



PUBLIC PARTICIPATION NOTICE

Public Participation Accessibility for the City Council and Successor Agency for the Paramount Redevelopment Agency meetings scheduled for **August 16, 2022**.

In-person Attendance:

The public may attend the City Council meeting in-person. The City will abide by all LA County Public Health Guidelines for public gatherings.

View the City Council meeting live stream:

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

Public Comments:

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

- **In-Person**

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

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

E-mail public comments must be received by **5:45 p.m. on Tuesday, August 2, 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.

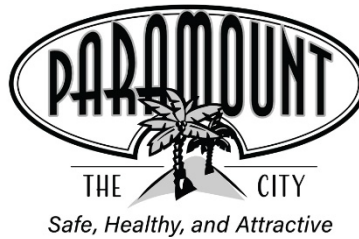
- **Teleconference: (562) 220-2225**

Participants wishing to address the City Council by teleconference should call City Hall at **(562) 220-2225** by **5:45 p.m. on Tuesday, August 2, 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
August 16, 2022



Adjourned Meeting
City Hall Council Chamber
5:00 p.m.

City of Paramount

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

Public Comments: If you wish to make a statement, please complete a Speaker's Card prior to the commencement of the Public Comments period of the meeting. Speaker's Cards are located at the entrance. Give your completed card to a staff member and when your name is called, please go to the podium provided for the public. Persons are limited to a maximum of three (3) minutes unless an extension of time is granted. No action may be taken on items not on the agenda except as provided by law. For additional ways to participate and provide public comments, see the preceding Public Participation Notice.

Americans with Disabilities Act: In compliance with the Americans with Disabilities Act, if you need special assistance to participate in this meeting, please contact the City Clerk's office at (562) 220-2225 at least 48 hours prior to the meeting to enable the City to make reasonable arrangements to ensure accessibility to this meeting.

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

Notes

CALL TO ORDER:

Mayor Vilma Cuellar Stallings

ROLL CALL OF
COUNCILMEMBERS:

Councilmember Annette C. Delgadillo
Councilmember Peggy Lemons
Councilmember Brenda Olmos
Vice Mayor Isabel Aguayo
Mayor Vilma Cuellar Stallings

CITY COUNCIL PUBLIC COMMENT UPDATES

PUBLIC COMMENTS

CONSENT CALENDAR

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

1. [APPROVAL](#) Use of Citizens' Option for Public Safety (COPS) Grant Funding for FY 2022-2023
2. [RECEIVE AND FILE](#) Treasurer's Report for the Quarter ending June 30, 2022
3. [DENIAL OF CLAIM FOR DAMAGES](#) Shadowood Development Company
4. [APPROVAL](#) Service Agreement Between the City of Paramount and MDG Associates, Inc. for Design Services

NEW BUSINESS

5. [ORAL REPORT](#) Street Racing Kills
6. [ORAL REPORT](#) Greater Los Angeles County Vector Control District (GLACVCD) Presentation
7. [ORAL REPORT](#) Southern California Association of Governments (SCAG) Presentation
8. [ORAL REPORT](#) Community Organization Mental Health Assistance Update
9. [ORAL REPORT](#) 2022 Paramount Homeless Census
10. [APPROVAL](#) Agreement with Salvation Army Bell Shelter for Fiscal Year 2022-2023
11. [RESOLUTION NO. 22:042](#) Authorizing an Emergency Contract for Landscape Maintenance Services Pursuant to Public Contracts Code Sections 20168 and 22050

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- | | | |
|-----|---------------------------------|--|
| 12. | <u>APPROVAL</u> | Professional Services Agreement with Hazen and Sawyer for Engineering Services Related to Well 16 Permitting Requirements with the State of California's Drinking Water Division |
| 13. | <u>APPROVAL</u> | Memorandum of Understanding with the Los Angeles County Probation Department for the Youth Activities League |
| 14. | <u>APPROVAL</u> | Proposed Financial Support Levels for the Youth Sports and Arts Scholarship Program |
| 15. | <u>APPROVAL</u> | Amended Agreement with YMCA for Use of City Facilities for Youth Programming to Include a Swim Team Program |
| 16. | <u>APPROVAL</u> | Amendment to Disbursement of the City's Allocation of CMFA Bond Issuance Fees |

ENVIRONMENTAL SUSTAINABILITY NEW BUSINESS

None.

COMMENTS/COMMITTEE REPORTS

- Councilmembers
- Staff

CLOSED SESSION

CONFERENCE WITH LEGAL COUNSEL – POTENTIAL LITIGATION
Gov't. Code § 54956.9 (d) (2)
Potential litigation against the City – Claim of Shadowood Development

CONFERENCE WITH LEGAL COUNSEL – POTENTIAL LITIGATION
Gov't. Code § 54956.9 (d) (2)
Potential litigation against the City – APN 6236-035-011; 6236-035-012;
6236-035-013

ADJOURNMENT

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

AUGUST 16, 2022

USE OF CITIZENS' OPTION FOR PUBLIC SAFETY (COPS) GRANT
FUNDING FOR FY 2022-2023

MOTION IN ORDER:

AUTHORIZE STAFF TO USE THE STATE COPS GRANT FUNDS TO PAY
FOR EXPENDITURES AS OUTLINED IN THIS REPORT.

MOTION:

MOVED BY: _____

SECONDED BY: _____

[] APPROVED

[] DENIED

ROLL CALL VOTE:

AYES: _____

NOES: _____

ABSENT: _____

ABSTAIN: _____



To: Honorable City Council
From: John Moreno, City Manager
By: Margarita Matson, Public Safety Director
Date: August 16, 2022

Subject: USE OF CITIZENS' OPTION FOR PUBLIC SAFETY (COPS) GRANT FUNDING FOR FY 2022-2023

BACKGROUND

The Department of Justice has provided Citizens' Option for Public Safety (COPS) grant funds to the City since fiscal year (FY) 1996-1997. After twenty-seven years of receiving this grant, the City continues to use State COPS grant funds for a variety of law enforcement activities, which range from increasing personnel to the purchase of equipment for enhanced police effectiveness. Since FY 1996-1997, the City has received \$2,885,838 in State COPS grant funds.

Proposed Use of Funds

The approved FY 2022-2023 budget reflected our proposed uses for the City's State COPS funds. We intend to continue providing additional loud noise patrol overtime and crime suppression overtime to assist with the high volume of calls and to address crime trends in a timely matter. We anticipate spending the total amount of \$162,300 on these additional patrols and services.

FISCAL IMPACT

For FY 2022-2023, the approved budget for these expenditures is \$162,300. This annual grant does not require a local match, and there is no longer a requirement to hold a public hearing.

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 staff to use the State COPS grant funds to pay for expenditures as outlined in this report.

H:\MANAGEMENT\WP\COUNCIL REPORTS\STATE COPS FY 22-23 RPT. 8.16.22.DOCX

AUGUST 16, 2022

REPORT

TREASURER'S REPORT FOR THE QUARTER ENDING JUNE 30, 2022.



To: Honorable City Council
From: John Moreno, City Manager
By: Kim Sao, Finance Director
Date: August 16, 2022

Subject: TREASURER'S REPORT FOR THE QUARTER ENDING JUNE 30, 2022

BACKGROUND

The City's Finance Department is responsible for managing the cash and investment portfolio for the City, Successor Agency for the Paramount Redevelopment Agency, and Paramount Housing Authority. The City's investment policy was last revised and adopted on June 8, 2022. The City's investment policy incorporates applicable provisions of the state law including, among other things, the prudent person standard and the California Code Section 53601 pertaining to eligible investments. The City's primary investment objectives are to 1) preserve the safety of principal, 2) maintain an adequate level of liquidity, and 3) maximize investment income while remaining consistent with the other more important objectives.

ANALYSIS

As of June 30, 2022, investments and cash totaled \$69,018,788. Investments totaling \$20,062,317, with a par value \$20,486,000, have an average yield of 3.17% and a maturity date of one month to five years. Total cash of \$48,956,471 included \$31,039,847 transferred into the US Bank money market account for the purchase of additional investments.

Summary of Cash & Investments	Amount	Avg Yield
Investments (book value)	20,062,317	3.17%
Liquid Cash Balances:		
Checking - Wells Fargo	4,227,134	0.32%
LAIF Pool	7,124,411	0.86%
US Bank Money Market*	31,039,847	0.01%
Fiscal Agent (For Bond Payment)	6,565,079	0.00%
Subtotal	48,956,471	
Total Investment & Liquid Cash	69,018,788	

(*In transit to investments)

As of June 30, 2022, the City's investment portfolio is in compliance with the City's Investment Policy and have sufficient cash flow from a combination of liquid and maturing securities, bank deposits, and income to meet the City's expenditure requirements for the next six months.

FISCAL IMPACT

None – There is no impact to the budget.

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 receive and file the Treasurer's Report.

City of Paramount
TREASURER'S REPORT
 Cash and Investments
 June 1 to June 30, 2022
 Page 1

SCHEDULE I: SUMMARY OF CASH AND INVESTMENTS

ACCOUNTS	CASH June 30, 2022 (SCH II)	INVESTMENTS (1) June 30, 2022 (SCH III)	TOTAL June 30, 2022
General Operation Account	\$ 3,544,392	58,221,553	61,765,945
Successor Agency Account	270,232	5,022	275,254
Paramount Housing Authority Account	391,129	-	391,129
Payroll Account	21,381	-	21,381
Cash and Investments Held By City	\$ 4,227,134	58,226,575	62,453,709
Cash and Investments Held By Fiscal Agent	-	6,565,079	6,565,079
Total Cash and Investment Outstanding	\$ 4,227,134	64,791,654	69,018,788

SCHEDULE II: SUMMARY OF CHECKING ACCOUNTS ACTIVITY

ACCOUNTS	BALANCE June 1, 2022	RECEIPTS	DISBURSEMENTS	BALANCE June 30, 2022
General Operation Account (2)	\$ 3,342,177	71,203,690	71,001,475	3,544,392
Successor Agency Account	25,613	244,619	-	270,232
Paramount Housing Authority Account	391,219	47	137	391,129
Payroll Account	24,073	612,043	614,735	21,381
Total All Accounts	\$ 3,783,082	72,060,399	71,616,347	4,227,134

NOTES:

(1) Investments are shown at their book value.

(2) Receipts include \$53,500,000 transfers from LAIF. Disbursements include \$66,050,164 transfers to US bank for investment purchase.

Based upon existing cash reserves and projected cash receipts and disbursements, there are sufficient funds to meet the City of Paramount's estimated future expenditure requirements for a period of six months. Additionally, all investments are made in accordance with the Investment Policy for Fiscal Year 2022 as approved by the Paramount City Council in June 2022.

City of Paramount
TREASURER'S REPORT
Investments
June 1 to June 30, 2022
Page 2

SCHEDULE III: INVESTMENT SCHEDULE

SECURITY BY ACCOUNT/INSTITUTION	PURCHASE DATE	MATURITY DATE	INTEREST RATE (3)	INVESTMENT AT BOOK VALUE	INVESTMENT AT PAR VALUE	INVESTMENT AT MARKET VALUE (4)
<u>I. Cash and Investments Held By City (1)</u>						
<u>City Accounts</u>						
Local Agency Investment Fund (LAIF)	Open	Open	0.86%	\$ 7,119,389	NA	7,119,389
US Bank - Money Market	Open	Open		31,039,847	NA	31,039,847
US Bank (Investment Custody Account)	Varies	Varies	3.17%	\$ 20,062,317	20,486,000	20,158,728
<u>Successor Agency - RDA - Accounts</u>						
Local Agency Investment Fund	Open	Open	0.86%	5,022	NA	5,022
Total Cash and Investments Held By City				\$ 58,226,575	20,486,000	58,322,986
<u>II. Cash and Investments Held By Fiscal Agent (2)</u>						
<u>2010/2015 Bond Issues:</u>						
Fidelity Treasury Money Market	Open	Maturity	1.02%	6,559,025	NA	6,559,025
<u>2021 Bond Issues:</u>						
Fidelity Treasury Money Market	Open	Maturity	1.02%	6,054	NA	6,054
Total Cash and Investments Held By Fiscal Agent				\$ 6,565,079	-	6,565,079
Total Outstanding Cash and Investments				\$ 64,791,654	20,486,000	64,888,065

NOTES:

- (1) The City maintains separate cash and investment pools for the general operations of the City, the Paramount Housing Authority and the Successor Agency for the Paramount Redevelopment Agency.
- (2) Represents cash held by The Bank of New York Mellon, as trustee for the Paramount Redevelopment Agency's outstanding bond issues. Funds relate to the Reserve and Interest Accounts.
- (3) Represents average yield rate.
- (4) The market value of investments are obtained from The Bank of New York Mellon Account Statements, State of California LAIF statements, and US Bank Custody Account.

TVI Platinum Reporting Prepared for:



City of Paramount

As of June 30, 2022

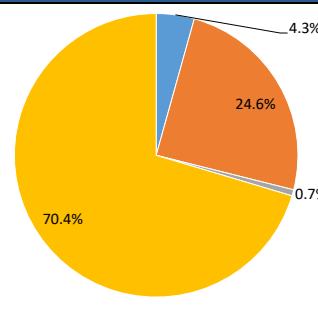
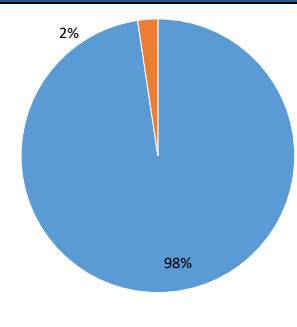
Recipient Info:

Provider Info:

Time Value Investments, Inc.
9725 3rd Ave NE, Suite 610
Seattle, WA 98115

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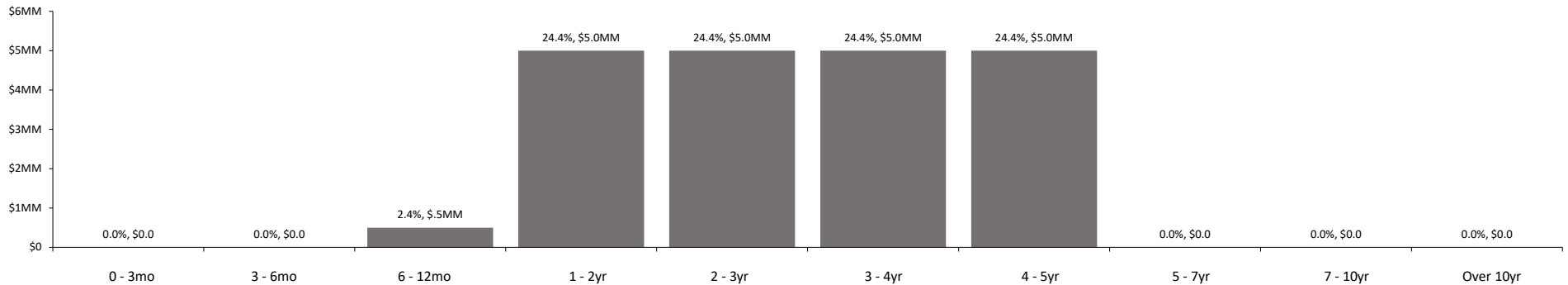
Portfolio Summary		Portfolio Composition (incl. Liquid Balances)				Portfolio Ratings (Best****)	
Wgtd Avg YTM *	3.17%	<u>Sector</u>	<u>Par Value</u>	<u>YTM *</u>	<u>Weight</u>	 	
Wgtd Avg YTM with Liq. Bal. *	1.05%	Agencies	3,000,000	3.33%	4.3%		
Wgtd Avg YTW **	3.17%	Treasuries	17,000,000	3.16%	24.6%		
Wgtd Avg Mat (no call)	2.68 yrs	Certificates of Deposit	486,000	2.88%	0.7%		
Wgtd Avg Mat with Liq. Bal.	0.79 yrs	Municipal Bonds					
		Corporate Bonds					
		Mortgages					
		Commercial Paper					
Par Value	20,486,000	Total	20,486,000	3.17%	29.6%		
Liquid Balances	48,674,347	<u>Account Name</u>	<u>Balance</u>	<u>Rate</u>	<u>Weight</u>		
Total Par with Liquid Bal.	69,160,347	US Bank MMTK	31,039,847	0.00%	44.9%		
		LAIF	6,842,287	0.86%	9.9%		
Market Value 6/30/2022	20,034,410	Fiscal Agent	6,565,079	0.00%	9.5%		
Curent MV with Liquid Bal.	68,708,758	Wells Fargo Checking	4,227,134	0.32%	6.1%		
		Total Liquid Balances	48,674,347	0.15%	70.4%		

* Purchase Yield to Maturity

** Purchase Yield to Worst

**** All ratings are shown in S&P format.
Ratings Do Not Include Liquid Balances.

Maturity Distribution

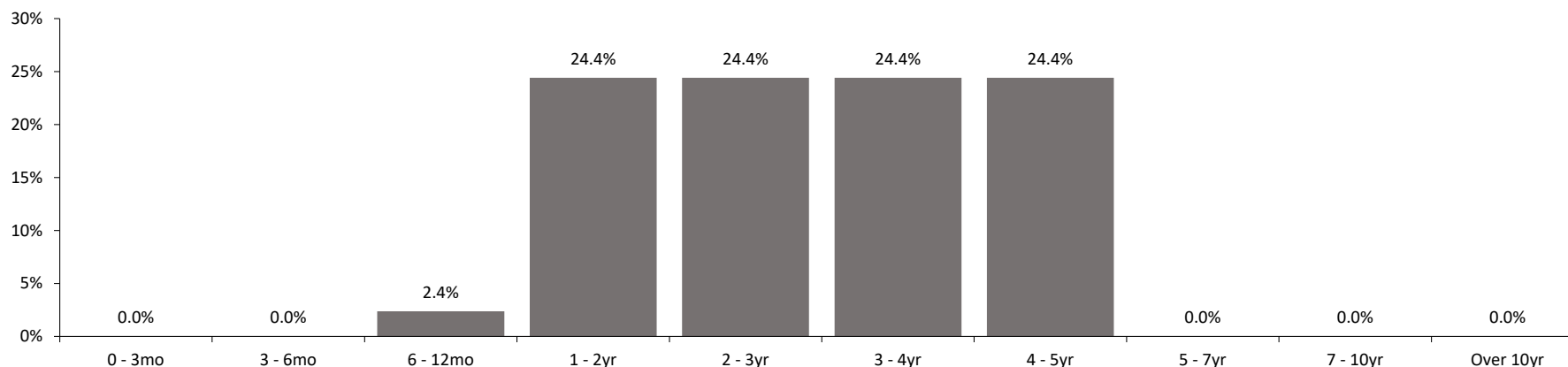


Performance versus Benchmark as of 6/30/2022

Excluded Securities

	1Yr Average	As of 6/30/2022	1Mo Ago	3Mos Ago	6Mos Ago	9Mos Ago	As of 12/31/2021	1Yr Ago	3Yrs Ago	5Yrs Ago	Cusip	Par Amount
<u>Yield to Maturity:</u>												
Portfolio	n/a	3.17%	n/a	n/a	n/a	n/a	n/a	n/a	n/a	n/a		
2-Year Treasury	1.44%	3.06%	2.47%	2.31%	0.73%	0.28%	0.73%	0.25%	0.37% (02/16)	1.38%		
Fed Funds	0.57%	1.75%	1.00%	0.50%	0.25%	0.25%	0.25%	0.25%	2.50%	1.25%		
LAIF (per most recent month end)	0.35%	0.86% (06/22)	0.68% (05/22)	0.36% (03/22)	0.21% (12/21)	0.21% (09/21)	0.21% (12/21)	0.26 (06/21)%	2.43% (06/19)	0.98% (06/17)		

