



PUBLIC PARTICIPATION NOTICE

Public Participation Accessibility for the Paramount City Council meeting scheduled for **May 17, 2022**.

In-person Attendance:

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

View the City Council meeting live stream:

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

Public Comments:

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

- **In-Person**

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

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

E-mail public comments must be received by **4:45 p.m. on Tuesday, May 17, 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.

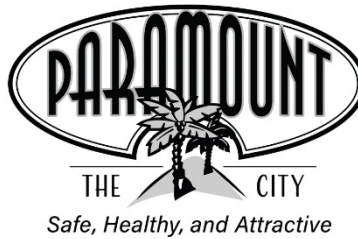
- **Teleconference: (562) 220-2225**

Participants wishing to address the City Council by teleconference should call City Hall at **(562) 220-2225** by **4:45 p.m. on Tuesday, May 17, 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
May 17, 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 Vilma Cuellar Stallings

ROLL CALL OF
COUNCILMEMBERS:

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

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.

1. [APPROVAL OF MINUTES](#) April 5, April 11, and April 19, 2022
2. [APPROVAL](#) Applications for Fireworks Permits 2022

NEW BUSINESS

3. [AUTHORIZATION TO PURCHASE](#) City Entry Monument Signs and Civic Center Monument Sign (City Project No. 9134 and 9234)
4. [RECEIVE AND FILE](#) Driveway Expansion Pilot Program
5. [APPROVAL](#) Agreement with Studio One-Eleven to Provide Professional Design Services for Progress Plaza Exterior Renovation and Al Fresco Dining Projects
6. [ORAL REPORT](#) Summer and Friday Night Paramount Concert Lineup and Night Under the Hay Tree Cultural Performance Events

ENVIRONMENTAL SUSTAINABILITY NEW BUSINESS

7. [ORAL REPORT](#) Update on Air Monitoring Program
8. [APPROVAL](#) Professional Services Agreement, Scope of Work and Billing Rates for Monitoring of Mitigation Measures for the Subsequent Environmental Impact Report (SEIR) for the AltAir Paramount, LLC/World Energy Refinery Conversion Project

COMMENTS/COMMITTEE REPORTS

- Councilmembers
- Staff

ADJOURNMENT

To an adjourned meeting on June 8, 2022 beginning at 6:00 p.m.

MAY 17, 2022

APPROVAL OF MINUTES

PARAMOUNT CITY COUNCIL

MOTION IN ORDER:

APPROVE THE PARAMOUNT CITY COUNCIL MINUTES OF APRIL 5,
APRIL 11, AND APRIL 19, 2022

MOTION:

MOVED BY: _____

SECONDED BY: _____

[] APPROVED

[] DENIED

ROLL CALL VOTE:

AYES: _____

NOES: _____

ABSENT: _____

ABSTAIN: _____

**PARAMOUNT CITY COUNCIL
MINUTES OF REGULAR MEETING
APRIL 5, 2022**

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

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

PLEDGE OF ALLEGIANCE: Veronica Martinez, Vice President Paramount High School Interact Club led the pledge of allegiance.

INVOCATION: Pastor Larry Jameson, Lifegate Church delivered the invocation.

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

Absent: Councilmember Laurie Guillen

It was moved by Vice Mayor Cuellar Stallings to excuse Councilmember Guillen's absence. There being no second, the motion failed.

STAFF PRESENT: John Moreno, City Manager
John Cavanaugh, City Attorney
Andrew Vialpando, Assistant City Manager
John Carver, Planning Director
Adriana Figueroa, Public Works Director
David Johnson Community Services Director
Margarita Matson, Interim Public Safety Director
Kim Sao, Finance Director
Clyde Alexander, Assistant Finance Director
Rebecca Bojorquez, Management Analyst
Chris Callard, Public Information Officer
Steve Coumparoules, Management Analyst
Jaime De Guzman, Senior Accountant
Danny Elizarraras, Management Analyst
Yesenia Guillen, Asst. Community Services Director
Sarah Ho, Assistant Public Works Director
John King, Assistant Planning Director
Nikki Lopez, HR Manager,
Heidi Luce, City Clerk

Anthony Martinez, Senior Management Analyst
Daniel Martinez, Information Technology Analyst
Ivan Reyes, Associate Planner
Johnnie Rightmer, Building and Safety Manager
Elida Zaragoza, Information Technology Specialist

PRESENTATIONS

1. **PRESNTATION**
 Recognition of Outgoing
 Mayor Brenda Olmos
 CF 39.7, 11.5
- Outgoing Mayor Olmos was honored for her leadership.
- Mayor Olmos expressed appreciation to her family, colleagues, mentors, and coworkers; as well as the sheriff and fire departments, faith-based community and staff for their support during the past year. She also acknowledged the dignitaries that were present

MINUTES

2. **APPROVAL OF**
 MINUTES
 March 1 and March 15,
 2022
- It was moved by Councilmember Lemons and seconded by Vice Mayor Cuellar Stallings to approve the minutes of March 1 and March 15, 2022. The motion was passed by the following roll call vote:

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

NOES: None

ABSENT: Guillen

ABSTAIN: None

REORGANIZATION

3. **REORGANIZATION**
 Selection of Mayor and
 Vice Mayor
 CF 11.3
- City Clerk Luce opened nominations for the office of Mayor. Councilmember Aguayo nominated Vice Mayor Cuellar Stallings for the office of Mayor. There being no further nominations, nominations were closed.

Vilma Cuellar Stallings was unanimously declared **Mayor** by the following roll call vote:

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

NOES: None

ABSENT: Guillen

ABSTAIN: None

Mayor Cuellar Stallings thanked the Lord for guiding her and her colleagues for giving her this opportunity to serve her community. She also thanked her family, her pastors, and her mentors for their continued support and guidance. Lastly, she thanked her coworkers and the residents of the City of Paramount.

Mayor Cuellar Stallings opened nominations for the office of Vice Mayor. Councilmember Olmos nominated Councilmember Aguayo for the office of Vice Mayor. There being no further nominations, nominations were closed.

Isabel Aguayo was unanimously declared **Vice Mayor** by the following roll call vote:

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

At 6:56 p.m., Mayor Cuellar Stallings recessed the meeting to brief reception. The meeting was called back to order at 7:20 p.m.

CITY COUNCIL PUBLIC COMMENT UPDATES

CF 10.4

There were none.

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City Manager Moreno requested that the City Council consider adding the following subsequent need item to tonight's agenda as the last item of new business.

Resolution No. 22:028 – Amending the Administrative Fine Schedule to Establish Administrative Fines for Violations by Spectators at Illegal Motor Vehicle Speed Contests or Exhibitions of Speed under Chapter 10.52 of the Paramount Municipal Code”

It was moved by Councilmember Lemons and seconded by Vice Mayor Aguayo to add the subsequent need item listed above to the agenda as the last item of new business. The motion was passed by the following roll call vote:

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

PUBLIC COMMENTS

CF 10.3

The following individuals addressed the City Council and provided public comments: Al Jacobo, Alvin Parks, Nita Juhasz, and Emily Blessing.

CONSENT CALENDAR

It was moved by Councilmember Lemons and seconded by Councilmember Aguayo to approve Consent Calendar Items 4, 5 and 6 as shown below. The motion passed by the following roll call vote:

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

4. APPROVAL
Register of Demands
CF 74.2

Approved.

5. AWARD OF
CONTRACT
Installation of Water
Services at 16629 Illinois
Avenue (City Project No.
9210) CF CIP 9210

Awarded the contract for the Installation of Water Services at 16629 Illinois Avenue (CIP 9210) to Stephen Doreck Equipment Rental, Inc., Pico Rivera, California, in the amount of \$39,630, and authorized the Mayor or her designee to execute the agreement.

6. RESOLUTION NO.
22:023
Authorizing the Submittal
of Authorization to
Execute Agreements to
Los Angeles Homeless
Services Authority
CF 69.14

Adopted.

NEW BUSINESS

7. ORAL REPORT
Paramount Youth
Commission
CF 62.35
Youth Commissioners Itzel Garcia, Dulce Nolasco, and Damian Ruiz, addressed the City Council to share what they have learned as members of the Youth Commission.
8. APPROVAL
Proposed New Funding
Maximum and Funding
Criteria Values for
Community
Organizations
CF 16, 62
Community Services Director Johnson gave the report and presented a PowerPoint presentation.

It was moved by Councilmember Lemons and seconded by Councilmember Olmos to approve the proposed funding maximum and funding criteria values for community organizations. The motion was passed by the following roll call vote:

AYES: Councilmembers Lemons, Olmos;
Vice Mayor Aguayo; and
Mayor Cuellar Stallings
NOES: None
ABSENT: Guillen
ABSTAIN: None
9. APPROVAL
Paramount Arts in the
Community Program
CF 30.20, 60.11
Community Services Director Johnson and Assistant Planning Director King gave the report and presented a PowerPoint presentation.

Following brief discussion concerning various aspects of the program, the report was received and filed.

7:00 P.M.

PUBLIC HEARING

10. PUBLIC HEARING
AltAir Paramount, LLC –
Refinery Conversion to
Renewable Fuels
City Attorney Cavanaugh stated that it is recommended that this item be continued to April 11, 2022 at 5:00 p.m.

It was moved by Councilmember Lemons and seconded by Vice Mayor Aguayo to continue both items A and B below to April 11, 2022 at 5:00 p.m. The motion was passed by the following roll call vote:

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

- A) RESOLUTION NO. Continued to April 11, 2022 at 5:00 p.m.
22:021
Approving
amendment to
Conditional Use
Permit No. 757, a
request by AltAir
Paramount, LLC to
complete the
conversion of a
refinery to
manufacture only
renewable fuels at
14700 Downey
Avenue in the M-2
zone, including
certification of the
Final Subsequent
Environmental Impact
Report, adoption of a
Mitigation Monitoring
and Reporting
Program, and
adoption of statement
of overriding
considerations
CF 101 CUP 757
- B) RESOLUTION NO. Continued to April 11, 2022 at 5:00 p.m.
22:022
Approving Zone
Variance No. 409, a
request by AltAir
Paramount, LLC for a
variance to exceed
the 55-foot height
limit for the
installation of various
pieces of equipment,
including process
vessels, a hydrogen
generation unit, and a
pretreat unit at 14700
Downey Avenue in
the M-2 zone
CF 104 VAR 409

11. PUBLIC HEARING
ORDINANCE NO. 1162
Approving Zoning
Ordinance Text
Amendment No. 23,
revising regulations for
condominium
conversions in the R-M
(Multiple-Family
Residential) zone
CF 109 ZOTA 23

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

Brief discussion ensued concerning the number of inquiries the City has received regarding condominium conversion projects.

Mayor Cuellar Stallings opened the public hearing and asked if there was anyone in the audience wishing to testify. There being no one in the audience wishing to testify, it was moved by Councilmember Lemons and seconded by Councilmember Olmos to close the public hearing.

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

NOES: None
ABSENT: Guillen
ABSTAIN: None

It was moved by Councilmember Lemons and seconded by Vice Mayor Aguayo to read by title only, waive further reading, introduce Ordinance No. 1162, "AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF PARAMOUNT APPROVING ZONING ORDINANCE TEXT AMENDMENT NO. 23, AMENDING SECTION 17.04.010 (DEFINITIONS); SECTION 17.16.110(E); AND SECTION 17.44.160 OF THE PARAMOUNT MUNICIPAL CODE TO REVISE REGULATIONS FOR CONDOMINIUM CONVERSIONS IN THE R-M (MULTIPLE-FAMILY RESIDENTIAL) ZONE IN THE CITY OF PARAMOUNT," and place it on the next regular agenda for adoption. The motion was passed by the following roll call vote:

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

NOES: None
ABSENT: Guillen
ABSTAIN: None

12. APPROVAL
Home Improvement
Program Construction
Services
- Planning Director Carver gave the report and presented a PowerPoint presentation on items A, B, C, and D below.
- A) AWARD OF
CONTRACT
Home Improvement
Program
Construction
Services at 13444
Jetmore Avenue
CF 54.9
- It was moved by Councilmember Lemons and seconded by Councilmember Aguayo to award the contract for construction services to Cal-Home Remodeling, Inc. in the total amount of \$29,765.00 from Federal HOME funds and property owner contributions for Home Improvement Program construction services at 13444 Jetmore Avenue. The motion was passed by the following roll call vote:
- AYES: Councilmembers Lemons, Olmos;
Vice Mayor Aguayo; and
Mayor Cuellar Stallings
- NOES: None
- ABSENT: Guillen
- ABSTAIN: None
- B) AWARD OF
CONTRACT
Home Improvement
Program
Construction
Services at 8411
Wilbarn Street
CF 54.9
- It was moved by Councilmember Lemons and seconded by Councilmember Olmos to award the contract for construction services to Cal-Home Remodeling, Inc. in the total amount of \$27,760.00 from Federal HOME funds and property owner contributions for Home Improvement Program construction services at 8411 Wilbarn Street. The motion was passed by the following roll call vote:
- AYES: Councilmembers Lemons, Olmos;
Vice Mayor Aguayo; and
Mayor Cuellar Stallings
- NOES: None
- ABSENT: Guillen
- ABSTAIN: None
- C) AWARD OF
CONTRACT
Home Improvement
Program
Construction
Services at 15340
Verdura Avenue
CF 54.9
- It was moved by Councilmember Lemons and seconded by Vice Mayor Aguayo to award the contract for construction services to VV&G in the total amount of \$37,570.00 from Federal HOME funds and property owner contributions for Home Improvement Program construction services at 15340 Verdura Avenue. The motion was passed by the following roll call vote:

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

D) AWARD OF
CONTRACT
Home Improvement
Program
Construction
Services at 16317
Hunsaker Avenue.
CF 54.9

It was moved by Vice Mayor Aguayo and seconded by Councilmember Lemons to award the contract for construction services to VV&G Construction in the total amount of \$34,165.00 from Federal HOME funds and property owner contributions for Home Improvement Program construction services at 16317 Hunsaker Avenue. The motion was passed by the following roll call vote:

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

13. AWARD OF
CONTRACT
Paramount Park Picnic
Shelter Renovation (City
Project No. 9257)
CF CIP 9257

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

It was moved by Councilmember Olmos and seconded by Vice Mayor Aguayo to award the contract for the Paramount Park Picnic Shelter Renovation (CIP 9257) to Junior's Construction, Inc., Santa Fe Springs, California, in the amount of \$92,941.94, and authorize the Mayor or her designee to execute the agreement. The motion was passed by the following roll call vote:

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

14. AWARD OF
CONTRACT
Snack Shack Renovation
(City Project No. 9262)
CF CIP 9262

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

It was moved by Councilmember Olmos and seconded by Councilmember Aguayo to award the contract for the snack shack renovation (CIP 9262) to Silverlake Construction, Bell, California, in the amount of \$34,298, and authorize the Mayor or her designee to execute the agreement. The motion was passed by the following roll call vote:

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

15. APPROVAL
Authorization for
Purchase and
Installation of Security
Equipment for City Yard
and City Hall
CF 43.781, 82.8

Public Works Director Figueroa gave the report.

It was moved by Councilmember Lemons and seconded by Councilmember Aguayo to authorize the purchase and installation of security equipment at City facilities by JMG Security Systems, in the amount of \$32,988. The motion was passed by the following roll call vote:

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

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SUBSEQUENT NEED ITEM:

RESOLUTION NO.
22:028
Amending the
Administrative Fine
Schedule to Establish
Administrative Fines for
Violations by Spectators
at Illegal Motor Vehicle
Speed Contests or
Exhibitions of Speed
under Chapter 10.52 of

City Attorney Cavanaugh gave the report.

Brief discussion ensued concerning the current fine schedule and process for issuing citations; and the number citations that have been issued.

