social, and economic structure of the community.

As a policy document, the General Plan establishes guidelines for decisionmakers. Using these guidelines, the City Council, Planning Commission, other organizations, and City staff can take a series of steps toward achieving the larger goals of the City. The development decisions of the City are focused through implementation programs contained in the General Plan.

GENERAL PLAN IMPLEMENTATION

The General Plan carries a sizable amount of weight in the planning and development processes. Zoning and subdivisions are two of the primary implementation programs of the General Plan. State law requires, and the California courts have ruled, that a jurisdiction's general plan and zoning must be consistent with each other. Additionally, the State Subdivision Map Act requires decisionmakers to make findings of consistency with the General Plan before approving any subdivision of land. The Capital Improvements Program, specific plans, and developer fees are other means to implement the General Plan. Primary responsibility for the Paramount General Plan lies with the Planning Department. The duties of the two Planning Department divisions are noted in the next two sections.

Planning Department – Building and Safety Division

The Building and Safety Division of the Planning Department is responsible for administration and enforcement of State and local codes, ordinances, and regulations regarding the construction, alteration, maintenance, and use of privately-owned structures, appurtenances, and land. These regulations include the Building, Green Building Standards, Mechanical, Electrical, and Plumbing codes.

The Building and Safety Division provides plan check services through a consultant. A plan check engineer confirms structural safety, energy conservation, green technology, fire and life safety, accessibility, and appropriate plumbing, electrical, and mechanical systems. The Building and Safety Division issues building permits and provides information to the public, contractors, and architects on building-related issues. In 2021, building inspectors conducted 3,669 inspections, and the Building and Safety Division issued 1,137 permits.

Planning Department – Planning Division

The Planning Division of the Planning Department administers the City's current and long-range planning programs, monitors relevant Los Angeles County, State, and federal legislation, surveys current land use, and updates the City Zoning Ordinance and General Plan. This Division provides staff support to the Planning Commission, Development Review Board, and Economic Development Board.

In 2021, the Planning Division reviewed site plans and proposed developments to ensure compliance with zoning and design requirements. Additionally, the Planning Division processed 106 administrative actions, 15 conditional use permits, eight development review applications, one zone change, one General Plan amendment, three ZOTAs (zoning ordinance text amendments), one tentative tract map, and two unclassified use permits.

The Planning Division also manages the Home Improvement Program and Commercial Rehabilitation Program. The Home Improvement Program (previously known as the Residential Rehabilitation Program) provides grants from federal HOME funds to low-to-moderate income households for home improvements. Two such residential projects were completed in 2021, and four projects in the preconstruction phase carried over into 2022. The Commercial Rehabilitation Program provides grants from federal Community Development Block Grant (CDBG) funds to property owners to complete exterior building improvements and Americans with Disabilities Act (ADA) upgrades. One commercial project was finalized in 2021.

STATUS OF THE GENERAL PLAN

Each element of the General Plan was completed according to the General Plan Guidelines developed and adopted by the Governor's Office of Planning and Research.

1. Land Use Element

The goals of this element include improving the relationship between land and uses; improving the identity of the City through the creation of urban spaces and distinctive City entry points; improving the unity and identity of residential neighborhoods, and the preservation of a high quality of life. The following programs were implemented to achieve these goals during 2021:

- Zone Change requests. The City processed one zone change. The Zoning Map changed from C-3 (General Commercial) to R-1 (Single-Family Residential) for the properties at 15160 Pimenta Avenue, 8851 Paseo Street, 8857 Paseo Street, 15348 Pimenta Avenue, and 15352 Pimenta Avenue following the review and approval of the Planning Commission and City Council as required by State law.

- Home Improvement Program. This program continued with the broader goal of protecting existing residential neighborhoods and preventing blight.
- Commercial Rehabilitation Program. One façade improvement project – 15004 Paramount Boulevard – was completed.
- Zoning Ordinance Text Amendments. Staff prepared three amendments to the Zoning Ordinance (Title 17 of the Paramount Municipal Code). The amendments include amending home garden regulations to include all residential properties, updating the regulations pertaining to ADUs, and adding regulations for single-room occupancy developments.

2022 Programs:

- General Plan Amendments and Zone Change requests. The Planning Commission and City Council will process applications to amend the land use and zoning maps as required by State law to bring the current zoning map into conformity with the Land Use Element of the General Plan.
- Home Improvement Program. The protection of existing residential neighborhoods by preventing blight and improving the physical appearance of these neighborhoods will continue through this program.
- Commercial Rehabilitation Program. Exterior commercial remodel assistance will continue.
- Identification signs. The Public Works Department continues installation of City of Paramount identification signs, including upgrading the existing monument signs at the Civic Center.

2. Economic Development Element

The goals of this element include the use of design guidelines to improve the physical environment; the removal of blight; the improvement of the City's infrastructure; and the attraction of sales tax-generating businesses. The following programs were implemented to meet the goals of this Element during the 2021 period:

- Design review. Continued to utilize design review to improve the physical environment of the City.
- Business attraction and retention. Continued to attract new businesses into the community and improve retail shopping and restaurant options for residents of the City. Engaged the business community through contacts with employers and commercial real estate brokers.

- Explore Paramount. “Shop local” efforts were reinvigorated with a new program under the banner of Explore Paramount.
- Water systems. Replaced water valves and meters at various locations in the City, and continued development of a new water well on Garfield Avenue.
- Signs. The Public Works Department continued work to produce new City monument signs to further identify Paramount.

2022 Programs:

- Design review. Continue to utilize design review to improve the physical environment of the City.
- Business attraction and retention. Continue to attract new businesses into the community and improve retail shopping and restaurant options for residents of the City. Continue to engage the business community. Continue to actively work with business/retail owners to achieve City beautification efforts.
- Workforce development. Continue working with the Paramount Chamber of Commerce, Southeast Los Angeles County (SELACO) Workforce Development Board, and the Long Beach Small Business Development Center (SBDC) on workforce development.
- Water Systems. Continue to replace water valves and meters at various locations in the City as well as continued development of a new water well.
- Marketing. Continue to utilize branding, marketing, and communication efforts that promote the business community, including the promotion of Downtown Paramount as the core of the Central Business District. Further develop and market the newly established Explore Paramount platform to promote local business.

3. Transportation Element

The purpose of the Transportation Element is to provide a safe and efficient circulation system for the City and to promote the safe and efficient movement of people and goods within the City. The Transportation Element describes methods to facilitate traffic improvements. The following programs implemented the goals of this Element:

2021 Programs:

- Transit Taxes and CDBG Funds. The City continued to facilitate traffic improvements through funding from Transit Taxes and Community Development Block Grants.
- Fixed-route Transit. Long Beach Transit and Metro provide in-town transit routes that connect to the region.
- Elderly Nutrition Transit services. In 2019, the City transitioned all City bus transit services to the Elderly Nutrition Program to on-demand taxi services through a contract with Administrative Services Cooperative/Fiesta Taxi. The City continues to offer this program.
- College Transit services. City bus transit services to local area colleges are promoted through a transit access pass contract with Long Beach Transit.
- Dial-A-Ride and Medical Taxi programs. In 2019, the City transitioned all City bus services for Dial-A-Ride to on-demand taxi services through a contract with Administrative Services Cooperative/Fiesta Taxi. The City continued operation of the Medical Taxi program through a contract with Administrative Services Cooperative/Fiesta Taxi.
- Bellflower-Paramount Bike and Trail Master Plan. In 2015, the City Council adopted a bicycle master plan that allows for grant funding to complete a bicycle path along the West Santa Ana Branch corridor to connect the Los Angeles River with the San Gabriel River. The plan identifies other bicycle paths for future implementation and recommends bicycle infrastructure for private development.
- Bicycle racks. Businesses installed additional bicycle racks as requested of the Planning Commission and the Development Review Board.
- West Santa Ana Branch transit. The City, as a member of the Eco-Rapid Transit joint powers authority and through direct contact with Metro, continued advocating for superior light rail stations in the West Santa Ana Branch corridor and for protection to neighboring properties, residential tenants, and businesses along the planned route.