Maturity Distribution



Portfolio Details - Sorted by Maturity

#	CUSIP/Sec-ID	Sec Desc 1	Weight	Par Value	Coupon *	Settle Dt	Mat Dt	Nxt Call Dt	Rating ***	YTM **	YTW **	Duration	Call Type	Estimated Bps to Call	Estimated Redem. Date
1	67523TBC6	OCFC 2.9 06/29/23	1.2%	243,000	2.90	6/29/2022	6/29/2023		NR	2.90	2.90	1.00			6/29/2023
2	75524KNZ3	CFG 2.85 06/29/23	1.2%	243,000	2.85	6/29/2022	6/29/2023		NR	2.85	2.85	1.00			6/29/2023
3	9128284X5	T 2 3/4 08/31/23	9.8%	2,000,000	2.75	6/27/2022	8/31/2023		AAA	2.95	2.95	1.13			8/31/2023
4	9128285D8	T 2 7/8 09/30/23	14.6%	3,000,000	2.88	6/27/2022	9/30/2023		AAA	3.00	3.00	1.21			9/30/2023
5	9128282U3	T 1 7/8 08/31/24	9.8%	2,000,000	1.88	6/27/2022	8/31/2024		AAA	3.15	3.15	2.09			8/31/2024
6	912828YH7	T 1 1/2 09/30/24	14.6%	3,000,000	1.50	6/27/2022	9/30/2024		AAA	3.15	3.15	2.18			9/30/2024
7	9128284Z0	T 2 3/4 08/31/25	9.8%	2,000,000	2.75	6/27/2022	8/31/2025		AAA	3.28	3.28	2.99			8/31/2025
8	9128285C0	T 3 09/30/25	14.6%	3,000,000	3.00	6/27/2022	9/30/2025		AAA	3.28	3.28	3.06			9/30/2025
9	912828YD6	T 1 3/8 08/31/26	9.8%	2,000,000	1.38	6/27/2022	8/31/2026		AAA	3.30	3.30	3.98			8/31/2026
10	3135G0Q22	FNMA 1 7/8 09/24/26	14.6%	3,000,000	1.88	6/27/2022	9/24/2026		AAA	3.33	3.33	4.01			9/24/2026
TOTAL and AVERAGES				20,486,000	2.28		2.68 yrs	2.68 yrs		3.17	3.17	2.55			

* Semi-Annual interest payment

** Yields calculated using cost price, at settlement date

*** NR AGY = Non-Rated U.S. Government Agency

AUGUST 16, 2022

DENIAL OF CLAIM FOR DAMAGES

SHADOWOOD DEVELOPMENT COMPANY

MOTION IN ORDER:

DENY THE CLAIM FOR DAMAGES SUBMITTED BY SHADOWOOD
DEVELOPMENT COMPANY.

MOTION:

MOVED BY: _____

SECONDED BY: _____

[] APPROVED

[] DENIED

ROLL CALL VOTE:

AYES: _____

NOES: _____

ABSENT: _____

ABSTAIN: _____



To: Honorable City Council
From: John Moreno, City Manager
By: Heidi Luce, City Clerk
Date: August 16, 2022

Subject: DENIAL OF CLAIM FOR DAMAGES

BACKGROUND

Attorney Mark S. Rosen submitted a Claim for Damages against the City on behalf of Shadowood Development Company. The claim is related to a property located at 8428-8456 Alondra Boulevard, Paramount, California. A copy of the claim is attached.

The City Attorney has reviewed the Claim for Damages and recommends that it be denied.

FISCAL IMPACT

There is no immediate fiscal impact with denial of this claim.

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 deny the Claim for Damages submitted by Shadowood Development Company.

MARK S. ROSEN
ATTORNEY AT LAW
27281 LAS RAMBLAS, SUITE 200
MISSION VIEJO, CALIFORNIA 92691
TELEPHONE (949) 328-3339
(714) 285-9838
EMAIL: MARKROSEN@MARKROSENLAWS.COM

July 12, 2022

Heidi Luce
City Clerk
Paramount City Hall
16460 Colorado Blvd
Paramount, CA 90723

Re: Government Claim

Dear Ms. Luce,

The undersigned represents claimant Shadowood Development Company ("Shadowood"), a limited partnership doing business in the County of Los Angeles. This letter constitutes a government claim against the City of Paramount ("City"). All notices on this claim should be sent to attorney Mark S. Rosen, 27281 Las Ramblas, Suite 200, Mission Viejo, California 92691.

The claim is for an amount in excess of \$10,000. Any action in state court would be for an amount in the unlimited jurisdiction of the court. This does not preclude the right of the Claimant to bring an action in the federal district courts.

The facts of this claim are as follows:

1. Shadowood is the owner of that real property located at 8428-8456 Alondra Boulevard, Paramount, California. This location is a small shopping center (hereinafter "the Center").
2. In or about 1985, the property at what is now the Center consisted of an abandoned service station, a bar, and a fast food restaurant. Shadowood submitted a proposal to improve the Center property by building three new buildings. These were proposed to be an L-shaped building that would contain a fast food restaurant and commercial/retail space, a building that was to be free-standing for the existing restaurant to serve tacos or other fast food (hereinafter "the taco stand"), and a free-standing building at 8456 Alondra that would be leased for a 7-Eleven (hereinafter "the 7-Eleven store").
3. At the time this was a highly desirable development because of the economic straits of the City, and a development that would bring much-needed business and revenue to the City.

4. The city planners calculated that the development would have 58 parking spaces. In order to incentivize the owner to move forward with the project, the parties calculated that the 7-11 store would take 8 parking spaces, the restaurant in the L-shaped building would require 13 spaces, and the rest of the L-shaped building would require 37 spaces, for a total of 58 spaces.

5. This would provide for an allocation of zero spaces for the taco stand. The parties acknowledged and agreed to this in order to obtain the development.

6. Without the zero allocation for the taco stand, the project could not have gone forward. Any allocation of parking spaces for the taco stand would have made the owners unable to leave spaces for other parts of the building, and this would have rendered the permits illusory because the City would automatically reject any tenancy that required parking spaces.

7. It was upon the agreement and concurrence of the City that there would be zero spaces allocated for the taco stand that the development went forward.

8. This was agreed to in 1985. In the intervening years, which are 37 years as of this writing, the parties have abided by this agreement. The taco stand did serve as a relocation for the extant drive-thru. It operates in the same format to this day. The taco restaurant has no indoor seating.

9. In or about October of 2021, Shadowood discussed with the Paramount director of planning, John Carver, a proposal to renovate the former 7-Eleven store for a dental office. Over the years Shadowood has had dental tenants at the Center. At no time had there been a demand to allocate additional parking for a dentist office, or was there a problem with having a dental office. There was no requirement that the dental office receive a conditional use permit.

10. However, in November 2021, Carver informed Shadowood that the City would not approve any dental office, or issue a building permit for the former 7-Eleven space, until the dental office applied for an individual Conditional Use Permit, and allocated 12 parking spaces for the dental office. Furthermore, Carver informed Shadowood that it would have to allocate 10 spaces for the taco stand, notwithstanding any prior agreement.

11. This statement by Carver is in conflict with the prior agreements of the City and with the conditions under which the Center was built and operated and upon which Shadowood relied.

12. If the requirement to allocate 10 spaces for the taco stand is maintained, that will cause insufficient parking for the Center to add any new tenants at all. The Center will de facto have less parking spaces than required for current usage, and no new tenants will be allowed. The City will in effect be shutting down the usage of 2,500 square feet of leasable space, approximately fifteen percent (15%) of the total leasable area.

Heidi Luce
July 12, 2022
Page Three

13. In or about January of 2022, the mortgage holder advised Shadowood that without the ability to add new tenants to occupy the former 7-Eleven space, Shadowood would be in violation of loan covenants and the lender threatened to initiate proceedings to call the loan due and foreclose on the Center.

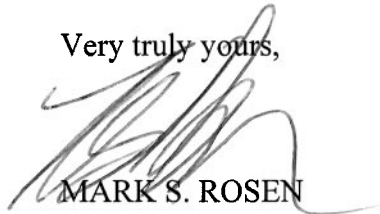
14. The parties continued to negotiate but the City refused to relent from its demand for a conditional use permit calling for more parking spaces.

15. As a result thereof, the potential dental office user could not and would not lease the property and that lease was lost to Shadowood, to the damage of Shadowood.

16. Shadowood remains in danger of the loan being declared in default, which would cause a tremendous loss.

17. Nothing in this claim constitutes a waiver of any other rights the Claimant may have, or an admission that the filing of a claim is a prerequisite for any other relief the Claimant may seek.

Very truly yours,



MARK S. ROSEN

MSP/pl

AUGUST 16, 2022

APPROVAL OF SERVICE AGREEMENT BETWEEN THE CITY OF
PARAMOUNT AND MDG ASSOCIATES, INC. FOR DESIGN SERVICES

MOTION IN ORDER:

IT IS RECOMMENDED THAT THE CITY COUNCIL APPROVE AN
AGREEMENT WITH MDG ASSOCIATES, INC. IN THE AMOUNT OF
\$98,000.00 FOR DESIGN SERVICES 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: August 16, 2022

**Subject: APPROVAL OF SERVICE AGREEMENT BETWEEN THE CITY OF
PARAMOUNT AND MDG ASSOCIATES, INC. FOR DESIGN SERVICES**

BACKGROUND

Each year the Capital Improvement Project (CIP) Budget contains several projects that require design work prior to putting the project out to bid for construction. Public Works staff normally utilizes the services of our in house engineering firm, Willdan and Associates, to design the majority of our projects; however, given the increased amount of CIP projects in this year's CIP budget, we will need to utilize the services of other firms to help with the increased workload.

MDG Associates, Inc. (MDG) is a reputable firm that is used by the City for a variety of projects and programs. They designed the remodel of the Progress Plaza building and several facility restrooms. Additionally they provide services for the administration and implementation of the Community Development Block Grant (CDBG) and HOME Investment Partnerships programs. Included in these programs is the administration of our commercial and residential rehab grants.

DISCUSSION

We have requested a proposal from MDG for the design of three projects. Included in the proposals are all costs associated with the preparation of construction documents needed for bidding of the project. These projects were adopted as part of the Fiscal Year 2023 Budget and include Mariposa Classroom Conversion (CIP 9268), City Hall Restroom Renovation (CIP 9373) and City Yard Restroom Renovation (CIP 9375).

The following is a breakdown of the estimated design costs per project:

CIP 9268:	\$ 27,500
CIP 9373:	\$ 24,000
CIP 9375:	\$ 46,500
Total Estimated:	<u>\$ 98,000</u>

Under our purchasing policy, City Council approval must be obtained for retaining professional services that are \$40,000 or greater. Even though only one project exceeds the threshold for professional services, because we are beginning design on all these projects at the same time, we felt it prudent to present all three projects for approval together.

FISCAL IMPACT

The total contract amount will not exceed \$98,000, including taxes and fees, and is appropriated in the General Fund for CIP 9373 and CIP 9375, and CPRS Grant funds for CIP 9268. Pursuant to Chapter 3.12 Purchasing of Supplies and Equipment of the Paramount Municipal Code, this acquisition is exempt due to the fact that professional services, which often include highly specific areas of expertise, are not subject to competitive bidding process.

VISION, MISSION, VALUES, AND STRATEGIC OUTCOMES

The City's Vision, Mission, and Values set the standard for the organization; establish priorities, uniformity and guidelines; and provide the framework for policy 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 approve an agreement with MDG Associates, Inc. in the amount of \$98,000.00 for design services and authorize the Mayor or her designee to execute the agreement.

**SERVICE AGREEMENT BY AND BETWEEN THE
CITY OF PARAMOUNT
AND
MDG ASSOCIATES, INC.
FOR MARIPOSA CLASSROOM CONVERSION (CIP NO. 9268),
CITY HALL RESTROOM RENOVATION (CIP NO. 9373), AND
CITY YARD RESTROOM RENOVATION (CIP NO. 9375)**

THIS AGREEMENT is made and entered into this 16th day of August 2022 by and between the CITY OF PARAMOUNT, hereinafter referred to as the "CITY," and MDG Associates, Inc., hereinafter referred to as the "CONTRACTOR."

I. RECITAL

A. PURPOSE. The purpose of this AGREEMENT is to allow the CITY to procure the services of a qualified contractor to provide design services in connection with the CITY'S Mariposa Classroom Conversion, City Hall Restroom Renovation and City Yard Restroom Renovation projects, 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 16th day of August 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 August 2, 2022 and attached herein as Exhibit "A", "B" and "C". In the event of any conflict between the provisions of this AGREEMENT and Exhibit "A", "B" and "C" the terms of this AGREEMENT shall prevail.

D. COMPENSATION. During the term of this AGREEMENT, the CITY shall compensate the CONTRACTOR for the services described as detailed in 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.

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 any injury or sickness arising out of performing services hereunder.

G. INDEMNIFICATION.

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

and City shall defend and hold CONTRACTOR harmless against any such claims.

- (d) CONTRACTOR agrees to defend, indemnify and hold harmless the City, its elected and appointed boards, commissions, officers, employees and agents from all claims, demands, liability fines and penalties made by CONTRACTOR'S employees from health, retirement or other benefits attributable to services performed pursuant to this Agreement.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

III. EQUAL EMPLOYMENT OPPORTUNITY

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

A. EQUAL OPPORTUNITY.

- (a) The CONTRACTOR will not discriminate against any employee or applicant for employment because of race, creed, sex, color, or national origin. The CONTRACTOR will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to

their race, creed, sex, color, or national origin. Such action shall include, but not be limited to the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The CONTRACTOR agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the CITY setting forth the provisions of this non-discrimination clause.

- (b) The CONTRACTOR will, in all solicitation or advertisements for employees placed by or on behalf of the CONTRACTOR, state that all qualified applicants will receive consideration for employment without regard to race, creed, color, sex, or national origin.
- (c) The CONTRACTOR will cause the foregoing provisions to be inserted in all subcontracts for any work covered by this AGREEMENT so that such provisions will be binding upon each subcontractor, provided that the foregoing provisions shall not apply to contracts or subcontracts for standard commercial supplies or raw materials.
- (d) The CONTRACTOR will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.
- (e) The CONTRACTOR will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by the rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the CITY and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.
- (f) In the event of the CONTRACTOR'S non-compliance with the equal opportunity clauses of this AGREEMENT or with any of such rules, regulations, or orders, this AGREEMENT may be canceled, terminated, or suspended in whole or in part and the CONTRACTOR may be declared ineligible for further government contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.
- (g) The CONTRACTOR will include the provisions of paragraphs (1) through (6) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to Section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The CONTRACTOR will take such action with respect to any subcontract or purchase order as the CITY may direct as a means of enforcing such provisions, including sanctions for non-compliance; provided, however, that in the event the CONTRACTOR becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such

direction by the CITY, the CONTRACTOR may request the United States to enter into such litigation to protect the interests of the United States.

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

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

IV. CONFLICT OF INTEREST

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

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

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

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

V. NOTICES

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

To the CONTRACTOR: MDG Associates, Inc.
10722 Arrow Route, Suite 622
Rancho Cucamonga, CA 91730

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

MDG ASSOCIATES, INC.

By: _____
Adriana Figueroa,
Public Works Director

By: _____
Juan Rios,
Vice President

ATTEST:

By: _____
Heidi Luce, City Clerk

APPROVED AS TO FORM:

By: _____
John E. Cavanaugh, City Attorney

Exhibit A



August 2, 2022

Adriana Figueroa
Public Works Director
15300 Downey Avenue
Paramount CA 90723

RE: PROPOSAL FOR PROFESSIONAL SERVICES

Dear Ms. Figueroa,

On behalf of *MDG Associates, Inc.*, (MDG) I am pleased to respond to your request for proposal for professional services for the preparation of the construction drawings for the interior conversion of a preschool classroom to a new dance classroom and the construction of additional concrete slab and installation of new shade sail structure for the south side open space at the Mariposa Center located at 8550 Jefferson St. Paramount, CA 90723.

I. SCOPE OF SERVICES

MDG Associates, Inc. proposes to provide the following basic services under this agreement:

- A. Conduct a building survey locating all physical and structural constraints.
- B. Prepare preliminary conceptual drawings for review and approval from Parks and Recreation.
- C. Based on City staff approved conceptual design, prepare construction cost estimate table.
- D. Based on City staff approved conceptual design, prepare construction Drawings and Specifications necessary for the interior remodeling and south side open space shade sail structure.
- E. Process construction plans and specifications with the City of Paramount Building Department.
- F. Provide assistance to contractors during construction in interpreting the plans as necessary to complete the construction of the facade improvement.
- G. MDG will provide Two (2) sets of blueprints for plan-check, one (1) set for contractor use.

II. COMPENSATION

MDG proposes to complete the above scope of services for the total amount of Twenty Seven Thousand Five Hundred Dollars (\$27,500.00). Civil, T24, Electrical and Plumbing Engineering fees, Government fees, special delivery costs such as Federal Express charges, and the cost of print/reproductions above and beyond those listed above are **NOT** included in our fee. All such costs are "reimbursable" items and will be approved by the client prior to MDG making any such expense. Such expenses shall be shown separately on your invoice and billed to you at cost plus 10%.

Cost Breakdown:

Architectural and construction drawings	\$19,500.00
Structural Engineering	\$ 8,000.00
Total	\$27,500.00

Payment Schedule:

- A. A payment of Twenty Two Thousand Dollars (80%) (\$22,000.00) shall be required upon submittal to the City's Building Department.
- B. A final payment of Five Thousand Five Hundred Dollars (20%) (\$5,500.00) shall be required upon final approval from the City's Building Department.
- C. Any service requested which does not fall within the scope of work task listed herein, or any duplication of work due to changes desired by owners, will be performed on an "Extra Services" basis in accordance with our hourly rate schedule (see Attachment "A"). Such extra services will be agreed to by both parties prior to additional work being performed.

