



## PUBLIC PARTICIPATION NOTICE

Public Participation Accessibility for the City Council, Successor Agency for the Paramount Redevelopment Agency and Paramount Housing Authority meetings scheduled for **June 21, 2022**.

### **In-person Attendance:**

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

### **View the City Council meeting live stream:**

- YouTube Channel <https://www.youtube.com/user/cityofparamount>

### **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](mailto:crequest@paramountcity.com)**

E-mail public comments must be received by **4:30 p.m. on Tuesday, June 21, 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.

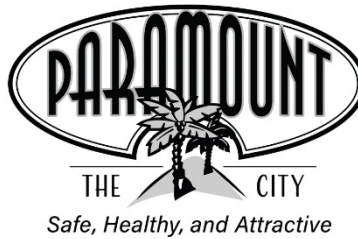
- **Teleconference: (562) 220-2225**

Participants wishing to address the City Council by teleconference should call City Hall at **(562) 220-2225** by **4:30 p.m. on Tuesday, June 21, 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  
June 21, 2022



Adjourned Meeting  
Progress Park Plaza  
15500 Downey Avenue, Paramount  
5:00 p.m.

City of Paramount

16400 Colorado Avenue ❖ Paramount, CA 90723 ❖ (562) 220-2000 ❖ [www.paramountcity.com](http://www.paramountcity.com)

**Public Comments:** 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

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## PRESENTATIONS

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1. [PRESENTATIONS](#)

EDUCATION MONTH

- Recognition of Valedictorian, Paramount High School Class of 2022
- Recognition of 2022 Strong Minds Awardees, Odyssey STEM Academy Class of 2022
- Recognition of Top 25 Paramount High School Academic Students, Class of 2022
- Recognition of Top 10 Odyssey STEM Academy Students. Class of 2022
- Recognition of Top 5 Paramount High School Student Volunteers, Class of 2022
- Recognition of Top 5 Paramount High School Momentum Students, Class of 2022

2. [PRESENTATIONS](#)

PARAMOUNT EDUCATION PARTNERSHIP (PEP)

- Introduction of PEP Donors
- Recognition of PEP Scholarship Recipients

3. [PROCLAMATION](#)

LGBTQ Pride Month

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## CITY COUNCIL PUBLIC COMMENT UPDATES

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### PUBLIC COMMENTS

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### CONSENT CALENDAR

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

4. [AWARD OF CONTRACT](#)

Gym Improvements (City Project No. 9265)

5. [AUTHORIZATION](#)

Cost Sharing Agreement between the City of Bellflower and the City of Paramount for Lakewood Boulevard and Somerset Boulevard Intersection Improvements

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## NEW BUSINESS

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6. [ORAL REPORT](#) Eco-Rapid Transit and West Santa Ana Branch Transit Corridor Project
7. [ORAL REPORT](#) Southeast Los Angeles County Workforce Development Board (SELACO)
8. [APPROVAL](#) Professional Services Agreement with Geocko, Inc., DBA LiveStories to Administer and Award Small Business Grants Funded by American Rescue Plan Act (ARPA) Funds
9. [CIP 9116](#) Water Well No. 16 (City Project No. 9116)
  - a) [ORAL REPORT](#) Update on Status of Water Well 16 Project (City Project No. 9116)
  - b) [APPROVAL](#) Amendment No. 3 to Agreement with AKM Consulting Engineers for Continued Construction Management /Inspection Services; and Amendment No. 4 to Agreement With Bucknam & Associates for Continued Program Management for Water Well 16 (City Project No. 9116)
10. [BUDGET](#) Fiscal Year 2022-2023 Budget
  - a) [RESOLUTION NO. 22:035](#) Approving and Adopting the Fiscal Year (FY) 2022-2023 Annual Municipal Operating and Capital Improvement Budget; Assigning the FY 2021-2022 Surplus; Amending the Authorized Position Listing and Salary Schedule for City Employees; and Authorizing the City Manager to Administer said Budget and make such changes as may be necessary during the Fiscal Year to Maintain Standards and Levels of Services and Achieve the Intent of the City Council in Providing Municipal Services for FY 2022-2023.
  - b) [RESOLUTION NO. 22:036](#) Adopting the Annual Appropriations Limit for Fiscal Year 2022-2023

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- c) [RESOLUTION NO. 22:038](#) Setting the Employer Paid Member Contribution (EPMC) at Two and a Half Percent (2.5%) Effective in Fiscal Year (FY) 2022-2023; One Percent (1%) Effective in FY 2023-2024; and Zero Percent (0%) Effective in FY 2024-2025 for Classic CalPERS Employees
11. [RESOLUTION NO. 22:037](#) Amending the City's Personnel Manual to Incorporate New Benefit Policies
12. [CONSIDERATION](#) Approval of First Amendment to the Amended and Restated City Manager Employment Agreement
13. [PUBLIC SAFETY](#) Service Agreements Fiscal Year 2022-2023
- a) [APPROVAL](#) All City Management Services, Inc. – Crossing Guard Services
- b) [APPROVAL](#) David Beighton – Detective Bureau Consultation Services

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#### **ENVIRONMENTAL SUSTAINABILITY NEW BUSINESS**

14. [RESOLUTION NO. 22:039](#) Authorizing the City Manager to Execute All Agreements with Southern California Edison for the Charge Ready Program

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

- Councilmembers
- Staff

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#### **CLOSED SESSION**

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#### **ADJOURNMENT**

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

JUNE 21, 2022

EDUCATION MONTH

- ❖ RECOGNITION OF VALEDICTORIAN, PARAMOUNT HIGH SCHOOL CLASS OF 2022
- ❖ RECOGNITION OF STRONG MINDS AWARDEES, ODYSSEY STEM ACADEMY CLASS OF 2022
- ❖ RECOGNITION OF TOP 25 PARAMOUNT HIGH SCHOOL ACADEMIC STUDENTS, CLASS OF 2022
- ❖ RECOGNITION OF TOP 10 ODYSSEY STEM ACADEMY STUDENTS, CLASS OF 2022
- ❖ RECOGNITION OF TOP 5 PARAMOUNT HIGH SCHOOL STUDENT VOLUNTEERS, CLASS OF 2022
- ❖ RECOGNITION OF TOP 5 PARAMOUNT HIGH SCHOOL MOMENTUM STUDENTS, CLASS OF 2022

JUNE 21, 2022

PARAMOUNT EDUCATION PARTNERSHIP

❖ PEP DONORS

❖ RECOGNITION OF PEP SCHOLARSHIP RECIPIENTS

JUNE 21, 2022

PROCLAMATION

LGBTQ PRIDE MONTH



JUNE 21, 2022

AWARD OF CONTRACT

GYM IMPROVEMENTS (CITY PROJECT NO. 9265)

MOTION IN ORDER:

AWARD THE CONTRACT FOR THE GYM IMPROVEMENTS TO PACIFIC FLOOR COMPANY, CHATSWORTH, CALIFORNIA, IN THE AMOUNT OF \$54,012.00, AND AUTHORIZE THE MAYOR OR HER DESIGNEE TO EXECUTE THE AGREEMENT.

MOTION:

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

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

[ ] APPROVED

[ ] DENIED

ROLL CALL VOTE:

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

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

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

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



**To:** Honorable City Council

**From:** John Moreno, City Manager

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

**Date:** June 21, 2022

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**Subject: AWARD OF CONTRACT FOR GYM IMPROVEMENTS  
(CITY PROJECT NO. 9265)**

## **BACKGROUND**

The City of Paramount Gymnasium, located at Paramount Park, is in need of some repairs and renovations. Included in the overall project is the resurfacing of both the wood and concrete floors, replacement of bleachers and a new sound system. Funding was allocated as part of the Fiscal Year 22 budget to complete this work. The bid for this agenda item is specifically for the refinishing of the wood floor portion of the gym and repainting of the lines and the city logo at center court.

## **DISCUSSION**

On June 2, 2022, the Director of Public Works opened and examined the bids for the gym improvements. The bids were opened at 11:00 AM at the City Yard.

Three (3) bids were received and the apparent low bid submitted by Pacific Floor Company, amounted to \$54,012. This amount is within the budgeted amount of \$212,200. The balance of funds will be used for the remainder of the improvements.

## **VISION, MISSION, VALUES, AND STRATEGIC OUTCOMES**

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

## **RECOMMENDED ACTION**

It is recommended that the City Council award the contract for the gym improvements to Pacific Floor Company, Chatsworth, California, in the amount of \$54,012.00, and authorize the Mayor or her designee to execute the agreement.

JOB NAME: GYM IMPROVEMENTS (CIP 9265)

BID DATE: Thursday, June 2, 2022

BID TIME: 11:00 AM

	<b><u>Company Name</u></b>	<b><u>Company Address</u></b>	<b><u>Bid Amount</u></b>
1.	Pacific Floor Company	Chatsworth, CA 91311	\$54,012.00
2.	Hurr Flooring, Co.	Van Nuys, CA 91405	\$54,820.00
3.	Remmi Construction	Riverside, CA 92503	\$79,875.00

**SERVICE AGREEMENT BY AND BETWEEN THE  
CITY OF PARAMOUNT  
AND  
PACIFIC FLOOR COMPANY  
FOR GYM IMPROVEMENTS (CITY PROJECT NO. 9265)**

THIS AGREEMENT is made and entered into this 21st day of June 2022 by and between the CITY OF PARAMOUNT, hereinafter referred to as the "CITY," and PACIFIC FLOOR COMPANY, hereinafter referred to as the "CONTRACTOR."

**I. RECITAL**

A. PURPOSE. The purpose of this AGREEMENT is to allow the CITY to procure the services of a qualified contractor to provide construction services in connection with the CITY'S gymnasium wood floor refinishing project, 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 21st day of June, 2022 and shall remain in full force and effect until such time either party gives written notice of termination in accordance with those provisions set forth in paragraph P. At the time of such extensions, this AGREEMENT shall be amended as to the changes, if any, in the terms, responsibilities and compensation as determined in writing between the CITY and CONTRACTOR.

C. SCOPE OF SERVICES. Under the supervision of the Director of Public Works or her designee, the CONTRACTOR shall provide all services as detailed in the CONTRACTOR's Proposal dated June 2, 2022 and attached herein as Exhibit A". In the event of any conflict between the provisions of this AGREEMENT and Exhibit "A," the terms of this AGREEMENT shall prevail.

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

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

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

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

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

F. INDEPENDENT CONTRACTOR.

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

G. INDEMNIFICATION.

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

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

H. PREVAILING WAGES.

- (a) Wage rates for this Project shall be in accordance with the "General Wage Determination Made by the Director of Industrial Relations Pursuant To California Labor Code, Part 7, Chapter 1, Article 2, Sections 1770, 1773 and 1773.1", for Los Angeles County. Wage rates shall conform with those posted at the Project site.
- (b) The following Labor Code sections are hereby referenced and made a part of this Agreement:
  - 1. Section 1775 - Penalty for Failure to Comply with Prevailing Wage Rates.
  - 2. Section 1777.4 - Apprenticeship Requirements.
  - 3. Section 1777.5 - Apprenticeship Requirements.
  - 4. Section 1813 - Penalty for Failure to Pay Overtime.
  - 5. Sections 1810 and 1811 - Working Hour Restrictions.
  - 6. Section 1775 - Payroll Records.
  - 7. Section 1773.8 - Travel and Subsistence Pay.

I. RECORD AUDIT. In accordance with Government Code, Section 8546.7, records of both the AGENCY and the CONTRACTOR shall be subject to examination and audit by the Auditor General for a period of three (3) years after final payment.

J. 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.

K. 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.

L. 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.

M. 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.

N. 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.

O. 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.

P. 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.

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

R. 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.

S. 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.

T. 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.

U. 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.

V. 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.

W. 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.

X. 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: Pacific Floor Company  
Melinda Nicols  
9300 Oso Avenue  
Chatsworth, CA 91311

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

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

**CITY OF PARAMOUNT**

**PACIFIC FLOOR COMPANY**

By: \_\_\_\_\_  
Adriana Figueroa, Public Works  
Director

By: \_\_\_\_\_  
Melinda Nicols,  
Secretary/Treasurer

ATTEST:

By: \_\_\_\_\_  
Heidi Luce, City Clerk

APPROVED AS TO FORM:

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



# REQUEST FOR BID BID PROPOSAL SHEET

City Project – Gym Improvements (CIP 9265)  
located at 14400 Paramount Boulevard in Paramount, CA 90723

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

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

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

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

Bids must be submitted to the City of Paramount no later than **Thursday, June 2, 2022 at the hour of 11:00 a.m.** at the following address:

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

The undersigned hereby proposes and agrees to provide services in accordance with the attached General Provisions and Specifications at the stated price: \$ 54,012.00.

Signature of Bidder

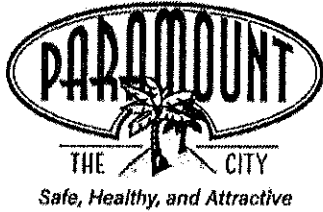
Firm Name Steve Guevara

Business Address 9300 Oso Ave. Chatsworth CA 91311

Telephone No. (818) 775-0438

Bidder's Contractor License No. 327932 DIR No. 1000005618

Dated this 2 day of June, 2022.



# REQUEST FOR BID ADDENDUM NO. 1

City Project – Gym Improvements (CIP 9265)  
located at 14400 Paramount Boulevard in Paramount, CA 90723

Wednesday, May 25, 2022

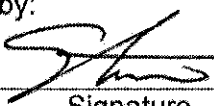
This Addendum forms a part of the contract documents for the above-identified project and modifies the original Specifications, Plans and contract documents as noted below. Portions of the contract not specifically mentioned in this Addendum remain in force. All trades affected shall be fully advised of these changes, deletions and additions. Any proposal not incorporating this Addendum shall be considered as an incomplete bid. Summary of items contained in this Addendum are as follows:

**Item No. 1:**

**Modification to Specifications:** The bid documents that were originally part of the bid package were incomplete. The specifications need to be updated to include the Additional wood floor area in area above the weight room, size approximately: 30'x20'

Bidder acknowledges receipt of this Addendum and inclusion of its conditions in their bid by signature below and attachment of this addendum to their bid. **BIDS WHICH ALSO DO NOT CONTAIN THIS CERTIFICATION WILL BE REJECTED.**

Received by:

 Date: 5/26/22  
Signature

Name: Steve Guevara Title: Estimator



# Proposal/Contract

9300 Oso Avenue, Chatsworth, CA 91311  
 (818)775-0438 Ph (818)349-9429 Fax  
 www.pacificfloor.com Lic. # 327932 DIR # 1000005618

<b>Proposal For:</b>		<b>Date</b>		<b>Job Name / Job Site</b>	
City of Paramount 16400 Colorado Ave Paramount, CA 90723		6/1/22		Paramount Community Center 14400 Paramounty BLvd Paramount, CA 90723	
		<b>Estimate #</b>			
		11166		<b>Project</b>	2022 - Gym Floor Refinishing
<b>Rep</b>	<b>Customer Contact</b>	<b>Customer Phone</b>	<b>Customer Cell</b>	<b>Customer E-mail</b>	
Steve	Robert Renteria	562-220-2077		rrenteria@paramountcity....	
<b>Description</b>					<b>Total</b>
City of Paramount 2022 - Gymnasium Floor Refinishing Main Gym					
Sand and finish to bare wood Paint all games lines and lettering as existing Paint new center logo Apply two (2) seals coats and three (3) finish coats					39,360.00
Upstairs Weight Room Sand and finish to bare wood Apply two (2) seal coats and three (3) finish coats					3,672.00
Remove and replace threshold around main basketball court					10,980.00
Note: Bleachers will be moved by facility and/or any game equipment from working area					
Pacific Floor Company, Inc is registered with the DIR and is in compliance with other prevailing wage laws. "NO DATES ARE GUARANTEED UNTIL A SIGNED PROPOSAL IS RECEIVED" **Price is good for 30 days**					
<b>TOTAL</b>					<b>\$54,012.00</b>

Any operation or deviation from the above specifications involving extra cost of materials or labor will become an extra charge over the sum mentioned in this contract. Contractors are required by law to be licensed and regulated by the Contractors' State License Board. Any questions concerning a contractor may be referred to the Registrar.

Signature

Customer Signature

Date

Date

JUNE 21, 2022

AGREEMENT

COST SHARING AGREEMENT WITH THE CITY OF BELLFLOWER FOR  
LAKEWOOD BOULEVARD AND SOMERSET BOULEVARD INTERSECTION  
IMPROVEMENTS

MOTION IN ORDER:

AUTHORIZE THE COST SHARING AGREEMENT WITH THE CITY OF  
BELLFLOWER FOR LAKEWOOD BOULEVARD AND SOMERSET  
BOULEVARD INTERSECTION IMPROVEMENTS

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:** June 21, 2022

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**Subject: COST SHARING AGREEMENT WITH THE CITY OF BELLFLOWER FOR LAKEWOOD BOULEVARD AND SOMERSET BOULEVARD INTERSECTION IMPROVEMENTS**

This item is a request to authorize a cost sharing agreement with the City of Bellflower for improvements to the intersection of Lakewood Boulevard and Somerset Boulevard (in the City of Bellflower) in association with the AltAir/World Energy refinery conversion project. On April 11, 2022 the City Council approved the amended conditional use permit (CUP No. 757), and certified the Subsequent Environmental Impact Report (SEIR) allowing for the conversion of the refinery from processing petroleum-based products to producing renewable fuels from vegetable oil and animal fat. A condition of the amended CUP (condition 21) requires that AltAir/World Energy pay for a portion of the cost to repave the intersection of Lakewood Boulevard and Somerset Boulevard to withstand the increased truck traffic generated by the refinery conversion project.

Based on an analysis by the Bellflower City Engineer and the Paramount City Engineer it has been determined that AltAir/World Energy would be responsible for 46% of the cost, the City of Bellflower would be responsible for 42% of the cost, and the City of Paramount would be responsible for 12% of the cost. The total for the re-pavement project is \$2,200,000. Under the cost sharing agreement with the City of Bellflower, Paramount would construct the project and Bellflower would reimburse the City \$924,000 (42%) after the project is complete. Additionally, the City of Paramount will enter into a separate reimbursement agreement with AltAir/World Energy for \$1,012,000 (46%) to be paid when the intersection improvement project is complete. Attached is the reimbursement agreement with the City of Bellflower.

**RECOMMENDED ACTION**

It is recommended that the City Council authorize the cost sharing agreement with the City of Bellflower for Lakewood Boulevard and Somerset Boulevard intersection improvements.

**AGREEMENT BETWEEN THE CITY OF BELLFLOWER AND THE CITY OF  
PARAMOUNT FOR LAKEWOOD BOULEVARD AND SOMERSET BOULEVARD  
INTERSECTION IMPROVEMENTS**

**THIS AGREEMENT** ("Agreement") is effective as of this day of June \_\_, 2022 ("Effective Date"), by and between the City of Paramount ("Paramount"), a municipal corporation, and the City of Bellflower ("Bellflower"), a municipal corporation, for the cooperative implementation of Lakewood Boulevard and Somerset Boulevard Intersection Improvements (the "Project").

**RECITALS**

**WHEREAS** Paramount and Bellflower (jointly referred to as the "Parties" and interchangeably as "Party") agree that the Project is mutually beneficial to both Parties;

**WHEREAS** the Project consists of installing asphalt to the approaches and intersection of Lakewood Boulevard and Somerset Boulevard;

**WHEREAS** the estimated Project cost for Bellflower is 42% of an estimated total Project cost of Two Million and Two Hundred Thousand Dollars (\$2,200,000), representing the value of such work as of the date of this Agreement, inclusive of professional engineering and construction services. Bellflower will be responsible for its percentage portion (42%) of the actual project costs determined at the time the Project is commenced;

**WHEREAS** the Parties each have appropriated, or will appropriate, sufficient funds to pay for the Project;

**WHEREAS** Paramount shall construct the Project consistent with the Project plans, and any work completed by either Party beyond the Project plans shall be at the sole expense of said Party and shall not be reimbursed;

**WHEREAS** Paramount will conduct Request for Proposals and Invitations for Bids where applicable for the Project, the responses to which will be jointly reviewed by the Parties;

**WHEREAS** the Parties agree that Paramount will select an on-call consultant to perform design, construction management and inspection services, and that the cost of the on-call consultant shall be apportioned between the Parties in the same manner as other Project costs;

**WHEREAS** the Parties agree to jointly select a contractor from responsive bids and proposals and agree that Paramount shall execute an agreement with the jointly selected contractor or consultant; and

**WHEREAS** as set forth herein, Bellflower shall reimburse Paramount for Bellflower's percentage portion of the amount paid by Paramount for costs incurred in completion of the Project, in the manner as set forth in Section 6.

**NOW, THEREFORE**, in consideration of the mutual promises and conditions in this Agreement, the Parties agree as follows:

**SECTION 1.** Purpose of the Agreement.

The purpose of this Agreement is to provide for Bellflower's reimbursement of that percentage portion of Paramount's Costs Incurred in completing the Project and to provide for the defense of any action arising against either or both Parties as a result of the construction of the Project. For purposes of this Agreement, the term "Paramount's Costs Incurred" includes costs incurred by the City of Paramount, including, but not limited to, expenses arising from project management, design consultants, funding management, construction materials and labor, and construction management.

**SECTION 2.** Term of the Agreement.

The term of this Agreement shall commence on the Effective Date identified above and shall continue until Bellflower has remitted to Paramount full payment of costs pursuant to Section 6 of this Agreement, or until the Agreement is terminated as provided for in Section 8.

**SECTION 3.** Project Scope.

The Project may include the following elements:

- Sidewalk improvements;
- Americans with Disabilities Act improvements;
- Rehabilitation of existing pavement;
- Repair of miscellaneous concrete surfaces;
- Any additional improvements deemed necessary by the Parties; and
- Services necessary to implement the Project, including, but not limited to, planning, design and environmental services, construction and construction management, funding management and project management.

The Project shall be designed and constructed within Bellflower's jurisdiction in accordance with the specific design standards and specifications pertaining to Bellflower's jurisdiction. Bellflower and Paramount shall each approve the Project Scope prior to conducting Requests for Proposals and Invitations of Bids.

#### **SECTION 4.** Selection of Contractors and Consultants

Paramount shall conduct Requests for Proposals and Invitations of Bids where applicable, for the Project. Paramount shall consult with Bellflower during the selection process regarding the qualifications and costs presented in responding bids and proposals. The Parties will jointly select from responding bids and proposals. Project contractors or consultants shall be hired by Paramount. Bellflower has the right to review and comment on:

- Paramount's agreements with contractors and consultants, prior to execution of the agreements. The Parties agree that any provisions in the contractor or consultant services agreement requiring that Paramount is listed as an "additional insured" shall also require that Bellflower is listed as an "additional insured." The Parties also agree that the agreement for contractor or consultant services shall require the contractor or consultant to meet with Bellflower to provide information necessary to the Project.
- During construction of Project, Paramount shall furnish an inspector or other representative to perform the functions of an inspector. Bellflower may also furnish, at no cost to Paramount, an inspector or other representative to inspect construction of the Project. Said inspectors shall cooperate and consult with each other, but the orders of the Paramount inspector to the contractors or any other person in charge of construction shall prevail and be final.

#### **SECTION 5.** Permits

Bellflower shall, upon approval of the construction plans for the Project, issue Paramount a no-fee permit authorizing Paramount to construct the Project within Bellflower's jurisdiction.

#### **SECTION 6.** Reimbursement of Project Costs.

Bellflower shall be responsible for reimbursing Paramount for Paramount's Costs Incurred on the Project which is limited to Bellflower's percentage portion which consists of 42% of the total Project costs valued at the time of commencement of construction of the Project. ("Bellflower's Obligation").