2022 Programs:

- Transit Taxes and CDBG Funds. The City will continue to facilitate traffic improvements through funding from transit taxes and Community Development Block Grants (CDBG).

- Paramount in Motion. Paramount in Motion is the name given to the partnership between the City, Long Beach Transit (LBT), Fiesta Taxi, and Metro Los Angeles. Routes are operated by Long Beach Transit such as routes 21A, 21B, 22, and 71 and existing Metro lines.
- Paramount University Pass (PUP). Paramount students are eligible to receive the “PUP” card which provides students with unlimited travel on Long Beach Transit and Metro bus routes to nearby college campuses.
- Elderly Nutrition Transit services. The City continued operation of transit services to the Elderly Nutrition Program through a contract with Administrative Services Cooperative/Fiesta Taxi.
- Dial-A-Ride and Medical Taxi programs. The City continued operation of the Dial-A-Ride and Medical Taxi programs through a contract with Administrative Services Cooperative/Fiesta Taxi.
- Dial-A-Lift (DAL). Dial-A-Lift offers curb-to-curb, shared-ride transit service exclusively for those who are mobility impaired, reside in the City of Paramount, are at least 18 years of age, and are unable to board or access the LBT buses. This service is only available for Paramount residents traveling through the cities of Paramount, Long Beach, Lakewood, and Signal Hill.
- Bellflower-Paramount Bike and Trail Master Plan. The City will continue implementing the Bellflower-Paramount Bike and Trail Master Plan.
- Bicycle racks. Businesses will continue installing bicycle infrastructure as conditions of approval of conditional use permits and development review applications.
- West Santa Ana Branch transit. The City, as a member of the Eco-Rapid Transit joint powers authority, will continue advocating for superior light rail stations in the West Santa Ana Branch corridor. The City is working to ensure environmental impacts are minimal.

4. Public Facilities Element

The goals of the Public Facilities Element include the examination of the needs for public facilities, which are comprised of water, sewage, waste management, schools, libraries, and health care facilities. During the 2021 period, the following programs implemented these goals:

- Schools. The City continued its strong working relationship with Paramount Unified School District (PUSD) and continued leading the Paramount Education Partnership (PEP). The City continued to support the Youth

Commission. Both the City and PUSD continued to support the Joint Use Agreement that allows City facilities to be used to support PUSD needs for recreational school space and meeting space and allows PUSD facilities to be used to support City needs for additional athletic space.

- Water. Continued water improvements will be made at various locations throughout the City, and continued efforts to complete construction of a new water well (Well 16). The City Council directed staff to purchase a vacant property for the installation of public water infrastructure. Drought tolerant landscaping was installed in additional street medians.
- Organic waste. The City adopted new regulations for mandatory organic waste disposal reduction as required by the State under Senate Bill 1383.

2022 Programs:

- Schools. The City will continue its strong working relationship with PUSD and continue leading the Paramount Education Partnership. The Youth Commission will continue meeting. The support of the Joint Use Agreement will continue.
- Water. Continued local improvements will be made at various locations throughout the City, and the development of Well 16 will continue. The specific public water infrastructure type will be determined of a vacant property to be acquired. The City is preparing for additional drought restrictions if needed. The Planning Department will continue implementing drought tolerant landscaping requirements for private development.
- Organic waste. The City will continue implementing organic waste requirements.

5. Health and Safety Element

The goals of the Health and Safety Element are to prepare for natural disasters to minimize loss of life and damage to property; ensure the functioning of vital public services in a disaster; provide fire and police services; and preserve acceptable noise levels within the community. These goals were implemented through the following programs during the 2021 period:

- Disaster preparedness. The City continued to train all employees in disaster response duties and respond in real time to the COVID-19 pandemic. Significant financial and staffing resources were redirected throughout the year to combat local health and economic impacts of the pandemic. City staff dutifully served as disaster workers.

- Public Safety. The City continued code enforcement efforts to reduce fire and other hazards at blighted/dilapidated properties. The City also continued to require all new development to comply with established fire safety standards, including sprinkler systems and smoke detectors, where appropriate. The City also coordinated with the South Coast Air Quality Management District (SCAQMD) to reduce emissions of toxic air contaminants and nuisance odors and transition the responsibility of air sampling and monitoring to the City.
- Police services. The City continued its high level of police service in the community, and continues to operate the Good Neighbor Program. Neighborhood Watch efforts continued.
- Noise component. The City continued to enforce its Noise Ordinance to ensure that sensitive receptors are not negatively affected by noise levels.
- Animal control. The City continued to provide a high level of animal control services contracted through the Southeast Area Animal Control Authority (SEAACA).

2022 Programs:

- Disaster preparedness. City staff are prepared to serve as disaster workers with COVID-19-related issues. The City will continue to train all employees in disaster response duties and will continue to complete mandated FEMA training. The City will also conduct emergency exercise on a regular basis.
- Public Safety. The City's Code Enforcement Officers will complete training to ensure they have knowledge of fire codes. The City will continue code enforcement efforts to reduce fire and other hazards at blighted and dilapidated properties. The City will also continue to require all new development to comply with established fire safety standards, including sprinkler systems and smoke detectors, where appropriate. The City will continue multipronged efforts to combat fugitive toxic air emissions and nuisance odors.
- Police services. The City will continue its high level of police service in the community, and will continue to operate the Good Neighbor Program. Neighborhood Watch efforts continue.
- Noise component. The City will continue to enforce its Noise Ordinance to ensure that sensitive receptors are not negatively affected by noise levels.
- Animal control. The City will continue to provide a high level of animal control services through the Southeast Area Animal Control Authority (SEAACA).

6. Resource Management Element

The goals of the Resource Management Element include equal distribution of open space throughout the City; effective use of the open space that is available; and provision of recreation programs to meet the needs of all residents. These goals were implemented in the 2021 period through the following programs:

- Conservation. Drought tolerant landscaping was installed in street medians.
- Parks. The City continued to improve existing park facilities, including a major remodel of Progress Plaza.
- Events. The City promoted events and activities to nurture health, wellness and quality of life. The City adjusted during the COVID-19 pandemic as needed.

2022 Programs:

- Conservation. Efforts to continue the installation of drought tolerant landscaping will occur.
- Parks. The City will continue to pursue the creation of new parks and improvement of existing parks with enhanced adult recreation programming.
- Events. Continued support to promote events and activities to nurture health, wellness, and quality of life. Events will include the weekly Farmers Market, the Friday Night Market, Military Banner Recognition Program, holiday events, banners recognizing the City's Top 25 graduating Paramount High School students, and recognition of top Paramount athletes as part of the Paramount Youth Hall of Fame.
- Cultural/Arts. The City will continue improving utility boxes with painted and wrap art, and larger-scale artistic endeavors will be introduced as funding allows. Paramount Paints will be further developed as a program and resource.

7. Housing Element

In summary, 49 housing units were permitted in 2021. Of those 49 units, 39 were permitted before the conclusion of the eight-year housing cycle in October. The other 10 units will be allocated to the 2021 to 2029 cycle.