III. ITEMS TO BE PROVIDED BY CLIENT

- A. Provide MDG with specifications on any special materials and/or equipment choused by client to be used in this project.
- B. Allow MDG access to the site to conduct survey and measure existing conditions of the site, as necessary.

IV. GENERAL PROVISIONS

- A. Ownership of drawings shall be exclusively that of MDG Associates, Inc. and they may not be utilized or portion thereof may not be copied for use in any other project other than 8550 Jefferson St., Paramount, CA without the written permission of *MDG Associates, Inc.*
- B. In the event of termination or suspension of the work, *MDG Associates* shall be compensated for services rendered to the date of termination or suspension.
- C. A late payment fee will be charge if payment is not received within fifteen days from the date of the invoice. Monthly interest of 15% on the balance due on invoice.

Thank you for giving us the opportunity to submit a proposal on this project. I am looking forward to working with you.

Respectfully Submitted,



Juan C. Rios
Vice-President-Architecture

Accepted By: _____
Name & Title

Date: _____

Signature: _____

EXHIBIT "A"

SCHEDULE OF HOURLY BILLING RATES

Rates effective as of January 1, 2022

<u>STAFF PERSON:</u>	<u>HOURLY RATE:</u>
President	\$124.50/Hr
Vice President	\$119.00/Hr
Director	\$114.00/Hr
Manager	\$108.50/Hr
Senior Associate	\$ 102.50/Hr
Associate	\$ 92.50/Hr
Senior Project Assistant	\$ 76.00/Hr
Project Assistant	\$ 71.00/Hr
Secretary	\$ 49.50/Hr

Note: If MDG staff is requested by the client to attend a meeting not considered a part of this proposal or on a day in which a consultant is not scheduled to be on site, the client shall be billed for the time it takes to drive to and from the requested location and its corporate office.

REIMBURSABLE ITEMS:

Project Supplies	At Cost plus 10% surcharge
Prints/Reproductions	At Cost plus 10% surcharge



August 2, 2022

Adriana Figueroa
Public Works Director
15300 Downey Avenue
Paramount CA 90723

RE: PROPOSAL FOR PROFESSIONAL SERVICES

Dear Ms. Figueroa,

On behalf of *MDG Associates, Inc.*, (MDG) I am pleased to respond to your request for proposal for professional services for the preparation of the construction drawings for the interior renovation of two staff restrooms at the City Hall located at 16400 Colorado Ave. Paramount, CA 90723.

I. SCOPE OF SERVICES

MDG Associates, Inc. proposes to provide the following basic services under this agreement:

- A. Conduct a building survey locating all physical and structural constraints.
- B. Prepare preliminary conceptual drawings for review and approval from Parks and Recreation.
- C. Based on the City staff approved conceptual design, prepare construction cost estimate table.
- D. Based on the City staff approved conceptual design, prepare construction Drawings and Specifications necessary for the interior renovation of two staff restrooms.
- E. Process construction plans and specifications with the City of Paramount Building Department.
- F. Provide assistance to contractors during construction in interpreting the plans as necessary to complete the construction of the facade improvement.
- G. MDG will provide Two (2) sets of blueprints for plan-check, one (1) set for contractor use.

II. COMPENSATION

MDG proposes to complete the above scope of services for the total amount of Twenty Four Thousand Dollars (\$24,000.00). Civil, T24, Electrical and Plumbing Engineering fees, Government fees, special delivery costs such as Federal Express charges, and the cost of print/reproductions above and beyond those listed above are **NOT** included in our fee. All such costs are "reimbursable" items and will be approved by the client prior to MDG making any such expense. Such expenses shall be shown separately on your invoice and billed to you at cost plus 10%.

Cost Breakdown:

Architectural and Construction drawings	\$18,000.00
Plumbing and Electrical Engineering	\$ 6,000.00
Total	\$24,000.00

Payment Schedule:

- A. A payment of Nineteen Thousand Two Hundred Dollars (80%) (\$19,200.00) shall be required upon submittal to the City's Building Department.
- B. A final payment of Four Thousand Eight Hundred Dollars (20%) (\$4,800.00) shall be required upon final approval from the City's Building Department.
- C. Any service requested which does not fall within the scope of work task listed herein, or any duplication of work due to changes desired by owners, will be performed on an "Extra Services" basis in accordance with our hourly rate schedule (see Attachment "A"). Such extra services will be agreed to by both parties prior to additional work being performed.

III. ITEMS TO BE PROVIDED BY CLIENT

- A. Provide MDG with specifications on any special materials and/or equipment choused by client to be used in this project.
- B. Allow MDG access to the site to conduct survey and measure existing conditions of the site, as necessary.

IV. GENERAL PROVISIONS

- A. Ownership of drawings shall be exclusively that of MDG Associates, Inc. and they may not be utilized or portion thereof may not be copied for use in any other project other than 16400 Colorado Ave., Paramount, CA without the written permission of *MDG Associates, Inc.*
- B. In the event of termination or suspension of the work, *MDG Associates* shall be compensated for services rendered to the date of termination or suspension.
- C. A late payment fee will be charge if payment is not received within fifteen days from the date of the invoice. Monthly interest of 15% on the balance due on invoice.

Thank you for giving us the opportunity to submit a proposal on this project. I am looking forward to working with you.

Respectfully Submitted,



Juan C. Rios
Vice-President-Architecture

Accepted By: _____
Name & Title

Date: _____

Signature: _____

EXHIBIT "A"

SCHEDULE OF HOURLY BILLING RATES

Rates effective as of January 1, 2022

<u>STAFF PERSON:</u>	<u>HOURLY RATE:</u>
President	\$124.50/Hr
Vice President	\$119.00/Hr
Director	\$114.00/Hr
Manager	\$108.50/Hr
Senior Associate	\$ 102.50/Hr
Associate	\$ 92.50/Hr
Senior Project Assistant	\$ 76.00/Hr
Project Assistant	\$ 71.00/Hr
Secretary	\$ 49.50/Hr

Note: If MDG staff is requested by the client to attend a meeting not considered a part of this proposal or on a day in which a consultant is not scheduled to be on site, the client shall be billed for the time it takes to drive to and from the requested location and its corporate office.

REIMBURSABLE ITEMS:

Project Supplies	At Cost plus 10% surcharge
Prints/Reproductions	At Cost plus 10% surcharge



August 2, 2022

Adriana Figueroa
Public Works Director
15300 Downey Avenue
Paramount CA 90723

RE: PROPOSAL FOR PROFESSIONAL SERVICES

Dear Ms. Figueroa,

On behalf of *MDG Associates, Inc.*, (MDG) I am pleased to respond to your request for proposal for professional services for the preparation of the construction drawings for the interior renovation of two public restrooms and five staff restrooms at the City Public Works Department located at 15300 Downey Ave. Paramount, CA 90723.

I. SCOPE OF SERVICES

MDG Associates, Inc. proposes to provide the following basic services under this agreement:

- A. Conduct a building survey locating all physical and structural constraints.
- B. Prepare preliminary conceptual drawings for review and approval from Parks and Recreation.
- C. Based on the City staff approved conceptual design, prepare construction cost estimate table.
- D. Based on the City staff approved conceptual design, prepare construction Drawings and Specifications necessary for the interior renovation of two public restrooms and five staff restrooms.
- E. Process construction plans and specifications with the City of Paramount Building Department.
- F. Provide assistance to contractors during construction in interpreting the plans as necessary to complete the construction of the facade improvement.
- G. MDG will provide Two (2) sets of blueprints for plan-check, one (1) set for contractor use.

II. COMPENSATION

MDG proposes to complete the above scope of services for the total amount of Forty-Six Thousand Five Hundred Dollars (\$46,500.00). Civil, T24, Electrical and Plumbing Engineering fees, Government fees, special delivery costs such as Federal Express charges, and the cost of print/reproductions above and beyond those listed above are **NOT** included in our fee. All such costs are "reimbursable" items and will be approved by the client prior to MDG making any such expense. Such expenses shall be shown separately on your invoice and billed to you at cost plus 10%.

Cost Breakdown:

Architectural and Construction drawings	\$32,500.00
T24, Electrical and Plumbing Engineering	\$14,000.00
Total	\$46,500.00

Payment Schedule:

- A. A payment of Nine Thousand Three Hundred Dollars (20%) (\$9,300.00) shall be required upon approval of conceptual drawings from Public Works.
- B. A payment of Twenty-Seven Thousand Nine Hundred Dollars (60%) (\$27,900.00) shall be required upon submittal to the City's Building Department.
- C. A final payment of Nine Thousand Three Hundred Dollars (20%) (\$9,300.00) shall be required upon final approval from the City's Building Department.
- D. Any service requested which does not fall within the scope of work task listed herein, or any duplication of work due to changes desired by owners, will be performed on an "Extra Services" basis in accordance with our hourly rate schedule (see Attachment "A"). Such extra services will be agreed to by both parties prior to additional work being performed.

III. ITEMS TO BE PROVIDED BY CLIENT

- A. Provide MDG with specifications on any special materials and/or equipment choused by client to be used in this project.
- B. Allow MDG access to the site to conduct survey and measure existing conditions of the site, as necessary.

IV. GENERAL PROVISIONS

- A. Ownership of drawings shall be exclusively that of MDG Associates, Inc. and they may not be utilized or portion thereof may not be copied for use in any other project other than 16400 Colorado Ave., Paramount, CA without the written permission of *MDG Associates, Inc.*
- B. In the event of termination or suspension of the work, *MDG Associates* shall be compensated for services rendered to the date of termination or suspension.
- C. A late payment fee will be charge if payment is not received within fifteen days from the date of the invoice. Monthly interest of 15% on the balance due on invoice.

Thank you for giving us the opportunity to submit a proposal on this project. I am looking forward to working with you.

Respectfully Submitted,



Juan C. Rios
Vice-President-Architecture

Accepted By: _____
Name & Title

Date: _____

Signature: _____

EXHIBIT "A"

SCHEDULE OF HOURLY BILLING RATES

Rates effective as of January 1, 2022

<u>STAFF PERSON:</u>	<u>HOURLY RATE:</u>
President	\$124.50/Hr
Vice President	\$119.00/Hr
Director	\$114.00/Hr
Manager	\$108.50/Hr
Senior Associate	\$ 102.50/Hr
Associate	\$ 92.50/Hr
Senior Project Assistant	\$ 76.00/Hr
Project Assistant	\$ 71.00/Hr
Secretary	\$ 49.50/Hr

Note: If MDG staff is requested by the client to attend a meeting not considered a part of this proposal or on a day in which a consultant is not scheduled to be on site, the client shall be billed for the time it takes to drive to and from the requested location and its corporate office.

REIMBURSABLE ITEMS:

Project Supplies	At Cost plus 10% surcharge
Prints/Reproductions	At Cost plus 10% surcharge

AUGUST 16, 2022

ORAL REPORT

STREET RACING KILLS



To: Honorable City Council
From: John Moreno, City Manager
By: Margarita Matson, Public Safety Director
Date: August 16, 2022

Subject: ORAL REPORT - STREET RACING KILLS

Street Racing Kills is a nonprofit organization that is passionate about creating awareness regarding the dangers of illegal street racing and reckless driving among the youth and our communities. Lili Trujillo Puckett founded Street Racing Kills (SRK) in 2014 after her 16-year-old daughter Valentina was killed by a young man who was street racing and crashed while giving her a ride home. She knew then that she did not want her daughter's death to be in vain and she would do everything she could to prevent another parent from losing a child. Her life changed forever that day. With Valentina by her side in spirit, her mission was born; to save lives by mentoring and creating awareness among the youth.

H:\MANAGEMENT\WP\COUNCIL REPORTS\STREET RACING KILLS RPT. 8.16.22.DOCX

AUGUST 16, 2022

ORAL REPORT

GREATER LOS ANGELES COUNTY VECTOR CONTROL DISTRICT
(GLACVCD) PRESENTATION



To: Honorable City Council
From: John Moreno, City Manager
By: Heidi Luce, City Clerk
Date: August 16, 2022

Subject: ORAL REPORT – GREATER LOS ANGELES COUNTY VECTOR CONTROL DISTRICT (GLACVCD) PRESENTATION

The Greater Los Angeles County Vector Control District (GLACVCD) is a public health agency that provides ongoing mosquito and vector control services to residents in 36 Los Angeles County cities, including Paramount; and certain unincorporated areas of Los Angeles County.

Mary-Joy Coburn, GLACVCD Director of Communications will provide information on the myriad of services GLACVCD offers its residents.

AUGUST 16, 2022

ORAL REPORT

SOUTHERN CALIFORNIA ASSOCIATION OF GOVERNMENTS (SCAG)
PRESENTATION



To: Honorable City Council
From: John Moreno, City Manager
By: John Carver, Planning Director
Date: August 16, 2022

Subject: ORAL REPORT – SOUTHERN CALIFORNIA ASSOCIATION OF GOVERNMENTS (SCAG) PRESENTATION

Sarah Patterson, Manager of Regional Services from the Southern California Association of Governments (SCAG), will summarize SCAG's mission and programs. SCAG is a Joint Powers Authority (JPA) under California state law, established as an association of local governments and agencies that voluntarily convene to address regional planning issues. There are 191 cities and six counties within SCAG's borders.

SCAG is the regional forum for cooperative decisionmaking by local government elected officials. The organization is also responsible for fulfilling federal and state requirements, including the development of the Regional Transportation Plan and Sustainable Communities Strategy; the Federal Transportation Improvement Program; and transportation-related portions of local air quality management plans. SCAG also determines regional transportation plans and programs are in conformity with state air quality plans; prepares a Regional Housing Needs Assessment (RHNA) every eight years; conducts an intergovernmental review of regionally significant development projects; and advocates for environmental sustainability.

AUGUST 16, 2022

ORAL REPORT

COMMUNITY ORGANIZATION MENTAL HEALTH ASSISTANCE UPDATE



To: Honorable City Council

From: John Moreno, City Manager

By: David Johnson, Community Services Director

Date: August 16, 2022

Subject: COMMUNITY ORGANIZATION MENTAL HEALTH ASSISTANCE UPDATE

This item is an oral report on the status of the activity from the three community organizations that were provided additional funding through the CFMA nonprofit grant to assist with additional mental health assistance programming.

AUGUST 16, 2022

ORAL REPORT

2022 PARAMOUNT HOMELESS CENSUS



To: Honorable City Council
From: John Moreno, City Manager
By: Margarita Matson, Public Safety Director
Date: August 16, 2022

Subject: ORAL REPORT – 2022 PARAMOUNT HOMELESS CENSUS

The City of Paramount contracted for services from City Net to organize and implement a homeless census to identify a baseline number of individuals living without housing. This baseline number would then be used to measure all of the City's homelessness prevention and intervention efforts. In addition, the census data provides the demographic, asset, and other unique characteristics of individuals without housing to better inform resource allocation. City Net conducted the 2022 Paramount Homeless Census on two occasions: in the early morning of May 24 and the late evening of May 26, 2022. The 2022 Paramount Homeless Census is a distinct but complementary project from the HUD-mandated, county-wide Point-in-Time Count. The census allows for a city-specific focus with more time, staff resources, and local questions than is generally possible within the framework of the Point-in-Time Count.

During tonight's City Council meeting, Mr. Matt Bates, Vice President for City Net, will present the final report for the 2022 Paramount Homeless Census.

AUGUST 16, 2022

AGREEMENT WITH SALVATION ARMY BELL SHELTER FOR FISCAL YEAR
2022-2023

MOTION IN ORDER:

APPROVE AND AUTHORIZE THE MAYOR OR CITY MANAGER TO ENTER
INTO THE AGREEMENT WITH THE SALVATION ARMY BELL SHELTER IN
THE AMOUNT OF \$207,252.

MOTION:

MOVED BY: _____

SECONDED BY: _____

[] APPROVED

[] DENIED

ROLL CALL VOTE:

AYES: _____

NOES: _____

ABSENT: _____

ABSTAIN: _____



To: Honorable City Council

From: John Moreno, City Manager

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

Date: August 16, 2022

Subject: AGREEMENT WITH SALVATION ARMY BELL SHELTER FOR FISCAL YEAR 2022-2023

BACKGROUND

Since 2019, the City of Paramount has seen its homeless population decrease from 105 individuals experiencing homelessness in 2019 to 85 in 2020 to 59 in 2022. This 44% reduction in individuals experiencing homelessness since 2019 can be attributed to our City Homeless Plan, which has served as a roadmap on how we will service those struggling with homelessness, expanding our partnerships with non-profit organizations providing services and daily outreach connecting our homeless neighbors to the appropriate services. Securing shelter services will help address a critical gap and offer a safe place and supportive resources for individuals experiencing homelessness.

DISCUSSION

The results of the Paramount 2022 Homeless Census conducted by City Net suggest that a significant portion of the surveyed population expressed interest in services, such as Case Management (51%) and shelter (40%) as well as street outreach and engagement efforts for the homeless neighbors in Paramount. To continue to reduce the number of individuals experiencing homelessness on the streets of Paramount, it is vital to partner with a local shelter to have shelter beds reserved for Paramount's homeless neighbors. Too often, City staff encounters homeless neighbors who desire shelter placement, but a shelter bed is unavailable. By partnering with Salvation Army Bell Shelter, the City of Paramount would reserve twelve shelter beds, four female beds, and eight male beds. Salvation Army Bell Shelter is eight miles from Paramount, allowing willing participants to still be close to their support system while being sheltered.

Services offered include state-licensed substance abuse treatment; individualized case management; specialized veterans programs; individual and group therapy, referrals for mental health services; on-site mobile clinic, medical referral nurse, medication management, and communicable disease education; library and computer access for job and housing searches; vocational assistance, job referrals, life skills classes; and housing placement assistance; and neurofeedback clinic.

The Public Safety Department is recommending we enter into a service agreement (Attachment A) with the Salvation Army Bell Shelter for Fiscal Year 2022-2023. Some benefits from this agreement include:

- Bell Shelter is within eight miles from Paramount.
- Twelve (12) reserved beds for Paramount Homeless Neighbors only.
- Each participant will receive three daily nutritious meals, case management, employment search assistance, and long-term housing navigation.

FISCAL IMPACT

The cost to enter into this agreement with the Salvation Army Bell Shelter is \$207,252. A budget allocation to cover the cost of this agreement is included in the adopted Fiscal Year 2023 Budget. This budget allocation is funded through the City's American Rescue Plan Act (ARPA).