- Upon Bellflower's receipt of an invoice for Bellflower's Obligation for Project costs ("Project Invoice"), such as all services performed for, and materials used on the Project, Bellflower shall pay the Project Invoice in full. In addition to the Project Invoice showing the balance of Bellflower's Obligation due, Paramount shall provide Bellflower with supporting Project documents, which include, but are not limited to, construction as-built plans, construction and demolition documentation, and centerline

monument corner tie point records. Within thirty (30) days of Paramount's submittal to Bellflower of the Project Invoice showing the balance of Bellflower's Obligation and other items (as-built plans, construction and demolition documents and centerline tie records) to Bellflower's satisfaction, Bellflower shall remit payment to Paramount for Bellflower's Obligation as shown on the Project Invoice.

## **SECTION 7.** Indemnification.

Each Party, as an Indemnitor, agrees to protect, indemnify, and hold the other Party (the "Indemnitee") and its employees, officers and agents free and harmless from any and all losses, claims, liens, demands and causes of action of every kind, including, but not limited to, the amounts of judgment, interests, court costs, legal fees, experts fees, experts costs, and other expenses incurred by the Indemnitee arising in favor of any Party, including losses and claims regarding personal injuries, death, or damages to property, and without limitation by enumeration, all other claims or demands of every kind occurring or arising directly out of the negligent acts, errors or omissions of the Indemnitor in the performance of its obligations and duties under this Agreement, except when the injury to persons or damage to property are due or claimed to be due to the Indemnitee's negligence or willful misconduct. This provision is not intended to create any cause of action in favor of any third party against either Party to this Agreement, but is intended solely to provide for indemnification of a Party for liability for damages and injuries to third persons or property arising from the Indemnitor Party's negligent performance of this Agreement. This Section 7 survives the termination or expiration of this Agreement.

## **SECTION 8.** Default and Termination.

A. Notice of Default. If for any reason, a Party fails to fulfill in a timely and proper manner its obligation under this Agreement, or a Party has violated any of the terms or conditions of this Agreement, the non-violating Party shall provide a Notice of Default to the violating Party setting forth the breached terms or conditions of this Agreement. The violating Party shall then have thirty (30) days to cure the terms and conditions in the written notice. The Notice of Default shall refer to this clause, specify the nature of the alleged default, and shall specify the effective date of the termination in the event that breach does lead to termination.

B. Failure to Cure. If the violating Party fails to cure and bring into compliance all terms specified, the non-violating Party shall then have the right to terminate this Agreement without further notice to the violating Party. Paramount shall only receive reimbursement for Bellflower's Obligation, if any is due pursuant to Section 6 of this Agreement, for the portion of the Project performed in compliance with this Agreement as of the termination date.

## **SECTION 9.** Assignment.

The rights and duties of each Party are specific to the Parties and are not transferrable without the consent of the non-transferring Party. Neither Party shall assign rights or responsibilities under this Agreement without the express written consent of the other Party, which may be withheld for any reason or no reason.

## **SECTION 10.** Resolution of Disputes.

Disputes regarding the interpretation or application of any provisions of this Agreement shall, to the extent reasonably feasible, be resolved through good faith negotiations between the Parties. If following good faith negotiations between the Parties, the Parties are unable to reach a mutually agreeable resolution to the dispute, either party may commence an action in the appropriate court in Los Angeles County as described in Section 15B.

## **SECTION 11.** Notice.

- A. Any notice desired or required to be given pursuant to this Agreement or by any law now or hereinafter in effect shall be given by personal delivery, or by enclosing the same in a sealed envelope with postage prepaid, certified or registered mail, return receipt requested, with the United States Postal Service.
- B. Notice to Paramount shall be sent to following address: City of Paramount, 16400 Colorado Avenue, Paramount, CA 90723, Attn: Director of Public Works
- C. Notice to Bellflower shall be sent to the following address: City of Bellflower, 16600 Civic Center Drive, Bellflower, CA 90706, Attn: Director of Public Works

## **SECTION 12.** Force Majeure.

The respective duties and obligations of the Parties, pursuant to this Agreement, shall be suspended while and so long as performance is prevented or impeded by strikes, disturbances, riots, fires, severe weather, government action, war acts, acts of God, pandemic, or any other cause similar or dissimilar to the foregoing, which are beyond the control of the Party from whom the affected performance was due.

## **SECTION 13.** Waiver.

Either Party's failure to insist upon strict performance of any of the terms or conditions of this Agreement shall not be deemed a waiver of any right or remedy that the Parties may have, and shall not be deemed a waiver of any right or remedy for a subsequent breach or default of terms or conditions of this Agreement.

**SECTION 14.** Severability.

If any provision of this Agreement is held by a court of competent jurisdiction to be invalid, void or unenforceable, the remaining provisions will continue in full force and effect without being impaired or invalidated in any way.

**SECTION 15.** Governing Law and Compliance.

A. In performing the duties and obligations pursuant to this Agreement, each Party is responsible for its compliance with all local, State and Federal laws and regulations.

B. This Agreement shall be governed by and construed in accordance with the laws of the State of California. In the event of litigation between the Parties, venue in the State trial courts shall lie exclusively in the County of Los Angeles. In the event of litigation in a U.S. District Court, exclusive venue shall lie in the Central District of California.

**SECTION 16.** Headings.

The headings, order, and grouping of provisions of this Agreement are for the purpose of convenience and shall not be used to construe meaning or intent.

**SECTION 17.** Interpretation of Terms.

This Agreement is jointly prepared by the Parties. Therefore, this Agreement shall not be construed against any Party on the basis such Party drafted this Agreement or any provision within it.

**SECTION 18.** Entire Agreement and Exhibits.

This Agreement supersedes any and all other agreements, either oral or in writing, between the Parties with respect to the Project. Each Party to this Agreement acknowledges that no representation, statement or promise which is not embodied in this Agreement or any other agreement shall be valid and binding. Any modification of this Agreement shall be effective only if it is in writing and signed by both Parties.

**SECTION 19.** Authority.

The individuals executing this Agreement represent and warrant that they have the right, power, legal capacity, and authority to enter into and execute this Agreement on behalf of the respective Parties. This Agreement shall inure to the benefit of, and be binding upon, the Parties hereto and their respective successors and assigns.

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

**CITY OF PARAMOUNT**

**CITY OF BELLFLOWER**

By: \_\_\_\_\_  
Vilma Cuellar-Stallings, Mayor

By: \_\_\_\_\_  
Ray Dunton, Mayor

**ATTEST:**

By: \_\_\_\_\_  
Heidi Luce, City Clerk

**APPROVED AS TO FORM:**

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

**APPROVED AS TO FORM:**

By: \_\_\_\_\_  
Karl H. Berger, City Attorney



JUNE 21, 2022

ORAL REPORT

ECO-RAPID TRANSIT AND WEST SANTA ANA BRANCH TRANSIT  
CORRIDOR PROJECT



**To:** Honorable City Council  
**From:** John Moreno, City Manager  
**By:** Heidi Luce, City Clerk  
**Date:** June 21, 2022

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**Subject: ORAL REPORT – ECO-RAPID TRANSIT AND WEST SANTA ANA  
BRANCH TRANSIT CORRIDOR PROJECT**

Michael Kodama, Executive Director of Eco-Rapid Transit will provide an update regarding Eco-Rapid Transit and the West Santa Ana Branch Transit Corridor Project.

JUNE 21, 2022

ORAL REPORT

SOUTHEAST LOS ANGELES COUNTY WORKFORCE DEVELOPMENT  
BOARD (SELACO)



**To:** Honorable City Council  
**From:** John Moreno, City Manager  
**By:** Andrew Vialpando, Assistant City Manager  
**Date:** June 21, 2022

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**Subject: ORAL REPORT – SOUTHEAST LOS ANGELES COUNTY WORKFORCE DEVELOPMENT BOARD (SELACO)**

The Southeast Los Angeles County Workforce Development Board (SELACO) provides workforce development and employment services to Paramount residents. Staff from SELACO will provide a presentation on their services.

JUNE 21, 2022

APPROVE PROFESSIONAL SERVICES AGREEMENT WITH GEOCKO, INC., DBA LIVESTORIES TO ADMINISTER AND AWARD SMALL BUSINESS GRANTS FUNDED BY AMERICAN RESCUE PLAN ACT (ARPA) FUNDS

MOTION IN ORDER:

APPROVE THE PROFESSIONAL SERVICES AGREEMENT WITH GEOCKO, INC., DBA LIVESTORIES IN AN AMOUNT NOT TO EXCEED \$27,500 FOR ADMINISTRATION OF THE SMALL BUSINESS ASSISTANCE PROGRAM.

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  
Sol Bejarano, Building Permit Technician

**Date:** June 21, 2022

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**Subject: APPROVE PROFESSIONAL SERVICES AGREEMENT WITH GEOCKO, INC., DBA LIVESTORIES TO ADMINISTER AND AWARD SMALL BUSINESS GRANTS FUNDED BY AMERICAN RESCUE PLAN ACT (ARPA) FUNDS**

## **BACKGROUND**

As a result of the American Rescue Plan Act of 2021 (ARPA), the City of Paramount received funds in the amount of \$18,895,185.00. From the ARPA funds, \$500,000 has been allocated as part of the Small Business Assistance project that will offer "Small Business Grants" to businesses that have been impacted by the COVID-19 pandemic. However, due to streamlined and cost-effective staffing, the City does not maintain the immediate staffing capacity to administer and distribute the ARPA funding without assistance.

## **DISCUSSION**

LiveStories has been operating an online platform that provides small business program administration to a variety of cities, including Long Beach. To date, LiveStories has administered over \$35 million in small business and nonprofit grant programs in California, Washington, and Illinois. Such services feature an easy-to-use online interface that qualifies small businesses and distributes funds accordingly. Representatives also work to qualify small business applicants with limited online access. The LiveStories proposal is \$27,500.00; it includes development, administration, marketing, management, and payment processing and reporting.

## **FISCAL IMPACT**

LiveStories is proposing a fee of \$27,500 to administer the Small Business Assistance program in Paramount. Funding for the Business Recovery, Retention, and Attraction expenditure plan has been allocated in the FY 2022-2023 budget. Paramount Municipal Code Section 3.12.080 exempts bidding and authorizes the City Manager to enter into and execute contracts for professional services when the cost of such services does not exceed \$40,000.

## **VISION, MISSION, VALUES, AND STRATEGIC OUTCOMES**

The City's Vision, Mission, and Values set the standard for the organization: establish priorities, uniformity and guidelines; and provide the framework for policy decisionmaking. The Strategic Outcomes were implemented to provide a pathway to achieving the City's Vision of a city that is safe, healthy, and attractive. This item aligns with Strategic Outcomes No 3: Economic Health and No. 6: Efficient, Effective, and Fiscally Responsible.

## **RECOMMENDED ACTION**

It is recommended that the City Council approve the Professional Services Agreement with Geocko, Inc., dba LiveStories in an amount not to exceed \$27,500 for administration of the Small Business Assistance program.

## **AGREEMENT FOR CONSULTING SERVICES**

**THIS AGREEMENT** ("Agreement") is made and entered into this \_\_\_\_ day of \_\_\_\_\_ 2022 between the City of Paramount, a municipal corporation in Los Angeles County, California, (hereinafter "CITY") and Geocko, Inc. dba LiveStories, a Corporation, with its primary office located at PO Box 12242, Seattle, WA 98102 (hereinafter "CONSULTANT") (collectively, "the Parties").

### **RECITALS**

**WHEREAS**, CITY and CONSULTANT each desire to enter into an Agreement whereby CONSULTANT will administer the Small Business Assistance program and award small business grants to qualifying businesses impacted by COVID-19 for CITY; and

**WHEREAS**, CONSULTANT holds unique technical expertise; and CITY staff does not have the immediate capacity to perform this work in-house.

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

#### **1. DESCRIPTION OF SERVICES**

CONSULTANT shall perform all required services as more particularly described in CONSULTANT'S proposal attached hereto as Exhibit "A". In the event of any conflict between CONSULTANT'S proposal and this Agreement, the terms of this Agreement shall apply.

#### **2. COMPENSATION**

(a) CITY agrees to pay CONSULTANT as full compensation for all services and duties performed, except as otherwise provided herein, the total sum of not to exceed **\$27,500.00**.

(b) CONSULTANT shall render an itemized invoice to CITY every thirty (30) days for services performed during the prior period which shall be paid upon its approval by CITY, which said approval shall not be unreasonably withheld.

#### **3. MATERIALS AND SUPPLIES**

CITY agrees to provide material and supplies customarily available in the normal course of city operations, and support services required to produce marketing literature, grant applications and maintain all records and correspondence connected with the scope of work as described in Exhibit A. No personal use of CITY equipment, supplies or services is allowed and CONSULTANT shall comply with all CITY policies regarding use of CITY resources.



#### 4. INDEPENDENT CONTRACTOR

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

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

#### 5. TERM OF AGREEMENT

The term of this Agreement shall be for the period of one year, from **July 1, 2022 to June 30, 2023**, or upon reaching the "not-to-exceed" compensation amount, whichever occurs first. This Agreement may be extended at the discretion of the CITY, pending available funds and mutual interest from both parties. This Agreement may be terminated by giving written notice to the other party of that party's intention to so terminate. This Agreement shall be terminated two (2) days from and after the date of delivery or mailing of the notice, unless the notice specifies otherwise.

#### 6. AMENDMENT

Except as otherwise stated herein, any and all obligations of CITY and CONSULTANT are fully set forth and described in this Agreement. Any changes in this Agreement, including any increase or decrease in the amount of compensation or any change in the term, which shall be mutually agreed upon by and between CITY and CONSULTANT, shall be set forth in written amendments to this Agreement.

#### 7. NONDISCRIMINATION

(a) CONSULTANT shall not discriminate in the conduct of the work under this Agreement against any employee, applicant for employment, or volunteer on the basis of race, religious creed, color, national origin, ancestry, physical or mental disability, marital status, pregnancy, sex, age, sexual orientation or other prohibited basis.

(b) Consistent with CITY's policy that harassment and discrimination are unacceptable employer/employee conduct, CONSULTANT agrees that harassment or discrimination directed toward a job applicant, a City employee, or a citizen by CONSULTANT or CONSULTANT's employee or subcontractor on the basis of race, religious creed, color, national origin, ancestry, physical or mental disability, marital status, pregnancy, sex, age, sexual orientation or other prohibited basis will not be tolerated. CONSULTANT agrees that any and all violation of this provision shall constitute a material breach of the Agreement.

## 8. INDEMNIFICATION

(a) To the fullest extent permitted by law, CONSULTANT shall defend, indemnify, and hold harmless, the CITY, its officers, employees and agents from and against any and all claims, lawsuits, damage, injury and liability for damages arising in the performance of CONSULTANT's services under this Agreement. The CITY shall not be responsible for claims, losses, damage, injury or liability for damages resulting from CONSULTANT.

(b) Further, CONSULTANT will indemnify CITY, and hold it harmless, from an assertion that as a result of providing services to CITY, CONSULTANT or any of its employees or persons performing work pursuant to this Agreement is entitled to benefits from, or is covered by, the Social Security retirement system or the California Public Employees Retirement Systems. Notwithstanding the foregoing, however, CONSULTANT's obligations for any payments to such claimant shall be limited to those payments which CITY may be required to pay.

## 9. INSURANCE

(a) Required Coverage. Without limiting CONSULTANT's indemnification, it is agreed that CONSULTANT shall maintain in force at all times during the term of this Agreement the following types of insurance providing coverage on an "occurrence" basis. Said insurance, with the exception of Worker's Compensation and Errors & Omissions Liability, shall name the CITY as additional insured and evidence of said insurance shall be delivered to CITY in certificate and endorsement forms acceptable to the CITY prior to execution of this Agreement.

☒ Worker's Compensation insurance to cover its employees as required by the Labor Code of the State of California. CONSULTANT's worker's compensation insurance shall include the following language: "All rights of subrogation are hereby waived against the CITY, its officers and employees when acting within the scope of their appointment or employment." In the event any class of employees engaged in hazardous work under this Agreement is not protected under Workers' Compensation Statutes, the CONSULTANT shall provide adequate and suitable insurance for the protection of its employees not otherwise protected.

☒ E&O/ Professional's Liability, errors and omissions liability insurance appropriate to the CONSULTANT's profession. Coverage: \$1,000,000 per Claim.

(b) General Provisions.

(i) CONSULTANT shall obtain insurance acceptable to the CITY in a company or companies admitted in California and with a Best rating of no less than A VII or as acceptable to the CITY. The endorsements, naming the CITY as an additional insured, are to be signed by a person authorized by CONSULTANT's insurer to bind coverage on its behalf.

(ii) It shall be a requirement under this contract that any available insurance proceeds broader than or in excess of the specified minimum insurance coverage requirements and/or limits shall be available to the Additional Insured. Furthermore, the requirements for coverage and limits shall be (1) the broader coverage and maximum limits specified in this contract; or (2) the broader coverage and maximum limits of coverage of any insurance policy or proceeds available to the named insured; whichever is greater.

(iii) The limits of insurance required in the Agreement may be satisfied by a combination of primary and umbrella or excess insurance. Any umbrella or excess insurance shall contain or be endorsed to contain a provision that such coverage shall also apply on a primary and non-contributory basis for the benefit of the CITY (if agreed to in a written contract) before the CITY's own insurance or self-insurance shall be called upon to protect it as a named insured.

(iv) Any failure to comply with reporting provisions of the policies shall not affect coverage provided to the CITY, its elected or appointed officers, officials, employees, agents or volunteers.

(v) The insurance provided by these policies shall not be suspended, voided, canceled, or reduced in coverage or in limits except after thirty days written notice has been received by the CITY.

(c) Additional Insured. The CITY will be named as an additional insured for all liability arising out of the operations by or on behalf of the named insured, and this policy protects the additional insured, its officers, agents and employees against liability for personal and bodily injuries, deaths or property damage or destruction arising in any respect, directly or indirectly, in the performance of the contract.

(i) Each such policy shall be endorsed with the following language:  
*The City of Paramount, its elected or appointed officers, officials, employees and volunteers are included as insured with regard to damages and defense of claims arising from: (a) activities performed by or on behalf of the Named Insured, including the insured's general supervision of the Named Insured,*

*(b) products and completed operations of the Named Insured, or (c) premises owned, leased or used by the Named Insured.*

(ii) This policy shall be considered primary insurance as respects the CITY, its elected or appointed officers, officials, employees, agents and volunteers. Any insurance maintained by the CITY, including any self-insured retention the City may have, shall be considered excess insurance only and shall not contribute with it.

(iii) The inclusion of more than one insured shall not operate to impair the rights of one insured against another insured, and the coverages afforded shall apply as though separate policies had been issued to each insured.

(iv) The Additional Insured coverage under the CONSULTANT's policy shall be primary and non-contributory and will not seek contribution from the CITY's insurance or self-insurance and shall be at least as broad as CG 20 01 04 13.

(d) Deductibles and Self-Insured Retentions. All self-insured retentions (SIR) must be disclosed to the CITY's Risk Management for approval and shall not reduce the limits of liability. At the option of CITY, either: the insurer shall reduce or eliminate such deductibles or self-insurance retention as respects the CITY, its officers, officials, agents, employees and volunteers; or CONSULTANT shall procure a bond guaranteeing payment of losses and related investigations, claim administration and defense expenses.

Policies containing any self-insured (SIR) provision shall provide or be endorsed to provide that the SIR may be satisfied by either the named insured or the CITY. The CITY reserves the right to obtain a full certified copy of any insurance policy and endorsements. Failure to exercise this right shall not constitute a waiver of the right to exercise later.

#### 10. WORKERS' COMPENSATION

(a) Covenant to Provide. CONSULTANT warrants that it is aware of the provisions of the California Labor Code which require every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of that code. CONSULTANT further agrees that it will comply with such provisions before commencing the performance of the work under this Agreement.

(b) Waiver of Subrogation. CONSULTANT and CONSULTANT's insurance company agree to waive all rights of subrogation against CITY, its elected or appointed officials, agents, and employees for losses paid under CONSULTANT's workers' compensation insurance policy which arise from the work performed by CONSULTANT for CITY.

11. NOTICES

Written communications and invoices under this agreement shall be addressed as follows:

To CITY: City of Paramount  
Planning Department  
16400 Colorado Blvd  
Paramount, CA 90723

To CONSULTANT: Geocko, Inc. dba Livestories  
Tim Morones, VP of Operations  
PO Box, 12242  
Seattle, WA 981022  
(206) 369-0898

12. This Agreement shall be deemed to have been executed and entered into in the City of Paramount, County of Los Angeles, and State of California.

**IN WITNESS WHEREOF**, the undersigned execute this Agreement on the date first written above.

CONSULTANT

CITY OF PARAMOUNT  
A Municipal Corporation

By: \_\_\_\_\_

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

Title: \_\_\_\_\_

APPROVED AS TO FORM:

\_\_\_\_\_  
John E. Cavanaugh  
CITY ATTORNEY

## EXHIBIT A

### Scope of Work

The Business Recovery, Retention, and Attraction expenditure plan targets four projects financed by the American Rescue Plan Act of 2021 (ARPA) funding the City of Paramount (CITY) received. The “Small Business Assistance” project was allotted \$500,000.00 and with the assistance of Geocko, Inc. dba LiveStories (CONSULTANT) will offer Small Business Grants to qualifying businesses impacted by COVID-19. CONSULTANT with the assistance from CITY staff will develop a Small Business Grant application. CONSULTANT services include a call center, text support, and in addition will also support paper application submittals, marketing support, and outreach.

Additionally, CONSULTANT will make available the Small Business Grant application in up to 68 different languages. CONSULTANT’s webpage is cloud-based and will be embedded into the CITY’s webpage. CONSULTANT will assign their design staff to work with CITY personnel to determine the qualifying parameters a business would need to meet in order to receive a Small Business Grant.

The purpose of this project is for CONSULTANT to assist the CITY with administering and awarding Small Business Grants, and complying with all necessary auditing requirements.

All together the scope of work will undertake several tasks, including:

- **Project Administration (\$3,750.00)**

- Program implementation and administration
- Customer/account management support
- Accounting, audit, and financial reporting
- Archiving and compliance

- **Portal Development (\$2,500.00)**

- Hosting and maintenance of FORWARD platform
- Build program-specific portal, including program information, eligibility criteria, and application/payment processing
- Collect, process, and retain applications and documentation

- **Marketing & Outreach (\$1,250.00)**

- Collect lists and contacts
- Conduct outreach campaigns

- **Application Intake & Case Management (\$7,500.00)**

- Provide application and portal assistance to applicants
- Application review and eligibility check (initial review)
- Application verification (if more information is needed from the applicant)

- **Payment Services & Reporting (\$12,500.00)**

- Payment processing and banking fees
- Tax reporting: Provide 1099s to awardees

## **COST**

CONSULTANT proposes a budget of 5.5% (\$27,500.00) of the total amount (\$500,000.00) that the City has made available for Small Business Grants.

JUNE 21, 2022

ORAL REPORT

UPDATE ON STATUS OF WATER WELL 16 PROJECT  
(CITY PROJECT NO. 9116)





**To:** Honorable City Council  
**From:** John Moreno, City Manager  
**By:** Adriana Figueroa, Public Works Director  
**Date:** June 21, 2022

---

**Subject: ORAL REPORT – UPDATE ON STATUS OF WATER WELL 16 PROJECT  
(CITY PROJECT NO. 9116)**

This item is an oral report on the status of the City's Water Well 16 Project (CIP 9116). Construction on this project began in 2020 and the project has experienced a number of unanticipated delays. This oral presentation will provide the City Council with an update on the project, as the project is once again delayed, but nearing completion.