Pursuant to Government Code section 65400, the City Council is required to prepare an Annual Housing Element Progress Report on the status and progress in implementing the Paramount Housing Element using tables and definitions adopted by the Department of Housing and Community Development (HCD). The tables relevant to Paramount in 2021 are included as "**Attachment 1**" with the exception of Table D, which is included below in the body of this report.

Additionally, the Housing Successor Annual Report (Report) regarding the Low and Moderate Income Housing Asset Fund (LMIHAF) has been prepared pursuant to California Health and Safety Code Section 34176.1(f). This Report sets forth certain details of the Paramount Housing Successor activities during the 2021 fiscal year. The purpose of this Report is to annually provide the governing body of the Housing Successor a report on the housing assets and activities of the Housing Successor under Part 1.85, Division 24 of the California Health and Safety Code, in particular Sections 34176 and 34176.1 (Dissolution Law), and are attached as “**Attachment 2**” to this report.

The goal of the Housing Element is to identify local housing needs and to implement measures to meet those needs. Another goal of the Housing Element is to implement a community’s share of the Regional Housing Needs Assessment (RHNA). In the State of California, each association of governments is required to generate housing needs numbers for their constituent jurisdictions. The Southern California Association of Governments (SCAG), which is the designated Association of Governments for most Southern California counties, identified that the City of Paramount needed to produce 105 new housing units by October 2021. As 132 housing units were permitted during the eight-year period, the City met the RHNA target.

The City is progressing toward a further update to the Clearwater East Specific Plan Area. The Clearwater East Specific Plan is the zoning document that encompasses the 68-acre area south of Rosecrans Avenue, west of Paramount Boulevard, north of Somerset Boulevard, and east of the Union Pacific Railroad. The City Council adopted the Clearwater East Specific Plan in 1987 and update it in 2019 to incorporate housing uses with the existing swap meet, retail/commercial, office, and light manufacturing uses. The California Department of Housing and Community Development (HCD) awarded a \$160,000 SB 2 Planning Grant to the City to improve the Clearwater East Specific Plan. Separate \$150,000 Sustainability Planning funding from SCAG is assisting in creating a new North Paramount Boulevard Specific Plan for the area to the north of Rosecrans Avenue and south of the 105-freeway. With City Council review in late-2021, an environmental impact report (EIR) is now underway for the North Paramount plan.

The City also continues to support thriving senior housing developments on Vermont Avenue and Adams Street. The City provided financial support for the development on Adams Street and continues to maintain an active relationship with the project owners and project managers to ensure that the management of each provides high level of service and quality of life to the residents. The City is committed to meeting the needs of any special groups that are identified in the Housing Element Update.

On March 1, 2022, the City Council adopted the 6th Cycle Housing Element for October 2021 to October 2029. HCD certification is anticipated in the upcoming months. As noted above, the RHNA for the upcoming cycle is 364 housing units, and 10 units were accounted for between October and December 2021.

The completed tables for Calendar Year 2021 are summarized below:

Table A – Housing Development Applications submitted. This table only includes data on housing units and developments for which an application was submitted (and deemed complete) between January 1 and December 31 of the reporting year. An “application” is a formal submittal of a project for approval. This table is shown in three parts in Attachment 1.

Table A2 – Annual Building Activity Report Summary – New Construction, Entitled, Permits, and Completed Units. This table requires information for very low, low, moderate and above moderate income housing affordability categories and for mixed-income projects. The table includes data on the new housing units and developments that have received any one of the following: an entitlement, a building permit, or a certificate of occupancy or other form of readiness that was issued during the reporting year. This table is shown in nine parts in Attachment 1.

Table B – Regional Housing Needs Allocation Progress – Permitted Units Issued By Affordability. Table B is a summary of prior permitting activity in the current planning cycle, including permitting activity for the calendar year being reported. Table B also includes data reported to HCD from prior Annual Progress Reports. This table is shown in Attachment 1.

Table C – Sites Identified or Rezoned to Accommodate Shortfall Housing Need. This table does not apply to Paramount in this year. Accordingly, this table is not included in this report.

Table D – Program Implementation Status pursuant to Government Code Section 65583. This table describes the implementation status of those programs that support the Paramount Housing Element. This table is as follows.

ANNUAL ELEMENT PROGRESS REPORT

Housing Element Implementation

(CCR Title 25 §6202)

Jurisdiction	Paramount		
Reporting Year	2021	(Jan. 1 - Dec. 31)	
Table D			
Program Implementation Status pursuant to GC Section 65583			
Housing Programs Progress Report Describe progress of all programs including local efforts to remove governmental constraints to the maintenance, improvement, and development of housing as identified in the housing element.			
1	2	3	4
Name of Program	Objective	Timeframe in H.E	Status of Program Implementation
Affordable Housing Bonuses & Incentives Program	Provides bonuses & other incentives to developers who construct affordable housing	2014-2021	This housing program presently exists.
Affordable Housing Program	Provides grants or subsidized interest rate loans for purchase, construction and/or rehabilitation	2014-2021	This program is ongoing and will be continued.
CalHome Program	Provides grants to local public agencies & nonprofit developers to assist individual households through deferred payment loans.	2014-2021	This program is ongoing and will be continued.
Extremely Low-Income Housing Program	Promote the development of housing units with extremely low & very low incomes.	2014-2021	This program is ongoing and will be continued.
Down Payment & Closing Cost Assistance Program	Provides 4% down payment & closing cost assistance for those without funds or those who do have funds but the ratio is too high.	2014-2021	This housing program will be revisited with a new funding source.
Emergency Shelter Rezoning Program	Provides for the creation of an overlay zone within a specific area of the City where an emergency shelter would be permitted by right.	2014-2021	This program is a program that was adopted in 2018 during the 5th Housing Element Cycle. The program has been implemented and confirmed by HCD.
Transitional Housing Program	A supportive housing used to facilitate the movement of homeless individuals & families to permanent housing.	2014-2021	The City complies with State law regarding the provision of transitional housing. The City maintains a dedicated homeless services and prevention staff member.

Supportive Housing Program	Permanent rental housing that also provides a wide array of support services that are designed to enable residents to maintain stable housing & lead more productive lives.	2014-2021	The City adopted a supportive housing program in 2018 during the 5th Housing Element Cycle that complies with the State law regarding supportive housing.
Single Room Occupancy Housing Program	To establish appropriate regulations in the Zoning Ord. that would permit SRO development in the City's R-M zones.	2014-2021	This program is a program that was included in the 4th Housing Element Cycle. The City Council adopted an SRO ordinance in 2021.
RHNA Objective/Constraints Monitoring Program	The City will continue to annually update an inventory that details the amount, type, and size of vacant & underutilized parcels to assist developers in identifying land suitable for residential development & that also details the number of extremely low, very low, and moderate-income units constructed annually.	2014-2021	The City maintains an evaluation procedure pursuant to Government Code Section 56863.
Mixed Use Development Program	The City will encourage housing development in those zone districts (C-3) where mixed use development is permitted by allowing administrative processing of lot consolidation requests, providing assistance with site identification & entitlement processing, offering fee waivers & deferrals for affordable housing projects, modifying development standards such as setbacks & parking, & provide financial support where available for mixed use affordable projects.	2014-2021	This program is a program that was included in the 4th Housing Element Cycle. The City Council created a mixed-used zone in the Central Business District, and mixed-use zoning is expected to be complete in 2022 in the North Paramount Gateway Specific Plan.
Environmental Review (CEQA) Program	The City shall continue to evaluate the environmental impacts of new development & provide mitigation measures prior to development approval, as required by the California Environmental Quality Act (CEQA).	2014-2021	The City has actively used the CEQA process as a means to evaluate the impacts of the development on the local environment, services, and infrastructure.
Fair Housing Program	The City will continue to contract with Fair Housing of Long Beach to process complaints regarding housing discrimination within the City & to provide counseling in landlord/tenant disputes.	2014-2021	This housing program presently exists. The City has supplemented the positive partnership with Fair Housing with video content targeted to the Paramount community.