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 the agreement with the Salvation Army Bell Shelter in the amount of \$207,252.

Attachment A

AGREEMENT

THIS AGREEMENT ("Agreement") is made by and between the City of Paramount, a California municipal corporation ("Organization"), and The Salvation Army, a California corporation, located at 30840 Hawthorne Blvd., Rancho Palos Verdes, California 90275, acting through its Bell Shelter ("Contractor"). (Collectively, Organization and Contractor shall be referred to as "the Parties," and either individually shall be a "Party.")

WHEREAS Organization desires to secure the services of Contractor and Contractor represents that Contractor possesses the requisite qualifications, experience, and expertise to provide same to Organization,

WHEREAS the Contractor represents that it is California nonprofit religious corporation with Federal Employer Identification Number 94-1156347.

NOW THEREFORE, the Parties hereto agree as follows:

1. Scope of Services. Contractor shall provide the services described in **Exhibit A**, attached hereto and made a part hereof as though set forth in full.
2. No Partnership, No Joint Venture, No Employment. Each Party represents that does not intend to create a partnership or joint venture and the Parties agree that nothing in this agreement shall be construed to create a partnership or joint venture between the Parties. Each Party is providing services separately for the community, as more particularly described below, and not as an employee or agent of another Party. Contractor is retained by Organization as an independent contractor, and each Party shall be wholly responsible for its own work, which is neither directed by nor under the control of any other Party.
 - a. Employees furnished by either Party ("Furnishing Party"), if any, shall be deemed solely those of Furnishing Party and under Furnishing Party's exclusive control. Furnishing Party shall assume exclusive responsibility (i) for payment of the salaries or wages of said employees, and (ii) to satisfy any legal obligations or reports relating to their employment, including but not limited to Social Security, unemployment insurance, workers' compensation, federal or state tax- withholding requirements, tax obligations, and any related reporting requirements.
 - b. All employees of the Parties shall be bound by this Agreement. Neither Party nor its employees shall be entitled to workers' compensation, employee medical-plan benefits, or any other employment benefits that the other Party provides to its regular, full-time employees.
 - c. The Parties expressly represent and warrant to each other that: (1) each Party is not and shall not be construed to be an employee of the other, that the Parties' status shall be that of independent contractors, and that each Party is solely responsible for its actions and inaction; (2) each Party shall act solely as an independent contractor, not as an employee or agent of the other; and (3) neither Party is authorized to enter into contracts or agreements on behalf of the other Party or to otherwise create obligations of the other Party of any kind to third parties.
3. Term of Contract. The term of this contract shall be from September 1, 2022 to June 20, 2023. Notwithstanding the foregoing, this Agreement may be terminated (a) by either Party, in the event of default by fifteen (15) days' written notice to the defaulting Party; or (b) by Organization without cause on thirty (30) days' written notice to Contractor. On termination in either event, Contractor shall cease to perform any additional services. Contractor shall only be paid for any services properly rendered up to the time that notice of termination is served. Termination shall not provide cause to give Contractor a claim for damages for work to be performed after the time that notice of termination is served.
4. Compensation and Payment. Organization agrees to pay Contractor: (*check only one*)
 - ☒ Contractor's rate of \$57.00 per day per bed for twelve (12) beds, not to exceed a total compensation of \$207,252 for the term of this Agreement (303 days); or
 - ☐ According to Contractor's hourly rate and/or fee schedule described in **Exhibit B**, attached hereto and made a part hereof as though set forth in full; or

☐ On a reimbursement basis, for eligible costs as described in **Exhibit B**, attached hereto and made a part hereof as though set forth in full. That Exhibit shall also prescribe the manner in which Contractor must submit invoices for such reimbursement, including the schedule for same.

5. Indemnification and Legal Compliance.

- a. Contractor hereby waives all claims against Organization for any injury or damage to any person or property from any cause whatsoever (other than Organization's or its agent's, contractor's, or employee's gross negligence or willful misconduct) which arises out of or in connection with the matters covered by this Agreement.
- b. Each Party (the "Indemnifying Party") shall indemnify, hold harmless, and, at the request of the other Party, defend the other Party (the "Indemnified Party") from and against any and all claims, losses, liabilities, penalties, costs, and expenses, including reasonable attorney's fees, established by judgment, alternative-resolution award, or determination of any administrative or regulatory body asserting authority over either party or the subject matter of this Agreement, arising from (a) any material breach of any provision of this Agreement or (b) the negligence or willful misconduct in the performance of obligations hereunder by the Indemnifying Party or any employee, agent, or other representative of the Indemnifying Party.
- c. The provisions of this Section 5 shall survive the expiration or termination of this Agreement with respect to any claims or liability arising prior to such expiration or termination.
- d. Contractor agrees to and represents and warrants to Organization that it will abide by any and all laws, regulations, or other legal requirements applicable to its performing the services described herein to Organization.

6. Insurance.

- a. Contractor shall obtain and maintain throughout the term of this Agreement policies of insurance as required by law and described more particularly below: *(check each type to be required)*
 - ☒ General liability insurance. Contractor shall maintain commercial general liability insurance with coverage at least as broad as Insurance Services Office form CG 00 01, in an amount not less than \$1,000,000 per occurrence, \$2,000,000 general aggregate, for bodily injury, personal injury, and property damage. The policy must include contractual liability that has not been amended. Any endorsement restricting standard ISO "insured contract" language will not be accepted.
 - ☐ Automobile Liability insurance; said policy shall be written with a combined single limit no less than \$1,000,000, and said policy endorse Organization as additional insured.
 - ☐ Worker's Compensation insurance shall be written with limits in conformity with the laws of the state in which services are performed.
 - ☒ Professional Liability insurance; said policy shall be written with limits no less than \$2,000,000 per claim.
- b. All policies must
 - i. be primary and noncontributory as to coverage which requires additional insured endorsement as described above;
 - ii. contain a waiver of subrogation rights by the insurer;
 - iii. be on an occurrence form, with the exception of Workers' Compensation.
- c. Upon the execution of this Agreement, Contractor shall furnish to Organization all certificates of insurance and additional insured endorsements evidencing the required coverage on execution of this Agreement. Contractor shall maintain the following coverage with no less than the limits of liability specified throughout the term of this Agreement.

- d. The certificates of insurance shall provide that there can be no cancellation or reduction of coverage with at least 30 days' prior written notice to Organization. If such notice of cancellation is given, Contractor shall be required to obtain the same coverage prior to expiration of any other coverage and shall provide Organization with written proof of having obtained such coverage.
 - e. Notwithstanding any other provision of this Agreement, Contractor may satisfy any or all of the insurance obligations under this Section 6 through a program of self-insurance.
7. Additional Provisions. Contractor acknowledges that this Agreement ~~is~~ ☒ is ~~not~~ subject to the provisions of one or more agreements for funding, attached hereto as **Exhibit(s) C** and made a part hereof as though set forth in full. If this Agreement is subject to such provisions, then Contractor represents that Contractor has read and agrees to comply with them in any way that they are applicable to Contractor and as further made applicable to Contractor by virtue of this Agreement.
8. Reports and Auditing. Contractor, when requested, shall provide written reports to Organization with respect to the services rendered hereunder; and Contractor agrees that any documents prepared for Organization within the scope services shall be the sole and exclusive property of Organization. Contractor agrees to make available all records necessary to verify Contractor's compliance with this Agreement, including, but not limited to schedules, wage records, payment records, receipts, and financial statements, upon reasonable written notice or as required by law. Each Party agrees that any documents or records prepared for or provided to the other under this Section 8 will remain confidential unless otherwise required by law or expressly agreed in writing by the disclosing Party.
9. Confidentiality. Each Party agrees to abide by any requests for confidentiality that the other should make, provided that the requests are specific and directed to particular services or documents, including correspondence and emails. The Parties agree to treat all information related to third parties served under the scope of services of this Agreement as confidential, and each Party further agrees not to disclose such information without the prior, written consent of the person served and the other Party to this Agreement. The nature of the services provided under this contract ~~does~~ ☒ does not implicate the provisions of confidentiality laws or regulations requiring a specific kind of contract governing information sharing between the Parties, which if implicated is attached hereto as **Exhibit D** and made a part hereof as though set forth in full.
10. Subcontracting and Assignment. Contractor may not subcontract or assign any right or obligation under this Agreement to any third party without the prior, express, written consent of Organization. Any such attempt to assign, delegate, or subcontract without proper approval shall be void.
11. No Third-Party Beneficiary. This Agreement is made solely for the benefit of the Parties, including their respective successors and assigns subject to the terms of this Agreement, and no other person or entity may have or acquire any right by virtue of this Agreement, including without limitation those clients served under its scope of work.
12. Conflict of Interest. Contractor shall timely disclose to Organization any relationship with any third-party creating a potential conflict of interest, including other employment relationships, contracts, family and business associations by which Contractor benefits, directly or indirectly, or has an interest, financial or otherwise. Contractor represents that there is no actual conflict of interest between the Contractor's engagements, employments, or familial or contractual relationships with third-parties and Organization.
13. Governing Law. This Agreement shall be governed according to the laws of the state in which services are performed.
14. Entire Agreement. This Agreement and the exhibits identified herein constitute the entire understanding between the Parties hereto and supersede all previous agreements, promises, representations, understanding, and negotiations, whether written or oral, including without limitation any previous version of this or any other document, signed or unsigned, including correspondence and emails. Any revisions to this Agreement shall be in writing and executed and dated by authorized representatives of both Parties hereto.
15. Severability. If any provision herein shall be held to be invalid or unenforceable for any reason, the remaining provisions shall continue to be valid and enforceable. If a court finds that any provision of this Agreement is invalid or unenforceable, but by limiting such provision it would become valid and enforceable, then such provision shall be deemed to be written, construed, and enforced as so limited.

16. Notices. Written notice by either Party to the other shall be effective three business days after mailing by registered mail to:

If to Organization:

City of Paramount
Attn: Margarita Matson, Public Safety Director
City of Paramount
15001 Paramount Blvd.
Paramount, CA 90723

If to Contractor:

The Salvation Army Bell Shelter
Attn: Steve Lytle, Director
5600 Rickenbacker Road, Bldg. 2A/B
Bell, CA 90201

with copy to

The Salvation Army
Attn: Territorial Secretary for Business
30840 Hawthorne Blvd.
Rancho Palos Verdes, California 90275

17. Counterparts and Copies. This Agreement may be executed in counterparts, each of which will be deemed an original, but all of which together will constitute one and the same instrument. Electronically transmitted or reproduced copies of signed documents are valid to the same extent as though bearing original signatures.

18. List of Exhibits.

Exhibit A – Scope of Services
Exhibit B – N/A
Exhibit C – N/A
Exhibit D – Confidentiality and Nondisclosure Agreement

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement on the date last below written:

ORGANIZATION:
City of Paramount,
a California municipal corporation

By: _____

Its: _____

Dated: _____

CONTRACTOR:
The Salvation Army,
a California corporation

By: _____

Its: _____

Dated: _____

Attest: _____

Its: _____

Dated: _____

EXHIBIT A

The Salvation Army Bell Shelter shall provide the following:

- 1) **Twelve (12) reserved Crisis Housing beds** – eight (8) for male participants and four (4) for female participants referred by the City of Paramount. Should there be a need for a different bed configuration (e.g. 9 males and 3 females), we will make our best efforts to accommodate the need.

Participants may stay for an initial period of ninety (90) days, which may be extended on a monthly basis if the participant is actively working on a housing plan. The Salvation Army Bell Shelter has the right not to extend the stay of any client if the individual is not actively working on a housing plan with his/her case manager. In addition, The Salvation Army Bell Shelter has the right to terminate services for any client according to the shelter's established Termination Policy. We will provide at least three (3) referrals to other programs for any participant who is terminated or whose stay is not extended.

The beds reserved by the City of Paramount are classified as Crisis Housing beds, as such they are low demand and low barrier, which means participants do not have to commit to sobriety or adherence to medications for health or mental health conditions. However, The Salvation Army Bell Shelter reserves the right to assess all individuals referred by the City of Paramount and to deny entry to any individuals who pose a safety threat, require a higher level of care, cannot be documented as "homeless", have a history of arson, or are registered sex offenders.

COVID-19 requirements: All referred individuals must agree to a COVID-19 test (rapid/antigen or PCR) test as part of the intake process and to comply with requests for all on-going tests as required by the Los Angeles Department of Public Health (DPH) to reduce and prevent the spread of COVID-19 in this facility. Failure to comply with DPH COVID-19 requirements may bar entry to the program or may lead to termination from the program. All participants must wear facemasks inside the facility and must follow social distancing and handwashing protocols.

- 2) **Supportive services** for up to twelve (12) participants utilizing the City of Paramount reserved beds include, but are not limited to: intake, comprehensive needs assessment, individualized case management, referrals to health/mental health services, life skills classes, employment services and referrals, transportation assistance, benefits advocacy, and permanent housing placement assistance.
- 3) **Operational services/supports** for up to twelve (12) City of Paramount participants include, but are not limited to: three (3) nutritious meals daily, evening snack, bed linens/towels, hygiene supplies, access to laundry facilities, and access to indoor and outdoor recreational facilities and social/holiday events.

EXHIBIT D

CONFIDENTIALITY & NONDISCLOSURE AGREEMENT

This Agreement is made by and between The City of Paramount (Company) and The Salvation Army, a California corporation (Vendor) (singularly a “party,” collectively the “parties”).

WHEREAS, Company may wish to engage Vendor’s services under a separate contract (the Contract); and

WHEREAS, in order for Company and Vendor to determine whether they wish to enter into the Contract, Company and/or Vendor may have access to information that the other party considers confidential, valuable, and/or proprietary, as well as information that may be subject to federal, state, and contract restrictions, or any combination thereof;

NOW, THEREFORE, in consideration of the above premises and commitments contained herein, it is hereby agreed that:

1. **Confidentiality and Nondisclosure.** Company and Vendor will each hold in confidence any and all Confidential information of the other party and not disclose to any other person, including its own employees, agents, and volunteers (subject to the exception provided in 3 below) or any third party, without written permission of the of the other party. Confidential Information shall mean all information, including without limitation that which is verbal, written, or in other physical or electronic form and is:

- A. Technical and nontechnical information including patent, copyright, trade secret, and proprietary information, techniques, sketches, drawings, models, inventions, know-how, processes, apparatus, equipment, algorithms, software programs, software source documents, and formulae related to the current, future, and proposed products and services of each of the parties, and includes, without limitation, their respective information concerning research, experimental work, development, design details and specifications, engineering, financial information, procurement requirements, purchasing, manufacturing, customer lists, business forecasts, sales and merchandising, and marketing plans and information; or
- B. Information related that would identify a client of any one of Company’s programs as an alcohol or drug abuser either directly, by reference to other publicly available information, or through verification of such an identification by another person; or
- C. Information related to the past, present, or future physical or mental health or condition of an individual; the provision of health care to an individual; or the past, present, or future payment for the provision of health care to an individual; and (i) that identifies the individual; or (ii) with respect to which there is a reasonable basis to believe the information can be used to identify the individual; or
- D. Information related to the services contemplated as being provided under the Contract, including but not limited to compensation; or
- E. Disclosed verbally or in writing as “Confidential.”

2. **Federally Restricted Information.** Check all that apply:

- ☐ Company expects that Vendor will have access to information described under Section 1(B), and accordingly, Company and Vendor have executed a Qualified Service Organization Agreement and attached it as Exhibit A, the contents of which are incorporated by reference as though set forth in full here.
- ☒ Company expects that Vendor will have access to information described under Section 1(C), and accordingly, Company and Vendor have executed a Business Associate Agreement and attached it as **Exhibit E**, the contents of which are incorporated by reference as though set forth in full here.
- ☐ Company expects that Vendor will have not have access to information described under Section 1(B) or (C). Vendor agrees to immediately notify Company if it receives such information in the course of its

work, and Vendor further agrees Vendor will execute the agreements required by federal law at that time.
Vendor Initials: _____ Company Initials: _____

3. **Internal Disclosure.** The parties' confidentiality and nondisclosure obligation under Section 1 shall include disclosure to any party other than the minimum number of its own responsible employees and agents who are directly engaged in the consultation, evaluation, and preparation of information with respect to the purposes of this Agreement, and to whom it is essential to disclose the same. The names and job titles, or project roles, shall be provided in writing to and shall be subject to the approval of the other party in advance of any such internal disclosure. Each party hereby represents and warrants that it shall take all reasonable steps to ensure that such employees and agents, whether during or after their employment or engagement, shall treat confidential information as such and keep it secret from other entities or persons.

4. **Excepted Information.** The parties' confidentiality and nondisclosure obligation under Section 1 with respect to information described in Section 1, subsections (A), (D), or (E) shall not include that information which Vendor can prove was public information, or Vendor's proprietary information lacking any reference to Company or any reference which may by reasonable inference identify Company.

5. **Term.** The parties' confidentiality and nondisclosure obligation under Section 1 shall terminate at the expiration of the Contract or by the mutual written agreement of the parties that subsequent communications and activities shall not be governed by this Agreement. However, the confidentiality and nondisclosure obligation under Section 1 as it pertains to any and all Confidential Information heard, viewed, or otherwise received prior to the termination of this agreement shall continue in perpetuity, except as limited in 4 above.

6. **Property Rights.** Nothing in this Agreement shall be construed to grant a party any license or any other right to any of the other party's intellectual property, and nothing herein shall obligate the either party to enter into any further agreements with the other party.

7. **Remedy.** Vendor and Company agree that a breach of any of the promises or agreements contained in this Agreement will result in irreparable and continuing damage for which there will be no adequate remedy at law, and either party shall be entitled, without limitation, to injunctive relief or a decree for specific performance, or both, and any such other relief as may be proper.

8. **Amendment.** This Agreement may only be amended by a written instrument duly executed by both parties. No waiver of any provision of this Agreement shall be effective unless it is duly executed by the party whose rights are being waived. No waiver with respect to any one occurrence, action, or inaction, similar or otherwise.

9. **Assignment.** This Agreement shall be binding on and inure to the benefit of any partner, subsidiary, affiliate, successor or assign of either party participating in the evaluation of the subject matter, as if a party of this Agreement.

10. **Choice of Law.** This Agreement shall be governed by the laws of the State of California, and any controversy or claim arising out of this Agreement shall be adjudicated in a court of competent jurisdiction therein. The prevailing party shall recover from the other party its costs, including reasonable attorney fees. Costs of the arbitration will initially be shared equally, but the prevailing party will be entitled to recover arbitration fees paid by it from the other party.

11. **Severability.** Should any provisions of this Agreement be held by a court of law to be illegal, invalid, or unenforceable, the legality, validity, and enforceability of the remaining provisions of this Agreement shall not be affected or impaired.