JUNE 21, 2022

APPROVAL OF AMENDMENT NO. 3 TO AGREEMENT WITH AKM CONSULTING ENGINEERS FOR CONTINUED CONSTRUCTION MANAGEMENT/INSPECTION SERVICES; AND AMENDMENT NO. 4 TO AGREEMENT WITH BUCKNAM & ASSOCIATES FOR CONTINUED PROGRAM MANAGEMENT FOR WATER WELL 16  
(CITY PROJECT NO. 9116)

MOTION IN ORDER:

1. APPROVE AMENDMENT NO. 3 TO THE AGREEMENT WITH AKM CONSULTING ENGINEERS FOR CONTINUED CONSTRUCTION MANAGEMENT/INSPECTION SERVICES FOR WATER WELL 16 IN THE AMOUNT OF \$99,888 AND AUTHORIZE THE MAYOR OR HER DESIGNEE TO EXECUTE THE AMENDMENT.

MOTION:

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

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

[ ] APPROVED

[ ] DENIED

ROLL CALL VOTE:

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

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

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

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

CONTINUED ON NEXT PAGE

2. APPROVE AMENDMENT NO. 4 TO THE AGREEMENT WITH BUCKNAM & ASSOCIATES FOR CONTINUED PROGRAM MANAGEMENT FOR WATER WELL 16 IN THE AMOUNT OF \$23,000 AND AUTHORIZE THE MAYOR OR HER DESIGNEE TO EXECUTE THE AMENDMENT.

MOTION:

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

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

☐ APPROVED

☐ DENIED

ROLL CALL VOTE:

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

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

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

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



**To:** Honorable City Council  
**From:** John Moreno, City Manager  
**By:** Adriana Figueroa, Public Works Director  
**Date:** June 21, 2022

---

**Subject: APPROVAL OF AMENDMENT NO. 3 TO AGREEMENT WITH AKM CONSULTING ENGINEERS FOR CONTINUED CONSTRUCTION MANAGEMENT/INSPECTION SERVICES; AND AMENDMENT NO. 4 TO AGREEMENT WITH BUCKNAM & ASSOCIATES FOR CONTINUED PROGRAM MANAGEMENT FOR WATER WELL 16 (CITY PROJECT NO. 9116)**

## **BACKGROUND**

In May of 2020, the City Council approved agreements with AKM Consulting Engineers (AKM) and Bucknam & Associates to provide construction management/inspection services and program management, respectively for the Water Well 16 Project (Project No. 9116). As previously reported, Bucknam & Associates is providing technical program management support to the City, similar to that of a City Engineer for construction projects. Their experience and expertise has been incredibly valuable to the project and has helped to keep the project moving forward.

AKM provides on-site construction management/inspection services for our Water Well 16 Project. Inspection during construction is critical for a water well project. There are many moving parts that require meticulous coordination and specialized water engineering services were necessary throughout the project.

## **DISCUSSION**

In September 2021 and in February 2022, the City Council approved contract amendments for both AKM and Bucknam & Associates given delays that had been identified from our construction contractor, mostly due to the COVID-19 pandemic and supply chain issues, which extended the project completion date. Unfortunately, we have encountered continued unexpected delays with the project, particularly with the treatment system upgrades that were necessary due to the fluctuation in arsenic levels and with the specialized computer programming to ensure proper operations. Given the critical nature of this project, it is imperative that we continue the construction management and program management support through project completion.

Amendment No. 3 to AKM's contract in the amount of \$99,888 and Amendment No. 4 to Bucknam & Associates contract in the amount of \$23,000 are necessary given the additional support anticipated through September 2022.

Given the nature of these delays, we are proposing to include funding from the American Rescue Plan Act (ARPA) of 2021 in the FY 2022/23 budget as it meets the funding criteria for ARPA and we will make these adjustments at Mid-Year.

	Previously Revised Contract Amount	Proposed Amendments	Total Contract Amount
Construction Management/ Inspection Services (AKM)	\$862,418	\$99,888	\$962,306
Program Management (Bucknam & Associates)	\$158,500	\$23,000	\$181,500

## **VISION, MISSION, VALUES, AND STRATEGIC OUTCOMES**

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

## **RECOMMENDED ACTION**

It is recommended that the City Council approve:

1. Amendment No. 3 to the Agreement with AKM Consulting Engineers for continued construction management/inspection services for Water Well 16 in the amount of \$99,888 and authorize the Mayor or her designee to execute the amendment.
2. Amendment No. 4 to the Agreement with Bucknam & Associates for continued program management for Water Well 16 in the amount of \$23,000 and authorize the Mayor or her designee to execute the amendment.

**THIRD AMENDMENT TO THE AGREEMENT FOR CONSTRUCTION  
MANAGEMENT/INSPECTION SERVICES FOR WATER WELL #16 WITH AKM  
CONSULTING ENGINEERS**

**THIS THIRD AMENDMENT TO AGREEMENT FOR CONSTRUCTION MANAGEMENT/INSPECTION SERVICES FOR WATER WELL #16** ("AMENDMENT") is made and entered into this 21<sup>st</sup> day of June, 2022 between the City of Paramount, a municipal corporation in Los Angeles County, California, (hereinafter "CITY") and AKM Consulting Engineers, a professional water engineering services company, with its primary office located at 553 Wald, Irvine, CA 92618 (hereinafter "CONTRACTOR") (collectively, "the Parties"), amending that certain agreement between CONTRACTOR and CITY approved by City Council May 5, 2020 ("AGREEMENT").

**RECITALS**

**WHEREAS**, CITY and CONTRACTOR entered into an Agreement on May 5, 2020 whereby CONTRACTOR would provide construction management/inspection services for water well #16 for CITY; and

**WHEREAS**, CITY and CONTRACTOR approved the First Amendment to the Agreement on September 7, 2021; and

**WHEREAS**, CITY and CONTRACTOR approved the Second Amendment to the Agreement on February 15, 2022; and

**WHEREAS**, CITY and CONTRACTOR each desire to amend the compensation and term of said Agreement.

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

1. **DESCRIPTION OF SERVICES**

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

2. COMPENSATION

Is hereby amended so that CITY agrees to pay CONTRACTOR an additional \$99,888 in full compensation for all additional services performed. CITY agrees to reimburse CONTRACTOR for pre-approved expenses in a total amount **not to exceed \$962,306**.

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

3. TERM OF AGREEMENT

Is hereby amended so the term of this Agreement shall expire on September 30, 2022.

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

**CITY OF PARAMOUNT**

**AKM CONSULTING ENGINEERS**

By: \_\_\_\_\_  
Vilma Cuellar Stallings, Mayor

By: \_\_\_\_\_  
Zeki Kayiran, P.E.  
President/Principal

ATTEST:

By: \_\_\_\_\_  
Heidi Luce, City Clerk

APPROVED AS TO FORM:

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

## EXHIBIT A





**AKM Consulting Engineers**  
553 Wald  
Irvine, CA 92618  
Telephone: 949.753.7333 Facsimile: 949.753.7320  
[www.akmce.com](http://www.akmce.com)

**Water Resources**  
**Infrastructure**  
**Construction Management**

June 13, 2022

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

Attn: Mrs. Adriana Figueroa, P.E., Public Works Director

**Subject: Budget Amendment Request No. 03 for Construction Management Services for the Equipping of Well 16 & Treatment Plant Project**

Dear Mrs. Figueroa:

Pursuant our previous conversation, AKM Consulting Engineers is submitting a budget amendment request for the Equipping of Well 16 and Treatment Plant Project. In February 2022, AKM submitted a budget amendment request for services up to June 2022 based on the construction Contractor's schedule for completion of added chemical treatment, which became necessary on this Project in order to treat the raw well water to within regulatory limits. However, AKM and City have recently learned that due to later than anticipated arrival of additional treatment equipment, as well as a longer than anticipated construction duration to complete the added improvements, completion of the project is now expected to extend into September 2022. Therefore a third budget amendment is now necessary to continue our services through the revised anticipated completion date.

Due to the reasons stated above, the following additional budget is requested.

Task	Hours	Totals
Additional Inspection (\$148/hour)	216	\$31,968.00
Additional Construction Management (\$170/hour)	216	\$36,720.00
Additional Engineering Support (\$208.33/hour)	144	\$30,000.00
Expenses		\$1,200.00
<b>Total Cost</b>		<b>\$99,888</b>

<u>Additional Funds Requested:</u>	<u>\$99,888</u>
<u>Previous Approved Budget:</u>	<u>\$862,418</u>
<u>New Requested Project Total Budget:</u>	<u>\$962,306</u>

We appreciate the opportunity to submit this budget amendment request and look forward to being of continued service to the City of Paramount. Should you have any questions, please do not hesitate to contact the undersigned.

Very truly yours,  
AKM Consulting Engineers



Emin Kayiran  
Director of Construction Management Services

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

**THIS FOURTH AMENDMENT TO AGREEMENT FOR WATER RESOURCES  
AND PROGRAM MANAGEMENT SERVICES** ("AMENDMENT") is made and entered  
into this 21<sup>st</sup> day of June, 2022 between the City of Paramount, a municipal corporation  
in Los Angeles County, California, (hereinafter "CITY") and Bucknam & Associates Inc.,  
a professional water engineering services company, with its primary office located at  
25004 La Plata Drive, Laguna Niguel, California 92677 (hereinafter "CONTRACTOR")  
(collectively, "the Parties"), amending that certain agreement between CONTRACTOR  
and CITY approved by City Council May 5, 2020 ("AGREEMENT").

**RECITALS**

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

**WHEREAS**, CITY and CONTRACTOR approved the First Amendment to the  
Agreement on November 7, 2020; and

**WHEREAS**, CITY and CONTRACTOR approved the Second Amendment to the  
Agreement on September 7, 2021; and

**WHEREAS**, CITY and CONTRACTOR approved the Third Amendment to the  
Agreement on February 15, 2022; and

**WHEREAS**, CITY and CONTRACTOR each desire to amend the compensation,  
and term of said Agreement.

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

1. **DESCRIPTION OF SERVICES**

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

2. COMPENSATION

Is hereby amended so that CITY agrees to pay CONTRACTOR an additional \$23,000 in full compensation for all additional services performed. CITY agrees to reimburse CONTRACTOR for pre-approved expenses in a total amount **not to exceed \$181,500.**

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

3. TERM OF AGREEMENT

Is hereby amended so the term of this Agreement shall expire on September 30, 2022.

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

**CITY OF PARAMOUNT**

**BUCKNAM & ASSOCIATES INC.**

By: \_\_\_\_\_  
Vilma Cuellar Stallings, Mayor

By: \_\_\_\_\_  
C. Stephen Bucknam Jr., P.E.  
President

ATTEST:

By: \_\_\_\_\_  
Heidi Luce, City Clerk

APPROVED AS TO FORM:

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

## EXHIBIT A

June 15, 2021

City of Paramount  
15300 Downey Ave,  
Paramount, CA 90723



Attn: Ms. Adriana Figueroa  
Public Works Director

**Subject: Proposal for Professional Services - Program Management Support Water Resources  
Program FY 2021-22**

Dear Adriana:

In accordance with the City's request, we are presenting this Proposal to provide continuing on-call Program Management consultation to the City; in conjunction with its Water Resources Program's (WRP) Well 16 and Treatment Plant Project, for the period of July 1, 2022 through September 30, 2022. Based upon our recent discussions the following is an outline of the work to be performed:

**A. Scope of Services**

**1. Consultation on the Well 16 and Treatment Plant Project**

Provide continuing on-call Program Management support to the City during the Construction of the City's Well 16 & Treatment Plant Project (Project).

Work efforts will include oversight of the City's Construction Management Consultant Contract and its Consultation during Construction Consultant Contract, operating under the Construction Management Consultant.

Continuing efforts include attendance at periodic Progress Meetings with the Construction Management Consultant, Consultation with the City's Public Works Director on contractual matters; and assisting in discussion on contractual matters with the City and the Construction Management Consultant.

This additional work is required due to the projected extension of the City's Contractor MMC; for the Well 16 and Treatment Plant Project project's schedule through September 2022. The specific additional work includes: in-depth consultation related to the Tetra Tech Design Plans and Specifications and the Contactor's Submittals & Requests for Information; presented through AKM Consulting Engineers, the City's Construction Manager. Assistance is obtaining necessary Discharge Permits from the State Division of Drinking Water (DDW) and the Los Angeles County Sanitation District (LACSD)) is also being provided. Consultation during Project Final acceptance and Testing is also to be provided.

Schedule: Through Projected Completion of the Project in September 2022.

## **B. Water Resources Program Team**

These services will be provided under the leadership of C. Stephen Bucknam Jr., PE who will serve as Water Resources Program Manager. Mr. Bucknam, a former Deputy City Manager, City Engineer and Chief Engineer of Utilities has over 50 years of experience, 16 of which were in the public sector in responsible management positions. Recent consulting assignments have included: Water Resources programs and grant support contracts for the cities of Bellflower, Pasadena, Huntington Beach, Inglewood, Newport Beach, Mission Viejo, Whittier, Sierra Madre, Santa Monica, Norwalk, the Raymond Basin Management Board, South Montebello Irrigation District, Pico Water District, Bighorn Desert View Water Agency, Phelan Piñon Hills Community Services District and the Twentynine Palms Water District. Other services have included: development of a Water System Program Plan for the City of Sierra Madre, a Water Division Program Plan for the Cities of Whittier, a Financial and Infrastructure Management Plan for the City of Glendale, a Water Rate Study for the City of Inglewood, Urban Water Management Plans for the Cities of Inglewood, Sierra Madre and Norwalk, a Water Systems Operations Plan for the City of Huntington Beach, a Water Resources Program Plan for the City of Westminster, Program Planning for Development Services for the cities of Huntington Beach and Newport Beach, Program Management for the City of Beverly Hills Water Enterprise Plan as well as Public Works, Maintenance planning for the City of Rancho Cucamonga.

Support services will be made available to the City through key Bucknam & Associates staff including Eldon Davidson, PE for technical support and sub-consultants upon request. Detailed resumes can be provided upon request.

## **C. Fee Estimate**

Task Items A1 can be accomplished on an hourly rate not-to-exceed basis at a Consulting Rate of \$240.00 per hour. Administrative and technical Support can be provided at a rate of \$210.00 per hour. Coverage for administrative and clerical support staff is included in the consulting rate. The projected breakdown of fees by Task is estimated as follows:

### **FY 2021-22 Services**

#### **1. Consultation the Well 16 and Treatment Plant Project**

Total Baseline Services	\$22,500
Reimbursables	\$ 500
<b>Total Estimated Fee</b>	<b>\$23,000</b>

Should the City desire to increase the service level above the level outlined above for the Task item A1 above, or require other services not described herein, a fee adjustment could be negotiated and mutually agreed upon by both parties. Please note that we consider the level of work efforts described above and compensation for same to be fully negotiable.

I would be glad to meet with you to discuss the specifics of this proposal at your convenience. Thank you for considering our services, we look forward to providing consulting services to the City on its

water resources programs. Please call me if you have any questions in regard to this proposal please contact me at (949) 363-6461 or by email at [steve@bucknam.net](mailto:steve@bucknam.net).

Very truly yours,



C. Stephen Bucknam Jr., P.E.  
President

cc: E. Davidson  
J. Bucknam



## STANDARD HOURLY RATE SCHEDULE

<u>Category</u>	<u>Rate</u>
Principal	\$ 298
Senior Project Manager / Planner	240
Project Manager	225
Senior Engineer / Planner/ Management Analyst	210
Construction Manager	198
Management Analyst	190
Project Engineer / Planner, Principal Inspector	185
Engineer / Planner / Senior Inspector / Senior Technician/ Management Assistant	155
Database Programmer / Project Planner	145
Assistant Engineer / Technician / Planner / Inspector	140
CADD Operator	135
Administrative Assistant	130
Clerical / Word Processing	98
Field Technician	95
Forensic Services	Quote

### Reimbursables

Mileage	\$ 0.66/mile
Subconsultant Services	Cost + 15%
Reproduction	Cost + 15%
Travel & Subsistence	Cost + 15%
Fees & Permits	Cost + 15%
Computer Services (External)	Cost + 15%

*Rates Effective 9/1/20*

### **BUCKNAM & ASSOCIATES INC.**

25004 La Plata Drive, Laguna Niguel, California 92677  
T.949.363.6461 F.949.363.6505 [www.bucknam.net](http://www.bucknam.net) [steve@bucknam.net](mailto:steve@bucknam.net)

JUNE 21, 2022

RESOLUTION NO. 22:035

“A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PARAMOUNT, APPROVING AND ADOPTING THE FISCAL YEAR (FY) 2022-2023 ANNUAL MUNICIPAL OPERATING AND CAPITAL IMPROVEMENT BUDGET, ASSIGNING THE FY 2021-2022 SURPLUS, AMENDING THE AUTHORIZED POSITION LISTING AND SALARY SCHEDULE FOR CITY EMPLOYEES, AND AUTHORIZING THE CITY MANAGER TO ADMINISTER SAID BUDGET AND MAKE SUCH CHANGES AS MAY BE NECESSARY DURING THE FISCAL YEAR TO MAINTAIN STANDARDS AND LEVELS OF SERVICES AND ACHIEVE THE INTENT OF THE CITY COUNCIL IN PROVIDING MUNICIPAL SERVICES FOR FY 2022-2023”

MOTION IN ORDER:

READ BY TITLE ONLY AND ADOPT RESOLUTION NO. 22:035.

MOTION:

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

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

[ ] APPROVED

[ ] DENIED

ROLL CALL VOTE:

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

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

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

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



**To:** Honorable City Council

**From:** John Moreno, City Manager

**By:** Kim Sao, Finance Director  
Clyde Alexander, Assistant Finance Director

**Date:** June 21, 2022

---

**Subject: RESOLUTION NO. 22:035**  
**APPROVING AND ADOPTING THE FISCAL YEAR (FY) 2022-2023 ANNUAL MUNICIPAL OPERATING AND CAPITAL IMPROVEMENT BUDGET, ASSIGNING THE FY 2021-2022 SURPLUS, AMENDING THE AUTHORIZED POSITION LISTING AND SALARY SCHEDULE FOR CITY EMPLOYEES, AND AUTHORIZING THE CITY MANAGER TO ADMINISTER SAID BUDGET AND MAKE SUCH CHANGES AS MAY BE NECESSARY DURING THE FISCAL YEAR TO MAINTAIN STANDARDS AND LEVELS OF SERVICES AND ACHIEVE THE INTENT OF THE CITY COUNCIL IN PROVIDING SERVICES FOR FY 2022-2023**

The City Council was presented an overview of the Fiscal Year (FY) 2022-23 Proposed Budget at its meeting on June 8, 2022. The City Council is conducting an in depth review of the Proposed Budget for FY 2022-23 at the Study Session tonight.

We are very pleased to present the FY 2022-23 Proposed Budget, which builds on our continuing recovery from the pandemic. Aligned with the City's vision, mission, and values, the FY 2022-23 budget invests in enhancements to services and infrastructure that will improve the quality of life for our residents for decades to come.

This budget outlines our spending plan that continues to address the community's needs, while positioning Paramount to fully restore programs and services as the post-COVID-19 recovery takes shape. The overwhelming approval of the March 2020 Measure Y sales tax measure provided a much-needed revenue stream during the pandemic to offset the loss of revenues in many areas. The additional revenues from Measure Y, along with our conservative and fiscally responsible spending policies, have provided funding for much-needed capital improvement projects and allowed us to propose a balanced budget for FY 2022-23.

For FY 2022-23, the overall Operating, Capital Improvement Projects Budget, and Transfers Out total \$78,671,450 across all funds (General Fund, Special Revenue/Restricted Funds, and Water Fund), with total Estimated Revenues, Transfers In, and other sources of \$79,688,550, leaving an overall surplus of \$1,017,100.

The FY 2022-23 Budget for General Fund (non-restricted), which includes capital improvements and transfers out, totals \$37,386,850. Estimated revenues total \$37,785,400, resulting in a surplus of \$398,550 at June 30, 2023.

General Fund revenue forecasts a 2.5% decrease from the prior year for a total of \$37.8 million for FY 2022-23. The decrease is due mainly to a \$671,500 decrease in total tax revenues and \$299,100 in Development Fees. In FY 2021-22, increases in sales and use tax revenues from the prior FY 2020-21 were due to the reopening of the economy and one-time receipts from delayed business sales tax payments carried over from the pandemic that will not be anticipated in FY 2022-23. The revenue forecast also indicates the stabilizing and slowing down of the economy as compared to prior years.

For the Restricted Funds, which comprise mainly grant funds, the total Expenditure Budget is \$30,841,950. This includes operating expenditures of \$10,930,600, Capital Improvements Projects of \$19,009,850, and a transfers-out of \$901,500. Estimated revenues, transfers-in, and other sources total \$31,091,900, leaving a surplus of \$249,950. Due to certain grant funds being advanced to the City in prior years, these restricted revenues accumulated in the fund balance are used to cover the operating and capital improvement expenditures of fiscal year 2022-23.

The FY 2022-23 Budget for the Water Fund, including capital improvements, totals \$10,442,650. The estimated revenues, other sources and transfers-in total \$10,811,250, leaving a budget surplus of \$368,600 at the end of the fiscal year.

### **Budget Highlights**

At tonight's City Council Study Session meeting, each Department will present their operating and capital improvement budget highlights for FY 2022-23. The following budget highlights will be presented in more detail at the meeting.

#### **Human Resources**

The City is preparing to enter FY 2022-23 fully operational, resulting in staffing levels, programs, and services returning to normal operating levels. This budget proposes a 5% Cost of Living Adjustment (COLA), effective the first full pay period beginning July 2, 2022, to all full-time and part-time positions, excluding the City Manager and STAR part-time positions, and reduces 1.5% of the Employer Paid Member Contribution (EPMC) for Classic employees to 2.5%.

In addition, job classification adjustments, position upgrades, and employee benefits will be covered in more detail with tonight's budget presentation.

#### **Capital Improvement Projects (CIP)**

The capital improvement budget for FY 2022-23 is \$21,671,550, which includes \$15,968,550 carried over from the prior year and \$5,703,000 representing new projects.

The major sources of these projects include \$2,358,000 from General Fund, \$3,082,000 from SB1 – Active Transportation (ATP), \$2,727,450 from the California Natural Resources Agency (CNRA), \$1,350,000 from the Rivers/Mountains Conservancy (RMC) fund, \$1,235,000 from the CA Parks & Recreation Grant, \$1,120,000 from the American Rescue Plan Act fund (ARPA), \$1,089,000 from Prop C, \$1,004,200 from Prop 68, \$1,001,000 from the Highway Bridge Repair grant, and the remainder from other restricted funds.

The capital improvement budget continues our robust efforts to improve our parks and public facilities, as well as handle vital maintenance needs. We will replace playground equipment, refurbish the exterior of Progress Park Plaza, renovate the interior of the Spane Park Community Center, and replace the roof at the Paramount Park Pool building. For sustainability projects, we are continuing the upgrades to LED lighting at All American and Progress Parks.

### **Fund Balance Transfers, Reserves and Carryover**

#### **FY 2021-22 General Fund**

As we are now reaching the end of the current FY 2021-22, we have revised the General Fund estimated revenue from \$36,922,950, since the midyear projection, to \$38,742,250 at year-end. This is an increase of \$1,819,300 due mainly to increases in sales and use tax revenue.

Projected expenditures decreased by a net of \$250,550, due to incomplete or delayed projects and purchases, salary savings, as well as increases to capital improvement projects. The following CIPs were added since the midyear report:

Project No. 9269 Salud Park Fence Repair	\$20,000
Project No. 9281 Clearwater Replacement	\$25,000
Project No. 9296 Park Trash Cans	\$25,000
Project No. 9297 City Yard HVAC Replacement	\$15,000
Project No. 9298 Substation Boiler Replacement	\$20,000

The net impact of the increase in revenue and the decrease in expenditures resulted in a better than projected surplus of \$2,179,850. As such, staff proposes to make a transfer of \$1,200,000 from the General Fund to the Equipment Replacement Fund. This transfer will replenish the Equipment Replacement Fund in preparation of two large projects that the City will be undertaking in the next few years: the replacement of furniture at City Hall and other City facilities, and the replacement of the City's outdated financial software system, which is expected to be decommissioned in 2027.