Lead-Based Paint Hazards Removal Program	The City will provide additional information to staff regarding lead-based paint hazards & abatement strategies; coordinate efforts to address lead-based paint hazards; evaluate the rehabilitation guidelines to ensure that lead-based paint hazard reduction procedures & per-unit subsidies are sufficient.	2014-2021	This housing program presently exists and will continue over the entire planning period applicable to this Housing Element.
Home Improvement Program	To qualified applicants, the City will provide a grant of 80% of the total cost of the improvements, dependent on income category. Applicants within the low-income category shall provide 20% of the total cost of the work. Elderly homeowners must provide a 10% contribution.	2014-2021	This program is ongoing and will be continued.
Second Unit Ordinance	This Ordinance permits the construction of second units pursuant to the City's Zoning code as required in Section 65852.2 of the State of California Government Code.	2014-2021	This housing program presently exists.
Single-Family Mortgage Revenue Bond Program	Southern California Home Financing Authority (SCHFA) is a joint power authority between Los Angeles and Orange Counties. SCHFA issues tax-exempt mortgage revenue bonds for low and moderate-income first time homebuyers. The funds for this program are available on a first-come, first-served basis.	2014-2021	This program is ongoing and will be continued.
Zoning Conformity	The City will review the Zoning Ordinance to ensure that the development standards are consistent with those identified in the Land Use Element.	2014-2021	This housing program presently exists.

Table E – Commercial Development Bonus Approved pursuant to Government Code Section 65915.7. This table does not apply to Paramount. Rather, it applies to cities where an applicant was granted approval of a commercial development and had entered into an agreement with that city for partnered housing contribute affordable housing through a joint project or two separate project encompassing affordable housing in exchange for a commercial development bonus. Accordingly, this table is not included in this report.

Table F – Units Rehabilitated, Preserved and Acquired for Alternative Adequate Sites pursuant to Government Code Section 65583.1(c)(2). This table does not apply to Paramount in this year. This table may be used to report dwelling units that have been substantially rehabilitated, converted from non-affordable to affordable by acquisition, and preserved consistent with the standards set forth in Government Code. Accordingly, this table is not included in this report.

Table G – Locally Owned Lands Included in the Housing Element Sites inventory that have been sold, leased, or otherwise disposed of. This table does not apply to Paramount. Accordingly, this table is not included in this report.

Table H – Locally Owned Surplus Sites. This table does not apply to Paramount as there are no locally owned surplus sites to report. Accordingly, this table is not included in this report.

Attachment 1
Table A (Part 1)

Jurisdiction			ANNUAL ELEMENT PROGRESS REPORT										Note: "+" indicates an optional field					
Reporting Year			Housing Element Implementation										Cells in grey contain auto-calculation formulas					
Planning Period			(CCR Title 25 §6202)															
Project Identifier					Unit Types		Date Application Submitted	Proposed Units - Affordability by Household Incomes								Total Approved Units by Project	Total Disapproved Units by Project	Streamlining
1					2	3	4	5						6	7	8	9	
Prior APN*	Current APN	Street Address	Project Name*	Local Jurisdiction Tracking ID*	Unit Category (SFA,SFD,2 to 4.5+ ADU,MH)	Tenure R=Renter O=Owner	Date Application Submitted- (see instructions)	Very Low-Income Deed Restricted	Very Low-Income Non Deed Restricted	Low-Income Deed Restricted	Low-Income Non Deed Restricted	Moderate-Income Deed Restricted	Moderate-Income Non Deed Restricted	Above Moderate-Income	Total PROPOSED Units by Project	Total APPROVED Units by project	Total DISAPPROVED Units by Project	Was APPLICATION SUBMITTED Pursuant to GC 65913.4(b)? (SB 35 Streamlining)
Summary Row: Start Data Entry Below								0	32	0	13	0	5	29	79	79	0	
	6270-019-019	15527 Virginia Ave	AA2044		ADU	R	1/4/2021				1				1	1		No
	7101-004-013	6803 Motz St	AA2045		ADU	O	1/5/2021		1						1	1		No
	6264-006-014	8036 Alhambra Ave.	AA2047		ADU	R	1/15/2021						1		1	1		No
	6265-011-002	8052 Denbo St.	AA2048		ADU	R	1/25/2021		1						1	1		No
	6241-007-025	8407 Somerset Blvd	AA2049		ADU	R	1/29/2021							2	2	2		No
	6236-011-1015	7274 Century Blvd	AA2050		ADU	R	1/27/2021				1				1	1		No
	7903-030-044	16636 Indiana Ave	AA2051		ADU	O	2/3/2021		1						1	1		No
	6264-012-016	13413 Viemer Ave	AA2052		ADU	R	2/16/2021		1						1	1		No
	6239-006-014	15302 San Jose Ave.	AA2053		ADU	R	2/16/2021							1	1	1		No
	6242-016-014	13914 Brightwell Ave.	AA2054		ADU	O	2/17/2021		1						1	1		No
	7101-010-006	6429 72nd St	AA2056		ADU	R	2/24/2021							1	1	1		No
	6239-009-015	6820 Severn Dr	AA2057		ADU	R	1/15/2021							1	1	1		No
	6242-010-011	13832 Fairlock Ave	AA2058		ADU	O	3/10/2021		1						1	1		No
	6237-001-007	7028 San Luis St	AA2061		ADU	R	3/19/2021							1	1	1		No
	6237-008-014	7022 San Rafael St	AA2063		ADU	O	3/24/2021		1						1	1		No
	6242-030-005	13849 McClure Ave	AA2064		ADU	R	3/29/2021				1				1	1		No
	6237-012-003	6812 San Juan St	AA2067		ADU	R	4/12/2021							1	1	1		No
	6237-700-2015	7017 San Luis St	AA2069		ADU	R	3/10/2021							1	1	1		No
	6237-021-016	6619 San Mateo St	AA2070		ADU	O	4/21/2021		1						1	1		No
	6237-019-010	6648 San Marcus St	AA2071		ADU	O	4/21/2021		1						1	1		No
	7102-006-013	7208 Marcelle St	AA2072		ADU	O	4/21/2021		1						1	1		No
	6237-031-019	6542 San Marcus St	AA2074		ADU	R	4/26/2021		1						1	1		No
	6237-031-018	6538 San Marcus St	AA2075		ADU	R	5/6/2021							1	1	1		No
	6265-004-054	14004 Anderson St	AA2076		ADU	R	5/10/2021		1						1	1		No
	6265-013-014	8041 Flose St	AA2077		ADU	R	5/11/2021				1				1	1		No
	6237-008-012	7013 San Carlos St	AA2078		ADU	O	5/13/2021		1						1	1		No
	6237-008-016	7023 San Carlos St	AA2079		ADU	O	5/13/2021		1						1	1		No
	6237-005-017	7019 San Vincente St	AA2082		ADU	R	5/20/2021		1						1	1		No
	6264-003-005	8131 Alhambra Ave	AA2083		ADU	R	5/13/2021							1	1	1		No
	6237-012-004	6818 San Juan St	AA2085		ADU	R	5/26/2021				1				1	1		No
	6268-035-011	8757 Chester St	AA2086		ADU	R	6/8/2021				1				1	1		No