It was moved by Councilmember Olmos and seconded by Councilmember Lemons to read by title only and adopt Resolution No. 22:028 "A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PARAMOUNT AMENDING THE ADMINISTRATIVE FINE SCHEDULE TO ESTABLISH ADMINISTRATIVE

the Paramount Municipal
Code

FINES FOR VIOLATIONS BY SPECTATORS AT
ILLEGAL MOTOR VEHICLE SPEED CONTESTS OR
EXHIBITIONS OF SPEED UNDER CHAPTER 10.52
OF THE PARAMOUNT MUNICIPAL CODE. The
motion was passed by the following roll call vote:

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

NOES: None

ABSENT: Guillen

ABSTAIN: None

ENVIRONMENTAL SUSTAINABILITY NEW BUSINESS

16. APPROVAL
Authorization for
Purchase and
Installation of Catch
Basin Connector Pipe
Screen Inserts
CF 90.1

Public Works Director Figueroa gave the report.

It was moved by Councilmember Olmos and seconded
by Vice Mayor Aguayo to authorize the purchase and
installation of catch basin connector pipe screen inserts
by G2 Construction, Inc., in the amount of \$104,099.
The motion was passed by the following roll call vote:

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

NOES: None

ABSENT: Guillen

ABSTAIN: None

COMMENTS/COMMITTEE REPORTS

Councilmembers

Vice Mayor Aguayo commented that street racing is not
welcome in the City of Paramount. She reminded
residents of the upcoming Eco Friendly Fair on April 16.
She also expressed concern regarding the recent
increase in graffiti and thanked public works for their
quick response to reports of graffiti. She encouraged
resident to call and report graffiti. Lastly, she thanked
her colleagues for selecting her to serve as Vice Mayor
for the coming years.

Councilmember Lemons congratulated Mayor Cuellar Stallings and Vice Mayor Aguayo and thanked Councilmember Olmos for representing the City so well as Mayor for the last year.,

Councilmember Olmos reported on her attendance at the several recent community events. She also reported that she participated in a meeting with AAA regarding the City's street racing ordinances and ways AAA can educate their members about the dangers of street racing. She inquired about the status of the possible traffic calming measures related to curbing street racing. Brief discussion ensued concerning possible traffic calming measures and installation of surveillance and license plate reader cameras.

Councilmember Olmos also suggested the City consider using ARPA funds to collaborate with Family Guidance Center to provide mental health services to residents that cannot afford services.

Mayor Cuellar Stallings reported on her attendance at several community events. She also thanked her colleagues and staff for their support.

Staff

City Manager Moreno thanked Councilmember Olmos for her service as Mayor over the last year and congratulated Mayor Cuellar Stallings and Vice Mayor Aguayo.

CLOSED SESSION

None.

ADJOURNMENT

There being no further business to come before the City Council, Mayor Cuellar Stallings adjourned the meeting at 9:03 p.m. to a meeting on April 11, 2022 at 5:00 p.m.

Vilma Cuellar Stallings, Mayor

ATTEST:

Heidi Luce, City Clerk

H:\CITYMANAGER\AGENDA\MINUTES\2022 MINUTES\04-05-2022 MINUTES CC.DOCX; 5/11/2022 3:38 PM

**PARAMOUNT CITY COUNCIL
MINUTES OF AN ADJOURNED MEETING
APRIL 11, 2022**

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

CALL TO ORDER: The adjourned meeting of the Paramount City Council was called to order by Mayor Vilma Cuellar Stallings at 5:03 p.m. at City Hall, Council Chambers, 16400 Colorado Avenue, Paramount, California.

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

STAFF PRESENT: John Moreno, City Manager
John E. Cavanaugh, City Attorney
Andrew Vialpando, Assistant City Manager
John Carver, Planning Director
Adriana Figueroa, Public Works Director
Heidi Luce, City Clerk
Anthony Martinez, Management Analyst II
Ivan Reyes, Associate Planner
Elida Zaragoza, Information Technology Specialist

PUBLIC COMMENTS

CF 10.3 There were none.

NEW BUSINESS

Councilmember Lemons announced that she will not be participating in the discussions or vote regarding this item due to a conflict of interest, as preliminarily deemed by the Fair Political Practices Commission, relative to the proximity of the proposed sound wall associated with the project to her property. Councilmember Lemons left the dais

1. **PUBLIC HEARING** AltAir Paramount, LLC – Refinery Conversion to Renewable Fuels – Amendment to Conditional Use Permit No. 757 and Zone Variance No. 409.
AltAir Paramount, LLC –
Refinery Conversion to
Renewable Fuels

A) RESOLUTION NO.
22:021

Approving
amendment to
Conditional Use
Permit No. 757, a
request by AltAir
Paramount, LLC to
complete the
conversion of a
refinery to
manufacture only
renewable fuels at
14700 Downey
Avenue in the M-2
(Heavy
Manufacturing) zone,
including certification
of the Final
Subsequent
Environmental Impact
Report, adoption of a
Mitigation Monitoring
and Reporting
Program, and
adoption of statement
of overriding
considerations
CF 101 CUP 757

Greg Chittick, Senior Project Engineer and Luis Perez, Project Manager with MRS Environmental, Inc. presented a PowerPoint presentation providing a detailed overview of the environmental analysis associated with the project, including a review of the timeline for the environmental review and public participation process. The presentation also provided a detailed review of the final subsequent environmental impact report (SEIR), including the impacts and mitigation measures and the statement of overriding consideration.

Richard Corey, Executive Officer, California Air Resources Board, provided an overview of the State's interest in biofuels as a tool for reducing greenhouse gas emissions and achieving the objectives of the State's low carbon fuel standards.

Planning Director Carver gave the report and presented a PowerPoint, including an overview of the project and the conditions of approval. He reported the following two amendments to Resolution 22:021 that were made after the staff report was published. He noted that copies of these changes have also been placed on the dais for the City Council's consideration:

p. 3 – adding the following finding:

The City of Paramount City Council has considered significant impacts remaining after application of all feasible mitigation measure(s), and has reviewed the alternatives identified in the Final SEIR, including the appendices and responses to comments. In adopting these findings on alternatives for the Project, the City considers only those significant environmental impacts that cannot be avoided or substantially lessened through implementation of mitigation measures. The SEIR concluded that the Proposed Project will result in unavoidable significant direct impacts as described in Section 5 below. Accordingly, the City has considered the three alternatives to the Proposed Project analyzed in the SEIR: (1) the No Project Alternative; (2) the Relocated Gas Pipeline Alternative; and (3) the Pipeline Transportation of Refinery Products Alternative. Detailed information and analysis concerning these alternatives are set forth in the Final SEIR in Section 5.3.2, Chapter 5. The

City finds these alternatives are not feasible. While some of the Project's potentially significant impacts are reduced under the alternatives, none of the alternatives eliminate the Project's potentially significant impacts, as shown in the Final SEIR Table 5.2. Additionally, none of these alternatives meet all of the Project objectives, and thus would not provide the City and the region with all of the benefits described below in the Statement of Overriding Considerations in Section 7.

p. 15 – amending Condition 13:

To the greatest extent possible, all material, including finished product, for which it is operationally, legally and economically feasible to transport by pipeline to off-site locations, shall be transported by pipeline. All finished product that can be delivered by underground pipeline shall be delivered by underground pipeline.

Mayor Cuellar Stallings opened the public hearing and asked if there was anyone wishing to testify.

The following individuals addressed the City Council in support of the project in person: Leeor Alpern, Senior Director of Government Affairs and Public Relations, World Energy (on behalf of applicant); Diane Martinez, Vice President, PUSD School Board; Marcelina Garcia Bridges; Chris Hannan Executive Secretary. Los Angeles/Orange County Building and Construction Trades Council; Tommy Faavael, IBEW Local 11; Ana Bardales; Mike Kufchak, Director of Government Affairs, IBEW Local 11; Tracy Vernado; Jim Kennedy, Healthy Air Alliance; Alfred Becera. Additionally, the following individuals addressed the City Council in support of the project via teleconference: Alicia Valadez, President, Paramount Chamber of Commerce; Eli Lipman, MoveLA.

The following individuals addressed the City Council in opposition to the project in person: Sandra DeKay; Rodolfo; Jose de Leon; and the following individuals addressed the City Council in opposition to the project via teleconference: Stephanie Ferrequer; Oscar Espino Padron, Earth Justice; Shana Emile, Earth Justice. Elizabeth Jones submitted a request to speak but did not answer when called. Additionally, the following

individual submitted a written statement in opposition to the project: Alfredo Banuelos.

The applicant was given an opportunity to provide comments in rebuttal to the opposition but did not provide any rebuttal comments.

Councilmember Olmos requested clarification on several aspects of the SEIR and mitigation plan to which Mr. Chittick and Mr. Perez responded. She expressed concern regarding the timeline for the applicant to work with the other agencies to construct the sound wall. She commented that two years is not enough time given that the construction timeline for the refinery project is three years. Lastly, she commented that if this project is not approved, the refinery could go back to producing petroleum and asphalt products.

Councilmember Guillen commented that although she respects the unions, she does not support this project in Paramount due to the following concerns: the proximity of the refinery to residential properties and schools; the potential for explosions due to faulty pipelines; the impact on air quality for the nearby homeowners; and potential traffic impacts in the vicinity of the refinery.

Vice Mayor Aguayo requested clarification on several aspects of the SEIR and mitigation plan to which Mr. Chittick and Mr. Perez responded. She also commented on the required air quality testing and suggested the test results be made available to the public in summary form. She also expressed concern regarding the timeline for the construction of the sound wall.

Mayor Cuellar Stallings asked for clarification regarding the concerns raised by Councilmember Guillen related pipeline explosions. Mr. Chittick responded that there are federal and state requirements regarding testing and monitoring of pipelines. She commented that she is supportive of the project given its overall benefit to the community.

There being no further public testimony, it was moved by Councilmember Olmos and seconded by Councilmember Guillen to close the public hearing.

The motion was passed by the following roll call vote:

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

Discussion ensued concerning the condition regarding the sound wall with the City Council expressing its desire to increase the amount of time the applicant is required to work with the other related agencies to construct the sound wall. Following discussion, the City Council concurred, and the applicant agreed, to amend the condition regarding the sound wall to extend the time to resolve the issues with the other agencies regarding construction of the sound from three years to five years, with the increase in rail deliveries being permitted once construction of the refinery is complete.

It was moved by Councilmember Olmos and seconded by Councilmember Aguayo to read by title only and adopt Resolution No. 22:021 as amended above, "A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PARAMOUNT SETTING FORTH ITS FINDINGS OF FACT AND DECISION RELATIVE TO AN AMENDMENT TO CONDITIONAL USE PERMIT NO. 757, A REQUEST BY ALTAIR PARAMOUNT, LLC TO COMPLETE THE CONVERSION OF THE REFINERY TO MANUFACTURE ONLY RENEWABLE FUELS; CERTIFY THE FINAL SUBSEQUENT ENVIRONMENTAL IMPACT REPORT; APPROVE THE MITIGATION MONITORING AND REPORTING PROGRAM; AND ADOPT THE STATEMENT OF OVERRIDING CONSIDERATIONS AT 14700 DOWNEY AVENUE IN THE M-2 (HEAVY MANUFACTURING) ZONE." The motion was passed by the following roll call vote:

AYES: Councilmember Olmos;
Vice Mayor Aguayo; and
Mayor Cuellar Stallings
NOES: Guillen
ABSENT: None
ABSTAIN: Lemons (Recused)

- B) RESOLUTION NO. 22:022
Approving Zone Variance No. 409, a request by AltAir Paramount, LLC for a variance to exceed the 55-foot height limit for the installation of various pieces of equipment, including process vessels, a hydrogen generation unit, and a pretreat unit at 14700 Downey Avenue in the M-2 (Heavy Manufacturing) zone CF 104 VAR 409
- Planning Director Carver gave the report and presented a PowwerPoint presentation.
- Mayor Cuellar Stallings opened the public hearing and asked if there was anyone in the audience wishing to testify.
- There being no further public testimony, it was moved by Councilmember Aguayo and seconded by Councilmember Olmos to close the public hearing. The motion was passed by the following roll call vote:
- AYES: Councilmembers Guillen, Olmos;
Vice Mayor Aguayo; and
Mayor Cuellar Stallings
- NOES: None
- ABSENT: None
- ABSTAIN: Lemons (Recused)
- It was moved by Councilmember Olmos and seconded by Councilmember Aguayo to read by title only and adopt Resolution No. 22:022 as amended, "A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PARAMOUNT SETTING FORTH ITS FINDINGS OF FACT AND DECISION RELATIVE TO ZONE VARIANCE NO. 409, A REQUEST BY ALTAIR PARAMOUNT, LLC FOR A VARIANCE TO EXCEED THE 55-FOOT HEIGHT LIMIT IN THE M-2 (HEAVY MANUFACTURING) ZONE TO ALLOW THE INSTALLATION OF VARIOUS PIECES OF EQUIPMENT RELATED TO THE ALTAIR PARAMOUNT, LLC REFINERY CONVERSION PROJECT AT 14700 DOWNEY AVENUE." The motion was passed by the following roll call vote:
- AYES: Councilmember Olmos;
Vice Mayor Aguayo; and
Mayor Cuellar Stallings
- NOES: Guillen
- ABSENT: None
- ABSTAIN: Lemons (Recused)

COMMENTS/COMMITTEE REPORTS

Councilmembers

Councilmember Olmos commented that this was a long process getting to this point and encouraged World Energy to continue to work with the City to address any concerns that may come up.

Vice Mayor Aguayo commented that this was a long process but the result is a better solution for the community.

Mayor Cuellar Stallings commented that this was a very detailed process with many documents to read and the City Council has only the best interest of the community in mind.

Staff

There were none.

CLOSED SESSION

None.

ADJOURNMENT

There being no further business to come before the City Council, Mayor Cuellar Stallings adjourned the meeting at 7:48 p.m. to a meeting on April 19, 2022 at 5:00 p.m.

Vilma Cuellar Stallings, Mayor

ATTEST:

Heidi Luce, City Clerk

**PARAMOUNT CITY COUNCIL
MINUTES OF AN ADJOURNED MEETING
APRIL 19, 2022**

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

CALL TO ORDER: The adjourned meeting of the Paramount City Council was called to order by Mayor Vilma Cuellar Stallings at 5:00 p.m. at City Hall, Council Chambers, 16400 Colorado Avenue, Paramount, California.

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

STAFF PRESENT: John Moreno, City Manager
John E. Cavanaugh, City Attorney
Andrew Vialpando, Assistant City Manager
Adriana Figueroa, Public Works Director
Margarita Matson, Assistant Public Safety Director
Kim Sao, Finance Director
Clyde Alexander, Assistant Finance Director
Rebecca Bojorquez, Management Analyst
Chris Callard, Public Information Officer
Steve Coumparoules, Management Analyst
Danny Elizarraras, Management Analyst
Andres Gonzales, Community Services Supervisor
John King, Assistant Planning Director
Nicole Lopez, HR Manager
Heidi Luce, City Clerk
Wendy Macias, Public Works Manager
Daniel Martinez, Information Technology Analyst
Ivan Reyes, Associate Planner
Johnnie Rightmer, Building & Safety Manager
Elida Zaragoza, Information Technology Specialist

PRESENTATIONS

1. **PROCLAMATION**
National Library Week –
April 3-9, 2022
CF 39.12 Mayor Cuellar Stallings, on behalf of the City Council, proclaimed April 3-9, 2022 as National Library week. Jackie Ramirez, Paramount Library Youth Services Librarian was present to accept the proclamation.