Another year-end process normally done during the budget process requires assigning a portion of the unassigned General Fund balance to CIP Reserves in order to properly fund the continuation of Capital Improvement Projects that were not completed by

June 30, 2022 and will carry over to FY 2022-23. A total of \$857,200 CIP funded by the General Fund needs to be carried over for the FY 2022-23 CIP projects.

After transferring \$1,200,000 and reserving \$857,200, FY 2021-22 ends with an estimated surplus of \$122,650.

#### FY 2022-23 Continuing Appropriation for Carryover Projects

Part of the adoption of the FY 2022-23 Budget includes the continuing appropriation for carryover Capital Improvement Projects. Several ongoing capital improvements that were budgeted in FY 2021-22 were not completed as of June 30, 2022. Therefore, funds appropriated in FY 2021-22 must be re-appropriated to FY 2022-23. Of the total \$21,671,550 CIP Budget proposed for FY 2022-23, \$15,968,550 represents a carryover of the appropriation. A list of these carryover projects can be found on pages 148 to 150 of the Budget.

#### Conclusion

Finally, in FY 2021-22, the City Council approved a budgetary policy to maintain \$13 million in the General Fund unassigned fund balance or 35% of the total General Fund operating budget, whichever is greater. This year's budget continues to maintain the \$13 million minimum balance, which represents 38% of the General Fund operating budget of \$34,028,850. The FY 2022-23 projected ending fund balance is \$15,330,750.

This budget continues our commitment to fiscal responsibility that provides the greatest amount of focus on our community and capital improvements with our given resources. Within this budget, we have maximized the use of available outside resources to perform necessary Capital Improvement Projects and their related overhead costs. This balanced operating budget will continue to protect General Fund reserves while providing the optimum levels of public safety and community programs to our residents.

The following resolutions relating to the adoption of the City's annual budget are included:

- a) Resolution No. 22:035 – Adopting the City of Paramount FY 2022-2023 Budget
- b) Resolution No. 22:036 – Adopting the Annual Appropriations Limit for FY2022-23
- c) Resolution No. 22:038 – Setting the Employer Paid Contribution (EMPC) at 2.5% effective July 1, 2022; 1.0% effective July 1, 2024, and 0% effective July 1, 2024
- d) for Classic CalPERS Employees

#### **VISION, MISSION, VALUES, AND STRATEGIC OUTCOMES**

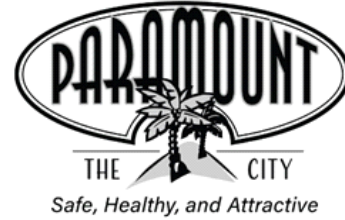
The City's Vision, Mission, and Values set the standard for the organization; establish priorities, uniformity and guidelines; and provide the framework for policy decision making. The Strategic Outcomes were implemented to provide a pathway to achieving the City's Vision. This item aligns with Strategic Outcome No. 6 Efficient, Effective, and Fiscally Responsible.

**RECOMMENDED ACTION**

It is recommended that the City Council read by title only and adopt Resolution No. 22:035.

CITY OF PARAMOUNT

# ATTACHMENT



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THE FISCAL YEAR 2022-2023 PROPOPOSED BUDGET IS  
AVAILABLE FOR REVIEW IN THE CITY CLERK'S OFFICE  
OR ON THE CITY'S WEBSITE AT THE FOLLOWING LINK:

<https://www.paramountcity.com/government/departments/finance>



CITY OF PARAMOUNT  
LOS ANGELES COUNTY, CALIFORNIA

**RESOLUTION NO. 22:035**

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PARAMOUNT, APPROVING AND ADOPTING THE FISCAL YEAR (FY) 2022-2023 ANNUAL MUNICIPAL OPERATING AND CAPITAL IMPROVEMENT BUDGET, ASSIGNING THE FY 2021-2022 SURPLUS, AMENDING THE AUTHORIZED POSITION LISTING AND SALARY SCHEDULE FOR CITY EMPLOYEES, AND AUTHORIZING THE CITY MANAGER TO ADMINISTER SAID BUDGET AND MAKE SUCH CHANGES AS MAY BE NECESSARY DURING THE FISCAL YEAR TO MAINTAIN STANDARDS AND LEVELS OF SERVICES AND ACHIEVE THE INTENT OF THE CITY COUNCIL IN PROVIDING MUNICIPAL SERVICES FOR FY 2022-2023

WHEREAS, the City Manager has prepared the Fiscal Year 2022-2023 Annual Municipal Operating and Capital Improvement Budget (FY 2022-2023 Budget) in accordance with the Paramount Municipal Code, Section 2.08.20(E); and

WHEREAS, the City Council has examined the Fiscal Year 2022-2023 Budget with the City Manager; and

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

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

WHEREAS, the City Council has reviewed the estimated Fiscal Year 2021-2022 revenues, expenditures, and fund balances as projected to the end of the fiscal year; and

WHEREAS, it is the intention of the City Council to assign any General Fund surplus as of June 30, 2022 to unassigned and assigned fund balances within the General Fund and/or to the Equipment Replacement Fund at the discretion of the City Manager and the Finance Director, and while the actual amount of the Fiscal Year 2021-2022 surplus cannot be determined at this time, a balanced budget is included; and

WHEREAS, certain capital improvement projects in Fiscal Year 2021-2022 require continuing appropriations to complete the projects; and

WHEREAS, unassigned fund balances encompass residual amounts that have not been restricted, committed, or assigned. This includes General Fund balance and residual fund deficits, if any, of other governmental funds, and

WHEREAS, the Governmental Finance Officers Association (GFOA) recommends that governments establish a formal policy on the level of unrestricted or unassigned fund balance that should be maintained in the general fund for general accepted accounting principles (GAAP) and budgetary purposes. Nevertheless, GFOA recommends, at minimum, that general-purpose governments maintain unrestricted budgetary fund balance in their general fund of no less than two months of regular general fund operating revenues or regular operating expenditures, and

WHEREAS, the City Council has studied and discussed the Fiscal Year 2022-2023 Budget.

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

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

**SECTION 2.** That the General Fund surplus as of June 30, 2022 shall be assigned to unassigned and assigned fund balances within the General Fund and/or to the Equipment Replacement Fund at the discretion of the City Manager and Finance Director.

**SECTION 3.** That the Fiscal Year 2022-2023 Annual Municipal Operating Budget is hereby approved and adopted by the City Council and that appropriations be made, by department, in the following amounts:

<u>Department</u>	<u>Amount</u>
Council/Commissions	\$ 438,000
Community Promotion	745,100
City Attorney	438,750
City Manager/City Clerk	1,017,650
Administrative Services	2,080,200
Finance	4,501,300
Planning	4,947,400
Public Safety	15,428,100
Community Services	6,090,850
Public Works	<u>19,411,050</u>
 TOTAL OPERATING EXPENDITURES BY DEPT	 <u>\$ 55,098,400</u>

**SECTION 4.** That the above appropriations for Fiscal Year 2022-2023 shall be expended by the following funds:

<u>Fund</u>	<u>Amount</u>
111 General Fund	\$ 34,052,850
211 Community Development Block Grant	899,250
212 HOME Investment Partnership Act	403,650
213 HOME Investment Partnership Act - ARP	350,000
216 American Rescue Plan Act (ARPA)	2,040,000
221 After School Education and Safety	2,425,700
222 Gas Tax Fund	1,263,900
223 Traffic Safety Fund	100,000
224 AB 939 Fees	120,050
225 AB 2766 Subvention Funds	27,800
231 Proposition A Transit Tax	797,900
232 Proposition C Transit Tax	219,050
233 Measure R Transit Tax	64,650
234 Measure M Transit Tax	79,400
289 Measure W Safe Clean Water Tax	699,000
292 Public Access	7,000
293 Storm Drain Fees	5,000
294 General Plan	415,000
295 Property Assessments	14,150
296 Other Grants Fund:	
Cal Recycle	5,000
Cal Fire State Grant	142,500
Cal-OES/FEMA	15,000
Federal Grant	200,000
LA County Probation Grant	62,500
LA County Discretionary Grant	25,000
SB 2 Planning Grant	110,000
SB 821 Sidewalk/Bikeway	51,900
SB 1383	43,000
State COPS	162,300
Used Oil	7,900
521 Equipment Replacement Fund	150,000
511 Municipal Water Fund	<u>10,138,950</u>
<b>TOTAL OPERATING EXPENDITURES BY FUND</b>	<b><u>\$ 55,098,400</u></b>

**SECTION 5.** That the Fiscal Year 2022-2023 Annual Municipal Capital Improvement Budget is hereby approved and adopted by the City Council and that appropriation be made, by project, in the following amounts:

<u>NEW CAPITAL PROJECTS FOR FY 2022-2023</u>	<u>Amount</u>
9310 Installation of Services & Hydrants - 2023	\$ 75,000
9311 Annual Valve Replacement - 2023	25,000
9330 Arterial Street Resurfacing - 2023	510,000
9331 Neighborhood Street Resurfacing - 2023	1,145,000
9332 Bus Shelter Installation	540,000
9333 Curb Address Painting	60,000
9350 All-American Park Playground Replacement	250,000
9351 Progress Park Playground Replacement	200,000
9352 Progress Plaza Exterior Improvements	350,000
9353 Paramount Park Community Center Interior Imp	115,000
9354 Paramount Pool Interior Upgrades	80,000
9355 Paramount Park Playground Shade Replacement	30,000
9356 Paramount Park Outdoor Restroom Renovations	60,000
9357 Salud Park Portable Restroom	115,000
9358 Spane Park Facility Improvements	300,000
9370 Paramount Park Roof Replacement	150,000
9371 Neighborhood Enhancement Program-2023	100,000
9372 Paramount Paints Program-2023	45,000
9373 City Hall Restroom Renovations	60,000
9374 City Hall Landscape and Irrigation Repairs	40,000
9375 City Yard Restroom Renovation	350,000
9376 City Yard Kitchen/Water Lab Renovations	40,000
9377 City Yard Fencing Repairs	65,000
9378 White Vinyl Fencing Replacement	25,000
9379 Community Center A/V	55,000
9380 Mariposa A/V Replacement	25,000
9381 Bus Benches & Trash Cans	400,000
9382 City Hall Furniture Replacement	100,000
9383 City Hall Conference Room Furniture Replacement	30,000
9384 City Hall Kitchen Renovation	60,000
9390 All-American Park Lighting Upgrades	40,000
9391 Progress Park Exterior Lighting Replacement	245,000
9392 Park Trash Cans	<u>18,000</u>
Subtotal New Capital Projects FY 2022-2023	<u>\$ 5,703,000</u>

<u>CARRY-OVER CAPITAL PROJECTS FROM FY 2021-2022</u>	<u>Amount</u>
9112 Well #15 VFD Installation	\$ 90,000
9116 Well #16 Design/Construction	113,700
9132 WSAB Bikeway Phase 2	2,822,450
9134 Civic Center Monument Sign	25,000
9136 Alondra Blvd. Widening	435,000
9230 Arterial Street Resurfacing - 2023	622,000
9234 City Entry Monument Signs	52,500
9235 Traffic Safety Improvements	305,000

<u>CARRY-OVER CAPITAL PROJECTS FROM FY 2021-2022</u>	<u>Amount</u>
9237 WSAB Bikeway Phase 3	1,350,000
9254 Paramount Park Playground	200,000
9258 Dills Park Community Orchard	1,365,000
9259 Dills Park Restroom and Renovation	1,092,000
9261 Progress Park Picnic Shelter	40,000
9265 Gym Improvements	287,200
9266 Paramount Park Ballfield Lighting	250,000
9267 Progress Park Ballfield Lighting	300,000
9268 Mariposa Classroom Conversion	235,000
9274 Emergency Operations Equipment	200,000
9276 Civic Center Fountain Upgrade	300,000
9277 Clearwater A/V System Replacement	119,700
9280 City Hall Conference Room Upgrade	70,000
9290 EV Charging Stations	50,000
9294 HVAC Upgrades – Paramount Gym	85,000
9295 Spane Park Stormwater Capture	447,000
9833 Rosecrans Bridge Repair	2,030,000
9932 WSAB Bikeway Phase 2	<u>3,082,000</u>
Subtotal Carry-Over Projects from FY 2021-2022	<u>\$ 15,968,550</u>
TOTAL CAPITAL IMPROVEMENTS FY 2022-2023	<u>\$ 21,671,550</u>

**SECTION 6.** That the above capital improvement project appropriations for Fiscal Year 2022-2023 shall be expended by the following funds:

<u>Fund</u>	<u>Amount</u>
111 General Fund	\$ 2,358,000
111 Capital Improvement Project (CIP) Reserve	857,200
216 American Rescue Plan Act (ARPA)	1,120,000
225 AB 2766 Subvention Fund	50,000
227 SB 1 – Road Maintenance & Repair Act (RMRA)	245,000
231 Proposition A Transit Tax	940,000
232 Proposition C Transit Tax	1,089,000
234 Measure M Transit Tax	222,000
233 Measure R Transit Tax	900,000
296 California Natural Resources Agency (CNRA)	2,727,450
296 California Park and Recreation Grant	1,235,000
296 Early Action Grant	635,000
291 Public Art Fund	45,000
289 Measure W Safe Clean Water	447,000
296 Other Grant Funds:	
Federal Grant	300,000
Highway Bridge Repair Program (HBR)	1,001,000
Highway Safety Improvement Program (HSIP)	250,000

<u>Fund</u>	<u>Amount</u>
Measure A Park Grant	\$ 500,000
Metro Pass-Thru	800,000
SB 1 – Active Transportation Program (ATP)	3,082,000
Proposition 68 Parks & Water Bond Act	1,004,200
Rivers/Mountains Conservancy (RMC)	1,350,000
521 Equipment Replacement Fund	210,000
511 Municipal Water Fund	<u>303,700</u>
<b>TOTAL CAPITAL IMPROVEMENT APPROPRIATIONS</b>	<b><u>\$ 21,671,550</u></b>

**SECTION 7.** That the City shall not undertake any capital improvements without adequate environmental review and approval.

**SECTION 8.** That a cost-of-living adjustment of five (5) percent for all full-time employees and part-time employees, excluding STAR part-time employees, is effective with the pay period beginning July 2, 2022.

**SECTION 9.** That, generally, adjustments to employee benefits that have a budgetary impact shall be approved by the City Council in a separate Resolution, including changes to retirement contributions (i.e. Employer Paid Member Contributions).

**SECTION 10.** That the City Council amends the Authorized Position Listing for Full-Time Positions and Part Time Positions as listed below, which includes newly created Position Classifications (job specifications attached as Exhibit A):

**AUTHORIZED POSITION LISTING  
FOR FULL-TIME POSITIONS**

<u>Positions Authorized</u>	<u>Job Classification Titles</u>	<u>Pay Range Number</u>	<u>FLSA Status</u>
1	City Manager	279	Exempt
1	City Attorney	261	Exempt
1	Assistant City Manager	257	Exempt
1	Community Services Director	255	Exempt
1	Finance Director	255	Exempt
1	Planning Director	255	Exempt
1	Public Safety Director	255	Exempt
1	Public Works Director	255	Exempt
1	City Clerk	252	Exempt
1	Assistant Community Services Director	250	Exempt
1	Assistant Finance Director	250	Exempt
1	Assistant Planning Director	250	Exempt
1	Assistant Public Safety Director	250	Exempt
1	Assistant Public Works Director	250	Exempt
1	Building & Safety Manager	204	Exempt

<u>Positions Authorized</u>	<u>Job Classification Titles</u>	<u>Pay Range Number</u>	<u>FLSA Status</u>
1	Human Resources Manager	202	Exempt
1	Public Works Operations Manager	196	Exempt
1	Public Information Officer	194	Exempt
1	Water Superintendent	192	Exempt
1	Information Technology (IT) Manager	190	Exempt
2	Senior Accountant	188	Exempt
1	Public Works Manager	186	Exempt
1	Senior Services Program Supervisor	183	Exempt
2	Building and Safety Inspector	182	Non-Exempt
1	Senior Information Technology (IT) Analyst	180	Non-Exempt
1	Management Analyst II	178	Exempt
1	Water Supervisor	178	Non-Exempt
2	Maintenance Supervisor	173	Exempt
1	Associate Planner	170	Exempt
3	Community Services Supervisor	170	Exempt
1	Finance Supervisor	170	Exempt
4	Management Analyst	170	Exempt
1	Senior Code Enforcement Officer	165	Exempt
1	Community Service Officer Supervisor	163	Non-Exempt
1	Executive Assistant	163	Non-Exempt
3	Code Enforcement Officer	157	Non-Exempt
1	Graphic Artist/Social Media Coordinator	151	Non-Exempt
1	Community Services Specialist	151	Non-Exempt
3	Senior Water Operator	151	Non-Exempt
2	Finance Technician	148	Non-Exempt
1	Payroll Technician	148	Non-Exempt
6	Administrative Assistant	148	Non-Exempt
6	Senior Maintenance Worker	148	Non-Exempt
1	Warehouse Attendant	148	Non-Exempt
7	Community Service Officer	142	Non-Exempt
1	Parking Control Officer	140	Non-Exempt
3	Office Assistant II	137	Non-Exempt
8	Maintenance Worker	137	Non-Exempt
4	Water Operator	137	Non-Exempt
<u>90</u>			

AUTHORIZED POSITION LISTING  
FOR PART-TIME POSITIONS

<u>Job Classification Titles</u>	<u>Pay Range Number</u>
Maintenance Aide	01
Recreation Leader	01
Water Operator Aide	01
Senior Recreation Leader	03
Office Assistant I	03
Administrative Intern	05
Planning Intern	05
Recreation Coordinator	05
Finance Aide	07
Public Service Assistant	07
Executive Aide	10
Human Resource Assistant	10
Recreation Assistant	12
Finance Assistant	13
Communications Specialist	20
Information Technology Specialist	20
Building Permit Technician	25
Code Enforcement Officer	25
Accounting Specialist	28

POSITION LISTING  
FOR PART-TIME STAR POSITIONS

<u>Job Classification Titles</u>	<u>Pay Range Number</u>
STAR Program Leader	S04
STAR Senior Program Leader	S07
STAR Program Coordinator	S14
STAR Program Assistant	S21



**SECTION 11.** That the City Council amends the "Salary Tables" as follows:

**CITY OF PARAMOUNT  
FULL-TIME SALARY TABLE  
(Effective 07/02/2022)**

<b>RANGE</b>	<b>STEP A</b>	<b>STEP B</b>	<b>STEP C</b>	<b>STEP D</b>	<b>STEP E</b>
137	4,288.19	4,502.60	4,727.73	4,964.12	5,212.32
140	4,418.13	4,639.03	4,870.98	5,114.53	5,370.26
142	4,506.93	4,732.28	4,968.89	5,217.34	5,478.20
145	4,643.49	4,875.67	5,119.45	5,375.43	5,644.20
148	4,784.20	5,023.41	5,274.58	5,538.31	5,815.22
151	4,929.16	5,175.62	5,434.40	5,706.12	5,991.43
153	5,028.24	5,279.65	5,543.63	5,820.82	6,111.86
155	5,129.31	5,385.77	5,655.06	5,937.81	6,234.70
157	5,232.41	5,494.03	5,768.73	6,057.16	6,360.02
160	5,390.95	5,660.50	5,943.53	6,240.70	6,552.74
163	5,554.30	5,832.02	6,123.62	6,429.80	6,751.29
165	5,665.95	5,949.24	6,246.71	6,559.04	6,886.99
170	5,954.97	6,252.71	6,565.35	6,893.62	7,238.30
173	6,135.41	6,442.18	6,764.29	7,102.50	7,457.63
174	6,196.76	6,506.60	6,831.93	7,173.53	7,532.20
178	6,448.38	6,770.79	7,109.33	7,464.80	7,838.04
180	6,577.99	6,906.89	7,252.23	7,614.84	7,995.58
182	6,710.21	7,045.72	7,398.00	7,767.90	8,156.30
183	6,777.31	7,116.17	7,471.98	7,845.58	8,237.86
186	6,982.67	7,331.80	7,698.39	8,083.31	8,487.47
188	7,123.02	7,479.17	7,853.13	8,245.78	8,658.07
190	7,266.19	7,629.50	8,010.98	8,411.52	8,832.10

192	7,412.24	7,782.85	8,172.00	8,580.60	9,009.63
194	7,561.23	7,939.29	8,336.25	8,753.07	9,190.72
196	7,713.21	8,098.87	8,503.81	8,929.00	9,375.45
202	8,187.73	8,597.11	9,026.97	9,478.32	9,952.23
204	8,352.30	8,769.91	9,208.41	9,668.83	10,152.27
250	9,066.54	9,519.87	9,995.86	10,495.65	11,020.44
252	9,699.60	10,184.58	10,693.80	11,228.49	11,789.92
255	11,408.38	11,978.79	12,577.73	13,206.62	13,866.95
257	14,145.96	14,853.25	15,595.92	16,375.71	17,194.50
261	12,269.61				
279	19,166.67				

**CITY OF PARAMOUNT  
PART-TIME SALARY TABLE  
(Effective 07/02/2022)**

<b>RANGE</b>	<b>STEP A</b>	<b>STEP B</b>	<b>STEP C</b>	<b>STEP D</b>	<b>STEP E</b>
01	15.75	16.54	17.36	18.23	19.14
03	16.55	17.37	18.24	19.16	20.11
05	17.39	18.25	19.17	20.13	21.13
07	18.27	19.18	20.14	21.14	22.20
10	19.67	20.65	21.69	22.77	23.91
12	20.67	21.70	22.78	23.92	25.12
13	21.18	22.24	23.35	24.52	25.75
20	25.18	26.44	27.76	29.15	30.60
25	28.49	29.91	31.41	32.98	34.63
28	30.68	32.21	33.82	35.51	37.29

**CITY OF PARAMOUNT  
STAR PART-TIME SALARY TABLE  
(Effective 01/29/2022)**

<b>RANGE</b>	<b>STEP A</b>	<b>STEP B</b>	<b>STEP C</b>	<b>STEP D</b>	<b>STEP E</b>
S04	16.15	16.96	17.81	18.70	19.63
S07	17.40	18.27	19.18	20.14	21.14
S14	20.68	21.71	22.80	23.94	25.13
S21	24.58	25.81	27.10	28.45	29.88

**SECTION 12.** That the Gann Appropriations Limitation has been duly approved by Resolution No. 22:036.

**SECTION 13.** That the City Council authorizes and directs the City Manager or his/her designee to make any necessary changes and adjustments to the approved appropriations up to \$10,000, or to fiscal and personnel matters, or enter into and execute agreements necessary to administer City operations and capital improvement projects in order to assure adequate and proper standards of service and to achieve the intent of the City Council in providing municipal services for Fiscal Year 2022-2023.

**SECTION 14.** That the City will maintain a minimum of \$13 million in the General Fund unassigned fund balance or 35% of the total General Fund operating budget, whichever is greater, until such time the City deems it appropriate to commit or assign the balance for specific uses.

**SECTION 15.** That the City Council hereby directs the City Manager to have the FY 2022-2023 Budget prepared for general distribution.

**SECTION 16.** The Mayor, or presiding officer, is hereby authorized to affix his/her signature to this resolution signifying its adoption and the City Clerk or his/her duly appointed deputy is directed to attest thereto.

**SECTION 17.** This Resolution shall take effect immediately upon its adoption.

PASSED, APPROVED and ADOPTED by the City Council of the City of Paramount this 21<sup>st</sup> day of June 2022.

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Vilma Cuellar Stallings, Mayor

ATTEST:

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Heidi Luce, City Clerk



# Building Permit Technician - PT

## Class Specification

**FLSA Designation:** Non-Exempt

**Salary Range:** 25

**Effective:** July 1, 2022

**Revised:** N/A

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### **DEFINITION**

Under direction, to perform a variety of specialized technical and clerical duties to assist the public, developers and various outside agencies with issues related to building codes, building permit applications and related matters; to receive, review and process building permit applications; to issue building permits and collect fees; to serve as a technical resource to the public regarding building permit requirements and procedures; and to perform other related duties as assigned.