Attachment 1
Table A (Part 2)

Jurisdiction		Paramount		ANNUAL ELEMENT PROGRESS REPORT					Note: "+" indicates an optional field									
Reporting Year		2021		(Jan. 1 - Dec. 31)		Housing Element Implementation					Cells in grey contain auto-calculation formulas							
Planning Period		5th Cycle		10/15/2013 - 10/15/2021		(CCR Title 25 §6202)												
Project Identifier					Unit Types		Date Application Submitted	Proposed Units - Affordability by Household Incomes								Total Approved Units by Project	Total Disapproved Units by Project	Streamlining
1					2	3	4	5							6	7	8	9
Prior APN*	Current APN	Street Address	Project Name*	Local Jurisdiction Tracking ID*	Unit Category (SFA,SFD,2 to 4,5+,ADU,MH)	R=Renter O=Owner	Date Application Submitted. (see instructions)	Very Low-Income Deed Restricted	Very Low-Income Non Deed Restricted	Low-Income Deed Restricted	Low-Income Non Deed Restricted	Moderate-Income Deed Restricted	Moderate-Income Non Deed Restricted	Above Moderate-Income	Total PROPOSED Units by Project	Total APPROVED Units by project	Total DISAPPROVE D Units by Project	Was APPLICATION SUBMITTED. Pursuant to GC 65913.4(b)? (SB 35 Streamlining)
Summary Row: Start Data Entry Below								0	32	0	13	0	5	29	79	79	0	
	6242-014-019	13933 Racine Ave	AA2089		ADU	R	6/11/2021		1						1	1		No
	6242-028-029	7831 Rose St	AA2092		ADU	O	7/6/2021		1						1	1		No
	6268-026-030	15310 Hagler Ave	AA2093		ADU	R	7/6/2021							1	1	1		No
	7101-008-002	6606 Marcelle St	AA2094		ADU	R	7/7/2021							1	1	1		No
	7101-002-008	6513 Motz St	AA2095		ADU	R	7/7/2021							2	2	2		No
	6237-019-002	6606 San Marcus St	AA2096		ADU	R	6/17/2021			1					1	1		No
	6241-030-004	7118 San Marcus St	AA2098		ADU	R	7/16/2021	1							1	1		No
	7101-005-002	6732 Motz Ave	AA2101		ADU	R	6/27/2021							1	1	1		No
	7101-007-030	6727 72nd St	AA2102		ADU	R	7/29/2021							1	1	1		No
	6270-021-001	15702 Virginia Ave	AA2103		ADU	O	8/5/2021		1						1	1		No
	7103-018-027	8402 Jackson St	AA2104		ADU	R	7/12/2021			1					1	1		No
	6265-020-042	13903 Downey Ave	AA2106		ADU	O	8/16/2021		1						1	1		No
	6265-022-060	13921 Downey Ave	AA2108		ADU	O	8/26/2021		1						1	1		No
	7101-005-005	6808 Motz St	AA2112		ADU	R	9/7/2021							1	1	1		No
	7101-003-011	6720 Caro St	AA2113		ADU	R	9/7/2021							1	1	1		No
	7103-022-020	16443 Georgia Ave	AA2115		ADU	R	9/14/2021		1						1	1		No
	6265-020-031	8327 Quimbj St	AA2116		ADU	O	9/20/2021		1						1	1		No
	6237-016-002	6806 San Marcus St	AA2117		ADU	O	9/22/2021	1							1	1		No
	6241-007-053	14928 Indiana Ave	AA2118		ADU	R	9/23/2021							1	1	1		No
	7101-005-009	6830 Motz St	AA2119		ADU	O	10/4/2021							1	1	1		No
	6239-006-001	6609 Myrth St	AA2120		ADU	R	10/5/2021		1						1	1		No
	6237-032-006	6526 San Luis St	AA2121		ADU	O	10/7/2021							1	1	1		No
	7101-012-008	6424 Alondra Ave	AA2122		ADU	R	10/9/2021							2	2	2		No
	7101-010-011	6509 72nd St	AA2123		ADU	R	10/9/2021							2	2	2		No
	6237-021-011	6650 San Vincente Ave	AA2129		ADU	R	10/15/2021	1							1	1		No
	7101-007-022	6819 72nd St	AA2131		ADU	R	10/25/2021			1					1	1		No
	6237-021-018	6629 San Mateo St	AA2132		ADU	R	10/25/2021						1		1	1		No
	6266-016-039	13331 Grant Ave	AA2133		ADU	O	10/27/2021		1						1	1		No
	6270-006-025	8219 Adams St	AA2134		ADU	R	10/27/2021		1						1	1		No
	6237-009-010	6825 San Rafael St	AA2136		ADU	R	11/1/2021		1						1	1		No
	6265-006-009	13640 Viemer Ave	AA2137		ADU	O	11/2/2021							1	1	1		No

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Table A (Part 3)

Jurisdiction		Paramount		ANNUAL ELEMENT PROGRESS REPORT					Note: "+" indicates an optional field									
Reporting Year		2021		(Jan. 1 - Dec. 31)		Housing Element Implementation					Cells in grey contain auto-calculation formulas							
Planning Period		5th Cycle		10/15/2013 - 10/15/2021		(CCR Title 25 §6202)												
Project Identifier						Unit Types		Date Application Submitted	Proposed Units - Affordability by Household Incomes							Total Approved Units by Project	Total Disapproved Units by Project	Streamlining
1						2	3	4	5					6	7	8	9	
Prior APN*	Current APN	Street Address	Project Name*	Local Jurisdiction Tracking ID*	Unit Category (SFA,SFD,2 to 4,5+,ADU,MH)	Tenure R=Renter O=Owner	Date Application Submitted- (see instructions)	Very Low-Income Deed Restricted	Very Low-Income Non Deed Restricted	Low-Income Deed Restricted	Low-Income Non Deed Restricted	Moderate-Income Deed Restricted	Moderate-Income Non Deed Restricted	Above Moderate-Income	Total PROPOSED Units by Project	Total APPROVED Units by project	Total DISAPPROVE D Units by Project	Was APPLICATION SUBMITTED Pursuant to GC 65913.4(b)? (SB 35 Streamlining)
Summary Row: Start Data Entry Below								0	32	0	13	0	5	29	79	79	0	
	7101-004-013	6803 Motz St	AA2138		ADU	R	11/15/2021				1				1	1		No
	7101-004-018	6823 Motz St	AA2140		ADU	R	11/19/2021				1				1	1		No
	6268-022-018	15348 Pimenta Ave	AA2141		ADU	R	12/12/2021		1						1	1		No
	6270-030-003	15546 Virginia Ave	AA2143		ADU	R	12/18/2021							1	1	1		No
	7101-007-005	6810 Marcelle St	AA2144		ADU	R	12/18/2021				1				1	1		No
	6236-026-011	7370 Lionel St	AA2145		ADU	O	12/13/2021		1						1	1		No
	6242-009-001	13838 Florine Ave	AA2146		ADU	R	12/14/2021							1	1	1		No
	6268-030-021	15157 Oliva Ave	AA2148		ADU	R	12/29/2021						1		1	1		No
	6264-006-014	8036 Alhambra Ave	AA2149		ADU	R	12/30/2021							1	1	1		No
	7103-004-006	15942 Orizaba	AA2046		ADU	R	3/12/2021				1				1	1		No
	6239-004-020	15137 San Jose	DRA No. 22-002		SFD	O	12/31/2021							1	1	1		No