2. PROCLAMATION
Fair Housing Month –
April 2022
CF 39.12
Mayor Cuellar Stallings, on behalf of the City Council, proclaimed April as Fair Housing Month. Christina Prado, Fair Housing Foundation CA Outreach Coordinator was present to accept the proclamation.
3. PROCLAMATION
Arbor Day – April 29,
2022
CF 39.12
Mayor Cuellar Stallings, on behalf of the City Council, proclaimed April 29, 2022 as Arbor Day. Jackie Ramirez, Youth Services Librarian was present to accept the proclamation.
4. PROCLAMATION
DMV/Donate Life Month
– April 2022
CF 39.12
Mayor Cuellar Stallings, on behalf of the City Council, proclaimed April as DMV/Donate Life Month. One Legacy Ambassador Teresa Garcia was present to accept the proclamation.
5. PROCLAMATION
Alcohol Awareness
Month – April 2022
CF 39.12
Mayor Cuellar Stallings, on behalf of the City Council, proclaimed April as Alcohol Awareness Month. Little House Specialist Loretta Dearing was present to accept the proclamation.
6. PROCLAMATION
Autism Awareness
Month – April 2022
CF 39.12
Mayor Cuellar Stallings, on behalf of the City Council, proclaimed April as Autism Awareness Month.
7. PROCLAMATION
National Child Abuse
Prevention Month – April
2022
CF 39.12
Mayor Cuellar Stallings, on behalf of the City Council, proclaimed April as National Child Abuse Prevention Month. Helpline Youth Counseling Representatives Joanna Garcia and Rocio Herrera were present to accept the proclamation on behalf of Helpline.
8. PROCLAMATION
National Sexual Assault
Awareness Month – April
2022
CF 39.12
Mayor Cuellar Stallings, on behalf of the City Council, proclaimed April as National Sexual Assault Awareness Month. Su Casa representatives Dean Lockwood, Director of Development and Lilly Lopez, Director of Programming were present to accept the proclamation.
9. VIDEO
School Traffic Safety
CF 39.7
A brief video highlighting the importance of school traffic safety was shown.

10. VIDEOS
Highlighting Women's History Month
- News Feature 19th Amendment Art Piece Unveiling
 - News Feature All Female City Council
 - Spectrum News Channel 1 Interview
- CF 39.7

City Manager Moreno requested that the City Council consider adding the following subsequent need item to tonight's agenda under Closed Session:

**CONFERENCE WITH REAL PROPERTY
NEGOTIATORS**

Government Code Section 54956.8

Property: 16280 Paramount Blvd., Suite C

Agency negotiator: City Manager

Negotiating parties: NAIA Capital/LA Monarca

Under negotiation: Price.

It was moved by Councilmember Lemons and seconded by Councilmember Olmos to add the subsequent need item listed above to the closed session agenda. The motion was passed by the following roll call vote:

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

NOES: None

ABSENT: Guillen

ABSTAIN: None

CITY COUNCIL PUBLIC COMMENT UPDATES

CF 10.4

City Manager Moreno responded to comments made by Abelardo Jacobo, Emily Blessing, and Nita Juhasz at the April 5, 2022 City Council meeting.

PUBLIC COMMENTS

CF 10.3

The following individuals addressed the City Council and provided public comments: Alejandro Yanez and Abelardo Jacobo.

City Manager Moreno provided an update on the status of driveway plans for the AppleJacks Project.

CONSENT CALENDAR

It was moved by Councilmember Lemons and seconded by Vice Mayor Aguayo to approve Consent Calendar Items 11, 12, and 13 as shown below. The motion passed by the following roll call vote:

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

- | | |
|--|--|
| 11. ACCEPTANCE OF WORK
Neighborhood Street Resurfacing Improvements Project Fiscal Year .2021 and Vermont Avenue Traffic Calming Improvements (City Project Nos. 9131 and 9137) | Accepted the work performed by All American Asphalt, Corona, California, for the neighborhood street resurfacing improvements project for Fiscal Year 2021 and Vermont Avenue traffic calming improvements and authorized payment of the remaining retention |
| 12. APPROVAL
Authorization to Purchase Barricades
CF 82.3 | Authorized the purchase of barricades by Meridian Defense Group, in the amount of \$95,856.13 |
| 13. RESOLUTION NO. 22:025
Ordering the Annual Engineer's Report for Landscape Maintenance District No. 81-1
CF 25.3 | Adopted. |

NEW BUSINESS

14. RESOLUTION NO. 22:024
Affirming the FY 2022-2023 Budget for the use of Funds Provided by the Road Repair Accountability Act of 2017 (SB1)
CF 94
- Public Works Director Figueroa gave the report and presented a PowerPoint presentation.
- It was moved by Councilmember Lemons and seconded by Vice Mayor Aguayo to read by title only and adopt Resolution No. 22:024, "A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PARAMOUNT AFFIRMING THE FISCAL YEAR 2022-2023 BUDGET FOR THE USE OF FUNDS PROVIDED BY THE ROAD REPAIR AND ACCOUNTABILITY ACT OF 2017 (SB1)." The motion was passed by the following roll call vote:
- AYES: Councilmembers Guillen, Lemons, Olmos; Vice Mayor Aguayo; and Mayor Cuellar Stallings
NOES: None
ABSENT: None
ABSTAIN: None
15. AWARD OF CONTRACT
Arterial Street Resurfacing Improvements for FY 2022 (City Project No. 9230)
- Public Works Director Figueroa gave the report and presented a PowerPoint presentation.
- It was moved by Councilmember Lemons and seconded by Vice Mayor Aguayo to award the contract for Arterial Street Resurfacing Improvements for FY 2022 to Hardy Harper, Inc., Lake Forest, California in the amount of \$1,040,000, and authorize the Mayor or her designee to execute the agreement. The motion was passed by the following roll call vote:
- AYES: Councilmembers Guillen, Lemons, Olmos; Vice Mayor Aguayo; and Mayor Cuellar Stallings
NOES: None
ABSENT: None
ABSTAIN: None

16. APPROVAL
Professional Services
Agreement with Hazen
and Sawyer for a Site
Investigation Report on
the Vermont Avenue
Water Infrastructure
Facility
CF 43.1151

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

It was moved by Councilmember Olmos and seconded by Councilmember Lemons to approve an agreement with Hazen and Sawyer in the amount of \$65,834 for a site investigation report for the Vermont Avenue Water Infrastructure Facility and authorize the Mayor or her designee to execute the agreement. The motion was passed by the following roll call vote:

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

17. APPROVAL
Authorization to
Purchase and Install
Paramount Park and
Progress Park Ballfield
Lighting Retrofit
CF 74.8, 60.7, 74.2

Management Analyst Bojorquez gave the report and presented a PowerPoint presentation.

In response to Councilmember Olmos' inquiry regarding the feasibility of using solar light, staff responded that staff will research the possibility of using solar lighting for other general park lighting projects.

It was moved by Councilmember Olmos and seconded by Councilmember Lemons to authorize the purchase and installation of retrofit ballfield lighting at Paramount Park and Progress Park from MUSCO Lighting in the amount of \$540,600.50. The motion was passed by the following roll call vote:

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

18. APPROVAL
Authorization to
Purchase and Install
Paramount Park Gym
Replacement Bleacher
CF 74.2

Community Services Director Johnson gave the report and presented a PowerPoint presentation.

It was moved by Councilmember Lemons and seconded by Councilmember Olmos to authorize the purchase and installation of new bleachers at the Paramount Park Gym from Irwin Seating Company in the amount of \$70,086.79. The motion was passed by the following roll call vote:

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

NOES: None

ABSENT: None

ABSTAIN: None

19. APPROVAL
Neighborhood Permit
Parking Request for the
6400 through 6500 Block
of Alondra Boulevard
CF 73

Public Safety Director Matson gave the report and presented a PowerPoint presentation.

Brief discussion ensued concerning the parking concerns in the area.

It was moved by Councilmember Olmos and seconded by Councilmember Lemons to authorize Neighborhood Permit Parking for the 6400 through 6500 block of Alondra Boulevard, to be effective immediately. The motion was passed by the following roll call vote:

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

NOES: None

ABSENT: None

ABSTAIN: None

20. APPROVAL
Extension of
Commissioner and
Mayor's Appointment
Terms to Align with New
Election Cycle
CF 11, 27, 27.4, 27.7,
27.4, 27.27, 27.28

City Clerk Luce gave the report and presented a PowerPoint presentation.

It was moved by Lemons and seconded by Vice Mayor Aguayo to move the Commission appointments and Mayor's appointments to the various external boards and agencies to July and extend the terms of the sitting Commissioners by three months. The motion was passed by the following roll call vote:

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

ENVIRONMENTAL SUSTAINABILITY NEW BUSINESS

21. RESOLUTUION NO.
22:027

Authorizing the Submittal
of a Grant Application for
Funding from the Lower
Los Angeles Rivers and
Mountains Conservancy
for the Water Quality,
Supply and Infrastructure
Improvement Act of 2014
(Proposition 1), for the
Spane Park Stormwater
Capture Project
CF 74.9, 90.1

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

It was moved by Vice Mayor Aguayo and seconded by
Councilmember Lemons to read by title only and adopt
Resolution No. 22:027, "A RESOLUTION OF THE
CITY COUNCIL OF THE CITY OF PARAMOUNT
AUTHORIZING THE SUBMITTAL OF A GRANT
APPLICATION FOR FUNDING FROM THE LOWER
LOS ANGELES RIVERS AND MOUNTAINS
CONSERVANCY FOR THE WATER QUALITY,
SUPPLY AND INFRASTRUCTURE IMPROVEMENT
ACT OF 2014 (PROPOSITION 1), FOR THE SPANE
PARK STORMWATER CAPTURE PROJECT". The
motion was passed by the following roll call vote:

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

COMMENTS/COMMITTEE REPORTS

Councilmembers

Councilmember Guillen asked for an update on the
traffic citation statistics relative to Tam's drive-through
on Downey Ave. and expressed concern about the
proposed right turn only signage at the AppleJacks
market on Elburg. She also suggested no truck signs
be installed on Downey Ave. to prevent World Energy
truck traffic from using Downey as a thoroughfare.

She also recognized April as Parkinson's Awareness Month and invited the City Council and the public to participate in the Parkinson's walk at the end of the month.

Councilmember Olmos reported that she and Councilmember Lemons participated in a tour of Esplananza Villa, a tiny home project for the homeless in Baldwin Park. She also noted that she and several colleagues will be attending the California Contract Cities Associations' Local Advocacy Day in downtown Los Angeles next week. Lastly, she suggested, in addition to the letters that were sent to the Paramount restaurants with permits for the Al Fresco program, that staff place a courtesy call to those businesses reminding them of the program.

Councilmember Lemons commented on her attendance at Eco-Friendly Fair and said it was a great event. She reported that the next SELACO regional job fair will be held in Artesia and that SELACO is still reporting an employee shortage and encouraged residents who are looking for a job to reach out to SELACO.

Vice Mayor Aguayo reported that at the recent PUSD Ad Hoc meeting, the City shared information with the district about the City's new organics recycling program, the Paramount Arts Program and the Volunteering is Paramount program. She also reported that GLACVCD Celebrated 70th Anniversary on April 16th and encouraged residents to take advantage of the resources they offer. She also suggested inviting them to participate in the next Eco-Friendly Fair. She reminded residents about this Friday's Comity Night and Speaker Anthony Rendon's Earth day Bike Ride this Saturday. Lastly, she commented that she is seeing an increase in graffiti and reminded residents to report it if they see it.

Mayor Cuellar Stallings informed residents that SCE is offering a Lineworker Scholarship program that leads to a job and encouraged residents to visit the SCE website for more information. She commented on several community events she recently attended. She also reported that she recently visited the City's recently renovated Community Garden and was very

impressed. She commented that during her visit, staff suggested that the City Council should name the garden and encouraged her colleagues to submit potential names for consideration. Lastly, she commented that she recently visited the La Paz Gerosychiatric Center and met with representatives from the facility, and they very are responsive in addressing the neighboring residents concerns.

Staff

City Manager Moreno commented that staff will try to get the GLACVCD's Mosquito SWAT Lab to participate in the Eco-Friendly Fair. He also reminded the City Council and the public that the Open Houses for the Metal Businesses are scheduled for April 25 and 27.

CLOSED SESSION

At 6:51 p.m. the City Council recessed into closed session to discuss the items listed below:

CONFERENCE WITH LABOR NEGOTIATORS

Government Code Section 54957.6

City Representatives: Andrew Vialpando/Irma Moisa

Employee Organization: Teamsters

CONFERENCE WITH REAL PROPERTY NEGOTIATORS

Government Code Section 54956.8

Property: 16280 Paramount Blvd., Suite C

Agency negotiator: City Manager

Negotiating parties: NAIA Capital/LA Monarca

Under negotiation: Price.

At 7:47 p.m., Mayor Cuellar Stallings called the meeting back to order in open session.

City Attorney Cavanaugh reported that the City Council met in closed session to discuss the items listed above and no reportable action was taken.

ADJOURNMENT

There being no further business to come before the City Council, Mayor Cuellar Stallings adjourned the meeting at 7:48m. to a meeting on May 3, 2022 at 6:00 p.m.

Vilma Cuellar Stallings, Mayor

ATTEST:

Heidi Luce, City Clerk

MAY 17, 2022

APPLICATIONS FOR FIREWORKS PERMITS - 2022

MOTION IN ORDER:

APPROVE THE APPLICATIONS TO SELL FIREWORKS SUBMITTED BY
THE EIGHT ELIGIBLE COMMUNITY GROUPS.

MOTION:

MOVED BY: _____

SECONDED BY: _____

[] APPROVED

[] DENIED

ROLL CALL VOTE:

AYES: _____

NOES: _____

ABSENT: _____

ABSTAIN: _____



To: Honorable City Council
From: John Moreno, City Manager
By: John Carver, Planning Director
Johnnie Rightmer, Building and Safety Manager
Date: May 17, 2022

Subject: APPLICATIONS FOR FIREWORKS PERMITS – 2022

BACKGROUND

The eight nonprofit organizations eligible to sell “safe and sane” fireworks within the City of Paramount submitted applications to operate fireworks stands prior to the April 1, 2022 deadline. The fireworks stand locations are the same as last year. As required, these locations are one-quarter mile distance from the next closest fireworks stand. Per the Paramount Municipal Code, the sale of fireworks will be restricted to the hours between 7:00 a.m. and 10:00 p.m., June 28 through July 4, 2022.

Provided below is a list of the eight nonprofit groups and the proposed locations of their respective fireworks stands:

<u>Organization/Primary Mailing Address</u>	<u>Fireworks Stand Location</u>
Church of God of Prophecy 14743 Garfield Avenue	15101 Paramount Boulevard
Downey Avenue Foursquare Church 13376 Downey Avenue	13376 Downey Avenue
Paramount Elks Club #1804 8108 Alondra Boulevard	8066 Alondra Boulevard
Emmanuel Reformed Church 15941 Virginia Avenue	15717 Downey Avenue
First Assembly of God 16215 Orizaba Avenue	7922 Rosecrans Avenue
Knights of Columbus 15339 Paramount Boulevard	Town Center West
Lions Club P.O. Box 1100	14501-51 Lakewood Boulevard

Praise Chapel Paramount
8043 Madison Street

13120 Downey Avenue

Conditions of Approval

Upon City Council approval, each of the organizations must comply with the following conditions to open and operate fireworks stands:

1. Obtain the necessary approval and permits for a temporary fireworks stand from the Building and Safety Division of the Planning Department.
2. Comply with all applicable sections of Chapter 8.12 (Fireworks) of the Paramount Municipal Code.
3. Comply with the provisions of the State Fireworks Law, Rules, and Regulations of the State Fire Marshal.

Fiscal Impact

Fiscal impact is minimal as fireworks sales and permitting is an annual service to the community. Partial cost recovery is obtained through the business license and permitting process.

VISION, MISSION, VALUES, AND STRATEGIC OUTCOMES

The City's Vision, Mission, and Values set the standard for the organization; establish priorities, uniformity and guidelines; and provide the framework for policy decisionmaking. The Strategic Outcomes were implemented to provide a pathway to achieving the Vision of a city that is safe, healthy, and attractive. This item aligns with Strategic Outcomes No. 1: Safe Community.

RECOMMENDED ACTION

It is recommended that the City Council approve the applications to sell fireworks submitted by the eight eligible community groups.

MAY 17, 2022

AUTHORIZATION TO PURCHASE

CITY ENTRY MONUMENT SIGNS AND CIVIC CENTER MONUMENT
SIGN (CITY PROJECT NO. 9134 AND NO. 9234)

MOTION IN ORDER:

AUTHORIZE THE PURCHASE AND INSTALLATION OF MONUMENT
SIGNS FROM BRAVO SIGN & DESIGN, INC., ANAHEIM, CALIFORNIA, IN
THE AMOUNT OF \$140,967.88.