### **DISTINGUISHING CHARACTERISTICS**

This is a specialized technical class in the Planning Department. Incumbents must have a general knowledge of building codes and permitting processes to assist customers in obtaining building permits, while exercising a moderate amount of discretion and independent judgment to determine whether the requirements for obtaining a building permit have been met.

### **SUPERVISION RECEIVED AND EXERCISED**

An incumbent in this class receives direct supervision from the Building and Safety Manager. An incumbent in this class does not exercise supervision.

### **ESSENTIAL JOB DUTIES**

- Perform a variety of technical office duties to coordinate building counter operations and assist the public, developers and various outside agencies with issues related to building codes, building permit applications and related matters.
- Receive building permit applications submitted by individuals, developers and other various agents; review forms, plans and related information for accuracy, completeness and compliance with established State, County and City laws, codes and regulations; determine whether plans meet the minimum requirements for submission.
- Calculate and collect fees for plan review and building permit approval based on established fee schedules; issue permits as authorized.
- Prepare and maintain accurate departmental records, reports and files related to permits and assigned activities; research building files and records to gather requested information.
- Answer department phones and greet visitors; provide building permit and related information to contractors, developers, other departments, outside agencies and the public; direct calls and visitors to appropriate departments and individuals as needed; resolve issues and concerns within scope of authority.
- Prepare reports for use by departmental staff, City managers and/or State agencies as directed.
- Perform a variety of general clerical and secretarial support duties; type letters, lists,

memoranda, purchase orders and other documents from oral and written instructions; make copies; schedule appointments; compile and tabulate data.

- Communicate with other departments, outside agencies and the public to exchange information and resolve issues or concerns.
- Perform other related duties as assigned.

## **MINIMUM QUALIFICATIONS**

### **Knowledge of:**

- Basic building permit and plan checking procedures, codes, rules, regulations and guidelines.
- Modern office practices, procedures and equipment.
- Advanced clerical methods of researching, gathering, organizing and reporting data.
- Advanced clerical customer service techniques, including telephone techniques and etiquette.
- Advanced clerical recordkeeping, principles, procedures, and data reporting techniques.
- Advanced clerical filing systems and techniques.
- Basic mathematics, including addition, subtraction, multiplication, division and percentages.
- Correct English usage, including grammar, spelling, punctuation and vocabulary.
- Organization, procedures, and operating details of the assigned department.

### **Skill to:**

- Effectively utilize modern office equipment, including personal computers and standard business software such as the Microsoft Office Suite.
- Gather accurate information through interviews and inquiries.
- Type and enter data accurately and at a speed necessary for successful job performance.
- Complete work on time despite potentially frequent interruptions.
- Interact with the public using tact, patience and courtesy.
- Perform mathematical calculations quickly and accurately using addition, subtraction, multiplication, division and percentages.
- Safely operate one or more types of vehicles if required by assignments.

### **Ability to:**

- Learn the policies, procedures, rules and regulations pertaining to the building permit process, and apply them to make decisions requiring skilled judgment.
- Review, audit and process detailed technical documents with a high level of accuracy.
- Interact frequently with the public and provide customer service in a calm, courteous and helpful manner.
- Communicate difficult information to potentially angry or hostile customers.
- Prepare or compose a variety of technically complex and/or sensitive memoranda, correspondence, reports, charts, tables and forms, including documents that must comply

with difficult formats or protocols.

- Maintain records and files using a variety of organizational tools and filing structures.
- Communicate effectively, both orally and in writing.
- Establish and maintain cooperative and effective working relationships with others.
- Maintain supplies - including permit job cards, forms and related documents.
- Provide temporary staff coverage when necessary.
- Read and interpret plans specifications, construction documents, and maps.
- Calculate square footage, fees, and/or penalties from plans.
- Effectively prioritize walk-up traffic, email, phone calls, and other requests.
- Perform related duties as assigned.

## **EDUCATION AND EXPERIENCE**

### **Experience:**

One (1) year of customer service experience required.

### **Training:**

High school graduation or equivalent required.

### **License or Certificate:**

Possession of an appropriate, valid driver's license and insurability at regular rates for the City's automobile insurance. Must obtain International Code Council (ICC) certification as a Permit Technician within one year of hire.

### **Desirables:**

Experience reviewing building plans and issuing building permits is desirable.

College coursework or trade school in drafting, architecture, blueprints, and/or construction drawings is desirable.

*Essential duties require the following physical skills and work environment:*

### **PHYSICAL DEMANDS**

Work is primarily performed in a standard office setting and requires: the use of standard office equipment, including a computer; vision to read printed materials and a computer screen; hearing and speech to communicate in person and over the telephone; the ability to perform work that is primarily sedentary, although standing in and walking between work areas may be required; finger dexterity to access, enter, and retrieve data using a computer keyboard or calculator and to operate standard office equipment; occasional bending, stooping, kneeling, reaching, pushing and pulling drawers open and closed to retrieve and file information; lifting, carrying, pushing and pulling materials and objects weighing up to 25 pounds.

### **ENVIRONMENTAL ELEMENTS**

Work is primarily performed in an office environment with moderate noise levels, controlled temperature conditions and no direct exposure to hazardous physical substances; may require

interacting with upset staff and/or public and private representatives and contractors in interpreting and enforcing departmental and City policies and procedures.





# Executive Aide- PT

## Class Specification

**FLSA Designation:** Non-Exempt

**Salary Range:** 10

**Effective:** July 1, 2022

**Revised:** N/A

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### **DEFINITION**

Under direction, to perform complex secretarial, technical and administrative support duties for executive level management including those requiring advanced and specialized knowledge of departmental functions and activities; to plan, coordinate and organize assigned activities; to research, evaluate, compose and track information from a variety of sources; to respond to questions and complaints requiring advanced interpretation and application of departmental or program policies, procedures, rules and regulations; coordinate the flow of office communications and information between the department head, other department staff, City officials, external agencies and/or the public; and to perform other related duties as assigned.

### **DISTINGUISHING CHARACTERISTICS**

Positions in this class may be allocated to various departments throughout the City. Incumbents perform highly advanced and specialized clerical, secretarial, technical and customer service tasks which may vary depending on the assigned department or program. Incumbents are expected to interact with and handle sensitive subject-matter of the executive staff, including the City Clerk, Assistant City Manager, City Attorney, and City Manager. The incumbent frequently exercises substantial discretion and independent judgment to make decisions and take required actions based on specialized and complex departmental policies, procedures, rules and regulations.

### **SUPERVISION RECEIVED AND EXERCISED**

An incumbent in this class receives direct supervision from a department head or other executive manager.

### **ESSENTIAL JOB DUTIES**

- Perform complex secretarial, technical and administrative support duties including those requiring specialized knowledge of departmental functions and activities.
- Respond to inquiries from the public and/or other agents received through in-person visits, phone calls, emails, mail or website requests; investigate and resolve complaints; initiate work orders and other forms to forward inquiries to appropriate staff, research and gather additional information to assist other staff in their investigations or follow up and maintain confidentiality.
- Coordinate the flow of office communications and information between the department head, department staff, other City officials, other department managers, external agencies and/or the public; prepare and format a variety of difficult and technical reports, letters, resolutions and other documents, including confidential material; compose correspondence independently or from instructions; type various letters, statistical data, agendas, memos, bulletins, lists, forms and

other materials as directed; prepare, format, edit and proofread written materials; compile, duplicate and distribute materials as needed.

- Prepare City Council and other committee/commission agenda items; maintain office and/or departmental procedure manuals; maintain and monitor work logs and tracking systems; develop and maintain specialized department templates and forms; maintain a variety of confidential information and complex files and records.
- Regularly interacts with City Council members, City Attorney, City Clerk, and City Manager.
- Receives, reviews, tracks Public Records Request.
- May assist in coordinating the department head's calendar; coordinate and arrange meetings, appointments, events and activities; gather materials and prepare binders/packets for meeting attendants; post information on bulletin boards and websites; record and prepare minutes; schedule facilities and coordinate setup/decorations; make travel arrangements; prepare and disseminate calendars of events; order food and drink items; obtain prizes and/or gifts.
- Receive, open, sort, screen and distribute incoming mail; follow-up on received correspondence to ensure timely response; prepare and disseminate materials and information to the public and City personnel concerning office functions and activities.
- Develop, implement and maintain complex logs and electronic data systems; query data from manual and/or automated systems to respond to public information requests, answer customer questions, complete documents and prepare management reports.
- Perform technical accounting work; review, prepare and process requisitions, contracts, invoices, payments, estimates, refunds, receipts, check requests and other documents; maintain account ledgers, record expenditures, process payments for purchased equipment and supplies, manage department petty cash and monitor budgets; initiate and/or coordinate the purchase of a variety of products, materials, and supplies for department; assist customers and vendors with inquiries regarding payments or charges.
- Monitor inventory levels of department office supplies; order, receive, store and distribute office supplies and schedule repairs as needed.
- Perform other related duties as assigned.

### **MINIMUM QUALIFICATIONS**

#### **Knowledge of:**

- Functions of a municipal administrative office.
- Advanced secretarial methods and procedures.
- Advanced office practices, procedures and equipment.
- Principles of public sector employee supervision and leadership.
- Advanced clerical methods of researching, gathering, organizing and reporting data.
- Advanced methods of prioritizing, planning and organizing office work.
- Advanced time management techniques.
- Advanced clerical customer service techniques.

- Advanced clerical recordkeeping and data reporting techniques.
- Advanced clerical filing systems and techniques.
- Basic mathematics, including addition, subtraction, multiplication, division and percentages.
- Telephone techniques and etiquette.
- Correct English usage, including grammar, spelling, punctuation and vocabulary.
- Personal computers and standard business software to perform secretarial and office administrative tasks.

**Skill to:**

- Effectively utilize modern office equipment, including personal computers and standard business software such as the Microsoft Office Suite.
- Operate a variety of office equipment, including a calculator, copier, fax machine, computer and assigned software.
- Gather accurate information through interviews and inquiries.
- Type and enter data accurately and at a speed necessary for successful job performance.
- Complete work on time despite potential frequent interruptions.
- Perform mathematical calculations accurately using addition, subtraction, multiplication, division and percentages.
- Safely operate one or more types of vehicles if required by assignments.

**Ability to:**

- Plan, organize, prioritize and schedule work.
- Compile and verify data.
- Meet schedules and timelines.
- Analyze situations accurately and adopt an effective course of action.
- Interact frequently with the public and provide customer service in a calm, courteous and helpful manner.
- Communicate difficult information to potentially angry or hostile customers.
- Handle sensitive subject-matter topics of the executive staff and maintain confidentiality with discretion.
- Prepare or compose a variety of technically complex and/or sensitive memoranda, correspondence, reports, charts, tables and forms, including documents that must comply with difficult formats or protocols.
- Review, audit and process detailed technical documents with a high level of accuracy.
- Maintain records and files using a variety of organizational tools and filing structures.
- Maintain accurate calendars and appointment information for self and others.
- Communicate effectively, both orally and in writing.
- Interpret the policies, procedures, rules and regulations of an assigned department to make work decisions requiring skilled judgment.

- Establish and maintain cooperative and effective working relationships with others.

## **EDUCATION AND EXPERIENCE**

### **Experience:**

Two (2) years of journey-level clerical experience, including customer service experience with the public. At least one (1) year providing secretarial support to management is desirable.

### **Training:**

High School graduation or equivalent is required.

### **License or Certificate:**

Possession of an appropriate, valid driver's license and insurability at regular rates for the City's automobile insurance.

*Essential duties require the following physical skills and work environment:*

## **PHYSICAL DEMANDS**

Work is primarily performed in a standard office setting and requires: the use of standard office equipment, including a computer; vision to read printed materials and a computer screen; hearing and speech to communicate in person and over the telephone; the ability to perform work that is primarily sedentary, although standing in and walking between work areas may be required; finger dexterity to access, enter and retrieve data using a computer keyboard or calculator and to operate standard office equipment; occasional bending, stooping, kneeling, reaching, pushing and pulling drawers open and closed to retrieve and file information; lifting, carrying, pushing and pulling materials and objects weighing up to 25 pounds.

## **ENVIRONMENTAL ELEMENTS**

Work is primarily performed with moderate noise levels, controlled temperature conditions, and no direct exposure to hazardous physical substances; may require interacting with upset staff and/or public and private representatives and contractors in interpreting and enforcing departmental and City policies and procedures.



# Communications Assistant

## Class Specification

**FLSA Designation:** Non-Exempt

**Salary Range:** 1

**Effective:** XX

**Revised:** N/A

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### **DEFINITION**

Under direction, to perform professional graphic arts and related work in support of Citywide public information and public affairs programs and activities; to design, create and produce graphic materials for printing or reproduction; to communicate with staff to plan, design and layout text and art work, to participate in the research, organization and composition of press releases for distribution to the local news media and publication in the community; to coordinate, capture and edit digital media to promote and archive the City's events and disseminate information on social media; to manage the City's social media accounts; and to perform other related duties as assigned.

### **DISTINGUISHING CHARACTERISTICS**

This is an entry-level specialized positions that supports the City's public information/public affairs program. Incumbents primarily perform specialized competencies related graphic arts design and production

### **SUPERVISION RECEIVED AND EXERCISED**

An incumbent in this class receives direct supervision from the Public Information Officer and Communications Specialist. An incumbent in this class does not exercise supervision.

### **ESSENTIAL JOB DUTIES**

- Prepare, design, create and produce graphic materials (e.g., press releases, advertisements, fliers, brochures, booklets, etc.) and digital media for printing or posting; format and arrange data; size documents as necessary; prepare materials for printing and distribution.
- Assist with maintaining City website and social media (YouTube, Snapchat, Instagram, Twitter, Facebook, etc.) accounts and content; post newsletters and various other information relevant to the public; respond to comments and inquiries.
- Prioritize, create, plan and layout text and art work; select type style and size, fonts, spacing of letters and text lines, placement and size and type of photos, videos and art work to be used according to staff specifications.
- Confer with management staff to plan, design, proof and revise graphics jobs and determine product output from rough draft, work orders and oral instructions; review work submitted for production; proofread work to assure completeness, quality and clarity of original copy.
- Communicate with clients, staff and other individuals to exchange information and resolve issue or concerns related to costs, timelines, printing needs and new technologies as necessary.
- Assist in the research, organization, composition and editing of press releases for distribution to the local news media and publication in the community; compose and edit press releases related to

organizational services, projects, accomplishments, announcements and related activities; distribute to the local news media and publications in the community as directed.

- Conduct interviews and take photographs of administrators, staff and the public; attend, photograph and report on organization-related events and activities; photograph and/or film interview participants; live-stream City events.
- Assist other City staff in designing and preparing graphic artwork; provide guideline information concerning formatting requirements of large and complex documents; collaborate with administrators to develop appropriate lay-outs and meet organizational needs.
- Attend a variety of assigned meetings, events, committees and workshops.
- Perform other related duties as assigned.

## **MINIMUM QUALIFICATIONS**

### **Knowledge of:**

- Methods, practices, terminology, equipment and procedures used in the design of graphic arts and production of printed materials.
- Page layout and graphic arts design techniques and procedures.
- Practices and equipment used for photography and videography.
- Social media platforms and managing social media accounts.
- Terminology and procedures involved with creating written content for public information.
- Methods of collecting and organizing data and information.
- Modern office practices, procedures and equipment.

### **Skill to:**

- Operate a variety of office and specialized equipment, including a scanner, camera, video camera, laser printer, copier and fax machine.
- Operate an assigned computer, as well as graphics, photo and video software to prepare and design written and graphic materials for printing, reproduction or social media posting.
- Operate reprographic and peripheral equipment in the reproduction of various materials as necessary.
- Gather accurate information through interviews and inquiries.
- Safely operate one or more types of vehicles if required by assignments.
- Adjust to rapidly shifting priorities and timelines.
- Exercise analytical and critical thinking.

### **Ability to:**

- Understand and interpret the policies, procedures, rules and regulations of an assigned department to make decisions requiring skilled judgment.
- Provide skilled graphic art services utilizing a variety of graphic design methods and materials.
- Assist City staff by designing and preparing graphic artwork to meet their business needs.

- Effectively represent the department and/or City in meetings with governmental agencies, community groups, various businesses, professional and regulatory organizations, and individuals.
- Speak convincingly in public, before groups of individuals and before the media.
- Prepare effective and accurate correspondence and reports.
- Administer and update social media platforms and websites.
- Work effectively with sensitive and confidential information in a political environment.
- Interact with the public and provide customer service in a calm, courteous and helpful manner.
- Exercise good judgment, flexibility, creativity and sensitivity in response to changing situations and needs.
- Communicate effectively, both orally and in writing.
- Establish and maintain cooperative and effective working relationships with others.

## **EDUCATION AND EXPERIENCE**

### **Experience:**

One (1) year of professional graphic art design experience or one (1) year of social media or public relations experience.

### **Training:**

Two years of major coursework in journalism, graphic art, fine art, commercial art, or a related area. Equivalent to an Associate's Degree.

### **License or Certificate:**

Possession of an appropriate, valid driver's license and insurability at regular rates for the City's automobile insurance.

*Essential duties require the following physical skills and work environment:*

## **PHYSICAL DEMANDS**

Work is primarily performed in a standard office setting and requires: the use of standard office equipment, including a computer; vision to read printed materials and a computer screen; hearing and speech to communicate in person and over the telephone; the ability to perform work that is primarily sedentary, although standing in and walking between work areas may be required; finger dexterity to access, enter and retrieve data using a computer keyboard or calculator and to operate standard office equipment; occasional bending, stooping, kneeling, reaching, pushing and pulling drawers open and closed to retrieve and file information; lifting, carrying, pushing and pulling materials and objects weighing up to 25 pounds.

## **ENVIRONMENTAL ELEMENTS**

Work is primarily performed in an office environment with moderate noise levels, controlled temperature conditions, and no direct exposure to hazardous physical substances; may require

interacting with upset staff and/or public and private representatives and contractors in interpreting and enforcing departmental and City policies and procedures.





# Communications Specialist

## Class Specification

**FLSA Designation:** Non-Exempt

**Salary Range:** 20

**Effective:** July 1, 2022

**Revised:** N/A

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### **DEFINITION**

Under direction, to perform advanced professional graphic arts and related work in support of Citywide public information and public affairs programs and activities; to serve as lead designer, creator and producer of graphic materials for printing or reproduction; to communicate with staff to plan, design and layout text and art work and determine final output; to administer and manage the city's social media and digital platforms; to coordinate, capture and edit digital media to promote and archive the City's events and disseminate information; and to perform other related duties as assigned.

### **DISTINGUISHING CHARACTERISTICS**

This is a journey-level specialized position that supports the City's public information/public affairs program. Incumbents primarily perform specialized competencies related graphic arts design, public information and production.

### **SUPERVISION RECEIVED AND EXERCISED**

An incumbent in this class receives direct supervision from the Public Information Officer.

### **ESSENTIAL JOB DUTIES**

- Prepare, design, create and produce graphic materials (e.g., advertisements, fliers, brochures, booklets, etc.) and digital media for printing or posting; format and arrange data; size documents as necessary; prepare materials for printing and distribution.
- Administer, and update City website and social media (YouTube, Snapchat, Instagram, Twitter, Facebook, etc.) accounts and content; post newsletters and various other information relevant to the public; respond to comments and inquiries.
- Prioritize, plan and layout text and art work; select type style and size, fonts, spacing of letters and text lines, placement and size and type of photos, videos and art work to be used according to staff specifications.
- Confer with management staff to plan, design, proof and revise graphics jobs and determine product output from rough draft, work orders and oral instructions; review work submitted for production; proofread work to assure completeness, quality and clarity of original copy.
- Communicate with clients, staff and other individuals to exchange information and resolve issue or concerns related to costs, timelines, printing needs and new technologies as necessary.
- Serve as lead for social media team providing guidance and direction during events and obtaining or manipulating content.
- Conduct interviews and take photographs of administrators, staff and the public; attend,

photograph and report on organization-related events and activities; photograph and/or film interview participants; live-stream City events.

- Assist other City staff in designing and preparing graphic artwork; provide guideline information concerning formatting requirements of large and complex documents; collaborate with administrators to develop appropriate lay-outs and meet organizational needs.
- Attend a variety of assigned meetings, events, committees and workshops.
- Perform other related duties as assigned.

### **MINIMUM QUALIFICATIONS**

#### **Knowledge of:**

- Methods, practices, terminology, and procedures for public information communications
- Page layout and graphic arts design techniques and procedures.
- Practices and equipment used for photography and videography.
- Social media platforms and managing social media accounts.
- Terminology and procedures involved with the management of social media accounts.
- Methods of collecting and organizing data and information.
- Modern office practices, procedures and equipment.

#### **Skill to:**

- Operate a variety of office and specialized equipment, including a scanner, camera, video camera, laser printer, copier and fax machine.
- Operate an assigned computer, as well as graphics, photo and video software to prepare and design written and graphic materials for printing, reproduction or social media posting.
- Operate reprographic and peripheral equipment in the reproduction of various materials as necessary.
- Safely operate one or more types of vehicles if required by assignments.
- Adjust to rapidly shifting priorities and timelines.
- Exercise analytical and critical thinking.

#### **Ability to:**

- Understand and interpret the policies, procedures, rules and regulations of an assigned department to make decisions requiring skilled judgment.
- Provide skilled graphic art services utilizing a variety of graphic design methods and materials.
- Assist City staff by designing and preparing graphic artwork to meet their business needs.
- Effectively represent the department and/or City in meetings with governmental agencies, community groups, various businesses, professional and regulatory organizations, and individuals.
- Administer and update social media platforms and websites.
- Work effectively with sensitive and confidential information in a political environment.
- Interact with the public and provide customer service in a calm, courteous and helpful manner.

- Exercise good judgment, flexibility, creativity and sensitivity in response to changing situations and needs.
- Communicate effectively, both orally and in writing.
- Establish and maintain cooperative and effective working relationships with others.
- Provide training and supervision duties as necessary.

## **EDUCATION AND EXPERIENCE**

### **Experience:**

One (1) year of professional graphic art design experience and/or one (1) year of experience in social media or public relations involving writing content for information purposes. Or six (6) months of professional experience with a Bachelor's degree with coursework in journalism, graphic art, fine art, commercial art, or a related area.

### **License or Certificate:**

Possession of an appropriate, valid driver's license and insurability at regular rates for the City's automobile insurance.

*Essential duties require the following physical skills and work environment:*

## **PHYSICAL DEMANDS**

Work is primarily performed in a standard office setting and requires: the use of standard office equipment, including a computer; vision to read printed materials and a computer screen; hearing and speech to communicate in person and over the telephone; the ability to perform work that is primarily sedentary, although standing in and walking between work areas may be required; finger dexterity to access, enter and retrieve data using a computer keyboard or calculator and to operate standard office equipment; occasional bending, stooping, kneeling, reaching, pushing and pulling drawers open and closed to retrieve and file information; lifting, carrying, pushing and pulling materials and objects weighing up to 25 pounds.

## **ENVIRONMENTAL ELEMENTS**

Work is primarily performed in an office environment with moderate noise levels, controlled temperature conditions, and no direct exposure to hazardous physical substances; may require interacting with upset staff and/or public and private representatives and contractors in interpreting and enforcing departmental and City policies and procedures.

JUNE 21, 2022

RESOLUTION NO. 22:036

“A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PARAMOUNT, CALIFORNIA, ADOPTING THE APPROPRIATIONS LIMIT FOR FISCAL YEAR 2022-2023 IMPLEMENTING ARTICLE XIII-B OF THE STATE CONSTITUTION PURSUANT TO SECTION 7900 ET. SEQ. OF THE GOVERNMENT CODE”

MOTION IN ORDER:

READ BY TITLE ONLY AND ADOPT RESOLUTION NO. 22:036 ESTABLISHING THE APPROPRIATIONS LIMIT FOR FISCAL YEAR 2022-2023 IN THE AMOUNT OF \$958,677,849.