Attachment 1

Table A2 (Part 1)

Jurisdiction		Paramount																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																															
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Table A2 (Part 4)

Jurisdiction		Paramount							ANNUAL ELEMENT PROGRESS REPORT							
Reporting Year		2021		(Jan. 1 - Dec. 31)					Housing Element Implementation							
Period		5th Cycle		10/15/2013 - 10/15/2021					(CCR Title 25 §6202)							
									Table A2							
Annual Building Activity Report Summary - New Construction, Entitled, Permits and Completed Units																
Affordability by Household Incomes - Building Permits																
7							8	9								
Very Low- Income Deed Restricted	Very Low- Income Non Deed Restricted	Low- Income Deed Restricted	Low- Income Non Deed Restricted	Moderate- Income Deed Restricted	Moderate- Income Non Deed Restricted	Above Moderate- Income	Building Permits Date Issued	# of Units Issued Building Permits								
0	12	0	9	0	9	18		48								
								0								
								0								
								0								
								0								
								0								
								0								
								0								
								0								
								0								
			1				12/9/2021	1								
	1						11/10/2021	1								
			1				11/19/2021	1								
						1	10/14/2021	1								
							9/16/2021	1								
	1						11/23/2021	1								
			1				7/19/2021	1								
	1						10/7/2021	1								
	1						1/9/2021	1								

Attachment 1

Table A2 (Part 5)

Jurisdiction		Paramount								ANNUAL ELEMENT PROGRESS REPORT							
Reporting Year		2021		(Jan. 1 - Dec. 31)						Housing Element Implementation							
Period		5th Cycle		10/15/2013 - 10/15/2021							(CCR Title 25 §6202)						
										Table A2							
Annual Building Activity Report Summary - New Construction, Entitled, Permits and Completed Units																	
Affordability by Household Incomes - Building Permits																	
7							8	9									
Very Low-Income Deed Restricted	Very Low-Income Non Deed Restricted	Low-Income Deed Restricted	Low-Income Non Deed Restricted	Moderate-Income Deed Restricted	Moderate-Income Non Deed Restricted	Above Moderate-Income	Building Permits Date Issued	# of Units Issued Building Permits									
0	12	0	9	0	9	10		48									
			1			2	5/19/2021	1									
							7/16/2021	2									
					1		4/12/2021	1									
	1						12/29/2021	1									
	1						1/23/2021	1									
	1						12/9/2021	1									
			1			1	1/4/2021	1									
							10/8/2021	1									
	1						1/3/2021	1									
						1	9/14/2021	1									
						1	8/4/2021	1									
					1		8/1/2021	1									
	1						8/23/2021	1									
	1						5/14/2021	1									
			1				4/2/2021	1									
			1				10/7/2021	1									
	1						3/23/2021	1									
					2		4/9/2021	2									
			1				3/3/2021	1									

Attachment 1

Table A2 (Part 6)

Jurisdiction		Paramount							ANNUAL ELEMENT PROGRESS REPORT							
Reporting Year		2021		(Jan. 1 - Dec. 31)					Housing Element Implementation							
Period		5th Cycle		10/15/2013 - 10/15/2021					(CCR Title 25 §6202)							
									Table A2							
Annual Building Activity Report Summary - New Construction, Entitled, Permits and Completed Units																
Affordability by Household Incomes - Building Permits																
7							8	9								
Very Low- Income Deed Restricted	Very Low- Income Non Deed Restricted	Low- Income Deed Restricted	Low- Income Non Deed Restricted	Moderate- Income Deed Restricted	Moderate- Income Non Deed Restricted	Above Moderate- Income	Building Permits Date Issued	# of Units Issued Building Permits								
0	12	0	9	0	9	10		48								
			1				1/26/2021	1								
					1		6/21/2021	1								
					1		1/23/2021	1								
						5	5/6/2021	5								
						5	5/6/2021	5								
					1		2/10/2021	1								
	1						1/7/2021	1								
						2	2/9/2021	2								
					1		4/7/2021	1								

Attachment 1
Table A2 (Part 7)

Jurisdiction		Paramount						ANNUAL ELEMENT PROGRESS REPORT					
Reporting Year		2021		(Jan. 1 - Dec. 31)				Housing Element Implementation					
Period		5th Cycle		10/15/2013 - 10/15/2021				(CCR Title 25 §6202)					
								Table A2					
Annual Building Activity Report Summary - New Construction, Entitled, Permits and Completed Units													
Affordability by Household Incomes - Certificates of Occupancy													
10							11	12					
Very Low-Income Deed Restricted	Very Low-Income Non Deed Restricted	Low-Income Deed Restricted	Low-Income Non Deed Restricted	Moderate-Income Deed Restricted	Moderate-Income Non Deed Restricted	Above Moderate-Income	Certificates of Occupancy or other forms of readiness (see instructions) Date Issued	# of Units issued Certificates of Occupancy or other forms of readiness					
0	0	0	5	0	3	0		8					
			1				5/11/2021	1					
			1				8/18/2021	1					
					1		2/3/2021	1					
			1				3/9/2021	1					
					1		8/24/2021	1					
			1				7/14/2021	1					
					1		7/28/2021	1					
			1				6/3/2021	1					
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Attachment 1
Table A2 (Part 8)

Jurisdiction		Paramount							ANNUAL ELEMENT PROGRESS REPORT					
Reporting Year		2021		(Jan. 1 - Dec. 31)					Housing Element Implementation					
Period		5th Cycle		10/15/2013 - 10/15/2021					(CCR Title 25 §6202)					
									Table A2					
Annual Building Activity Report Summary - New Construction, Entitled, Permits and Completed Units														
Affordability by Household Incomes - Certificates of Occupancy														
10							11	12						
Very Low-Income Deed Restricted	Very Low-Income Non Deed Restricted	Low-Income Deed Restricted	Low-Income Non Deed Restricted	Moderate-Income Deed Restricted	Moderate-Income Non Deed Restricted	Above Moderate-Income	Certificates of Occupancy or other forms of readiness (see instructions) <u>Date Issued</u>	# of Units issued Certificates of Occupancy or other forms of readiness						
0	0	0	5	0	3	0		8						
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Attachment 1
Table A2 (Part 9)

[illegible]

Table B

ANNUAL ELEMENT PROGRESS REPORT		
Housing Element Implementation		
(CCR Title 25 §6202)		

Please contact HCD if your data is different than the material supplied here

Table B

		1	2									3	4
Income Level		RHNA Allocation by Income Level	2013	2014	2015	2016	2017	2018	2019	2020	2021	Total Units to Date (all years)	Total Remaining RHNA by Income Level
Very Low	Deed Restricted	26	-	-	-	-	-	-	-	-	-	7	19
	Non-Deed Restricted		-	-	-	-	-	-	-	2	5		
Low	Deed Restricted	16	-	-	-	-	-	-	-	-	-	11	5
	Non-Deed Restricted		-	-	-	-	-	-	-	3	8		
Moderate	Deed Restricted	17	-	-	-	-	-	-	-	-	-	16	1
	Non-Deed Restricted		-	-	-	-	-	-	-	7	9		
Above Moderate		46	-	5	4	1	1	43	26	1	17	98	-
Total RHNA		105											
Total Units			-	5	4	1	1	43	26	13	39	132	25

Please note: For the last year of the 5th cycle, Table B will only include units that were permitted during the portion of the year that was in the 5th cycle. For the first year of the 6th cycle, Table B will include units that were permitted since the start of the planning period.