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: May 17, 2022

**Subject: AUTHORIZATION TO PURCHASE CITY ENTRY MONUMENT SIGNS
AND CIVIC CENTER MONUMENT SIGN
(CITY PROJECT NO. 9134 AND NO. 9234)**

BACKGROUND

Over the past several years, the City has been upgrading its existing signage citywide to reflect the improvements to the City's downtown area completed in 2017. As part of those improvements, new wayfinding signage, as well as City entry monument signs, were introduced. The request before you tonight includes the installation of new signage and the replacement of the last City entry monument signage at the various entry points to the City. Additionally, part of the proposal includes an estimate for the replacement of a vertical monument sign that was damaged during a traffic collision and the replacement for an existing sign at City Hall.

DISCUSSION

Staff received quotes from Bravo Sign and Design, Inc. for the replacement of signage throughout the City. The first quote is to replace and install City entry monument signage at three (3) different entry points to the City. This includes the installation of a new vertical monument sign at the eastern entry point of Somerset Boulevard, with the installation of a vertical monument sign at the west end of Somerset Boulevard. The vertical monument sign for the west Somerset location is being relocated from the southern Paramount Boulevard City entry location. The southern Paramount Boulevard location will then receive a new larger version of the vertical City entry monument sign to match an already larger version of the sign located at the North Paramount Boulevard City entry point.

The estimates provided for the signage replacement at these three locations totaled \$94,572.75 and will include the manufacture and installation of the three vertical monument signs, and the relocation and installation of the sign from Paramount Boulevard to the west Somerset Boulevard. This amount is below the budgeted amount of \$105,000 that was approved as part of the Fiscal Year 2022 budget.

The second estimate included in this request, is for the replacement of an existing vertical monument sign located within the City's downtown area. The existing sign was recently damaged when a vehicle jumped the curb and landed inside the median where the sign

was located. The damage created by the impact rendered the vertical sign a total loss. The estimate for this replacement is \$22,961.63 which will include the manufacturing of the new sign and installation. The Fiscal Year 2022 Final Budget will be adjusted to include the cost of replacing the damaged sign.

Lastly, the third sign being replaced is the existing monument sign located in front of City Hall. The current sign will be replaced with a larger illuminated sign that will provide more visibility for residents and the public visiting City Hall. The estimate for replacing this sign by Bravo Signs is \$23,433.50 and will include using the existing footing, plus the manufacture and installation of the new illuminated sign. The Fiscal Year 2022 Final Budget will be adjusted to include the cost of replacing this sign.

According to the City's adopted purchasing policy, purchases of equipment in excess of \$25,000 need to be approved by the City Council. The manufacture and installation of the vertical signs is a sole source product that must match the newly installed signage and according to the City's adopted purchasing policy, does not require competitive bidding.

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 authorize the purchase and installation of monument signs from Bravo Sign & Design, Inc., Anaheim, California, in the amount of \$140,967.88.

CONSTRUCTION SERVICE AGREEMENT

THIS AGREEMENT is made and entered into this 17th day of May 2022 by and between the CITY OF PARAMOUNT, hereinafter referred to as the "CITY," and BRAVO SIGN AND DESIGN, 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 firm to provide services associated with the (MANUFACTURE AND INSTALLATION OF CITY ENTRY SIGNAGE (CITY PROJECT NO. 9234) 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 18th day of May 2022 and shall remain in full force and effect until the completion of the Civic Center Monument Signs project or, such time either party gives written notice of termination in accordance with those provisions set forth in paragraph P. At the time of such extensions, this AGREEMENT shall be amended as to the changes, if any, in the terms, responsibilities and compensation as determined in writing between the CITY and CONTRACTOR.

C. SCOPE OF SERVICES. Under the supervision of the Public Works Director or her designee, the CONTRACTOR shall provide all services as detailed in the CONTRACTOR'S Proposal dated April 19, 2022. In the event of any conflict between the provisions of this AGREEMENT, the terms of this AGREEMENT shall prevail.

D. COMPENSATION. During the term of this AGREEMENT, the CITY shall compensate the CONTRACTOR for the services described herein, as set forth by the fee schedule provided in the CONTRACTOR'S proposals dated April 19, 2022 and attached herein. Invoices for payment shall be submitted on a monthly basis and shall be approved by the Public Works Director or her designee.

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

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

F. INDEPENDENT CONTRACTOR.

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

G. INDEMNIFICATION.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

P. TERMINATION OF AGREEMENT. This AGREEMENT may be terminated by either party by giving written notice at least thirty (30) days prior to the effective termination date in the written notice. In such event, all finished or unfinished documents, data, studies, surveys, drawings, maps, models, photographs and reports prepared by the CONTRACTOR under this AGREEMENT shall, at the option of the CITY, become its property and the CONTRACTOR shall be entitled to receive just and equitable compensation for any work satisfactorily completed hereunder. Notwithstanding the above, the CONTRACTOR shall not be relieved of liability to the CITY for damages sustained by the CITY by virtue of any breach of the AGREEMENT by the CONTRACTOR, and the CITY may withhold any payments to the CONTRACTOR for the purpose of set-off until such time as the exact amount of damages due the CITY from the CONTRACTOR is determined.

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

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

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

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

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

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

III. EQUAL EMPLOYMENT OPPORTUNITY

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

A. EQUAL OPPORTUNITY.

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

- (f) In the event of the CONTRACTOR'S non-compliance with the equal opportunity clauses of this AGREEMENT or with any of such rules, regulations, or orders, this AGREEMENT may be canceled, terminated, or suspended in whole or in part and the CONTRACTOR may be declared ineligible for further government contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.
- (g) The CONTRACTOR will include the provisions of paragraphs (1) through (6) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to Section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The CONTRACTOR will take such action with respect to any subcontract or purchase order as the CITY may direct as a means of enforcing such provisions, including sanctions for non-compliance; provided, however, that in the event the CONTRACTOR becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the CITY, the CONTRACTOR may request the United States to enter into such litigation to protect the interests of the United States.

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

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

IV. CONFLICT OF INTEREST

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

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

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

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

V. NOTICES

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

To the CONTRACTOR: Bravo Sign and Design, Inc.
Frank Fiore, President
520 S. Central Park Avenue East
Anaheim CA 92802

To the CITY: City of Paramount
Adriana Figueroa
Public Works Director
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

BRAVO SIGN AND DESIGN, INC.

By: _____
Vilma Cuellar-Stallings, Mayor

By: _____
Frank Fiore, President

ATTEST:

By: _____
Heidi Luce, City Clerk

APPROVED AS TO FORM:

By: _____
John E. Cavanaugh, City Attorney



BRAVO SIGN & DESIGN, INC.
520 S. CENTRAL PARK AVE EAST
ANAHEIM CA 92802
OFFICE: 714-284-0500
LIC# 641391 * SBE# 0039163 * DIR# 100006083

Estimate 220065

Date 4/19/2022
BSD Contact: FRANK FIORE
BSD Email: frank@bravosign.com
BSD JOB #
DIR #
PO# / CONTRACT#

ESTIMATE TO:
CITY OF PARAMOUNT
16400 COLORADO AVE
PARAMOUNT CA 90723-5012

CONTACT PERSON
WENDY MACIAS
WMacias@paramountcity.com

JOB NAME:		PARAMOUNT BLVD ID SIGN REPLC	LOCATION:	PARAMOUNT	
ITEM #	QTY	DESCRIPTION	UNIT	TOTAL COST	
01	1	MAIN MONUMENT ID SIGN- PARAMOUNT BLVD & ALONDRA BLVD To include: Fabricate 12-3/4" x 16-1/2" x 22" deep, D/F entry monument signs, painted aluminum with internally illuminated push through acrylic letters, includes LED's and power supplies, steel post and sleeve. To Read: "DOWNTOWN" Note: reuse existing footing. Sign was damaged in accident.	18,650.00	18,650.00T	
02	1	INSTALLATION OF SIGNAGE To include: 1 time labor installation of the above signage, set new 4" diam pipe in (e) steel sleeve and ftg, crane service to set aluminum cabinet, bolt to pipe, and wire internal connections. Coordinate with city for traffic control Includes: shop drawings and only the above as mentioned EXCLUDED: traffic control, survey/staking, demo grade, compaction, haul away of spoils, gravel, concrete mow strip, concrete paving, concrete cutting, waterproofing, electrical to location, added move-ons, anti-graffiti sealer, bonds, permits and fees	2,400.00	2,400.00	

TERMS REQUIRED 20% DEP/BAL NET 30

Included: shop drawings and only the above as described.
Our Standard Certificate of 3 million occurrence/4 million aggregate.
This estimate is good for 30 days.

To accept this order sign below and return. By signing this order customer accepts this proposal for the above and agrees to all of the terms and condition stated on the estimate. Thank you!

Customer Signature & Date _____

Subtotal \$21,050.00
Sales Tax (10.25%) \$1,911.63
Total \$22,961.63



Estimate 220064

Date 4/19/2022

BSD Contact: FRANK FIORE

BSD Email: frank@bravosign.com

BSD JOB #

DIR #

PO# / CONTRACT#

BRAVO SIGN & DESIGN, INC.
520 S. CENTRAL PARK AVE EAST
ANAHEIM CA 92802
OFFICE: 714-284-0500
LIC# 641391 * SBE# 0039163 * DIR# 100006083

ESTIMATE TO:

CITY OF PARAMOUNT
16400 COLORADO AVE
PARAMOUNT CA 90723-5012

CONTACT PERSON

WENDY MACIAS

WMacias@paramountcity.com

JOB NAME:		PARAMOUNT CITY HALL SIGN REPLC	LOCATION:	PARAMOUNT	
ITEM #	QTY	DESCRIPTION	UNIT	TOTAL COST	
01	1	MAIN MONUMENT ID- CITY HALL (DOUBLE SIDED) Larger Sign to replace sign above grade Fabricate 10' x 30 x 19" deep, D/F internally lit, fully welded aluminum cabinet , 3-color painted finish, push thru white acrylic letters w/ painted edges, includes WHITE LED's, power supplies, and bottom brackets for mounting. To include: decorative precast concrete base with painted reveal, and all framework. To read, 2-sides: "PARAMOUNT CITY HALL" "16400 COLORADO AVENUE" NOTE: to keep and reuse (e) 8' footing pad	17,400.00	17,400.00T	
02	1	DEMO / HAUL & DUMP FEE Remove and dispose of existing concrete precast & aluminum cabinet sign, above grade only	1,500.00	1,500.00	
93	1	INSTALLATION OF SIGNAGE To include: 1 time installation of the above signage, set concrete precast on (e) ftg, set aluminum cabinet, run wiring, and connect. Equipment included.	2,750.00	2,750.00	

TERMS REQUIRED 25% DEP/BAL NET 30

Included: shop drawings and only the above as described.

Our Standard Certificate of 3 million occurrence/4 million aggregate.

This estimate is good for 30 days.

To accept this order sign below and return. By signing this order customer accepts this proposal for the above and agrees to all of the terms and condition stated on the estimate. Thank you!

Customer Signature & Date

Subtotal \$21,650.00

Sales Tax (10.25%) \$1,783.50

Total \$23,433.50



Estimate 220070

Date 4/27/2022

BSD Contact: FRANK FIORE

BSD Email: frank@bravosign.com

BSD JOB #

DIR #

PO# / CONTRACT#

BRAVO SIGN & DESIGN, INC.
520 S. CENTRAL PARK AVE EAST
ANAHEIM CA 92802
OFFICE: 714-284-0500
LIC# 641391 * SBE# 0039163 * DIR# 100006083

ESTIMATE TO:

CITY OF PARAMOUNT
16400 COLORADO AVE
PARAMOUNT CA 90723-5012

CONTACT PERSON

WENDY MACIAS

WMacias@paramountcity.com

JOB NAME:		PARAMOUNT LARGE VERT SIGN	LOCATION:	PARAMOUNT	
ITEM #	QTY	DESCRIPTION	UNIT	TOTAL COST	
01	1	Demo Site Work & Dump Fees Remove and haul away existing concrete walk, misc. grading	1,200.00	1,200.00	
05	1	LARGE ALUMINUM LIT SIGN- 14' TALL To include: Fabricate 14' x 3' x 22" deep, D/F entry monument signs, painted aluminum with internally illuminated push thru acrylic letters, includes LED's and power supplies, steel post and sleeve. To Read: "PARAMOUNT"	20,400.00	20,400.00T	
06	1	INSTALLATION OF LARGE SIGN To include: Dig, rebar, exposed concrete footing w/ light etch finish. Steel pole direct burial. Crane service and labor to install entry sign. City will provide traffic control for the 3 days at each sign location. Electrical to sign location by others. Includes: shop drawings and only the above as mentioned EXCLUDED: traffic control, survey/staking, demo grade, compaction, haul away of spoils, gravel, concrete mow strip, concrete paving, concrete cutting, waterproofing, electrical to location, added move-ons, anti-graffiti sealer, bonds, permits and fees	7,065.00	7,065.00	

TERMS REQUIRED 25% DEP/BAL NET 30

Included: shop drawings and only the above as described.

Our Standard Certificate of 3 million occurrence/4 million aggregate.

This estimate is good for 30 days.

To accept this order sign below and return. By signing this order customer accepts this proposal for the above and agrees to all of the terms and condition stated on the estimate. Thank you!

Customer Signature & Date

Subtotal \$28,665.00

Sales Tax (10.25%) \$2,091.00

Total \$30,756.00



BRAVO SIGN & DESIGN, INC.
520 S. CENTRAL PARK AVE EAST
ANAHEIM CA 92802
OFFICE: 714-284-0500
LIC# 641391 * SBE# 0039163 * DIR# 100006083

Estimate 220067

Date 4/19/2022
BSD Contact: FRANK FIORE
BSD Email: frank@bravosign.com
BSD JOB #
DIR #
PO# / CONTRACT#

ESTIMATE TO:
CITY OF PARAMOUNT
16400 COLORADO AVE
PARAMOUNT CA 90723-5012

CONTACT PERSON
WENDY MACIAS
WMacias@paramountcity.com

JOB NAME:		PARAMOUNT MAIN ID SIGNS	LOCATION:	PARAMOUNT	
ITEM #	QTY	DESCRIPTION	UNIT	TOTAL COST	
01	2	Demo Site Work & Dump Fees Demo and haul away existing signs, and concrete lights (1) Location at E Somerset Blvd, W of Lakewood blvd (1) Location at W Somerset Blvd, W of Orange Ave	1,200.00	2,400.00	
02	1	EXISTING SIGN RELOCATION- New Footing To include: dig, haul away spoils, rebar, forms steel sleeve, electrical conduits, concrete footing, exposed etched concrete pad, craning service to remove sign from current location & set on new footing with steel pipe, and bolt down. Note: to be removed from Paramount & Harrison and installed at Somerset & Orange.	9,250.00	9,250.00	
03	1	MAIN ID SIGN- 12' at Somerset & Lakewood To include: Fabricate 12-3/4" x 16-1/2" x 22" deep, D/F entry monument signs, painted aluminum with internally illuminated push through acrylic letters, includes LED's and power supplies, steel post and sleeve. To Read: "PARAMOUNT"	18,300.00	18,300.00T	
04	1	INSTALLATION OF 12' SIGN- Somerset & Lakewood To include: dig, rebar, concrete footing, exposed concrete light etched finish, crane service and labor to install Entry Signs. Coordinate with city for traffic control. Note: new footing work.	6,900.00	6,900.00	

TERMS REQUIRED 20% DEP/BAL NET 30

Included: shop drawings and only the above as described.
Our Standard Certificate of 3 million occurrence/4 million aggregate.
This estimate is good for 30 days.

To accept this order sign below and return. By signing this order customer accepts this proposal for the above and agrees to all of the terms and condition stated on the estimate. Thank you!