12. **Entire Agreement.** This Agreement constitutes the entire agreement with respect to the Confidential Information which Vendor may encounter in the course of Vendor's work under the Contract and supersedes all prior or contemporaneous oral or written agreements concerning such Confidential Information. 1.

13. **Counterparts.** This Agreement may be executed in any number of counterparts, each of which shall be deemed an original. Facsimile copies of the same shall be treated as originals.

IN WITNESS WHEREOF, the parties have executed this Confidentiality and Nondisclosure Agreement as of the date and year last below written.

Vendor

By: _____

Its: _____

Date: _____

The Salvation Army, a California corporation

By: _____

Its: _____

Attest: _____

Its: _____

Date: _____

Exhibit A
Qualified Service Organization Agreement

This Qualified Service Organization Agreement (QSOA) is made by and between The Salvation Army, a California corporation, (Company) and The City of Paramount (Vendor).

WHEREAS, Company has engaged or intends to engage Vendor's services under a separate contract (the Contract); and

WHEREAS, Company has reason to believe that in the course of Vendor's work under the Contract, Vendor may have access to information related that would identify a client of any one of Company's programs as an alcohol or drug abuser either directly, by reference to other publicly available information, or through verification of such an identification by another person;

WHEREAS, such information may be covered by the restrictions in Title 42, Chapter 1, Subchapter A, Part 2, of the Code of Federal Regulations (Covered Information).

NOW, THEREFORE, in consideration of the above premises and commitments contained herein, it is hereby agreed that:

1. Vendor hereby acknowledges that in the course of providing professional services under the Contract, if it receives, stores, processes, or otherwise deals with any Covered Information, Vendor is fully bound by the restrictions set forth in 42 CFR §§ 2.1 - 2.67. Company can provide a copy of these regulations on request.
2. Vendor agrees that, if necessary, Vendor will resist in judicial proceedings any efforts to obtain access to Covered Information except as permitted by the regulations described above.
3. Vendor's obligation in this Exhibit A shall continue to the extent required by the regulations described above.
4. This QSOA may be executed in any number of counterparts, each of which shall be deemed an original. Facsimile copies of the same shall be treated as originals.

IN WITNESS WHEREOF, the parties have executed this Qualified Service Organization Agreement as of the date and year last below written.

The City of Paramount
(Vendor)

The Salvation Army, a California corporation

By: _____

By: _____

Its: _____

Its: _____

Date: _____

Attest: _____

Its: _____

Date: _____

Exhibit B
Business Associate Agreement

This Business Associate Agreement (BAA) is made by and between The Salvation Army, a California corporation, (Company or Covered Entity) and The City of Paramount (Vendor or Business Associate).

WHEREAS, Company has engaged or intends to engage Vendor's services under a separate contract (the Contract); and

WHEREAS, Company has reason to believe that in the course of Vendor's work under the Contract, Vendor may have access to information related to the past, present, or future physical or mental health or condition of an individual; the provision of health care to an individual; or the past, present, or future payment for the provision of health care to an individual; and (i) that identifies the individual; or (ii) with respect to which there is a reasonable basis to believe the information can be used to identify the individual; and

WHEREAS, Company and Vendor wish to meet their respective obligations, to the extent applicable, under the Health Insurance Portability and Accountability Act of 1996 (HIPAA), as amended, and more specifically under the Standards for Privacy of Individually Identifiable Health Information at 45 CFR Part 160 and Part 164, Subparts A and E (the Privacy Rule).

NOW, THEREFORE, in consideration of the above premises and commitments contained herein, Covered Entity and Business Associate agree as follows:

1. **Definitions.** Terms used, but not otherwise defined, in this Agreement shall have the same meaning as those terms in the Privacy Rule.
 - a. Privacy Rule. "Privacy Rule" shall mean the Standards for Privacy of Individually Identifiable Health Information at 45 CFR Part 160 and Part 164, Subparts A and E. A reference in this BAA to a section in the Privacy Rule means the section as in effect or as amended
 - b. Individual. "Individual" shall have the same meaning as the term "individual" in 45 CFR §160.103 and shall include a person who qualifies as a personal representative in accordance with 45 CFR §164.502(g).
 - c. Protected Health Information. "Protected Health Information" shall have the same meaning as the term "protected health information" in 45 CFR §160.103, limited to the information created or received by Business Associate from or on behalf of Covered Entity.
 - d. Required By Law. "Required By Law" shall have the same meaning as the term "required by law" in 45 CFR §164.103.
 - e. Secretary. "Secretary" shall mean the Secretary of the Department of Health and Human Services or his designee.
2. **Obligations and Activities of Business Associate.**
 - a. Business Associate agrees to not use or disclose Protected Health Information other than as permitted or required by the BAA or as Required By Law. Business Associate agrees to use appropriate safeguards to prevent use or disclosure of Protected Health Information and agrees to report to Covered Entity, within twenty-four (24) hours, any use or disclosure of Protected Health Information not permitted or required by this BAA of which it becomes aware.
 - b. Business Associate agrees to mitigate, to the extent practicable, any harmful effect that is known to Business Associate of a use or disclosure of Protected Health Information by Business Associate in violation of the requirements of this Agreement.

- c. Business Associate agrees to ensure that any agent, including a subcontractor, to whom it provides Protected Health Information received from, or created or received by Business Associate on behalf of Covered Entity agrees to the same restrictions and conditions that apply through this BAA to Business Associate with respect to such information. However, in no instance may Business Associate engage an agent or subcontractor without the prior written approval of Covered Entity, such approval shall be in the sole discretion of the Covered Entity. Business Associate agrees to ensure that any and all employees of Business Associate agree to adhere to the restrictions and conditions that apply through this BAA to Business Associate.
 - d. If Business Associate creates, receives, maintains, or transmits electronic Protected Health Information during the course of its work as Vendor under the Contract, then Business Associate agrees to implement administrative, physical, and technical safeguards to protect the confidentiality of the information. Business Associate also agrees to ensure that its agents, including subcontractors, to whom it provides the information, agree to implement safeguards to protect it. However, in no instance may Business Associate engage an agent or subcontractor without the prior written approval of Covered Entity, such approval shall be in the sole discretion of the Covered Entity. Business Associate agrees to report to Covered Entity, within twenty-four (24) hours, any security irregularity, breach, or similar incident of which it becomes aware.
 - e. Business Associate agrees to make internal practices, books, and records, including policies and procedures relating to the use and disclosure of Protected Health Information received from, or created or received by Business Associate on behalf of, Covered Entity available to Covered Entity on five (5) days' written notice, or to the Secretary at a time and in a manner designated by the Secretary, for purposes of the Secretary determining Covered Entity's compliance with the Privacy Rule.
 - f. Business Associate agrees to document such disclosures of Protected Health Information and information related to such disclosures, as well as its policies and procedures related to the use and disclosure of Protected Health Information received from, or created or received by Business Associate on behalf of, Covered Entity, as would be required for Covered Entity to respond to a request by an Individual for an accounting of disclosures of Protected Health Information in accordance with 45 CFR §164.528.
 - g. Business Associate agrees to provide to Covered Entity or an Individual, on five (5) days' written notice, information received or created in the scope of Business Associate's work as Vendor under the Contract, to permit Covered Entity to respond to a request by an Individual for an accounting of disclosures of Protected Health Information in accordance with 45 CFR §164.528.
3. **Permitted Uses and Disclosures by Business Associate.** Except as otherwise limited in this BAA, Business Associate may use or disclose Protected Health Information to perform functions, activities, or services for, or on behalf of, Covered Entity as may be permitted or required in the Contract, this BAA, or otherwise required by law, provided that such use or disclosure would not violate the Privacy Rule if done by Covered Entity or the minimum necessary policies and procedures of the Covered Entity.
4. **Obligations of Covered Entity.**
- a. Covered Entity shall notify Business Associate of any changes to the Privacy Rule, or the Health Insurance Portability and Accountability Act of 1996, Pub. L. No. 104-191 (HIPAA), more broadly, to the extent which they may affect Business Associate's or Company's obligations under this BAA.
 - b. Covered Entity shall notify Business Associate of any restriction to the use or disclosure of Protected Health Information that Covered Entity has agreed to in accordance with 45 CFR §164.522, to the extent that such restriction may affect Business Associate's use or disclosure of Protected Health Information.

- c. Covered Entity shall not request Business Associate to use or disclose Protected Health Information in any manner that would not be permissible under the Privacy Rule if done by Covered Entity.

5. Term and Termination.

- a. Term. The Term of this Agreement shall be effective as of the date last below written and shall terminate on the later of the date on which
 - i. All of the Protected Health Information provided by Covered Entity to Business Associate, or created or received by Business Associate on behalf of Covered Entity, is destroyed or returned to Covered Entity, or, if it is infeasible to return or destroy Protected Health Information, protections are extended to such information, in accordance with the termination provisions in this Section; or
 - ii. The Contract is terminated or expires.
- b. Termination for Cause. Upon Covered Entity's knowledge of a material breach by Business Associate, Covered Entity shall either:
 - i. Provide an opportunity for Business Associate to cure the breach or end the violation and terminate this BAA and the Contract if Business Associate does not cure the breach or end the violation within the time specified by Covered Entity; or
 - ii. Immediately terminate this BAA and the Contract if Business Associate has breached a material term of this BAA and cure is not possible; or
 - iii. If neither termination nor cure are feasible, Covered Entity shall report the violation to the Secretary.
- c. Effect of Termination.
 - i. Except as provided in paragraph (ii) of this section, upon termination of this BAA, for any reason, Business Associate shall return or destroy all Protected Health Information received from Covered Entity, or created or received by Business Associate on behalf of Covered Entity. This provision shall apply to Protected Health Information that is in the possession of subcontractors or agents of Business Associate. Business Associate shall retain no copies of the Protected Health Information.
 - ii. In the event that Business Associate determines that returning or destroying the Protected Health Information is infeasible, Business Associate shall provide to Covered Entity notification of the conditions that make return or destruction infeasible. Upon five (5) days' written notice that return or destruction of Protected Health Information is infeasible, Business Associate shall extend the protections of this Agreement to such Protected Health Information and limit further uses and disclosures of such Protected Health Information to those purposes that make the return or destruction infeasible, for so long as Business Associate maintains such Protected Health Information.

- 6. **Indemnity.** Business Associate shall indemnify and defend Covered Entity, including its officers, directors, employees, agents, and volunteers, and hold it and them harmless against any and all claims, actions, suits, fines, penalties, judgments, liabilities or costs of any kind, including attorney's fees and other litigation expenses, for any injury or damage to any person or property whatsoever arising out of a breach of security of the Protected Health Information involved in Business Associate's scope of work under the Contract.
- 7. **Amendment.** Business Associate agrees to take such action as is necessary to amend this BAA from time to time as is necessary for Covered Entity to comply with the requirements of the Privacy Rule and HIPAA.

8. **Interpretation.** Any ambiguity in this BAA shall be resolved to permit Covered Entity to comply with the Privacy Rule.
9. **No Third Party Beneficiaries.** Nothing in this BAA shall be construed to confer upon any person other than Covered Entity and Business Associate, and their respective successors or assigns, any rights, remedies, obligations, or liabilities whatsoever.
10. **Survival.** Sections 1, 5(c), 6, 8, 9, and 10 of this Agreement shall survive the termination of this BAA.
11. **Counterparts.** This BAA may be executed in any number of counterparts, each of which shall be deemed an original. Facsimile copies of the same shall be treated as originals.
12. **Notice.** Notice required under this BAA shall be made by United States Mail, express courier, or facsimile to following persons, at the given addresses and numbers:

If to Covered Entity:

The Salvation Army
30840 Hawthorne Blvd.
Rancho Palos Verdes, CA 90275
Attn: Legal Department

If to Business Associate:

Address

Address

Facsimile Number

Attn: _____

IN WITNESS WHEREOF, the parties have executed this Business Associate Agreement as of the date and year last below written.

Vendor

The Salvation Army, a California corporation

By: _____

By: _____

Its: _____

Its: _____

Date: _____

Attest: _____

Its: _____

Date: _____

CONSENT TO RELEASE INFORMATION TO A THIRD PARTY FROM THE SALVATION ARMY ("TSA")

CONFIDENTIALITY STATEMENT

As a client or former client of a TSA program, you must give TSA written permission before it will discuss or otherwise exchange your information in writing with a third party (e.g., a probation/parole officer, lawyer, relative, agency, etc.), including the mere confirmation of whether you participated in a TSA program. You may request a review of your counseling or other records with a staff person at a reasonable time. However, the confidential information of other individuals may not be reviewed absent their written consent on a form like this one. In order to provide you the best service, TSA may internally exchange information between its different components on a need-to-know basis. Under all circumstances, your confidentiality will be respected and guarded.

This notice and consent-to-release form describes how mental-health, substance abuse-related, and other information about you may be used and disclosed and how you can obtain access to such information. Please review it carefully.

NOTICE TO AGENCY OR INDIVIDUAL RECEIVING CONFIDENTIAL INFORMATION: This information has been disclosed to you from records that may be protected by federal and state confidentiality rules (e.g., those codified at 42 C.F.R. part 2, those of the Health Insurance Portability and Accountability Act ("HIPAA"), or other applicable laws and regulations). Generally, the federal and state rules prohibit you from further disclosing this information unless expressly permitted by the written consent of the person to whom it pertains or as otherwise permitted by applicable laws and regulations. A general authorization for the release of medical or other information is NOT sufficient for that purpose. The federal rules restrict any use of the information to criminally investigate or prosecute any patient being treated for alcohol or substance abuse.

CLIENT'S RELEASE OF CONFIDENTIAL INFORMATION

Your records are considered confidential and may be protected by federal law and regulations. They will not be released to other individuals or agencies without your written consent, which you are providing through this form. However, certain information protected by 42 C.F.R. part 2 may be released without your authorization under the following circumstances: 1) Upon TSA's receipt of a legitimate court order; 2) to medical personnel in a medical emergency; 3) to qualified personnel for research, audit, or program evaluation; 4) if you threaten or commit a crime on the program premises or against TSA personnel; 5) if there is evidence to suggest child abuse or neglect, or risk of harm to a child; 6) if you pose a threat of serious harm to self or to others; 7) if necessary to provide a counseling-related service, TSA staff may internally share your information with other TSA staff, strictly on a need-to-know basis; and 8) if there is a Qualified Service Organization Agreement ("QSOA") in effect for a specific service, e.g., laboratory or medical services. Violation of certain confidentiality rules is a crime and may be reported to TSA. Please ask TSA staff for help if you are concerned or need assistance understanding any part of this form.

EACH SECTION MUST BE COMPLETED

- I. I, _____, hereby knowingly and voluntarily consent to and authorize the release of information from my records as specified below.
- II. The information may be exchanged between the following persons/organizations:
 Name of Facility: The Salvation Army, at its Address: _____

 and
 Name of Individual, Agency, or Facility: _____
 Address: _____
- III. These persons/organizations may communicate regarding and disclose to each other the following information related to me:

<input type="checkbox"/> Program attendance and compliance	<input type="checkbox"/> Counseling records (except mental-health notes)
<input type="checkbox"/> Progress toward counseling goals	<input type="checkbox"/> Behavioral Health Assessment summary
<input type="checkbox"/> Recommendations for future case management	<input type="checkbox"/> Medical referral
<input type="checkbox"/> Contact information	<input type="checkbox"/> Other (be specific): _____
- The information to be released may be released: ☐ in writing ☐ verbally ☐ electronically
- IV. The purpose of or need for this disclosure is: _____

☐ The Salvation Army is making an internal referral between its own units/components.
- V. I understand that I may revoke this authorization at any time, except to the extent that action has already been taken in reliance upon it. This authorization must be revoked in writing for data protected under HIPAA but may be revoked orally for data protected under 42 C.F.R. part 2. One of the persons/organizations to which information is being released can provide you with a form for revoking your consent, if applicable. If this authorization is not specifically revoked earlier, it will terminate after:
☐ 60 days ☐ 90 days ☐ one year from date of signature ☐ when my last program session is complete
- VI. I understand that I might be denied services if I refuse to consent to a disclosure for purposes of treatment, payment, or healthcare operations, if permitted by law. I will not be denied services if I refuse to consent to a disclosure for other purposes.
- VII. I have reviewed the guidelines above regarding confidentiality and have received a copy of this document.

Signature of Client _____

Date _____

AUGUST 16, 2022

RESOLUTION NO. 22:042

“A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PARAMOUNT
AUTHORIZING AN EMERGENCY CONTRACT FOR LANDSCAPE
MAINTENANCE SERVICES PURSUANT TO PUBLIC CONTRACTS CODE
SECTIONS 20168 AND 22050”

MOTION IN ORDER:

IT IS RECOMMENDED THAT THE CITY COUNCIL READ BY TITLE ONLY
AND ADOPT RESOLUTION NO. 22:042.

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: August 16, 2022

**Subject: RESOLUTION NO. 22:042
AUTHORIZING AN EMERGENCY CONTRACT FOR LANDSCAPE
MAINTENANCE SERVICES PURSUANT TO PUBLIC CONTRACTS CODE
SECTIONS 20168 AND 22050**

BACKGROUND

In fall of 2020, the City issued a Request for Proposals (RFP) to solicit qualified landscape maintenance firms to submit competitive bids for the landscape maintenance services for all City owned landscaped areas citywide. In December of 2020, the City Council awarded a contract for these services to BrightView Landscape Services. The contract was for a two-year term, ending in December of 2022.

DISCUSSION

On June 14, 2022, staff received a letter from BrightView demanding an additional \$6,895.00 per month (15.5% increase) above the agreed upon contract amount to continue providing services to the City. BrightView cited increased operational costs, inflation, and a tight labor market as the reasons for their demand for an increase in fees. The letter further stated that if the City is unable to provide the additional costs, BrightView will discontinue services and terminate the agreement.

On Monday, August 8, 2022, BrightView ceased all landscape maintenance services in the City of Paramount. Public Works staff have begun the process of updating the prior Request for Proposals (RFP) for landscape maintenance services and is scheduled to release the RFP next month. Landscape maintenance is both a high priority and an essential public service for the residents and the City must continue to provide these crucial services to ensure that the aesthetics of our landscape is properly maintained and enhanced. Pursuant to Public Contract Code Sections 20168 and 22050, in the case of an emergency, the City may pass a resolution by a four-fifths vote of its members declaring that the public interest and necessity demand the immediate expenditure of public money to safeguard life, health, or property.; provided that the City makes a finding that the emergency will not permit a delay resulting from a competitive solicitation for bids, and that the action is necessary to respond to the emergency.