Please note: The APR form can only display data for one planning period. To view progress for a different planning period, you may login to HCD's online APR system, or contact HCD staff at apr@hcd.ca.gov.

ATTACHMENT 2

**ANNUAL REPORT
REGARDING THE
LOW AND MODERATE INCOME HOUSING ASSET FUND
FOR FISCAL YEAR 2020-2021 PURSUANT TO
CALIFORNIA HEALTH AND SAFETY CODE SECTION 34176.1(f) FOR THE
PARAMOUNT HOUSING SUCCESSOR**

This Housing Successor Annual Report (Report) regarding the Low and Moderate Income Housing Asset Fund (LMIHAF) has been prepared pursuant to California Health and Safety Code Section 34176.1(f). This Report sets forth certain details of the Paramount Housing Successor (Housing Successor) activities during fiscal year 2019-2020 (fiscal year). The purpose of this Report is to provide the governing body of the Housing Successor an annual report on the housing assets and activities of the Housing Successor under Part 1.85, Division 24 of the California Health and Safety Code, in particular sections 34176 and 34176.1 (Dissolution Law).

This Report conforms with and is organized into sections I. through XI., inclusive, pursuant to Section 34176.1(f) of the Dissolution Law:

I. Amount Deposited into LMIHAF: This section provides the total amount of funds deposited into the LMIHAF during the fiscal year. Any amounts deposited for items listed on the Recognized Obligation Payment Schedule (ROPS) must be distinguished from the other amounts deposited.

A total of \$0 representing residential rehabilitation loan payments, was deposited into the LMIHAF during the fiscal year. Of the total funds deposited, \$0.00 was held for items listed on the ROPS.

II. Ending Balance of LMIHAF: This section provides a statement of the balance in the LMIHAF as of the close of the fiscal year. Any amounts deposited for items listed on the ROPS must be distinguished from the other amounts deposited.

The fund balance of the LMIHAF, as of June 30, 2021 was \$1,271,773. The portion of the fund balance held for items listed on the ROPS was \$0.00.

ATTACHMENT 2

III. Description of Expenditures from LMIHAF: This section provides a description of the expenditures made from the LMIHAF during the Fiscal Year. The expenditures are to be categorized.

There were no expenditures from the LMIHAF during the fiscal year.

IV. Statutory Value of Assets Owned by Housing Successor: This section provides the statutory value of real property owned by the Housing Successor, the value of loans and grants receivables, and the sum of these two amounts.

Under the Dissolution Law and for purposes of this Report, the “statutory value of real property” means the value of properties formerly held by the former redevelopment agency as listed on the housing asset transfer schedule approved by the Department of Finance as listed in such schedule under Section 34176(a)(2), the value of the properties transferred to the Housing Successor pursuant to Section 34181(f), and the purchase price of property purchased by the Housing Successor. Further, the value of loans and grants receivable is included in the reported assets held in the LMIHAF.

The following provides the value of assets owned by the Housing Successor:

<i>Statutory Value of Real Property</i>	<i>\$ 412,498</i>
<i>Value of Loans and Grants Receivable</i>	<i>\$ 467,293</i>

V. Description of Transfers: This section describes transfers, if any, to another housing successor agency made in previous fiscal year(s), including whether the funds are unencumbered and the status of projects, if any, for which the transferred LMIHAF will be used. The sole purpose of the transfers must be for the development of transit priority projects, permanent supportive housing, housing for agricultural employees or special needs housing.

No transfer was made to any other Housing Successor pursuant to paragraph (2) of subdivision (c).

VI. Project Descriptions: This section describes any project for which the Housing Successor receives or holds property tax revenue pursuant to the ROPS and the status of that project.

No property tax was received or held.

ATTACHMENT 2

VII. Status of Compliance with Section 33334.16: This section provides a status update on compliance with Section 33334.16 for interests in real property acquired by the former redevelopment agency prior to February 1, 2012.

With respect to interests in real property acquired by the former redevelopment agency prior to February 1, 2012, the time periods described in Section 33334.16 shall be deemed to have commenced on the date that the Department of Finance approved the property as a housing asset in the LMIHAF; thus, as to real property acquired by the former redevelopment agency now held by the Housing Successor in the LMIHAF, the Housing Successor must initiate activities consistent with the development of the real property for the purpose for which it was acquired within five years of the date the DOF approved such property as a housing asset.

No real property was transferred to the LMIHAF from the former redevelopment agency and no real property has been purchased by the Housing Successor

VIII. Description of Outstanding Obligations under Section 33413: This section describes the outstanding inclusionary and replacement housing obligations, if any, under Section 33413 that remained outstanding prior to dissolution of the former redevelopment agency as of February 1, 2012 along with the Housing Successor's progress in meeting those prior obligations, if any, of the former redevelopment agency and how the Housing Successor's plans to meet unmet obligations, if any.

There is nothing to report at this time.

IX. Income Test: This section provides the information required by Section 34176.1(a)(3)(B), or a description of expenditures by income restriction for a five year period, with the period beginning January 1, 2014 and whether the statutory thresholds have been met. However, reporting of the Income Test is not required until 2019.

There is nothing to report at this time.

X. Senior Housing Test: This section provides the percentage units of deed-restricted rental housing restricted to seniors and assisted individually or jointly by the Housing Successor, its former Redevelopment Agency, and its host jurisdiction within the previous ten years in relation to the aggregate number of units of deed-restricted rental housing assisted individually or jointly by the Housing Successor, its former Redevelopment Agency and its host jurisdiction within the same time period. For this Report the ten-year period reviewed is July 1, 2009 through July 1, 2019.

ATTACHMENT 2

The following provides the Housing Successor's Senior Housing Test- Reporting requirements for Implementation Plans pursuant to CRL Section 33490 (a)(2)(C)(iv):

There is nothing to report at this time.

XI. Excess Surplus Test: This section provides the amount of excess surplus (unencumbered funds) in the LMIHAF, exceeding one million or the aggregate amount deposited in the fund over the preceding four fiscal years if any, and the length of time that the Housing Successor has had excess surplus, and the Housing Successor's plan for eliminating the excess surplus.

Excess Surplus Calculation:

<i>Fund Balance</i>	<i>\$ 1,271,773</i>
<i>Reserved for Notes Receivable</i>	<i>\$ (467,293)</i>
<i>Unencumbered Fund Balance</i>	<i>\$ 804,480</i>

The LMIHAF's unencumbered fund balance is less than \$1,000,000; therefore no excess surplus exists.

MARCH 15, 2022

APPOINTMENT OF PLANNING COMMISSIONER

MOTION IN ORDER:

MAYOR: MAKE AN APPOINTMENT TO PLANNING COMMISSION, WITH THE APPROVAL OF THE CITY COUNCIL, TO FILL THE VACANT POSITION FOR A TERM EXPIRING APRIL 2023.

MOTION:

MOVED BY: _____

SECONDED BY: _____

[] APPROVED

[] DENIED

ROLL CALL VOTE:

AYES: _____

NOES: _____

ABSENT: _____

ABSTAIN: _____



To: Honorable City Council
From: John Moreno, City Manager
By: Heidi Luce, City Clerk
Date: March 15, 2022

Subject: APPOINTMENT OF PLANNING COMMISSIONER

The Planning Commission is composed of five members that serve staggered, four-year terms, and there is currently one vacancy due to the resignation of one commissioner. Appointments to the Planning Commission are made by the Mayor, with the approval of the City Council.

A "Special Vacancy Notice" was posted on February 23, 2022, pursuant to Government Code Section 54974. The vacant position on the Planning Commission is for a term expiring April 2023, and it would be appropriate to make an appointment to fill the vacancy.

For reference, attached to this report are the following items: 1) Special Vacancy Notice, 2) Local Appointments List, and 3) Paramount Municipal Code Section 2.12.010 pertaining to appointment to the Planning Commission.

RECOMMENDED ACTION

It is recommended that the Mayor, with the approval of the City Council, make an appointment to the Planning Commission to fill the vacant position for a term expiring in April 2023.

SPECIAL VACANCY NOTICE



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

NOTICE IS HEREBY GIVEN, pursuant to Government Code Section 54974, that an unscheduled vacancy exists in the following City Commissions/Committees/Boards. Appointments to fill unscheduled vacancies shall be made no sooner than 10 days after posting of this notice.

Commission/ Committee/Board	No. of Vacant Positions	Date of Vacancy	Current Term Expires
Planning Commission	1	02-17-2022	04-2023

I, Heidi Luce City Clerk of the City of Paramount, California, hereby certify that I caused the foregoing notice to be posted on the bulletin boards at Paramount City Hall, Paramount Library, Paramount Park Community Center and Paramount Sheriff's Station and the City website this 23rd day of February 2022.

/s/ Heidi Luce

Heidi Luce, City Clerk

City of Paramount

2021 LOCAL APPOINTMENTS LIST (Updated 02-23-2022)



In compliance with the requirements of Government Code Section 54972 (Maddy Act), the following is a list of all appointive offices, terms, and qualifications for City of Paramount commissions. Commissioners are appointed by the Mayor, with the approval of the City Council, and serve at the will and pleasure of the City Council.

Qualifications: Resident of the City of Paramount and not an employee or related to a member of the City Council or their spouse as set forth in the Paramount Municipal Code Section 2.16.020. Planning Commissioners must be qualified electors of the City of Paramount and not hold any paid office or employment in the city government. Senior Services Commissioners minimum age for eligibility for appointment is 55 years of age.

Commission	Appt. Date	Term Exp.
PLANNING COMMISSION Term of Office: 4 years		
Jaime Abrego (BO).....	07/2018	04/2025
Elizabeth Bautista (LG).....	09/2021	04/2025
Ernie Esparza (PL)	03/2003	04/2023
Gordon Weisenburger (VCS)	04/2020	04/2023
Vacant (IA).....	04/2020	04/2023
PUBLIC WORKS COMMISSION Term of Office: 2 years		
Alvin Parks (IA)	04/2020	04/2023
Gerardo Ruiz (VCS)	04/2021	04/2023
Linda Timmons (LG)	04/2021	04/2023
Rosemary Vasquez (PL).....	03/2007	04/2023
Tony Warfield (BO)	04/2020	04/2023
PARKS & RECREATION COMMISSION Term of Office: 1 year		
Alicia Anderson (IA)	04/2020	04/2022
Ardavan Davari (LG)	04/2020	04/2022
Charlene Landry (PL).....	06/2019	04/2022
Alejandro Maldonado (VCS)	04/2020	04/2022
Steve Yanez (BO).....	01/2022	04/2022
PUBLIC SAFETY COMMISSION Term of Office: 1 year		
Marcelina "Marcie" Bridges (PL)	07/2019	04/2022
Robert Cruz (LG)	10/2021	04/2022
Annette C. Delgadillo (VCS)	04/2020	04/2022
Rosemary Mendez (BO).....	04/2020	04/2022
Dora Sanchez (IA).....	04/2020	04/2022
SENIOR SERVICES COMMISSION Term of Office: 1 year		
Virginia Chavez (LG).....	04/2017	04/2022
Elsa Padilla (BO).....	04/2020	04/2022
Magdalena Ortega (VCS)	12/2021	04/2022
Claudia Quinones (PL)	02/2015	04/2022
Patricia Winiecki (IA)	04/2020	04/2022

I, Heidi Luce, City Clerk of the City of Paramount, California, hereby certify that I caused this notice to be posted on the City of Paramount's website and designated public posting places this 23rd day of February 2022.

/s/ Heidi Luce, City Clerk

[] CF 10.14 [] CF 27.LOC

H:\CITYMANAGER\REORG\MADDYACT-APPTLISTS\MADDYPOS2021-02-22-2022.DOCX;3/1/2022 10:24 AM

Paramount Municipal Code

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[Title 2 ADMINISTRATION AND PERSONNEL](#)
[Chapter 2.12 COMMISSIONS](#)

2.12.010 Planning Commission.

- A. Created. The City Council hereby creates a Planning Commission to be known as the City Planning Commission.
- B. Composition—Qualifications—Appointment and Term of Office of Members—Filling Vacancy in Office. The Planning Commission of the City shall consist of five members, who shall be qualified electors of the City, none of whom shall hold any paid office or employment in the City government. The five members of the City Planning Commission heretofore appointed to office shall continue to hold such office for the term heretofore created, subject to the terms and provisions of this section. Successors to such offices of the City Planning Commission shall serve for a term of four years and until their successors are appointed and qualified. If vacancies occur, otherwise than by expiration of term, they shall be filled by appointment for the unexpired portion of the term by the City Council. Members shall be appointed by the Mayor with the approval of the City Council.
- C. Removal of Members—Attendance at Meetings—Compensation of Members. Any member of the Planning Commission shall be subject to removal by motion of the City Council adopted by at least three affirmative votes. The office of any member of the Planning Commission shall be vacated if the member absents him or herself from three regular meetings of the Commission, unless by permission of the Commission, or if he or she is convicted of a crime involving moral turpitude or ceases to be an elector of the City. The members of the Planning Commission shall receive compensation on a monthly basis at a rate to be determined from time to time and set forth by resolution of the City Council.
- D. Powers and Duties Generally. It shall be the duty of the members of the Planning Commission to inform themselves on matters affecting the function, duties and matters before the Commission. The Planning Commission shall have all powers and duties given to them by general State statutes and this Code, and in its deliberations, conduct and acts, be governed by the statutes of the State and this Code in reference thereto. In addition to the aforementioned duties, the members of the Planning Commission shall also serve as the Development Review Board pursuant to Chapter [17.60](#) of the Paramount Municipal Code and, when necessary, shall also sit as the Economic Development Board to receive information regarding economic development activities in the City.
- E. Officers—Meetings—Rules and Regulations—Records. The Planning Commission shall elect its chairperson from among its appointed members for a term of one year, and shall likewise elect one of its members to serve as presiding officer pro tempore (vice-chairperson) at the pleasure of the Commission. The Planning Commission shall hold at least one meeting in each month in the City Council chambers which shall be open to the public, and may adjourn or readjourn any regular meeting to a date and hour certain which shall be specified in the order of adjournment. When so adjourned, such adjourned meeting shall be a regular meeting for all purposes. If at any time any regular meeting falls on a holiday, such regular meeting shall be held in the next business day. The Planning Commission shall adopt rules and regulations for transaction of business and shall keep a record of its resolutions, transactions, findings and determinations, which records shall be a public record.
- F. Applicability of State Law. The City Planning Commission and the City Council shall be governed in all their actions, where not specifically covered by this section, by Sections 65000 to 65711 of the [Government Code](#) of the State. (Prior code §§ 2-48—2-53)

View the [mobile version](#).