Customer Signature & Date

Subtotal

Sales Tax (10.25%)

Total



BRAVO SIGN & DESIGN, INC.
520 S. CENTRAL PARK AVE EAST
ANAHEIM CA 92802
OFFICE: 714-284-0500
LIC# 641391 * SBE# 0039163 * DIR# 100006083

Estimate 220067

Date 4/19/2022
BSD Contact: FRANK FIORE
BSD Email: frank@bravosign.com
BSD JOB #
DIR #
PO# / CONTRACT#

ESTIMATE TO:
CITY OF PARAMOUNT
16400 COLORADO AVE
PARAMOUNT CA 90723-5012

CONTACT PERSON
WENDY MACIAS
WMacias@paramountcity.com

JOB NAME:		PARAMOUNT MAIN ID SIGNS	LOCATION:	PARAMOUNT	
ITEM #	QTY	DESCRIPTION	UNIT	TOTAL COST	
05	1	MAIN ID SIGN- 14' at Paramount & HARRISON To include: Fabricate 14' x 3' x 22" deep, D/F entry monument signs, painted aluminum with internally illuminated push through acrylic letters, includes LED's and power supplies, steel post and sleeve. To Read: "PARAMOUNT"	20,400.00	20,400.00T	
06	1	INSTALLATION OF 14' SIGN- PARAMOUNT & HARRISON To include: 1 time labor installation of the above signage, set new 4" diam pipe in (e) steel sleeve and ftg, crane service to set aluminum cabinet, bolt to pipe, and wire internal connections. Coordinate with city for traffic control Note: to reuse existing ftg, exposed concrete pad, & sleeve from existing sign. Sign will not match same footprint as footing. Includes: shop drawings and only the above as mentioned EXCLUDED: traffic control, survey/staking, demo grade, compaction, haul away of spoils, gravel, concrete mow strip, concrete paving, concrete cutting, waterproofing, electrical to location, added move-ons, anti-graffiti sealer, bonds, permits and fees	2,600.00	2,600.00	

TERMS REQUIRED 20% DEP/BAL NET 30

Included: shop drawings and only the above as described.
Our Standard Certificate of 3 million occurrence/4 million aggregate.
This estimate is good for 30 days.

To accept this order sign below and return. By signing this order customer accepts this proposal for the above and agrees to all of the terms and condition stated on the estimate. Thank you!

Customer Signature & Date _____

Subtotal \$59,850.00
Sales Tax (10.25%) \$3,966.75
Total \$63,816.75

MAY 17, 2022

REPORT

DRIVEWAY EXPANSION PILOT PROGRAM



To: Honorable City Council

From: John Moreno, City Manager

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

Date: May 17, 2022

Subject: DRIVEWAY EXPANSION PILOT PROGRAM

BACKGROUND

With a population of 53,733 within 4.8 square miles, Paramount's population density of 11,194 residents per square mile is one of the highest in the United States. Combined with high rates of car and other vehicle ownership (according to Census data, the households in 95.6% of occupied homes in Paramount have at least one vehicle, and 30% have three or more vehicles), the on-street parking supply is severely challenged.

Recognizing the undersupply of parking spaces on City streets, in December 2019 the City Council established the Community-Wide Parking Committee. The purpose of the Parking Committee is to identify new parking management strategies that will manage or extend the parking supply and recommend parking management policies to the City Council.

Since initially convening in January 2020, the Parking Committee has focused on specific Paramount neighborhoods for a more localized approach. Recent meetings reviewing parking concerns in the neighborhood bounded by Garfield Avenue on the west, Façade Avenue on the east, Racine Avenue on the south, and Somerset Ranch Road on the north resulted in the Driveway Expansion Pilot Program concept.

Most of the houses in the focus neighborhood were constructed in the early 1940s. As the rates of car ownership were much less in that era, only a single-car garage for each house was constructed when the neighborhood was developed. With the legacy of 10-foot-wide garages and narrow driveways leading to them still impacting the streetscape, the Parking Committee saw an opportunity for widened driveways – when appropriate – to increase parking spaces on private property.

DESCRIPTION

As an incentive, the Driveway Expansion Pilot Program as designed would reimburse homeowners of up to 10 properties up to \$3,000 upon completion of a driveway widening project. In order to find a balance between providing additional parking areas and maintaining landscaped front yards (meeting goals for sustainability, water capture,

aesthetics, and property values), a number guidelines are proposed. The following is a summary:

- Properties less than 40 feet wide at the street may expand a driveway up to 16 feet in width.
- Properties from 40 feet to 60 feet in width may expand a driveway up to 20 feet in width.
- Properties more than 60 feet in width may expand a driveway up to 30 feet in width.
- Expanded driveways generally must maintain at least five feet on the sides of the property for landscaped planters. As the sole exception, driveways on properties less than 45 feet in width can maintain a minimum of two feet on the sides of the property for landscaped planters.
- Adjacent properties cannot have connecting driveways. They must be broken up with landscaped planters.
- An application must be signed by all owners of a property.
- The application must include a diagram or aerial photo with clearly identified measurements of the existing driveway and the proposed expansion.
- Expanding driveway approaches (the driveway entries in the public right-of-way) requires coordination with the Public Works Department.
- All work must begin after authorization by the Planning Department.
- The Planning Director or designee may require replacement landscaping such as a tree to be planted to mitigate the loss of existing landscape areas.
- All work must be completed in a professional manner, and the property must be in “broom clean” condition.
- All other R-1 (Single-Family Residential) zone requirements are applicable.

The program would only apply to properties within the area noted within the red boundaries on the map below.



Fiscal Impact

\$30,000.00 for the proposed Driveway Expansion Pilot Program is budgeted in the Fiscal Year (FY) 2022 budget. However, as the current fiscal year is nearing the end, much of the funding may require postponement into FY 2023. Upon review of the pilot program, unused funds may be allocated to another neighborhood, and additional funding to address similar parking concerns in other Paramount neighborhoods is a future possibility.

VISION, MISSION, VALUES, AND STRATEGIC OUTCOMES

The City's Vision, Mission, and Values set the standard for the organization; establish priorities, uniformity and guidelines; and provide the framework for policy decisionmaking. The Strategic Outcomes were implemented to provide a pathway to achieving the Vision of a city that is safe, healthy, and attractive. This item aligns with Strategic Outcomes No. 1: Safe Community.

RECOMMENDED ACTION

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

MAY 17, 2022

AGREEMENT WITH STUDIO ONE-ELEVEN TO PROVIDE
PROFESSIONAL DESIGN SERVICES FOR PROGRESS PLAZA
EXTERIOR RENOVATION AND AL FRESCO DINING PROJECTS

MOTION IN ORDER:

APPROVE THE AGREEMENT WITH STUDIO ONE-ELEVEN IN THE
AMOUNT OF \$25,000 FOR THE DESIGN OF PROGRESS PLAZA
EXTERIOR RENOVATION PROJECT AND IN THE AMOUNT OF \$240,000
FOR THE DESIGN OF AL FRESCO DINING PROJECT.

MOTION:

MOVED BY: _____

SECONDED BY: _____

☐ APPROVED

☐ DENIED

ROLL CALL VOTE:

AYES: _____

NOES: _____

ABSENT: _____

ABSTAIN: _____



To: Honorable City Council

From: John Moreno, City Manager

By: David Johnson, Community Services
Director/John Carver, Planning Director

Date: May 17, 2022

Subject: PROGRESS PLAZA EXTERIOR RENOVATION AND AL FRESCO DINING PROJECTS – APPROVAL OF AGREEMENT WITH STUDIO ONE-ELEVEN TO PROVIDE PROFESSIONAL DESIGN SERVICES

BACKGROUND

Progress Plaza Exterior Renovations

Funds were allocated in the FY 22 Capital Improvement Budget in the amount of \$25,000 for the design of exterior renovations and improvements at Progress Plaza. These funds will be carried over to the FY 23 Capital Improvement Budget. These improvements, following the recent interior improvements, would provide exterior amenities that would improve access and use of the exterior spaces at Progress Plaza and enhance the overall usability of these spaces. These improvements would not be façade improvements to the building but would be renovations to the outdoor hardscape and landscape spaces.

Al Fresco Dining Projects

In response to the COVID-19 pandemic and the affect it had on the ability of local restaurants to function with closed interior dining areas, the City worked with various local restaurants to create outdoor, or Al Fresco, dining areas. Now that indoor dining restrictions have been removed, restaurants that want to keep their outdoor dining areas must apply for a conditional use permit (CUP). The Planning Department will do an initial evaluation prior to the submittal of a CUP application, to ensure that sufficient parking exists to accommodate outdoor dining areas. To assist these restaurants with this process, the City would provide design assistance for those restaurants that meet code requirements for outdoor dining.

DISCUSSION

Design Services – Progress Plaza

At the November 16, 2021 City Council meeting, staff reported on the Progress Plaza design services that would be provided by Studio One-Eleven. Studio One-Eleven was the design firm for the City's downtown streetscape design and bus shelter renovations. They have also done extensive design work for a variety of LA County and Orange County

cities. Studio One-Eleven submitted a proposal in the amount of \$25,000 to provide the required design services to create conceptual drawings and basic construction documents for the exterior improvements at Progress Plaza.

The two areas they will be re-envisioning are the grass area on the east side of the building off the conference room and the grass area on the south side of the building immediately adjacent to the wood structure outside of the sliding doors off the auditorium.

Design Services – Al Fresco Dining

Staff would also like to use Studio One-Eleven to prepare plans for permanent outdoor dining areas at restaurants. Our goal is to provide plans to restaurants that take into consideration safety and aesthetic issues. The plans would be construction “ready”, and would include things such as barriers around the dining area, types of flooring, design of tables and chairs, and canopies or shade structures over the outdoor dining area. The design of outdoor dining areas will provide safety to diners, will be aesthetically attractive, and will tie into the design of the building where the restaurant is located. Studio One-Eleven’s proposal would include the conceptual design; construction bid documents, including structural engineering; and construction observation for each Al Fresco project.

Funding for this program would come from the American Rescue Plan Act of 2021 (ARPA), and we anticipate providing plans to five or six restaurants. Studio One-Eleven has provided a cost of \$40,000 per Al Fresco project. Staff is anticipating 6 potential Al Fresco projects at local restaurants for a total design cost of \$240,000.

Paramount Municipal Code Section 3.12.080 exempts professional/technical services from bidding requirements. However, since the agreement for design services from Studio One-Eleven is over \$40,000, City Council approval of the agreement is required.

VISION, MISSION, VALUES AND STRATEGIC OUTCOMES

The City’s Vision, Mission, and Values set the standard for the organization; establish priorities, uniformity and guidelines; and provide the framework for policy decision making. The Strategic Outcomes were implemented to provide a pathway to achieving the City’s Vision. This item aligns with Strategic Outcome No. 2: Community Health, No. 3: Economic Health and No. 5: Attractive and Well-Maintained Infrastructure.

RECOMMENDED ACTION

It is recommended that the City Council approve the agreement with Studio One-Eleven, in the amount of \$25,000 for the design of Progress Plaza exterior renovation and in the amount of \$240,000 for the design of up to (6) six Al Fresco Dining projects at \$40,000 per project.

**SERVICE AGREEMENT BY AND BETWEEN THE
CITY OF PARAMOUNT
AND
STUDIO ONE ELEVEN
FOR PROGRESS PLAZA EXTERIOR DESIGN (CIP NO. 9264) AND AL FRESCO
DESIGN SERVICES**

THIS AGREEMENT is made and entered into this 17th day of May, 2022 by and between the CITY OF PARAMOUNT, hereinafter referred to as the "CITY," and STUDIO ONE ELEVEN, 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 design services in connection with the CITY'S project to renovate the exterior use spaces at Progress Plaza and Al Fresco dining projects at various local businesses identified by the City, 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 17th day of May, 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 Community Services or his designee, the CONTRACTOR shall provide all services as detailed in the CONTRACTOR's Proposal dated July 16, 2021 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.

Under the supervision of the Director of Planning or his designee, the CONTRACTOR shall provide all services as detailed in the CONTRACTOR's Proposal dated May 10, 2022 and attached herein as Exhibit "B". In the event of any conflict between the provisions of this AGREEMENT and Exhibit "B," the terms of this AGREEMENT shall prevail.

D. COMPENSATION. During the term of this AGREEMENT, the CITY shall compensate the CONTRACTOR for the services described as detailed in both Exhibit "A" and Exhibit "B". Invoices for payment shall be submitted on a monthly basis and shall be approved by the Director of Community Services or designee for the Progress Plaza Exterior Design, and shall be approved by the Director of Planning or designee for the Al Fresco Design Services.

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 indemnify, hold harmless the 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, but only to the extent caused by the 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 the CONTRACTOR 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: Studio One Eleven
 245 E. 3rd St.
 Long Beach, CA 90802

To the CITY: City of Paramount
 Director of Community Services
 David Johnson
 16400 Colorado Avenue
 Paramount, CA 90723

City of Paramount
Director of Planning
John Carver
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

STUDIO ONE ELEVEN

By: _____
David Johnson, Community
Services Director

By: _____
Kirk Keller,
Senior Studios Director

By: _____
John Carver, Planning
Director

ATTEST:

By: _____
Heidi Luce, City Clerk

APPROVED AS TO FORM:

By: _____
John E. Cavanaugh, City Attorney

Exhibit A



studioneleven

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

STUDIO-111.COM

July 16, 2021

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

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

Dear David:

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

Project Description

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

Assumptions

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

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



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

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

Scope of Services

1. Conceptual Design Site

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

2. Construction Documents

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

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



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

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

3. Permitting / Bidding Assistance

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

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

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

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

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



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

Fee Summary

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

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

Exclusions and Additional Services

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

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



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

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

Client to Provide

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

Terms and Conditions

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



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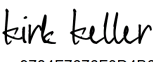
David Johnson
City of Paramount
Progress Park Community Building Outdoor Spaces
Project Number: TBD
July 16, 2021
page 6 of 6

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

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

Sincerely,

Studio One Eleven

DocuSigned by:


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

KK:ct

Attachment

cc: Accounting

Name And License Number Of Architect

Kirk Keller, Licensed Landscape Architect, California #6121

ACCEPTED BY CLIENT CITY OF PARAMOUNT

BY*

David Johnson

NAME (TYPE/PRINTED)

DATE

Community Services Director

TITLE

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


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

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EXHIBIT "A"
SCHEDULE OF FEES
EFFECTIVE JANUARY 2020

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

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

Exhibit B

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



Exhibit B



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May 10, 2022

John Carver
Planning Director
City of Paramount
16400 Colorado Ave., Paramount, CA 90723

RE: Proposal for Design Services – Al Fresco Dining

Dear John:

Thank you for the opportunity to submit this design services proposal. We are pleased to support the City of Paramount (City) in the development of the Al Fresco dining program. The following outlines our strategy for the development of a design, documentation, and construction administration effort.

Scope of Work

The scope will include the design and documentation for up to 6 outdoor dining locations in the City. This proposal assumes that the existing outdoor dining areas are to be converted to more permanent installations with ADA accessible platforms, built-in perimeter barriers and some shade elements. No built-in furniture is expected, and no new dining locations are anticipated in this proposal. It is understood that parking stalls displaced by the current street dining do not need to be replaced and that no roadway, curbs or parking reconfiguration will be required or incorporated into the design. It is anticipated that the City will provide a grant of \$40,000 for each business for construction of outdoor dining.

Outdoor Dining Locations

1. Aji Verde: 8527 Alondra Boulevard, #150. Dining in parking lot – 2-3 stalls occupied. Final number to be determined but no more than width of restaurant lease is expected.
2. Casa Adelita: 8063 Alondra Boulevard. Dining in parking lot. Currently there are multiple tents on east and south sides, the tent south of the ADA parking stalls, covering approx. 3 stalls, is expected to be converted.
3. Tacos and Mariscos Mi Lindo Chuy: 7922 Rosecrans Avenue, Suite G. Dining in parking lot – 2-3 stalls occupied. Final number to be determined but no more than width of restaurant lease is expected.
4. Mariscos El Perihuete: 16600 Paramount Boulevard. Dining in parking lot. Currently there are multiple tents, we would expect the tent on the east side covering 5 stalls will be converted (no decking anticipated/zero curb condition).
5. Mariscos El Viejon: 14121 Paramount Boulevard. Dining in parking lot. Currently there is one tent on the southwest side, we would expect that area covering 3-4 stalls adjacent to the ADA parking stalls will be converted (no decking anticipated/zero curb condition).
6. Pika Tortas Ahogadas: 8111 Rosecrans Avenue, Suite K. Dining in parking lot. Currently there is one tent on the west side, we would expect that area covering 3 stalls will be converted.