The attached resolution identifies that the abrupt termination of the current landscaping contract by BrightView is an emergency as defined in Public Contract Code Section 1102

and authorizes the City Manager to procure emergency landscape maintenance services on a temporary basis until the RFP process is complete.

FISCAL IMPACT

There is currently no fiscal impact to the City. Landscape Maintenance Services are budgeted in the Landscape Division of the Public Works Budget and, at this time, there are sufficient funds for continued landscape maintenance services by another firm.

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 read by title only and adopt Resolution No. 22:042.

CITY OF PARAMOUNT
LOS ANGELES COUNTY, CALIFORNIA

RESOLUTION NO. 22:042

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PARAMOUNT
AUTHORIZING AN EMERGENCY CONTRACT FOR LANDSCAPE
MAINTENANCE SERVICES PURSUANT TO PUBLIC CONTRACTS
CODE SECTIONS 20168 AND 22050

WHEREAS, the City of Paramount ("City") is responsible for the landscaping maintenance of all City parks, ivy walls, and City street medians ("landscape maintenance services"); and

WHEREAS, City had a landscaping agreement with a landscape service provider ("landscape contractor") for such landscape maintenance services; and

WHEREAS, the landscape contractor abruptly terminated the landscape agreement with the City prior to its termination date in December 2022 because of increased operational costs, inflation and a tight labor market; and

WHEREAS, continued maintenance of the City's parks, street medians and other public property is crucial during the hot summer months in order to provide essential public services to City residents and to protect the City's investment in its public property; and

WHEREAS, the City is currently preparing a request for proposals/bids for such landscaping maintenance services but, in the interim and prior to the bid process to being complete, the City must take immediate action to provide such essential landscaping services in order to mitigate any loss to City property ; and

WHEREAS, for the health, safety and welfare of the public using City parks and streets and to safeguard public property, the parks and street medians must be maintained immediately and consistently until the completion of the bid process to select a new landscape contractor; and

WHEREAS, Public Contract Code Sections 20168 and 22050 provides that "[In] case of an emergency, the legislative body may pass a resolution by a four-fifths vote of its members declaring that the public interest and necessity demand the immediate expenditure of public money to safeguard life, health, or property. Upon adoption of the resolution, it may expend any sum required in the emergency without giving notice for bids for such services when the City makes a finding that the emergency will not permit a delay resulting from a competitive solicitation for bids, and that the action is necessary to respond to the emergency"; and,

WHEREAS, the City Council finds that the immediate need to continue maintenance of its parks and street medians, as essential public services, constitutes such an emergency as defined under Public Contract Code Section 1102 because the

termination of the current landscaping agreement was a sudden, unexpected occurrence that poses a clear and imminent danger, requiring immediate action to prevent or mitigate the loss or impairment of life, health, property, or essential public services; and

WHEREAS, pursuant to Public Contract Code Section 22050 (b)(1) and Section 2.08 of the Paramount Municipal Code, the City Manager may take action to address this emergency and this resolution delegates and confirms that authority; and

WHEREAS, the emergency identified herein will not permit a delay resulting from a competitive solicitation for bids, and that the action is necessary to respond to the emergency.

WHEREAS, the City Council shall review the emergency action at its next regularly scheduled meeting and, at every regularly scheduled meeting thereafter until the action is terminated, to determine, by a four-fifths vote, that there is a need to continue the action.

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 authorized to take all necessary action to carry out the provisions of this resolution.

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 16th day of August 2022.

Vilma Cuellar Stallings, Mayor

ATTEST:

Heidi Luce, City Clerk

AUGUST 16, 2022

APPROVAL OF PROFESSIONAL SERVICES AGREEMENT WITH HAZEN
AND SAWYER FOR ENGINEERING SERVICES RELATED TO WELL 16
PERMITTING REQUIREMENTS WITH THE STATE OF CALIFORNIA'S
DRINKING WATER DIVISION

MOTION IN ORDER:

IT IS RECOMMENDED THAT THE CITY COUNCIL 1) APPROPRIATE
\$120,000 OF AVAILABLE ARPA FUNDS; AND 2) APPROVE AN
AGREEMENT WITH HAZEN AND SAWYER IN THE AMOUNT OF
\$120,000, EFFECTIVE AUGUST 1, 2022, FOR ENGINEERING SERVICES
RELATED TO WELL 16 PERMITTING REQUIREMENTS WITH THE
STATE OF CALIFORNIA'S DRINKING WATER DIVISION.

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: August 16, 2022

Subject: APPROVAL OF PROFESSIONAL SERVICES AGREEMENT WITH HAZEN AND SAWYER FOR ENGINEERING SERVICES RELATED TO WELL 16 PERMITTING REQUIREMENTS WITH THE STATE OF CALIFORNIA'S DRINKING WATER DIVISION

BACKGROUND

As the City's newest water well, Well 16, nears completion, staff started the process of amending the City's existing drinking water permit with the State of California's Drinking Water Division to include the operations of this new well. Well 16 is a 3,400 gallons per minute high capacity well that includes the required treatment systems to support the City's potable water needs. Several analysis and related technical reports are required by the Drinking Water Division of the State in order for them to issue the necessary operational permit. Staff is requesting City Council approval for an agreement for professional consulting services to complete the analysis and technical reporting on behalf of the City.

DISCUSSION

Hazen and Sawyer is a highly experienced firm with experts in water quality and treatment, system hydraulics, hydrogeology, and well design and operations. They have prepared technical analysis and reports for various water agencies to facilitate the required operational permits through the State of California's Drinking Water Division. Additionally, Hazen and Sawyer is currently preparing the Site Investigation Report for the City's future Vermont Avenue Water Infrastructure Facility and is familiar with the City's water system operations.

Hazen and Sawyer's proposal for this work includes the preparation of a Source Water Assessment; Operations, Maintenance and Monitoring Plan, along with the required Engineer's Report; certification of all major treatment components, as well, as additional technical analysis and meetings with the State of California's Drinking Water Division for permit approval. The cost for these services will be based on time and materials, and should not exceed \$120,000.

Under our purchasing policy, City Council approval must be obtained for retaining professional services that are \$40,000 or greater. Additionally, professional services,

which often include highly specific areas of expertise, are not subject to the competitive bidding process.

FISCAL IMPACT

The total contract amount of \$120,000 is not included in the adopted FY 2022-23 budget. To fund this contract, a \$120,000 appropriation would need to be approved by the City Council. Staff is recommending the use of available funding from the American Rescue Plan Act (ARPA) of 2021 as it meets the funding criteria for ARPA. This adjustment will be reflected in the mid-year budget.

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 1) appropriate \$120,000 of available ARPA funds; and 2) approve an agreement with Hazen and Sawyer in the amount of \$120,000, effective August 1, 2022, for engineering services related to Well 16 permitting requirements with the State of California's Drinking Water Division.

**SERVICE AGREEMENT BY AND BETWEEN THE
CITY OF PARAMOUNT
AND
HAZEN AND SAWYER
FOR ENGINEERING SERVICES
RELATED TO WELL 16
PERMITTING REQUIREMENTS**

THIS AGREEMENT is made and entered into this 1st day of August 2022 by and between the CITY OF PARAMOUNT, hereinafter referred to as the "CITY," and Hazen and Sawyer, hereinafter referred to as the "CONSULTANT"

I. RECITAL

A. PURPOSE. The purpose of this AGREEMENT is to allow the CITY to procure the services of a qualified consultant to provide professional services in connection with the CITY'S Well 16 permitting requirements through the State of California's Drinking Water Division, and to have the consultant's services based upon the terms and conditions hereinafter set forth.

II. TERMS AND CONDITIONS

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

B. TERMS. This AGREEMENT shall commence as of the 1st day of August 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. In the event of any amendments to this AGREEMENT, such amendments shall be determined in writing between the CITY and CONSULTANT.

C. SCOPE OF SERVICES. Under the supervision of the Director of Public Works or her designee, the CONSULTANT shall provide all services as detailed in the CONSULTANT's Proposal dated July 28, 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.

D. COMPENSATION. During the term of this AGREEMENT, the CITY shall compensate the CONSULTANT 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 CITY shall make payment due to CONSULTANT for services and expenses within thirty (30) days after receipt of CONSULTANT's invoice as to all undisputed fees.

The CONSULTANT 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 CONSULTANT's fee schedule.

E. EXPENSES. CONSULTANT 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 CONSULTANT expenses required to complete the scope of services described herein.

F. INDEPENDENT CONTRACTOR.

- (a) CONSULTANT 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 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) Except for the fees paid to CONSULTANT as provided in the AGREEMENT, CITY shall not pay salaries, wages, or other compensation to CONSULTANT for performing services hereunder for CITY. CITY shall not be liable for compensation or indemnification to CONSULTANT for injury or sickness arising out of performing services hereunder.

G. INDEMNIFICATION.

- (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 conduct or negligent act or omission on the part of CONSULTANT or any of its agents, officers and employees and sub- Consultants in their 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.

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

I. INSURANCE. Without limiting the CONSULTANT'S indemnification of the CITY, the CONSULTANT 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. 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.

Professional liability (errors & omissions) insurance. CONSULTANT shall maintain professional liability insurance that covers the Services to be performed in connection with this AGREEMENT, in the minimum amount of \$2,000,000 per claim and in the aggregate. Any policy inception date, continuity date, or retroactive date must be before the effective date of this AGREEMENT and CONSULTANT agrees to maintain continuous coverage through a period no less than three (3) years after completion of the services required by 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// \$2,000,000 aggregate . Such insurance shall be primary to and not contributing with any other insurance maintained by the CITY. The issuer shall be an "admitted 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 CONSULTANT'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 CONSULTANT to procure or maintain required insurance shall constitute a material breach of this AGREEMENT upon which the CITY will immediately terminate this AGREEMENT.

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

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

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

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

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

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

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

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

P. TERMINATION OF AGREEMENT. This AGREEMENT may be terminated by either party by giving written notice at least thirty (30) days prior to the effective termination date in the written notice. In such event, all finished or unfinished documents, data, studies, surveys, drawings, maps, models, photographs and reports prepared by the CONSULTANT under this AGREEMENT shall, at the option of the CITY, become its property and the CONSULTANT shall be entitled to receive just and equitable compensation for any work satisfactorily completed hereunder. Notwithstanding the above, the CONSULTANT 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 CONSULTANT. CONSULTANT shall be paid for all services and work that meet the standard of care up to the date of termination. In no event shall the CITY withhold monies in excess of the compensation amount received under this Agreement as a set-off for services or work that fails to meet the standard of care.

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

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

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

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

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

V. PERSONNEL. CONSULTANT 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 CONSULTANT 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. 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 CONSULTANT agrees as follows:

A. EQUAL OPPORTUNITY.

(a) The CONSULTANT will not discriminate against any employee or applicant for employment because of race, creed, sex, color, or national origin. The

CONSULTANT 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 CONSULTANT 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 CONSULTANT will, in all solicitation or advertisements for employees placed by or on behalf of the CONSULTANT, state that all qualified applicants will receive consideration for employment without regard to race, creed, color, sex, or national origin.
- (c) The CONSULTANT 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 subconsultant, provided that the foregoing provisions shall not apply to contracts or subcontracts for standard commercial supplies or raw materials.
- (d) The CONSULTANT 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 CONSULTANT 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 CONSULTANT'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 CONSULTANT 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 CONSULTANT will include the provisions of paragraphs (a) through (g) 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 subconsultant or vendor. The CONSULTANT 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 CONSULTANT becomes involved in, or is threatened with, litigation with a subconsultant or vendor as a result of such direction by the CITY, the CONSULTANT 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 CONSULTANT 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 CONSULTANT. CONSULTANT 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 CONSULTANT 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 CONSULTANT: Hazen and Sawyer
Cindy Miller, PE, Vice President
7700 Irvine Center Drive, Suite 200
Irvine, CA 92618

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

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

CITY OF PARAMOUNT

HAZEN AND SAWYER

By: _____
Vilma Cuellar Stallings, Mayor

By: _____
Cindy Miller, PE, Vice President

ATTEST:

By: _____
Heidi Luce, City Clerk

APPROVED AS TO FORM:

By: _____
John E. Cavanaugh, City Attorney

July 28, 2022

Adriana Figueroa
Public Works Director
CITY OF PARAMOUNT
15300 Downey Avenue
Paramount, CA 90723

Subject: Proposal to Provide Engineering Services for Well 16 Permitting with Division of Drinking Water

Dear Ms. Figueroa:

Hazen and Sawyer (Hazen) understands the importance obtaining an operating permit for the City of Paramount's Well 16 from the State Water Resources Control Board Division of Drinking Water (DDW) as soon as possible to reduce the City's reliance on imported water supplies and provide a new resilient and reliable water supply source. Well 16 is a 3,400-gpm well drilled and constructed in 2016. The well water quality indicated levels of manganese and arsenic exceeding State maximum contaminant levels, necessitating construction of an oxidation/filtration treatment system for their removal. Construction of this treatment system is nearing completion, hence the permit processing with DDW needs to be expedited to put the well into operation as soon as possible.

Hazen stands ready to assist the City compile, supplement, and if necessary prepare documentation required to be submitted to DDW to accompany the operating permit application. Below is a table that identifies our understanding of the documents necessary to complete the permit application and their status:

#	Document	Status
1	Source Water Assessment (DWSAP)	Needs to be prepared
2	Certified CEQA Documentation	To be provided by City
3	Sanitary Hazards Plot Plan	Completed by AECOM in 2016. May need updating.
4	Horizontal Distances Table Form (from DDW)	Needs to be prepared
5	Waiver Request for Control Zone Minimum Separation	Needs to be prepared
6	Proof of Property Ownership for Well 16	To be provided by City
7	Copy of signed TUA from adjacent property owner	To be provided by City
8	Water quality test results	To be provided by the City. Hazen to provide direction for constituents requiring testing.
9	Operations, Maintenance, and Monitoring Plan (OMMP)	Needs to be prepared

#	Document	Status
10	Engineer's Report	To be determined if prepared by Tetra Tech
11	Final plans and specifications for well drilling, well equipping, and treatment plant	To be provided by City
12	NSF 61 certification for all major treatment components	To be provided by City
13	Verification of treatment plant classification and that certified operator is available	May have been prepared by Tetra Tech. Need to verify.

For preparation of the DWSAP, Hazen proposes to team with R.L. Slade & Associates (Slade). Slade will also provide technical information to contribute to the justification for obtaining a waiver from DDW for control zone minimum separation requirements.

The following table identifies the budget for each task that may be required, based on our understanding outlined above:

#	Scope	Budget
1	Prepare Source Water Assessment (DWSAP) . ^[1]	\$30,000
3	Verify accuracy / update Sanitary Hazards Plot Plan previously prepared by AECOM	\$2,000
4	Complete Horizontal Distances Table Form (from DDW)	\$1,000
5	Prepare Waiver Request for Control Zone Minimum Separation	\$4,000
8	Support water quality testing. Review water quality test results. ^[2]	\$2,500
9	Prepare Operations, Maintenance, and Monitoring Plan (OMMP)	\$30,000
10	Prepare Engineer's Report	\$25,000
11	Compile Final plans and specifications for well drilling, well equipping, and treatment plant with assistance from Bucknam & Associates	\$1,000
12	Track down and compile NSF 61 certification for all major treatment components	\$5,000
13	Perform Verification of treatment plant classification and verify certified operator is available	\$2,500
14	Meeting with DDW (2 presentation meetings budgeted)	\$6,000
15	Meetings and coordination with the City and their representatives, including overall compilation of documentation	\$10,000
16	Direct costs budget	\$1,000
	TOTAL ESTIMATED BUDGET:	\$120,000

[1] Separate proposal provided to the City for DWSAP Report preparation.

[2] Water quality testing to be collected and analyzed by a certified laboratory. Cost for water quality testing not included in this budget.



Hazen and Sawyer
7700 Irvine Center Drive, Suite 200
Irvine, CA 92618 • 949.557.8549

We appreciate the opportunity to be of assistance to the City to get Well 16 permitted by DDW. Should you have any questions, please do not hesitate to contact me at (714) 814-4909.

Sincerely,

A handwritten signature in black ink, appearing to read "Cindy", followed by a long, horizontal, slightly wavy line that extends to the right.

Cindy Miller, P.E.
Vice President and Irvine Operations Manager

Cc: Steve Bucknam, Bucknam & Associates
Eldon Davison, Bucknam & Associates
Nicole Blute, Hazen
Mary Hambel, Hazen
Anthony Hicke, R.L. Slade & Associates

AUGUST 16, 2022

MEMORANDUM OF UNDERSTANDING WITH THE LOS ANGELES
COUNTY PROBATION DEPARTMENT FOR THE YOUTH ACTIVITIES
LEAGUE

MOTION IN ORDER:

APPROVE AND AUTHORIZE THE CITY MANAGER TO EXECUTE THE MOU
WITH THE LOS ANGELES COUNTY PROBATION DEPARTMENT FOR THE
YOUTH ACTIVITIES LEAGUE.

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
Danny Elizarraras, Management Analyst

Date: August 16, 2022

Subject: MEMORANDUM OF UNDERSTANDING WITH THE LOS ANGELES COUNTY PROBATION DEPARTMENT FOR THE YOUTH ACTIVITIES LEAGUE

The City of Paramount is requesting approval for the Memorandum of Understanding (MOU) with the Los Angeles County Probation Department for the Juvenile Justice Crime Prevention Act (JJCPA) for the Los Angeles County Sheriff's Youth Activities League (YAL). The purpose of this MOU is to support the Youth Activities League in Paramount with funding provided by Probation through JJCPA funds as approved by the Los Angeles County Board of Supervisors.

BACKGROUND

The Youth Activities League is part of the Los Angeles County Sheriff's Youth Foundation and has been operating with great success at Spane Park for the past year. The program is currently at capacity with a waitlist of 40. Under the mentorship of a Deputy Sheriff, academic advisers, fitness coach, and a certified life coach, the YAL program is a positive alternative to gang membership and provides youth, ages 7-17, a safe and healthy environment during the most critical hours of the day, 3:00 p.m. to 7:00 p.m., when many parents are not yet home. The YAL program is led and managed by a dedicated Deputy Sheriff. Youth participants are provided guidance, life skills, martial arts, sports, academic enrichment activities, and youth leadership development skills. In addition to empowering its youth, the program also stresses the importance of pursuing a higher education and teaches life lessons aimed to help each individual lead an ethical and productive life. The program is offered at no cost, emphasizes education, promotes resiliency, and connects youth and their families with available resources. Funding provided by JJCPA will support civilian staff contractors; excursions that include college tours, recreational activities, performing arts, and museums; and equipment and supplies for the program.