MOTION:

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

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

[ ] APPROVED

[ ] DENIED

ROLL CALL VOTE:

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

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

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

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



**To:** Honorable City Council  
**From:** John Moreno, City Manager  
**By:** Kim Sao, Finance Director  
**Date:** June 21, 2022

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**Subject: RESOLUTION NO. 22:036  
ADOPTING THE APPROPRIATIONS LIMIT FOR FISCAL YEAR 2022-2023  
IMPLEMENTING ARTICLE XIII-B OF THE STATE CONSTITUTION  
PURSUANT TO SECTION 7900 ET. SEQ. OF THE GOVERNMENT CODE**

The California Constitution, Article XIII-B, commonly referred to as "Proposition 4: The Gann Appropriations Limit," requires the City to annually adopt an appropriations limit beyond which budgetary appropriation shall not be made. The appropriations limit can be adjusted each year to allow for increases in population, assessed value growth, and/or increases in per capita income.

The City has the option to annually increase the appropriation limit. This is done by choosing two of the following four variables and multiplying them to arrive at the allowed increase in appropriations. We may choose the two variables that most benefit the City.

Factor 1

1. The percentage change in California per capita income, or
2. The percentage change in Paramount's assessed valuation due to new non-residential construction.

Factor 2

1. The percentage change in Paramount's population, or
2. The percentage change in Los Angeles County's population.

For Fiscal Year 2022-23 we have chosen to use: 1) the percentage change in California per capita income and 2) the percentage change in Los Angeles County's population. These factors allow us to increase our appropriations limit by 1.068% to \$958,677,849. The amount of our tax revenues subject to this limit is \$32,772,163 which is well under the limit of \$958,677,849.

## **VISION, MISSION, VALUES, AND STRATEGIC OUTCOMES**

The City's Vision, Mission, and Values set the standard for the organization; establish priorities, uniformity and guidelines; and provide the framework for policy decision making. The Strategic Outcomes were implemented to provide a pathway to achieving the City's Vision. This item aligns with Strategic Outcome No. 6 Efficient, Effective, and Fiscally Responsible.

## **RECOMMENDED ACTION**

It is recommended that the City Council read by title only and adopt Resolution No. 22:036 establishing the appropriations limit for Fiscal Year 2022-2023 in the amount of \$958,677,849.

CITY OF PARAMOUNT  
LOS ANGELES COUNTY, CALIFORNIA

**RESOLUTION NO. 22:036**

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PARAMOUNT, CALIFORNIA, ADOPTING THE APPROPRIATIONS LIMIT FOR FISCAL YEAR 2022-2023 IMPLEMENTING ARTICLE XIII-B OF THE STATE CONSTITUTION PURSUANT TO SECTION 7900 ET. SEQ. OF THE GOVERNMENT CODE

WHEREAS, the people of California on November 6, 1979, added Article XIII-B to the State Constitution placing various limitations on the appropriations of state and local governments; and

WHEREAS, the State Legislature adopted Chapter 1205 and 1342 of the 1990 Statutes which implemented Article XIII-B; and

WHEREAS, Section 7902 of the Government Code provides the process in which to calculate the appropriations limit pursuant to Article XIII-B; and

WHEREAS, Section 7910 of the Government Code requires cities to adopt a resolution setting the annual appropriations limit at a regularly scheduled meeting or a noticed special meeting.

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

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

**SECTION 2.** The appropriations limit for Fiscal Year 2022-2023 pursuant to Section 7902 of the Government Code shall be \$958,677,849.

**SECTION 3.** This Resolution shall take effect immediately upon its adoption.

PASSED, APPROVED and ADOPTED by the City Council of the City of Paramount on this 21<sup>st</sup> day of June 2022.

\_\_\_\_\_  
Vilma Cuellar Stallings, Mayor

ATTEST:

\_\_\_\_\_  
Heidi Luce, City Clerk

**ESTABLISHING THE APPROPRIATIONS LIMIT**

**Schedule #1**

<b>A. LAST YEAR'S APPROPRIATIONS LIMIT</b>		\$ 897,638,435
<b>B. ADJUSTMENT FACTORS (Schedule #5)</b>		
Factor No. 1. Change in California Per Capita Income	7.55%	1.0755
Factor No. 2. Change in Los Angeles County's Population	-0.71%	0.9929
Total Adjustment Factor (Factor No. 1 multiplied by Factor No. 2)		<u>1.068%</u>
<b>C. THIS YEAR'S LIMIT (Last year's limit multiplied by Total Adjustment Factor)</b>		958,677,849
<b>D. OTHER ADJUSTMENTS</b>		
Lost Responsibility (-)	0	
Transfer to Private (-)	0	
Transfer to Fees (-)	0	
Assumed Responsibility (+)	0	
Sub-total Other Adjustments		<u>0</u>
<b>E. THIS YEAR'S APPROPRIATIONS LIMIT</b>		<b>\$ <u>958,677,849</u></b>

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**CITY OF PARAMOUNT  
GANN LIMITATION ANALYSIS - FY 2023  
APPROPRIATIONS OVER/(UNDER) THE LIMIT**

**Schedule #2**

<b>A. PROCEEDS OF TAXES</b>		
NON-INTEREST TAX PROCEEDS (Schedule #3, Line 66)	\$ 32,483,750	
INTEREST EARNINGS PRODUCED BY TAX PROCEEDS (Schedule #4, Line G)	<u>288,413</u>	
Sub-total Proceeds of Taxes	\$ 32,772,163	
<b>B. EXCLUSIONS</b>		<u>0</u>
<b>C. APPROPRIATIONS SUBJECT TO LIMITATION (A-B)</b>	\$ 32,772,163	
<b>D. CURRENT YEAR LIMIT (Schedule #1)</b>	\$ 958,677,849	
<b>E. OVER/(UNDER) LIMIT (C-D)</b>	\$ <u>(925,905,686)</u>	



**CITY OF PARAMOUNT  
GANN LIMITATION ANALYSIS - FY 2023  
CALCULATION OF TAX PROCEEDS**

**Schedule #3**

	<b>REVENUE</b>	<b>PROCEEDS OF TAXES</b>	<b>NON-PROCEEDS OF TAXES</b>	<b>TOTAL</b>
	<b>TAXES:</b>			
1	Property Tax	\$ 2,575,000	\$	\$ 2,575,000
2	Real Property Transfer Tax	125,000		125,000
3	Sales & Use Tax	10,300,000		10,300,000
4	Transaction & Use Tax	6,700,000		6,700,000
5	Business License Tax	1,290,000		1,290,000
6	Utility Users Tax	3,830,000		3,830,000
	<b>FROM STATE:</b>			
7	Motor Vehicle License	63,750		63,750
8	Motor Vehicle License In Lieu	7,600,000		7,600,000
9	Gasoline Tax/Transportation Funds		1,512,550	1,512,550
	<b>OTHER GOVERNMENTS:</b>			
10	Active Transportation (ATP) Grant		3,082,000	3,082,000
11	After School Education and Safety Allocation		2,425,700	2,425,700
12	Air Quality Management District (AB2766)		70,000	70,000
13	American Rescue Plan Act (ARPA)		4,031,500	4,031,500
14	Beverage Container Recycling		14,000	14,000
15	California Fire State Grant		142,500	142,500
16	California Natural Resource Agency (CNRA)		2,727,450	2,727,450
17	California Park & Recreation Grant		1,235,000	1,235,000
18	CalOES / FEMA		15,000	15,000
19	Community Development (CDBG/HOME)		1,652,900	1,652,900
20	Federal Grant (Other)		500,000	500,000
21	Highway Bridge Repair (HBR)		1,001,000	1,001,000
22	Highway Safety Improvement Program (HSIP)		250,000	250,000
23	I-710 Early Action Funds		635,000	635,000
24	LA County Discretionary Grant		25,000	25,000
25	LA County Probation Grant		62,500	62,500
26	LACMTA (Passthrough)		800,000	800,000
27	Measure A		500,000	500,000
28	Measure M		945,000	945,000
29	Measure R		830,000	830,000
30	Measure W		642,300	642,300
31	Proposition 68		1,004,200	1,004,200
32	Proposition A		1,346,500	1,346,500
33	Proposition C		1,110,000	1,110,000
34	Rivers / Mountains Conservancy		1,350,000	1,350,000
35	SB1 - Road Maintenance & Repair Act		1,222,350	1,222,350
36	SB1383 - Reducing Climate Pollutants		43,000	43,000
37	SB2 - Planning Grant		110,000	110,000
38	SB821 - Sidewalk/Bikeway		51,900	51,900
39	State COPS		150,000	150,000
40	Used Oil		7,900	7,900
41	Administration Citation Fines		50,000	50,000
42	AB 939 Waste Reduction Fees		79,000	79,000

**CITY OF PARAMOUNT  
GANN LIMITATION ANALYSIS - FY 2023  
CALCULATION OF TAX PROCEEDS**

**Schedule #3**

	<u><b>REVENUE</b></u>	<u><b>PROCEEDS OF TAXES</b></u>	<u><b>NON-PROCEEDS OF TAXES</b></u>	<u><b>TOTAL</b></u>
	<b>LOCALLY RAISED:</b>			
43	Animal Licenses		75,000	75,000
44	Construction Permits		300,000	300,000
45	Development Fees		248,000	248,000
46	Disability Access/Education		8,500	8,500
47	Franchise Fees		1,933,000	1,933,000
48	General Plan Fees		31,500	31,500
49	Industrial Waste Inspection		80,000	80,000
50	Parking Citations		620,000	620,000
51	Property Assessments		14,150	14,150
52	Public Access Fees		35,000	35,000
53	Public Art Fee		30,000	30,000
54	Recreation Program Fees		78,700	78,700
55	Rent and Leases		59,250	59,250
56	Sewer Reconstruction Fees		1,500	1,500
57	Storm Drain Fees		30,500	30,500
58	Traffic Safety Fines		100,000	100,000
59	Vehicle Corrections		3,000	3,000
60	Vehicle Impound Fees		70,000	70,000
61	Other Licenses & Permits		18,700	18,700
	<b>OTHER MISCELLANEOUS:</b>			
62	Judgements and Damages		15,000	15,000
63	Miscellaneous		206,000	206,000
64	Reimbursement from Water		850,000	850,000
65	Reimbursement from PRA		200,000	200,000
66	<b>SUB-TOTAL</b> (For Schedule #4)	\$ <u>32,483,750</u>	\$ <u>34,632,050</u>	\$ <u>67,115,800</u>
67	<b>INTEREST EARNINGS:</b> (From Schedule #4)	288,413	307,487	595,900
68	<b>TOTAL REVENUE</b> (Use for Schedule #2)	<u>32,772,163</u>	<u>34,939,537</u>	<u>67,711,700</u>
69	<b>RESERVE WITHDRAWALS</b> (Including appropriated fund balance)	0	0	0
70	<b>TOTAL OF THESE FUNDS</b>	<u>32,772,163</u>	<u>34,939,537</u>	<u>67,711,700</u>
71	<b>OTHER FUNDS NOT INCLUDED (1)</b>	0	8,597,600	8,597,600
72	<b>GRAND TOTAL BUDGET</b>	\$ <u>32,772,163</u>	\$ <u>43,537,137</u>	\$ <u>76,309,300</u>

(1) Includes Water Enterprise and Equipment Replacement Funds

**CITY OF PARAMOUNT  
GANN LIMITATION ANALYSIS - FY 2023  
INTEREST EARNINGS PRODUCED BY TAX**

**Schedule #4**

<b>A. NON-INTEREST TAX PROCEEDS (From Schedule #3, Line 66)</b>	<b>\$ 32,483,750</b>
<b>B. MINUS EXCLUSIONS</b>	<b><u>0</u></b>
<b>C. NET INVESTED TAXES (A-B)</b>	<b>\$ 32,483,750</b>
<b>D. PLUS RESERVE WITHDRAWALS and NON-TAX PROCEEDS</b>	<b>\$ 67,115,800</b>
<b>E. TAX PROCEEDS AS % OF BUDGET (C/D)</b>	<b>48.40%</b>
<b>F. TOTAL INTEREST EARNINGS</b>	<b>\$ <u>595,900</u></b>
<b>G. INTEREST EARNED FROM TAXES (E*F) (To Schedule #3, Line 67)</b>	<b><u>288,413</u></b>
<b>H. INTEREST EARNED FROM NON-TAXES (F-G)</b>	<b>\$ <u>307,487</u></b>

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**CITY OF PARAMOUNT  
GANN LIMITATION ANALYSIS - FY 2023  
GANN LIMITATION ADJUSTMENT FACTORS**

**Schedule #5**

<b>PERMITTED ADJUSTMENT FACTORS</b>	<b>AMOUNT</b>	<b>SELECTED FACTOR</b>
<b>FACTOR 1:</b>		
% CHANGE IN CALIFORNIA PER CAPITA INCOME (1)	7.55%	
OR		
% CHANGE IN PARAMOUNT'S ASSESSED VALUATION DUE TO NEW NON-RESIDENTIAL CONSTRUCTION (2)	-7.36%	<b>7.55%</b>
<b>FACTOR 2:</b>		
% CHANGE IN PARAMOUNT'S POPULATION (1)	-1.00%	
OR		
% CHANGE IN LOS ANGELES COUNTY POPULATION (1)	-0.71%	<b><u>-0.71%</u></b>
Adjustment Factor (Add one to each factor then multiply factors)		<b><u><u>1.068%</u></u></b>

**SOURCES:**

(1) California Department of Finance, Price & Population Data for Local Jurisdictions, May 2022

(2) Los Angeles County Assessor's Office

JUNE 21, 2022

RESOLUTION NO. 22:038

“A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PARAMOUNT SETTING THE EMPLOYER PAID MEMBER CONTRIBUTION (EPMC) AT TWO AND A HALF PERCENT (2.5%) EFFECTIVE IN FISCAL YEAR (FY) 2022-23; ONE PERCENT (1%) EFFECTIVE IN FY 2023-24; AND ZERO PERCENT (0%) EFFECTIVE IN FY 2024-25 FOR CLASSIC CALPERS EMPLOYEES”

MOTION IN ORDER:

READ BY TITLE ONLY AND ADOPT RESOLUTION NO. 22:038, SETTING THE EMPLOYER PAID MEMBER CONTRIBUTION (EPMC) AT TWO AND A HALF PERCENT (2.5%) EFFECTIVE IN FY 2022-23; ONE PERCENT (1%) EFFECTIVE IN FY 2023-2024; AND ZERO PERCENT (0%) EFFECTIVE IN FY 2024-25 FOR CLASSIC CALPERS EMPLOYEES.

MOTION:

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

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

[ ] APPROVED

[ ] DENIED

ROLL CALL VOTE:

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

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

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

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



**To:** Honorable City Council  
**From:** John Moreno, City Manager  
**By:** Andrew Vialpando, Assistant City Manager  
**Date:** June 21, 2022

---

**Subject: RESOLUTION NO. 22:038  
SETTING THE EMPLOYER PAID MEMBER CONTRIBUTION (EPMC) AT  
TWO AND A HALF PERCENT (2.5%) EFFECTIVE IN FISCAL YEAR (FY)  
2022-23; ONE PERCENT (1%) EFFECTIVE IN FY 2023-24; AND ZERO  
PERCENT (0%) EFFECTIVE IN FY 2024-25 FOR CLASSIC CALPERS  
EMPLOYEES**

## **BACKGROUND**

The City of Paramount is a member of the California Public Employees' Retirement System (CalPERS). To participate in the CalPERS pension program, both the employer and employee share the costs through contributions established by contract, based on the City's established retirement formula. The passage of the California Public Employees' Pension Reform Act (PEPRA) by California voters in 2013 resulted in a variety of pension reforms for public employees across the State, including capping employees who joined CalPERS after January 1, 2013 ("PEPRA Employees") at a different retirement formula than "Classic Employees" who became CalPERS members prior to 2013.

The employee contribution for Classic CalPERS members is 8% of the employee's salary based on the retirement formula of 2.5% at 55. Since the PEPRA law does not allow employers to pay any part of the employee contribution for PEPRA employees, PEPRA employees have always paid their full share of pension costs of 7.75% of their salary. The percentage difference of the employee contributions between Classic and PEPRA members is due to the different pension formula of 2% at 62 required by the PEPRA law for the newer employees.

## **DISCUSSION**

Years ago, the City implemented an added benefit where in addition to its employer contribution, the City also paid for the employees' contribution of retirement costs, a benefit known as the Employer Paid Member Contribution (EPMC). In 2019, the City Council approved a plan recommended by the City Manager that would gradually phase-out the EPMC until it reached zero, meaning Classic CalPERS employees would begin contributing toward their full share of pension costs, or 8% of their salary.

The City is only one of the few remaining agencies in the area still paying an EPMC benefit. Other public agencies across the State, particularly in LA County, have outright stopped, or are in the process of reducing, EPMC for Classic members.

### **Changes to EPMC for Classic CalPERS Employees**

For FY 2019-20, the City Council approved a 2% reduction of the EPMC from 8% to 6%. Due to the uncertainties surrounding the COVID-19 pandemic, no changes were made to compensation or benefits in FY 2020-21. For FY 2021-22, the City Council authorized an additional 2% reduction, setting the EPMC at 4%.

Having recently adopted long-term collective bargaining agreement with the City's only bargaining unit for that includes terms for phase-out of the EPMC, staff is recommending the City Council adopt the following EPMC reduction schedule:

1. City pays two and a half percent (2.5%) EPMC effective the first full pay period in FY 2022-23.
2. City pays one percent (1%) EPMC effective the first full pay period in FY 2023-24.
3. City pays zero (0) EPMC effective the first full pay period in FY 2024-25.

No changes would occur to PEPRA employees, in accordance with State law.

### **RECOMMENDED ACTION**

It is recommended that the City Council read by title only and adopt Resolution No. 22:038 setting the Employer Paid Member Contribution (EPMC) at two and a half percent (2.5%) effective in FY 2022-23; One percent (1%) effective in FY 2023-2024; and Zero percent (0%) effective in FY 2024-25 for Classic CalPERS employees.

CITY OF PARAMOUNT  
LOS ANGELES COUNTY, CALIFORNIA

**RESOLUTION NO. 22:038**

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PARAMOUNT SETTING THE EMPLOYER PAID MEMBER CONTRIBUTION (EPMC) AT TWO AND A HALF PERCENT (2.5%) EFFECTIVE IN FISCAL YEAR (FY) 2022-23; ONE PERCENT (1%) EFFECTIVE IN FY 2023-24; AND ZERO PERCENT (0%) EFFECTIVE IN FY 2024-25 FOR CLASSIC CALPERS EMPLOYEES

WHEREAS, the governing board of the City of Paramount has the authority to implement Government Code Section 20691; and

WHEREAS, the governing board of the City of Paramount has a written labor policy for non-represented employees and a Memorandum of Understanding for represented employees which specifically provides for the normal member contributions to be paid by the employer; and

WHEREAS, one of the steps in the procedures to implement Section 20691 is the adoption by the governing body of the City of Paramount of a Resolution to commence said Employer Paid Member Contributions (EPMC); and

WHEREAS, the governing body of the City of Paramount has identified the following conditions for the purpose of its election to pay EPMC:

1. This benefit shall apply to all employees of Classic Miscellaneous.
2. This benefit shall consist of paying the normal member contributions as EPMC under the following schedule:
  - a. City pays two and a half percent (2.5%) EPMC effective the first full pay period in FY 2022-23.
  - b. City pays one percent (1%) EPMC effective the first full pay period in FY 2023-24.
  - c. City pays zero (0) EMPC effective the first full pay period in FY 2024-25.
3. The effective date of this Resolution shall be July 1, 2022; and,

WHEREAS, the City has met its due diligence obligations to meet and confer on this action with its represented labor unit pursuant to the Public Employee Relations Board (PERB).

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

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



**SECTION 2.** The governing body of the City of Paramount elects to pay EPMC, as set forth above.

**SECTION 3.** This Resolution shall take effect on July 1, 2022.

PASSED, APPROVED, and ADOPTED by the City Council of the City of Paramount this 21<sup>st</sup> day of June 2022.

---

Vilma Cuellar Stallings, Mayor

ATTEST:

---

Heidi Luce, City Clerk

JUNE 21, 2022

RESOLUTION NO. 22:037

“A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PARAMOUNT,  
AMENDING THE CITY’S PERSONNEL MANUAL TO INCORPORATE NEW  
BENEFIT POLICIES”

MOTION IN ORDER:

READ BY TITLE ONLY AND ADOPT RESOLUTION NO. 22:037, AMENDING  
THE CITY’S PERSONNEL MANUAL TO INCORPORATE THE NEW  
BENEFIT POLICIES.

MOTION:

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

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

[ ] APPROVED

[ ] DENIED

ROLL CALL VOTE:

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

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

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

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



**To:** Honorable City Council

**From:** John Moreno, City Manager

**By:** Andrew Vialpando, Assistant City Manager  
Nicole Lopez, Human Resources Manager

**Date:** June 21, 2022

---

**Subject: RESOLUTION NO. 22:037  
AMENDING THE CITY'S PERSONNEL MANUAL TO INCORPORATE NEW  
BENEFIT POLICIES**

## **BACKGROUND**

At its meeting on December 15, 2020, the City Council adopted the City's Personnel Manual (Policy), which serves as the organization's comprehensive administrative policy. The City's Policy contains numerous sections that establish regulatory directives for City employees in compliance with federal, State, and local laws, such as Equal Employment Opportunity, Benefits and Compensation, and Ethics regulations.

From time to time, staff reviews the Policy for updates to personnel laws and to ensure the City remains consistent with industry best practices and standards. During a recent review, staff discovered that the Policy is silent on two active employee programs and recommends that they be incorporated into the City's Policy as well as enhance two active benefits.

Pursuant to the Paramount Municipal Code, the City Manager may revise the Policy in their capacity as the City's Personnel Officer. However, modifications to the Policy that impact the City's Budget (i.e. compensation or benefits) must be approved by the City Council. All changes to the Policy are reviewed by the City Attorney, and Human Resources is responsible for disseminating updates to all employees.

## **DISCUSSION**

The proposed policies and benefits are described below.

### **Increasing Health Insurance Opt-Out Option**

The City currently pays 85% of the premium cost for each employee's own medical coverage and any dependents. Full-time employees who have comparable coverage through an alternative medical plan may elect to opt out of the City's medical coverage and instead receive a pay-out of \$450 per month.

Staff is proposing to increase the monthly stipend from \$450 to \$750 per month for eligible full-time employees to align more closely with the industry median. Eligible employees who opt-out of health insurance will be required to provide proof of alternate health insurance to Human Resources. The City currently expends \$7,200 in the health insurance opt-out option. The proposed changes would result in an additional \$4,800 cost at this time.

### **Enhancement to the Full-Time Anniversary Achievement Award**

For many years the City has recognized full-time employees for reaching years of service milestone. At the annual all-employee meeting, employees are recognized with a gift card based on years of service in the following amounts:

5 years:	\$50
10 years:	\$100
15 years:	\$150
20 years:	\$200
25 years:	\$250
30 years:	\$300

Staff proposes enhancing the Anniversary Achievement Award Program by increasing the award amount for full-time employees. Effective retroactively from April 1, 2022, employees who reach the following years of full time service with the City will receive the following lump sum Anniversary Achievement Award in the pay period in which their anniversary date falls:

5 years:	\$500
10 years:	\$1,000
15 years:	\$1,500
20 years:	\$2,000
25 years:	\$2,500
30 years:	\$3,000

Employees would only receive this Anniversary Achievement Award lump sum in the year in which these anniversaries fall. Employees who have more than 30 years of service as of April 1, 2022 and who did not receive the 30-year Anniversary Achievement Award, would receive a \$3,000 Anniversary Achievement Award lump sum payment at the time of their retirement from the City. Under the enhanced program, the City will discontinue awarding full-time employees gift cards. The proposed enhancements will cost approximately \$24,500 for FY2022-23.

### **Anniversary Achievement Award for Part-Time Employees**

The City does not have an anniversary recognition program for its part-time employees. Staff recommends establishing a program to include part-time employees in the Anniversary Achievement Award Program to recognize their dedication and award them for their years of service with the City. Part-time employees will receive an award in the form of a gift card in the year in which their anniversaries fall.

5 years:	\$50
10 years:	\$100
15 years:	\$150
20 years:	\$200
25 years:	\$250
30 years:	\$300

### **Enhancement of Tuition Reimbursement**

Currently, regular full-time employees who undertake courses of study which will directly benefit their positions with the City may be reimbursed in whole or in part for textbooks, tuition, and any approved miscellaneous expenses upon completion of the term in which enrolled per fiscal year up to \$2,000 per employee.

Staff recommends increasing the tuition reimbursement to match the cost of part-time tuition charged at California State University Dominguez Hills for courses on the semester system. Under the Tuition Reimbursement Program, reimbursements will increase to align more closely with the industry median and encourage employees to seek further education to help them in their current and/or future positions in the City.

A maximum of \$30,000 will be allocated or budgeted for education reimbursement at the beginning of each fiscal year. Once the budgeted amount has been exhausted within the fiscal year, there will be no other reimbursement considerations made. Any remaining allocated funds will not carry over to the following fiscal year.

### **Overtime Policy Updates**

At this time, the City does not have a policy in place to compensate employees for working on holidays or select special events, however the proposed overtime policies will align with the City's current practice.

To compensate employees for working these critical shifts, staff recommends establishing a Holiday Overtime Policy for eligible employees so that if an employee is required to work on an Actual or Recognized Holiday, the employee shall be paid for the holiday and compensated at the overtime rate of one and one-half times regular pay for hours worked, or shall receive time off during regular working hours equal to the actual number of hours worked on the holiday (banked time). If an employee works both the Actual Holiday and

the Recognized Holiday, the employee shall receive overtime or compensatory time for only one of the two days, and straight time for the other day, at the discretion of the Department Director.

In addition, staff recommends establishing a Special Event Overtime Policy for non-exempt employees who are eligible to receive overtime for working select special events outside of their regular scheduled hours determined by the City Manager or designee.

The proposed policy updates described above were approved by the City's only bargaining unit, Teamsters Local 911, on May 9, 2022 as part of the ratification of the collective bargaining agreement adopted by the City Council on June 8, 2022.

It is recommended that the proposed employee policies and benefit amounts be approved by the City Council. If approved, the City Manager, in his capacity as the City's Personnel Officer, will direct staff to work with the City Attorney to develop appropriate policies to be incorporated into the City's Policy.

## **VISION, MISSION, VALUES, AND STRATEGIC OUTCOMES**

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

## **RECOMMENDED ACTION**

It is recommended that the City Council read by title only and adopt Resolution No. 22:037 amending the City's Personnel Manual to incorporate the new benefit policies.

CITY OF PARAMOUNT  
LOS ANGELES COUNTY, CALIFORNIA

**RESOLUTION NO. 22:037**

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PARAMOUNT  
AMENDING THE CITY'S PERSONNEL MANUAL TO INCORPORATE  
NEW BENEFIT POLICIES.

WHEREAS, At its meeting on December 15, 2020, the City Council adopted the City's Personnel Manual (Policy), which serves as the organization's comprehensive administrative policy; and

WHEREAS, From time to time, staff reviews the Policy for updates to personnel laws and to ensure the City remains consistent with industry best practices and standards; and

WHEREAS, It is the City's policy to evaluate its market competitiveness with regard to compensation and benefits based on data from updated surveys and analyses; and

WHEREAS, Pursuant to the Paramount Municipal Code, the City Manager may revise the Policy in their capacity as the City's Personnel Officer; and

WHEREAS, Changes to the Policy are reviewed by the City Attorney, and Human Resources is responsible for disseminating updates to all employees.

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

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

**SECTION 2.** The following proposed City benefit programs will be developed into formal policies, be incorporated in the City Personnel Manual, and will take effect July 2, 2022.

**Health Insurance Opt-Out**

City will pay 85% of the premium cost for each employee's own medical coverage, plus 85% of the cost of eligible dependent coverage, for plans provided through CalPERS. Dependent coverage shall include spouses, children or legal ward, and domestic partners legally registered with the State of California.

All regular full-time employees and full-time employees who are in their probationary period who have comparable coverage through an alternative medical plan may elect to opt out of medical coverage and receive from the City a stipend of seven hundred and fifty dollars (\$750) a month, provided that such

employee certifies in writing that he or she is covered by another medical plan, names the plan, and specifies, in conformance with the facts, the means by which he or she receives the plan.

### **Full-Time Employee Anniversary Achievement Award**

Employees who reach the following years of full time service with the City will receive the following lump sum Anniversary Achievement Award in the pay period in which their anniversary date falls:

5 years:	\$500
10 years:	\$1,000
15 years:	\$1,500
20 years:	\$2,000
25 years:	\$2,500
30 years:	\$3,000

Employees shall only receive this Anniversary Achievement Award lump sum in the year in which these anniversaries fall.

Employees who have more than 30 years of service as of April 1, 2022 and who did not receive the 30-year Anniversary Achievement Award, shall receive a \$3,000 Anniversary Achievement Award lump sum payment at the time of their retirement from the City.

### **Part-Time Employees Anniversary Achievement Award**

To recognize and award part-time employees who reach the following years of part time service with the City, employees will receive the following Anniversary Achievement Award in the form of a gift card:

5 years:	\$50
10 years:	\$100
15 years:	\$150
20 years:	\$200
25 years:	\$250
30 years:	\$300

Employees shall only receive this Anniversary Achievement Award gift cards in the year in which these anniversaries fall.

### **Tuition Reimbursement**

All regular full-time employees who undertake courses of study which will directly benefit their positions with the City may be reimbursed in whole or in part for textbooks, tuition, and any approved miscellaneous expenses upon completion of the term in which enrolled per fiscal year. Courses should be preapproved by Human Resources as soon as possible following enrollment to



ensure the Courses are eligible for reimbursement. Reimbursement shall be made at the rate of part-time tuition charged at California State University Dominguez Hills for courses on the semester system. Employees enrolled in a college or university course must achieve a grade of "C" or higher in order to be considered for reimbursement. A copy of transcripts demonstrating passing must be provided with the request for reimbursement.

Under the Tuition Reimbursement Program, reimbursements will increase to align more closely with the industry median and encourage employees to seek further education to help them in their current and/or future positions in the City.

A maximum of \$30,000 will be allocated or budgeted for education reimbursement at the beginning of each fiscal year. Eligible full-time citywide employees will be reimbursed on a "first come, first served" basis. Once the budgeted amount has been exhausted within the fiscal year, there will be no other reimbursement considerations made. Any remaining allocated funds will not carry over to the following fiscal year.

### **Holiday Overtime**

Eligible City employees may qualify for holiday overtime for working critical shifts to deliver important public service on a holiday or observed holiday. If an employee is required to work on an Actual or Observed Holiday, the employee shall be paid for the holiday and compensated at the overtime rate of one and one-half times regular pay for hours worked, or shall receive time off during regular working hours equal to the actual number of hours worked on the holiday(banked time). If an employee works both the Actual Holiday and the Observed Holiday, the employee shall receive overtime or compensatory time for only one of the two days, and straight time for the other day, at the discretion of the Department Director. This holiday policy does not apply to exempt employees.

### **Special Events**

Non-exempt employees will be paid at the overtime rate for select special events determined by the City Manager or designee, so long as the special event falls outside of the regularly scheduled hours. Under this provision, if an employee takes any unplanned paid leave during the same work week, except for Jury Duty or Bereavement, those hours will be deducted from the number of hours paid for special event overtime in lieu of being deducted from the employee's accrued leave bank of hours. For example, if an employee signs up to work a special event for 9 hours on Saturday, then calls in sick or takes unplanned vacation for their 9 hour shift the following Monday in the same work week, hours from Monday's absence will be counted toward the hours worked on Saturday at straight time. However, if the employee has preapproval from their supervisor for planned time off obtained at least one week in advance of the time requested, the employee will be paid overtime for the special event, and they may also use paid leave for the preapproved time off later in the same week.

**SECTION 3.** This Resolution shall take effect immediately upon its adoption.

PASSED, APPROVED, and ADOPTED by the City Council of the City of Paramount this 21<sup>st</sup> day of June, 2022.

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Vilma Cuellar Stallings, Mayor

ATTEST:

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Heidi Luce, City Clerk

JUNE 21, 2022

CONSIDERATION OF APPROVAL OF FIRST AMENDMENT TO THE  
AMENDED AND RESTATED CITY MANAGER EMPLOYMENT AGREEMENT

MOTION IN ORDER:

APPROVE THE FIRST AMENDMENT TO THE AMENDED AND RESTATED  
CITY MANAGER EMPLOYMENT AGREEMENT.

MOTION:

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

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

[ ] APPROVED

[ ] DENIED

ROLL CALL VOTE:

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

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

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

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



**To:** Honorable City Council  
**From:** John E. Cavanaugh, City Attorney  
**By:**  
**Date:** June 21, 2022

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**Subject: CONSIDERATION OF APPROVAL OF FIRST AMENDMENT TO THE AMENDED AND RESTATED CITY MANAGER EMPLOYMENT AGREEMENT**

This is a ministerial item that would amend the City Manager's Employment Agreement to more clearly reflect the City Council's intent when the City Council approved the City Manager's Employment Agreement at the February 15, 2022 City Council meeting. The City Council's intent was to have the City Manager's annual salary of \$230,000 serve as the base amount. Then, any deductions for retirement contributions would be met with equal salary adjustments, similar to the City's other "Classic" CalPERS employees.

**Background**

In July of 2019, the City Council began approving Cost of Living Adjustments (COLAs) for employees that included a requirement that "Classic" CalPERS employees gradually start to pay their portion of retirement costs, effectively reducing the Employer Paid Member Contribution (EPMC). With the exception of the City Manager, "Classic" CalPERS employees received COLAs to offset the increased out of pocket costs for contributing more towards their retirement. This resulted in the City Manager paying more towards retirement costs, with no COLA to offset the increased out of pocket expenses. Below are the COLAs received by City employees along with the EPMC adjustments:

Date	COLA	EPMC Decrease	Net COLA
July 2019	3%	2%	1%
July 2021	3%	2%	1%
January 2022	4%	0%	4%
TOTAL	10%	4%	6%

To correct this inconsistency when compared to other "Classic" CalPERS employees, the City Council included a provision in the City Manager's new Employment Agreement effective February 1, 2022 that intended to build in automatic COLAs with each decrease in EPMC. This provision is in Section 4, Paragraph D and reads as follows:

D. Retirement. Manager shall be covered and governed by the same retirement system and benefits as all other City employees (currently CalPERS 2.5%@55 for "Classic" CalPERS Members). City will pay Manager's "Member Share" in the same amount and manner as is done for all other City employees.

Additionally, the City Council provided to the City Manager a 6.3% salary increase, which brought his annual base salary from \$216,000 to \$230,000. To fulfill the intention of Section 4, Paragraph D of the City Manager's Employment Agreement, the 6.3% salary increase should be accompanied by a 4% salary adjustment to cover the cost of the "Member Share" (i.e. EPMC adjustment) moving forward. This additional 4% raises the City Manager salary adjustment to 10.3% and provides the City Manager with a net salary increase of 6.3%, which is consistent with all of the other "Classic" CalPERS employees, as shown in the table above. Without this additional 4% adjustment, the net salary increase that took effect on February 1, 2022 to the City Manager would be 2.3%.

### **Contract Amendment**

Upon recent review of the City Manager's Employment Agreement, it was discovered that the language in Section 4, Paragraph D did not clearly reflect the EPMC adjustment provision and could be challenged by CalPERS should the City provide the City Manager with a COLA to offset the reduction in the EPMC, like it does with all other employees. To bring clarity to the City Manager's contract in regards to this retirement benefit provision, the City Attorney's Office has drafted additional language that could be included in the City Manager's agreement. Attached as Exhibit A is a proposed amendment to the City Manager's employment agreement with includes an addition to Paragraph A of Section 4. If approved by the City Council, this paragraph would clearly reflect the additional income necessary to cover the City Manager's EPMC retirement contribution.

Also attached, as Exhibit B, is a salary survey of city managers in the region showing how City Manager's salary compares with the additional 4% increase and without the additional 4% increase.

### **Fiscal Impact**

The cost to cover the City Manager's increased retirement contribution from the reduction in EPMC of 4% over the years, as stated above, would be \$9,200 annually, or \$766.67 monthly. Retroactive to February 1, 2022, the contract amendment would result in a one-time payment of about \$3,833.33 upon approval of this amendment. At the City Manager's current annual salary of \$230,000, every 1% reduction in EPMC would equal to a salary increase of \$2,300 annually.

**VISION, MISSION, VALUES, AND STRATEGIC OUTCOMES**

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

**RECOMMENDED ACTION**

It is recommended that the City Council approve the First Amendment to the Amended and Restated City Manager Employment Agreement.

## EXHIBIT A

### FIRST AMENDMENT TO THE AMENDED AND RESTATED CITY MANAGER EMPLOYMENT AGREEMENT

THIS FIRST AMENDMENT TO THE AMENDED AND RESTATED CITY MANAGER EMPLOYMENT AGREEMENT (the “Agreement”) is made at Paramount, California on the 21<sup>st</sup> day of June, 2022, by and between the City of Paramount, a municipal corporation (“City”), and John Moreno, an individual, (“Manager”).

#### RECITALS

Whereas, City and Manager entered into an Amended and Restated City Manager Employment Agreement (“Agreement”) on February 1, 2022 and continuing thereafter subject to the terms of the Agreement; and

Whereas, City and Manager desire to amend Section 4. Compensation of the Agreement to reflect clarification in Manager’s compensation which Manager has agreed to accept.

**NOW, THEREFORE**, in consideration of the promises and mutual covenants contained herein, it is hereby agreed by and between City and Manager as follows:

#### 1. Section 4. Compensation

- A. Salary. City agrees to pay Manager for his services rendered pursuant to this Agreement hereto an annual base salary, which salary shall be \$230,000.00.

Additionally, for the sole purpose of offsetting previous reductions to the City’s Employer Paid Member Contribution (EPMC) benefit for “Classic” CalPERS employees, City agrees to pay Manager an additional salary equal to 4% of the base salary as of February 1, 2022.

For purposes of this provision, Manager’s salary shall increase up to an additional 4% on the following schedule as future EPMC reductions are approved by the City Council until Classic CalPERS employees pay their entire Member Share of 8%: Salary increase of 1.5% effective on the first full pay period of Fiscal Year 2022-23; Salary increase of 1.5% effective on the first full pay period of Fiscal Year 2023-24; and, Salary increase of 1% effective on the first full pay period of Fiscal Year 2024-25.

#### 2. All other provisions of the Agreement shall remain in full force and effect.

FIRST AMENDMENT TO THE AMENDED AND RESTATED  
CITY MANAGER EMPLOYMENT AGREEMENT

Page 2 of 2

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**IN WITNESS** whereof, the parties have entered into this First Amendment to the Agreement as of the year and day first written above.

“City”

CITY OF PARAMOUNT,  
a municipal corporation

By: \_\_\_\_\_  
VILMA CUELLAR STALLINGS, Mayor

ATTEST:

\_\_\_\_\_  
HEIDI LUCE, City Clerk

APPROVED AS TO FORM:

\_\_\_\_\_  
JOHN E. CAVANAUGH, City Attorney

“Manager”

\_\_\_\_\_  
JOHN MORENO



EXHIBIT B  
**CITY MANAGER SALARY SURVEY**

City/Population	Salary*	Deferred Comp	Monthly Car Allowance	Other Pay/Benefit	Health Benefit
<b>Downey</b> 114,355	\$287,456	N/A (City pays entire PERS member contribution)	City provided vehicle	N/A	City pays full medical premium
<b>Lakewood</b> 80,967	\$272,386	N/A	\$500.00	6 months of 'severance' for termination for an extended leave taken for illness	City pays full medical premium
<b>Norwalk</b> 106,084	\$267,000	City contributes \$17,500 to 457 and 8% of base salary to 401a plan	\$600.00	Annual potential performance bonus	City pays full medical premium
<b>South Gate</b> 92,726	\$266,358	N/A	N/A	N/A	Employee pays \$200/mo. towards medical. CalPERS Health Plan Options - City pays Kaiser rates, employee pays difference if higher plan selected
<b>Whittier</b> 87,306	\$265,000	Allowed to convert up to 3% of Executive Leave towards deferred comp	\$900/mo	60 hours of exec leave and Receives 8% EPMC benefit, no limit on accruals. PERS death benefit, if employee dies during tenure, spouse receives money due.	City pays full medical premium
<b>Pico Rivera</b> 62,088	\$260,000	1% match to HSA; 2% match to deferred comp	\$500	\$150 cell phone allowance	City pays full medical for HMO
<b>Bellflower</b> 77,772	\$259,200	One lump payment on July 1 of each calendar year a contribution of \$5,000	\$600.00	Upon termination, will be paid unused sick and vacation leave	City pays up to \$1,350 for medical
<b>Signal Hill</b> 11,848	\$253,533	City contributes 7% of annual salary, employee must contribute 5%	City provided vehicle	\$750 for wellness, last amendment included 40 additional VA hours and a \$1,000 bonus, 63 hours of exec leave, and an annual salary review with performance evaluation	City pays full medical premium.

EXHIBIT B  
**CITY MANAGER SALARY SURVEY**

City/Population	Salary*	Deferred Comp	Monthly Car Allowance	Other Pay/Benefit	Health Benefit
<b>Bell Gardens</b> 42,421	\$250,368	N/A	\$650	\$250 monthly technology allowance for cell phone and computer	City pays medical for Kaiser
<b>Paramount (with 4%)</b> 53,733	\$239,200	City contributes 8% of annual salary	\$600.00	city issued cell phone	City pays 85% of medical premium
<b>Santa Fe Springs</b> 19,219	\$238,000	3% of salary contribution	\$500	\$228,000 life insurance, 100% long term distability, 60 hours of exec leave	City pays up to \$1,498.14 for monthly premium, \$450 reimbursement for vision care
<b>Paramount (current)</b> 53,733	\$230,000	City contributes 8% of annual salary	\$600.00	city issued cell phone	City pays 85% of medical premium
<b>Cerritos</b> 49,578	\$227,060	Not available	Not available	Not available	Not available
<b>Monterey Park</b> 60,439	\$226,830 effective 8/1/22	\$25 contribution per pay period.	\$600.00	N/A	City pays \$1,125 for health monthly premium
<b>Lynwood</b> 69,091	\$223,510	\$19,500 Annually	utilizes an exisiting vehicle owned by the city	HRA Contribution: 2% of annual salary, \$300 cell phone stipend, up to \$10,000 annual bonus based on performance	city pays 6% share of CalPERS contribution
<b>San Gabriel</b> 40,143	\$222,600	N/A	\$450 monthly	N/A	City pays \$1,568.00 for monthly premium
<b>Rosemead</b> 54,282	\$218,004	N/A	City provided vehicle	\$300.00 towards Wellness Program, \$100 cell phone allowance	city pays \$1,700 for monthly premium
<b>La Mirada</b> 48,088	\$217,315	Half of max annual contribution, 2022- \$10,225. City also provides \$800 match for all employees, including CM.	\$500	Also, \$480 annually for cell phone.	City pays full medical premium.
<b>Average Base Salary</b>	<b>\$247,924</b>	* Survey completed January 2022 - Salary column updated June 2022			

JUNE 21, 2022

PUBLIC SAFETY SERVICE AGREEMENTS – FISCAL YEAR 2022-2023

- ALL CITY MANAGEMENT SERVICES, INC. – SCHOOL CROSSING GUARD SERVICES
- DAVID BEIGHTON – DETECTIVE BUREAU CONSULTATION SERVICES

MOTION IN ORDER:

APPROVE AND AUTHORIZE THE MAYOR OR CITY MANAGER TO ENTER INTO AGREEMENTS WITH ALL CITY MANAGEMENT SERVICES, INC., AND DAVID BEIGHTON.

MOTION:

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

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

[ ] APPROVED

[ ] DENIED

ROLL CALL VOTE:

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

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

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

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



**To:** Honorable City Council  
**From:** John Moreno, City Manager  
**By:** Maggie Matson, Public Safety Director  
**Date:** June 21, 2022

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**Subject: PUBLIC SAFETY SERVICE AGREEMENTS – FISCAL YEAR 2022-2023**

Included in the Fiscal Year 2022-2023 Budget are service agreements with the following agencies:

- All City Management Services, Inc. – School Crossing Guard Services
- David Beighton – Detective Bureau Consultation Services

These agreements (attached) allow the City of Paramount to continue providing these critical public safety services to the community through the above agencies.

### **FISCAL IMPACT**

All City Management Services, Inc. will provide school crossing guard services throughout the school year for \$309,676, which is allocated under the Non-Sworn Patrol Division. The Detective Bureau Consultation Services is budgeted at \$50,000 per fiscal year under the Sworn Patrol Division.

### **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 Vision of a city that is safe, healthy, and attractive. This item aligns with Strategic Outcome No. 1: Safe Community.

### **RECOMMENDED ACTION**

It is recommended that the City Council approve and authorize the Mayor or City Manager to enter into agreements with All City Management Services, Inc. and David Beighton.



## **AGREEMENT FOR CROSSING GUARD SERVICES**

This AGREEMENT FOR CROSSING GUARD SERVICES (the "Agreement") is dated July 1, 2022 and is between the CITY OF PARAMOUNT (hereinafter called the "City"), and ALL CITY MANAGEMENT SERVICES, INC., a California corporation (hereinafter called the "Contractor").

### **WITNESSETH**

The parties hereto have mutually covenanted and agreed as follows:

1. This Agreement is for a period which commences on no later than July 1, 2022 and ends on June 30, 2023 and for such term thereafter as the parties may agree upon by written amendment to this contract. Service shall begin on a best availability basis until such a time as Contractor has hired, trained and deployed Crossing Guards to all sites requested by the City. City agrees to provide site locations for Contractor to then assign and deploy Crossing Guards. Contractor shall assume liability for only those sites agreed to by both Contractor and the City by written amendment stating effective date of assignment.
2. The Contractor will provide personnel equipped and trained in appropriate procedures for crossing pedestrians in marked crosswalks. Such personnel shall be herein referred to as a "Crossing Guard". Contractor will perform criminal background checks and confirm employment eligibility through E-Verify on all prospective personnel. The Contractor is an independent contractor and the Crossing Guards to be furnished by it shall at all times be its employees and not those of the City.
3. The City's representative in dealing with the Contractor shall be designated by the City of Paramount.
4. The City shall determine the locations where Crossing Guards shall be furnished by the Contractor. The Contractor shall provide at each designated location personnel properly trained as herein specified for the performance of duties as a Crossing Guard. The Contractor shall provide supervisory personnel to see that Crossing Guard activities are taking place at the required places and times, and in accordance with the terms of this Agreement.
5. The Contractor shall maintain adequate reserve personnel to be able to furnish alternate Crossing Guards in the event that any person fails to report for work at the assigned time and location and agrees to provide immediate replacement.
6. In the performance of its duties the Contractor and all employees of the Contractor shall conduct themselves in accordance with the conditions of this Agreement and all applicable laws of the state in which the Services are to be performed.

7. Persons provided by the Contractor as Crossing Guards shall be trained in all applicable laws of the state in which the Services are to be performed pertaining to general pedestrian safety in school crossing areas.
8. Crossing Guard Services (the “Services”) shall be provided by the Contractor at the designated locations on all days in which school is in session in the area under City’s jurisdiction. The Contractor also agrees to maintain communication with the designated schools to maintain proper scheduling.
9. The Contractor shall provide all Crossing Guards with apparel by which they are readily visible and easily recognized as Crossing Guards. Such apparel shall be uniform for all persons performing the duties of Crossing Guards and shall be worn at all times while performing said duties. This apparel must be appropriate for weather conditions. The Contractor shall also provide all Crossing Guards with hand-held Stop signs and any other safety equipment which may be necessary.
10. The Contractor shall at all times provide workers' compensation insurance covering its employees and shall provide and maintain liability insurance for Crossing Guard activities. The Contractor will provide to the City a Certificate of Insurance naming the City and its officials, officers and employees as additional insureds. Such insurance shall include commercial general liability with a combined single limit of not less than \$1,000,000.00 per occurrence and in aggregate for property damage and bodily injury. Such insurance shall be primary with respect to any insurance maintained by the City and shall not call on the City's insurance contributions. Such insurance shall be endorsed for contractual liability and personal injury and shall include the City, its officers, agents and interest of the City. Such insurance shall not be canceled, reduced in coverage or limits or non-renewed except after thirty (30) days written notice has been given to the City.
11. Contractor agrees to defend, indemnify and hold harmless the City, its officers, employees, agents and representatives, from and against any and all actions, claims for damages to persons or property, penalties, obligations or liabilities (each a “Claim” and collectively, the “Claims”) that may be asserted or claimed by any person, firm, entity, corporation, political subdivision or other organization arising out of the sole negligent acts or omissions, or willful misconduct, of Contractor, its agents, employees, subcontractors, representatives or invitees.
  - a) Contractor will defend any action or actions filed in connection with any of said claims, damages, penalties, obligations or liabilities and will pay all costs and expenses including attorney's fees incurred in connection herewith.
  - b) In the event the City, its officers, agents or employees is made a party to any action or proceeding filed or prosecuted against Contractor for such damages or other claims arising out of or in connection with the sole negligence of Contractor hereunder, Contractor agrees to pay City, its officers, agents, or employees, any and all costs and expenses incurred by the City, its officers agents or employees in such action or proceeding, including, but not limited to, reasonable attorney's fees.
  - c) In the event that a court determines that liability for any Claim was caused or contributed to by the negligent act or omission or the willful misconduct of City, liability will be apportioned between Contractor and City based upon the parties’ respective degrees of culpability, as determined by the court, and Contractor’s duty to indemnify City will be limited accordingly.

12. Either party shall have the right to terminate this Agreement by giving sixty (60) days written notice to the other party.
13. The Contractor shall not have the right to assign this Agreement to any other person or entity except with the prior written consent of the City.
14. The City agrees to pay the Contractor for the Services rendered pursuant to this Agreement the sum of Twenty-four Dollars and Forty-nine Cents (**\$24.49**) per hour, per Crossing Guard during the term. Based on a minimum of twenty-one (21) sites and upon a projected (12,645) hours of service the cost shall not exceed Three Hundred Nine Thousand, Six Hundred and Seventy-six Dollars (\$309,676.00) per year.
15. Payment is due within thirty (30) days of receipt of Contractor's properly prepared invoice.
16. Contractor may request a price increase during the term as a result of any legally-mandated increases in wages or benefits imposed in the state or municipality in which the Services are to be performed and to which Contractor's employees would be subject. Contractor shall provide City with 60 days-notice of its request to increase pricing. City agrees to review and respond to said notice within 30 days of receipt.
17. The City shall have an option to renew this Agreement. In the event this Agreement is extended beyond the end of the term set forth above, the compensation and terms for the Services shall be established by mutual consent of both parties.
18. This Agreement constitutes the complete and exclusive statement of the agreement among the parties with respect to the subject matter hereof and supersedes all prior written or oral statements among the parties, including any prior statements, warranties, or representations. This Agreement is binding upon and will inure to the benefit of the parties hereto and their respective heirs, administrators, executors, successors, and assigns. Each party hereto agrees that this Agreement will be governed by the law of the state in which the Services are to be performed, without regard to its conflicts of law provisions. Any amendments, modifications, or alterations to this Agreement must be in writing and signed by all parties. There will be no presumption against any party on the ground that such party was responsible for preparing this Agreement or any part of it. Each provision of this Agreement is severable from the other provisions. If any provision of this Agreement is declared invalid or contrary to existing law, the inoperability of that provision will have no effect on the remaining provisions of the Agreement which will continue in full force and effect.

**[SIGNATURES FOLLOW ON NEXT PAGE]**

**IN WITNESS WHEREOF**, the parties hereto have executed this Agreement the day and year written below.

**CITY**

**CONTRACTOR**

**City of Paramount**

**All City Management Services, Inc.**

By: \_\_\_\_\_  
Vilma Cuellar-Stallings, Mayor

By: \_\_\_\_\_  
D. Farwell, Corporate Secretary

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

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

**ATTEST:**

By: \_\_\_\_\_  
Heidi Luce, City Clerk

**APPROVED AS TO FORM:**

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



# **CITY OF PARAMOUNT**

## **AGREEMENT FOR PROFESSIONAL SERVICES**

**THIS AGREEMENT** is made and effective as of July 1, 2022, between the City of Paramount, a municipal corporation ("City") and, David Beighton ("Consultant"). In consideration of the mutual covenants and conditions set forth herein, the parties agree as follows:

### **1. TERM**

- A. This Agreement shall be effective July 1, 2022 and shall terminate on June 30, 2023.
- B. City may, without cause, terminate this Agreement at any time prior to June 30, 2023. Notice shall be complete when delivered in person or by facsimile or when received by mail, whichever is earlier. Termination shall be effective immediately upon notice, as described herein, unless a longer period of time is specified in the notice.
- C. In the event this Agreement is terminated by City, Consultant shall be paid the value of services performed pursuant to this Agreement prior to the effective date of termination, less the amount of any payments previously made.

### **2. SERVICES**

Subject to the terms of this Agreement, Consultant shall perform the scope of work identified in Exhibit "A" attached hereto and incorporated herein by this reference. This includes, but is not limited to providing personnel and resources to provide all professional services necessary for City. If there is any conflict between Exhibit "A" and this Agreement, the provisions of this Agreement shall prevail.

### **3. PERFORMANCE**

Consultant shall at all times faithfully, competently and to the best of his/her ability, experience, and talent, perform all tasks described herein. Consultant shall employ, at a minimum, generally accepted standards and practices utilized by persons engaged in providing similar services as are required of Consultant hereunder in meeting its obligations under this Agreement. Consultant represents it is skilled in the professional calling necessary to perform the services and duties agreed to hereunder by Consultant and City relies upon the skills and knowledge of Consultant. Consultant shall perform such services and duties consistent with the standards generally recognized as being employed by professionals performing similar service in the State of California.

4. **CITY MANAGEMENT**

The City's Public Safety Director shall represent City in all matters pertaining to the administration of this Agreement and shall review and approve all services submitted by Consultant. The Public Safety Director is authorized to execute all necessary documents.

5. **PAYMENT**

- (a) The City agrees to pay Consultant \$50 per hour not to exceed \$50,000 for the total term of the agreement, in accordance with the payment rates and terms and the schedule of payment as set forth in Consultant's proposal, Exhibit "B", attached hereto and incorporated herein by reference as if fully set forth herein.
- (b) Consultant shall not be compensated for any services rendered in connection with its performance of this Agreement, which are in addition to those set forth herein, unless such additional services are authorized in advance and in writing by the City Manager; provided, however, the City Manager may approve additional work not to exceed ten percent (10%) of the amount of the Agreement but not to exceed ten-thousand dollars (\$10,000). Consultant shall not be compensated for any additional services in the amounts greater than that authorized herein by the City Manager unless agreed to by the City Council.
- (c) Consultant will submit invoices for services based on the schedule of payment as set forth in Exhibit "B". Invoices shall be submitted on a bi-weekly basis for services provided. If the City disputes any of Consultant's fees it shall give written notice to Consultant within two (2) weeks of receipt of an invoice of any disputed fees set forth on the invoice.

6. **SUSPENSION OR TERMINATION OF AGREEMENT WITHOUT CAUSE**

- (a) The City may at any time, for any reason, with or without cause, suspend or terminate this Agreement, or any portion hereof, by serving upon the Consultant at least thirty (30) days prior written notices. Upon receipt of said notice, the Consultant shall immediately cease all work under this Agreement, unless the notice provides otherwise. If the City suspends or terminates a portion of this Agreement such suspension or termination shall not make void or invalidate the remainder of this Agreement.
- (b) In the event this Agreement is terminated pursuant to this Section, the City shall pay the Consultant for services up to the date of termination based on the schedule of payment as set forth in Exhibit

"B". Upon termination of the Agreement pursuant to this Section, the Consultant will submit an invoice to the City pursuant to Section 5.

7. **DEFAULT OF CONSULTANT**

- (a) The Consultant's failure to comply with the provisions of this Agreement shall constitute a default. In the event that Consultant is in default for cause under the terms of this Agreement, City shall have no obligation or duty to continue compensating Consultant for any work performed after the date of default and can terminate this Agreement immediately by written notice to the Consultant. If such failure by the Consultant to make progress in the performance of work hereunder arises out of causes beyond the Consultant's control, and without fault or negligence of the Consultant, it shall not be considered a default.
- (b) If the Public Safety Director or her designee determines that the Consultant is in default in the performance of any of the terms or conditions of this Agreement, she shall cause to be served upon the Consultant a written notice of the default. The Consultant shall have ten (10) days after service upon it of said notice in which to cure the default by rendering a satisfactory performance. In the event that the Consultant fails to cure its default within such period of time, the City shall have the right, notwithstanding any other provision of this Agreement, to terminate this Agreement without further notice and without prejudice to any other remedy to which it may be entitled at law, in equity or under this Agreement.

8. **OWNERSHIP OF DOCUMENTS**

All documents prepared or obtained under this Agreement including electronic media shall be delivered to, and shall become the property of the City.

9. **INDEMNIFICATION BY CONSULTANT**

- A. All officers, agents, employees, sub-Consultants, their agents, officers and employees who are hired by or engaged by Consultant in the performance of this Agreement shall be deemed officers, agents and employees and sub-Consultants of Consultant, and City shall not be liable or responsible to them for anything whatsoever.
- B. Consultant 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 Consultant or any of its agents, officers and employees and sub-Consultants in the performance of this Agreement.

- C. Consultant shall not be deemed to assume any liability for wrongful or negligent acts of City or its officers, agents, employees and sub-Consultants, and City shall defend and hold Consultant harmless against any such claims.
- D. Consultant 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 Consultant's employees from health, retirement or other benefits attributable to services performed pursuant to this Agreement.

10. **INSURANCE REQUIREMENTS**

Consultant shall procure and maintain insurance for the duration of this Agreement against claims for injuries to persons or damages to property, which may arise from or in connection with the performance of the work hereunder by Consultant, its agents, representatives, or employees.

A. **Minimum Scope of Insurance**

Coverage shall be at least as broad as:

- 1. Proof of Insurance Coverage covering Automobile Liability, and
- 2. Workers' compensation insurance as required by the State of California and employer's liability insurance.

B. **Minimum Limits of Insurance**

Consultant shall maintain limits no less than:

- 1. Automobile Liability: \$500,000 per accident for bodily injury and property damage.

C. **Deductibles and Self-Insured Retentions**

Any deductibles or self-insured retentions must be declared to and approved by the City. At the option of the City, the City may require the insurer to reduce or eliminate such deductibles or self-insured retentions as respects the City, its officers, officials, employees and volunteers; or the City may require Consultant to procure a bond

guaranteeing payment of losses and related investigations, claim administration and defense expenses.

D. Acceptability of Insurers

Insurance is to be placed with insurers with a current A.M. Best's rating of an "A-" Policyholder's Rating, and a Financial Rating of at least Class VIII, or better, in accordance with the most current A.M. Best Rating Guide.

E. Other Requirements

Consultant shall provide an endorsement to City establishing that City, its elected and appointed boards, commissions, officers, employees and agents have been added as an additional insureds to the General and Automobile liability insurance policies required under this Agreement. The above policy/policies shall also be endorsed to state that coverage shall not terminate, nor shall they be canceled, nor the coverage reduced, until after thirty (30) days written notice is given to the City.

Insurance afforded by the additional insured endorsement shall apply as primary insurance, and other insurance maintained by the City shall be excess only and not contributory with insurance provided under this policy/policies.

F. Verification of Coverage

Consultant shall furnish the City with original certificates and amendatory endorsements affecting coverage. Said policies and endorsements shall conform to the requirements herein stated. All certificates and endorsements are to be received and approved by City **before work commences**. The endorsements are to be signed by a person authorized by that insurer to bind coverage on its behalf. The endorsements are to be on the standard industry forms, as listed below. City reserves the right to require Consultant's insurers to provide complete, certified copies of all required insurance policies at any time.

Automobile Liability

Form Acceptable to City Attorney

11. **INDEPENDENT CONSULTANT**

- (a) Consultant is and shall at all times remain as to the City a wholly independent Consultant. The personnel performing the services under this Agreement on behalf of Consultant shall at all times be under Consultant's exclusive direction and control. Neither City nor any of its officers, employees, or agents shall have control over the conduct of Consultant or any of Consultant's officers, employees, or

agents, except as set forth in this Agreement. Consultant 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. Consultant 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 Consultant, nor any of Consultant's officers, employees or agents, shall obtain any rights to retirement, health care or any other benefits which may otherwise accrue to City's employees. Consultant expressly waives any claim Consultant may have to any such rights.
- (c) City shall not be liable for compensation or indemnification to Consultant for injury or sickness arising out of performing services hereunder.

12. **LEGAL RESPONSIBILITIES**

The Consultant shall keep itself informed of State and Federal laws and regulations which in any manner affect those employed by it or in any way affect the performance of its service pursuant to this Agreement. The Consultant shall at all times observe and comply with all such laws and regulations. The City, and its officers and employees, shall not be liable at law or in equity occasioned by failure of the Consultant to comply with this Section.

13. **RELEASE OF INFORMATION/CONFLICTS OF INTEREST**

- (a) All information gained by Consultant in performance of this Agreement shall be considered confidential and shall not be released by Consultant without City's prior written authorization. Consultant, its officers, employees, agents, or sub-Consultants, shall not without written authorization from the Public Safety Director or unless requested by the City Attorney, voluntarily provide declarations, letters of support, testimony at depositions, response to interrogatories, or other information concerning the work performed under this Agreement or relating to any project or property located within the City. Response to a subpoena or court order shall not be considered "voluntary" provided Consultant gives City notice of such court order or subpoena.
- (b) Consultant shall promptly notify City should Consultant, its officers, employees, agents, or sub-Consultants be served with any summons, complaint, subpoena, notice of deposition, request for documents, interrogatories, request for admissions, or other discovery request, court order, or subpoena from any person or party regarding this Agreement and the work performed hereunder or with respect to any project or property located within the City. City retains

the right, but has no obligation, to represent Consultant and/or be present at any deposition, hearing, or similar proceeding. Consultant agrees to cooperate fully with City and to provide the opportunity to review any response to discovery requests provided by Consultant. However, City's right to review any such response does not imply or mean the right by City to control, direct, or rewrite said response.

14. **NOTICES**

Any notices which either party may desire to give to the other party under this Agreement must be in writing and may be given either by (i) personal service, (ii) delivery by a reputable document delivery service, such as but not limited to, Federal Express, which provides a receipt showing date and time of delivery, or (iii) mailing in the United States Mail, certified mail, postage prepaid, return receipt requested, addressed to the address of the party as set forth below or at any other address as that party may later designate by notice:

To City:	City of Paramount Attention: Public Safety Director 16400 Colorado Avenue Paramount, California 90723
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To Consultant:	David Beighton 1304 S. Oakhaven Dr. Anaheim, CA 92804
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15. **ASSIGNMENT**

The Consultant shall not assign the performance of this Agreement, nor any part thereof, nor any monies due hereunder, to any sub-Consultant without prior written consent of the City. Such written consent shall not be unreasonably withheld.

16. **LICENSES**

At all times during the term of this Agreement, Consultant shall have in full force and effect, all licenses required of it by law for the performance of the services described in this Agreement.

17. **GOVERNING LAW**

The City and Consultant understand and agree that the laws of the State of California shall govern the rights, obligations, duties, and liabilities of the parties to this Agreement and also govern the interpretation of this Agreement. Any litigation concerning this Agreement shall take place in the municipal, superior, or federal district court with jurisdiction over the City of Paramount.

18. **ENTIRE AGREEMENT**

This Agreement contains the entire understanding between the parties relating to the obligations of the parties described in this Agreement. All prior or contemporaneous agreements, understandings, representations, and statements, oral or written, are merged into this Agreement and shall be of no further force or effect. Each party is entering into this Agreement based solely upon the representations set forth herein and upon each party's own independent investigation of any and all facts such party deems material.

19. **SEVERABILITY**

The invalidity in whole or in part of any provision of this Agreement shall not void or affect the validity of the other provisions of this Agreement.

20. **CONTENTS OF PROPOSAL**

Consultant is bound by the contents of the proposal submitted by the Consultant, Exhibit "A" hereto.

21. **ATTORNEY'S FEES**

If any action at law or suit in equity, including an action for declaratory relief, is brought by either party with respect to this Agreement, the prevailing party shall be entitled to reasonable attorney's fees, in addition to any other relief to which it may be entitled, and such amount may be added to, and made a part of, such judgment.

22. **AUTHORITY TO EXECUTE THIS AGREEMENT**

The person or persons executing this Agreement on behalf of Consultant warrants and represents that he/she has the authority to execute this Agreement on behalf of the Consultant and has the authority to bind Consultant to the performance of its obligations hereunder.

23. **WAIVER**

The waiver by either party of a breach by the other of any provision of this agreement shall not constitute a continuing waiver or a waiver of any subsequent breach of either the same or a different provision of this agreement.

24. **AMENDMENTS**

This Agreement may be modified or amended only by a written document executed by both Consultant and the Public Safety Director and approved as to form by the City Attorney; otherwise by the City Manager. Such



document shall expressly state that it is intended by the parties to amend the terms and conditions of this Agreement.

25. **COUNTERPARTS**

This Agreement may be executed in multiple identical counterparts, each of which shall be deemed an original, but all of which together will constitute one and the same instrument but the parties agree that the Agreement on file in the Office of City's City Clerk is the version of the Agreement that shall take precedent should any differences exist among counterparts of the document.

**IN WITNESS WHEREOF**, the parties hereto have caused this Agreement to be executed the day and year first above written.

**CITY OF PARAMOUNT**

**DAVID BEIGHTON**

By: \_\_\_\_\_  
Vilma Cuellar-Stallings, Mayor

By: \_\_\_\_\_

ATTEST:

By: \_\_\_\_\_  
Heidi Luce, City Clerk

APPROVED AS TO FORM:

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

## **EXHIBIT A**

### **TASKS TO BE PERFORMED**

The Consultant will interface with detectives to conduct witness interviews, gather intelligence, and prepare criminal filing packets on active criminal investigations. He will also provide investigative oversight to field deputies, special assignment officers, and school resource deputies. He has access to, and is proficient in the use of, all State databases, which enables him to access criminal background information, DMV information, gun registration records, etc.

The Consultant will assist the Detective Bureau Sergeant with data entry and accounting in L.A.R.C.I.S., the County's case tracking data base. He will on a regular basis review Paramount's crime reports and make an assessment as to whether or not they are workable and should be assigned to a detective for follow-up. The Consultant will also be available to handle walk-in and phone-in inquiries from the public related to Detective Bureau matters.

## EXHIBIT B

### PAYMENT SCHEDULE

July 7, 2022
July 21, 2022
August 4, 2022
August 18, 2022
September 1, 2022
September 15, 2022
September 29, 2022
October 13, 2022
October 27, 2022
November 10, 2022
November 24, 2022
December 8, 2022
December 22, 2022
January 5, 2023
January 19, 2023
February 2, 2023
February 16, 2023
March 2, 2023
March 16, 2023
March 30, 2023
April 13, 2023
April 27, 2023
May 11, 2023
May 25, 2023
June 8, 2023
June 22, 2023

JUNE 21, 2022

RESOLUTION NO. 22:039

“A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PARAMOUNT  
AUTHORIZING THE CITY MANAGER TO EXECUTE ALL AGREEMENTS  
WITH SOUTHERN CALIFORNIA EDISON FOR THE CHARGE READY  
PROGRAM”

MOTION IN ORDER:

READ BY TITLE ONLY AND ADOPT RESOLUTION NO. 22:039.

MOTION:

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

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

[ ] APPROVED

[ ] DENIED

ROLL CALL VOTE:

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

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

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

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



**To:** Honorable City Council

**From:** John Moreno, City Manager

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

**Date:** June 21, 2022

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**Subject: RESOLUTION NO. 22:039  
AUTHORIZING THE CITY MANAGER TO EXECUTE ALL AGREEMENTS  
WITH SOUTHERN CALIFORNIA EDISON FOR THE CHARGE READY  
PROGRAM**

## **BACKGROUND**

In July of 2021, Southern California Edison (SCE) announced a new program, Charge Ready, to create a vehicle charging infrastructure program where over 38,000 new charging stations will be installed throughout the region.

As the City continues to implement climate adaptation strategies outlined in the Climate Action Plan, staff is frequently looking for projects tailored to climate resiliency adaptation. As identified in the Climate Action Plan, Measure TR1: Support Fuel-Efficient and Alternative Fuel Vehicles, the strategies include increasing the number of electric vehicle charging stations within the City. The City currently has two (2) charging stations available with a total of four (4) ports for public use, several more in design for City use and is actively looking for other opportunities, like the SCE Charge Ready Program to further our Climate Action Plan goals.

## **DISCUSSION**

The Charge Ready program allows for government agencies with public parking, businesses with commercial buildings and owners of Multi-Family properties to apply for participation in the program where SCE will provide all electrical infrastructure work and installation of charging stations, while participants only need to furnish the charging equipment units and their ongoing maintenance. Additionally, SCE is offering a rebate amount for the purchase of approved charging units, up to \$2,900 per unit.

Public Works staff applied for the Charge Ready program for 12 charging ports at Paramount Park and another 12 at Progress Park. We have received approval from SCE for both projects. Program participation agreements for each project will be required. General terms under this agreement include a commitment to a 10 year maintenance period where the City will maintain the charging stations and provide usage data to SCE for program analysis. The attached resolution identifies the City Manager as the authority to sign on behalf of the City for the program participation agreements and any future agreements with SCE under the Charge Ready Program.

## **VISION, MISSION, VALUES, AND STRATEGIC OUTCOMES**

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

## **RECOMMENDED ACTION**

It is recommended that the City Council read by title only and adopt Resolution No. 22:039.

CITY OF PARAMOUNT  
LOS ANGELES COUNTY, CALIFORNIA

**RESOLUTION NO. 22:039**

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PARAMOUNT  
AUTHORIZING THE CITY MANAGER TO EXECUTE ALL AGREEMENTS  
WITH SOUTHERN CALIFORNIA EDISON FOR THE CHARGE READY  
PROGRAM

WHEREAS, the City of Paramount is eligible to apply for Southern California Edison's Charge Ready program.

WHEREAS, the City of Paramount has applied for and received approval for two (2) projects through the Charge Ready program at Progress Park and Paramount Park.

WHEREAS, the City of Paramount could apply for additional projects from Southern California Edison Charge Ready program in the future.

WHEREAS, Agreements need to be executed with Southern California Edison before projects can begin.

WHEREAS, the City of Paramount wishes to delegate authority to execute these agreements and any amendments thereto to the City Manager.

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

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

**SECTION 2.** The City Manager is now authorized to execute all Agreements and any amendments thereto with Southern California Edison for the Charge Ready program.

**SECTION 3.** This Resolution shall take effect immediately upon its adoption.

PASSED, APPROVED, and ADOPTED by the City Council of the City of Paramount this 21<sup>st</sup> day of June 2022.

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Vilma Cuellar Stallings, Mayor

ATTEST:

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Heidi Luce, City Clerk