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Estimated Project Schedule

- | | |
|---|-----------|
| • Site Analysis and Design | 3 weeks |
| • City Review and City Mtgs with Businesses | 1.5 weeks |
| • Construction Documentation | 3 weeks |
| • Construction Administration | 4 weeks |

Deliverables | Scope of Services

The design and documentation process will consist of the following:

I: Site Analysis and Design (3 weeks)

- Review the al fresco dining existing conditions and locations to understand site opportunities and constraints to be accounted for in the design (i.e., site location, path of travel, adjacent parking, sidewalk areas).
- Establish locations to receive outdoor dining for each restaurant.
- Review feasibility of layout for each location, photo document existing conditions and prepare existing conditions plan and one (1) proposed plan layout (size, shape) for each restaurant.
- Prepare a 'kit of parts' outdoor dining concept package identifying components that can be selected/combined to make each design. The 'kit' will show a prototype that allows for expandability and adaptability so that each dining location is not a custom design but rather a selection of parts to be used. The 'kit' will include up to three (3) types of each part: perimeter protection/ABC rail, shade element and surface treatments/platforms. Include product photos or precedent images. *Note: where outdoor dining is adjacent to raised curbs, within a parking lot, a dining platform will be assumed required for equal access unless an adjacent curb ramp can provide access to the road surface area used for dining.*
- Prepare one (1) 3D vignette to explain 'the kit of parts'.
- S111 to contact manufacturers to obtain costs and lead times for parklet parts used in the kit. Any custom designed elements will be reviewed by a contractor to establish ROM pricing.
- Attend one (1) teleconference meeting with City to review 'kit of parts' concept package and selected dining locations. The City is to use this kit of parts package and dining layout plans to meet with restaurant representatives for review of the kit. Specific businesses may make selections of the parts desired for their own dining area, so long as the selection of parts does not equal a cost greater than the grant and accessibility to the dining is provided for.
- Based on City feedback from the above meeting(s), refine kit of parts and finalize the design of each dining space to be constructed with the kit of parts components.
- Prepare outdoor dining design package to be presented to City for review and approval.
- Attend one (1) meeting via teleconference with City representatives to review final design package.



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II: Construction Documentation (2.5 weeks)

Based on the City approved Parklet Concept Designs prepare documentation package for each outdoor dining area to be constructed that consists of the following:

- Provide a dining site plan drawing including existing adjacent context (within 15 feet), layout of parklet, fixed and loose elements, shade and perimeter treatment, dimensions, and total area (square feet) being occupied.
- Provide customized or pre-manufacturer details of dining platform, perimeter protection, fixed shade elements. Note: It is expected that the City will require some details be stamped by a California registered engineer and is included in the scope and fee.
- Revisions and coordination with City Planning to modify documentation of plan and/or details as determined by City review/department corrections to obtain approval for City bidding and construction.
- City to provide construction permits and coordinate the advertisement of project for bidding, selection, and mobilization of Contractor(s)/Fabricator(s)/Manufacture(s). This is not included in the S111 scope of work.

III: Construction Administration / Observation (up to three weeks of construction period)

- Attend One (1) teleconference meeting with City and the selected contractor to coordinate and review design intent, drawings, and construction timing prior to installation.
- Respond to any requests for information (RFI) by contractor
- Review and respond to of any submittals or shop drawings.
- Coordinate with City and contractor via email and telephone to coordinate on-site observation to confirm parklet fabrication is in general compliance with drawings and design intent.
- Up to three (3) site observation visits are anticipated at the following milestones (it is expected that all outdoor dining will be constructed simultaneously (for example: one dining area per day for a week total duration) therefore each restaurant's dining will be reviewed at the same time:
 1. Hardscape, barrier protection and shade element layout and installation progress.
 2. Project inspection job walk with Contractor and City representative to generate "punch list" items related to compliance with approved documentation package.
- Studio One Eleven will document site observations for City and Contractor review. Observation reports will accompany each field visit and are to confirm general compliance with drawings and design intent and are not construction inspections. Studio One Eleven may recommend rejection of the work failing to conform to the approved documents and specifications and will note site observations / potential conflicts for City and General Contractor review.

Fee Summary

I. Conceptual Design	\$15,900
II. Documentation Package (including structural engineering)	\$17,500
III. Construction Observation	<u>\$ 6,600</u>
Total Fee	\$40,000



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The fee has been prepared based on the scope of work described above. It is understood that should the City's program, scope of work or services be increased due to significant changes, additional fees shall be required. This proposal will be honored for 60 days from the date listed above.

Assumptions

1. City to work with each business or BID to compile paperwork needed for parklet installation (i.e., Insurance forms, liquor license extension into parklet, installation and maintenance agreement) This is not included in the S111 scope of work.
2. It is understood that any processing and review of the parklet program documentation within the City of Paramount will be the responsibility of the Planning Department as the lead agency.
3. There are no building improvements associated with the scope of work.
4. No as-built documents or building survey exists and there is no topographic survey available for the scope of work area.
5. There is no lighting design and Electrical Engineering will not be provided.
6. Irrigation and planting design for any pottery will not be provided.
7. Studio One Eleven will contract directly with Structural Focus (SF) to complete the structural engineering services portion of this proposal.
8. Civil Engineering design or consultant will not be provided.
9. City of Paramount will prepare the invitation to Bid, Bid Schedule and all required contractors bid forms for the project.

Exclusions and Additional Services

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

1. Design associated with additional dining areas beyond scope of work.
2. Project Book Specifications and Bid forms.
3. Street or parking lot improvement plans, traffic control engineering or striping plans.
4. Shop drawings or fabrication documents to be provided by Contractor under separate agreement with City.
5. Attendance at Planning Commission or Design Review Board.
6. City Council meetings/ presentations.
7. Outdoor furniture procurement and design/detailing of fixed furniture.
8. Traffic Control plans.
9. Permanent work within the Right of Way.
10. Electrical engineering, photometric documentation or exterior site lighting.
11. Design, location or selection of public art, signage or graphics.
12. Value engineering and development of alternatives in Construction Documents.
13. Submittal of any plans to the Health Department or Alcohol Beverage Control for review/approval of alcohol use in parklet (to be completed by Restaurant).
14. Construction Change Directives, Addenda or Bulletins after completion of City permitting.



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15. ADA accessibility documentation. The dining areas will be designed for ADA accessibility, but the documentation of existing sidewalk and parking area cross-slope conditions is excluded.
16. MEP engineering - including but not limited to: electrical plans for outdoor lighting, power and gas lines servicing outdoor fire elements.
17. Civil Engineering – including but not limited to: sidewalk and street grading, curb and gutter layout and drainage, sub-surface drainage and utility documentation.
18. Additional meetings, changes to work product at request of City, which conflict with prior approvals, or City directives, or construction contract administration services beyond those included in the scope of work.
19. Preparing documents or providing services in connection with bidding or negotiations with Contractor and City.
20. Review of contractor bids or substitution requests.
21. Attendance at Owner, Architect, Contractor (OAC) meetings on-site during construction phase, unless the meeting coincides with a construction observation visit.
22. Design and construction review services pertaining to Contractor means, methods, techniques, sequences, or procedures required for Contractor to perform their work.
23. Preparation or coordination of Owner as-built drawings or gathering warranties for project close-out.
24. Contracting with any builders or manufacturers for parklet fabrication and installation.
25. Contracting with any engineering, environmental, or other consultants other than noted in this proposal.
26. Site plan marketing exhibits, professional 3D renderings, videos, or other animations.
27. Government fees or permitting expenses.
28. Reimbursable expenses.

City to Provide

1. Final overall project construction budget information (necessary to establish design)
2. Meetings with BID or restaurant representatives
3. Permitting Review and Approval Process.
4. Written approval of Concept Design and Permit Documents prior to proceeding to the next stage of document preparation.



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We would like to thank you for giving us the opportunity to submit a proposal for design services to establish the City of Paramount's AI Fresco Dining Program. It is understood that a formal Agreement for the above referenced services will be issued for signature should you request that we proceed with these services and the scope of services and fees are agreed upon.

Sincerely,

Kirk Keller, ASLA, CLARB, LEED AP
Senior Studio Director, Landscape Architecture
Associate Principal
Studio One Eleven
California Registered Landscape Architect #6121

MAY 17, 2022

ORAL REPORT

SUMMER AND FRIDAY NIGHT PARAMOUNT CONCERT LINEUP AND
NIGHT UNDER THE HAY TREE CULTURAL PERFORMANCE EVENTS



To: Honorable City Council

From: John Moreno, City Manager

By: David Johnson, Community Services Director

Date: May 17, 2022

Subject: SUMMER AND FRIDAY NIGHT PARAMOUNT CONCERT LINEUP AND NIGHT UNDER THE HAY TREE CULTURAL PERFORMANCE EVENTS

This oral report will provide an overview of the upcoming Summer and Friday Night Paramount concert lineup and Night Under the Hay Tree Cultural Performances Events.

MAY 17, 2022

ORAL REPORT

UPDATE ON AIR MONITORING PROGRAM



To: Honorable City Council
From: John Moreno, City Manager
By: John Carver, Planning Director
Date: May 17, 2022

Subject: ORAL REPORT – UPDATE ON AIR MONITORING PROGRAM

This item is an oral report from our air monitoring consultant, T & B Systems, on the City's efforts to monitor hexavalent chromium at various locations in the City. The City Council awarded the contract to T & B Systems in September 2021 for air monitoring services at the following locations:

1. City Hall
2. Minnesota Avenue and Jackson Street
3. Madison Street and Minnesota Avenue
4. Wesley Gaines Elementary School
5. Lincoln Elementary School

Tonight's presentation will provide the City Council with an overview of hexavalent chromium monitoring at these sites.

MAY 17, 2022

APPROVE THE PROFESSIONAL SERVICES AGREEMENT, SCOPE OF WORK, AND BILLING RATES FOR MONITORING OF MITIGATION MEASURES FOR THE SUBSEQUENT ENVIRONMENTAL IMPACT REPORT (SEIR) FOR THE ALTAIR PARAMOUNT, LLC/WORLD ENERGY REFINERY CONVERSION PROJECT

MOTION IN ORDER:

AUTHORIZE THE APPROPRIATION OF PASS-THROUGH FUNDS AND APPROVE THE PROFESSIONAL SERVICES AGREEMENT, INCLUDING THE SCOPE OF WORK AND BILLING RATES, TO MRS ENVIRONMENTAL, INC. TO MONITOR THE IMPLEMENTATION OF THE MITIGATION MEASURES FOR THE SEIR FOR THE ALTAIR PARAMOUNT, LLC/WORLD ENERGY REFINERY CONVERSION PROJECT IN AN AMOUNT NOT TO EXCEED \$100,000 ANNUALLY.

MOTION:

MOVED BY: _____

SECONDED BY: _____

[] APPROVED

[] DENIED

ROLL CALL VOTE:

AYES: _____

NOES: _____

ABSENT: _____

ABSTAIN: _____



To: Honorable City Council
From: John Moreno, City Manager
By: John Carver, Planning Director
Date: May 17, 2022

Subject: APPROVE THE PROFESSIONAL SERVICES AGREEMENT, SCOPE OF WORK, AND BILLING RATES FOR MONITORING OF MITIGATION MEASURES FOR THE SUBSEQUENT ENVIRONMENTAL IMPACT REPORT (SEIR) FOR THE ALTAIR PARAMOUNT, LLC/WORLD ENERGY REFINERY CONVERSION PROJECT

BACKGROUND

This item is a request to approve the Professional Services Agreement and the Scope of Work and Billing Rates to MRS Environmental, Inc. to monitor the implementation of the mitigation measures for the Subsequent Environmental Impact Report (SEIR) for the AltAir Paramount, LLC/World Energy refinery conversion project. On April 11, 2022 the City Council approved the amended conditional use permit (CUP No. 757), and certified the SEIR allowing for the conversion of the refinery from processing petroleum-based products to producing renewable fuels from vegetable oil and animal fat.

The SEIR includes a Mitigation Monitoring and Reporting Program that lists mitigation measures that must be carried out as part of the project. These mitigation measures include:

1. A construction management plan.
2. The use of newer trucks for deliveries (2017 or later).
3. A NOx reduction program.
4. A noise monitoring and management program for construction and operations.
5. A traffic mitigation plan for construction and operations.
6. Restriping southbound Lakewood Boulevard to provide a dedicated left-turn onto Somerset Boulevard.
7. An air quality management plan for construction.
8. Air quality monitoring.
9. Recordkeeping on fuel usage of delivery trucks during operations.

CONSULTANT

Given that MRS Environmental prepared the SEIR and developed the mitigation measures, we propose to contract with MRS Environmental to carry out monitoring of the SEIR mitigation measures. MRS Environmental has more than 30 years of

experience preparing environmental documents, environmental studies, risk assessments, land use regulation, and environmental monitoring. MRS Environmental has worked on numerous gas and oil-related projects throughout the State of California, and has extensive experience working on projects in the South Coast Air Quality Management District region. As environmental consulting services are considered a professional service, this agreement with MRS Environmental is exempt from bidding according to Section 3.12.080 of the Paramount Municipal Code (policies and procedures for purchasing supplies and equipment and for procuring professional services). MRS Environmental has provided a cost not to exceed \$100,000 annually to monitor the mitigation measures. The City will be fully reimbursed by AltAir/World Energy for these costs. The Professional Services Agreement and the Scope of Work and Billing Rates are attached.

VISION, MISSION, VALUES, AND STRATEGIC OUTCOMES

The City's Vision, Mission, and Values set the standard for the organization; establish priorities, uniformity, and guidelines; and provide the framework for policy decisionmaking. The Strategic Outcomes were implemented to provide a pathway to achieving the Vision of a city that is safe, healthy, and attractive. This item aligns with Strategic Outcomes No. 3: Economic Health; and No. 4: Environmental Health.

RECOMMENDED ACTION

It is recommended that the City Council authorize the appropriation of pass-through funds and approve the Professional Services Agreement, including Scope of Work and Billing Rates, to MRS Environmental, Inc. to monitor the implementation of the mitigation measures for the SEIR for the AltAir Paramount, LLC/World Energy refinery conversion project in an amount not to exceed \$100,000 annually.

AGREEMENT FOR PROFESSIONAL SERVICES

TO MONITOR MITIGATION MEASURES FOR THE ALTAIR PARAMOUNT, LLC SUBSEQUENT ENVIRONMENTAL IMPACT REPORT

This AGREEMENT is entered into this ____ day of _____, 2022, by and between the CITY OF PARAMOUNT, a general law city a municipal corporation ("CITY") and MRS ENVIRONMENTAL INC. (MRS) ("CONSULTANT").

RECITALS

- A. The City desires to engage Consultant to monitor mitigation measures related to the Subsequent Environmental Impact Report (SEIR) for the AltAir Renewable Fuels Project proposed by ALTAIR PARAMOUNT LLC.
- B. The City does not have the personnel able and/or available to perform the services required under this agreement and therefore, the City desires to contract for consulting services to accomplish this work.
- C. The Consultant warrants to the City that it has the qualifications, experience and facilities to perform properly and timely the services under this Agreement.
- D. The City desires to contract with the Consultant to perform the services as described in Attachment A of this Agreement.

NOW, THEREFORE, based on the foregoing recitals, the City and the Consultant agree as follows:

1. CONSIDERATION AND COMPENSATION

- A. As partial consideration, CONSULTANT agrees to perform the work listed in the SCOPE OF WORK, attached as Attachment A.
- B. As additional consideration, CONSULTANT and CITY agree to abide by the terms and conditions contained in this Agreement.
- C. As additional consideration, CITY agrees to pay CONSULTANT an estimated cost of \$100,000.00 for CONSULTANT's services, based on hourly rates and estimated expenses identified in Attachment A, unless otherwise specified by written amendment to this Agreement. City Manager is authorized to allow an additional amount not to exceed twenty percent (20%) of the total estimated amount under this Agreement.

- D. No additional compensation shall be paid for any other expenses incurred, unless first approved by the Planning Director or his/her designee.
- E. CONSULTANT shall submit monthly invoices to CITY. CITY shall pay CONSULTANT all uncontested amounts set forth in CONSULTANT's invoice within 30 days after it is received.