DISCUSSION

Under the attached Memorandum of Understanding (MOU), the City will receive funds from the County Probation Department in an amount not to exceed \$185,009.00 for the YAL Program for the period of July 1, 2022, through June 30, 2023. The City agrees to all the provisions in the MOU, including the administrative and financial management of the fiscal provisions in accordance with the Budget shown as Attachment A of the MOU, in coordination with the Los Angeles County Sheriff's Deputy assigned as the YAL Program

Manager in Paramount throughout the City-County Agreement for Municipal Law Enforcement Services.

FISCAL IMPACT

All expenses for the Youth Activities League will be reimbursed to the City through the Country of Los Angeles grant.

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 City Manager to execute the MOU with the Los Angeles County Probation Department for the Youth Activities League.

**MEMORANDUM OF UNDERSTANDING
BETWEEN
COUNTY OF LOS ANGELES PROBATION DEPARTMENT
AND
CITY OF PARAMOUNT
FOR
THE JUVENILE JUSTICE CRIME PREVENTION ACT (JJCPA)
EXPANSION OF THE LOS ANGELES COUNTY SHERIFF'S
YOUTH ACTIVITIES LEAGUE**

This Memorandum of Understanding (MOU) is made into this _____ day of _____, 2022 between the County of Los Angeles Probation Department, hereinafter referred to as County and the City of Paramount, hereinafter referred to as City.

I. PURPOSE

The purpose of this MOU is to support the expansion of the Los Angeles County Sheriff's Youth Activities League (YAL), hereinafter referred to as YAL Program in in the City of Paramount with funding provided by County through JJCPA funds as approved by the Board of Supervisors.

Under the mentorship of a Sheriff's Deputy, the YAL Program in the City is a positive alternative to gang membership and provides children, ages 7 to 17, a safe haven. The heart of the YAL Program is a passionate belief that education is the most powerful tool youth can have to find success in their lives and avoid the gang culture.

The Program operates Monday through Thursday from 3:00 p.m. – 7:00 p.m., as well as special events on the weekends and overnight excursions during the summer. Children receive tutoring, help with homework assignments, and are exposed to a variety of enrichment activities, which vary day to day, and include:

- Life Skills Presentations & Workshops, including college tours
- Recreational Activities: basketball, soccer and martial arts
- Civic Participation, Community Service & Outreach
- Performing Arts
- Excursions: Youth Leadership Academy, Camp Courage, Life after High School, Beach trips, Camping

In many cases, the YAL Program serves as a "second home" for children in the community and a "town center" for their families.

II. TERM

The term of the MOU should commence upon the execution date through June 30, 2023. Any additional renewals commencing after July 1, 2023, will be subject to approval by County and City.

III. FUNDING

City shall receive funds from County in an amount not to exceed One Hundred Eighty-Five Thousand and Nine Dollars (\$185,009.00) for the YAL Program, as detailed in the Budget (Attachment A). Changes to the Budget require signed written approval by both parties.

IV. COUNTY RESPONSIBILITIES

County will provide JJCPA one-time funding and collaborate with City regarding data collection and reporting requirements.

V. CITY RESPONSIBILITIES

Subject to JJCPA funding, City agrees to all provisions in this MOU, including the administrative and financial management of the fiscal provisions in accordance with the Budget (Attachment A), in coordination with the Los Angeles County Sheriff's Deputy assigned as the YAL Program Manager in Paramount through the City-County Agreement for Municipal Law Enforcement Services.

The City shall fund two civilian positions to implement an after-school enrichment program. The YAL Program will operate daily, Monday through Thursday, from 3:00-7:00pm, as well as coordinate special events on the weekends and overnight excursions during the summer. Youth will receive tutoring and homework assistance from 3:00-4:30 pm via City Staff. Thereafter, the program will consist of enrichment activities until 7 pm to include:

- Life Skills Presentations & Workshops, including college tours
- Recreational Activities including group sports such basketball, soccer and martial arts
- Community Service & Outreach
- Performing Arts such as participating in the annual talent show with YAL programs across the County

Data Collection and Program Effectiveness Evaluation:

- Required JJCPA data collection shall include, minimally, the monthly submission of the following data on all youth served:
 - Program Start Date

- Program End Date
- Last Name
- First Name
- Date of Birth
- Ethnicity
- Gender
- Zip Code of Residence
- Sign-in sheets for applicable program event/sessions (indicating one-time event or on-going sessions)
- At the end of the funded Fiscal Year, status of each participant by applicable program activity:
 - Completed and date, if completed
 - Did not complete, date and reason
 - In progress
- Required additional data in order to adequately assess program effectiveness at reducing juvenile crime and delinquency
- For the last month of the Fiscal Year, submit data by July 15, 2023.
- The Agency shall identify a Program Manager who will serve as the point person for contracts with County (regarding operations, budget/budget modifications, fiscal and MOU).
- Required JJCPA data collection shall include the monthly submission of the following on all youth served; for the last month of the Fiscal Year, 2022-2023, the data will be due on the July 15, 2023; submit all data via email to: PROBJJCPAAdmin@probation.lacounty.gov

VI. CONFIDENTIALITY

County and City shall maintain the confidentiality of all records and information relating to juvenile participants under this MOU. This shall be in accordance with Welfare & Institutions Code (WIC) provisions, as well as all other applicable State and County laws, ordinances, regulations, and directives relating to confidentiality. County and City shall inform all their managers, supervisors, employees, and contractor providers providing services hereunder, of the confidentiality provision of this MOU.

In no case shall records or information pertaining to participants be disclosed to any person, except designated County and City employees without the written permission of a Probation Director, or other authorized representative.

VII. FISCAL PROVISIONS

County shall make payments to City for services rendered pursuant to this MOU. Such payment shall be made from the JJCPA funds and Board approved County funds. Payment terms are as follows:

- City shall submit Departmental invoices monthly that comply with Auditor-Controller guidelines. Expenditures must correspond to the approved budget. Changes to the budget require signed written approval of both parties.
- Departmental invoices with supporting documentation should be submitted by the 25th of the following service month to:

Norma Cruz-Lawler
Budget & Fiscal Services
Probation Department
9150 East Imperial Highway, Room, P-73
Downey, CA 90242
Phone: (562) 940-2680
Fax: (562) 940-2459
E-mail: Norma.Cruz@probation.lacounty.gov

- Supporting documentation shall include salary and employee benefit expenditures by item, site, and shift. Training and operating expenses are to be identified by site.
- If an audit of the program covered in this MOU identifies and disallows ineligible costs, City shall reimburse County the amount of the over-payment.
- The City shall email estimated Fiscal Year (FY) 2022-2023 expenditures for each month to the following: PROBJJCPAAdmin@probation.lacounty.gov

VIII. LIABILITY

Each of the parties to this MOU is a public entity. In contemplation of the provisions of Section 895.2 of the Government Code of the State of California imposing certain tort liability jointly upon public entities, solely by reason of such entities being parties to an agreement is defined by Section 895 of said Code, the parties hereto, as between themselves, pursuant to the authorization contained in Section 895.4 and 895.6 of said Code, will each assume the full liability imposed upon it or upon any of its officers, agents, or employees by law, for injury caused by a negligent or wrongful act or omission occurring in the performance of this MOU, to the same extent that such liability would be imposed in the absence of Section 895.2 of said Code. To achieve the above-stated purpose, each party indemnifies and holds harmless the other party solely by virtue of said Section 895.2. The provision of Section 2778 of the California Civil Code is made a part hereto as if fully set forth herein. Sheriff and County certifies that it has adequate self-insured retention of funds to meet any obligation arising from this MOU.

IX. BACKGROUND AND SECURITY INVESTIGATIONS

The City shall be responsible for ongoing implementation and monitoring of the following Paragraphs IX. 1 through IX. 7 listed below. The City shall promptly report, in writing, any issues of compliance with this section.

1. No personnel employed by the City for the program having access to County information or records shall have a criminal conviction record or pending criminal trial unless such information has been fully disclosed and employment of the employee for this program is approved in writing by County.
2. County reserves the right to conduct a background investigation of the City's prospective employees prior to employment or assignment to duties under this MOU and further reserves the right to conduct a background investigation of the City's employees at any time and to bar such employees from working on the MOU under appropriate circumstances.
3. County reserves the right to preclude the City from employment or continued employment of any individual services under this MOU at County's sole discretion.
4. No personnel employed by the City for this project shall be on active probation or parole currently or within the last three (3) years.
5. The City and its employees shall be under a continuing obligation to disclose any prior or subsequent criminal conviction record or any pending criminal trial to the County.
6. The City shall submit the names of employees to the Program Manager prior to the employee starting work on this MOU. County will schedule appointments to conduct background investigation/record checks based on fingerprints of the City's employees and further reserves the right to conduct a background investigation of the City's employees at any time. **The City's employees shall not begin work on this MOU before receiving written notification of clearance from the County.**
7. Because County is charged by the State for checking the criminal records of the City's employees, County will bill the City to recover these expenses. The current amount is forty-nine dollars (\$49.00) per record check which is subject to change by the State.

X. SUSPENSION

Either party may suspend all or part of the project operation for failure by the other to comply with the terms and conditions of this MOU by giving written, which shall be effective upon receipt.

- Said notice shall set forth the specific conditions of non-compliance and shall provide a reasonable period for corrective action.

XI. AMENDMENTS

This MOU may only be amended by mutual written consent of both parties. Neither verbal agreements nor conversation by any officers, employees and/or representatives of either party shall affect or modify any of the terms and conditions of this MOU.

Any change to the terms of this MOU, including those affecting the responsibilities of the parties and/or the rate and/or method of compensation shall be incorporated into this MOU by a written amendment that is properly executed.

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IN WITNESS WHEREOF, County of Los Angeles and City have caused this MOU to be executed on their behalf by their authorized representatives, the day, month and year first above written. The person signing on behalf of the City warrants he or she is authorized to bind the City, and attest under penalty of perjury to the truth and authenticity of representations made and documents submitted and incorporated as part of this MOU.

COUNTY OF LOS ANGELES**CITY OF PARAMOUNT**

By _____
ADOLFO GONZALES
CHIEF PROBATION OFFICER

By _____
JOHN MORENO
City Manager

Date: _____

Date: _____

APPROVED AS TO FORM:

DAWYN HARRISON
ACTING COUNTY COUNSEL

By Jason C. Carnevale
JASON C. CARNEVALE
DEPUTY COUNTY COUNSEL

Date: _____

BUDGET**Probation Funding: JJCPA****I. YAL PROGRAM EXPENDITURES****A. PERSONNEL COSTS (Direct Cost) \$83,980.00**

Civilian Positions (3-4):

Fitness Coach, Program Lead, and Tutor/Academic Advisor

B. OPERATING COSTS (Indirect Cost) \$101,029.00

1. Excursions \$40,000

Local Universities and Colleges Trips, Camping Trips, Camp Courage, Museums, Amusement Parks, Professional Sports Games and Local Beaches.

2. Professional Services \$17,248.65

Life Coach, Dance Instructor, Music Instructor, Motivational Speaker, etc.

3. Equipment and Supplies \$16,029.00

Office supplies, A/V supplies, electronics, markers, pens, pencils, stationary, small furniture, paint, poster boards, equipment for participants for professional services, etc.

4. Administrative Cost \$27,751.35

Not to exceed budgeted amount.

TOTAL APPROVED BUDGET \$185,009.00

CONTACTS: YAL Program Manager, Steve Ferreira, sferrei@lasd.org, (323) 216-7918 or Public Safety Director, Margarita Matson, mmatson@paramountcity.com, (562) 220-2002.

***Amounts may be adjusted to match funds awarded by JJCPA.**

AUGUST 16, 2022

PROPOSED FINANCIAL SUPPORT LEVELS FOR THE YOUTH SPORTS
AND ARTS SCHOLARSHIP PROGRAM

MOTION IN ORDER:

APPROVE OR MODIFY THE PROPOSED REVISIONS TO THE
FINANCIAL SUPPORT LEVELS FOR THE YOUTH SPORTS AND ARTS
SCHOLARSHIP 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: David Johnson, Community Services Director

Date: August 16, 2022

Subject: PROPOSED FINANCIAL SUPPORT LEVELS FOR THE YOUTH SPORTS AND ARTS SCHOLARSHIP PROGRAM

BACKGROUND

At the July 12, 2022 City Council meeting, the City Council approved the addition of youth arts programs to the existing youth sports scholarship program. At that meeting, the City Council requested that staff return with an updated plan to identify improved financial support for residents with insufficient income that creates a barrier to participation.

Original Proposed Income Thresholds for Financial Support

The original proposed income levels presented to the City Council on July 12th are based on U.S. Department of Housing and Urban Development (HUD) federal poverty guidelines (2022). Individuals/families must be within the following established thresholds of income to be eligible to receive a specific percentage of financial assistance under the City's scholarship program for youth sports and arts programs.

Family Size	2 Persons	3 Persons	4 Persons	5 Persons	6 Persons	7 Persons	8 Persons +	% of Support
Extremely Low Income Limits	\$28,600	\$32,200	\$35,750	\$38,650	\$41,500	\$44,350	\$47,200	50%
Very Low Income Limits	\$47,650	\$53,600	\$59,550	\$64,300	\$69,100	\$73,850	\$78,650	40%
Low Income Limits	\$76,250	\$85,800	\$95,300	\$102,950	\$110,550	\$118,200	\$125,800	30%

Proposed Income Thresholds for Financial Support

Staff reviewed California's Department of Housing and Community Development (HCD) guidelines for income eligibility for state and federal assistance programs and noted that California HCD added an "Acute Low Income" category. This category is set by HCD whereas the other income levels are established by HUD. The "Acute Low Income"

category was created by AB 1043 in 2021. We have added this category to our financial threshold chart and increased the percentages available for each income category.

The income shown on these charts are employment income and do not reflect any income from state or federal assistance programs. Families qualifying under the “Acutely Low Income” level would be automatically provided a scholarship that covers 100% of the child’s cost to participate in a youth sports league or arts program in the City. Each subsequent income level would receive a scholarship of 80%, 70%, and 60%, respectively.

Family Size	2 Persons	3 Persons	4 Persons	5 Persons	6 Persons	7 Persons	8 + Persons	% of Support
Acutely Low Income Limits	\$10,900	\$12,300	\$13,650	\$14,750	\$15,850	\$16,950	\$18,000	100%
Extremely Low Income Limits	\$28,600	\$32,200	\$35,750	\$38,650	\$41,500	\$44,350	\$47,200	80%
Very Low Income Limits	\$47,650	\$53,600	\$59,550	\$64,300	\$69,100	\$73,850	\$78,650	70%
Low Income Limits	\$76,250	\$85,800	\$95,300	\$102,950	\$110,550	\$118,200	\$125,800	60%

In addition to these income qualifications, applications received by Community Services staff can be reviewed by the Community Services Director at the request of an applicant that identifies additional family hardships which are not reflected in the income threshold levels. This further review by the Community Services Director could result in additional financial assistance provided by the City.

Youth Sports vs. Arts Fees

Our youth sports leagues charge a one-time league registration fee that provides them a uniform, player insurance coverage, and practice and game participation for their recreation season. Below is a chart for each youth league that identifies their last recreation season league fees and the amount a qualifying family would pay under each of the proposed income thresholds.

League	Reg. Fee	100% Scholarship	80% Scholarship	70% Scholarship	60% Scholarship
PJAA					
3-6 y/o	\$150	\$0	\$30	\$45	\$60
7-14 y/o	\$160	\$0	\$32	\$48	\$64
PYSO	\$150	\$0	\$30	\$45	\$60

WCR					
Football	\$400		\$80	\$120	\$160
Cheer	\$600	\$0	\$120	\$180	\$240

Again, these are one-time costs that are paid per season. Each season is comprised of roughly three to four months.

Additionally, below is a chart for the current eligible art programs offered through the City and what their monthly costs are and what the monthly cost would be to a qualifying family under each of the proposed income thresholds.

Art Program	Monthly Fee	100% Scholarship	80% Scholarship	70% Scholarship	60% Scholarship
Mariachi					
Beginner	\$165	\$0	\$33	\$50	\$66
Advanced	\$200		\$40	\$60	\$80
Folklorico					
Latin Dance	\$44	\$0	\$9	\$13	\$18
Hip Hop					
Acting/Dance Class	\$50	\$0	\$10	\$15	\$20
Kiddie Tap/Ballet Class	\$40	\$0	\$8	\$12	\$16

It should be noted that, contrary to youth sports fees, fees for arts programs are charged on a monthly basis.

FISCAL IMPACT

As part of the approved Fiscal Year 2022-23 budget, the City Council approved the allocation of \$30,000 to the Youth Sports Scholarship Program. At this time, staff is not requesting an additional budget allocation for the Arts Scholarship Program. The allocated \$30,000 will support both youth sports and youth arts programs under the newly formed Youth Sports and Arts Scholarship Program. Therefore, there is no fiscal impact resulting in the creation of the Arts Scholarship 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. 2: Community Health.

RECOMMENDED ACTION

It is recommended that the City Council approve or modify the proposed revisions to the financial support levels for the Youth Sports and Arts Scholarship Program.

AUGUST 16, 2022

AMENDED AGREEMENT WITH YMCA FOR USE OF CITY FACILITIES
FOR YOUTH PROGRAMMING TO INCLUDE A SWIM TEAM PROGRAM

MOTION IN ORDER:

APPROVE AMENDED AGREEMENT WITH YMCA FOR USE OF CITY
FACILITIES FOR YOUTH PROGRAMMING TO INCLUDE A SWIM TEAM
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: David Johnson, Community Services Director

Date: August 16, 2022

Subject: AMENDED AGREEMENT WITH YMCA FOR USE OF CITY FACILITIES FOR YOUTH PROGRAMMING TO INCLUDE A SWIM TEAM PROGRAM

BACKGROUND

On January 8, 2019, the City Council approved the current comprehensive agreement with the Los Cerritos YMCA that provides them use of City facilities to conduct sports programming, swim lessons, and recreation swim. The YMCA has offered a variety of youth sports using the Paramount Gymnasium, adjacent futsal courts and Paramount Park Pool for year-round swim lessons and summer recreation swim. This agreement provides for expansion and growth in additional YMCA services as necessary and agreed upon.

The City currently has a FY 2022-23 budget allocation of \$10,000 to support YMCA youth sports programming and an \$80,500 allocation to support swim lessons and recreational swim at Paramount Pool.

PROPOSED AMENDMENT

Prior to 2013, the City operated a staff-run swim team program called the Streamliners. After 2013, the City terminated the City program and allowed private swim clubs to lease Paramount Pool for practice and competitions. As of 2020, there was only one private swim club that used the pool. Since the outset of COVID-19, and with the forced closure of swim programs during the pandemic, the City has not allowed any private swim clubs to operate at Paramount Pool. With the return of normal swim operations and the renovation of Paramount Pool, staff is proposing a return to a City-based swim team program. Staff is recommending that this program, like our swim lessons and recreational swim programs, be placed under the umbrella of the Los Cerritos YMCA aquatics programming. If approved, the YMCA would be able to offer a swim team program starting in the Fall of 2022 at Paramount Pool. Staff will work with the private swim club to identify participants that would like to remain swimming competitively in Paramount and assist with transitioning them into the YMCA Swim Team.

The Los Cerritos YMCA swim team program would include weekly use of Paramount Park Pool for swim practice throughout the year. It would also allow participating Paramount youth to participate in USA Swimming competitions as well as local competitions among

other YMCA program sites with swim teams. Currently, the Los Cerritos YMCA does not operate a swim team. However, the YMCAs of Lakewood, Fairfield, and Los Altos do have swim team programs.

FISCAL IMPACT

As the cost to participate in this program is borne by the participant, staff is not requesting an additional budget allocation to support this YMCA program; however the current Youth Sports and Arts Scholarship Program will be applied to support any qualifying Paramount families that require financial assistance to participate. Paramount families that qualify are also eligible for scholarship assistance through the YMCA's financial assistance program. Therefore, staff projects that there will be very little to no fiscal impact resulting in this proposed amendment to the agreement with the YMCA.

VISION, MISSION, VALUES AND STRATEGIC OUTCOMES

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

RECOMMENDED ACTION

It is recommended that the City Council approve the amended agreement with the YMCA for use of City Facilities for Youth Programming to include a swim team program.

**AMENDED AGREEMENT BY AND BETWEEN THE
CITY OF PARAMOUNT AND THE YOUNG MEN'S CHRISTIAN ASSOCIATION OF
GREATER LONG BEACH (YMCA) TO PROVIDE USE OF CITY FACILITIES TO
OPERATE VARIOUS YOUTH PROGRAMS AS APPROVED BY THE PARAMOUNT
CITY COUNCIL**

THIS AMENDED AGREEMENT is made and entered into this 16th day of August, 2022, by and between the City of Paramount, hereinafter referred to as the "CITY," and the Young Men's Christian Association of Greater Long Beach, a California non-profit corporation, 15530 Woodruff Ave., Bellflower, CA 90706, hereinafter referred to as "YMCA". Both CITY and YMCA may collectively be referred to herein as ("the parties").

RECITALS

PURPOSE. The purpose of this Agreement is to provide for the use of CITY facilities by the YMCA for the operation of mutually agreed upon youth programs ("Programs"). This Agreement is made and entered into with respect to the following facts:

- (a) CITY is the owner of certain real property ("Property 1") which is located in the City of Paramount at 14400 Paramount Blvd. and which contains the Paramount Park Gymnasium, outdoor futsal courts, outdoor basketball courts, and pool; and
- (b) CITY also is the owner of certain real property ("Property 2") which is located in the City of Paramount as 15500 Downey Ave. and which contains the Progress Plaza East building; and
- (c) CITY also has access to various gymnasiums per a Joint Use Agreement with the Paramount Unified School District in which CITY is able to conduct CITY sponsored sports programs ("Property 3"); and
- (d) YMCA has experience and expertise with a wide variety of youth programs, including basketball programs, swim lessons, recreation swim, competitive youth swim teams, and after school care; and
- (e) The parties have agreed to work together using City facilities and YMCA expertise to provide a variety of youth sports programs for the community.
- (f) This Agreement amends the January 8, 2019 Agreement that the following Programs organized by the YMCA shall operate at the following facilities: a youth basketball program at the Paramount Park Gymnasium, Paramount Park outdoor basketball courts, and the Paramount High School West Gymnasium; other youth sports programs as may be useful and supportive to the community using the Paramount Park Gymnasium,

outdoor basketball courts and outdoor futsal courts; youth swim lesson, recreation swim programs, and a competitive youth swim team at Paramount Park Pool; and an after school care program at the Mariposa Center is to their mutual benefit and is in the best interests of the residents of the CITY; and

- (g) The City Council has determined that the public interest, convenience and necessity require the execution of this Amended Agreement and on the terms and conditions set out herein.

I. CITY'S OBLIGATIONS

- A. CITY at its sole cost shall make available to YMCA for the purpose of conducting the Program, that portion of Paramount Park Gymnasium and outdoor basketball courts, the Paramount High School West Gymnasium authorized by the Joint Use Agreement between the City and the Paramount Unified School District, the outdoor futsal courts at Paramount Park, Paramount Park Pool, and the Mariposa Center as reasonably necessary to accommodate the Program and the administration thereof (the "Facilities").
- B. CITY shall, during the term of this Agreement, at its sole cost maintain these Facilities in good condition for such usage, and shall provide all utilities and other facility supplies necessary for said usage; provided, however, that CITY'S obligations for any maintenance of the Paramount High School West Gymnasium are limited to its obligations contained in that Joint Use Agreement with the Paramount Unified School District.
- C. City shall determine and provide the scheduling for the Programs in consultation and agreement with the YMCA.

II. YMCA'S OBLIGATIONS

- A. SERVICES. YMCA shall supply all necessary services and personnel in order to conduct its youth basketball program, other youth sports programs, youth swim lessons, recreation swim, competitive youth swim team and after school care (collectively, the "Program") as contemplated pursuant to this Agreement, during the term of this Agreement. YMCA shall provide for a qualified Program coordinator who shall supervise the Program and shall have overall responsibility for the operations of the Program, including the employment, training and supervision of staff qualified and sufficient to safely operate the Program. All YMCA staff must be trained and certified in the safety courses listed below:

- American Red Cross CPR
- American Red Cross Title 22 First Aid

YMCA shall be responsible for all administration relating to the conduct of the Program, including, but not limited to, registration of classes included in the Program, organization and implementation of the Program, and the promotion of the Program to members of the public within the CITY (collectively "Services").

- B. USE OF THE FACILITIES. YMCA shall be entitled to the use of that portion of Paramount Park Gymnasium and outdoor basketball courts, outdoor futsal courts, the Paramount High School West Gymnasium, Paramount Park Pool, and Progress Plaza East as described in Section II.C & II.D, hereinabove, and which the CITY'S Community Services Director deems reasonably necessary for the purpose of conducting the Program. The parties shall mutually agree on the days and hours during which the Program will be provided.
- C. COMPENSATION. YMCA shall be entitled to charge participants in the Program reasonable fees for registration and participation therein. Said fees shall be mutually agreed upon in advance by the by both the CITY and the YMCA. The YMCA shall be entitled, as compensation for its Services hereunder, to retain the fees charged to participants of the Program
- D. FACILITY DAMAGE. Any damage to the Facilities under this Agreement caused by YMCA or any of its agents or employees whether through acts of negligence, omissions to act where a duty to act exists, or by intentional conduct shall be the sole responsibility of the YMCA. YMCA acknowledges and hereby agrees it shall reimburse CITY for any and all work or repairs required to be done to correct any such damages to the Facilities within thirty (30) days upon receipt of invoice from CITY for such costs.

III. INSURANCE

YMCA, at its sole cost and expense, for the entire term of this Agreement, shall obtain and maintain at minimum all of the following insurance coverage:

- A. Types of Insurance and Minimum Limits. The coverage may be satisfied by any combination of specific liability and excess liability policies.
 - (1) Workers' Compensation and Employee Liability Insurance in conformance with the laws of the State of California for the statutory limits with a waiver of subrogation in favor of the City.
 - (2) Vehicle insurance, including owned, non-owned (e.g. used by YMCA's employees in the course and scope of employment), in the minimum amount of One Million Dollars (\$1,000,000.00) combined single limit per accident for bodily injury and property damage.

- (3) Comprehensive or Commercial General Liability Insurance coverage which shall include, but not limited to, coverage for premises operation, explosion and collapse hazard, underground hazards, contractual insurance, broad form property damage, independent contractors, and personal injury liability. The limit of such insurance shall be at least Two Million Dollars (\$2,000,000.00) combined single limit liability for personal injury and property damage.
- B. The CITY and its officers and employees shall be named as additional insured by endorsement to all liability coverage (at no cost to the CITY).
- C. Prior to providing any services under the Agreement, YMCA shall furnish proof to the CITY that satisfactory policies of insurance and endorsements described above are in place. All insurance policies shall be issued by an insurance company currently authorized by the Insurance Commissioner to transact business of insurance in or which is on the List of Approved Surplus Line Insurers in the State of California, with an assigned policyholders' Rating of A- (or higher) and Financial Size Category Class VII (or larger) in accordance with the latest edition of Best's Key Rating Guide, unless otherwise approved by the CITY'S Risk Manager.
- D. All insurance policies shall provide that in the event of material change, reduction, cancellation, or non-renewal by the insurance carrier for any reason, not less than thirty (30) calendar days' notice will be given to the CITY by registered mail of one (1) copy of a written notice of such intent to cancel or not to renew the coverage. An authorized agent of such insurance carrier shall provide to the CITY, on such schedule as is reasonably requested by the CITY, a certification that all insurance premiums have been paid and all coverage is in force. If for any reason, YMCA fails to obtain or keep such insurance in force, the CITY may, but shall not be required to, obtain such insurance, in which event YMCA shall promptly reimburse the CITY'S premium cost therefor plus one and one-half percent (1 ½%) monthly interest thereon until paid.
- E. Requirements of specific coverage features or limits contained in this Section are not intended as a limitation on coverage, limits or other requirements, or a waiver of any coverage normally provided by any insurance. Specific reference to a given coverage feature is for purposes of clarification only as it pertains to a given issue and is not intended by any party or insured to be all inclusive, or to the exclusion of other coverage, or a waiver of any type. If the YMCA maintains higher limits than the minimums shown above, the CITY requires and shall be entitled to coverage for the higher limits maintained by the YMCA. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to the CITY.

IV. TERMS AND CONDITIONS

- A. TERM. This Agreement shall commence on the 16th day of August, 2022, and shall continue until such time that either party gives written notice of termination.
- B. TERMINATION. Either party hereto may at any time during the operation of this Agreement, terminate this Agreement in writing upon One Hundred and Twenty (120) days prior written notice to the other party. Termination pursuant to such a notice shall be effective on the One Hundred and Twenty First (121st) calendar day following the giving of such notice.

Upon termination of this Agreement as provided for herein, YMCA shall vacate Paramount Park Gymnasium, the outdoor basketball courts at Paramount Park, any gymnasiums authorized under the Joint Use Agreement between the City and Paramount Unified School District, the outdoor futsal courts at Paramount Park, the Paramount Park Pool, and the Mariposa Center as of the effective date of such termination. YMCA shall leave the Properties in the condition in which they found them, reasonable wear and tear excepted.

- C. INDEMNIFICATION. To the fullest extent of the law, the YMCA shall indemnify, defend, and hold harmless CITY, its officers, employees, and agents from any and all losses, costs, expenses, claims, liabilities, actions, or damages, including liability for injuries to any person, including death or damage to property arising at any time during and/or arising out of or in any way connected with the YMCA's use or occupancy of the Properties and adjoining property, unless solely caused by the gross negligence or willful misconduct of the CITY, its officers, employees, or agents.

CITY does hereby agree to defend, indemnify and hold free and harmless, YMCA, its officers, employees and agents from and against any claim made by third party, including claims, demands, or judgments (collectively "Claims") which arises out of the performance by CITY of its obligations pursuant to this Agreement, including, but not limited to, a failure to act by CITY where a duty to act exists, unless solely caused by the gross negligence or willful misconduct of the YMCA, its officers, employees or agents.

- D. INDEPENDENT CONTRACTOR. YMCA shall be deemed, for all purposes, to be an independent contractor and shall not be considered an employee of the CITY or under CITY supervision or control and shall not be authorized to bind CITY in any way. This Agreement is by and between the YMCA and the CITY, and is not intended, and shall not be construed to create the relationship of agent, servant, employee, partnership, joint venture, or associate, between the CITY and the YMCA.
- E. SUCCESSOR AND ASSIGNMENT. The services as contained herein are to be rendered by the YMCA whose name is as appears first above written and YMCA

shall not assign or transfer any interest in this Agreement without prior written consent of the CITY.

- F. NOTICES. Whenever notices are required to be given pursuant to the provisions of this Agreement, the same shall be in written form and shall be served upon the party to whom addressed by personal service as required in judicial proceedings, or by deposit of the same in the custody of the United States Postal Service or its lawful successor in interest, postage prepaid, addressed to the Parties as follows:

City: City Manager
City of Paramount
16400 S. Colorado Avenue
Paramount, CA 90723

YMCA: Executive Director
Los Cerritos YMCA
15530 S. Woodruff Avenue
Bellflower, CA 90706

Notices shall be deemed, for all purposes, to have been given on the date of personal service or three (3) consecutive calendar days following the deposit of the same in the United States mail.

- G. 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 the Agreement.
- H. INTERPRETATION. No provision of this Agreement is to be interpreted for or against either party because that party's legal representative drafted such provision, but this Agreement is to be construed as if it were drafted by both parties hereto.
- I. MODIFICATION/ENTIRE AGREEMENT. This Agreement shall not be modified except by written agreement of both parties. No waiver of any term or conditions of this Agreement shall be a continuing waiver thereof. This Amended Agreement constitutes the entire agreement between the parties and supersedes any and all other agreements, whether written or oral.

CITY OF PARAMOUNT

YMCA

By: _____
John Moreno, City Manager

By: _____
Alfredo Velasco, President/CEO
YMCA of Greater Long Beach

Attest:

Heidi Luce, City Clerk

APPROVED AS TO FORM

John E. Cavanaugh, City Attorney

AUGUST 16, 2022

AMENDMENT TO DISBURSEMENT OF THE CITY'S ALLOCATION OF
CMFA BOND ISSUANCE FEES

MOTION IN ORDER:

IT IS RECOMMENDED THAT THE CITY COUNCIL 1) APPROPRIATE \$25,000 FROM THE CMFA BOND ISSUANCE FEES IN THE GENERAL FUND FOR THE CITY OF PARAMOUNT YOUTH COLORING BOOK AND THE END OF SUMMER EVENT, AND 2) APPROPRIATE \$25,000 FROM THE AVAILABLE AB939 WASTE REDUCTION FUND FOR THE BIG BELLY RECYCLING TRASH CANS PROJECT (CIP 9296).

MOTION:

MOVED BY: _____

SECONDED BY: _____

[] APPROVED

[] DENIED

ROLL CALL VOTE:

AYES: _____

NOES: _____

ABSENT: _____

ABSTAIN: _____



To: Honorable City Council

From: John Moreno, City Manager

By: David Johnson, Community Services Director

Date: August 16, 2022

Subject: AMENDMENT TO DISBURSEMENT OF THE CITY'S ALLOCATION OF CMFA BOND ISSUANCE FEES

BACKGROUND

At the May 3, 2022 City Council meeting, the City Council approved the disbursement of the City of Paramount's allocation of CMFA bond issuance fees. The City's CMFA funds were approved to be disbursed as follows: to various community organizations; to purchase art supplies and gift cards to support the Paramount Arts in the Community; and to purchase Big Belly Recycling Trash Cans (CIP 9296). However, due to severe shipping delays, the Big Belly Recycling Trash Cans were not able to be purchased in Fiscal Year 2021-22. As such, staff is requesting that the \$25,000 of the City's CMFA funds be appropriated to purchase City coloring books and to fund the proposed End of Summer event. Staff is also requesting City Council appropriate \$25,000 from the City's AB939 Waste Reduction fund to purchase Big Belly Recycling Trash Cans.

DISCUSSION

Paramount Coloring Book

As part of our on-going efforts to encourage art participation and youth engagement, staff identified various City landmarks or event images that could form the content of a coloring book for young residents. In addition to encouraging artistic creativity, the coloring book provides our young residents with a sense of community pride in local landmarks and activities.

The proposed images that would appear in the coloring book will be designed as outlined images that can be colored-in by our young artists. The proposed images that would be designed and included in the coloring book are:

- Historic Hay Tree/Heritage Mascot Petunia
- Paramount Pool
- Orange Ave. Splash Pad
- Dills Park Nature Trail
- Historical Street Image of Paramount

- Bianchi Theater/Drive-In
- Horse Stables
- Summer Concert
- City Hall/Civic Center
- Santa Train
- Iceland/Zamboni Ice Machine
- Welcome Wall Fountain
- Holiday Tree Lighting
- Select Art Pieces from the Community
- Image from the Veteran's Celebration
- Image from Halloween Carnival

These 16 images would form 8 pages of a coloring book with a front and back cover. The cost for the image and cover design would be \$2,500 and the printing costs range based on the number of book copies desired. Staff is proposing an initial purchase of 5,000 copies at a cost of \$4,500 (with tax and delivery). The total cost for design and printing of 5,000 copies would be approximately \$7,000. Staff will also purchase crayons to accompany the coloring books. The cost will not exceed \$6,000.

Proposed End of Summer Event

The proposed "Splash Bash" event is slated to be a fun and inclusive event to celebrate the end of summer. The event would have similar elements that were featured at the pool grand re-opening, but will also include outdoor game components, allowing participants to move from the water to the outdoor activities at the park. The event will take place from 12:00 p.m. to 3:00 p.m. on Saturday, September 3, 2022. The event will be at the same time as the YMCA Recreation Swim at the Paramount Park Pool, which will be free to all participants as part of a grant provided by Supervisor Janice Hahn's Office. This family-friendly event will include a DJ, food for purchase, a free ice cream cone for participants, lawn games, raffle prizes, water games, and the same mermaids that were present at the grand re-opening. Staff is estimating the total event expenditures will not exceed \$12,000.

FISCAL IMPACT

The cost of the City of Paramount Youth Coloring Book and the End of Summer event, totaling approximately \$25,000, will be funded by the unused CMFA bond issuance fees that was originally allocated for the Big Belly Recycling Trash Cans project (CIP 9296). The Big Belly Recycling Trash Cans project will be instead funded by the available AB939 Waste Reduction fund. Both of these adjustments will be reflected in the FY 2022-23 mid-year budget.

VISION, MISSION, VALUES, AND STRATEGIC OUTCOMES

The City's Vision, Mission, and Values set the standard for the organization; establish priorities, uniformity and guidelines; and provide the framework for policy decision

making. The Strategic Outcomes were implemented to provide a pathway to achieving the City's Vision. This item aligns with Strategic Outcome No. 2: Community Health.

RECOMMENDED ACTION

It is recommended that the City Council 1) appropriate \$25,000 from the CMFA bond issuance fees in the General Fund for the City of Paramount Youth Coloring Book and the End of Summer event, and 2) appropriate \$25,000 from the available AB939 Waste Reduction fund for the Big Belly Recycling Trash Cans project (CIP 9296).