2. SCOPE OF SERVICES.

- A. CONSULTANT will perform the services and activities set forth in the SCOPE OF WORK attached hereto as Attachment A and incorporated herein by this reference.
- B. Except as herein otherwise expressly specified to be furnished by CITY, CONSULTANT will, in a professional manner, furnish all of the labor, technical, administrative, professional and other personnel, all supplies and materials, equipment, printing, vehicles, transportation, office space, and facilities necessary or proper to perform and complete the work and provide the professional services required of CONSULTANT by this Agreement.

3. PAYMENTS. For CITY to pay CONSULTANT as specified by this Agreement, CONSULTANT must submit an invoice to CITY which lists the person and time expended by major task, a description of the specific tasks performed during the invoice period in accordance with the schedule of compensation incorporated in "Attachment A."

4. TIME OF PERFORMANCE. The services of the CONTRACTOR are to commence upon receipt of a notice to proceed from the CITY and shall continue until all authorized work is completed to the CITY's reasonable satisfaction, in accordance with the schedule incorporated in "Attachment A," unless extended in writing by the CITY.

5. FAMILIARITY WITH WORK. By executing this Agreement, CONSULTANT represents that CONSULTANT has (a) thoroughly investigated and considered the scope of services to be performed; (b) carefully considered how the services should be performed; and (c) understands the facilities, difficulties, and restrictions attending performance of the services under this Agreement.

6. KEY PERSONNEL. CONSULTANT's key persons assigned to perform Project Management efforts under this Agreement are Luis Perez and Greg Chittick. CONSULTANT shall not assign other persons to be in charge of the work contemplated by this Agreement without the prior written authorization of the City.

7. **TERM OF AGREEMENT.** The term of this Agreement shall commence upon execution by both parties and shall continue on an annual basis for the duration of the AltAir Renewable Fuels project, unless earlier termination occurs under Section 11 of this Agreement, or this Agreement is extended in writing in advance by both parties.
8. **CHANGES.** CITY may order changes in the services within the general scope of this Agreement, consisting of additions, deletions, or other revisions, and the contract sum and the contract time will be adjusted accordingly. All such changes must be authorized in writing, executed by CONSULTANT and CITY. The cost or credit to CITY resulting from changes in the services will be determined in accordance with written agreement between the parties.
9. **TAXPAYER IDENTIFICATION NUMBER.** CONSULTANT will provide CITY with a Taxpayer Identification Number.
10. **PERMITS AND LICENSES.** CONSULTANT will obtain and maintain during the term of this Agreement all necessary permits, licenses, and certificates that may be required in connection with the performance of services under this Agreement.
11. **TERMINATION.**
 - A. Except as otherwise provided, CITY may terminate this Agreement at any time with or without cause. Notice of termination shall be in writing.
 - B. CONSULTANT may terminate this Agreement. Notice will be in writing at least 60 days before the effective termination date.
 - C. In the event of such termination, the CONTRACTOR shall cease services as of the date of termination, and all finished or unfinished documents, data, drawings, maps, and other materials prepared by CONSULTANT shall, at CITY's option, become CITY's property, and CONSULTANT will receive just and equitable compensation for any work satisfactorily completed up to the effective date of notice of termination.
12. **INDEMNIFICATION.**
 - A. CONSULTANT shall indemnify, defend with counsel approved by CITY, and hold harmless CITY, its officers, officials, employees and volunteers from and against all liability, loss, damage, expense, and cost of every nature arising out of or resulting from CONSULTANT's negligent or wrongful performance of work hereunder or its failure to comply with any of its obligations contained in this AGREEMENT, regardless of CITY'S passive negligence, but excepting such loss or damage which is caused by the sole active negligence or willful misconduct of the CITY.

- B. The requirements as to the types and limits of insurance coverage to be maintained by CONSULTANT as required by Section 17, and any approval of said insurance by CITY, are not intended to and will not in any manner limit or qualify the liabilities and obligations otherwise assumed by CONSULTANT pursuant to this Agreement, including, without limitation, to the provisions concerning indemnification.
- 13. ASSIGNABILITY.** This Agreement is for CONSULTANT's professional services. CONSULTANT's attempts to assign the benefits or burdens of this Agreement without CITY's written approval are prohibited and will be null and void.
- 14. INDEPENDENT CONTRACTOR.** CITY and CONSULTANT agree that CONSULTANT will act as an independent contractor and will have control of all work and the manner in which is it performed. CONSULTANT will be free to contract for similar service to be performed for other employers while under contract with CITY. CONSULTANT is not an agent or employee of CITY and is not entitled to participate in any pension plan, insurance, bonus or similar benefits CITY provides for its employees. Any provision in this Agreement that may appear to give CITY the right to direct CONSULTANT as to the details of doing the work or to exercise a measure of control over the work means that CONSULTANT will follow the direction of the CITY as it relates to the end results of the work only.
- 15. AUDIT OF RECORDS.**
- A. CONSULTANT agrees that CITY, or designee, has the right to review, obtain, and copy all records pertaining to the performance of this Agreement. CONSULTANT agrees to provide CITY, or designee, with any relevant information requested and will permit CITY, or designee, access to its premises, upon reasonable notice, during normal business hours for the purpose of interviewing employees and inspecting and copying such books, records, accounts, and other material that may be relevant to a matter under investigation for the purpose of determining compliance with this Agreement. CONSULTANT further agrees to maintain such records for a period of three (3) years following final payment under this Agreement.
- B. CONSULTANT will keep all books, records, accounts and documents pertaining to this Agreement separate from other activities unrelated to this Agreement.
- 16. CORRECTIVE MEASURES.** CONSULTANT will promptly implement any corrective measures required by CITY regarding the requirements and obligations of this Agreement. CONSULTANT will be given a reasonable amount of time as determined by the City to implement said corrective measures. Failure of CONSULTANT to implement required corrective measures shall result in immediate termination of this Agreement.

17. INSURANCE REQUIREMENTS.

- A. The CONSULTANT, at the CONSULTANT's own cost and expense, shall procure and maintain, for the duration of the contract, the following insurance policies:
1. Workers Compensation Insurance as required by law. The Consultant shall require all subcontractors similarly to provide such compensation insurance for their respective employees. Any notice of cancellation or non-renewal of all Workers' Compensation policies must be received by the CITY at least thirty (30) days prior to such change. The insurer shall agree to waive all rights of subrogation against the CITY, its officers, agents, employees, and volunteers for losses arising from work performed by the CONTRACTOR for City.
 2. General Liability Coverage. The CONSULTANT shall maintain commercial general liability insurance in an amount of not less than one million dollars (\$1,000,000) per occurrence for bodily injury, personal injury, and property damage. If a commercial general liability insurance form or other form with a general aggregate limit is used, either the general aggregate limit shall apply separately to the work to be performed under this Agreement or the general aggregate limit shall be at least twice the required occurrence limit.
 3. Automobile Liability Coverage. The CONSULTANT shall maintain automobile liability insurance covering bodily injury and property damage for all activities of the CONSULTANT arising out of or in connection with the work to be performed under this Agreement, including coverage for owned, hired, and non-owned vehicles, in an amount of not less than one million dollars (\$1,000,000) combined single limit for each occurrence.
 4. Professional Liability Coverage. Professional liability insurance appropriate to the Consultant's profession. This coverage may be written on a "claims made" basis and must include coverage for contractual liability. The professional liability insurance required by this Agreement must be endorsed to be applicable to claims based upon, arising out of or related to services performed under this Agreement. The insurance must be maintained for at least 3 consecutive years following the completion of Consultant's services or the termination of this Agreement. During this additional 5-year period, Consultant shall annually and upon request of the City submit written evidence of this continuous coverage.
- B. Endorsements. Each general liability, automobile liability and professional liability insurance policy shall be issued by a financially responsible insurance company or companies admitted and authorized to do business in the State of California, or which is approved in writing by City, and shall be endorsed as follows.

- C. The CONSULTANT shall provide certificates of insurance with original endorsements to the CITY as evidence of the insurance coverage required herein. Certificates of such insurance shall be filed with the CITY on or before commencement of performance of this Agreement. Current certification of insurance shall be kept on file with the CITY at all times during the term of this Agreement.
- D. Failure on the part of the CONSULTANT to procure or maintain required insurance shall constitute a material breach of contract under which the CITY may terminate this Agreement pursuant to Section 11 above.
- 18. USE OF OTHER CONSULTANTS.** CONSULTANT must obtain CITY's prior written approval to use any consultants while performing any portion of this Agreement. Such approval must include approval of the proposed consultants and the terms of compensation. Consultant (Resume of key staff included in Appendix A) is deemed approved by City and no additional written authorization is required.
- 19. FINAL PAYMENT ACCEPTANCE CONSTITUTES RELEASE.** The acceptance by the CONSULTANT of the final payment made under this Agreement shall operate as and be a release of the CITY from all claims and liabilities for compensation to the CONSULTANT for anything done, furnished or relating to the CONSULTANT'S work or services. Acceptance of payment shall be any negotiation of the CITY'S check or the failure to make a written extra compensation claim within ten (10) calendar days of the receipt of that check. However, approval or payment by the CITY shall not constitute, nor be deemed, a release of the responsibility and liability of the CONSULTANT, its employees, sub-consultants and agents for the accuracy and competency of the information provided and/or work performed; nor shall such approval or payment be deemed to be an assumption of such responsibility or liability by the CITY for any defect or error in the work prepared by the Consultant, its employees, sub-consultants and agents.
- 20. NOTICES.** All communications pertaining to this Agreement to either party by the other party will be deemed made when received by such party at its respective name and mailing or email address as follows and receipt of communication is acknowledged in writing or by email:

City: City of Paramount
16400 Colorado Ave.
Paramount, CA 90723
(562) 220-2048
Attention: John Carver, Planning Director

Consultant: MRS Environmental Inc.
1306 Santa Barbara St.
Santa Barbara, CA 93101
(805) 289-3930
Attention: Luis Perez, Vice President

Changes may be made in the names or addresses of persons to whom notices are to be given by giving notice in the manner prescribed in this paragraph.

21. **INTERPRETATION.** This Agreement was drafted in and will be construed in accordance with the laws of the State of California, and exclusive venue for any action involving this agreement will be in Los Angeles County.
22. **ENTIRE AGREEMENT.** This Agreement, and its Attachments, sets forth the entire understanding of the parties. There are no other understandings, terms or other agreements expressed or implied, oral or written.
23. **RULES OF CONSTRUCTION.** Each Party had the opportunity to independently review this Agreement with legal counsel. Accordingly, this Agreement will be construed simply, as a whole, and in accordance with its fair meaning; it will not be interpreted strictly for or against either Party.
24. **AUTHORITY/MODIFICATION.** The Parties represent and warrant that all necessary action has been taken by the Parties to authorize the undersigned to execute this Agreement and to engage in the actions described herein. This Agreement may be modified by written amendment with signatures of all parties to this Agreement. CITY's Planning Director, or designee, may execute any such amendment on behalf of CITY.
25. **ACCEPTANCE OF ELECTRONIC SIGNATURES.** The Parties agree that this Contract, agreements ancillary to this Contract, and related documents to be entered into in connection with this Contract will be considered signed when the signature of a party is delivered by scanned and delivered via electronic mail. Such facsimile or electronic mail copies will be treated in all respects as having the same effect as an original signature.
26. **FORCE MAJEURE.** Should performance of this Agreement be impossible due to fire, flood, explosion, war, embargo, government action, civil or military authority, the natural elements, or other similar causes beyond the Parties' control, then the Agreement will immediately terminate without obligation of either party to the other.
27. **TIME IS OF ESSENCE.** Time is of the essence to comply with dates and schedules to be provided.

28. **ATTORNEY'S FEES.** The parties hereto acknowledge and agree that each will bear his or its own costs, expenses and attorneys' fees arising out of and/or connected with the negotiation, drafting and execution of the Agreement, and all matters arising out of or connected therewith except that, in the event any action is brought by any party hereto to enforce this Agreement, the prevailing party in such action shall be entitled to reasonable attorneys' fees and costs in addition to all other relief to which that party or those parties may be entitled.
29. **STATEMENT OF EXPERIENCE.** By executing this Agreement, CONSULTANT represents that it has demonstrated trustworthiness and possesses the quality, fitness and capacity to perform the Agreement in a manner satisfactory to CITY. CONSULTANT represents that its financial resources, surety and insurance experience, service experience, completion ability, personnel, current workload, experience in dealing with private consultants, and experience in dealing with public agencies all suggest that CONSULTANT is capable of performing the proposed contract and has a demonstrated capacity to deal fairly and effectively with and to satisfy a public agency.
30. **OWNERSHIP OF DOCUMENTS.** It is understood and agreed that the City shall own all documents and other work product of the Consultant, except the Consultant's notes and workpapers, which pertain to the work performed under this Agreement. The City shall have the sole right to use such materials in its discretion and without further compensation to the Consultant, but any re-use of such documents by the City on any other project without prior written consent of the Consultant shall be at the sole risk of the City. Documents belonging to the City shall be transmitted to the City immediately and without delay upon any termination of this Agreement.
31. **DISCLOSURE REQUIRED.** (City and Consultant initials required for one of the following paragraphs)

By their respective initials next to this paragraph, City and Consultant hereby acknowledge that Consultant is a "consultant" for the purposes of the California Political Reform Act because Consultant's duties would require him or her to make one or more of the governmental decisions set forth in Fair Political Practices Commission Regulation 18701(a)(2) or otherwise serves in a staff capacity for which disclosure would otherwise be required were Consultant employed by the City. Consultant hereby acknowledges his or her assuming-office, annual, and leaving-office financial reporting obligations under the California Political Reform Act and the City's Conflict of Interest Code and agrees to comply with those obligations at his or her expense. Prior to consultant commencing services hereunder, the City's Manager shall prepare and deliver to consultant a memorandum detailing the extent of Consultant's disclosure obligations in accordance with the City's Conflict of Interest Code.

City Initials _____

Consultant Initials _____

OR

By their initials next to this paragraph, City and Consultant hereby acknowledge that Consultant is not a “consultant” for the purpose of the California Political Reform Act because Consultant’s duties and responsibilities are not within the scope of the definition of consultant in Fair Political Practice Commission Regulation 18701(a)(2)(A) and is otherwise not serving in staff capacity in accordance with the City’s Conflict of Interest Code.

City Initials _____

Consultant Initials _____

IN WITNESS WHEREOF the parties hereto have executed this contract the day and year first hereinabove written.

CITY OF PARAMOUNT

VILMA CUELLAR STALLINGS, MAYOR

CONSULTANT:
MRS Environmental Inc.

By: _____
Name: Luis F. Perez
Title: Vice President

ATTACHMENT A



March 31, 2022

John Carver
Planning Director | City of Paramount
16400 Colorado Avenue
Paramount, CA 90723
562.220.2048
jcarver@paramountcity.com

Re: Altair Project Monitoring and Compliance Services Scope of Work & Billing Rates

Dear John:

MRS Environmental, Inc. is pleased to submit this Scope of Work and Billing Rates for providing the City with Technical Services related to Project mitigation monitoring and compliance document review, specifically for the AltAir Refinery Renewable Fuels Project. The billing rate structure provides rates for the multiple staff members that could participate in this effort.

MRS Environmental is well qualified to assist the City. MRS Environmental has prepared numerous CEQA documents, including the Altair Refinery SEIR. MRS Environmental has a long history of working with other area agencies, including the South Coast AQMD, Los Angeles County, the City of Los Angeles, the City of Carson, the City of Hermosa Beach, the City of Whittier, as well as state agencies such as the California State Lands Commission, the California Coastal Commission, the California Energy Commission and others.

MRS Environmental also has extensive experience not only in providing CEQA analysis, but also with in-field monitoring of permit conditions and CEQA compliance after the completion of the CEQA and permitting process. MRS Environmental currently provides weekly in-field inspections at the Baldwin Hills Oil Field in Inglewood as part of a long term, multi-year contract with the County of Los Angeles that has been ongoing for over 10 years. We also provide a team of in-field monitors for oversight at the Guadalupe Dunes facility representing a range of local and state agencies for oversight of the Guadalupe Dunes cleanup construction project, ongoing for over 15 years. MRS also serves as the Petroleum Administrator for the City of Carson providing yearly monitoring, audits and compliance services.

MRS Environmental also has extensive in-field experience utilizing air monitoring capabilities (using handheld monitors for VOC, hydrogen sulfide, BTEX and a range of pollutants), met station and air monitor station setup and calibration, and noise monitoring utilizing Level I noise monitoring equipment by Larsen Davis.

MRS Environmental is intimately familiar with the details of the Altair Project, having worked closely with the City and the Applicant on the preparation of the SEIR; the South Coast AQMD on reviewing the SEIR submittals and permit materials; review of the detailed noise calculations as part of the SEIR submitted by the Applicant; as well as having a good working relationship with City and Altair gained through the multi-year SEIR process.

MRS Environmental's extensive capabilities in computer modeling, including modeling of air quality impacts and health risks (using HARP2 and AERMOD), hazardous materials accident modeling (using CANARY[®] software), and noise modeling using the SoundPlan[®] software, the same modeling software used by AltAir for the SEIR, makes it excellently positioned to review plans and requirements associated with the SEIR mitigation.

SEIR Mitigation Requirements

The SEIR details multiple mitigation measures that will require plan review as well as in-field inspection and in-field spot checks. The table at the end of this letter provides a listing of the mitigation measures and their associated review requirements. Some of these are listed below.

- **Noise Assessment:** Altair is required (Mitigation Measure N-2b) to provide a noise assessment that demonstrates design features capable of reducing all noise levels in the community to below the municipal code and acceptable daily average levels. This assessment will need to be reviewed for technical accuracy and applicability.
- **Noise Monitoring Plan:** Altair is also required (Mitigation Measure N-1b and N-2a) to provide a noise monitoring plan that will detail the monitoring efforts that will be used to ensure operations do not produce noise levels exceeding the municipal code. This plan will need to be reviewed and then implemented, and then additional in-field efforts will be needed to ensure that monitors are placed appropriately and maintained and calibrated. The results of the monitoring will also need to be reviewed to ensure accuracy and acceptability.
- **Noise Management Plan:** Altair will also provide (mitigation measure N-1b) a noise management plan associated with construction with a number of measures meant to ensure the construction does not produce unnecessary impacts to the community. This plan will need to be reviewed and in-field inspected to ensure compliance.
- **Air Quality Construction Management Plan:** Altair is also required (mitigation measure AQ-1a) to implement a number of air quality measures during construction as detailed in a construction management plan, that will address traffic, truck certifications, air quality and a range of other issues. This plan will need to be reviewed and in-field inspections periodically to ensure compliance.
- **Air Quality Monitoring:** as part of the NOx reduction plan, Altair is required to install an air monitor at the school, distribute filters and work with the school district. The air monitor will need to be review and operational characteristics (placement, calibration, etc.) will need to be reviewed and in-field inspected to ensure compliance. In addition, compliance with AQMD plans, such as the fugitive dust plan, will need to be in-field inspected to ensure minimum impacts to neighboring businesses and residences.
- A number of other requirements, such as roadway striping, light shielding, are required by the mitigation measures that will need to be in-field inspected. In addition, conditions of

March 31, 2022

Mr. John Carver

approval adopted by the City Council might contain additional requirements that MRS Environmental would be able to assist the City in ensuring compliance.

In addition, MRS Environmental will work with the current City inspectors to ensure consistency with City protocols and coordination as the City has expertise in project compliance and duplication of efforts is not desired.

Costing: The MRS rate structure is shown below. Annual costs of the contract are not expected to exceed \$100,000, and would be dependent on the level of review needed and the level of compliance obtained from the applicant, which may vary. MRS would bill the City monthly on a time and materials basis.

Thank you again for considering MRS Environmental's capabilities in continuing to work with the City of Paramount on ensuring compliance and review of documents related to the upcoming AltAir Refinery Project. Our brochure showing the wide range of our capabilities is also attached for your reference. If you have any questions, please do not hesitate to give me a call at 805.289.3924.

Best Regards,



Greg Chittick
Principal, Senior Engineer and Project Manager

MRS Environmental Commercial, State and Local Government Billing Rates (2022/2023)

Category	Areas of Expertise	Rate, \$/hour	Staff Name
Principal I	Air Quality, Noise, Hazardous Materials, Project Management	\$200	Chittick
Principal I	CEQA and Land Use, Project Management	\$200	Perez
Principal II	Biology, Botany in-field compliance	\$190	Mullen
Principal III	Air Quality, in-field compliance, geology, water quality	\$180	Dusette
Scientist I	GIS, Modeling, Environmental Sciences	\$150	Trezza
Senior Biologist/Botanist	Biology, Botany	\$150	Brown

SEIR Mitigation Monitoring Plan, Plan Reviews and In-Field Monitoring

MM #	MM Title	Monitoring/ Reporting Action	Timing & Method of Verification	City Responsibility	Applicant Responsibilities	Plan Review	In-Field Inspection
A-4a	Light Shielding	Provide appropriate light shielding for any new lighting equipment.	Prior to and during construction and operation.	City review and approval. City monitors compliance.	Provide light shielding for new lighting equipment. Submit the plan for lighting to the Chief Building Official for review and approval prior to the issuance of permits.	Yes	Yes
AQ-1a	Construction Management Program	Maintain a Construction Management Program for the Project that shall incorporate the mitigation measures and Best Management Practices AQ-1a-1 through AQ-1a-12.	During construction.	City of Paramount and the City of Bellflower (as applicable for construction activities located within the City of Bellflower) monitor compliance.	Maintain a Construction Management Program for the Project that shall incorporate the mitigation measures and Best Management Practices AQ-1a-1 through AQ-1a-12.	Yes	Yes
AQ-2a	Newer Trucks	The Applicant shall require that all contracts with trucking companies specify the required use of 2017 model year trucks or newer in order to reduce NOx emissions.	During operation.	City monitors compliance.	Require that all contracts with trucking companies specify the required use of 2017 model year trucks or newer in order to reduce NOx emissions.	Yes	In Field Spot Checks of trucks
AQ-2b	NOx Reduction Program	The Applicant shall provide the NOx Reduction Program	During construction and operation.	City of Paramount, School District and the City of Bellflower review and approval.	Develop the plan and implement measures in the community to	Yes	Yes

MM #	MM Title	Monitoring/ Reporting Action	Timing & Method of Verification	City Responsibility	Applicant Responsibilities	Plan Review	In-Field Inspection
		Plan to reduce NOx emissions.		City of Paramount, School District and the City of Bellflower monitor compliance.	reduce regional and local emissions.		
AQ-5a	Recordkeeping	Monitor and maintain records on fuel usage, Higher Heating Values, data on truck and rail trips, and other metrics required to estimate emissions on an annual basis.	During operation.	City and South Coast AQMD monitor compliance.	Monitor and maintain records on fuel usage, Higher Heating Values, data on truck and rail trips, and other metrics required to estimate emissions on an annual basis for at least three years.	Yes	In Field Spot Checks
HM-Cum1	Coordination with LA Metro	Coordinate with LA Metro on the Project and WSAB project construction prior to any permit issuance. Provide communications and evidence of coordination with LA Metro prior to any permit issuance.	Prior to and during construction.	City review and approval. City staff to monitor implementation.	Coordinate with LA Metro on the Project and WSAB project construction prior to any permit issuance. Obtain clearance from LA Metro prior to any permit issuance.	Review coord efforts	No
N-1a	Daytime Limits	Perform construction activities only during the daytime hours between the hours of 7:00 a.m. and 8:00 p.m..	During construction.	City monitors compliance.	Perform construction activities only between the hours of 7:00 a.m. and 8:00 p.m. Place signage with the restriction at the construction site.	Yes	Periodic spot checks
N-1b	Noise Monitoring and	Produce a Noise Monitoring and	Prior to and during construction.	City review of the Noise Monitoring	Produce a Noise Monitoring and	Yes	Yes

MM #	MM Title	Monitoring/ Reporting Action	Timing & Method of Verification	City Responsibility	Applicant Responsibilities	Plan Review	In-Field Inspection
	Management Plan	Management Plan for Project construction.		and Management Plan. City monitors compliance.	Management Plan for construction.		Review monitor locations
N-2a	Noise Assessment	Provide a detailed noise assessment.	Prior to operations.	City monitors compliance. School District to also review noise assessment prior to permit issuance.	Provide a detailed noise assessment indicating that Project operational noise will not exceed a 3 dBA increase at the areas to the north of the refinery.	Yes	No
N-2b	Noise Monitoring and Management Plan	Submit to the City a Noise Monitoring and Management Plan that outlines procedures for regular noise monitoring of refinery operations and procedures for minimizing noise to nearby residential areas.	Prior to operations.	City review and approval of the Noise Monitoring and Management Plan. School District to also review noise monitoring plan prior to permit issuance. City review of noise monitoring results.	Submit to the City a Noise Monitoring and Management Plan prior to permit issuance. Conduct monitoring within one month of operations commencing and report results to City.	Yes	Yes. Review monitor locations
N-2c	Railroad Noise Reduction Measures	Ensure implementation of limited train operations to daytime hours.	During operation.	City monitors compliance.	Work with railroad operator to implement limited train operations along the 1-mile connection.	Review coord efforts	No
T-1a	Lakewood Blvd. Restriping	Provide funding and coordination to the cities of Paramount and Bellflower to restripe the Lakewood Blvd. southbound lane to	Prior to construction.	City of Paramount and City of Bellflower monitor compliance.	Provide funding and coordination to the cities of Paramount and Bellflower to restripe the Lakewood Blvd. southbound lane to	No	No Review final striping

MM #	MM Title	Monitoring/ Reporting Action	Timing & Method of Verification	City Responsibility	Applicant Responsibilities	Plan Review	In-Field Inspection
		have a dedicated right turn lane on to Somerset Blvd.			have a dedicated right turn lane on to Somerset Blvd.		
T-3a	Traffic Management Plan	Prepare and implement Construction and Operations Traffic Management Plan.	Prior to and during construction and operation.	City of Paramount and City of Bellflower monitor compliance.	Prepare and implement Construction and Operations Traffic Management Plan.	Yes	In Field Spot Checks
TC-1a	Retain a Native American Monitor/Consultant	Retain an approved tribal monitor/consultant, or qualified archaeologist if the tribal monitor is unavailable, on-site during ground disturbing construction to complete daily monitoring logs.	During construction.	City monitors compliance.	Retain and compensate for the services of a tribal monitor/consultant, or qualified archaeologist if the tribal monitor is unavailable, for the duration of ground disturbing construction activities.	No	No
TC-1b	Unanticipated Discovery of Tribal Cultural or Archaeological Resources Procedures	Cease work in the vicinity of the find until find is assessed by archaeologist and tribal monitor. Follow CEQA Guidelines Section 15064.5(f) if required.	During construction.	City monitors compliance.	Cease work in the vicinity of the find until find is assessed by archaeologist and tribal monitor. Comply with any additional mitigation.	No	No
TC-3a	Unanticipated Discovery of Human Remains Procedures	Divert work. Notify the Tribe, the qualified lead archaeologist, the construction manager, and the County Coroner.	During construction.	City monitors compliance.	Divert work and establish exclusion zone around discovery location. Report to County Coroner. Follow PRC 5097.98 if required.	No	No



mrs

Environmental Consultants

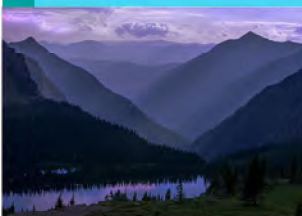
Environmental consulting services based out of Santa Barbara, California.

mrs offers nearly 30 years of industry experience in construction, oil and gas, marine facilities and transportation.

Technical experts at **mrs** are highly qualified and specialize in services within a range of multi-disciplinary issue areas including: system safety and risk of upset, air quality, water quality, noise, land use, aesthetics, biological resources, and fire protection.

mrs is committed to the submission of on-time, high quality deliverables to clients and is experienced in everything from developing remediation action plans to monitoring site compliance and code updates/development.

mrs consistently meets scheduling and budgetary constraints and has successfully implemented Project Management programs for projects ranging in scale and complexity in support of decision-making by City Councils, County Supervisors, and for State and Federal presentations and testimony.



Our consultants are experts in **CEQA Analysis**, with extensive experience completing EIRs, MNDs and NDs for a range of projects. MRS staff has prepared more than 100 environmental reviews and technical studies, with extensive experience testifying before decision makers in CEQA case law. Our core competencies include technical analysis of issue areas including hazardous materials, land use planning, air quality, biology, geology, noise, traffic, decommissioning of oil and gas facilities, and more.

Experience in **Land Use Planning**, permitting, development of mitigation measures and permit conditions, and public presentations. Broad experience with City of Goleta and Santa Barbara County permit applications, land use plans and policies, ordinances, and environmental thresholds. Knowledgeable of Santa Barbara Air Pollution Control District rules, regulations, policies, and threshold and rule development projects.



Mitigation Monitoring Programs:

Development and implementation of CEQA-related mitigation monitoring programs, including in-field monitoring to ensure compliance, reporting requirements, database development, in-field systems to ensure 24-hour compliance.

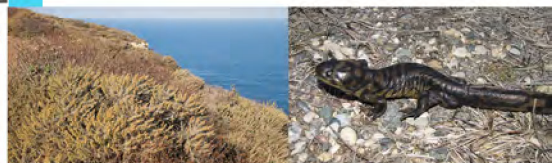


Construction Monitoring:

Experience monitoring construction site activities for compliance with conditions of approval, regulatory requirements, storm water requirements, dust and air quality requirements and CEQA related mitigation measures.



Risk Assessments: Expertise in the application of quantitative risk assessments, including hazardous materials releases, impacts to workers and the public, transportation risk assessments, highway and rail transportation of hazardous materials. Spill risk assessments of hazardous material pipelines, truck, rail and marine transportation situations.



Biological Monitoring: Extensive experience with biological impact analysis and mitigation monitoring with specialties in wetland delineation, sensitive species, habitat restoration and restoration monitoring botanical and wildlife surveys and agency coordination.





Air Quality Health Risk Assessments Modeling:

Extensive experience in conducting health risk assessment modeling utilizing CARB OEHHA models, including HARP2 and AERMOD. Experience developing and implementing mitigation measures to ensure compliance with thresholds and regulatory requirements, and with compliance with district health risk assessment guidelines.

Regulatory & Code Development:

Experience in the development of environmental thresholds land use ordinances and for City, County and regional governmental agencies, including the development of a County Community Standards District for oil and gas, updating a City ordinance for oil and gas, updating a County air quality thresholds document, and assisting an air pollution control district with GHG threshold and guidance documentation.



Noise Monitoring and Compliance:

In-field monitoring of noise issues, with both short-term and long-term monitoring capabilities. Utilizes Larsen-Davis type-I meters with monitoring of acoustic parameters and sound recording to correlate noise sources.



Noise Assessments Modeling:

Modeling of noise impacts using SoundPlan modeling software, to assess the potential noise impacts of proposed projects and activities. Accounts for terrain, meteorological effects as well as acoustic band analysis.



Traffic Analysis: Experience in conducting traffic analysis, utilizing the Highway Capacity Manual and Software, to access levels of service impacts and miles traveled associated with CEQA significance criteria. In-house capabilities for smaller projects and access to sub-consultants for larger projects utilizing established modeling software.



mrs

1306 Santa Barbara Street
Santa Barbara, CA 93101
Ph: 805.289.3920

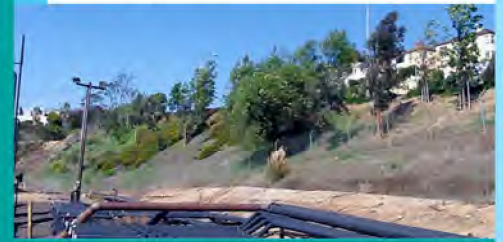
Lighting Assessments:

Conducting lighting assessments to determine the extent of lighting spillover effects and dark sky compliance.



Aesthetic and Landscaping Issues:

Assessing the effects of project changes on visually sensitive resources in addition to the selection of landscaping systems and use of appropriate native-type, drought tolerant plant palettes, as well as developing visual simulations.



mrs clients have included:

