



PUBLIC PARTICIPATION NOTICE

Public Participation Accessibility for the City Council and Successor Agency for the Paramount Redevelopment Agency meetings scheduled for **September 6, 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, September 6, 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.

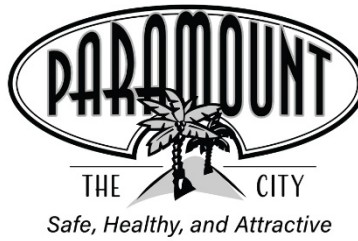
- **Teleconference: (562) 220-2225**

Participants wishing to address the City Council by teleconference should call City Hall at **(562) 220-2225** by **5:45 p.m. on Tuesday, September 6, 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
September 6, 2022



Regular Meeting
City Hall Council Chamber
6:00 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
PLEDGE OF ALLEGIANCE:	Andrea Ríos Latinas Art Foundation
INVOCATION:	Deacon Ezequiel Martinez Our Lady of the Rosary
ROLL CALL OF COUNCILMEMBERS:	Councilmember Annette C. Delgadillo Councilmember Peggy Lemons Councilmember Brenda Olmos Vice Mayor Isabel Aguayo Mayor Vilma Cuellar Stallings

PRESENTATIONS

- | | | |
|----|--|---|
| 1. | <u>PRESENTATION</u> | Mayor's Award of Excellence |
| 2. | <u>PROCLAMATION</u> | National Hispanic Heritage Month |
| 3. | <u>PROCLAMATION</u> | National Preparedness Month |
| 4. | <u>CERTIFICATES OF RECOGNITION</u> | Summer Concert Sponsors and Back-to-School Event Sponsors |

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.

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| 5. | <u>APPROVAL OF MINUTES</u> | August 2 and August 16, 2022 |
| 6. | <u>APPROVAL</u> | Register of Demands |
| 7. | <u>RESOLUTION NO. 22:043</u> | Approving the Assignment and Assumption Agreement Between Paramount Pipeline, LLC and Air Products and Chemicals, Inc. |
| 8. | <u>APPROVAL</u> | Amendment No. 1 to the Agreement with Los Angeles County Flood Control District for Catch Basin Trash Excluder Maintenance |
| 9. | <u>ACCEPTANCE OF WORK</u> | Paramount Pool Replaster and Deck Repairs (City Project No. 9051) |

NEW BUSINESS

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| 10. | <u>PUBLIC HEARING ORDINANCE NO. 1163 (Introduction)</u> | Approving Zoning Ordinance Text Amendment No. 27, Establishing Density Bonus Regulations for Affordable Housing Projects Citywide |
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- | | | |
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| 11. | <u>RESOLUTION NO. 22:044</u> | Approving a request by Panataratt Kate Tirathananon/Cate's Corner for a City Council Permit for live entertainment (karaoke) at 8400 Alondra Boulevard in the C-3 (General Commercial) zone |
| 12. | <u>APPROVAL</u> | Service Agreement with Greenfield Landscaping & Maintenance, Inc. for Temporary Emergency Landscape Maintenance Services |
| 13. | <u>ORDINANCE NO. 1165 (Introduction)</u> | Amending Section 2.04.010 of the Paramount Municipal Code Relating to City Council Meetings |
| 14. | <u>APPROVAL</u> | Community Development Block Grant (CDBG) Program Subrecipient Contract with Family Promise of South Bay for Fiscal Year 2022-2023 |
| 15. | <u>RECEIVE AND FILE</u> | Development Activity Update |
| 16. | <u>APPROVAL</u> | Professional Service Agreement with GoGo Technologies, Inc. for the Provision of Ride Share Services for the City's Senior Transit Program |
| 17. | <u>APPROVAL</u> | Los Angeles County Regional Park and Open Space District (RPOSD) Measure A Technical Assistance Program Master Agreement |
| 18. | <u>RESOLUTION NO. 22:045</u> | Establishing a Division of Community Preservation in the Public Safety Department and Amending the Authorized Position Listing for Full-Time Employees |

ENVIRONMENTAL SUSTAINABILITY NEW BUSINESS

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| 19. | <u>ORDINANCE NO. 1164 (Introduction)</u> | Adding Chapter 15.06 (Electric Vehicle Charging Station Requirements and Review Process) to Title 15 (Buildings and Construction) the Paramount Municipal Code |
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20. [APPROVAL](#)

Authorization to Purchase Electric Vehicle
Charging Stations for Charge Ready
Program

COMMENTS/COMMITTEE REPORTS

- Councilmembers
- Staff

CLOSED SESSION

None.

ADJOURNMENT

To a meeting on September 20, 2022 at 5:00 p.m.

SEPTEMBER 6, 2022

PRESENTATION

MAYOR'S AWARD OF EXCELLENCE

SEPTEMBER 6, 2022

PROCLAMATION

NATIONAL HISPANIC HERITAGE MONTH

SEPTEMBER 6, 2022

PROCLAMATION

NATIONAL PREPAREDNESS MONTH

SEPTEMBER 6, 2022

CERTIFICATES OF RECOGNITION

SUMMER CONCERT SPONSORS AND BACK-TO-SCHOOL EVENT SPONSORS

SUMMER CONCERT SPONSORS

- LOS ANGELES COUNTY SUPERVISOR JANICE HAHN
- ASSEMBLY SPEAKER ANTHONY RENDON
- WORLD ENERGY
- DOWNEY FEDERAL CREDIT UNION

BACK-TO-SCHOOL EVENT SPONSORS

- LOS ANGELES COUNTY SUPERVISOR JANICE HAHN
- BIMBO BAKERIES
- FLUOR
- AIR PRODUCTS
- TRIPEPI SMITH
- THE SAUCE CREATIVE SERVICES
- INK HEAD
- WORLD ENERGY
- DOWNEY FEDERAL CREDIT UNION
- CINDY'S JUMPERS
- ALICIA ANDERSON
- DENYCE HERNANDEZ
- BLENDZ & CO BARBERSHOP
- BERTO'S CUTS

SEPTEMBER 6, 2022

APPROVAL OF MINUTES

PARAMOUNT CITY COUNCIL

MOTION IN ORDER:

APPROVE THE PARAMOUNT CITY COUNCIL MINUTES OF AUGUST 2
AND AUGUST 16, 2022

MOTION:

MOVED BY: _____

SECONDED BY: _____

[] APPROVED

[] DENIED

ROLL CALL VOTE:

AYES: _____

NOES: _____

ABSENT: _____

ABSTAIN: _____

**PARAMOUNT CITY COUNCIL
MINUTES OF A REGULAR MEETING
AUGUST 2, 2022**

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

CALL TO ORDER: The regular meeting of the Paramount City Council was called to order by Mayor Vilma Cuellar Stallings at 6:00 p.m. at City Hall, Council Chambers, 16400 Colorado Avenue, Paramount, California.

PLEDGE OF ALLEGIANCE: Eduardo Lopez, PEP Scholarship Recipient, led the pledge of allegiance.

INVOCATION: Pastor Beau Stephens, Chapel of Change, delivered the invocation.

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

STAFF PRESENT: John Moreno, City Manager
John E. Cavanaugh, City Attorney
Andrew Vialpando, Assistant City Manager
John Carver, Planning Director
Adriana Figueroa, Public Works Director
David Johnson, Community Services Director
Margarita Matson, Public Safety Director
Kim Sao, Finance Director
Rafael Casillas, City Engineer
Clyde Alexander, Assistant Finance Director
Rebecca Bojorquez, Management Analyst
Chris Callard, Public Information Officer
Steve Coumparoules, Management Analyst
Danny Elizarraras, Management Analyst
Yecenia Guillen, Assistant Community Serv. Director
Sarah Ho, Assistant Public Works Director
John King, Assistant Planning Director
Nicole Lopez, HR Manager
Heidi Luce, City Clerk
Wendy Macias, Public Works Manager
Anthony Martinez, Management Analyst II
Ivan Reyes, Associate Planner
Johnnie Rightmer, Building & Safety Manager

City Manager Moreno introduced Joseph “Joe” Morales who is the new Lieutenant at the Paramount Sheriff’s Station

PRESENTATIONS

- | | | |
|----|--|---|
| 1. | PRESENTATION
Mayor's Award of Excellence
CF 39.7 | Mayor Cuellar Stallings presented the Mayor's Award of Excellence to Patrick Pearson, Paramount apartment owner and manager. |
| 2. | PRESENTATION
Recognition of Former Commissioners
CF 39.7 | Mayor Cuellar Stallings, on behalf of the City Council, recognized the following former Commissioners for their service to the community: Elizabeth Bautista, Planning Commission; Virginia Chavez, Senior Services Commission; Ardavan Davari, Parks & Recreation Commission; Dr. Linda Timmons, Public Works Commission; and Tony Warfield, Public Works Commission |
| 3. | PROCLAMATION
National Wellness Month
CF 39.12 | Mayor Cuellar Stallings, on behalf of the City Council, proclaimed August as National Wellness Month and presented proclamations to Bill Sinko of Community Family Guidance Center, Cindy Skovgard of Pathways and Dean Lockwood of Su Casa for their efforts in providing wellness services to the community. |
| 4. | PROCLAMATION
National Back to School Month
CF 39.12 | Mayor Cuellar Stallings, on behalf of the City Council, proclaimed August as National Back to School Month and presented the proclamation to Julie White the Homeless/Foster Youth Liaison with Paramount Unified School District. |
| 5. | PROCLAMATION
National Night Out
CF 39.12 | Mayor Cuellar Stallings, on behalf of the City Council, proclaimed August 2, 2022 as National Night Out and presented the proclamation to Paramount Sheriff's Station Lieutenant Morales |

CITY COUNCIL PUBLIC COMMENT UPDATES

CF 10.4

There were none.

PUBLIC COMMENTS

CF 10.3

There were none.

CONSENT CALENDAR

It was moved by Councilmember Lemons and seconded by Councilmember Aguayo to approve Consent Calendar Items 6, 7, 8, and 9. The motion was passed by the following roll call vote:

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

- | | | |
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| 6. | APPROVAL OF
MINUTES
July 12, 2022 | Approved. |
| 7. | APPROVAL
Register of Demands
CF 47.2 | Approved. |
| 8. | AWARD OF
CONTRACT
Installation of 8" Fire
Services at 16200 and
16236 Illinois Avenue
(City Project No. 9210)
CF 113.15, CIP 9210 | Awarded the contract for the Installation of 8" Fire Services to Stephen Doreck Equipment Rental, Inc., Pico Rivera, California, in the amount of \$120,270, and authorize the Mayor or her designee to execute the agreement. |
| 9. | RESOLUTION NO.
22:041
Amending the
Authorized Position
Listing for Full-Time
Employees
CF 28.1, 76.17 | Adopted. |

NEW BUSINESS

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| 10. | AWARD OF
CONTRACT
Traffic Control Services
for Heritage Festival and
Parade Street Closures
CF 43.1161, 79.14, 94.1 | Public Works Director Figueroa gave the report.

In response to Councilmember Lemons, Public Works Director Figueroa explained that the reason for the increase in cost for this project is related to both labor and equipment costs. |
|-----|--|--|

It was moved by Councilmember Lemons and seconded by Vice Mayor Aguayo to 1) waive the bidding requirements pursuant to Paramount Municipal Code Section 3.12.070(H); 2) appropriate an additional \$15,830.25 from the available fund balance in the General Fund; and 3) award the contract for traffic control services to BC Traffic Specialist, Garden Grove, California in the amount of \$30,830.25. The motion was passed by the following roll call vote:

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

NOES: None

ABSENT: None

ABSTAIN: None

11. APPROVAL
Agreement for
Information Technology
Management Services
with Infinity Technologies
CF 43.1162

Assistant City Manager Vialpando gave the report and presented a PowerPoint presentation.

Brief discussion ensued concerning the contingency amount included in the agreement and IT professional salaries.

It was moved by Councilmember Olmos and seconded by Councilmember Lemons to authorize the City Manager, or designee, to enter into an agreement with Infinity Technologies in an annual amount of \$334,000, with a 5% contingency for emergency IT services in the amount of \$16,700, for a total amount not to exceed \$350,700 per year, for a three year term, with the option to extend for two additional one-year periods.. The motion was passed by the following roll call vote:

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

NOES: None

ABSENT: None

ABSTAIN: None

12. APPROVAL
Installation of a Traffic
Circle at the Intersection
of Madison Street and

It was moved by Councilmember Lemons and seconded by Councilmember Olmos to 1) appropriate \$12,000 from the available Unassigned General Fund balance; 2) Approve the installation of a temporary

Orizaba Avenue
CF 98

traffic circle at the intersection of Madison Street and Orizaba Avenue; and 3) direct staff to analyze the proposed temporary traffic control measure for a period of one year. The motion was passed by the following roll call vote:

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

NOES: None

ABSENT: None

ABSTAIN: None

ENVIRONMENTAL SUSTAINABILITY OLD BUSINESS

13. ORAL REPORT
Organics Recycling
Program Update
CF 86

Bill Kalpakoff, Director of Government affairs and Shane Caswell, Area Vice President, both with the City's refuse hauler Athens Recycling, provided an update on the status of the City's Pilot Organic Waste Recycling Program which went into effect in April 2022 as well as the upcoming roll-out of the citywide organics recycling program.

COMMENTS/COMMITTEE REPORTS

Councilmembers

Councilmember Delgadillo reported on her attendance at the PUSD Board meeting where Board Member Eddie Cruz was sworn-in. She also commented that she attended the Paramount Adult School Graduation and the Women's Conference.

Councilmember Olmos reported on her attendance at several recent events including the PUSD Board meeting, the Latinas Art Foundation meeting, a Wellness Conference in Pico Rivera, the Colibri Homes Grand Opening and National Night Out.

She also reported that the Homeless Ad Hoc Committee received a report on the recent homeless census and noted that she and Councilmember Delgadillo attended the CCCA Board meeting. Lastly, she reminded everyone about the upcoming Heritage Parade and Festival.

Councilmember Lemons reported on her attendance at the recent SEAACA Board meeting and reminded residents to visit SEAACA if they want to get a pet. She also reported on the Homeless Ad Hoc Committee meeting and thanked staff for the comprehensive homeless census report.

Vice Mayor Aguayo commented that she also attended the various community events mentioned and reminded residents of the Heritage Parade and Festival.

Mayor Cuellar Stallings reported on her attendance at the various community events as well. She also reported that she attended the California JPIA Board meeting and Women's Club luncheon. Lastly she reminded residents about the upcoming Heritage Parade and Festival and the Paramount gym dedication.

Staff

City Manager Moreno welcomed Lieutenant Morales and reminded the community of the upcoming Paramount Gym Court Dedication. He also provided an update on the cameras being installed at certain intersections to address illegal street racing. He also commented that the presentation providing the results of the Homeless Census will be included on an upcoming agenda for the full City Council.

CLOSED SESSION

None.

ADJOURNMENT

There being no further business to come before the City Council, Mayor Cuellar Stallings adjourned the meeting at 7:20 p.m. in memory of Huntington Park Councilmember Manuel Avila. The next meeting will be held on August 16, 2022 at 5:00 p.m.

Vilma Cuellar Stallings, Mayor

ATTEST:

Heidi Luce, City Clerk

**PARAMOUNT CITY COUNCIL
MINUTES OF AN ADJOURNED MEETING
AUGUST 16, 2022**

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

CALL TO ORDER: The adjourned meeting of the Paramount City Council was called to order by Mayor Vilma Cuellar Stallings at 5:02 p.m. at City Hall, Council Chambers, 16400 Colorado Avenue, Paramount, California.

ROLL CALL OF COUNCILMEMBERS

Present: Councilmember Annette C. Delgadillo
Councilmember Peggy Lemons
Councilmember Brenda Olmos
Mayor Vilma Cuellar Stallings

Absent: Vice Mayor Isabel Aguayo

It was moved by Councilmember Olmos and second by Councilmember Lemons to excuse Vice Mayor Aguayo's absence. The motion was passed by the following roll call vote:

AYES: Councilmembers Delgadillo, Lemons, Olmos; and Mayor Cuellar Stallings

NOES: None

ABSENT: Vice Mayor Aguayo

ABSTAIN: None

STAFF PRESENT:

John Moreno, City Manager
John E. Cavanaugh, City Attorney
Andrew Vialpando, Assistant City Manager
John Carver, Planning Director
Adriana Figueroa, Public Works Director
David Johnson, Community Services Director
Margarita Matson, Public Safety Director
Kim Sao, Finance Director
Clyde Alexander, Assistant Finance Director
Sol Bejarano, Management Analyst
Rebecca Bojorquez, Management Analyst
Chris Callard, Public Information Officer
Joanne Cha, Senior Accountant
Steve Coumparoules, Management Analyst
Jaime De Guzman, Senior Accountant
Danny Elizarraras, Management Analyst
Yecenia Guillen, Assistant Community Serv. Director
Sarah Ho, Assistant Public Works Director
John King, Assistant Planning Director

Nicole Lopez, HR Manager
Heidi Luce, City Clerk
Wendy Macias, Public Works Manager
Anthony Martinez, Management Analyst II
Ivan Reyes, Associate Planner
Johnnie Rightmer, Building & Safety Manager

CITY COUNCIL PUBLIC COMMENT UPDATES

CF 10.4 There were none.

PUBLIC COMMENTS

CF 10.3 There were none:

CONSENT CALENDAR

It was moved by Councilmember Lemons and seconded by Councilmember Olmos to approve Consent Calendar Items 1, 2, 3, and 4. The motion was passed by the following roll call vote:

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

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|--|---|
| 1. APPROVAL
Use of Citizens' Option
for Public Safety (COPS)
Grant Funding for FY
2022-2023
CF 54.49 | Approve and authorized staff to use the State COPS grant funds to pay for expenditures as outlined in the report. |
| 2. RECEIVE AND FILE
Treasurer's Report for
the Quarter ending June
30, 2022
CF 47.3 | Receive and file. |
| 3. DENIAL OF CLAIM FOR
DAMAGES
Shadowood
Development Company
CF 40 | Deny the Claim for Damages submitted by Shadowood Development Company. |

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| 4. | APPROVAL
Service Agreement
Between the City of
Paramount and MDG
Associates, Inc. for
Design Services
CF 43.1163 | Approve the 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. |
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NEW BUSINESS

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| 5. | ORAL REPORT
Street Racing Kills
CF 79 | Lili Trujillo Puckett, founder of Street Racing Kills 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, gave a presentation on the dangers of illegal street racing and reckless driving. She also shared the tragic story of the loss of her daughter in a street racing accident. |
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The City Council expressed appreciation to Ms. Trujillo for her dedication to educating the public about the dangers of street racing amidst her pain.

Discussion ensued about the importance of Ms. Trujillo's message and getting the message out to Paramount residents and students. The City Council suggested that the presentation also be given the PUSD Ad Hoc Committee and the Youth Commission. The City Council also suggested considering adding a requirement to the City's street racing ordinance that would mandate that offenders attend the Street Racing Kills diversion program.

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| 6. | ORAL REPORT
Greater Los Angeles
County Vector Control
District (GLACVCD)
Presentation
CF 61.16 | Mary-Joy Coburn, Director of Communications with GLACVCD gave a presentation on the mosquitoes and provided information on the myriad of services GLACVCD offers its residents. |
| 7. | ORAL REPORT
Southern California
Association of
Governments (SCAG)
Presentation
CF 62.4 | Sarah Patterson, Manager of Regional Services with the SCAG gave a presentation providing a detailed overview of SCAG's mission and programs. |

8. ORAL REPORT
Community Organization
Mental Health
Assistance Update
CF 62
Community Services Director Johnson gave a presentation on the services the three community organizations that were provided additional funding through the CFMA nonprofit grant to assist with additional mental health assistance programming are providing to the community..
9. ORAL REPORT
2022 Paramount
Homeless Census
CF 69.14
Matt Bates, Vice President of City Net gave a presentation providing the results of the 2022 Paramount Homeless Census.
10. APPROVAL
Agreement with
Salvation Army Bell
Shelter for Fiscal Year
2022-2023
CF 43.1164
Public Safety Director Matson gave the report and presented a PowerPoint presentation.

Discussion ensued concerning the terms of the agreement and funding options for continuing shelter services under the agreement in subsequent years.

It was moved by Councilmember Lemons and seconded by Councilmember Delgadillo to 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 as amended to reflect a term through June 30, 2023. The motion was passed by the following roll call vote:

AYES: Councilmembers Delgadillo, Lemons, Olmos; and Mayor Cuellar Stallings
NOES: None
ABSENT: Vice Mayor Aguayo
ABSTAIN: None
11. RESOLUTION NO.
22:042
Authorizing an
Emergency Contract for
Landscape Maintenance
Services Pursuant to
Public Contracts Code
Sections 20168 and
22050
CF 84
Public Works Director Figueroa gave the report.

It was moved by Councilmember Lemons and seconded by Councilmember Delgadillo to read by title only and adopt Resolution No. 22:044, "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" The motion was passed by the following roll call vote:

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

12. APPROVAL
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
CF CIP 9116
- Public Works Director Figueroa gave the report.
- It was moved by Councilmember Olmos and seconded by Councilmember Delgadillo to 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. The motion was passed by the following roll call vote:
- AYES: Councilmembers Delgadillo, Lemons,
Olmos; and Mayor Cuellar Stallings
NOES: None
ABSENT: Vice Mayor Aguayo
ABSTAIN: None
13. APPROVAL
Memorandum of
Understanding with
the Los Angeles County
Probation Department
for the Youth Activities
League
CF 43.1141
- Management Analyst Elizarraras gave the report and presented a PowerPoint presentation.
- It was moved by Councilmember Olmos and seconded by Councilmember Delgadillo to approve and authorize the City Manager to execute the MOU with the Los Angeles County Probation Department for the Youth Activities League. The motion was passed by the following roll call vote:
- AYES: Councilmembers Delgadillo, Lemons,
Olmos; and Mayor Cuellar Stallings
NOES: None
ABSENT: Vice Mayor Aguayo
ABSTAIN: None
14. APPROVAL
Proposed Financial
Support Levels for the
Youth Sports and Arts
Scholarship Program
CF 62
- Community Services Director Johnson gave the report and presented a PowerPoint presentation.

The City Council expressed appreciation to staff for their efforts to expand the scholarship program and requested that staff report back to the City Council in one year to provide an update on how the program is working under the new financial support levels.

It was moved by Councilmember Olmos and seconded by Councilmember Lemons to approve the proposed revisions to the financial support levels for the Youth Sports and Arts Scholarship Program as presented. The motion was passed by the following roll call vote:

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

15. APPROVAL
Amended Agreement
with YMCA for Use of
City Facilities for Youth
Programming to Include
a Swim Team Program
CF 43.1075

Community Services Director Johnson gave the report.

It was moved by Councilmember Lemons and seconded by Councilmember Olmos to approve the amended agreement with the YMCA for use of City Facilities for Youth Programming to include a swim team program. The motion was passed by the following roll call vote:

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

16. APPROVAL
Amendment to
Disbursement of the
City's Allocation of
CMFA Bond Issuance
Fees
CF 43.1148

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

It was moved by Councilmember Olmos and seconded by Councilmember Delgadillo to 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).. The motion was passed by the following roll call vote:

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

ENVIRONMENTAL SUSTAINABILITY NEW BUSINESS

None

COMMENTS/COMMITTEE REPORTS

Councilmembers

Councilmember Delgadillo reported on her attendance at the Heritage Parade and Festival and Senior Luau, as well as the PUSD tree dedication ceremony for former Board Member Linda Garcia.

Councilmember Olmos reported on her attendance at the CCCA Executive Board and Public Safety Workgroup meetings; the CalCities installation of officers event; and the SELACO WDB meeting. She also reported on her attendance at several community events including the Heritage Parade and Festival, Back-to-School event and Commissioner BBQ. Lastly, she asked staff to provide an update on the signal installation.

Councilmember Lemons reported on her attendance at the Heritage Parade and Festival, the Back-to-School event, the Commissioner's BBQ and the PUSD tree dedication.

Mayor Cuellar Stallings reported on her attendance at the various community events mentioned by the other Councilmembers as well as the Summer Concert and Friday Night Paramount and an event hosted by the Pasadena Rose Parade

Staff

City Manager Moreno provided an update on the signal project noting that due to supply chain delays, the installation is delayed until February 2023.

He reminded the City Council about the upcoming Shop Paramount Week campaign. Lastly, he introduced Erick Wosick, the City's new Assistant Public Safety Director who will start with the City on August 29, 2022.

CLOSED SESSION

At 7:43 p.m. Mayor Cuellar Stallings recessed the meeting into closed session to discuss the matters listed below:

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

Mayor Cuellar Stallings called the meeting back to order in open session at 8:45 p.m.

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

ADJOURNMENT

There being no further business to come before the City Council, Mayor Cuellar Stallings adjourned the meeting at 8:47 p.m. in memory of Monterey Park Police Officer Gardiel Solorio who was killed in a senseless act of violence. The next meeting will be held on September 6, 2022 at 6:00 p.m.

Vilma Cuellar Stallings, Mayor

ATTEST:

Heidi Luce, City Clerk

SEPTEMBER 6, 2022

REGISTER OF DEMANDS

PARAMOUNT CITY COUNCIL

MOTION IN ORDER:

APPROVE THE PARAMOUNT CITY COUNCIL REGISTER OF DEMANDS.

MOTION:

MOVED BY: _____

SECONDED BY: _____

[] APPROVED

[] DENIED

ROLL CALL VOTE:

AYES: _____

NOES: _____

ABSENT: _____

ABSTAIN: _____

**CITY OF PARAMOUNT
FINAL CHECK REGISTER
August 31, 2022
Pre-issue Checks**

Check Number	Vendor Name	Amount	Description
325143	999 FOR KIDS PROGRAM	1,000.00	CP - COMMUNITY ORG FUNDING
	Vendor Total	1,000.00	
325109	A & G FENCE AND SUPPLY SALES	15,074.80	CIP - SALUD PARK FENCE REPAIR
	Vendor Total	15,074.80	
325223	A PLUS PORTABLE SERVICES	1,014.23	CP - HERITAGE FESTIVAL
325277		434.10	CSR - FRIDAY NIGHT MARKET (7/1)
	Vendor Total	1,448.33	
325043	A Y NURSERY, INC.	1,087.50	PW - LANDSCAPE MNTC SUPPLIES
	Vendor Total	1,087.50	
325044	ADAMS POOL AND SPA SERVICE	937.50	PW - FACILITY MNTC SVCS
325167		937.50	PW - FACILITY MNTC SVCS
		750.00	PW - FACILITY MNTC SVCS
325324		937.50	PW - FACILITY MNTC SVCS
325347		750.00	PW - FACILITY MNTC SVCS
	Vendor Total	4,312.50	
325072	ADMINISTRATIVE SERVICES CO-OP	2,635.36	CSR - TAXI TRANSIT SVCS (5/22)
		2,098.82	CSR - TAXI TRANSIT SVCS (3/22)
325211		59.55	CSR - TAXI TRANSIT SVCS (5/22)
	Vendor Total	4,793.73	
325348	ADVANCE ELEVATOR, INC	300.00	PW - ELEVATOR MNTC (8/22)
	Vendor Total	300.00	
325168	ADVANCED AQUATIC TECHNOLOGY	975.00	PW - CIVIC CENTER FOUNTAIN MNTC (7/22)
	Vendor Total	975.00	
325349	AFLAC	1,830.18	AFLAC VOLUNTARY INSURANCE (7/22)
	Vendor Total	1,830.18	
325110	AGUILAR, HILDA	150.00	FACILITY DEPOSIT REFUND (AGUILAR, 7283)
	Vendor Total	150.00	
325025	AIRGAS	107.64	PW - FACILITY MNTC SUPPLIES
325325		110.42	PW - WATER OPER MNTC SUPPLIES
	Vendor Total	218.06	
325073	AKESO OCCUPATIONAL HEALTH	480.00	HR - HEALTH SCREENINGS (6/22)
		720.00	CSR - STAR HEALTH SCREENINGS (6/22)
	Vendor Total	1,200.00	
325111	AKM CONSULTING ENGINEERS, INC	21,566.00	CIP - WELL #16 CONSTRUCTION MGMT (6/22)
	Vendor Total	21,566.00	
325112	ALCALA, MARIA	150.00	FACILITY DEPOSIT REFUND (ALCALA, 7266)
	Vendor Total	150.00	
325045	ALIN PARTY SUPPLY CO.	529.20	CSR - RECREATION SUPPLIES
		327.24	CSR - STAR SUPPLIES
		314.21	CSR - STAR SUPPLIES
		185.22	CSR - STAR SUPPLIES
		-264.60	CSR - RECREATION SUPPLIES (CREDIT)
325074		105.81	CSR - STAR SUPPLIES
		56.04	CSR - STAR SUPPLIES
		53.13	CSR - STAR SUPPLIES
325350		200.61	CSR - ENP EVENT SUPPLIES
325448		80.46	CSR - STAR SUPPLIES
		52.42	CSR - STAR SUPPLIES
	Vendor Total	1,639.74	

**CITY OF PARAMOUNT
FINAL CHECK REGISTER
August 31, 2022
Pre-issue Checks**

Check Number	Vendor Name	Amount	Description
325449	ALL CITIES LOCK & SAFE	115.32	PS - OFFICE SUPPLIES
	Vendor Tota	115.32	
325351	ALVAREZ DE MORA, REBECCA	150.00	FACILITY DEPOSIT REFUND (ALVAREZ 7090)
	Vendor Tota	150.00	
325224	AMBIENT PRO, LLC	8,450.00	CP - HERITAGE FESTIVAL
		7,420.00	CP - HERITAGE FESTIVAL
	Vendor Tota	15,870.00	
325225	ANAHEIM URGENT CARE, INC	95.00	HR - COVID TEST (COVID-19)
	Vendor Tota	95.00	
325144	ANTOJITOS MEXICANOS	140.57	GEN - CC MEETING EXPENSE (7/12)
	Vendor Tota	140.57	
325169	APA AMERICAN PLANNING	603.00	PL - APA MEMBERSHIP (JC)
	Vendor Tota	603.00	
325450	APPLE INC	352.69	CSR - STAR SUPPLIES
		330.64	CSR - STAR SUPPLIES
		109.15	CSR - STAR SUPPLIES
	Vendor Tota	792.48	
325352	APWA CHAPTER	277.50	PW - APWA MEMBERSHIP (RR)
		277.50	PW - APWA MEMBERSHIP (MF)
	Vendor Tota	555.00	
325075	ARAMARK UNIFORM SERVICES, INC.	211.84	CSR - LAUNDRY SVCS (6/22)
325145		239.78	CSR - LAUNDRY SVCS (7/6)
325353		239.78	CSR - LAUNDRY SVCS (7/20)
	Vendor Tota	691.40	
325261	ARCHIVESOCIAL, INC	2,988.00	GEN - SOCIAL MEDIA RECORDS MGMT (FY23)
	Vendor Tota	2,988.00	
325170	AT & T	112.35	GEN - CLRWTR INTERNET (7/22)
325262		96.30	GEN - COM CTR INTERNET (8/22)
		64.20	GEN - SPLASH PAD INTERNET (7/22)
325425		53.50	GEN - PARAMOUNT POOL INTERNET (8/22)
325426		1,398.89	GEN - TELEPHONE SERVICE (7/22)
		1,119.02	PW - WATER SYSTEM SERVICE (7/22)
	Vendor Tota	2,844.26	
325026	AT&T MOBILITY	50.07	FIN - CELLULAR SERVICE (6/22)
	Vendor Tota	50.07	
325171	ATKINSON, ANDELSON, LOYA	70.00	HR - COLLECTIVE BARGAINING SVCS (6/22)
	Vendor Tota	70.00	
325326	AUTOMATED GATE SERVICES, INC	350.00	PW - FACILITY MNTC SVCS
	Vendor Tota	350.00	
325427	BACKFLOW APPARATUS & VALVE	190.00	PW - WATER OPER MNTC SUPPLIES
	Vendor Tota	190.00	
325226	BARR COMMERCIAL DOOR REPAIR	573.00	PW - FACILITY MNTC SVCS
	Vendor Tota	573.00	
325354	BARTEL ASSOCIATES, LLC	7,193.50	FIN - OPEB VALUATION (6/30/21)
	Vendor Tota	7,193.50	
325076	BEIGHTON, DAVE	2,050.00	PS - DETECTIVE SPECIALIST (7/2 - 7/15)
325263		1,900.00	PS - DETECTIVE SPECIALIST (7/16 - 7/29)
	Vendor Tota	3,950.00	

**CITY OF PARAMOUNT
FINAL CHECK REGISTER
August 31, 2022
Pre-issue Checks**

Check Number	Vendor Name	Amount	Description
325428	BELTRAN, ANTONIO	200.00	PS - HOME SECURITY REBATE PROGRAM
	Vendor Tota	200.00	
325355	BIOMETRICS4ALL, INC	360.00	HR - FINGERPRINTING SVCS (7/22)
		180.00	CSR - STAR FINGERPRINTING SVCS (7/22)
	Vendor Tota	540.00	
325172	BISHOP COMPANY	310.57	PW - LANDSCPE MNTC SUPPLIES
		271.07	PW - LANDSCPE MNTC SUPPLIES
	Vendor Tota	581.64	
325212	BLUESPACE INTERIORS	1,234.76	CSR - PEP SUPPLIES
	Vendor Tota	1,234.76	
325095	BRAVO SIGN & DESIGN INC	4,041.56	CIP - CIVIC CENTER MONUMENT SIGNS
		24,152.02	CIP - CIVIC CENTER MONUMENT SIGNS
	Vendor Tota	28,193.58	
325146	BRIGHTVIEW LANDSCAPE	5,976.54	PW - MEDIAN MNTC SVCS (ALOE/GRASS)
325227		30,141.57	PW - LANDSCAPE MNTC SVCS (8/22)
		14,457.59	PW - MEDIAN MNTC SVCS (8/22)
		5,519.29	PW - LANDSCAPE MNTC SVCS
	Vendor Tota	56,094.99	
325027	BROWN BOLT & NUT CORP.	169.79	PW - FACILITY MNTC SUPPLIES
325173		254.68	PW - FACILITY MNTC SUPPLIES
325356		41.94	PW - FACILITY MNTC SUPPLIES
	Vendor Tota	466.41	
325264	BROWN, ANITA	500.00	FACILITY DEPOSIT REFUND (BROWN 9002587)
	Vendor Tota	500.00	
325046	BRYAN EXHAUST SERVICE, INC	1,425.00	PW - FACILITY MNTC SVCS
	Vendor Tota	1,425.00	
325113	BUCKNAM & ASSOCIATES, INC	502.80	CIP - WELL #16 PROGRAM MGMT (6/22)
	Vendor Tota	502.80	
325028	BUDILO CONSTRUCTION, INC	11,364.39	PW - WATER OPER MNTC SVCS
		10,232.35	PW - WATER OPER MNTC SVCS
	Vendor Tota	21,596.74	
325213	C S LEGACY CONSTRUCTION	282,984.48	CIP - BUS SHELTERS (6/22)
	Vendor Tota	282,984.48	
325077	CALIFORNIA ASSOCIATION OF CODE	38.00	PS - CACEO TRAINING (NH)
		38.00	PS - CACEO TRAINING (ER)
		38.00	PS - CACEO TRAINING (BC)
		38.00	PS - CACEO TRAINING (JD)
	Vendor Tota	152.00	
15668	CALIFORNIA PUBLIC EMPLOYEES'	104,119.35	MEDICAL INSURANCE (ACTIVE) - 8/22
		8,940.00	MEDICAL INSURANCE (RETIRED) - 8/22
		542.43	MEDICAL INSURANCE (ADMIN FEE) - 8/22
15679		40,150.09	PERS RETIREMENT - PPE 7/1
15680		15,422.43	PERS RETIREMENT - PPE 7/1
15708		1,050.00	FIN - GASB 68 VALUATION REPORT
15718		40,596.12	PERS RETIREMENT - PPE 7/15
15719		2,978.36	PERS RETIREMENT (CC) - 7/22
15720		16,154.65	PERS RETIREMENT - PPE 7/15
15721		659.64	PERS RETIREMENT (CC) - 7/22
	Vendor Tota	230,613.07	

**CITY OF PARAMOUNT
FINAL CHECK REGISTER
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Pre-issue Checks**

Check Number	Vendor Name	Amount	Description
325096	CALPERS LONG-TERM CARE PROGRAM	47.54	CALPERS LTC - PPE 7/15 (AF)
325278		47.54	CALPERS LTC - PPE 7/29 (AF)
	Vendor Tota	95.08	
325114	CARVER, JOHN	106.00	PL - MEETING EXPENSE (6/6)
	Vendor Tota	106.00	
325078	CASA ADELITA	591.22	CSR - ENP EVENT SUPPLIES
		164.55	CSR - MEETING EXPENSE (6/6)
325174		181.91	CSR - MEETING EXPENSE (7/11)
	Vendor Tota	937.68	
325327	CELEDON, MIGUEL	355.00	PW - GYM EQUIPMENT MNTC
	Vendor Tota	355.00	
325047	CENTRAL BASIN WATER ASSOC	3,167.99	PW - CBWA MEMBERSHIP (FY 2023)
	Vendor Tota	3,167.99	
325429	CHARTER COMMUNICATIONS	769.00	GEN - CITY YARD FIBER INTERNET (8/22)
	Vendor Tota	769.00	
325115	CINDY'S JUMPERS, LLC	712.50	CSR - SUMMER CONCERT (7/14)
		712.50	CSR - SUMMER CONCERT (7/21)
		712.50	CSR - SUMMER CONCERT (7/28)
325228		566.00	CP - HERITAGE FESTIVAL
	Vendor Tota	2,703.50	
325097	CINTAS #053	60.49	PW - UNIFORM SVC (FACILITIES)
		38.55	PW - UNIFORM SVC (LANDSCAPE)
		26.94	PW - UNIFORM SVC (ROADS)
		21.85	PW - UNIFORM SVC (WTR PROD)
		23.59	PW - UNIFORM SVC (WTR DIST)
		22.45	PW - UNIFORM SVC (WTR CUST SVC)
		51.27	PW - UNIFORM SVC (FACILITIES)
		38.55	PW - UNIFORM SVC (LANDSCAPE)
		26.94	PW - UNIFORM SVC (ROADS)
		21.85	PW - UNIFORM SVC (WTR PROD)
		23.59	PW - UNIFORM SVC (WTR DIST)
		22.45	PW - UNIFORM SVC (WTR CUST SVC)
		51.27	PW - UNIFORM SVC (FACILITIES)
		38.55	PW - UNIFORM SVC (LANDSCAPE)
		26.94	PW - UNIFORM SVC (ROADS)
		21.85	PW - UNIFORM SVC (WTR PROD)
		23.59	PW - UNIFORM SVC (WTR DIST)
		22.45	PW - UNIFORM SVC (WTR CUST SVC)
		51.27	PW - UNIFORM SVC (FACILITIES)
		38.55	PW - UNIFORM SVC (LANDSCAPE)
		26.94	PW - UNIFORM SVC (ROADS)
		21.85	PW - UNIFORM SVC (WTR PROD)
		23.59	PW - UNIFORM SVC (WTR DIST)
		22.45	PW - UNIFORM SVC (WTR CUST SVC)
		51.27	PW - UNIFORM SVC (FACILITIES)
		38.55	PW - UNIFORM SVC (LANDSCAPE)
		26.94	PW - UNIFORM SVC (ROADS)
		21.85	PW - UNIFORM SVC (WTR PROD)
		23.59	PW - UNIFORM SVC (WTR DIST)
		22.45	PW - UNIFORM SVC (WTR CUST SVC)
	Vendor Tota	932.47	
325147	CINTAS FIRE PROTECTION	146.28	PW - SECURITY SYSTEM MNTC
	Vendor Tota	146.28	

**CITY OF PARAMOUNT
FINAL CHECK REGISTER
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Check Number	Vendor Name	Amount	Description
325175	CIT TECHNOLOGY FIN SERV, INC	527.84	PS - COPIER (7/22)
		175.90	PW - COPIER (7/22)
	Vendor Tota	703.74	
325265	CITY NET	27,006.80	PS - HOMELESS COUNT (LACO DF)
	Vendor Tota	27,006.80	
325214	CITY OF DOWNEY	663.75	PW - TRAFFIC SIGNAL MNTC (1/22 - 6/22)
325229		132,767.00	PS - ANIMAL CONTROL SVCS (7/22 - 12/22)
		10,450.00	PS - ANIMAL LICENSING SVCS (FY 2023)
		7,577.75	PS - SEAACA ADMIN (FY 2023)
	Vendor Tota	151,458.50	
15634	CITY OF PARAMOUNT PAYROLL	2,175.89	NET PAYROLL - SPEC 7/15
15638		6,976.76	NET PAYROLL - SPEC 7/15
15642		956.52	NET PAYROLL - SPEC 7/15
15648		150.59	NET PAYROLL - SPEC 7/19
15651		311,664.81	NET PAYROLL - PPE 07/15
15661		3,929.49	NET PAYROLL - SPEC 7/20
15664		451.78	NET PAYROLL - SPEC 7/25
15669		2,378.16	NET PAYROLL - SPEC 7/28
15672		7,440.88	NET PAYROLL - SPEC 7/28
15675		828.15	NET PAYROLL - SPEC 7/29
15681		301,666.09	NET PAYROLL - PPE 07/29
15693		1,747.98	NET PAYROLL - SPEC 7/12
15699		266.16	NET PAYROLL - SPEC 8/4
15702		193.60	NET PAYROLL - SPEC 8/5
	Vendor Tota	640,826.86	
325328	CITY OF PARAMOUNT WATER DEPT	22,328.52	GEN - PARKS & FACILITIES (5/22 - 6/22)
		48,575.83	PW - MEDIAN IRRIGATION (5/22 - 6/22)
		373.46	GEN - ASSESSMENT DISTRICT (5/22 - 6/22)
		38.20	GEN - CLRWTR BLDG (5/22 - 6/22)
		285.52	GEN - PARAMOUNT PARK (5/22 - 6/22)
		2,249.34	PW - PARAMOUNT PARK (5/22 - 6/22)
	Vendor Tota	73,850.87	
325279	CITY OF SANTA FE SPRINGS	15,411.86	PW - TRAFFIC SIGNAL MNTC (4/22)
		21,275.95	PW - TRAFFIC SIGNAL MNTC (5/22)
		15,367.27	PW - TRAFFIC SIGNAL MNTC (6/22)
	Vendor Tota	52,055.08	
325215	COLANTUONO, HIGHSMITH &	633.06	CA - LEGAL SVCS (SCE COALITION) 4-6/22
		146.93	CA - LEGAL SVCS (SCE COALITION) - 6/22
	Vendor Tota	779.99	
325116	COLORS PRINTING, INC	344.97	CSR - SENIOR NEWSLETTER (7/22)
325357		344.97	CSR - SENIOR NEWSLETTER (8/22)
	Vendor Tota	689.94	
325048	COMMERCIAL BUILDING MANAGEMENT	11,882.05	PW - JANITORIAL SVCS (6/22)
325329		12,357.33	PW - JANITORIAL SVCS (7/22)
	Vendor Tota	24,239.38	
325358	COMMUNITY FAMILY GUIDANCE CTR	1,400.00	CP - COMMUNITY ORG FUNDING (MISC-CFGC)
	Vendor Tota	1,400.00	
325049	CONTINENTAL INTERPRETING	1,465.00	CC - COMMUNITY INTERPRETER (6/21)
		700.00	CC - COMMUNITY INTERPRETER (6/8)
325230		1,075.00	CC - COMMUNITY INTERPRETER (7/12)
		100.00	CC - TRANSLATION SVCS (AGENDA - 7/12)
		100.00	CC - TRANSLATION SVCS (AGENDA - 6/21)
	Vendor Tota	3,440.00	

**CITY OF PARAMOUNT
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Check Number	Vendor Name	Amount	Description
325280	CORTES, JUAN M	2,077.02	WTR DEP REF - 15341 FAIRLOCK
	Vendor Tota	2,077.02	
325176	COUMPAROULES, STEVE	166.58	CP - SPRING CLUTTER-FREE EXPENSE
	Vendor Tota	166.58	
325029	CRAFTWATER ENGINEERING, INC	142,214.09	CIP - SPANE PK STORMWATER CAPTURE(4/22)
		52,327.97	CIP - SPANE PK STORMWATER CAPTURE(5/22)
325430		48,622.25	CIP - SPANE PK STORMWATER CAPTURE(6/22)
	Vendor Tota	243,164.31	
325148	DATA TICKET, INC	6,996.14	PS - PARKING CITATION SVCS (6/22)
	Vendor Tota	6,996.14	
325117	DE LAGE LANDEN	220.58	CSR - COM CTR COPIER (7/22)
325451		201.63	CSR - COM CTR COPIER (8/22)
		38.86	CSR - COM CTR COPIER (PROP TAX)
	Vendor Tota	461.07	
325314	DEPT OF INDUSTRIAL RELATIONS	3,460.00	PW - FACILITY MNTC SVCS
	Vendor Tota	3,460.00	
325359	DEPT OF TRANSPORTATION	2,529.31	PW - TRAFFIC SIGNAL MNTC (4/22 - 6/22)
	Vendor Tota	2,529.31	
325177	DIAMOND ENVIRONMENTAL SERVICES	760.24	PW - DILLS PARK RESTROOM (7/22)
325360		328.37	PW - SALUD PARK RESTROOM (7/22)
	Vendor Tota	1,088.61	
325361	DIANA'S FLOWERS	300.00	CP - COMMISSIONER'S APPRECIATION DINNER
	Vendor Tota	300.00	
325431	DIRECTV	86.99	PS - EOC SATELLITE SVCS (8/22)
	Vendor Tota	86.99	
325362	DISCOUNT SCHOOL SUPPLY	1,929.74	CSR - STAR SUPPLIES
	Vendor Tota	1,929.74	
325231	E H WACHS COMPANY	79,205.34	PW - VALVE MAINTENANCE TRAILER
	Vendor Tota	79,205.34	
325330	ECHO FIRE PROTECTION CO	165.95	PW - FIRE PROTECTION SVCS
	Vendor Tota	165.95	
15696	ELAVON, INC	805.60	GEN-CS CREDIT CARD TERMINAL SVCS (7/22)
15697		340.26	GEN-PL CREDIT CARD TERMINAL SVCS (7/22)
	Vendor Tota	1,145.86	
15635	EMPLOYMENT DEVELOPMENT DEPT	60.28	STATE PAYROLL TAX - SPEC 7/15
15639		816.21	STATE PAYROLL TAX - SPEC 7/15
15643		6.46	STATE PAYROLL TAX - SPEC 7/15
15652		13,951.57	STATE PAYROLL TAX - PPE 7/15
15662		148.40	STATE PAYROL TAX - SPEC 7/20
15670		168.09	STATE PAYROLL TAX - SPEC 7/28
15673		1,049.01	STATE PAYROLL TAX - SPEC 7/28
15676		6.56	STATE PAYROLL TAX - SPEC 7/29
15684		13,490.50	STATE PAYROLL TAX - PPE 7/29
15694		34.67	STATE PAYROLL TAX - SPEC 7/12
15722		2,410.00	UNEMPLOYMENT INSURANCE (4/22 - 6/22)
	Vendor Tota	32,141.75	
325050	ESTRADA, BALTAZAR	300.00	CSR - SENIOR ENTERTAINMENT (7/21)
325232		300.00	CSR - SENIOR ENTERTAINMENT (8/12)
	Vendor Tota	600.00	

**CITY OF PARAMOUNT
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Pre-issue Checks**

Check Number	Vendor Name	Amount	Description
325315	EUROSTAR DBA WSS	15,000.00	CP - BACK TO SCHOOL EVENT (WSS G-CARD)
	Vendor Total	15,000.00	
325118	FACILITY WERX, INC	319.03	PW - HOUSEHOLD SUPPLIES
325363		277.09	PW - HOUSEHOLD SUPPLIES
		206.45	PW - HOUSEHOLD SUPPLIES
	Vendor Total	802.57	
325119	FAMILY PROMISE OF	29,714.16	PS - HOMELESS PREVENTION SVC(4/22-6/22)
	Vendor Total	29,714.16	
325233	FEDEX	240.00	GEN - POSTAGE EXPENSE
325281		205.40	GEN - POSTAGE EXPENSE
		66.81	GEN - POSTAGE EXPENSE
325364		440.13	GEN - POSTAGE EXPENSE
		243.47	GEN - POSTAGE EXPENSE
	Vendor Total	1,195.81	
325030	FERGUSON ENTERPRISES, INC	272.76	PW - FACILITY MNTC SUPPLIES
		202.77	PW - FACILITY MNTC SUPPLIES
325331		1,011.74	PW - FACILITY MNTC SUPPLIES
	Vendor Total	1,487.27	
325365	FERNANDO TOURS INC	650.00	CSR - RECREATION EXCURSION (7/8)
		775.00	CSR - RECREATION EXCURSION (7/13)
		500.00	CSR - RECREATION EXCURSION (6/1)
	Vendor Total	1,925.00	
325234	FIRST VEHICLE SERVICES	28,261.58	PW - VEHICLE MNTC SVCS (7/22)
		2,841.26	PW - VEHICLE NON-CONTRACT MNTC (7/22)
	Vendor Total	31,102.84	
325210	FLOWER TIME	368.50	CP - NATIONAL NIGHT OUT EVENT (8/1)
	Vendor Total	368.50	
325098	FRANCHISE TAX BOARD	300.00	PAYROLL DEDUCTION - PPE 7/15
325282		300.00	PAYROLL DEDUCTION - PPE 7/29
325099		125.25	PAYROLL DEDUCTION - PPE 7/15
	Vendor Total	725.25	
325178	FRONTIER COMMUNICATIONS OF CA	132.52	GEN - PS CIRCUIT LINE (7/22)
	Vendor Total	132.52	
325120	FUN EXPRESS	2,472.94	CSR - STAR SUPPLIES
		1,810.02	CSR - STAR SUPPLIES
		429.91	CSR - STAR SUPPLIES
325366		2,459.16	CSR - STAR SUPPLIES
		469.24	CSR - ENP LUAU EVENT
325452		216.02	CSR - STAR SUPPLIES
		158.85	CSR - STAR SUPPLIES
	Vendor Total	8,016.14	
325179	FUSION	171.38	GEN - PARAMOUNT PARK ETHERNET (7/22)
	Vendor Total	171.38	
325283	GARCIA, ARIANA	48.00	PARKING CITATION REFUND (GARCIA)
	Vendor Total	48.00	
325367	GARIBALDO'S NURSERY	8.82	PW - LANDSCAPE MNTC SUPPLIES
	Vendor Total	8.82	

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Check Number	Vendor Name	Amount	Description
325149	GAS COMPANY	747.40	GEN - FACILITIES NATURAL GAS (6/22)
		567.74	PW - WELLS #13 & #14 NATURAL GAS (6/22)
		4.65	GEN - CLRWTR NATURAL GAS (6/22)
	Vendor Total	1,319.79	
325100	GATEWAY CITIES COG	25,000.00	PW - I-710 EIR/EIS STUDY (FY 2023)
		20,000.00	PW - 91/405/605 CORRIDOR STUDY(FY2023)
	Vendor Total	45,000.00	
325051	GIFTBAR, LLC	39,690.00	CP - SBA E-GIFT CARD PROGRAM
	Vendor Total	39,690.00	
325432	GLOBAL EQUIPMENT COMPANY	325.99	GEN - COMPUTER MNTC SUPPLIES
		142.48	GEN - COMPUTER MNTC SUPPLIES
	Vendor Total	468.47	
325180	GLOBAL MUSIC RIGHTS, LLC	850.00	GEN - MUSIC RIGHTS LICENSE (FY23)
	Vendor Total	850.00	
325052	GOLDEN STATE WATER COMPANY	591.40	PW - MEDIAN IRRIGATION (6/22)
		5,354.18	GEN - ALL AMERICAN PARK WATER (6/22)
	Vendor Total	5,945.58	
325266	GOTO COMMUNICATIONS, INC	2,113.83	GEN - VOIP TELEPHONE SVC (8/22)
	Vendor Total	2,113.83	
325121	GRAINGER	525.53	PW - WATER OPER MNTC SUPPLIES
325332		449.74	PW - WATER OPER MNTC SUPPLIES
325453		161.18	PW - FACILITY MNTC SUPPLIES
	Vendor Total	1,136.45	
325235	GRANTED DIGITAL, INC.	1,800.00	CP - HERITAGE FESTIVAL
	Vendor Total	1,800.00	
325284	GUTIERREZ, JESUS	110.24	PS - HOME SECURITY REBATE PROGRAM
	Vendor Total	110.24	
325368	H & H NURSERY INC.	279.58	PW - LANDSCAPE MNTC SUPPLIES
325454		173.13	PW - LANDSCAPE MNTC SUPPLIES
	Vendor Total	452.71	
325433	HARDY AND HARPER, INC	359,371.89	CIP - ARTERIAL STREET RESURF (7/22)
	Vendor Total	359,371.89	
325122	HARVEY, LAKENYA	500.00	FACILITY DEPOSIT (HARVEY,9002579)
	Vendor Total	500.00	
15724	HASLER MAILING SYSTEMS	2,500.00	GEN - POSTAGE METER (8/8/22)
	Vendor Total	2,500.00	
325316	HAZEN AND SAWYER	3,053.50	PW - WATER INFRAS ANALYSIS (6/22-ARPA)
	Vendor Total	3,053.50	
325236	HERRMANN, TIFFANY	2,935.00	CP - HERITAGE FESTIVAL
	Vendor Total	2,935.00	
325333	HI-WAY SAFETY INC	1,115.73	PW - TRAFFIC SAFETY SUPPLIES
	Vendor Total	1,115.73	

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Check Number	Vendor Name	Amount	Description
325101	HOME DEPOT CRC/GECF	-192.79	CSR - STAR SUPPLIES (CREDIT)
		-44.08	CSR - STAR SUPPLIES (CREDIT)
		1,691.26	CSR - STAR SUPPLIES
		264.47	CSR - STAR SUPPLIES
		77.06	CSR - STAR SUPPLIES
		330.64	CSR - STAR SUPPLIES
		604.17	CSR - SPLASH PAD SUPPLIES STORAGE
		659.30	CSR - SPLASH PAD SUPPLIES STORAGE
		329.72	CSR - SPLASH PAD SUPPLIES STORAGE
		91.36	GEN - BANK CHARGES
325434		705.16	CSR-SPLASH PAD TABLES (4) & CHAIRS (16)
		942.13	CSR-SPLASH PAD TABLES (8) & CHAIRS (15)
		146.85	CSR - RECREATION SUPPLIES
		296.08	CSR - FACILITY MNTC SUPPLIES
		194.60	CSR - FACILITY MNTC SUPPLIES
	Vendor Total	6,095.93	

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Check Number	Vendor Name	Amount	Description		
325102	HOME DEPOT/GECF	2.82	PW - FACILITY MNTC SUPPLIES		
		41.88	PW - FACILITY MNTC SUPPLIES		
		38.61	PW - LANDSCAPE MNTC SUPPLIES		
		119.97	PW - GRAFFITI REMOVAL SUPPLIES		
		74.93	PW - FACILITY MNTC SUPPLIES		
		124.55	PW - GRAFFITI REMOVAL SUPPLIES		
		50.26	PW - GRAFFITI REMOVAL SUPPLIES		
		46.48	PW - FACILITY MNTC SUPPLIES		
		102.57	PW - FACILITY MNTC SUPPLIES		
		43.41	PW - FACILITY MNTC SUPPLIES		
		49.51	PW - FACILITY MNTC SUPPLIES		
		200.63	PW - FACILITY MNTC SUPPLIES		
		-164.27	PW - FACILITY MNTC SUPPLIES (CREDIT)		
		282.95	PW - GRAFFITI REMOVAL SUPPLIES		
		99.78	PW - FACILITY MNTC SUPPLIES		
		175.13	PW - FACILITY MNTC SUPPLIES		
		235.94	PW - FACILITY MNTC SUPPLIES		
		14.05	PW - FACILITY MNTC SUPPLIES		
		403.39	PW - GRAFFITI REMOVAL SUPPLIES		
		158.44	PW - LANDSCAPE MNTC SUPPLIES		
		32.20	PW - FACILITY MNTC SUPPLIES		
		1,480.59	PW - WATER OPER MNTC SUPPLIES		
		281.74	PW - GRAFFITI REMOVAL SUPPLIES		
		24.61	PW - FACILITY MNTC SUPPLIES		
		115.70	PW - FACILITY MNTC SUPPLIES		
		204.58	PW - GRAFFITI REMOVAL SUPPLIES		
		117.68	PW - FACILITY MNTC SUPPLIES		
		378.53	PW - GRAFFITI REMOVAL SUPPLIES		
		57.89	PW - STREET MNTC SUPPLIES		
		42.05	PW - FACILITY MNTC SUPPLIES		
		99.18	PW - FACILITY MNTC SUPPLIES		
		44.14	PW - FACILITY MNTC SUPPLIES		
		814.79	PW - GRAFFITI REMOVAL SUPPLIES		
		325436		109.15	PW - FACILITY MNTC SUPPLIES
				53.98	PW - FACILITY MNTC SUPPLIES
				221.99	PW - LANDSCAPE MNTC SUPPLIES
				48.49	PW - FACILITY MNTC SUPPLIES
				391.82	PW - GRAFFITI REMOVAL SUPPLIES
				139.30	PW - FACILITY MNTC SUPPLIES
				118.50	PW - STREET MNTC SUPPLIES
				31.37	PW - FACILITY MNTC SUPPLIES
				1,539.09	CIP - SNACK SHACK RENOVATIONS
				788.60	CIP - SNACK SHACK RENOVATIONS
562.61	CIP - SNACK SHACK RENOVATIONS				
55.83	PW - GRAFFITI REMOVAL SUPPLIES				
788.60	PW - FACILITY MNTC SUPPLIES				
88.07	PW - FACILITY MNTC SUPPLIES				
36.59	PW - FACILITY MNTC SUPPLIES				
21.98	PW - FACILITY MNTC SUPPLIES				
142.76	PW - LANDSCAPE MNTC SUPPLIES				
556.18	PW - GRAFFITI REMOVAL SUPPLIES				
917.17	PW - FACILITY MNTC SUPPLIES				
98.79	PW - GRAFFITI REMOVAL SUPPLIES				
89.19	PW - FACILITY MNTC SUPPLIES				
-48.49	PW - FACILITY MNTC SUPPLIES (CREDIT)				
-109.15	PW - FACILITY MNTC SUPPLIES (CREDIT)				
-788.60	PW - FACILITY MNTC SUPPLIES (CREDIT)				
19.08	PW - FACILITY MNTC SUPPLIES				
158.21	PW - GRAFFITI REMOVAL SUPPLIES				
35.79	PW - FACILITY MNTC SUPPLIES				

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325436	HOME DEPOT/GECE	39.57	PW - FACILITY MNTC SUPPLIES
		15.37	PW - FACILITY MNTC SUPPLIES
		71.17	PW - GRAFFITI REMOVAL SUPPLIES
		1,584.29	PW - FACILITY MNTC SUPPLIES
		191.40	PW - FACILITY MNTC SUPPLIES
		56.05	PW - STREET MNTC SUPPLIES
		41.32	PW - FACILITY MNTC SUPPLIES
		112.19	PW - GRAFFITI REMOVAL SUPPLIES
		316.66	PW - GRAFFITI REMOVAL SUPPLIES
		49.02	PW - FACILITY MNTC SUPPLIES
		220.50	PW - FACILITY MNTC SUPPLIES
		49.00	PW - FACILITY MNTC SUPPLIES
	Vendor Tota	14,608.15	
325079	HUMAN SERVICES ASSOCIATION	378.00	CSR - ENP EVENT MEALS (6/16)
325123		387.00	CSR - ENP EVENT MEALS (6/30)
	Vendor Tota	765.00	
325053	IMAGE 2000, INC	34.94	FIN - COPIER MNTC (7/22)
		34.94	CSR - COPIER MNTC (7/22)
	Vendor Tota	69.88	
325421	IML SECURITY SUPPLY	458.85	PW - FACILITY MNTC SUPPLIES
	Vendor Tota	458.85	
325080	INFINITY TECHNOLOGIES	507.50	AS - IT CONSULTANT SVCS (6/22)
325285		812.50	AS - IT CONSULTANT SVCS (7/22)
	Vendor Tota	1,320.00	
325181	INK HEAD DESIGN & PRINTS	65.00	CSR - STAR UNIFORMS
325369		450.91	CSR - SPORTS UNIFORMS
	Vendor Tota	515.91	
15636	INTERNAL REVENUE SERVICE	390.43	FED PAYROLL TAX - SPEC 7/15
		115.16	MEDICARE PAYMENT - SPEC 7/15
15640		2,675.60	FED PAYROLL TAX - SPEC 7/15
		455.20	MEDICARE PAYMENT - SPEC 7/15
15644		30.68	MEDICARE PAYMENT - SPEC 7/15
15649		4.80	MEDICARE PAYMENT - SPEC 7/19
15653		35,706.17	FED PAYROLL TAX - PPE 7/15
		11,888.92	MEDICARE PAYMENT - PPE 7/15
15663		523.61	FED PAYROLL TAX - SPEC 7/20
		135.40	MEDICARE PAYMENT - SPEC 7/20
15665		14.40	MEDICARE PAYMENT - SPEC 7/25
15671		469.49	FED PAYROLL TAX - SPEC 7/28
		96.42	MEDICARE PAYMENT - SPEC 7/28
15674		3,019.50	FED PAYROLL TAX - SPEC 7/28
		338.68	MEDICARE PAYMENT - SPEC 7/28
15677		61.42	FED PAYROLL TAX - SPEC 7/29
		28.54	MEDICARE PAYMENT - SPEC 7/29
15685		34,202.31	FED PAYROLL TAX - PPE 7/29
		11,532.84	MEDICARE PAYMENT - PPE 7/29
15695		102.48	FED PAYROLL TAX - SPEC 7/12
		57.90	MEDICARE PAYMENT - SPEC 7/12
15700		8.48	MEDICARE PAYMENT - SPEC 8/4
15703		6.16	MEDICARE PAYMENT - SPEC 8/5
	Vendor Tota	101,864.59	
325031	J & B MATERIALS	30.31	PW - FACILITY MNTC SUPPLIES
	Vendor Tota	30.31	

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Check Number	Vendor Name	Amount	Description
325054	JANKOVICH COMPANY, LLC	1,819.60	PS - FLEET FUEL (6/22 - 6/30)
		490.35	PS - FLEET FUEL (6/22 - 6/30)
		38.40	PS - FLEET FUEL (6/22 - 6/30)
325124		2,272.57	PW - FLEET FUEL (6/22 - 6/30)
		1,505.45	PW - FLEET FUEL (6/15 - 6/21)
		1,193.13	PW - FLEET FUEL (6/22 - 6/30)
		818.44	PW - FLEET FUEL (6/15 - 6/21)
		581.33	PW - FLEET FUEL (6/22 - 6/30)
		568.83	PW - FLEET FUEL (6/22 - 6/30)
		414.73	PW - FLEET FUEL (6/22 - 6/30)
		351.23	PW - FLEET FUEL (6/15 - 6/21)
		306.80	PW - FLEET FUEL (6/15 - 6/21)
		303.06	PW - FLEET FUEL (6/22 - 6/30)
		177.83	CSR - FLEET FUEL (6/22 - 6/30)
		99.80	PW - FLEET FUEL (6/15 - 6/21)
		45.49	PW - FLEET FUEL (6/15 - 6/21)
325237		2,037.92	PS - FLEET FUEL (7/1 - 7/7)
		1,897.10	PW - FLEET FUEL (7/8 - 7/14)
		1,889.98	PS - FLEET FUEL (7/8 - 7/14)
		1,099.16	PW - FLEET FUEL (7/8 - 7/14)
		780.55	PW - FLEET FUEL (7/1 - 7/7)
		759.66	PW - FLEET FUEL (7/1 - 7/7)
		754.25	PW - FLEET FUEL (7/8 - 7/14)
		552.38	PW - FLEET FUEL (7/1 - 7/7)
		491.57	PW - FLEET FUEL (7/8 - 7/14)
		484.96	PS - FLEET FUEL (7/1 - 7/7)
		283.42	PW - FLEET FUEL (7/1 - 7/7)
		277.60	PS - FLEET FUEL (7/8 - 7/14)
		178.98	PW - FLEET FUEL (7/8 - 7/14)
		147.52	CSR - FLEET FUEL (7/1 - 7/7)
		132.65	PW - FLEET FUEL (7/1 - 7/7)
		124.29	PS - FLEET FUEL (7/1 - 7/7)
		121.96	PL - FLEET FUEL (7/1 - 7/7)
		110.16	PW - FLEET FUEL (7/8 - 7/14)
		86.15	PS - FLEET FUEL (7/8 - 7/14)
		70.78	CSR - FLEET FUEL (7/8 - 7/14)
325334		1,533.08	PW - FLEET FUEL (7/22 - 7/31)
		1,039.85	PW - FLEET FUEL (7/15 - 7/21)
		1,036.78	PW - FLEET FUEL (7/15 - 7/21)
		912.45	PW - FLEET FUEL (7/22 - 7/31)
		837.32	PW - FLEET FUEL (7/22 - 7/31)
		388.94	PW - FLEET FUEL (7/15 - 7/21)
		375.32	PW - FLEET FUEL (7/22 - 7/31)
		258.59	PW - FLEET FUEL (7/22 - 7/31)
		155.91	PW - FLEET FUEL (7/15 - 7/21)
		144.87	PW - FLEET FUEL (7/22 - 7/31)
		139.84	PW - FLEET FUEL (7/15 - 7/21)
325370		2,146.46	PS - FLEET FUEL (7/22 - 7/31)
		1,827.17	PS - FLEET FUEL (7/15 - 7/21)
		565.07	PS - FLEET FUEL (7/15 - 7/21)
		351.33	PS - FLEET FUEL (7/22 - 7/31)
		184.34	CSR - FLEET FUEL (7/15 - 7/21)
		107.52	PL - FLEET FUEL (7/15 - 7/21)
		77.68	PS - FLEET FUEL (7/22 - 7/31)
		76.74	PS - FLEET FUEL (7/15 - 7/21)
		62.57	CSR - FLEET FUEL (7/22 - 7/31)
325437		107.73	PL - FLEET FUEL (8/1 - 8/7)
		45.14	AS - FLEET FUEL (8/1 - 8/7)
Vendor Total		35,642.78	

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Check Number	Vendor Name	Amount	Description
325182	JHM SUPPLY LANDSCAPE AND	2,200.55	PW - LANDSCAPE MNTC SUPPLIES
		575.23	PW - LANDSCAPE MNTC SUPPLIES
		102.00	PW - LANDSCAPE MNTC SUPPLIES
325371		642.85	PW - LANDSCAPE MNTC SUPPLIES
	Vendor Tota	3,520.63	
325238	JMD NET	2,500.00	GEN - COMPUTER NETWORK SUPPORT (7/22)
	Vendor Tota	2,500.00	
325372	JOE GONSALVES & SON INC	3,000.00	CC - STATE LEGISLATIVE LOBBYIST (8/22)
	Vendor Tota	3,000.00	
325216	JOHN L HUNTER	1,088.75	CIP - SPANE PARK STORMWATER CAPTURE
325438		3,488.25	PW - STORMWATER MGMT SVCS (5/22)
		2,066.25	CIP - SPANE PK STORMWATER CAPTURE(5/22)
		1,991.25	PW - STORMWATER MGMT SVCS (6/22)
	Vendor Tota	8,634.50	
325081	JOHN'S WHOLESALE ELECTRIC, INC	927.64	PW - FACILITY MNTC SUPPLIES
325183		2,078.21	PW - FACILITY MNTC SUPPLIES
		728.47	PW - FACILITY MNTC SUPPLIES
	Vendor Tota	3,734.32	
325055	JUNIOR'S CONSTRUCTION, INC	48,834.18	CIP - CITY HALL LED LIGHTING
		11,900.00	CIP - PARAMOUNT PARK PICNIC SHELTER IMP
325373		680.00	PW - FACILITY MNTC SVCS
		500.00	PW - STREET MNTC SVCS
	Vendor Tota	61,914.18	
325374	KCV ENTERPRISES, INC	1,703.20	CSR - ENP LUAU MEAL (8/12)
	Vendor Tota	1,703.20	
325125	KEN MATSUI IMAGES PHOTOGRAPHY	425.00	CP - CC EVENT PHOTOS (3/29)
		425.00	PW - SUSTAINABILITY SUPPLIES
		425.00	CP - 19TH AMENDMENT UNVEILING
		425.00	CP - CC MEETING PHOTOS (4/5)
		425.00	CP - ECO-FRIENDLY EVENT
	Vendor Tota	2,125.00	
325286	KEN'S WELDING	766.00	PW - FACILITY MNTC SVCS
		505.00	PW - FACILITY MNTC SVCS
		490.00	PW - WATER OPER MNTC SVCS
		370.00	PW - FACILITY MNTC SVCS
		360.00	PW - WATER OPER MNTC SVCS
	Vendor Tota	2,491.00	
325375	KERNS, HAROLD E.	10.00	TAXI DIAL-A-RIDE REFUND
		4.00	TAXI MEDICAL REFUND
	Vendor Tota	14.00	
325455	KILEY & ASSOCIATES, LLC	3,333.33	CC - FEDERAL LEGISLATIVE LOBBYIST(7/22)
	Vendor Tota	3,333.33	
325150	KIRST PUMP & MACHINE WORKS INC	971.26	PW - FACILITY MNTC SVCS
325456		800.38	PW - FACILITY MNTC SUPPLIES
	Vendor Tota	1,771.64	

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Check Number	Vendor Name	Amount	Description
325056	KLM, INC.	656.02	PW - A/C SYSTEM SVCS (STATION)
		358.00	PW - A/C SYSTEM SVCS (COM CTR)
		255.00	PW - A/C SYSTEM SVCS (GYM)
		220.00	PW - KITCHEN REF MNTC
		172.50	PW - A/C SYSTEM SVCS (STATION)
325126		968.80	PW - A/C SYSTEM SVCS (WELL #15)
	Vendor Total	2,630.32	
325184	KONE, INC	1,260.84	PW - CLRWTR ELEVATOR MNTC (7/22 - 9/22)
	Vendor Total	1,260.84	
325057	L A COUNTY DEPT OF PUBLIC WORK	3,710.54	PW - INDUSTRIAL WASTE SVCS (5/22)
	Vendor Total	3,710.54	
325185	L A COUNTY DISTRICT ATTORNEY	12,028.10	PS - D.A. LEGAL SVCS (5/22)
	Vendor Total	12,028.10	
325151	L A COUNTY SHERIFF	9,025.41	PS - TRAFFIC ENFORCEMENT (JAG21) - 6/22
325186		483,579.45	PS - GENERAL LAW ENFORCEMENT (5/22)
		144,249.56	PS - SPECIAL ASSIGNMENT OFFICER (5/22)
		22,576.83	PS - SWORN SUPERVISION (5/22)
		421.26	PS - VEHICLE MDC (5/22)
		483,579.45	PS - GENERAL LAW ENFORCEMENT (6/22)
		144,249.56	PS - SPECIAL ASSIGNMENT OFFICER (6/22)
		22,576.83	PS - SWORN SUPERVISION (6/22)
		421.26	PS - VEHICLE MDC (6/22)
		17,015.05	PS - STREET RACING ENFORCEMENT (5/22)
		14,287.48	PS - TRANSIT ENFORCEMENT (5/22)
		6,516.28	PS - SCHOOL TRAFFIC SAFETY (5/22)
		3,422.74	PS - SUPERVISOR OVERTIME (5/22)
		3,247.90	PS - CRIME SUPPRESSION (5/22)
		2,608.50	PS - PARTY PATROL (5/22)
		521.70	PS - TRAFFIC ENFORCEMENT (5/22)
325217		7,795.00	PS - VEHICLE MDC
		1,671.18	PS - HELICOPTER SVCS (6/22)
	Vendor Total	1,367,765.44	
325082	L A SIGNS & BANNERS	5,446.31	CSR - COMMUNITY ART SIGNAGE (3)
		4,363.15	CSR - VETERANS MEMORIAL WALL
		1,928.25	CSR - VETERANS MEMORIAL WALL
325152		304.29	CP - MILITARY BANNER PROGRAM
	Vendor Total	12,042.00	
325313	L A ZOO	1,211.00	CSR - DAY CAMP EXCURSION (8/5)
	Vendor Total	1,211.00	
325153	L.N. CURTIS AND SONS	72.80	PS - UNIFORMS (SL)
325376		266.69	PS - UNIFORMS (BC)
		127.34	PS - UNIFORMS (KV)
	Vendor Total	466.83	
325377	LA WATERFRONT CRUISES LLC	400.00	CSR - ENP EXCURSION (8/17)
	Vendor Total	400.00	
325378	LAKESHORE LEARNING MATERIAL	793.67	CSR - PRESCHOOL SUPPLIES
	Vendor Total	793.67	
325127	LDI COLOR TOOLBOX	248.31	PS - COPIER OVERAGE (6/22)
		89.22	PW - COPIER OVERAGE (7/22)
	Vendor Total	337.53	
325239	LINCOLN AQUATICS	461.02	CSR - AQUATIC SUPPLIES
	Vendor Total	461.02	

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Check Number	Vendor Name	Amount	Description
325084	LINDSAY LUMBER CO., INC	565.37	PW - LANDSCAPE MNTC SUPPLIES
		455.68	PW - FACILITY MNTC SUPPLIES
		429.12	PW - GRAFFITI REMOVAL SUPPLIES
		354.11	PW - FACILITY MNTC SUPPLIES
		221.65	PW - FACILITY MNTC SUPPLIES
		187.82	PW - GRAFFITI REMOVAL SUPPLIES
		149.76	PW - FACILITY MNTC SUPPLIES
		114.41	PW - STREET MNTC SUPPLIES
		95.65	PW - STREET MNTC SUPPLIES
		75.04	PW - STREET MNTC SUPPLIES
		66.21	PW - FACILITY MNTC SUPPLIES
		62.56	PW - LANDSCAPE MNTC SUPPLIES
		59.48	PW - LANDSCAPE MNTC SUPPLIES
		57.56	PW - FACILITY MNTC SUPPLIES
		57.30	PW - LANDSCAPE MNTC SUPPLIES
		55.41	PW - STREET MNTC SUPPLIES
		50.66	PW - STREET MNTC SUPPLIES
		44.09	PW - LANDSCAPE MNTC SUPPLIES
		44.02	PW - FACILITY MNTC SUPPLIES
		43.13	PW - STREET MNTC SUPPLIES
		43.03	PW - FACILITY MNTC SUPPLIES
		38.55	PW - FACILITY MNTC SUPPLIES
		36.32	PW - STREET MNTC SUPPLIES
		30.86	PW - STREET MNTC SUPPLIES
		30.86	PW - STREET MNTC SUPPLIES
		28.49	PW - LANDSCAPE MNTC SUPPLIES
		28.18	PW - FACILITY MNTC SUPPLIES
		28.18	PW - STREET MNTC SUPPLIES
		28.18	PW - STREET MNTC SUPPLIES
		26.45	PW - STREET MNTC SUPPLIES
		25.34	PW - LANDSCAPE MNTC SUPPLIES
		20.29	PW - FACILITY MNTC SUPPLIES
		17.64	PW - WATER OPER MNTC SUPPLIES
		17.62	PW - FACILITY MNTC SUPPLIES
		17.62	PW - FACILITY MNTC SUPPLIES
		17.62	PW - STREET MNTC SUPPLIES
		17.42	PW - FACILITY MNTC SUPPLIES
		13.97	PW - FACILITY MNTC SUPPLIES
		13.22	PW - STREET MNTC SUPPLIES
		8.82	PW - LANDSCAPE MNTC SUPPLIES
		8.07	PW - LANDSCAPE MNTC SUPPLIES
		7.71	PW - FACILITY MNTC SUPPLIES
		7.71	PW - FACILITY MNTC SUPPLIES
		5.39	PW - FACILITY MNTC SUPPLIES
		3.86	PW - FACILITY MNTC SUPPLIES
		3.19	PW - FACILITY MNTC SUPPLIES
325287		16.50	CSR - STAR SUPPLIES
325335		273.75	PW - FACILITY MNTC SUPPLIES
		225.97	PW - FACILITY MNTC SUPPLIES
		192.84	PW - GRAFFITI REMOVAL SUPPLIES
		147.67	PW - WATER OPER MNTC SUPPLIES
		146.48	PW - STREET MNTC SUPPLIES
		89.49	PW - LANDSCAPE MNTC SUPPLIES
		82.65	PW - FACILITY MNTC SUPPLIES
		80.00	PW - STREET MNTC SUPPLIES
		61.71	PW - WATER OPER MNTC SUPPLIES
		59.47	PW - LANDSCAPE MNTC SUPPLIES
		58.50	PW - LANDSCAPE MNTC SUPPLIES
		53.40	PW - FACILITY MNTC SUPPLIES
		47.97	PW - STREET MNTC SUPPLIES

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Check Number	Vendor Name	Amount	Description
325335	LINDSAY LUMBER CO., INC	46.27	PW - WATER OPER MNTC SUPPLIES
		41.72	PW - STREET MNTC SUPPLIES
		39.51	PW - FACILITY MNTC SUPPLIES
		38.70	PW - STREET MNTC SUPPLIES
		38.20	PW - STREET MNTC SUPPLIES
		37.46	PW - FACILITY MNTC SUPPLIES
		35.00	PW - FACILITY MNTC SUPPLIES
		34.34	PW - FACILITY MNTC SUPPLIES
		31.94	PW - FACILITY MNTC SUPPLIES
		25.58	PW - FACILITY MNTC SUPPLIES
		25.49	PW - STREET MNTC SUPPLIES
		21.58	PW - WATER OPER MNTC SUPPLIES
		20.26	PW - FACILITY MNTC SUPPLIES
		18.51	PW - FACILITY MNTC SUPPLIES
		17.63	PW - LANDSCAPE MNTC SUPPLIES
		15.81	PW - FACILITY MNTC SUPPLIES
		6.62	PW - FACILITY MNTC SUPPLIES
		6.60	PW - LANDSCAPE MNTC SUPPLIES
		5.03	PW - FACILITY MNTC SUPPLIES
		4.99	PW - STREET MNTC SUPPLIES
		4.99	PW - STREET MNTC SUPPLIES
		-8.04	PW - FACILITY MNTC SUPPLIES (CREDIT)
325379		33.04	PW - LANDSCAPE MNTC SUPPLIES
		15.63	PW - STREET MNTC SUPPLIES
325457		164.96	CSR - STAR SUPPLIES
		53.93	CSR - STAR SUPPLIES
		33.05	CP - HERITAGE FESTIVAL
		8.37	CSR - STAR SUPPLIES
	Vendor Total	6,067.19	
325154	LITTLE FREE LIBRARY LTD	851.90	CSR - LITTLE LIBRARY (2)
325380		461.95	CSR - LITTLE LIBRARY (1)
	Vendor Total	1,313.85	
325155	LONG BEACH TRANSIT	89,161.00	CSR - LB TRANSIT SVCS (4/22 - 6/22)
		22,500.00	CSR - LB TRANSIT TAP (4/22 - 6/22)
	Vendor Total	111,661.00	
325128	LOPEZ, ANTONINA	1,000.00	FACILITY DEPOSIT REFUND (LOPEZ,9002551)
	Vendor Total	1,000.00	
325085	LUCAMBIO, HAROLD	1,178.00	PS - YAL SVCS (7/2 - 7/15)
325267		1,178.00	PS - YAL SVCS (7/16 - 7/29)
	Vendor Total	2,356.00	
325156	M. HARA LAWNMOWER CENTER	584.32	PW - GENERAL SMALL TOOLS
325187		398.33	PW - LANDSCAPE MNTC SUPPLIES
325381		889.82	PW - GENERAL SMALL TOOLS
	Vendor Total	1,872.47	
325157	M/D PLUMBING	250.00	PW - FACILITY MNTC SVCS
		250.00	PW - FACILITY MNTC SVCS
		250.00	PW - FACILITY MNTC SVCS
		250.00	PW - FACILITY MNTC SVCS
		212.50	PW - FACILITY MNTC SVCS
		85.00	PW - FACILITY MNTC SVCS
325240		335.00	PW - FACILITY MNTC SVCS
		250.00	PW - FACILITY MNTC SVCS
		250.00	PW - FACILITY MNTC SVCS
		170.00	PW - FACILITY MNTC SVCS
	Vendor Total	2,302.50	

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Check Number	Vendor Name	Amount	Description
325241	MAGIC JUMP RENTALS, INC	11,064.76	CP - HERITAGE FESTIVAL
	Vendor Tota	11,064.76	
325382	MAHANA DANCE COMPANY	600.00	CSR - ENP LUAU EVENT
	Vendor Tota	600.00	
325058	MAKEITPOP_PARTY DECOR	1,000.07	CSR - SUMMER CONCERT
	Vendor Tota	1,000.07	
325336	MALMER STRAPPING CO, INC.	551.80	PW - FACILITY MNTC SUPPLIES
	Vendor Tota	551.80	
325439	MARQUEZ, JORGE	300.00	CSR - SENIOR ENTERTAINMENT (8/18)
	Vendor Tota	300.00	
15682	MATRIX TRUST TPA 000363	44,152.08	RETIREE HEALTH TRUST (9/22)
	Vendor Tota	44,152.08	
325032	MB PAINTING	24,850.00	CIP - PARAMOUNT PARK PICNIC SHELTER IMP
		8,900.00	CIP - GYM REPAINTING
	Vendor Tota	33,750.00	
325188	MCMASTER-CARR SUPPLY CO	382.66	PW - FACILITY MNTC SUPPLIES
325458		538.34	PW - FACILITY MNTC SUPPLIES
	Vendor Tota	921.00	
325033	MDG ASSOCIATES, INC	1,450.50	FIN - FIVE YEAR CON PLAN (2022-2026)
325059		5,880.00	FIN - CDBG PROGRAM ADMIN (6/22)
		1,400.00	PL - RES ADMIN (8411 WILBARN) - 6/22
		1,400.00	PL - RES ADMIN (13444 JETMORE) - 6/22
		1,400.00	PL - RES ADMIN (16317 HUNSAKER) - 6/22
		1,400.00	PL - RES ADMIN (15340 VERDURA) - 6/22
		2,766.75	PL - SBA RELIEF ADMIN SVCS (6/22)
		1,479.00	PL - ARCH SVCS (8220 ALONDRA)
		.00	PL - ARCH SVCS (8220 ALONDRA)
		1,291.50	PL - CDBG-CV TA ADMIN SVCS (6/22)
		1,125.00	FIN - HOME PROGRAM ADMIN (6/22)
		300.00	PL - APPRAISAL SVCS (15340 VERDURA)
		292.50	PL - SBA RELIEF ADMIN SVCS (6/22)-GF
	Vendor Tota	20,185.25	
325086	MEZA, MARJORIE	912.00	PS - YAL SVCS (7/2 - 7/15)
325268		912.00	PS - YAL SVCS (7/16 - 7/29)
	Vendor Tota	1,824.00	
325242	MIRANDA, JAVIER	160.00	PW -WATER DISTRIBUTION CERTIFICATE (JM)
	Vendor Tota	160.00	
325243	MMASC	90.00	PS - MMASC MEMBERSHIP (DE)
	Vendor Tota	90.00	
325060	MMC, INC	71,255.70	CIP - WELL #16 CONSTRUCTION (5/22-ARPA)
325317		80,979.12	CIP - WELL #16 CONSTRUCTION (6/22-ARPA)
		229,603.09	CIP - WELL #16 CONSTRUCTION (6/22)
	Vendor Tota	381,837.91	
325244	MOBILE RELAY ASSOCIATES	725.00	GEN - WIRELESS SITE RENT (8/22)
	Vendor Tota	725.00	
325061	MRC SMART TECHNOLOGY SOLUTIONS	1,327.47	GEN - PRINTER TONER (7/22)
325440		1,327.47	GEN - PRINTER TONER (8/22)
	Vendor Tota	2,654.94	

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Check Number	Vendor Name	Amount	Description
325318	NAPA AUTO PARTS	46.44	PW - GRAFFITI REMOVAL SUPPLIES
		33.72	PW - GRAFFITI REMOVAL SUPPLIES
		-78.21	PW - GRAFFITI REMOVAL SUPPLIES (CREDIT)
	Vendor Total	1.95	
325034	NATURAL STRUCTURES, INC	1,575.78	CSR - RECREATION SUPPLIES
	Vendor Total	1,575.78	
325288	NOW DOCS INTERNATIONAL, INC.	198.48	FIN - CHECK STOCK
	Vendor Total	198.48	
325087	OFFICE DEPOT, INC.	963.90	CSR - STAR SUPPLIES
		444.53	CSR - STAR SUPPLIES
		362.91	CSR - STAR SUPPLIES
		149.92	CSR - STAR SUPPLIES
		62.62	CSR - STAR SUPPLIES
325129		204.14	CSR - STAR SUPPLIES
		193.95	CSR - STAR SUPPLIES
		103.15	CSR - STAR SUPPLIES
325189		59.26	CSR - MEETING EXPENSE
325245		170.34	PS - OFFICE SUPPLIES
		-19.11	PS - OFFICE SUPPLIES (CREDIT)
		-22.39	PS - OFFICE SUPPLIES (CREDIT)
325269		964.69	CSR - STAR SUPPLIES
		958.51	CSR - STAR SUPPLIES
		830.16	CSR - STAR SUPPLIES
		655.22	CSR - STAR SUPPLIES
		510.49	CSR - STAR SUPPLIES
		424.41	CSR - STAR SUPPLIES
		424.19	CSR - STAR SUPPLIES
		355.62	CSR - STAR SUPPLIES
		326.45	CSR - STAR SUPPLIES
		148.15	CSR - STAR SUPPLIES
		134.78	CSR - STAR SUPPLIES
		106.92	CSR - STAR SUPPLIES
		90.16	CSR - OFFICE SUPPLIES
		69.28	CSR - STAR SUPPLIES
		40.85	CSR - STAR SUPPLIES
		34.66	CSR - STAR SUPPLIES
		31.28	CSR - MEETING EXPENSE
		26.80	CSR - STAR SUPPLIES
		23.99	CSR - STAR SUPPLIES
		23.57	CSR - STAR SUPPLIES
		20.75	CSR - STAR SUPPLIES
325337		80.70	FIN - OFFICE SUPPLIES
325383		768.61	CSR - STAR SUPPLIES
		685.09	CSR - STAR SUPPLIES
		149.04	CSR - STAR SUPPLIES
		141.08	CSR - STAR SUPPLIES
		130.57	CSR - STAR SUPPLIES
325459		148.44	CSR - STAR SUPPLIES
		144.84	CSR - STAR SUPPLIES
	Vendor Total	11,122.52	

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Check Number	Vendor Name	Amount	Description
325035	OFFICE SOLUTIONS	74.85	PL - OFFICE SUPPLIES
		43.96	PW - OFFICE SUPPLIES
325062		1,283.96	CSR - OFFICE SUPPLIES
325190		2,312.99	GEN - PAPER STOCK
		162.01	GEN - OFFICE SUPPLIES
		21.53	PL - OFFICE SUPPLIES
325384		628.23	PW - HOUSEHOLD SUPPLIES
		403.83	GEN - OFFICE SUPPLIES
		292.33	PW - HOUSEHOLD SUPPLIES
		32.79	PL - OFFICE SUPPLIES
325460		750.64	GEN - OFFICE SUPPLIES
	Vendor Total	6,007.12	
15698	OPENEDGE	3,520.13	GEN - UB WEB BANK CHARGES (7/22)
	Vendor Total	3,520.13	
325424	ORGANIZACION MUSICAL MILANES	2,100.00	CP - HERITAGE FESTIVAL
	Vendor Total	2,100.00	
325385	OVERLAND PACIFIC & CUTLER INC	87.50	PL - PROPERTY MGMT SVCS (2/22)
		28.75	PL - PROPERTY MGMT SVCS (5/22)
	Vendor Total	116.25	
325088	PACIFIC EH & S SVCS, INC	4,095.00	HR - EMPLOYEE SAFETY TRAINING
325386		1,170.00	HR - EMPLOYEE SAFETY TRAINING
	Vendor Total	5,265.00	
325191	PACIFIC FLOOR COMPANY, INC	54,012.00	CIP - GYM IMPROVEMENTS
	Vendor Total	54,012.00	
325192	PACIFIC OFFICE PRODUCTS	324.76	PL - OFFICE CHAIR
325387		59.70	PL - OFFICE SUPPLIES
	Vendor Total	384.46	
325388	PACIFIC ONESOURCE INC.	5,984.56	CSR - SMART BOARD
	Vendor Total	5,984.56	
325158	PACIFIC RIM AUTOMATION, INC.	1,080.00	PW - SCADA SYSTEM MNTC (7/22)
325338		1,080.00	PW - SCADA SYSTEM MNTC (8/22)
	Vendor Total	2,160.00	
325246	PARAMOUNT JOURNAL	178.75	CM - PUBLISHED NOTICE (6/23)
		90.75	CM - PUBLISHED NOTICE (6/23)
325389		112.75	PL - PUBLISHED NOTICE (7/28)
	Vendor Total	382.25	
325339	PARKINS & ASSOCIATES	1,250.00	PW - PARK MNTC CONSULTANT (7/22)
	Vendor Total	1,250.00	
325390	PARTY PRINCESS PRODUCTIONS	470.00	CP - COMMISSIONER'S APPRECIATION DINNER
	Vendor Total	470.00	
325247	PARTY PRONTO, INC	2,540.00	CP - HERITAGE FESTIVAL
	Vendor Total	2,540.00	
325248	PARTY UNLIMITED RENTAL	3,348.87	CP - HERITAGE FESTIVAL
		65.70	CP - HERITAGE FESTIVAL
	Vendor Total	3,414.57	
15706	PATH POINT MERCHANT SVCS, LLC	99.57	GEN - ONLINE PERMIT SVCS (7/22)
	Vendor Total	99.57	

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325108	PEREZ, DAILEEN	140.80	CSR - FOLKLORICO ADULT CLASS (6/22)
		105.60	CSR - LATIN DANCE CLASS (6/22)
		422.40	CSR - FOLKLORICO/LATIN CLASS (6/22)
		35.20	CSR - HIP HOP CLASS (6/22)
325391		140.80	CSR - FOLKLORICO ADULT CLASS (7/22)
		176.00	CSR - LATIN SALSA DANCE CLASS (7/22)
		457.60	CSR - FOLKLORICO BEYOND SPECTRUM (7/22)
		211.20	CSR - HIP HOP CLASS (7/22)
	Vendor Tota	1,689.60	
325392	PEREZ-LEON, DANALY	564.00	CSR - FOLKLORICO TOTS CLASS (7/22)
		528.00	CSR - FOLKLORICO BEGINNER CLASS (7/22)
		316.80	CSR - FOLKLORICO INTER/ADV CLASS (7/22)
	Vendor Tota	1,408.80	
325218	PETTY CASH	733.34	PETTY CASH REPLENISHMENT
325249		1,100.00	CP - HERITAGE FESTIVAL
325250		300.00	CP - HERITAGE FESTIVAL
325289		220.00	PC - PLANNING COMMISION MEETING
	Vendor Tota	2,353.34	
325130	POLLARDWATER.COM	1,070.38	PW - WATER OPER MNTC SUPPLIES
325193		860.64	PW - WATER OPER MNTC SUPPLIES
	Vendor Tota	1,931.02	
325131	POLYDOT	3,857.92	CP - AROUND TOWN (7/22)
325422		91.16	PW - SURVEY POSTCARDS (8/22)
	Vendor Tota	3,949.08	
325036	POOL & ELECTRICAL PRODUCTS, INC	187.37	PW - FACILITY MNTC SUPPLIES
325194		60.01	PW - FACILITY MNTC SUPPLIES
325393		76.50	PW - FACILITY MNTC SUPPLIES
325461		283.41	PW - FACILITY MNTC SUPPLIES
		74.23	PW - FACILITY MNTC SUPPLIES
	Vendor Tota	681.52	
325251	PREFERRED IMPRESSIONS, INC	440.00	PW - STREET MNTC SUPPLIES
	Vendor Tota	440.00	
325132	PRIME GOVERNMENT SOLUTIONS, INC	7,500.00	CM - AGENDA MGMT PROGRAM
	Vendor Tota	7,500.00	
325195	Q DOXS	712.22	CSR - COPIER USAGE (7/22)
		171.11	CSR - COPIER USAGE OVERAGE (6/22)
325271		412.34	GEN - COLOR COPIER USAGE (8/22)
		527.74	GEN - COLOR COPIER OVERAGE (7/22)
		132.30	GEN - COPIER USAGE (8/22)
		41.31	GEN - COPIER OVERAGE (7/22)
325394		84.89	PL - COPIER USAGE (8/22)
	Vendor Tota	2,081.91	
325395	R.T.E. WELDING & TANK PARTS	773.31	PW - WATER OPER MNTC SUPPLIES
	Vendor Tota	773.31	
325290	RAMIREZ, ANGIE	57.00	PARKING CITATION REFUND (RAMIREZ)
	Vendor Tota	57.00	
325037	RAYVERN LIGHTING SUPPLY CO INC	83.35	PW - FACILITY MNTC SUPPLIES
325462		272.32	PW - FACILITY MNTC SUPPLIES
	Vendor Tota	355.67	
325396	RAZZOUK, MARC	1,560.00	CSR - PHIT INSTRUCTOR (7/22)
	Vendor Tota	1,560.00	

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15637	RELIANCE TRUST COMPANY	1,038.46	FT DEF COMP 457 - SPEC 7/15
15641		5,000.00	FT DEF COMP 457 - SPEC 7/15
15645		79.32	PT DEF COMP 457 - SPEC 7/15
15650		12.41	PT DEF COMP 457 - SPEC 7/19
15654		11,634.34	FT DEF COMP 457 - PPE 7/15
15655		8,362.40	PT DEF COMP 457 - PPE 7/15
15656		2,070.00	DEF COMP 457 ROTH - PPE 7/15
15666		37.22	PT DEF COMP 457 - SPEC 7/25
15678		73.82	PT DEF COMP 457 - SPEC 7/29
15686		11,523.58	FT DEF COMP 457 - PPE 7/29
15687		8,080.07	PT DEF COMP 457 - PPE 7/29
15688		2,070.00	DEF COMP 457 ROTH - PPE 7/29
15701		21.92	PT DEF COMP 457 - SPEC 8/4
15704		15.95	PT DEF COMP 457 - SPEC 8/5
15657		157.66	401A EXEC LOAN PAYMENT - PPE 7/15
15658		861.28	401A LOAN PAYMENT - PPE 7/15
15659		1,391.20	457 LOAN PAYMENT - PPE 7/15
15689		157.66	401A EXEC LOAN PAYMENT - PPE 7/29
15690		861.28	401A LOAN PAYMENT - PPE 7/29
15691		1,391.20	457 LOAN PAYMENT - PPE 7/29
15660		747.04	FT 401 QUAL COMP - PPE 7/15
15692		747.04	FT 401 QUAL COMP - PPE 7/29
	Vendor Total	56,333.85	
325319	REMMI CONSTRUCTION, INC	18,500.00	CIP - GYM IMPROVEMENT (P68-PER CAPITA)
	Vendor Total	18,500.00	
325320	RETAIL MARKETING SERVICES	265.00	PW - CART SERVICES (6/22)
	Vendor Total	265.00	
325063	RIVERA, JULIO	200.00	CSR - SENIOR ENTERTAINMENT (7/7)
325321		200.00	CRS - SENIOR ENTERTAINMENT (8/4)
325423		200.00	CSR - SENIOR ENTERTAINMENT (6/2)
	Vendor Total	600.00	
325064	ROADLINE PRODUCTS INC	1,557.28	PW - STREET MNTC SUPPLIES
325089		1,675.80	PW - STREET MNTC SUPPLIES
		601.25	PW - STREET MNTC SUPPLIES
		482.89	PW - STREET MNTC SUPPLIES
325252		2,144.75	PW - STREET MNTC SUPPLIES
325463		2,494.60	PW - TRAFFIC SAFETY SUPPLIES
		2,179.88	PW - STREET MNTC SUPPLIES
		1,373.00	PW - STREET MNTC SUPPLIES
	Vendor Total	12,509.45	
325133	ROBINSON, FREDTRICE ERICA	150.00	FACILITY DEPOSIT REFUND (ROBINSON,7303)
	Vendor Total	150.00	
325196	RODGER'S CATERING	2,196.73	GEN - CC MEETING EXPENSE (7/12)
325219		1,703.36	CP - NATIONAL NIGHT OUT EVENT
325397		2,446.45	CP - COMMISSIONER'S APPRECIATION DINNER
	Vendor Total	6,346.54	
325090	RON'S MAINTENANCE	7,798.00	PW - CATCH BASIN MNTC (6/22)
		3,899.00	PW - CATCH BASIN STENCIL LOGO
	Vendor Total	11,697.00	
325197	ROYAL PAPER CORPORATION	650.40	PW - HOUSEHOLD SUPPLIES
325464		2,127.66	PW - LANDSCAPE MNTC SUPPLIES
	Vendor Total	2,778.06	

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Check Number	Vendor Name	Amount	Description
325159	RPW SERVICES, INC.	3,600.00	PW - LANDSCAPE MNTC SVCS
		3,000.00	PW - LANDSCAPE MNTC SVCS
		190.00	PW - PEST CONTROL SVCS (COM CTR)
		190.00	PW - PEST CONTROL SVCS (COM CTR)
		120.00	PW - PEST CONTROL SVCS (SIDEWALKS)
		95.00	PW - PEST CONTROL SVCS (STATION)
		95.00	PW - PEST CONTROL SVCS (POND)
		90.00	PW - PEST CONTROL SVCS (CIVIC CENTER)
		88.00	PW - PEST CONTROL SVCS (GYM)
		88.00	PW - PEST CONTROL SVCS (PARAMOUNT PARK
		88.00	PW - PEST CONTROL SVCS (PROGRESS PARK)
		88.00	PW - PEST CONTROL SVCS (DILLS PARK)
		88.00	PW - PEST CONTROL SVCS (SALUD PARK)
		88.00	PW - PEST CONTROL SVCS (SPAN PARK)
		80.00	PW - PEST CONTROL SVCS (ALL AMERICAN P
		80.00	PW - PEST CONTROL SVCS (CITY YARD)
		70.00	PW - PEST CONTROL SVCS (CITY HALL)
		65.00	PW - PEST CONTROL SVCS (FIREHOUSE)
		45.00	PW - PEST CONTROL SVCS (SNACK SHACK)
325465		80.00	PW - PEST CONTROL SVCS (CITY YARD)
		90.00	PW - PEST CONTROL SVCS (CIVIC CENTER)
		88.00	PW - PEST CONTROL SVCS (GYM)
		80.00	PW - PEST CONTROL SVCS(ALL AMERICAN PK)
		88.00	PW - PEST CONTROL SVCS (PARAMOUNT PARK)
		88.00	PW - PEST CONTROL SVCS (DILLS PARK)
		88.00	PW - PEST CONTROL SVCS (SALUD PARK)
		88.00	PW - PEST CONTROL SVCS (SPAN PARK)
		120.00	PW - PEST CONTROL SVCS (SIDEWALKS)
		95.00	PW - PEST CONTROL SVCS (POND)
		88.00	PW - PEST CONTROL SVCS (PROGRESS PARK)
		190.00	PW - PEST CONTROL SVCS (COM CTR)
		95.00	PW - PEST CONTROL SVCS (STATION)
		65.00	PW - PEST CONTROL SVCS (FIREHOUSE)
		45.00	PW - PEST CONTROL SVCS (SNACK SHACK)
		190.00	PW - PEST CONTROL SVCS (COM CTR)
	Vendor Tota	9,826.00	
325398	RYDIN	477.02	PS - GUEST PARKING PERMITS
	Vendor Tota	477.02	
325322	S & J SUPPLY CO.	1,320.09	PW - WATER OPER MNTC SUPPLIES
		-650.18	PW - WATER OPER MNTC SUPPLIES (CREDIT)
	Vendor Tota	669.91	
325198	S & S WORLDWIDE	2,392.43	CSR - STAR SUPPLIES
		1,131.55	CSR - STAR SUPPLIES
325399		111.00	CSR - STAR SUPPLIES
325466		693.75	CSR - STAR SUPPLIES
	Vendor Tota	4,328.73	
325134	SAIS, SANDRA	150.00	FACILITY DEPOSIT REFUND (SAIS, 7291)
	Vendor Tota	150.00	
325065	SALCO GROWERS, INC.	519.55	PW - LANDSCAPE MNTC SUPPLIES
		519.55	PW - LANDSCAPE MNTC SUPPLIES
325400		89.58	PW - LANDSCAPE MNTC SUPPLIES
	Vendor Tota	1,128.68	
325066	SCA OF CA, LLC	17,384.90	PW - STREET SWEEPING (6/22)
	Vendor Tota	17,384.90	

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Check Number	Vendor Name	Amount	Description
325038	SCOTT FAZEKAS & ASSOCIATES,	56,103.98	PL - PLAN CHECK SVCS (6/22)
		500.00	PL - BLDG OFFICIAL SVCS (6/22)
	Vendor Tota	56,603.98	
325253	SECTRAN SECURITY INC	626.81	GEN - ARMORED CAR SVC (7/22)
	Vendor Tota	626.81	
325039	SILVERLAKE CONSTRUCTION	30,868.20	CIP - SNACK SHACK RENOVATION
		860.00	CIP - SNACK SHACK RENOVATION
	Vendor Tota	31,728.20	
325040	SMART & FINAL IRIS CO	69.43	PS - MEETING SUPPLIES
325199		362.15	CSR - STAR SUPPLIES
		175.96	CSR - STAR SUPPLIES
		121.55	CSR - STAR SUPPLIES
		92.71	GEN - CC MEETING EXPENSE (7/12)
		17.97	CSR - MEETING EXPENSE
325254		177.52	PS - NW MEETING EXPENSE
325272		275.37	CSR - STAR SUPPLIES
		92.71	CSR - STAR SUPPLIES
		89.98	CSR - ENP SUPPLIES
		84.52	CSR - SUMMER CONCERT
		75.40	CSR - ENP EVENT SUPPLIES
325401		433.73	CSR - STAR SUPPLIES
		214.82	GEN - CC MEETING EXPENSE (8/2)
		180.32	CSR - SUMMER CONCERT SUPPLIES
		122.34	GEN - CC MEETING EXPENSE (8/2)
		88.04	GEN - CC MEETING EXPENSE (8/2)
		66.94	GEN - CC MEETING EXPENSE (8/2)
		42.85	CSR - FACILITIES SUPPLIES
		9.58	GEN - CC MEETING EXPENSE (8/2)
325402		281.74	GEN - KITCHEN SUPPLIES
		97.36	GEN - KITCHEN SUPPLIES
325403		90.93	CP - NATIONAL NIGHT OUT EVENT
		19.99	PS - MEETING EXPENSE
325441		54.04	PS - MEETING EXPENSE
	Vendor Tota	3,337.95	
325200	SMITH PAINT	1,961.90	PW - TRAFFIC SAFETY SUPPLIES
		862.49	PW - LANDSCPE MNTC SUPPLIES
		-92.39	PW - FACILITY MNTC SUPPLIES (CREDIT)
325340		2,550.47	PW - TRAFFIC SAFETY SUPPLIES
		1,373.33	PW - TRAFFIC SAFETY SUPPLIES
		1,177.14	PW - TRAFFIC SAFETY SUPPLIES
		-2,550.47	PW - TRAFFIC SAFETY SUPPLIES (CREDIT)
325404		308.15	PW - FACILITY MNTC SUPPLIES
	Vendor Tota	5,590.62	
325160	SO CAL INDUSTRIES	606.38	PW - LANDSCAPE MNTC SVCS
	Vendor Tota	606.38	
325135	SOURCE GRAPHICS	1,651.10	PW - WATER OPER MNTC SUPPLIES
325273		72.77	GEN - BUSINESS CARDS (IR)
325405		145.53	GEN - BUSINESS CARDS (SB, AD)
325442		1,002.17	PS - TEMPORARY PARKING PERMITS
		429.98	PS - ADMIN CITATION BOOKLETS
	Vendor Tota	3,301.55	
325161	SOUTHEAST AREA ANIMAL CONTROL	75.00	PS - PETS FOR TROOPS
	Vendor Tota	75.00	

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Check Number	Vendor Name	Amount	Description
325162	SOUTHERN CALIFORNIA EDISON CO.	43,862.78	GEN - FACILITIES & PARKS (6/22)
		3,698.77	GEN - CLRWTR BLDG (6/22)
		792.03	GEN - PARAMOUNT PARK (6/22)
		33,043.29	PW - WATER PRODUCTION WELLS (6/22)
		7,453.28	PW - STREET LIGHTS & MEDIANS (6/22)
	Vendor Total	88,850.15	
325136	SPECIAL SPIRIT, INC	480.00	CSR - ADAPTIVE RECREATION EXCURSION
	Vendor Total	480.00	
325291	SPECTRUM	6,549.22	GEN - INTERNET SVCS (8/22)
		104.37	GEN - CITY HALL CABLE (8/22)
	Vendor Total	6,653.59	
15667	STATE BOARD OF EQUALIZATION	4,456.00	SALES TAX REMITTANCE (FY2022)
		-.31	SALES TAX ROUNDING-OFF ADJ (FY2022)
		.31	SALES TAX ROUNDING-OFF ADJ (FY2022)
	Vendor Total	4,456.00	
325103	STATE DISBURSEMENT UNIT	430.00	PAYROLL DEDUCTION - PPE 7/15
325292		430.00	PAYROLL DEDUCTION - PPE 7/29
325104		115.38	PAYROLL DEDUCTION - PPE 7/15
325293		115.38	PAYROLL DEDUCTION - PPE 7/29
	Vendor Total	1,090.76	
325201	STEAMX - SIGNAL HILL	1,530.83	PW - FACILITY MNTC SUPPLIES
325255		710.08	PW - FACILITY MNTC SVCS
	Vendor Total	2,240.91	
325220	STEPHEN DORECK	4,406.25	PW - WTR SVC INSTALL (13622 FANSHAW)
	Vendor Total	4,406.25	
325406	STEVE A FILARSKY	175.00	HR - LEGAL SVCS (7/22)
	Vendor Total	175.00	
325067	STUDIO ONE ELEVEN	2,000.00	CIP - BUS SHELTERS
325256		9,540.00	PL - AL FRESCO DINING PROJECT
	Vendor Total	11,540.00	
325407	SUGAR FROM THE HEART	225.00	GEN - CC MEETING EXPENSE (7/12)
	Vendor Total	225.00	
325467	SUNBELT RENTALS, INC	831.16	PW - STREET MNTC SUPPLIES
	Vendor Total	831.16	
325202	SUPERIOR COURT OF CALIFORNIA	18,992.00	PS - PARKING VIOLATIONS (6/22)
	Vendor Total	18,992.00	
325163	SUPERIOR PROTECTION SERVICES	1,268.24	CSR - PARK SUPERVISION SVCS (6/18-6/24)
		1,147.66	CSR - PARK SUPERVISION SVCS (6/25-7/1)
325274		1,611.14	CSR - PARK SUPERVISION SVCS (7/2 - 7/8)
		1,197.00	CSR - PARK PATROL SVCS (7/22)
325408		1,493.27	CSR - PARK SUPERVISION SVCS (7/9-7/15)
		1,490.22	CSR - PARK SUPERVISION SVCS (7/16-7/22)
		1,482.92	CSR - PARK SUPERVISION SVCS (7/23-7/29)
		1,197.00	CSR - PARK PATROL SVCS (8/22)
	Vendor Total	10,887.45	
325443	SWANK MOTION PICTURES, INC.	930.00	CSR - RECREATION SUPPLIES
	Vendor Total	930.00	
325409	SWIFTCOMPLY	2,005.00	PW - SOFTWARE MNTC SVCS
	Vendor Total	2,005.00	

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Check Number	Vendor Name	Amount	Description
325294	TAFOYA, VICKY	1,300.00	CSR - SUMMER CONCERT (8/12)
	Vendor Tota	1,300.00	
325105	TANAKA FARMS	1,028.80	CSR - DAY CAMP EXCURSION (7/22)
	Vendor Tota	1,028.80	
325410	TARGET SPECIALTY PRODUCTS INC	1,462.91	PW - LANDSCAPE MNTC SUPPLIES
	Vendor Tota	1,462.91	
325068	TAYLOR'S LOCK & KEY SVCS	13.50	PW - LANDSCAPE MNTC SUPPLIES
325411		8.70	PW - FACILITY MNTC SUPPLIES
	Vendor Tota	22.20	
325203	TEAMSTERS LOCAL 911	597.00	PAYROLL DEDUCTION - PPE 7/15
325295		597.00	UNION DUES - PPE 7/29
	Vendor Tota	1,194.00	
325069	TECHNICAL & BUSINESS SYSTEMS	8,426.38	PL - AIR MONITORING SVCS (6/22)
325412		14,122.13	PL - AIR MONITORING SVCS (5/22)
325468		10,098.21	PL - AIR MONITORING SVCS (7/22)
	Vendor Tota	32,646.72	
325137	TETRA TECH, INC	2,100.00	PW - SLUDGE DISPOSAL (WELL #16)
		1,707.00	PW - ARSENIC REMOVAL (WELL #16)
	Vendor Tota	3,807.00	
325257	THE CAVANAUGH LAW GROUP, APLC	19,426.00	CA - CITY ATTORNEY SVCS (7/22)
		8,269.80	PS - CITY PROSECUTOR (7/22)
	Vendor Tota	27,695.80	
325138	THE PLOTTER DOCTOR	999.80	CSR - STREET MNTC SUPPLIES
	Vendor Tota	999.80	
325091	THE SAUCE CREATIVE SERVICES	388.58	CSR - HEY! FLYERS
325275		2,446.95	CP - HERITAGE FESTIVAL
		1,889.53	CP - EXPLORE PARAMOUNT SUPPLIES
		1,339.40	CSR - SPORTS UNIFORMS
		1,244.25	CP - HERITAGE FESTIVAL
		1,242.63	PW - WATER CONSERVATION BANNER
		1,206.75	CSR - HERITAGE PARADE MAP BANNERS
		1,192.63	CSR - SENIOR THANKSGIVING DINNER
		1,047.90	CSR - AQUATIC SUPPLIES
		545.88	CSR - STAR FLYERS
		400.00	CSR - SUMMER CONCERT
		225.00	CSR - VETERANS WALL OF HONOR FLYER
		225.00	CSR - FREE SWIM JANICE HAHN
		200.00	CP - HERITAGE FESTIVAL
325296		2,393.73	CP - CITY OF PARAMOUNT ENAMEL PINS
325413		1,696.93	CP - HERITAGE FESTIVAL
		1,574.34	CP - HERITAGE FESTIVAL
		551.00	CSR - HERITAGE CAR SHOW WINDOW CLING
		308.84	CP - HERITAGE FESTIVAL
	Vendor Tota	20,119.34	
15683	TOTAL ADMINISTRATIVE SERVICES	394.21	FT FSA - PPE 7/15
15707		394.21	FT FSA - PPE 7/29
325258		191.10	HR - FSA ACCT SVCS (9/22 - 11/22)
	Vendor Tota	979.52	
325106	TRAVEL TOWN MUSEUM FOUNDATION	150.00	CSR - ENP EXCURSION (7/15)
	Vendor Tota	150.00	

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Check Number	Vendor Name	Amount	Description
15646	U S BANK	161,293.17	PW - IBANK-2 PRINCIPAL (FY 2023)
		94,597.02	PW - IBANK-2 INTEREST (2/22 - 7/22)
		18,732.08	PW - IBANK-2 ANNUAL FEE (FY 2023)
		-78,830.85	REV FY22 IBANK-2 INT ACCRUAL (2/22-6/22)
		78,830.85	REV FY22 IBANK-2 INT ACCRUAL (2/22-6/22)
15647		165,781.97	PW - I-BANK-1 PRINCIPAL (FY 2023)
		66,069.06	PW - I-BANK-1 INTEREST (2/22-7/22)
		11,976.26	PW - I-BANK-1 ANNUAL FEE (FY 2023)
		-55,057.55	REV FY22 IBANK-1 INT ACCRUAL (2/22-6/22)
		55,057.55	REV FY22 IBANK-1 INT ACCRUAL (2/22-6/22)
	Vendor Total	518,449.56	
325164	U S POSTAL SVC/ U S POSTMASTER	2,962.80	CP - AROUND TOWN POSTAGE (7/22)
325341		3,000.00	FIN - BULK MAIL PERMIT #3
	Vendor Total	5,962.80	
325414	ULINE SHIPPING SUPPLY	905.91	CSR - STAR SUPPLIES
	Vendor Total	905.91	
325165	UNDERGROUND SERVICE ALERT	135.40	PW - WATER OPER MNTC SVCS (6/22)
325204		161.80	PW - WATER OPER MNTC SVCS (5/22)
325342		141.25	PW - WATER OPER MNTC SVCS (7/22)
		51.76	PW - WATER OPER MNTC SVCS (7/22)
	Vendor Total	490.21	
325092	UNITED RENTALS	7,215.87	CSR - SOLAR SEA BIN (PARAMOUNT PARK)
		7,215.87	CSR - SOLAR SEA BIN (ALONDRA SCHOOL)
	Vendor Total	14,431.74	
325297	UNITED STATES TREASURY	636.00	PAYROLL DEDUCTION - PPE 7/29
	Vendor Total	636.00	
325041	UNIVAR USA	2,131.68	PW - FACILITY MNTC SUPPLIES
		1,982.69	PW - WATER OPER MNTC SUPPLIES
		1,038.99	PW - FACILITY MNTC SUPPLIES
		1,006.02	PW - WATER OPER MNTC SUPPLIES
		983.33	PW - WATER OPER MNTC SUPPLIES
325205		2,039.35	PW - WATER OPER MNTC SUPPLIES
		983.33	PW - WATER OPER MNTC SUPPLIES
		894.67	PW - FACILITY MNTC SUPPLIES
		679.27	PW - FACILITY MNTC SUPPLIES
325298		2,140.40	PW - WATER OPER MNTC SUPPLIES
		1,285.33	PW - WATER OPER MNTC SUPPLIES
325415		1,373.16	PW - FACILITY MNTC SUPPLIES
		665.64	PW - FACILITY MNTC SUPPLIES
	Vendor Total	17,203.86	
325416	UNIVERSITY TROPHIES	173.10	CC - NAMEPLATES
		92.33	CP - PLAQUE (BS)
		73.04	CP - MAYOR'S AWARD
	Vendor Total	338.47	
325417	US BANK VOYAGER FLEET	195.63	PW - CNG FUEL (7/22)
		292.66	PW - CNG FUEL (7/22)
	Vendor Total	488.29	
325469	USA BLUEBOOK	340.58	PW - LANDSCAPE MNTC SUPPLIES
	Vendor Total	340.58	
325470	VALVERDE CONSTRUCTION	6,849.95	PW - WATER SVC REPAIR (14120 PARAMOUNT)
	Vendor Total	6,849.95	

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Check Number	Vendor Name	Amount	Description
325206	VERIZON WIRELESS - LA	68.65	AS - CELLULAR SERVICE (7/22)
		17.17	PS - CELLULAR SERVICE (7/22)
		489.48	PS - CELLULAR SERVICE (7/22)
		190.05	PS - CELLULAR SERVICE (7/22)
		390.02	PW - CELLULAR SERVICE (7/22)
		362.60	CSR - CELLULAR SERVICE (7/22)
		1,343.44	CSR - STAR CELLULAR SERVICE (7/22)
		76.02	PL - CELLULAR SERVICE (7/22)
		51.97	CM - CELLULAR SERVICE (7/22)
		-44.06	CM - CELLULAR SERVICE (JM) - CREDIT
		38.05	PW - USB AIRCARD WELLS #13 & #14 (7/22)
		10.02	GEN - EOC CELLULAR & P/R DEVICE (7/22)
		41.08	AS - SOCIAL MEDIA CELLULAR SVC (7/22)
		45.05	PW - CELLULAR EQUIPMENT (7/22)
	Vendor Tota	3,079.54	
325299	VIDIFLO, LLC	3,601.50	GEN - MICROPHONE REPLACEMENT
	Vendor Tota	3,601.50	
325139	VISION SERVICE PLAN	1,918.20	VISION INSURANCE (8/22)
	Vendor Tota	1,918.20	
325221	WALMART COMMUNITY	58.40	CSR - PEP SUPPLIES
		19.77	CSR - PEP SUPPLIES
		70.02	CSR - RECREATION SUPPLIES
		38.96	CSR - RECREATION SUPPLIES
		709.59	CSR - PEP EVENT SUPPLIES
		350.93	CSR - PEP EVENT SUPPLIES
		312.95	CSR - PEP EVENT SUPPLIES
		44.04	CSR - PEP EVENT SUPPLIES
		136.75	CSR - HEY SUPPLIES
		317.74	CSR - PEP SUPPLIES
		104.43	CSR - PEP SUPPLIES
		70.63	CSR - PEP EVENT SUPPLIES
		154.37	CSR - PEP EVENT SUPPLIES
		30.60	CSR - PEP EVENT SUPPLIES
		4.95	CSR - PEP EVENT SUPPLIES
		26.08	GEN - CC MEETING EXPENSE (6/21)
		1.08	CSR - PEP SUPPLIES
		9.72	CSR - PEP SUPPLIES
		108.10	CSR - PEP SUPPLIES
		393.92	CSR - PEP SUPPLIES
		38.50	CSR - ENP EVENT SUPPLIES
		246.98	CSR - EQUIPMENT MNTC SUPPLIES
		86.72	CSR - PEP SUPPLIES
		97.36	CSR - FACILITY MNTC SUPPLIES
		17.50	CSR - RECREATION SUPPLIES
		286.97	CSR - PEP SUPPLIES
	Vendor Tota	3,737.06	
325107	WATER REPLENISHMENT DISTRICT	8,660.54	PW - WATERMASTER SERVICE (FY 2023)
325300		85,951.10	PW - GROUNDWATER PRODUCTION (6/22)
	Vendor Tota	94,611.64	

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Check Number	Vendor Name	Amount	Description
325207	WATERLINE TECHNOLOGIES, INC	2,081.81	PW - FACILITY MNTC SUPPLIES
325343		360.00	PW - FACILITY MNTC SVCS
325418		578.81	PW - FACILITY MNTC SUPPLIES
		197.36	PW - FACILITY MNTC SUPPLIES
		119.07	PW - FACILITY MNTC SUPPLIES
325471		1,080.83	PW - FACILITY MNTC SUPPLIES
		376.91	PW - FACILITY MNTC SUPPLIES
		216.36	PW - FACILITY MNTC SUPPLIES
	Vendor Total	5,011.15	
325166	WECK LABORATORIES, INC.	216.00	PW - WATER CHEMICAL TESTING
		120.00	PW - WATER CHEMICAL TESTING
		36.00	PW - WATER CHEMICAL TESTING
325259		216.00	PW - WATER CHEMICAL TESTING
		216.00	PW - WATER CHEMICAL TESTING
		180.00	PW - WATER CHEMICAL TESTING
		36.00	PW - WATER CHEMICAL TESTING
		36.00	PW - WATER CHEMICAL TESTING
325344		1,280.00	PW - WATER CHEMICAL TESTING
		252.00	PW - WATER CHEMICAL TESTING
325444		180.00	PW - WATER CHEMICAL TESTING
		36.00	PW - WATER CHEMICAL TESTING
	Vendor Total	2,804.00	
15725	WELLS FARGO BANK	1,361.60	GEN - CITY BANK ANALYSIS (7/22)
	Vendor Total	1,361.60	
325301	WELLS FARGO FINANCIAL LEASING	184.97	FIN - COPIER (8/22)
	Vendor Total	184.97	

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Check Number	Vendor Name	Amount	Description
15709	WELLS ONE COMMERCIAL CARD	600.00	AS - CAL CITIES ANNUAL CONF (AV)
		21.98	GEN - COMPUTER MNTC SUPPLIES
		330.00	HR - RECRUITMENT SVCS
		138.16	AS - OFFICE SUPPLIES
		225.00	HR - JOB NOTICE (ASSIST PS DIRECTOR)
		58.42	AS - OFFICE SUPPLIES
		95.25	GEN - E-NEWSLETTER
		153.25	AS - AMAZON PRIME ANNUAL SUBSCRIPTION
		-116.06	GEN - FRAUDULENT CHARGES (CREDIT)
		191.43	AS - MEETING EXPENSE (6/20)
		793.47	HR - COVID TEST KITS (COVID-19)
		125.00	GEN - E-NEWSLETTER
15710		126.20	CM - MEETING EXPENSE (6/1)
		11.90	CM - OFFICE SUPPLIES
15711		87.44	FIN - MEETING EXPENSE (6/9)
		72.75	FIN - OFFICE SUPPLIES
		22.94	FIN - OFFICE SUPPLIES
		42.93	FIN - OFFICE SUPPLIES
		127.87	FIN - OFFICE SUPPLIES
		120.00	FIN - CSMFO CHAPTER MTG (KS,CA,JC,JDG)
		48.38	FIN - OFFICE SUPPLIES
		67.67	FIN - OFFICE SUPPLIES
15712		862.12	CIP - STORAGE RACKS
		152.26	PS - OFFICE SUPPLIES
		1,058.24	CIP - STORAGE RACKS
		32.40	PS - OFFICE SUPPLIES
		30.41	PS - OFFICE SUPPLIES
		-31.02	PS - OFFICE SUPPLIES (CREDIT)
		66.12	PS - UNIFORMS
		-440.96	PS - EQUIPMENT MNTC SUPPLIES (CREDIT)
		396.87	PS - OFFICE SUPPLIES
		132.29	PS - OFFICE SUPPLIES
		132.24	PS - UNIFORMS
		61.68	PS - OFFICE SUPPLIES
		61.14	PS - NW MEETING EXPENSE
		232.59	PS - MEETING EXPENSE
		53.82	PS - OFFICE SUPPLIES
		37.49	PS - OFFICE SUPPLIES
		-30.40	PS - OFFICE SUPPLIES (CREDIT)
		414.33	PS - OFFICE SUPPLIES
		46.93	PS - OFFICE SUPPLIES
		94.21	CP - SPRING CLUTTER-FREE EXPENSE
		39.65	PS - OFFICE SUPPLIES
		-53.20	PS - OFFICE SUPPLIES (CREDIT)
15713		1,883.59	CIP - PARK IT INSIDE STORAGE RACKS
		66.26	PS - CODE ENFORCEMENT MAPS
		1,895.00	CIP - CLUTTER-FREE PARAMOUNT EVENT
15714		65.03	CSR - PEP MEETING (5/31)
15715		1,415.00	PL - CALBO EDUCATION WEEK (SB, RB, DM)
		165.36	PC - PLANNING COMMISSION MEETING
15716		828.31	PW - FACILITY SUPPLIES
		53.91	PW - FACILITY SUPPLIES
		300.00	PW - WATER WISE EXAM (AQ)
		99.00	PW - CCEC FORUM (WM)
		360.23	PW - FACILITY SUPPLIES
		385.45	PW - FACILITY SUPPLIES
		77.89	PW - FACILITY SUPPLIES (TAX)
		-77.89	WF - ECO GLXY LED INC
15717		165.38	CSR - RECREATION SUPPLIES
		143.45	CSR - AQUATIC SUPPLIES

**CITY OF PARAMOUNT
FINAL CHECK REGISTER
August 31, 2022
Pre-issue Checks**

Check Number	Vendor Name	Amount	Description
15717	WELLS ONE COMMERCIAL CARD	296.79	CSR - RECREATION SUPPLIES
		60.00	CSR - RECREATION SUPPLIES
		146.88	CP - KIDS ART AWARD (CMFA)
		8.81	CP - KIDS ART AWARD (CMFA)
		120.00	CSR - RECREATION SUPPLIES
		20.00	CSR - MMASC CONFERENCE (RB)
		79.29	CP - KIDS ART AWARD (CMFA)
		154.12	CSR - STAR SUPPLIES (CLEVER CRAZES)
		372.39	CSR - STAR SUPPLIES (CLEVER CRAZES)
		48.51	CSR - RECREATION SUPPLIES
		172.38	CSR - STAR SUPPLIES (CLEVER CRAZES)
		175.19	CSR - STAR SUPPLIES (CLEVER CRAZES)
		57.29	CSR - STAR SUPPLIES (CLEVER CRAZES)
		71.51	CSR - PEP MEETING EXPENSE
		66.04	CSR - STAR SUPPLIES (CLEVER CRAZES)
		52.83	CSR - PEP MEETING EXPENSE
		105.66	CSR - STAR SUPPLIES (CLEVER CRAZES)
		59.44	CSR - STAR SUPPLIES (CLEVER CRAZES)
		66.04	CSR - STAR SUPPLIES (CLEVER CRAZES)
		187.65	CSR - STAR SUPPLIES (CLEVER CRAZES)
		202.80	CSR - ENP EXCURSION (9/20)
		75.10	CSR - RECREATION SUPPLIES
		191.11	CSR - STAR SUPPLIES (CLEVER CRAZES)
		15.00	CSR - MEETING EXPENSE
		8.92	CSR - ENP EVENT SUPPLIES
		20.95	CSR - ENP EVENT SUPPLIES
		56.97	CSR - ENP EVENT SUPPLIES
		98.23	CSR - ENP EVENT SUPPLIES
		30.00	CSR - ENP EVENT SUPPLIES
		71.29	CSR - STAR SUPPLIES (CLEVER CRAZES)
		37.43	CSR - ENP EVENT SUPPLIES
		115.28	CSR - RECREATION SUPPLIES
		29.16	CSR - ENP EVENT SUPPLIES
		50.57	CSR - STAR SUPPLIES (CLEVER CRAZES)
		58.13	CSR - STAR SUPPLIES (CLEVER CRAZES)
		-110.24	CSR - VETERANS MEMORIAL WALL (CREDIT)
		40.68	CSR - STAR SUPPLIES (CLEVER CRAZES)
		18.90	CSR - ENP EVENT SUPPLIES
		658.19	CSR - STAR SUPPLIES (CLEVER CRAZES)
		24.76	CSR - STAR SUPPLIES (CLEVER CRAZES)
		218.15	CSR - STAR SUPPLIES (CLEVER CRAZES)
		33.05	CSR - STAR SUPPLIES (CLEVER CRAZES)
		36.28	CSR - STAR SUPPLIES (CLEVER CRAZES)
		76.92	CSR - STAR SUPPLIES (CLEVER CRAZES)
		55.88	CSR - STAR SUPPLIES (CLEVER CRAZES)
		191.72	CSR - STAR SUPPLIES (CLEVER CRAZES)
		28.54	CSR - STAR SUPPLIES (CLEVER CRAZES)
		1,200.00	CSR - ENP EVENT SUPPLIES
		168.70	CSR - PEP EVENT SUPPLIES
		240.63	CSR - STAR SUPPLIES (CLEVER CRAZES)
		385.75	CSR - PEP EVENT SUPPLIES
		615.94	CSR - ADAPTIVE RECREATION EXCURSION
		230.00	CSR - PEP EVENT SUPPLIES
		838.00	CSR - ENP EVENT SUPPLIES
		25.00	CSR - DAY CAMP EXCURSION (7/8)
		165.21	CSR - COVID TEST (COVID-19)
		558.44	CSR - COVID TEST (COVID-19)
		19.96	GEN - CC MEETING EXPENSE (6/21)
		125.36	CSR - STAR SUPPLIES (CLEVER CRAZES)
		41.16	GEN - CC MEETING EXPENSE (6/21)

**CITY OF PARAMOUNT
FINAL CHECK REGISTER
August 31, 2022
Pre-issue Checks**

Check Number	Vendor Name	Amount	Description
15717	WELLS ONE COMMERCIAL CARD	15.38	GEN - CC MEETING EXPENSE (6/21)
		158.03	GEN - CC MEETING EXPENSE (6/21)
		68.92	CSR - STAR SUPPLIES (CLEVER CRAZES)
		196.00	GEN - CC MEETING EXPENSE (6/21)
		37.45	CSR - STAR SUPPLIES (CLEVER CRAZES)
		7.98	GEN - CC MEETING EXPENSE (6/21)
		125.13	GEN - CC MEETING EXPENSE (6/21)
		65.98	CSR - STAR SUPPLIES (CLEVER CRAZES)
		42.40	CSR - STAR SUPPLIES (CLEVER CRAZES)
		98.97	CSR - STAR SUPPLIES (CLEVER CRAZES)
		214.08	CSR - SUMMER CONCERT
		310.85	CSR - STAR SUPPLIES (CLEVER CRAZES)
		50.55	CSR - MEETING EXPENSE
		27.53	CSR - STAR SUPPLIES (CLEVER CRAZES)
		128.86	CSR - STAR SUPPLIES (CLEVER CRAZES)
		184.07	CSR - STAR SUPPLIES (CLEVER CRAZES)
		141.32	CSR - STAR SUPPLIES (CLEVER CRAZES)
		35.82	CSR - RECREATION SUPPLIES
		70.00	CSR - STAR SUPPLIES (CLEVER CRAZES)
		3,601.87	CSR - PPCC REFRIGERATOR
		533.61	CSR - SPLASH PAD FREE STANDING CABINET
		188.10	CSR - RECREATION SUPPLIES
		15.99	CSR - RECREATION SUPPLIES
		1,446.15	CIP - PROGRESS PLAZA AMENITIES
		36.90	CSR - ENP SUPPLIES
		305.96	CSR - ENP SUPPLIES
		30.00	CSR - ENP EVENT SUPPLIES
	Vendor Total	31,925.80	
325419	WESLEY, BRIGID	150.00	FACILITY DEPOSIT REFUND (WESLEY 7323)
	Vendor Total	150.00	
325070	WEST COAST ARBORISTS, INC	3,977.80	PW - TREE MNTC SVCS (6/16 - 6/30)
325345		12,150.00	PW - TREE MNTC SVCS (7/1 - 7/15)
325472		26,311.40	PW - TREE MNTC SVCS (7/16 - 7/31)
	Vendor Total	42,439.20	
325302	WESTCOAST REBELS	400.00	CP - YOUTH SCHOLARSHIP PROGRAM
325303		300.00	CP - YOUTH SCHOLARSHIP PROGRAM
325304		200.00	CP - YOUTH SCHOLARSHIP PROGRAM
325305		200.00	CP - YOUTH SCHOLARSHIP PROGRAM
325306		200.00	CP - YOUTH SCHOLARSHIP PROGRAM
325307		160.00	CP - YOUTH SCHOLARSHIP PROGRAM
325308		160.00	CP - YOUTH SCHOLARSHIP PROGRAM
325309		120.00	CP - YOUTH SCHOLARSHIP PROGRAM
	Vendor Total	1,740.00	
325208	WESTERLY METER SERVICE COMPANY	910.00	PW - WATER OPER MNTC SVCS
	Vendor Total	910.00	
325445	WETZELL-HSU, CHARLENE	100.00	PL - AIR PURIFIER & HVAC FILTER REBATE
	Vendor Total	100.00	

**CITY OF PARAMOUNT
FINAL CHECK REGISTER
August 31, 2022
Pre-issue Checks**

Check Number	Vendor Name	Amount	Description
325071	WILLDAN ASSOCIATES, INC	23,969.25	PW - TRAFFIC ENG SVCS (1/22)
		22,123.50	PW - TRAFFIC ENG SVCS (5/22)
		8,326.00	CIP - EV CHARGING STATIONS
325140		3,707.00	PW - GENERAL ENG SVCS (SWAP MEET)
		2,690.00	PW - GENERAL ENG SVCS (5/22)
		2,231.25	CIP - EV CHARGING STATIONS (5/22)
		398.00	PW - GENERAL ENG SVCS (TIA REVIEW)
325222		1,350.00	CIP - ARTERIAL STREET RESURF (6/22)
		34,830.00	CIP - ARTERIAL STREET RESURF (6/22)
		3,300.00	CIP - NEIGHBORHOOD STREET RESURF (6/22)
		25,120.00	CIP - NEIGHBORHOOD STREET RESURF (6/22)
		28,345.50	PW - GENERAL ENG SVCS (6/22)
		9,000.00	CIP - BUS SHELTERS (6/22)
		2,412.50	CIP - WSAB BIKEWAY PHASE 2 (6/22)
		150.00	CIP - PARAMOUNT POOL REPLASTER (6/22)
		830.00	CIP - PARAMOUNT POOL REPLASTER (6/22)
325310		884.00	PW - I-170 TAC MEETING (6/22)
325323		45,078.90	CIP - ALONDRA WIDENING DESIGN (6/22-EA)
		965.00	CIP-TRAFFIC SIGNAL(GARFIELD/70TH)-6/22
		784.00	CIP-TRAFFIC SIGNAL(ALONDRA/PASSAGE)6/22
325446		23,351.50	PW - TRAFFIC ENG SVCS (6/22)
		9,349.72	CIP - WSAB BIKEWAY PHASE 3 (6/22-RMC)
		1,704.29	CIP - WSAB BIKEWAY PHASE 4 (6/22-CNRA)
		1,440.00	PW - LANDSCAPE ENG SVCS (6/22)
		1,088.50	CIP - EV CHARGING STATIONS
		500.00	CIP - DILLS PARK RENOVATION (6/22-P68C)
	Vendor Tota	253,928.91	
325093	WILLIAMS, ANIYAH	768.00	CSR - PUMP IT UP CHEER/DANCE/GYM (6/22)
		320.00	CSR - BALLET/TAP CLASS (6/22)
		32.00	CSR - KIDDIE BALLET/TAP CLASS (6/22)
325311		320.00	CSR - K/T ACTING & DANCE CLASS (6/22)
325420		120.00	CSR - K/T ACTING & DANCE CLASS (7/22)
		192.00	CSR - K/T KIDDIE BALLET/TAP (7/22)
		240.00	CSR - K/T CHEER/GYMNASTICS/DANCE (7/22)
	Vendor Tota	1,992.00	
325141	WOMEN'S CLUB - LOS CERRITOS	250.00	FACILITY DEP REFUND (WOMEN'S CLUB,6639)
	Vendor Tota	250.00	
325042	WTP AMERICA, LLC	5,000.00	PL - WSA CORRIDOR STUDY (6/22)
325447		5,000.00	PL - WSA CORRIDOR STUDY (7/22)
	Vendor Tota	10,000.00	
325260	XEROX FINANCIAL SERVICES, LLC	415.96	GEN - CITY HALL COPIER (7/22)
		162.26	GEN - CITY HALL COLOR COPIER (7/22)
		169.24	PL - COPIER (7/22)
		370.76	CSR - COPIER (7/22)
	Vendor Tota	1,118.22	
15705	XPRESS BILL PAY	30.85	GEN - ONLINE PERMIT CC FEES (7/22)
	Vendor Tota	30.85	
325094	YAMBEKE SOUND LIGHTING	1,400.00	CSR - SUMMER CONCERT (7/21)
325142		1,400.00	CSR - SUMMER CONCERT (7/28)
325312		2,000.00	CSR - SUMMER CONCERT (8/12)
	Vendor Tota	4,800.00	
325209	ZAMORA, ERENDIRA MORA	250.00	CSR - SENIOR ENTERTAINMENT (7/28)
	Vendor Tota	250.00	

**CITY OF PARAMOUNT
FINAL CHECK REGISTER
August 31, 2022
Pre-issue Checks**

Check Number	Vendor Name	Amount	Description
325346	ZUMAR INDUSTRIES, INC.	184.92	PW - TRAFFIC SAFETY SUPPLIES
	Vendor Total	184.92	
A total of 535 checks were issued for		\$6,571,705.31	

SEPTEMBER 6, 2022

RESOLUTION NO. 22:043

“A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PARAMOUNT,
APPROVING THE ASSIGNMENT AND ASSUMPTION AGREEMENT
BETWEEN PARAMOUNT PIPELINE, LLC AND AIR PRODUCTS AND
CHEMICALS, INC.”

MOTION IN ORDER:

READ BY TITLE ONLY AND ADOPT RESOLUTION NO. 22:043.

MOTION:

MOVED BY: _____

SECONDED BY: _____

☐ APPROVED

☐ DENIED

ROLL CALL VOTE:

AYES: _____

NOES: _____

ABSENT: _____

ABSTAIN: _____



To: Honorable City Council

From: John Moreno, City Manager

By: Andrew Vialpando, Assistant City Manager
Anthony Martinez, Senior Management Analyst

Date: September 6, 2022

**Subject: RESOLUTION NO. 22:043
APPROVING THE ASSIGNMENT AND ASSUMPTION AGREEMENT
BETWEEN PARAMOUNT PIPELINE, LLC AND AIR PRODUCTS AND
CHEMICALS, INC.**

BACKGROUND

In 2016, the City Council granted an oil pipeline franchise to Paramount Petroleum Corporation ("Paramount Petroleum") by Ordinance No. 1069 for a 7,346-linear foot pipeline that runs under Downey Avenue, Contreras Street, and Flower Street in the City of Paramount. In 2018, Paramount Petroleum and Paramount Pipeline LLC ("Paramount Pipeline") entered into an Asset Purchase and Sale Agreement whereby Paramount Petroleum sold certain assets to Paramount Pipeline.

Among the assets sold to Paramount Pipeline as part of the transaction was the 7,346-linear foot pipeline that runs under Downey Avenue, Contreras Street, and Flower Street, including Paramount Petroleum's right, title, and real estate interest to the franchise. The Asset Purchase and Sale Agreement, authorized by the City Council by Resolution 19:004, ensured that Paramount Pipeline agreed to be bound by all the terms and conditions of the franchise upon the closing of the transaction with Paramount Petroleum.

DISCUSSION

On April 6, 2022, Air Products and Chemicals, Inc. ("Air Products") notified the City that they have entered into a Pipeline Purchase and Sale Agreement with Paramount Pipeline for the purchase of the 7,346-linear foot pipeline that runs under Downey Avenue, Contreras Street, and Flower Street (Attachment A). The purchase asset is an interstate hydrogen transmission pipeline that extends from the World Energy Paramount Refinery to the Air Products Carson Plant.

Pursuant to Paramount Municipal Code Chapter 4.36, Paramount Pipeline and Air Products have requested that the City Council consent to the Pipeline Purchase and Sale Agreement to finalize the transaction and to formally name Air Products as the successor Franchisee and reassign responsibility for the faithful performance of the terms and conditions of Franchise Ordinance No. 1069. The Assignment and Assumption

Agreement (Attachment B) ensures that Air Products agrees to be bound by all the terms and conditions of the franchise upon the closing of the transaction with Air Products.

FISCAL IMPACT

None.

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. 3: Economic Health.

RECOMMENDED ACTION

It is recommended that the City Council read by title only and adopt Resolution No.22:043.

Attachments:

- Attachment A-Notice of Sale of Assets
- Attachment B-Assignment and Assumption Agreement

ATTACHMENT A



Air Products and Chemicals, Inc.
16945 Northchase Drive, Suite 800
Houston, Texas 77060
Telephone (281) 874-7120

FEDERAL EXPRESS

May 10, 2022

City of Paramount
Attn: John Moreno, City Manager
16400 Colorado Avenue
Paramount, CA 90723

Subject: Notice of Sale of Assets – Franchise Ordinance No. 1069

Paramount Pipeline, LLC ("Paramount Pipeline") is the franchisee under the certain Underground Pipeline Franchise issued by the City of Paramount (the "City") and known as Ordinance No. 1069 (the "Franchise"). On April 6, 2022, World Energy entered into a Pipeline Purchase and Sale Agreement with Air Products and Chemicals, Inc. ("Air Products") to purchase, among other things, the pipeline assets in the City covered under the Franchise (the "Pipeline Assets"). Only a portion of the pipeline assets covered under the Franchise are being sold. Paramount Pipeline will continue to operate the remaining assets under the Franchise.

Please accept this as written notice that effective as of April 6, 2022, Paramount Pipeline and Air Products have finalized the above referenced transaction, which included, the transfer of the Pipeline Assets as evidenced by the enclosed Bill of Sale & Assignment. As required by Section 21-146 of the Franchise, Paramount Pipeline and Air Products respectfully request that the City consent to the partial assignment of the Franchise to Air Products.

Air Product's right of way consultant for this project, Paragon Partners Consultants, Inc. (Paragon), will be contacting you to provide the City with any additional information you or your staff may require to provide consent to the assignment. If you have any questions or require additional information at this time, please contact Michael Boss at Paragon. Mr. Boss can be reached by telephone at (714) 379-3376 ext. 106 or by email at mboss@paragon-partners.com.

Thank you for your time and consideration.

Sincerely,

A handwritten signature in blue ink, appearing to read "Michael Boss", written over a horizontal line.

Michael Boss
Right of Way Consultant

Enclosure: Bill of Sale and Assignment

cc: John Cavanaugh (City Attorney)
Paramount Pipeline
Rick Thibodeaux (Air Products)
Tomi Riley (Air Products)

BILL OF SALE AND ASSIGNMENT

STATE OF CALIFORNIA

§

COUNTY OF LOS ANGELES

§

KNOW ALL MEN BY THESE PRESENTS:

THAT, Paramount Pipeline, LLC, a Delaware limited liability company, with offices at 14700 Downey Ave., Paramount, CA 90723, hereinafter sometimes called "Seller", who declares that it does by these presents GRANT, BARGAIN, SELL, TRANSFER, ASSIGN, SET OVER, and DELIVER unto Air Products and Chemicals, Inc., a Delaware Corporation, whose mailing address is 1940 Air Products Boulevard, Allentown, Pennsylvania 18106-5500, herein sometimes called "Buyer", here present, accepting and purchasing for itself and its successors and assigns, and acknowledging due delivery and possession thereof, (1) all of Seller's right title and interest in and to that certain pipeline listed in Exhibit "A" attached hereto and made a part hereof (the "Pipeline"), (2) all of Seller's right title and interest in and to that certain Equipment listed in Exhibit "B" attached hereto and made a part hereof, and (3) all and singular the interest owned by Seller in and to the real property agreements for the Pipeline described in Exhibit "C" attached hereto and made a part hereof, provided however all and singular the real property agreements described in Exhibit "C" as "Partial", shall be only insofar, as such real property agreements cover and relate to the Pipeline herein conveyed, Seller reserving unto itself all of its right, title and interest in and to such real property agreements insofar as same are related to and cover other pipelines, equipment, or rights of Seller.

This Bill of Sale and Assignment is made subject to the terms and conditions of that certain Pipeline Purchase and Sale Agreement, dated as of the April 6, 2022, between Seller and Buyer; the existing agreements related to and affecting the property interests herein conveyed; and all applicable State, Federal and local laws and rules and regulations.

TO HAVE AND TO HOLD the above described property in the interests shown unto the said Buyer, its successors and assigns forever.

This sale is made and accepted for and in consideration of the price and sum of Ten Dollars (\$10.00) and other valuable consideration, the receipt of which is in all things fully acknowledged.

EXECUTED effective as of the 6th of April, 2022.

[Signature pages follow.]

SELLER:

PARAMOUNT PIPELINE LLC

By: [Signature]

Name: Gene J. Gersohs

Title: Director

ACKNOWLEDGMENT:

State of MASSACHUSETTS §

§

County of Suffolk §

On this 6 day of April 2022, before me appeared Gene J. Gersohs to me known, who, being duly sworn, did say that he/she is the Director of Paramount Pipeline, LLC, a Delaware limited liability company, and that the foregoing instrument was signed on behalf of said limited liability company.



JOSEPH V. TRINGALE, JR.
NOTARY PUBLIC
Commonwealth of Massachusetts
My Commission Expires
February 17, 2028

[Signature]
Notary Public in and for the State of MASSACHUSETTS

Joseph V. TRINGALE Jr.

Printed Name of Notary Public

My Commission Expires On:

BUYER:

AIR PRODUCTS AND CHEMICALS, INC.

By: [Signature]

Name: ENRIQUE MUCIAN

Title: GENERAL MANAGER OS HYCO PM

ACKNOWLEDGMENT:

State of TEXAS §

§

County of HARRIS §

On this 27th day of MAY, 2022, before me appeared ENRIQUE MUCIAN, to me known, who, being duly sworn, did say that he/she is the GENERAL MANAGER OS HYCO of Air Products and Chemicals, Inc., a Delaware corporation, and that the foregoing instrument was signed on behalf of said corporation.

[Signature: Thomas S. Houser]

Notary Public in and for the State of TEXAS

THOMAS S. HOUSER

Printed Name of Notary Public

My Commission Expires On: 12-29-2022

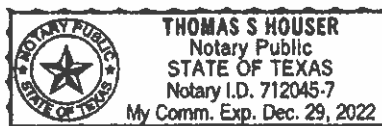


Exhibit A to the Bill of Sale and Assignment

Pipeline Description

An intrastate hydrogen transmission pipeline (comprised of 6-inch, 8-inch and 12-inch segments described below and as identified on Exhibit A-1) located in Los Angeles County, California, which extends from its origin point at Air Products Carson Plant to a point located in the World Energy Paramount Refinery, a distance of approximately twelve (12) miles. References here made to the attached aerial photograph Exhibit A-1 which depicts the pipeline route.

- Pipeline 1959 – 969 Feet of High Pressure H2 Pipeline
- Pipeline 1960 – 8.46 miles of Low Pressure H2 Pipeline
- Pipeline 1961 – 3.62 miles of Low Pressure H2 Pipeline

Exhibit B to the Bill of Sale and Assignment

Equipment

All equipment, controls, valves, structures, associated piping, and other appurtenances to the Pipeline (comprised of the pipelines identified as 1959, 1960, and 1961 in the attachments to this Exhibit B), including, but not limited to:

- Pressure reduction station
- Dominguez station automatic shutoff valve
- Hynes Street vault
- South Street vault
- Customer meter / delivery station located at World Energy's facility and associated equipment

Attachment B-1 to the Bill of Sale and Assignment



Attachment B-2 to the Bill of Sale and Assignment



Attachment B-3 to the Bill of Sale and Assignment



Attachment B-4 to the Bill of Sale and Assignment

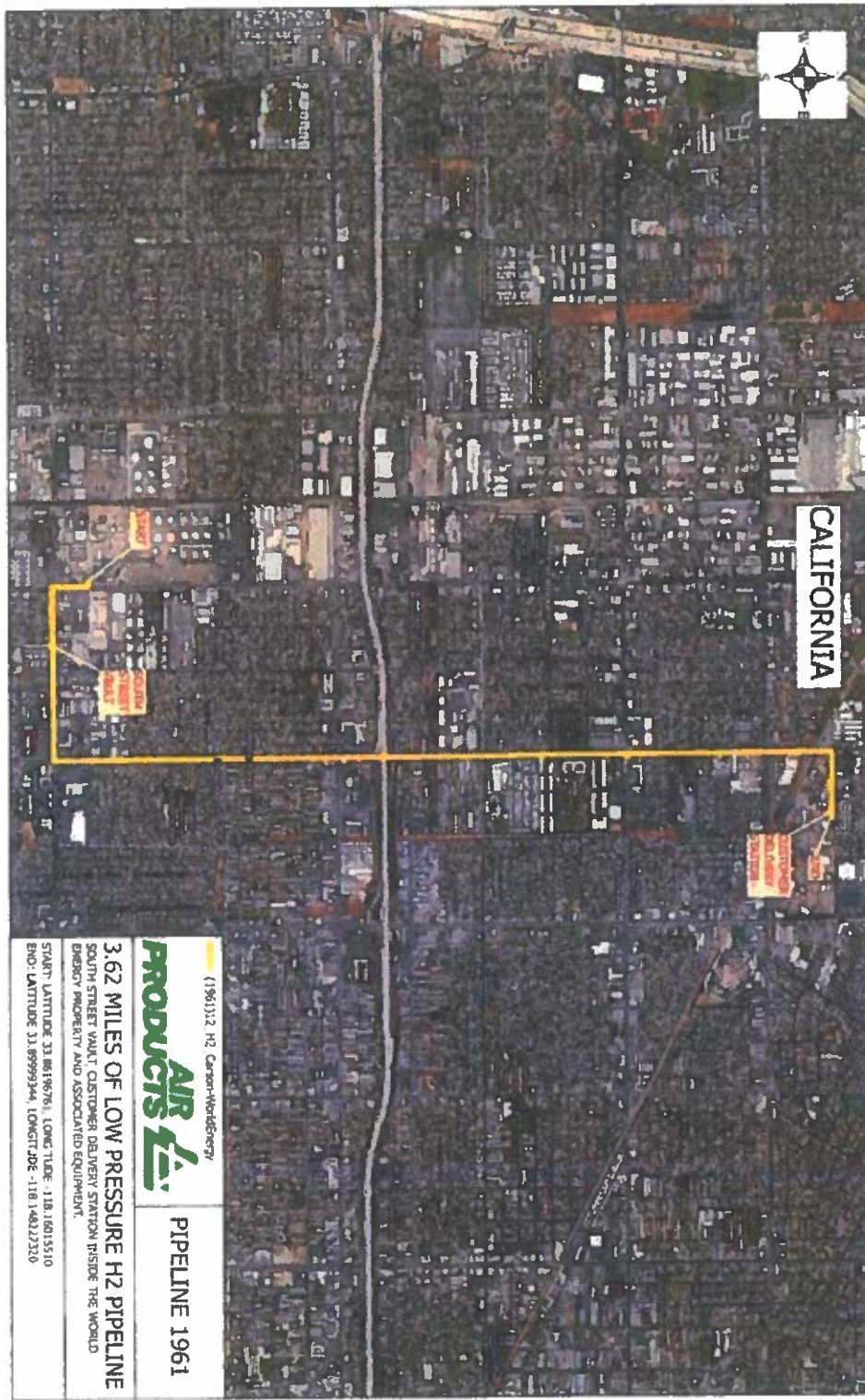


Exhibit C

Real Property Agreements

Exhibit "C"

Document Name	Grantor Name	Grantee Name	Document Date	Book/Page or Instrument No.	Full / Partial
Franchise Ord. 04-1314 by Resolution 04-056	City of Carson	Paramount Petroleum Corporation	7/6/2004	N/A	Partial
Ordinance No. 2006-0056F, as amended	County of Los Angeles	Paramount Petroleum Corporation	7/25/2006	N/A	Partial
Rental Agreement No. 00-04	County of Los Angeles	Paramount Petroleum Corporation		N/A	Partial
Master Revocable Permit No. P-502-21	City of Long Beach	World Energy, LLC dba Paramount Pipeline	4/23/2021	N/A	Full
Agreement No. 137.1	City of Bellflower	Paramount Petroleum Corporation	5/6/2014	N/A	Full
Ordinance No. 1069	City of Paramount	Paramount Petroleum Corporation	5/17/2016	N/A	Partial
Ordinance No. 184970	City of Los Angeles	Paramount Petroleum, subsidiary of Alon USA	7/17/2017	N/A	Partial
Master Joint Revocable Permit	Port of Los Angeles and Port of Long Beach	Paramount Pipeline, LLC	3/16/2021	N/A	Partial
Revocable Permit No. 20-22	Port of Los Angeles	Paramount Pipeline, LLC	3/16/2021	N/A	Full
License Audit #S082620, as Supplimented and	Southern Pacific	General Petroleum Corporation	4/10/1945	N/A	Full
Supplemental Agreement to License Audit #S082620	Union Pacific Railroad Company	Paramount Pipeline, LLC	6/9/2020	N/A	Full
Easement Agreement	Marathon Petroleum Company LP	Paramount Pipeline, LLC	11/19/2020	20211403567	Full
Booster Pumping Station Lease, as amended	BHM Group	Paramount Petroleum Corporation	9/30/2002	N/A	Full
Right of Way	Mobil Oil Corporation	Powerline Oil Company	5/13/1971	N/A	Full
Easement	Angelo Gaspare & A. J. Land Company	Mobil Oil Corporation	4/21/1971	4/30/1971 No. 5499	Full
Right of Way	Compton Gun Club	General Pipe Line Company of California	5/11/1922	Bk 1183 / Pg 29 OR	Full



ATTACHMENT B

ASSIGNMENT AND ASSUMPTION AGREEMENT

This Assignment and Assumption Agreement is entered into on the ___ day of August 2022 among the City of Paramount ("City"), Paramount Pipeline, LLC, ("Paramount Pipeline"), and Air Products and Chemical Inc. ("Air Products"), as follows:

- 1) Paramount Petroleum currently holds a franchise issued by City for the operation of its current pipeline system. The franchise, City Ordinance No. 1069, is attached hereto and incorporated by reference herein as Attachment "A."
- 2) On April 6, 2022, Paramount Pipeline and Air Products entered into a Pipeline Purchase and Sale Agreement whereby Paramount Pipeline has agreed to sell a portion of its pipeline assets, among other things, to Air Products. Among the assets being sold to Air Products as part of the transaction are all of Paramount Pipeline's right, title and interest in and to the franchise and the real estate interest or estate created therein.
- 3) Paramount Pipeline and Air Products requests that the City consent to this Assignment and Assumption of the franchise granted under Ordinance No. 1069.
- 4) The City of Paramount hereby consents to the assignment of the franchise to Paramount Pipeline and Air Products hereby agrees to assume the obligations of and be bound by all the terms and conditions of the franchise, Ordinance No. 1069.
- 5) All parties to this Assignment and Assumption Agreement warrant and represent that they have full authority and ability to enter into this agreement on behalf of the entities that they represent. By their signatures below, officers Paramount Pipeline and Air Products agree for themselves to be bound by the terms and conditions of the franchise, Ordinance No. 1069.

PARAMOUNT PIPELINE, LLC

By: _____
Its

AIR PRODUCTS AND CHEMICALS, INC.

By: _____
Its

CITY OF PARAMOUNT
LOS ANGELES COUNTY, CALIFORNIA

RESOLUTION NO. 22:043

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PARAMOUNT
APPROVING THE ASSIGNMENT AND ASSUMPTION AGREEMENT
BETWEEN PARAMOUNT PIPELINE, LLC AND AIR PRODUCTS AND
CHEMICALS, INC.

WHEREAS, the City Council shall, pursuant to the provisions of Article XI, Section 19, of the Constitution of the State, Section 39732 of the Government Code of the State and the provisions of Division 3, Chapters 1 and 2 of the Public Utilities Code of the State, and any other provision of the laws of the State pertaining thereto, grant by ordinance a franchise to any person to furnish the City and its inhabitants with light, water, power, heat, transportation, telephone service or any other public utility service; and

WHEREAS, in 2016, the City Council granted an oil pipeline franchise to Paramount Petroleum Corporation ("Paramount Petroleum") by Ordinance No. 1069 for a 7,346-linear foot pipeline that runs under Downey Avenue, Contreras Street, and Flower Street in the City of Paramount, D.C.; and

WHEREAS, in 2018, the City Council authorized Paramount Petroleum and Paramount Pipeline LLC to enter into an Asset Purchase and Sale Agreement whereby Paramount Petroleum sold certain assets to Paramount Pipeline by Resolution 19:004; and

WHEREAS, on April 6, 2022, Air Products and Chemicals, Inc. ("Air Products") notified the City that they have entered into a Pipeline Purchase and Sale Agreement with Paramount Pipeline for the purchase of the 7,346-linear foot pipeline that runs under Downey Avenue, Contreras Street, and Flower Street; and

WHEREAS, pursuant to Paramount Municipal Code Chapter 4.36, Paramount Pipeline and Air Products have requested that the City Council consent by Resolution No. 22:043 to the Pipeline Purchase and Sale Agreement to formally name Air Products as the successor Franchisee and reassign responsibility for the faithful performance of the terms and conditions of Franchise Ordinance No. 1069.

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

SECTION 1. The above recitations are true and correct.

SECTION 2. The City Council approves the assignment and assumption agreement between Paramount Pipeline and Air Products and formally names Air Products as the successor Franchisee and reassign responsibility for the faithful performance of the terms and conditions of Franchise Ordinance No. 1069 attached hereto as "Exhibit A."

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 6th day of September 2022.

Vilma Cuellar Stallings, Mayor

ATTEST:

Heidi Luce, City Clerk

EXHIBIT "A"
CITY OF PARAMOUNT
LOS ANGELES COUNTY, CALIFORNIA

ORDINANCE NO. 1069

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF PARAMOUNT,
CALIFORNIA AMENDING CHAPTER 21 OF THE PARAMOUNT
MUNICIPAL CODE REGARDING THE UNDERGROUND PIPELINE
FRANCHISE WITH THE PARAMOUNT PETROLEUM CORPORATION

The City Council of the City of Paramount does ordain as follows:

Section 1. Section 21-140 is hereby amended in its entirety to read as follows:

Section 21-140. Nature of grant.

The city hereby grants to Paramount Petroleum Corporation, its successors and assigns, hereinafter referred to as "grantee" subject to the terms and conditions herein contained, the right, franchise and privilege from time to time, for a period of ten years from and after the effective date of Ordinance No. 1069, to install, operate, maintain, replace, change the size, abandon in place and/or remove pipelines for transportation of oil, gas, gasoline, petroleum, wet gas, hydrocarbon substances, water, waste water, mud stream or other substances transportable by pipeline together with all appurtenances and service connections necessary or convenient to properly maintain and operate said pipelines, including cathodic protection facilities for the grantee's business, hereinafter collectively called "franchise property," within the public streets, highways, alleys and other public ways or public property, hereinafter collectively called "streets," of the city, as enumerated and described as follows:

All that portion of Downey Avenue within the limits of the city, bounded on the north by a point in Downey Avenue approximately 350.15 feet south of the center line of Contreras Street, and bounded on the south by the boundary of the City of Bellflower, being approximately 799.28 feet south of the center line of Flower Street. The total length of this pipeline is 7,346.7 linear feet.

Section 2. Section 21-142 (d) is hereby amended in its entirety to read as follows:

(d) Emergency work. The grantee shall promptly repair any leaks or breaks in pipelines and conduits. If any portion of any street shall be damaged by reason of breaks or leaks in any pipe or conduit constructed under this franchise, the grantee shall at its own expense take immediate steps to repair any such damage and restore such street to as good condition as it was before such a break or leak. The repair must be done to the satisfaction of the Public Works Director. Such emergency repair of franchise property may be commenced without prior permit provided that grantee shall notify the Public Works Director and the Los Angeles County Fire Department's Hazardous Materials Division as soon as a break or leak occurs. The grantee must still obtain a permit for emergency repair work no later than the next business day from the day the emergency occurred. The grantee shall promptly remove any contamination from streets and underground soil due to breaks and leaks of grantee's pipelines or conduits. The removal of contamination must be performed to the satisfaction of the Los Angeles County Fire Department's Hazardous Materials Division.

Section 3. Section 21-144 is hereby amended in its entirety to read as follows:

Section 21-144. Compensation to the city.

(a) Annual franchise fee payment. As consideration for the franchise hereby granted, grantee shall pay to the city in lawful money of the United States an annual franchise fee according to the following schedule:

<u>Fiscal Year</u>	<u>Franchise Fee</u>
2014-15	\$ 23,379.26
2015-16	\$ 24,548.22
2016-17	\$ 25,775.63
2017-18	\$ 27,064.42
2018-19	\$ 28,417.64

<u>Fiscal Year</u>	<u>Franchise Fee</u>
2019-20	\$ 29,838.52
2020-21	\$ 31,330.44
2021-22	\$ 32,896.97
2022-23	\$ 34,541.81
2023-24	\$ 36,268.91
2024-25	\$ 38,082.35

The grantee of this franchise shall submit payment to the city's Finance Department by March 31 of each year. The grantee shall pay the City of Paramount in lawful money of the United States the aforesaid compensation. Any neglect, omission, or refusal of said grantee to pay said compensation at the time or in the manner hereinbefore provided, which neglect, omission or refusal shall continue more than fifteen (15) days following notice thereof to the grantee by the city, shall be grounds for the declaration of the forfeiture of this franchise and of all rights of the grantee hereunder.

(b) Acquisition of additional pipeline. Grantee shall notify the city immediately if grantee acquires additional pipeline during the term of this franchise. Any additional pipeline acquired by grantee shall increase grantee's annual franchise fee payment as noted in section (a). The additional franchise fee will be an amount mutually agreed upon by the city and grantee.

Section 4. Section 21-145 (b) is hereby amended in its entirety to read as follows:

(b) Avoidance of liability of city. The grantee shall further deposit with the city clerk a certificate of insurance naming the city as additionally insured in connection with this franchise, in the principal amount of at least ten million dollars (\$10,000,000).

Section 5. Section 21-148 is hereby amended in its entirety to read as follows:

Section 21-148. Acceptance.

This franchise is herein extended for a ten-year term and shall be enjoyed only upon the terms and conditions herein contained for a ten-year term commencing with the effective date of this ordinance, and the grantee shall, within 30 days of the adoption of this ordinance extending said franchise, file with the city clerk a written acceptance of such terms and conditions.

Section 6. Severability. If any section, subsection, sentence, clause, phrase, or portion of this ordinance, or the application thereof to any person, firm, corporation or circumstance, is for any reason held to be invalid or unconstitutional by the decision of any court of competent jurisdiction, such decision shall not affect the validity of the remaining portion thereof. The City Council of the City of Paramount hereby declares that it would have adopted this ordinance and each section, subsection, sentence, clause, phrase, or portion thereof, irrespective of the fact that any one or more sections, subsections, sentences, clauses, phrases, or portions be declared invalid or unconstitutional.

Section 7. Effective Date. This ordinance shall take effect thirty days after its adoption. The City Clerk or her duly appointed deputy shall certify to the adoption of this ordinance and shall cause this ordinance to be published as required by law.

APPROVED, and ADOPTED by the City Council of the City of Paramount this 17th day of May, 2016.


Daryl Hofmeyer, Mayor

Attest:


Lana Chikami, City Clerk

STATE OF CALIFORNIA)
COUNTY OF LOS ANGELES) ss.
CITY OF PARAMOUNT)

I, Lana Chikami, City Clerk of the City of Paramount, California, DO HEREBY CERTIFY that the foregoing **ORDINANCE NO. 1069** was introduced at a meeting of the City Council held on May 3, 2016 and adopted at a meeting of the City Council held on **May 17, 2016** by the following vote, to wit; and said Ordinance has been duly signed by the Mayor, attested by the City Clerk, and published pursuant to law:

AYES:	COUNCILMEMBERS:	Daniels, Hansen Vice Mayor Lemons, Mayor Hofmeyer
NOES:	COUNCILMEMBERS:	None
ABSENT:	COUNCILMEMBERS:	Martinez
ABSTAIN:	COUNCILMEMBERS:	None

Dated: May 18, 2016

Lana Chikami -
Lana Chikami, City Clerk

(SEAL)

PARAMOUNT JOURNAL
Date of Publication: May 26, 2016
Three (3) Affidavits

SEPTEMBER 6, 2022

APPROVAL OF AMENDMENT NO. 1 TO THE AGREEMENT WITH LOS ANGELES COUNTY FLOOD CONTROL DISTRICT FOR CATCH BASIN TRASH EXCLUDER MAINTENANCE

MOTION IN ORDER:

IT IS RECOMMENDED THAT THE CITY COUNCIL APPROVE AMENDMENT NO. 1 TO THE AGREEMENT WITH LOS ANGELES COUNTY FLOOD CONTROL DISTRICT FOR CATCH BASIN TRASH EXCLUDER MAINTENANCE.

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: September 6, 2022

Subject: APPROVAL OF AMENDMENT NO. 1 TO THE AGREEMENT WITH LOS ANGELES COUNTY FLOOD CONTROL DISTRICT FOR CATCH BASIN TRASH EXCLUDER MAINTENANCE

BACKGROUND

The California Regional Water Quality Control Board, Los Angeles Region issued a Municipal Separate Storm Sewer System (MS4) Permit to Paramount (and all other cities within Los Angeles County) in 2012. This MS4 Permit requires municipalities to reduce the level of pollutants entering the Los Angeles River.

One way that cities can reduce these pollutants is by installing catch basin connector pipe screen (CPS) inserts, a metal screen assembly that is installed inside of an existing catch basin, to prevent debris from entering the storm drain system. In 2012, the City began its first installation of these CPS units in catch basins citywide. When these CPS units are installed into catch basins owned and operated by the Los Angeles County Flood control District (LACFCD), the County requires that the City take over maintenance of the these CPS units (referred to in the agreement as "trash excluders"), and enters into an agreement with the City for that purpose. The City entered into such agreement with the LACFCD on June 5, 2012.

At its meeting on April 5, 2022, the City Council authorized the purchase and installation of 62 more CPS inserts by G2 Construction, Inc. all to be installed in LACFCD owned catch basins.

DISCUSSION

G2 Construction and Public Works staff have been working with Los Angeles County for permitting of the installation of 62 CPS inserts in LACFCD owned catch basins. As part of this permit the County requires that we amend the existing contract for maintenance of the CPS units and include a list of all new locations.

The attached amendment to the original agreement with LACFCD updates the original agreement by simply adding these new locations to the existing list, which the City will be required to maintain.

FISCAL IMPACT

There is no fiscal impact regarding the approval of this agreement. The installation of the CPS Units are funded by the Measure W Safe, Clean Water Program and the Catch Basin Maintenance Services are budgeted in the Roads Division of the Public Works Budget and, at this time, there are sufficient funds for continued maintenance services.

VISION, MISSION, VALUES, AND STRATEGIC OUTCOMES

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

RECOMMENDED ACTION

It is recommended that the City Council approve Amendment No. 1 to the Agreement with Los Angeles County Flood Control District for catch basin trash excluder maintenance.

**AMENDMENT NO. 1 TO THE CATCH BASIN TRASH EXCLUDER
MAINTENANCE AGREEMENT (OPTION 2) BETWEEN THE LOS
ANGELES COUNTY FLOOD CONTROL DISTRICT AND
THE CITY OF PARAMOUNT**

This Amendment No. 1 is entered into by and between the City of Paramount (hereinafter called "CITY") and Los Angeles County Flood Control District (hereinafter called "LACFCD").

RECITALS

WHEREAS, CITY entered into a written Agreement ("AGREEMENT") with LACFCD for CITY to install and maintain TRASH EXCLUDERS (as defined in the AGREEMENT) within storm drain catch basins owned by LACFCD and located within CITY streets;

WHEREAS, CITY desires to install and maintain additional TRASH EXCLUDERS within storm drain catch basins owned by the LACFCD and located within CITY streets;

NOW, THEREFORE, the Parties agree to amend the AGREEMENT as follows:

Section 1. CITY shall prepare a list of locations and other information for the additional TRASH EXCLUDERS that CITY proposes to install on LACFCD catch basins, in form prescribed by the LACFCD. Once completed by the CITY, the list shall be attached hereto as "Supplemental Exhibit A".

Section 2. CITY shall apply for and obtain a permit from the LACFCD for the installation of the additional TRASH EXCLUDERS identified on Supplemental Exhibit A.

Section 3. Upon completion of the installation of the additional TRASH EXCLUDERS in accordance with the terms and conditions of the permit from LACFCD, CITY shall provide to the LACFCD an updated Supplemental Exhibit A, as necessary to reflect any differences between the proposed and the as-built conditions.

Section 4. Once LACFCD approves the updated Supplemental Exhibit A, the updated Supplemental Exhibit A shall replace and supersede the prior Supplemental Exhibit A and shall be deemed incorporated into Exhibit A to the AGREEMENT as if set forth in full therein.

Section 5. Except as specifically amended by this Amendment No. 1, all provisions of the AGREEMENT shall remain in full force and effect.

IN WITNESS WHEREOF, this Amendment No. 1 is executed by the CITY, acting through its authorized officer, on _____, and by the LACFCD acting through its Chief Engineer, on _____.

CITY OF PARAMOUNT:

Mayor

APPROVED AS TO FORM:

City Attorney

LOS ANGELES COUNTY FLOOD CONTROL DISTRICT

By: _____
Chief Engineer

SEPTEMBER 6, 2022

ACCEPTANCE OF WORK

PARAMOUNT POOL REPLASTER AND DECK REPAIRS
(CITY PROJECT NO. 9051)

MOTION IN ORDER:

IT IS RECOMMENDED THAT THE CITY COUNCIL ACCEPT THE WORK PERFORMED BY CALIFORNIA WATERS, YORBA LINDA, CALIFORNIA, FOR THE PARAMOUNT POOL REPLASTER AND DECK REPAIRS PROJECT AND AUTHORIZE PAYMENT OF THE REMAINING RETENTION.

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: September 6, 2022

Subject: ACCEPTANCE OF WORK FOR PARAMOUNT POOL REPLASTER AND DECK REPAIRS (CITY PROJECT NO. 9051)

BACKGROUND

As part of the FY 22 budget, funding was allocated for a comprehensive repair project for Paramount Pool. As part of this project, the entire pool was replastered and the concrete deck area was replaced. The lights within the pool, as well as, the surrounding pool deck were also replaced, along with several water spray elements. The project also included the installation of a new water slide.

On October 5, 2021, the City Engineer opened bids for the project, and the project was awarded to California Waters for \$1,362,657 at the City Council meeting on November 2, 2021. A Notice to Proceed was issued with a start date of December 1, 2021.

DISCUSSION

The work performed under this contract has been inspected under the supervision of the Public Works Director, in conformance with Section 6-8 of the Standard Specifications for Public Works Construction.

The project was completed on May 20, 2022, and the Notice of Completion will be filed with the Los Angeles County Recorder's office after approval by the City Council. Since the thirty-five (35) days from that date has already passed, the retention amount can be released.

The final construction cost is \$1,419,741.07 and is \$44,541.50 over the budgeted amount of \$1,389,400. Additional costs include increased quantities of concrete replacement, additional plaster, tile and LED lighting.

FISCAL IMPACT

The additional \$44,541.50 for this project will be funded by the available unassigned General Fund balance.

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 accept the work performed by California Waters, Yorba Linda, California, for the Paramount Pool replaster and deck repairs project and authorize payment of the remaining retention.

SEPTEMBER 6, 2022

PUBLIC HEARING

ORDINANCE NO. 1163

“AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF PARAMOUNT APROVING ZONING ORDINANCE TEXT AMENDMENT NO. 27, AMENDING TITLE 17 (ZONING), TO AMEND SECTION 17.04.010 (DEFINITIONS) AND ADD CHAPTER 17.114 TO THE PARAMOUNT MUNICIPAL CODE REGARDING DENSITY BONUSES FOR AFFORDABLE HOUSING PROJECTS IN THE CITY OF PARAMOUNT”

- A. HEAR STAFF REPORT.
- B. OPEN THE PUBLIC HEARING.
- C. HEAR TESTIMONY IN THE FOLLOWING ORDER:
 - (1) THOSE IN FAVOR
 - (2) THOSE OPPOSED
- D. MOTION TO CLOSE THE PUBLIC HEARING.

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

E. MOTION IN ORDER:

READ BY TITLE ONLY, WAIVE FURTHER READING, INTRODUCE
ORDINANCE NO. 1163, AND PLACE IT ON THE NEXT REGULAR
AGENDA FOR ADOPTION.

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



To: Honorable City Council

From: John Moreno, City Manager

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

Date: September 6, 2022

**Subject: ORDINANCE NO. 1163/ZONING ORDINANCE TEXT AMENDMENT NO. 27
DENSITY BONUSES FOR AFFORDABLE HOUSING PROJECTS**

BACKGROUND

This item is a request for the City Council to approve the adoption of Zoning Ordinance Text Amendment (ZOTA) No. 27 to establish regulations regarding density bonuses for affordable housing projects. The Planning Commission reviewed the proposed amendment with a public hearing on August 9, 2022 and unanimously recommended approval.

The City has a long history of supporting affordable housing construction and preservation as a counterpart to new market-rate housing to maintain a vibrant community with a variety of household income levels. While redevelopment funds were successfully used toward affordable housing construction beginning in the early 1980s, the dissolution of the Paramount Redevelopment Agency by order of the State (as with all redevelopment agencies throughout California) ten years ago brought an end to that important funding source.

On October 20, 2020 and February 16, 2021, the City Council reviewed reports on inclusionary housing as a possible option to create affordable housing. As described, an inclusionary housing ordinance is a land use tool that some cities (such as Long Beach and South Gate) have adopted as a method to create housing that is affordable to lower-income households and to ensure a healthy mix of household incomes. An inclusionary housing ordinance requires a set percentage of housing units in a newly constructed housing development to be rented or sold to households at a particular combined affordable household income level – very low income, low income, moderate income. At the time, the City Council response to such an affordable housing mandate was to take no action. (Please note that the Gateway Cities Council of Governments is presently working on a regional inclusionary housing ordinance for future consideration.)

With no immediate City Council direction to pursue an inclusionary housing ordinance with a defined affordable housing unit percentage for new housing construction, the time is right to pivot to the density bonus concept. A housing density bonus is a State requirement intended to encourage affordable housing, and it is a requirement of the

City's Housing Element. Density bonus law is an incentive-based approach to creating affordable housing.

The Paramount Housing Element is the housing-related element of the Paramount General Plan. On March 1, 2022, the City Council adopted the 6th Cycle Housing Element, which includes a Housing Plan with implementation programs. As stated in the approved Housing Element, the City will adopt a Density Bonus Ordinance that will complement other affordable housing incentives.

DISCUSSION

Not to be confused with population density, which relates to the amount of people within a specified area, housing density is the amount of permitted housing units allowed per acre. Most of the residential areas of the City, including areas in the R-1 (Single-Family Residential) and the R-2 (Medium Density Residential) zones, maintain low housing density. Housing density is generally capped at 22 dwelling units per acre in area in the R-M (Multiple-Family Residential) zone due to a local ballot measure passed by Paramount voters in 1988. However, as of 2021 the City has considered the provisions of the 22 units per acre maximum inapplicable to comply with State law. The City Attorney has confirmed as such. There are certain areas of the City that will be formally rezoned to 30 units per acre to comply with State of California requirements and implement the adopted Housing Element.

As noted above, Density Bonus Law is a State requirement. When a housing developer proposes a housing project with a specified percentage of affordable housing units, cities are required to grant additional density according to the amount and type of affordable housing units provided as specified by State law. Cities are also required to grant incentives and concessions, such as a reduced amount of parking or waiver or reductions of development requirements.

In 2020, Governor Newsom signed Assembly Bill (AB) 2345 (Lena Gonzalez), which expanded the State Density Bonus Law. The changes boost the bonus from 35% generally up to 50% in relation to the number and income level of deed-restricted affordable homes. There is an 80% bonus allowed for housing developments that are deed-restricted as 100% affordable. The update also reduces the required number of parking spaces from 2 to 1.5 parking spaces for each two-bedroom or three-bedroom housing unit.

Proposed Density Bonus Ordinance

The Assistant City Attorney worked with staff to develop the proposed Density Bonus Ordinance. The proposed ordinance integrates California Density Bonus Law into the Municipal Code. Anticipating future State changes, the proposed ordinance includes language confirming that the City will comply with all future State revisions to Density Bonus Law.

There are a number of types of housing projects that are eligible for a density bonus, including the following – (1) a mix of 80% low income and 20% moderate income units; (2) 5% of units for very low income households; (3) 10% of units for lower-income households; (4) a senior citizen development with a minimum of 35 housing units; and (5) 10% of units for foster youth.

As a means to encourage child care centers in housing developments, the proposed ordinance (as required by State law) allows for an additional density bonus that is an amount of square feet of residential space equal to or greater than the amount of square feet in the childcare facility.

The Density Bonus Ordinance does not apply to accessory dwelling units (ADUs) or housing units created through the Senate Bill (SB) 9 urban lot split process.

A local ordinance is useful for a number of reasons. It provides a clear process for developers who seek to take advantage of the State mandate, avoids a situation in which a housing developer presupposes a density bonus or incentive without first receiving Planning Commission approval, protects the City from legal challenges from developers and housing advocates, and demonstrates to the State and the public that the City is part of the solution to the housing affordability crisis.

Environmental Assessment

The project is exempt from the California Environmental Quality Act (CEQA) pursuant to CEQA Guidelines Section 15061(b)(3) – the general rule that CEQA applies only to projects which have the potential for causing a significant effect on the environment and CEQA does not apply where it can be seen with certainty that there is no possibility that the activity may have a significant effect on the environment.

FISCAL IMPACT

None.

VISION, MISSION, VALUES, AND STRATEGIC OUTCOMES

The City's Vision, Mission, and Values set the standard for the organization; establish priorities, uniformity and guidelines; and provide the framework for policy decisionmaking. The Strategic Outcomes were implemented to provide a pathway to achieving the Vision of a city that is safe, healthy, and attractive. This item aligns with Strategic Outcomes No. 1: Safe Community and No. 3: Economic Health.

RECOMMENDED ACTION

It is recommended that the City Council read by title only, waive further reading, introduce Ordinance No. 1163, and place it on the next regular agenda for adoption.

CITY OF PARAMOUNT
LOS ANGELES COUNTY, CALIFORNIA

ORDINANCE NO. 1163

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF PARAMOUNT APPROVING ZONING ORDINANCE TEXT AMENDMENT NO. 27, AMENDING TITLE 17 (ZONING), TO AMEND SECTION 17.04.010 (DEFINITIONS) AND ADD CHAPTER 17.114 TO THE PARAMOUNT MUNICIPAL CODE REGARDING DENSITY BONUSES FOR AFFORDABLE HOUSING PROJECTS IN THE CITY OF PARAMOUNT

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

SECTION 1. **Purpose and Findings.** The City Council finds and declares as follows:

- A. California Constitution Article XI, Section 7, enables the City of Paramount ("the City") to enact local planning and land use regulations; and
- B. The authority to adopt and enforce zoning regulations is an exercise of the City's police power to protect the public health, safety, and welfare; and
- C. The City desires to ensure that residential development occurs in a prudently effective manner, in accordance with the goals and objectives of the Paramount General Plan and reasonable land use planning principles as well as in compliance with the provisions of state law; and
- D. The Planning Commission held a duly noticed public hearing on August 9, 2022 at which time it considered all evidence presented, both written and oral, and at the end of the hearing voted to adopt Resolution No. PC 22:019, recommending that the City Council adopt this Ordinance; and
- E. The City Council held a duly noticed public hearing on this Ordinance on August 9, 2022, at which time it considered all evidence presented, both written and oral; and
- F. The City Council finds that the proposed addition of Chapter 17.114 will update the City's affordable housing requirements as they pertain to density bonuses, so that the affordability thresholds, density bonus amounts, and requisite concessions, incentives, and waivers align with newly-enacted State law set out in Government Code Section 65915 et seq.; and

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

SECTION 3. Section 17.04.010 (Definitions) of the Paramount Municipal Code is hereby amended to add the following definitions:

Application. The form, information, plans, required documentation, and fees submitted by an applicant to the appropriate public agency for the purpose of determining whether to approve or deny permits, licenses, certificates, or other entitlements from a public agency.

Childcare facility. A childcare facility other than a family day care home, including, but not limited to, infant centers, preschools, extended day care facilities, and school age childcare centers.

Covered parking. Parking stall(s) within a garage, carport, or completely under the overhanging portion of a building.

Density, housing. The number of dwelling units per acre.

Density bonus. A density increase over the otherwise maximum allowable residential density as of the date of application to the City.

Density bonus (condominium conversions). An increase in the number of dwelling units in an existing apartment building or complex of buildings.

Density bonus (new housing). A density increase over the otherwise maximum allowable residential density under the zoning ordinance and land use element of the general plan, at the time of application for a density bonus.

Maximum allowable residential density. The maximum density allowed under local zoning or land use element of the general plan for that project. If the zoning and land use element are inconsistent, the land use element shall prevail.

Mixed-use. Unless indicated otherwise within specific chapters or sections of this title, a mix of both nonresidential and residential uses, either within the same zone or project.

SECTION 4. Chapter 17.114 is added to the Paramount Municipal Code to read as follows:

Chapter 17.114

DENSITY BONUS AND OTHER INCENTIVES

17.114.010 Purpose

The provisions of this Chapter are established to comply with the preemptive requirements of California Government Code Sections 65915 - 65918, as those may be amended from time to time.

17.114.020 Definitions.

For purposes of this Chapter, the following terms shall be construed as defined in this section:

Affordable rent. The maximum monthly rent for a specified income level calculated in accordance with California Health and Safety Code Section 50053 and implementing regulations.

Affordable sales price. The maximum housing cost for a specified income level, calculated in accordance with California Health and Safety Code Section 50052.5 and implementing regulations.

Affordable units. Those dwelling units which are required to be rented at affordable rents or sold at an affordable sales price very low income households, lower income households, or moderate income households.

Applicant or developer. The person, persons, or entity who applies for a housing development, as well as the owner or owners of the property if the applicant does not own the property on which development is proposed.

Application. The form, information, plans, required documentation, and fees submitted by an applicant to the appropriate public agency for the purpose of determining whether to approve or deny permits, licenses, certificates, or other entitlements from a public agency.

Application, density bonus. An application submitted with a development plan for a housing development, requesting a density bonus and incentives and/or concessions.

Area Median Income or AMI. The median family income (adjusted for family size) for Los Angeles County promulgated and published annually by the California Department of Housing and Community Development ("HCD") pursuant to Title 25, § 6932 of the California Code of Regulations.

Childcare facility. A childcare facility other than a family day care home, including, but not limited to, infant centers, preschools, extended day care facilities, and school age childcare centers.

Concession or incentive. Concession or incentive as defined in California Government Code Section 65915.

Covered parking. A parking stall(s) within a garage, carport, or completely under the overhanging portion of a building.

Density bonus. A density increase over the otherwise maximum allowable residential density under the zoning and land use element of the general plan as of the date of application to the City.

Density bonus (condominium conversions). An increase in the number of dwelling units in an existing apartment building or complex of buildings.

Density bonus (new housing). A density increase over the otherwise maximum allowable residential density under the zoning ordinance and land use element of the general plan, at the time of application for a density bonus.

Development standard. Any local requirement for site or construction conditions, including, but not limited to, a height limitation, setback requirement, floor area ratio, onsite open-space requirement, or a parking ratio.

Housing development. A development project for five or more residential units, including a mixed-use development, and includes a subdivision or common interest development as defined in California Civil Code Section 4100, that consists of residential units or unimproved residential lots and either a project to substantially rehabilitate and convert an existing commercial building to residential use or the substantial rehabilitation of an existing multifamily dwelling where the rehabilitation results in a net increase of available residential units. These may include for-sale projects as defined in State law.

Lower Income Household. A household with a gross income that does not exceed 50% of Area Median Income (AMI).

Major transit stop. A site containing a rail station or the intersection of two or more bus routes with a service interval of 15 minutes or less during the morning and afternoon peak commute periods, as defined by California Public Resources Code 21064.3.

Maximum allowable residential density. The maximum density allowed under state law, or under local zoning or General Plan land use element for that project. If the zoning and land use element are inconsistent, the land use element shall prevail.

Mixed-use. Shall mean a mix of both nonresidential and residential uses, either within the same zone or project, unless indicated otherwise within specific chapters or sections of this title.

Moderate Income Household. A household with a gross income that does not exceed 80% of Area Median Income (AMI).

Planned development. A development as defined in California Civil Code Section 1351(k).

Specific adverse impact. A significant, quantifiable, direct, and unavoidable impact, based on objective, identified written public health or safety standards, policies, or conditions as they existed on the date the application was deemed complete but the following shall not constitute a specific, adverse impact upon the public health or safety:

1. Inconsistency with Title 17 (Zoning) of the Paramount Municipal Code or General Plan land use designation.
2. The eligibility to claim a welfare exemption under subdivision (g) of Section 214 of the Revenue and Taxation Code.
3. Impact on the physical environment.

Total units. A calculation of the number of units in a housing development, excluding units added by a density bonus award pursuant to this Chapter and including units designated to satisfy an inclusionary zoning requirement if applicable.

Very Low Income Household. A household with a gross income that does not exceed the 30% of Area Median Income (AMI).

17.114.030 Application.

A. Application. The applicant must file an application for a density bonus, on the form provided by the Planning Director and with the attachments required by that form, which is part of and must be filed with the application for the development project itself. The City will provide a list of required information for the application; applicant shall provide reasonable documentation to establish eligibility for a requested density bonus, which shall (at a minimum) include the following:

1. Identification of the section and/or subdivision of the State Density Bonus Law under which the application is made. See Government Code Section 65915, subdivision (b), paragraph (2) for requirements related to lower income households, very low income households, senior citizen housing development, transitional foster youth housing development, disabled veterans housing development, housing development for homeless persons, and moderate income common interest development; see Government Code Section 65915, subdivision (h) for donations of land; see Government Code Section 65915, subdivision (h) for child care facilities; and see Government

Code Section 65915.5 for conversion of apartments to condominium projects.

2. Quantity of the total density bonus requested, along with the factual and legal basis for the request in accordance with the State Density Bonus Law and this code.
 3. Identification of any incentives or concessions requested by the applicant, along with the factual and legal basis for the request in accordance with the State Density Bonus Law and this code.
 4. Identification of any waivers, reductions, or modifications of development standards requested by the applicant, along with the factual and legal basis for the request in accordance with the State Density Bonus Law and this code.
 5. A preliminary sketch plan showing the context and compatibility of the proposed project within the surrounding area, the number, type, size, and location of buildings, and parking. The design of proposed affordable dwelling units shall be compatible with the market-rate dwelling units within the project.
 6. Information satisfactory to the Director to enable the City to determine whether the requirements of the State Density Bonus Law and this code have been met by the applicant, including, for example, the project cost per unit and whether any requested incentive or concession is necessary to make the housing units economically feasible. (See Government Code Section 65915, subdivision (d).) Such information may include capital costs, equity investment, debt service, projected revenues, operating expenses, and any other information deemed necessary by the Director.
 7. Payment for the requisite fees in connection with the application.
- B. Deemed Complete. The application for a density bonus is part of the application for the development project itself; as such the application for a density bonus will not be deemed complete until the application for the housing or mixed use development is deemed complete and the density bonus shall be adjusted based upon any changes to the project during construction.
- C. Written Agreement. The City may not provide a density bonus or other incentive or concession without a written agreement with the developer by which the developer shall agree that:
1. A for-sale unit that qualified the applicant for award of a density bonus meets either of the following conditions:

- a. The unit is initially occupied by a person or family of very low, lower, or moderate income, as required, and it is offered at an affordable housing costs and is subject to an equity sharing agreement, or
 - b. The unit is purchased by a qualified nonprofit housing corporation pursuant to a recorded contract that satisfies all of the requirements specified in paragraph 10 of subsection (a) of Section 402.1 of the Revenue and Taxation Code and that includes the restrictions set forth in Government Code Section 65915(c)(2).
2. A very low and lower-income rental unit that qualified the applicant for the award of the density bonus will be affordable for fifty-five (55) years or a longer period of time if required by the construction or mortgage financing assistance program, mortgage insurance program, or rental subsidy program.

17.114.040 Eligible applicants and projects.

- A. Eligibility. To be eligible for the density bonus and other incentives and concessions set out in this Chapter and in the provisions of California Government Code Section 65915, the housing development applicant must agree that the housing development will contain at least one of the following, excluding any units permitted by the density bonus:
 1. One hundred percent of all units in the development, including total units and density bonus units, but exclusive of a manager's unit or units, are for lower income households, as defined by California Health and Safety Code Section 50079.5, except that up to 20 percent of the units in the development, including total units and density bonus units, may be for moderate-income households, as defined in Health & Safety Code Section 50053.
 2. Five percent of the total units of a housing development for very low income households, as defined in California Health and Safety Code Section 50105.
 3. Ten percent of the total units of a housing development for lower income households, as defined in California Health and Safety Code Section 50079.5.
 4. Ten percent of the total dwelling units in a common interest development, as defined in California Civil Code Section 4100, for persons and families of moderate income, as defined in California Health and Safety Code Section 50093, provided that all units in the development are offered to the public for purchase.

5. A senior citizen housing development, as defined in California Civil Code Sections 51.3 and 51.12, or a mobile home park that limits residency based on age requirements for housing for older persons pursuant to California Civil Code Section 798.76 or 799.5.
 6. Ten percent of the total units of a housing development for transitional foster youth, as defined in Education Code Section 66025.9, disabled veterans, as defined in Section 18541, or homeless persons, as defined in the federal McKinney-Vento Homeless Assistance Act (42 U.S.C. Sec. 11301 et seq.). The units described in this subparagraph shall be subject to a recorded affordability restriction of 55 years and shall be provided at the same affordability level as very low income units.
 7. Twenty percent of the total units for lower income students in a student housing development that meets the requirements of California Government Code Section 65915.
 8. Thirty percent of the total units for lower income households or at least fifteen percent of the total units for very low income households, if the project qualifies as a partnership between a commercial developer and an affordable housing developer, as set forth in California Government Code Section 65915.7.
- B. Existing/Prior Rent-Restricted Units. Notwithstanding the foregoing, an applicant shall not be eligible for a density bonus or other incentives if the housing development is proposed on property on which rental dwelling units are located (or were within the previous five years) subject to a covenant, deed restriction, local ordinance or state law that restricts rents to levels affordable to lower or very low income families or occupied by such lower or very low income households, unless the developer meets the requirements of California Government Code Section 65915 (c)(3) for replacement units.

17.114.050 Density bonuses and other incentives.

- A. Generally. For projects that are eligible under section 17.114.040, the City shall grant the following:
1. Density bonuses in accordance with Section 17.114.060.
 2. Concessions and incentives in the amount set forth in Section 17.114.060 in accordance with Section 17.114.070.
 3. Waivers or reductions of development standards, as described in Section 17.114.080.

4. A reduction of parking ratios, as described in Section 17.114.090.
- B. Additional. A project may qualify for the following additional density bonuses and incentives:
1. Childcare facilities bonuses and concessions or incentives, pursuant to Section 17.114.100.
 2. Condominium conversions bonuses and concessions or incentives, pursuant to Section 17.114.110.

17.114.060 Calculation of density bonus and incentives.

- A. General. The density bonus shall be calculated by the City pursuant to Government Code Section 65915(f). All density calculations shall be rounded up to the next whole number. For the purpose of calculating a density bonus, the residential units shall be on contiguous sites that are the subject of one development application, but do not have to be based upon individual subdivision maps or parcels. The density bonus shall be permitted in geographic areas of the housing development other than those areas where the lower income household units are location.
- B. Calculations.
1. 100% Affordable Housing Development. If 100 percent of the units in the housing development are lower income or very low income units, excluding manager's units, with up to 20 percent of the units for moderate income households, the City shall allow an 80 percent maximum density bonus and four (4) concessions or incentives meeting all the applicable eligibility requirements of this Chapter.
 2. Very Low Income Housing Development. A very low income housing development that meets the requirements of subsection 17.114.040(A)(2) shall be entitled to the following density bonus calculation and number of incentives or concessions:

Very Low Income Unit Percentage	Density Bonus	Incentives or Concessions
5% - 9%	20% - 30%	1
10% - 11%	32.5% - 35%	2
12% - 13%	38.75% - 42.5%	2
14%	46.25%	2
15% - 99%	50%	3

100% (Can include a combination of very low and lower income, with up to 20% moderate income)	80%	4
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3. Lower Income Housing Development. A low income housing development that meets the requirements of subsection 17.114.040(A)(3) shall be entitled to the following density bonus calculation:

Lower-Income Unit Percentage	Density Bonus	Incentives or Concessions
10% – 13%	20% - 24.5%	1
14% - 16%	26% - 29%	1
17% - 20%	30.5% - 35%	2
24% - 99%	50%	3
100% (Can include a combination of very low and lower income, with up to 20% moderate income)	80%	4

4. Moderate Income Housing Development. A moderate income housing development that meets the requirements of subsection 17.114.040(A)(4) shall be entitled to the following density bonus calculation and number of concessions or incentives:

Moderate Income Unit Percentage	Density Bonus	Incentives or Concessions
10% - 15%	5% - 10%	1
16% - 19%	11% - 14%	1
20% - 29%	15% - 24%	2
30% - 35%	25% - 30%	3
36% - 42%	31% - 42.5%	3
43% - 44%	46.25 - 50%	3
45% - 99%	50%	3
100% (Can include a combination of very low and lower income, with up to 20% moderate income)	80%	4

5. Senior Citizen Housing Development. A senior citizen housing development that meets the requirements of subsection 17.114.040(A)(5) shall be entitled to a 20 percent density bonus.
 6. Transitional Housing Development. A transitional housing development that meets the requirements of subsection 17.114.040(A)(6) shall be entitled to a 20 percent density bonus.
 7. Student Housing Development. A student housing development that meets the requirements of subsection 17.114.040(A)(7) shall be entitled to a 35 percent density bonus and shall be entitled to one (1) concession or incentive.
 8. Commercial Partnerships. Projects that meet the requirements of subsection 17.114.040(A)(8) may be entitled to the concessions and incentives set forth in California Government Code Section 65915.7, subject to the approval of the City.
- C. Land Donation. When an applicant for a tentative subdivision map, parcel map, or other housing development donates land to the City that meets the requirements of subsection (C)(1), the applicant shall be entitled to the increased density bonus calculations in subsection (C)(2).
1. Requirements. An applicant will be entitled to a density bonus if the land donation meets the following requirements:
 - a. The land is donated and transferred no later than the date of approval of the final subdivision map, parcel map, or residential development application to the City or to a housing developer approved by the City and by this time the transferred land shall have all permits and approvals, other than building permits, necessary for the development of the very low income housing, with the exception of any design review that would be allowed pursuant to Government Code Section 65583.2(l), as the same may be amended from time to time, if the design has not been reviewed prior to the time of transfer.
 - b. The zoning classification and general plan designation of the land is appropriate for affordable housing and the land is or will be served by adequate public facilities and infrastructure.
 - c. The transferred land is at least one acre in size or sufficient size to permit development of at least 40 units.
 - d. There is appropriate zoning and development standards to make the development of the affordable units feasible.

e. The transferred land is within the boundary of the proposed development. The applicant may submit a written request to the City to allow the transferred land to be located within ¼ mile of the boundary of the proposed project.

2. Density Bonus. Land donations made in accordance with subsection (C)(1) shall be entitled to the following density bonus calculation and number of concessions or incentives:

Lower Income Units Percentage	Density Bonus	Incentives or Concessions
10% - 19%	15% - 24%	0
20% -29%	25% - 34%	0
30% +	35%	0

17.114.070 Incentives and concessions.

A. Types. As used here, “incentives and concessions” means

1. A reduction in site development standards or modification of zoning code or architectural design requirements that exceed the minimum building standards approved by the California Building Standards Commission as set out in California Health and Safety Code Section 18901, specifically including reductions in setback requirements, square footage requirements, and parking ratios when those result in identifiable and actual cost reductions that allow the developer to provide for affordable units as defined in Section 17.114.040 above.
2. Approval of mixed-use zoning if commercial, office, industrial or other land use will reduce the cost of the housing development, are compatible with the housing development and other existing or planned development in the area where the housing development will be located.
3. Other regulatory incentives or concessions proposed by the developer or City and result in identifiable and actual cost reductions to provide for affordable units or rents as set out in Section 17.114.040 above.
4. The incentives and concessions are to be provided in addition to any density bonus and reduced parking ratio.

B. Requirements. The City must grant the incentive or concession unless the City makes a written finding, based upon substantial evidence, as follows:

1. The incentive or concession will not result in identifiable and actual cost reductions to provide for affordable housing costs, as defined in California Health and Safety Code Section 50052.5, or for rents for the targeted units to be set at the applicable affordability levels; or

2. The incentive or concession would have a specific adverse impact upon public health and safety or the physical environment or on any real property that is listed in the California Register of Historical Resources and for which there is no feasible method to satisfactorily mitigate or avoid the specific adverse impact without rendering the development unaffordable to low- income and moderate income households; or
3. The concession or incentive would be contrary to state or federal law.

C. Exclusions.

1. Granting of a concession or incentive shall not require or be interpreted to require a general plan amendment, zone change, study, or discretionary approval.
2. Except as for the incentive or concession itself or a waiver or reduction, granting of a concession or incentive shall not require the waiver of any local ordinance, including but not limited to those unrelated to development standards. The housing development shall comply with all other applicable provisions of this Code.
3. The City is not required to provide direct financial incentives for the housing development or to waive fees or dedication requirements.
4. This ordinance does not prohibit the City from granting a density bonus greater than that provided for in this ordinance and in state law or from granting a lower density bonus to housing developments that do not meet the requirements of this ordinance.

17.114.080 Waivers and reductions of development standards.

- A. Request. The applicant also may request a waiver or reduction of development standards. That request does not reduce or increase the number of incentives or concessions to which the developer is entitled.
- B. Requirement. The City may not apply any development standard that will have the effect of physically precluding construction of the housing development which meets the income standards of Section 17.114.040 above with the concessions and incentive permitted.
- C. Exclusions.
 1. The City is not required to waive or reduce development standards if to do so would have a specific, adverse impact, as defined above, for which there is no feasible mitigation or avoid that impact. unless such waiver or modification does not result in identifiable and actual cost

reductions to provide for affordable housing costs or would have a specific, adverse impact, upon public health, safety, or the physical environment, and for which there is no feasible method to mitigate or avoid the specific adverse impact.

2. The City is not required to waive or reduce development standards that would have an adverse impact on any real property listed in the California Register of Historical Resources, or grant any waiver or reduction contrary to state or federal law.

- D. Fees. No affordable housing impact fees, including inclusionary zoning fees and in-lieu fees, may be levied on the affordable units in a density bonus project.

17.114.090 Parking requirements.

If a housing development meets the requirements of 17.114.040, the following parking requirements apply. If the total number of parking spaces for a development is other than a whole number, the number shall be rounded up to the next whole number. For purposes of this section, a housing development may provide onsite parking through tandem parking or uncovered parking, but not through onstreet parking.

- A. General Parking Requirements. Upon an applicant's request, the City may not require more than the following parking ratios for housing developments (inclusive of parking for persons with disabilities):

Studio	1 space
1 Bedroom	1 space
2 Bedroom	1.5 spaces
3 Bedroom	1.5 spaces
4 Bedroom	2.5 Spaces

- B. Special Parking Requirements. Notwithstanding subsection (A), upon the request of a developer, the City shall not impose a parking ratio, inclusive of parking for persons with a disability and guests, that exceeds the following for specified projects:

Rental or for-sale housing development with at least 11% very lower income or 20% lower income units, within ½ mile of accessible major transit stop.	0.5 spaces per unit
For-sale housing development with at least 40 percent moderate-income units, within ½ mile of a major transit stop, as defined by Public Resources Code Section 21155(b), and where residents of the housing development have unobstructed access to the major transit stop.	0.5 spaces per bedroom

Rental housing development that is 100% affordable to lower income households, as defined by Health and Safety Code Section 50079.5, within ½ mile of accessible major transit stop.	0 spaces per unit
Rental senior citizen housing development that is 100% affordable to lower income households, either with paratransit service or within ½ mile of accessible bus route (operating at least eight times a day).	0 spaces per unit
Rental housing development that is 100% affordable to lower income households that is a special needs housing development, as defined in Health and Safety Code Section 51312.	0 spaces per unit
Rental housing development that is 100% affordable to lower income households that is a supportive housing development, as defined in Health and Safety Code Section 5675.14.	0 spaces per unit

- C. Effect. The application of the ratios herein does not reduce or increase the number of incentives or concessions to which an applicant is entitled. An applicant may request parking incentives or concessions beyond those provided herein.
- D. Special Needs Parking. Except as otherwise provided, these requirements to do not apply to parking for special needs or supportive housing development as described in Government Code Section 65915 (p) (4).
- E. City Discretion. The City may reduce or eliminate parking requirements for any development project but is not required to do so.

17.114.100 Childcare facilities.

When an applicant for a housing development includes a childcare facility that meets the requirements in subsection (A)(1) herein, the applicant shall be entitled to the density bonus and concession or incentive in subsection (A)(2):

- A. Requirements. If an application for a housing development is submitted pursuant to this Chapter, and includes a childcare facility on the premises of, as part of, or adjacent to, the project, the City shall require as a condition of approval that the following occur:
1. The childcare facility shall remain in operation for a period of time that is as long as or longer than the period of time during which the density bonus units are required to remain affordable, pursuant to the State Density Bonus Law.
 2. Of the children who attend the childcare facility, the children of very lower income households, lower income households, or families of moderate income shall equal a percentage that is equal to or greater than the percentage of dwelling units that are required for very lower

income households, lower income households, or families of moderate income, pursuant to the State Density Bonus Law.

- B. Density Bonus and Concessions or Incentives. If a housing development meets the requirements of subsection (A)(1), then the City shall grant either of the following:
1. An additional density bonus that is an amount of square feet of residential space that is equal to or greater than the amount of square feet in the childcare facility.
 2. An additional concession or incentive that contributes significantly to the economic feasibility of the construction of the childcare facility.
- C. Notwithstanding any requirement of this section, the City shall not be required to provide a density bonus or concession for a childcare facility if it finds, based upon substantial evidence, that the community has adequate childcare facilities.

17.114.110 Condominium conversions.

To receive a density bonus or concessions or incentives set forth in subsection (A), an applicant shall meet the requirements for condominium conversions set forth in subsection (B).

- A. Requirements. An applicant proposing to convert apartments to condominiums shall meet the following requirements:
1. A minimum of 33 percent of the total units of the housing development shall be restricted and affordable to low income or moderate-income households, or
 2. A minimum of 15 percent of the total units of the housing development shall be restricted and affordable to lower-income households.
- B. Density Bonus or Concessions or Incentives. If an applicant satisfies the conditions in subsection (A), the City shall grant a density bonus or other concessions or incentives of equivalent value. An applicant proposing to convert apartments to condominiums shall be ineligible for a density bonus, concession or incentives under this section if the apartments proposed for conversion constitute a housing development for which a density bonus, concession or incentives were previously provided under this Chapter. A density bonus awarded pursuant to this section shall be equal to a 25 percent increase in units to be provided within the existing structure or structure proposed for conversion. For concessions or incentives, the City shall not be required to provide cash transfer payments or monetary compensation but may include reductions or waivers of requirements which the City might otherwise apply as conditions of conversion approval.

- C. Nothing in this Chapter shall be construed to require the City to approve a proposal to convert apartments to condominiums.

17.114.120 Administration of the density bonus and incentives and concession process.

- A. Continued Availability and Affordability. Before the issuance of any building permit for any dwelling unit in a development for which density bonus units have been awarded or incentives or concessions have been received, the City shall verify that the land use permit application for the residential project includes:

1. The actual density bonus units, incentives and concessions and waivers and reductions based upon the units actually to be constructed as those shall be adjusted accordingly; and
2. The applicant shall enter into a written covenant with the City to guarantee the continued affordability of all lower income and restricted occupancy density bonus units as required by Government Code section 65915. The terms and conditions of that agreement shall be recorded to run with the land for a minimum 55 year period or longer as required by State law, shall be binding on all successors in interest, and shall be approved as to form by the Planning Director and City Attorney.

- B. Processing of Density Bonus Request.

1. Requests for affordable units shall require approval of a building permit, together with all other permits required by this Code, in compliance with the requirements of this Code, which requirements shall be reviewed and recommended by the Planning Commission, and approved by the Council.
2. The City shall provide a list of the criteria to be considered in granting a permit under this Chapter.
 - a. Density bonus: Criteria to be considered in analyzing a requested density bonus shall include whether the applicant has agreed to construct a development that meets the requirements of this Chapter.
 - b. Incentives and Concessions: Criteria to be considered in analyzing a requested incentive or concession shall include whether the applicant has provided information demonstrating that the requested incentives, concessions, or waivers will result in identifiable and actual cost reductions to provide for affordable housing costs, as defined in Section 50052.5 of the California

Health and Safety Code or for rents for the targeted units to be set at the applicable affordability levels and whether an incentive or concession has a specific adverse impact upon health, safety or the physical environment, and whether there is no feasible method to eliminate or mitigate such specific adverse impact.

3. In the event that the City does not grant at least one financial concession or incentive as defined in Government Code Section 65915 in addition to the density bonus, the City must find that additional concessions or incentives will not result in identifiable and actual cost reductions to provide for affordable housing costs, as defined in Section 50052.5 of the California Health and Safety Code, or for rents for the targeted units to be set at the applicable affordability levels; and There are sufficient provisions to guarantee that the units will remain affordable in the future.
- C. Waiver. If the density bonus, incentives, or concessions cannot be accommodated on a site due to strict compliance with the provisions of Title 17 of the Paramount Municipal Code, the City Council shall waive or modify such development standards, to the extent required by state law, to accommodate the bonus units, incentives, or concessions to which the development would be entitled, unless such waiver or modification does not result in identifiable and actual cost reductions to provide for affordable housing costs or would have a specific, adverse impact upon public health, safety, or the physical environment, and for which there is no feasible method to mitigate or avoid the specific adverse impact.
 - D. The Planning Commission's failure or refusal to grant a density bonus may be appealed to the City Council as set out in Section 17.48.050 of the Paramount Municipal Code.
 - E. The decision of the City Council on a density bonus, incentives, concessions, or waiver or reductions or parking ratios, is final. The applicant may challenge that determination by the appropriate action with the Superior Court. The City has the burden of proof in any such litigation. If the court finds that the City refused to grant the density bonus, incentive or concession, waiver or reduction or parking ratio in violation of California Government Code Section 65915, it shall award reasonable attorney's fees and costs.

17.114.130 Rental and for-sale limits; affordability covenants

- A. Except where moderate income units are allowed, rents for lower income density bonus units must be set at affordable rents as defined in California Health and Safety Code Section 50053.

- B. The applicant shall agree to and the City shall enforce affordability covenants for a minimum of 55 years for all low and very low income units for which the developer was granted a density bonus.
- C. For-sale units:
 - 1. The price of the unit must at an affordable housing cost for very low, low or moderate income families, as set out in California Health and Safety Code Section 50052.5.
 - 2. The developer shall agree to and the City shall enforce such affordability requirements for the initial occupants of such units.
 - 3. If the City has subsidized the for-sale development, the developer and the City shall enter into an equity-sharing agreement as set out in California Government Code Section 65915(c)(2). The City thereafter shall enforce the equity sharing agreement unless here is a conflict with another law or public funding source.
 - 4. Where the for-sale unit has qualified the applicant for a density bonus, that unit must meet one of the following conditions:
 - a. The unit is occupied first by a low-moderate income family or person and the unit is offered at an affordable housing cost and is subject to an equity sharing agreement, or
 - b. The unit is purchased by a qualified nonprofit housing corporation pursuant to a recorded contract that satisfied the requirements of Revenue and Taxation Code § 402.1(a)(10) and that includes all of the following an equity sharing agreement and affordability restrictions on the sale and conveyance of the property that ensure that it will be preserved for lower income housing for at least 45 years for owner-occupied housing units and will be sold or resold only to persons or families of very low, low, or moderate income.

SECTION 5. California Environmental Quality Act (CEQA). This ordinance is exempt from CEQA pursuant to CEQA Guidelines Section 15305, minor alterations in land use limitations in areas with an average slope of less than 20% that do not result in any changes in land use or density and Section 15061(b)(3) which is the general rule that CEQA applies only to projects which have the potential for causing a significant effect on the environment and CEQA does not apply where it can be seen with certainty that there is no possibility that the activity may have a significant effect on the environment.

SECTION 6. Severability. If any section, subsection, sentence, clause, or phrase in this ordinance or the application thereof to any person or circumstance is for any reason held invalid, the validity of the remainder of the ordinance or the application of such provision to other persons or circumstances shall remain in full force and affect and shall

not be affected thereby. The City Council hereby declares it would have passed this ordinance and each section, subsection, sentence, clause or phrase thereof, irrespective of the fact that one or more sections, subsections, sentences, clauses, or phrases or the application thereof to any person or circumstance be held invalid.

SECTION 7. Effective Date. This Ordinance shall take effect 30 days after its adoption, shall be certified as to its adoption by the City Clerk, and shall be published as required by law together with the names and members of the City Council voting for and against the Ordinance.

SECTION 8. Certification. The City Clerk shall certify to the passage and adoption of this ordinance and shall cause the same to be published or posted according to law.

PASSED, APPROVED, and ADOPTED by the City Council of the City of Paramount this 4th day of October 2022.

Vilma Cuellar Stallings, Mayor

ATTEST

Heidi Luce, City Clerk

SEPTEMBER 6, 2022

RESOLUTION NO. 22:044

“A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PARAMOUNT
SETTING FORTH ITS FINDINGS OF FACT AND APPROVING A REQUEST
BY PANATARATT KATE TIRATHANANON/CATE’S CORNER FOR A CITY
COUNCIL PERMIT FOR LIVE ENTERTAINMENT (KARAOKE) AT 8400
ALONDRA BOULEVARD IN THE CITY OF PARAMOUNT”

MOTION IN ORDER:

READ BY TITLE ONLY AND ADOPT RESOLUTION NO. 22:044

MOTION:

MOVED BY: _____

SECONDED BY: _____

[] APPROVED

[] DENIED

ROLL CALL VOTE:

AYES: _____

NOES: _____

ABSENT: _____

ABSTAIN: _____



To: Honorable City Council

From: John Moreno, City Manager

By: John Carver, Planning Director
Ivan Reyes, Associate Planner

Date: September 6, 2022

**Subject: RESOLUTION NO. 22:044
CITY COUNCIL PERMIT FOR LIVE ENTERTAINMENT (KARAOKE)
(PANATARATT KATE TIRATHANANON/CATE'S CORNER)**

BACKGROUND

This application is a request by Panataratt Kate Tirathananon/Cate's Corner for a City Council Permit for live entertainment (karaoke) at 8400 Alondra Boulevard in the C-3 (General Commercial) zone. The property is located in the Plaza Gamino development at the southeast corner of Alondra Boulevard and Indiana Avenue. The one-acre site is developed with a 12,880 square foot multi-tenant building facing Alondra Boulevard.

The applicant originally began operating the business as Kate's Ice Cream in 2018. In December 2021, the Planning Commission approved Conditional Use Permit No. 911 (see Attachment A) to operate a restaurant with beer and wine for onsite consumption. At that time, the business rebranded as Cate's Corner, a sit-down restaurant specializing in burgers, sandwiches, and desserts from Thailand. The business is licensed by the California Department of Alcoholic Beverage Control (ABC) for "Type 41" sales of beer and wine for onsite consumption.

Chapter 5.28 of the Paramount Municipal Code states that a City Council Permit is required for live performances. With karaoke gaining local popularity in the 1990s, the City Council began requiring an approved City Council Permit for a business to feature karaoke as a form of live entertainment. The City Council may grant or deny a request for a City Council Permit based on the impact that the proposed use will have on the public health, safety, or welfare. The City Council may also impose conditions upon the granting of a City Council Permit to ensure that the use is not in conflict with surrounding land uses.

Request

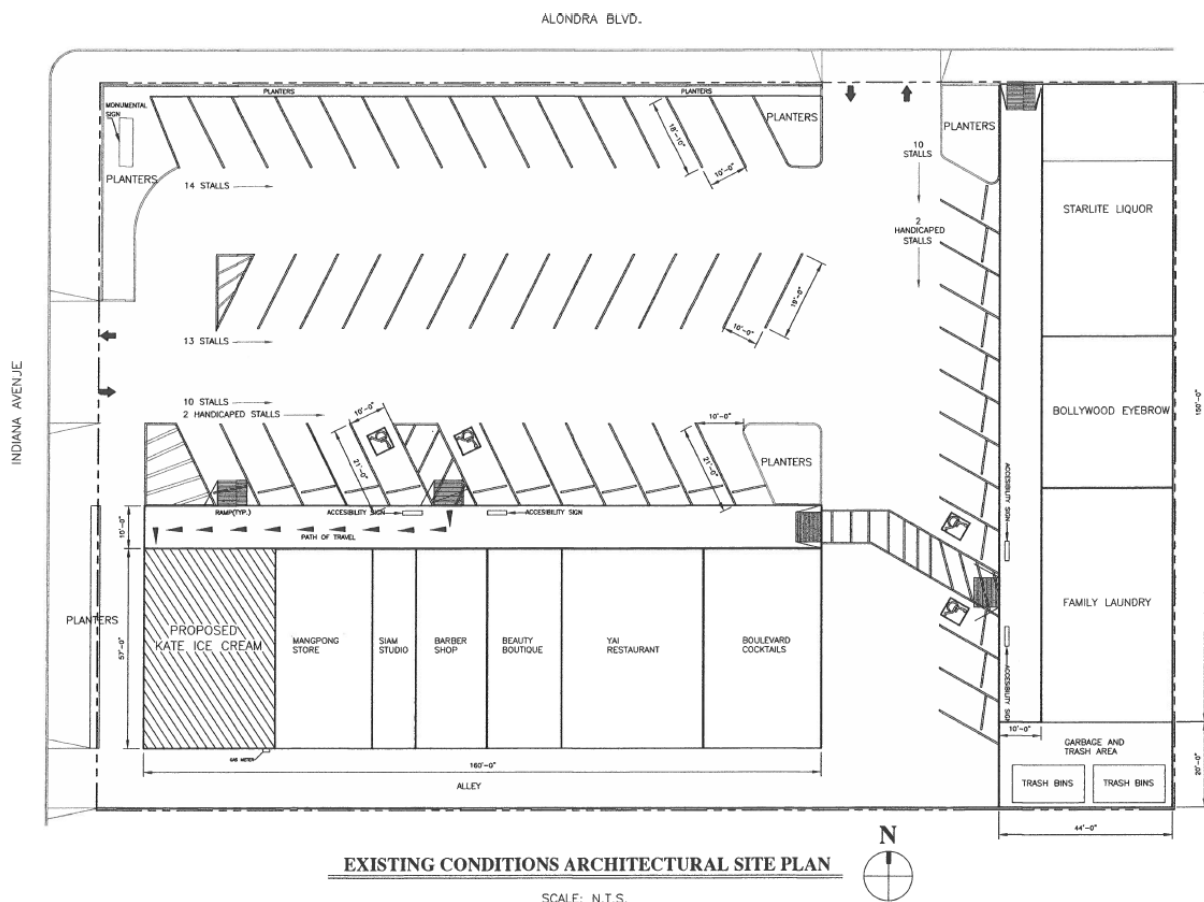
The applicant is requesting a City Council Permit to allow karaoke on Saturdays from 4:00 p.m. to 9:00 p.m. and Mondays from 2:00 p.m. to 9:00 p.m. Karaoke will not be provided on the other days of the week. Karaoke offerings will consist of self-service and hosted formats.

Other Paramount establishments with active karaoke entertainment as approved by the City Council are summarized in the chart below:

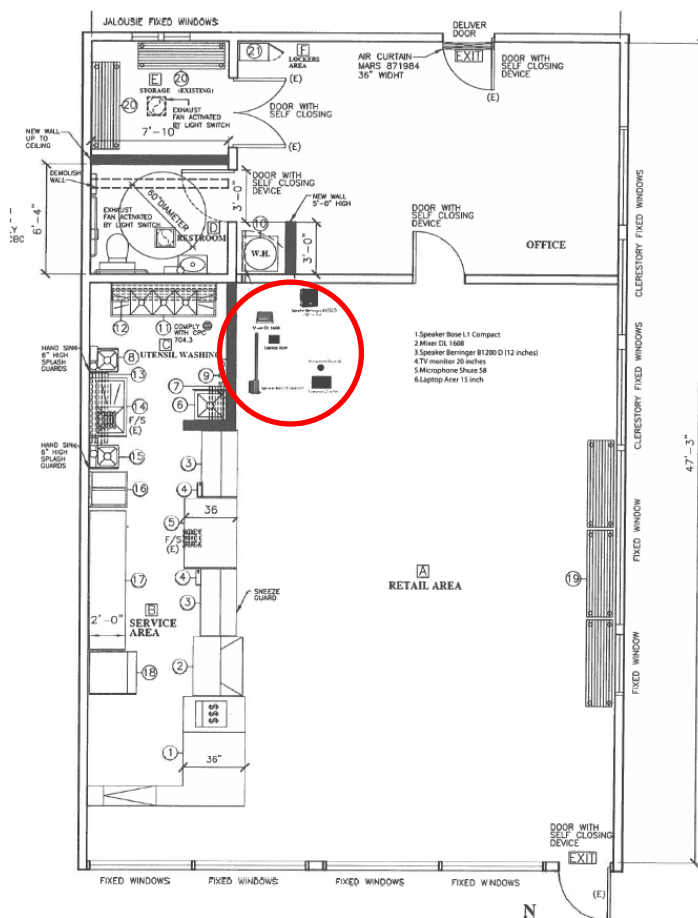
BUSINESS	ADDRESS	DAYS/HOURS	DATE APPROVED
Bldv Cocktails	8400 Alondra Blvd.	Fridays and Sundays, 7:00 p.m. to 2:00 a.m.	7/7/2015
Casa Adelita Restaurant	8063 Alondra Blvd.	Thursday to Sunday, 7:00 p.m. to 10:00 p.m.	7/6/2010
Mariscos Mi Lindo Sinaloa	7610 Rosecrans Ave.	Saturdays and Tuesdays, 6:00 p.m. to 11:00 p.m.	12/1/2015

Plans

Below is the existing site plan of the Plaza Gamino property at 8400 Alondra Boulevard. The subject suite is shaded.



Below is the existing floor plan with the proposed karaoke area and equipment in the circled area.

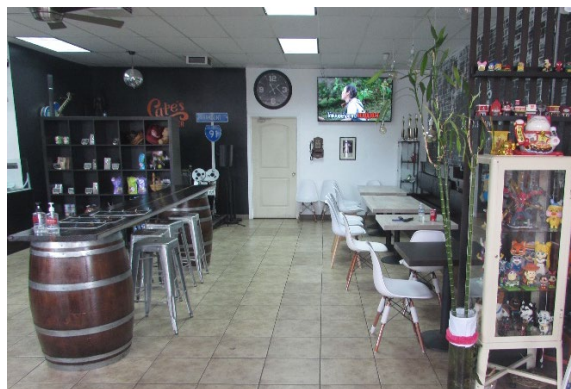


Site Photos

Below are site photos from August 15, 2022. The first photo depicts the entrance to the tenant space, and the second photo depicts the inside of the tenant space.



Front of the tenant space



Inside the tenant space

DISCUSSION

As required by the Municipal Code, the Public Safety Department and the Los Angeles County Sheriff's Department have reviewed the application, and they have no objections to the issuance of this permit. During the course of the year while in business, Cate's Corner has operated without serious incident. Security cameras, which have been installed, will be reviewed by the Public Safety Department. Other recommended conditions of approval will prevent music and singing from disturbing neighboring tenants or property owners. Loitering in the parking lot will be expressly prohibited, and all doors will be required to remain closed during the hours of operation except for the entering and exiting of customers and employees. A six-month City Council review is recommended as a condition to ensure the long-term compliance of the conditions of approval and safeguard the surrounding businesses and tenants.

FISCAL IMPACT

None.

VISION, MISSION, VALUES AND STRATEGIC OUTCOMES

The City's Vision, Mission, and Values set the standard for the organization; establish priorities, uniformity, and guidelines, and provide the framework for policy decisionmaking. The Strategic Outcomes were implemented to provide a pathway to achieving the City's Vision of a city that is safe, healthy, and attractive. This item aligns with Strategic Outcome No. 1: Safe Community and No. 3: Economic Health.

RECOMMENDED ACTION

It is recommended that the City Council read by title only and adopt Resolution No. 22:044, approving a City Council Permit for karaoke at Cate's Corner at 8400 Alondra Boulevard, subject to the following conditions:

1. This City Council Permit shall not be effective for any purposes until the business owners have filed at the office of the Planning Department their affidavit stating that they acknowledge and accept all conditions of approval for this permit. The affidavit shall be submitted by Friday, September 23, 2022.
2. One security guard in possession of a valid security guard registration from the California Bureau of Security and Investigative Services shall be onsite during karaoke hours of operation until the business is closed and until all patrons have vacated the premises. The guard shall be plainly identifiable by uniform and shall patrol the parking lot at least twice each hour as needed.
3. Self-service and hosted karaoke shall be permitted inside the establishment on Saturdays from 4:00 p.m. to 9:00 p.m. and Mondays from 2:00 p.m. to 9:00 p.m.

4. If the Planning Director or Public Safety Director determines that the operation of the business negatively impacts the public peace, health, safety, or general welfare, the City Council shall have the authority to review the City Council Permit, and may revoke, suspend, or modify the Permit in order to protect the public peace, health, safety, and general welfare.
5. No change or alteration to the approved entertainment format shall occur without prior written approval from the City of Paramount.
6. The maximum number of occupants shall be established by the Fire Marshall according to each specific entertainment use and floor plan. A maximum occupancy placard shall be posted in a conspicuous location on the premises. This occupancy limitation shall not be violated.
7. It shall be unlawful for any person, who is intoxicated, or under the influence of any drug, to enter, be at, or remain upon the licensed premises as set forth in Section 25602(a) of the California Business and Professions Code.
8. The person designated to be responsible for the operation of the business shall not perform official police or investigative activities but shall immediately report every violation of law and every unusual occurrence to the Sheriff's Station.
9. Karaoke provided shall not be audible beyond the area under control of the applicant. Karaoke shall not disturb the neighbors. No amplified sound equipment shall be installed on the exterior of the building.
10. During the hours of karaoke, the owner, the manager, or a designated responsible person 18 years of age or older shall be on the premises and shall be responsible for the operations during the hours of karaoke. This person shall possess on their person a valid driver license or identification card issued by the California Department of Motor Vehicles. This person shall also be able to communicate effectively with regulatory officials and have the ability to immediately contact the owner. The person will immediately introduce himself or herself to any regulatory officials.
11. The owners, managers, and persons designated to be responsible for the operation of the business shall cooperate fully with all City of Paramount officials, law enforcement personnel, and Code Enforcement Officers, and shall not obstruct or impede their entrance into the licensed premises while in the course of their official duties.
12. No alcohol shall be stored on the premises for specific customers.

13. No employee or agent shall be permitted to accept money or any other thing of value from a customer for the purpose of sitting or otherwise spending time with customers while on the premises, nor shall the licensee provide, permit, or make available persons who act as escorts, companions, or guests of and for the customers, either with or without compensation.
14. No employee or agent shall solicit or accept any alcoholic or non-alcoholic beverage from any customer while on the premises.
15. There shall be no selling of alcoholic beverages for future compensation.
16. Any graffiti painted or marked upon the premises or on any adjacent area under the control of the licensee shall be immediately removed or painted over to match the predominant surface color.
17. No obstructions shall be attached, fastened, or connected to either the partitions or ceiling to separate the interior space of the licensed premises.
18. No self-service of alcoholic beverages shall be permitted.
19. No person under the age of 21 shall sell or deliver alcoholic beverages.
20. The entire premises are subject to inspection by the Sheriff's Department and the City of Paramount Department of Public Safety at any time. Any locked or otherwise secured rooms shall be opened upon demand.
21. The approved floor plan shall not be changed without prior approval by the Planning Department and the Sheriff's Department.
22. All required permits and licenses from all relevant regulating bodies shall be valid at all times. A copy of all licenses, permits, and conditions shall be posted and maintained in a place conspicuous and readable by all employees and customers of the business.
23. All doors shall be kept closed during the karaoke hours except for ingress and egress.
24. No outside loitering shall be allowed on the premises. A professionally fabricated sign indicating as such shall continue to be posted.
25. The business owner(s) and property owner(s) shall be responsible for maintaining free of litter the area adjacent to the premises over which they have control.
26. The applicant shall maintain all necessary approvals from the Department of Alcoholic Beverage Control (ABC).

27. A single jukebox may be maintained upon the premises; however, the music shall not be audible outside the premises.
28. In the ongoing business operations, the applicant shall comply with the Noise Ordinance (Chapter 9.12 of the Paramount Municipal Code) and make all feasible efforts to minimize noise.
29. Window sign area shall be limited to forty percent of each grouping of adjacent panes of glass.
30. Prior to beginning of operations of karaoke, the Public Safety Department shall review and approve the security camera locations and orientations, including comprehensive camera views of the establishment interior, exterior, and parking lot. The approved cameras or more technologically advanced versions of the approved cameras shall be maintained in perpetuity. In the event of an incident and upon request, the business owners shall allow unimpeded inspection of the security camera system to Sheriff's Department and City of Paramount personnel.
31. All exterior signage requires review and approval by the Planning Department.
32. Human signs, sign walkers, and sign spinners are prohibited on the property and the public rights-of-way.
33. The outdoor trash receptacles shall be painted following separate Planning Department review and approval of the paint color.
34. Special events, including but not limited to events produced or administered by independent promoters, shall be reviewed in accordance with Special Event Permit regulations by the Planning Department. The applicant shall submit a Special Event Permit application at least two weeks in advance of a proposed event.
35. An active City of Paramount business license shall be maintained.
36. Revisions to an existing City Council Permit require separate review and approval by the City Council. City Council Permits expire upon sale or transfer of the business to a new business owner.
37. At all times while this City Council Permit for live entertainment is effective, the applicant shall comply with all requirements and conditions of approval of the California Department of Alcoholic Beverage Control (ABC) and Conditional Use Permit No. 911.
38. Failure to comply with any of the above conditions of approval and/or any applicable laws shall be cause for the modification, suspension, or revocation of this permit.

39. The City Council shall conduct a six-month review at the first City Council meeting six months after approved karaoke commence on the premises.

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CITY OF PARAMOUNT
LOS ANGELES COUNTY, CALIFORNIA

RESOLUTION NO. 22:044

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PARAMOUNT
SETTING FORTH ITS FINDINGS OF FACT AND APPROVING A
REQUEST BY PANATARATT KATE TIRATHANANON/CATE'S CORNER
FOR A CITY COUNCIL PERMIT FOR LIVE ENTERTAINMENT
(KARAOKE) AT 8400 ALONDRA BOULEVARD IN THE CITY OF
PARAMOUNT

WHEREAS, the City Council of the City of Paramount has considered a request by Panataratt Kate Tirathananon/Cate's ("Applicant") Corner for a City Council Permit for live entertainment (karaoke) at 8400 Alondra Boulevard in the City of Paramount as required under Section 5.28.020 of the Paramount Municipal Code ("Code"); and

WHEREAS, Section 5.28.020(F) of the Code requires the City Council to make reasonable findings and determination that the Applicant and its employees having the management or supervision of Applicant's business are of good and moral character and reputation and that the proposed amusement or live entertainment operation under the permit will comport with the peace, health, safety, convenience, morals, and general welfare of the public; and

WHEREAS, Section 5.28.20(F) of the Code requires that any City Council Permit for live entertainment issued shall be for a term of one (1) year and subject to the requirements and conditions imposed by the City Council.

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

SECTION 1. The above recitations are true and correct.

SECTION 2. The City Council finds that it has conducted all of the proceedings necessary, including hearings, and in compliance with State Law and the Code of the City of Paramount.

SECTION 3. The City Council reasonably finds that the evidence presented does justify the granting of this application to approve the City Council Permit for live entertainment, subject to those requirements and qualifications stated in Section 5.28.20 of the Paramount Municipal Code and the following conditions of approval:

1. This City Council Permit shall not be effective for any purposes until the business owners have filed at the office of the Planning Department their affidavit stating that they acknowledge and accept all conditions of approval for this permit. The affidavit shall be submitted by Friday, September 23, 2022.

2. One security guard in possession of a valid security guard registration from the California Bureau of Security and Investigative Services shall be onsite during karaoke hours of operation until the business is closed and until all patrons have vacated the premises. The guard shall be plainly identifiable by uniform and shall patrol the parking lot at least twice each hour as needed.
3. Self-service and hosted karaoke shall be permitted inside the establishment on Saturdays from 4:00 p.m. to 9:00 p.m. and Mondays from 2:00 p.m. to 9:00 p.m.
4. If the Planning Director or Public Safety Director determines that the operation of the business negatively impacts the public peace, health, safety, or general welfare, the City Council shall have the authority to review the City Council Permit, and may revoke, suspend, or modify the Permit in order to protect the public peace, health, safety, and general welfare.
5. No change or alteration to the approved entertainment format shall occur without prior written approval from the City of Paramount.
6. The maximum number of occupants shall be established by the Fire Marshall according to each specific entertainment use and floor plan. A maximum occupancy placard shall be posted in a conspicuous location on the premises. This occupancy limitation shall not be violated.
7. It shall be unlawful for any person, who is intoxicated, or under the influence of any drug, to enter, be at, or remain upon the licensed premises as set forth in Section 25602(a) of the California Business and Professions Code.
8. The person designated to be responsible for the operation of the business shall not perform official police or investigative activities but shall immediately report every violation of law and every unusual occurrence to the Sheriff's Station.
9. Karaoke provided shall not be audible beyond the area under control of the applicant. Karaoke shall not disturb the neighbors. No amplified sound equipment shall be installed on the exterior of the building.
10. During the hours of karaoke, the owner, the manager, or a designated responsible person 18 years of age or older shall be on the premises and shall be responsible for the operations during the hours of karaoke. This person shall possess on their person a valid driver license or identification card issued by the California Department of Motor Vehicles. This person shall also be able to communicate effectively with regulatory officials and have the ability to immediately contact the owner. The person will immediately introduce himself or herself to any regulatory officials.

11. The owners, managers, and persons designated to be responsible for the operation of the business shall cooperate fully with all City of Paramount officials, law enforcement personnel, and Code Enforcement Officers, and shall not obstruct or impede their entrance into the licensed premises while in the course of their official duties.
12. No alcohol shall be stored on the premises for specific customers.
13. No employee or agent shall be permitted to accept money or any other thing of value from a customer for the purpose of sitting or otherwise spending time with customers while on the premises, nor shall the licensee provide, permit, or make available persons who act as escorts, companions, or guests of and for the customers, either with or without compensation.
14. No employee or agent shall solicit or accept any alcoholic or non-alcoholic beverage from any customer while on the premises.
15. There shall be no selling of alcoholic beverages for future compensation.
16. Any graffiti painted or marked upon the premises or on any adjacent area under the control of the licensee shall be immediately removed or painted over to match the predominant surface color.
17. No obstructions shall be attached, fastened, or connected to either the partitions or ceiling to separate the interior space of the licensed premises.
18. No self-service of alcoholic beverages shall be permitted.
19. No person under the age of 21 shall sell or deliver alcoholic beverages.
20. The entire premises are subject to inspection by the Sheriff's Department and the City of Paramount Department of Public Safety at any time. Any locked or otherwise secured rooms shall be opened upon demand.
21. The approved floor plan shall not be changed without prior approval by the Planning Department and the Sheriff's Department.
22. All required permits and licenses from all relevant regulating bodies shall be valid at all times. A copy of all licenses, permits, and conditions shall be posted and maintained in a place conspicuous and readable by all employees and customers of the business.
23. All doors shall be kept closed during the karaoke hours except for ingress and egress.
24. No outside loitering shall be allowed on the premises. A professionally fabricated sign indicating as such shall continue to be posted.

25. The business owner(s) and property owner(s) shall be responsible for maintaining free of litter the area adjacent to the premises over which they have control.
26. The applicant shall maintain all necessary approvals from the Department of Alcoholic Beverage Control (ABC).
27. A single jukebox may be maintained upon the premises; however, the music shall not be audible outside the premises.
28. In the ongoing business operations, the applicant shall comply with the Noise Ordinance (Chapter 9.12 of the Paramount Municipal Code) and make all feasible efforts to minimize noise.
29. Window sign area shall be limited to forty percent of each grouping of adjacent panes of glass.
30. Prior to beginning of operations of karaoke, the Public Safety Department shall review and approve the security camera locations and orientations, including comprehensive camera views of the establishment interior, exterior, and parking lot. The approved cameras or more technologically advanced versions of the approved cameras shall be maintained in perpetuity. In the event of an incident and upon request, the business owners shall allow unimpeded inspection of the security camera system to Sheriff's Department and City of Paramount personnel.
31. All exterior signage requires review and approval by the Planning Department.
32. Human signs, sign walkers, and sign spinners are prohibited on the property and the public rights-of-way.
33. The outdoor trash receptacles shall be painted following separate Planning Department review and approval of the paint color.
34. Special events, including but not limited to events produced or administered by independent promoters, shall be reviewed in accordance with Special Event Permit regulations by the Planning Department. The applicant shall submit a Special Event Permit application at least two weeks in advance of a proposed event.
35. An active City of Paramount business license shall be maintained at all times.
36. Revisions to an existing City Council Permit require separate review and approval by the City Council. City Council Permits expire upon sale or transfer of the business to a new business owner.

37. At all times while this City Council Permit for live entertainment is effective, the applicant shall comply with all requirements and conditions of approval of the California Department of Alcoholic Beverage Control (ABC) and Conditional Use Permit No. 911.
38. Failure to comply with any of the above conditions of approval and/or any applicable laws shall be cause for the modification, suspension, or revocation of this permit.
39. The City Council shall conduct a six-month review at the first City Council meeting six months after approved karaoke commence on the premises.

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

PASSED, APPROVED, and ADOPTED by the City Council of the City of Paramount this 6th day of September 2022.

Vilma Cuellar Stallings, Mayor

ATTEST:

Heidi Luce, City Clerk

ATTACHMENT A



To: Honorable Planning Commission
From: John Carver, Planning Director
By: Ivan Reyes, Associate Planner
Date: December 16, 2021

**Subject: CONDITIONAL USE PERMIT NO. 911
PANATARATT TIRATHANANON KATE/CATE'S CORNER**

BACKGROUND

This application is a request by Panataratt Tirathananon Kate/Cate's Corner for a Conditional Use Permit (CUP) to operate a restaurant with beer and wine for onsite consumption at 8400 Alondra Boulevard in the C-3 (General Commercial) zone. The property is located in the Plaza Gamino development at the southeast corner of Alondra Boulevard and Indiana Avenue. The one-acre site is developed with a 12,880 square foot multi-tenant building facing Alondra Boulevard.

DESCRIPTION

Kate's Ice Cream has been operating since 2018 serving pastries, ice cream, and similar desserts. The existing business is now rebranding to Cate's Corner as a sit-down restaurant specializing in burgers, sandwiches, and desserts from Thailand. The business operations are Tuesday through Sunday between the hours of 11:00 a.m. to 9:00 p.m. The restaurant will have four employees and 27 indoor customer seats. As part of this application, the applicant will be required to stop the sale of alcohol at 9:00 p.m. The existing restaurant located in the Plaza Gamino site provides 51 parking places. The applicant noted karaoke as a possible use during restaurant hours. As karaoke is considered live entertainment, an approved City Council Permit is required before karaoke can be permitted. During staff's inspection of the premise, karaoke equipment was observed. The applicant must remove all karaoke and other amplification equipment before alcoholic beverage sales can be authorized. Upon City Council approval of live entertainment, the equipment can be restored.

ANALYSIS

The Los Angeles County Sheriff's Department and Paramount Public Safety Department have reviewed the request to allow the sale of beer and wine for onsite consumption and found no concerns. The restaurant is surrounded by a variety of commercial uses and is facing a major boulevard, which is an appropriate location for restaurants serving alcohol. Onsite alcohol consumption is typically allowed in restaurants to enhance the food menu. As such and as part of the conditions, alcohol

will be consumed only with meals and will constitute less than 50 percent of the total receipts. Furthermore, the applicant is required to submit a security plan to the Public Safety Department for approval and is required to ensure that the security system remains operational in the future. The business has demonstrated a record of positive operations.

ABC REVIEW

The California Department of Alcoholic Beverage Control (ABC) has general guidelines, based on population, which are used to determine the number of alcohol licenses that should be located within a given census tract. ABC allows up to six licenses for onsite consumption of alcohol in the census tract (5539.02) where the property is located, and there are nine active licenses. If the Planning Commission approves this application with a determination that the proposed use would serve a public convenience without having a negative impact on public health and safety, ABC will issue a license. As mentioned above, Cate's Corner restaurant is located in the Central Business District, which is an appropriate location for restaurants that sell alcohol for onsite consumption.

Additionally, ABC views restaurants licensed for onsite consumption of alcohol favorably, since alcohol constitutes less than 50 percent of the business receipts and cannot be taken off-site. ABC has strict operating criteria for restaurants that sell beer and wine, effectively minimizing negative impacts. ABC also conducts random monitoring of restaurants to ensure that the guidelines are being properly observed.

ENVIRONMENTAL ASSESSMENT

This project is exempt from the provisions of the California Environmental Quality Act (CEQA) as a Section 15301, Class 1 Categorical Exemption – minor alteration not involving substantial expansion.

VISION, MISSION, VALUES, AND STRATEGIC OUTCOMES

The City's Vision, Mission, and Values set the standard for the organization; establish priorities, uniformity and guidelines; and provide the framework for policy decisionmaking. The Strategic Outcomes were implemented to provide a pathway to achieving the Vision of a city that is safe, healthy, and attractive. This item aligns with Strategic Outcomes No. 1: Safe Community and No. 3: Economic Health.

RECOMMENDED ACTION

It is recommended that the Planning Commission read by title only, waive further reading, and adopt Resolution No. PC 21:023, approving Conditional Use Permit No. 911, subject to the following conditions:

1. Except as set forth in conditions, development shall take place substantially as shown on the approved site plan. Any material deviation must be approved by the Planning Department before construction.
2. This Conditional Use Permit shall not be effective for any purposes until the applicant has first filed at the office of the Planning Commission a sworn affidavit acknowledging and accepting all conditions of this Conditional Use Permit. The affidavit shall be submitted by Monday, January 3, 2022. Failure to provide the City of Paramount with the requisite affidavit within the stated here in above shall render the Conditional Use Permit void.
3. This approval is valid for a period of one year from the date of final determination. If the use approved by this action is not established within such a period of time, this approval shall terminate and shall be null and void.
4. It is hereby declared to be the intent, that if any provision of this permit is violated or held to be invalid, or if any law, statute, or ordinance is violated, this Permit shall be subject to the revocation process at which time, the Permit may become terminated and the privileges granted hereunder shall lapse.
5. It is further declared and made a condition of this Conditional Use Permit that if any condition hereof is violated or if any law, statute or ordinance is violated, the exception shall be suspended and the privileges granted hereunder shall lapse, provided that the applicant has been given written notice to cease such violation and has failed to do so within thirty (30) days of receipt of said notification.
6. The applicant understands that an Unclassified Use Permit, Conditional Use Permit, and/or Variance granted under the Zoning Ordinance, or any section thereof, is granted and accepted by all parties with the express understanding that the Planning Commission may hold a public hearing, notice of time and place of which shall be given to the applicant, if one or more of the following conditions exists:
 - a) That the approval was obtained by fraud;
 - b) That the need for which such approval was granted has ceased to exist or has been suspended for one year or more;
 - c) That the Unclassified Use Permit, Conditional Use Permit, and/or Variance is being, or recently has been, exercised contrary to the terms or conditions of such approval or in violation of any statute, provision of the Code, ordinance, law or regulation;
 - d) That the need for which the approval was granted was so exercised as to be detrimental to the public health or safety or so as to constitute a nuisance (Section 17.48.070, Paramount Municipal Code).

If after such hearing, the Planning Commission finds that any grounds modification, suspension, or revocation exist, the Planning Commission may modify, revoke, suspend, or revoke such Unclassified Use Permit, Conditional Use Permit, and/or Variance.

7. All applicable development fees are due prior to the issuance of building permits.
8. No exterior structural alteration or building color change, other than the colors or building treatments originally approved, shall be permitted without the prior approval of the Planning Department.
9. The installation of exterior window security bars, security door, and security gates is prohibited in accordance with Section 17.24.070(C) of the Paramount Municipal Code.
10. The applicant shall maintain sufficient quantities of matching exterior paint to remove graffiti, blemishes, and peeling paint.
11. Tarps are prohibited from use as carports, patio covers, shade covers, and covers for outdoor storage in all front and side setback areas, rear yard areas, and over driveways and in parking and circulation areas.
12. Future tenant improvements shall meet all requirements of the Building and Safety Department.
13. The applicant and all successor tenants shall obtain and maintain a current City of Paramount business license.
14. Signs, banners, and feather flags require separate review and approval by the Planning Department prior to fabrication and installation. Damage to the building exterior from wall signs that have been removed shall be repainted and repaired as needed.
15. Special events shall be reviewed in accordance with Special Event Permit regulations for possible approval by the Planning Department.
16. The outside premises shall be maintained in a clean manner at all times, and trash and debris shall be promptly removed from the yard areas, landscaped areas, and the surrounding property perimeter.
17. The hours of alcoholic beverage sales and consumption shall be limited to 11:00 a.m. to 9:00 p.m., Tuesday through Sunday.
18. The applicant shall obtain all necessary approvals and maintain a license in good standing from the Department of Alcoholic Beverage Control (ABC).

19. The onsite sale of alcoholic beverages in connection with a public eating place, shall be restricted to the sale for consumption of alcohol beverages on the subject site only; and the use shall not sell alcoholic beverages for transport and/or for consumption outside or off the subject premise.
20. Food shall constitute the majority of the gross sales at the restaurant.
21. It shall be unlawful for any person, who is intoxicated, or under the influence of any drug, to enter, be at, or remain upon the licensed premises as set forth in Section 25602(a) of the Business and Professions Code.
22. The applicant shall not have, upon the subject premises, any alcoholic beverage(s) other than the alcoholic beverage(s) which the licensee is authorized to sell under the license, as set forth in Section 25607(a) of the California Business and Professions Code.
23. The applicant and/or any of his employees shall not sell, furnish, or give any alcoholic beverage to any person under 21 years of age, as set forth in Section 25658(a) of the California Business and Professions Code.
24. The person designated to be responsible for the operation of the business shall not perform official police or investigative activities but shall immediately report every violation of law and every unusual occurrence to the Los Angeles County Sheriff's Department.
25. Solicitation of drinks is prohibited; that is, an employee of the licensed premises shall not solicit drinks from customers, as per Section 303 of the California Penal Code.
26. The approved floor plan shall not be changed without prior approval by the Planning Department and the Los Angeles County Sheriff's Department.
27. All employees shall possess at the site a valid driver license or identification card issued by the California Department of Motor Vehicles. They shall present such identification upon demand by any regulatory official.
28. Smoking shall not be permitted within the premises in accordance with State of California regulations.
29. Hookah tobacco use is prohibited.
30. Applicant must remove all karaoke and other amplification equipment before alcoholic beverage sales can be authorized. Ongoing live entertainment, including but not limited to karaoke, musicians, and disc jockeys, require separate review and approval by the City Council.

31. No pool or billiard tables shall be maintained on the premises.
32. A single jukebox may be maintained upon the premises; however, the music shall not be audible outside the premises.
33. All alcoholic beverages purchased on the subject site shall be consumed within the business establishment;
34. All stored alcoholic beverages shall be kept in a locked and secured area that is not accessible to patrons.
35. Security cameras shall be installed following City review and approval of a security camera plan. The approved cameras or more technologically advanced versions of the approved cameras shall be maintained in perpetuity. Security camera recordings shall be maintained for at least 30 days and provided for law enforcement review upon request.
36. Seating is limited to 27 indoor customer seats.
37. A sufficient amount of lighting, as determined by the Planning Department and the Public Safety Department, shall illuminate the premises. New light fixtures as needed shall be reviewed and approved by the Planning Department for their decorative quality and location, and permits shall be obtained.
38. The applicant shall comply with all relevant labor laws and regulations of the Division of Labor Standards Enforcement of the California Department of Industrial Relations and the Division of Occupational Safety and Health (Cal/OSHA).
39. In the ongoing business operations, the applicant shall comply with all relevant federal, state, and local laws and regulations of all relevant government agencies, including but not limited to (1) the Los Angeles County Fire Department, (2) the Industrial Waste Unit of the Los Angeles County Department of Public Works (3) the South Coast Air Quality Management District, and (4) the California Department of Resources Recycling and Recovery (CalRecycle).
40. In the ongoing business operations, the applicant shall comply with the Noise Ordinance (Chapter 9.12 of the Paramount Municipal Code).
41. Window sign area shall be limited to forty percent of each grouping of adjacent panes of glass.
42. The applicant shall comply with Chapter 8.20 (Urban Stormwater Management) of the Paramount Municipal Code. The outside premises shall be maintained in a clean manner at all times, and trash and debris shall be promptly removed from the yard areas, landscaped areas, the parking lot, and the surrounding property

perimeter. The parking lot shall be completely swept and maintained free of debris and litter on each day the restaurant is open for business to the public. Areas adjacent to a parking lot, including, but not limited to, planters, loading and unloading areas, and surrounding public rights-of-way shall be maintained free of debris and litter by sweeping and other equally effective measures. Such debris and litter shall be collected and properly disposed of in compliance with all applicable local, State, and Federal regulations.

43. At least one bicycle rack shall be provided and maintained in good condition in perpetuity. The rack shall be inverted "U" racks or another rack type that allow for a bicycle frame and one wheel to be attached. The type, color, and precise location of the rack shall be reviewed and approved by the Planning Department prior to purchase or installation of the rack. The precise location shall be within the clear range of a security camera.
44. A two-inch layer of brown mulch shall be applied in the planters along Indiana Avenue.
45. The light pole along Indiana Avenue shall be painted and refurbished at the direction of the Planning Department.
46. The exterior wall on the west side of the suite shall be painted and refurbished as needed.
47. Graffiti on the window air conditioning equipment shall be removed.
48. An electronic copy (PDF format) of the plans shall be submitted to the Planning Department prior to permit issuance.
49. The applicant and the City of Paramount agree to the justification for a finding of Public Convenience or Necessity for a Type 41 Alcohol Beverage Control license to allow the sale of beer and wine for onsite consumption at the existing Cate's Corner restaurant.
50. At the completion of the project, final approval from the Planning Division shall be obtained. All conditions of approval shall be met prior to final approval by the Planning Division.

SEPTEMBER 6, 2022

APPROVAL OF SERVICE AGREEMENT BETWEEN THE CITY OF
PARAMOUNT AND GREENFIELD LANDSCAPING AND MAINTENANCE
FOR TEMPORARY EMERGENCY LANDSCAPE MAINTENANCE
SERVICES

MOTION IN ORDER:

IT IS RECOMMENDED THAT THE CITY COUNCIL APPROVE A SERVICE
AGREEMENT WITH GREENFIELD LANDSCAPING AND MAINTENANCE
IN THE AMOUNT OF \$58,250.00 PER MONTH FOR TEMPORARY
EMERGENCY LANDSCAPE MAINTENANCE 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: September 6, 2022

**Subject: APPROVAL OF SERVICE AGREEMENT BETWEEN THE CITY OF
PARAMOUNT AND GREENFIELD LANDSCAPING AND MAINTENANCE
FOR TEMPORARY EMERGENCY LANDSCAPE MAINTENANCE
SERVICES**

BACKGROUND

In December of 2020, the City Council awarded a contract for landscape maintenance services to BrightView Landscape Services. The contract was for a two-year term, ending in December of 2022. On Monday, August 8, 2022, BrightView ceased all landscape maintenance services in the City of Paramount.

At its meeting on August 16, 2022, the City Council adopted Resolution No. 22:042 identifying the termination of the contract by BrightView as an emergency as defined in Public Contract Code Section 1102 and authorized the City Manager to procure emergency landscape maintenance services on a temporary basis until the Request for Proposals (RFP) process is complete.

DISCUSSION

We have requested a proposal from Greenfield Landscaping and Maintenance for landscape maintenance services on a temporary basis in the amount of \$58,250.00 per month. Greenfield will perform these services on a month to month basis until the results of the RFP process is complete and a new contract is secured.

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. 1: Safe Community, No. 2: Community Health, and No. 5: Attractive and Well-Maintained Infrastructure.

RECOMMENDED ACTION

It is recommended that the City Council approve a service agreement with Greenfield Landscaping and Maintenance in the amount of \$58,250.00 per month for temporary emergency landscape maintenance services and authorize the Mayor or her designee to execute the agreement.

**SERVICE AGREEMENT BY AND BETWEEN THE
CITY OF PARAMOUNT
AND
GREENFIELD LANDSCAPING & MAINTENANCE, INC.
FOR TEMPORARY EMERGENCY LANDSCAPE MAINTENANCE SERVICES**

THIS AGREEMENT is made and entered into this 8th day of August, 2022 by and between the CITY OF PARAMOUNT, hereinafter referred to as the "CITY," and GREENFIELD LANDSCAPING & MAINTENANCE, INC., hereinafter referred to as the "CONTRACTOR."

I. RECITAL

A. PURPOSE. The purpose of this AGREEMENT is to allow the CITY to procure the services of a qualified contractor to provide construction services in connection with the CITY'S emergency landscape maintenance services, 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 the 8th 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 and attached herein as Exhibit "A". In the event of any conflict between the provisions of this AGREEMENT and Exhibit "A," the terms of this AGREEMENT shall prevail.

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

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

Invoices for payment shall be submitted on a monthly basis and shall be approved by the Director of Public Works or her designee.

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

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

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

F. INDEPENDENT CONTRACTOR.

(a) CONTRACTOR is and shall at all times remain as to the City a wholly independent CONTRACTOR. The personnel performing the services under this Agreement on behalf of CONTRACTOR shall at all times be under CONTRACTOR'S exclusive direction and control. Neither City nor any of its officers, employees, or agents shall have control over the conduct of CONTRACTOR or any of CONTRACTOR'S officers, employees, or agents, except as set forth in this Agreement. CONTRACTOR shall not at any time or in any manner represent that it or any of its officers, employees, or agents are in any manner officers, employees, or agents of the City. CONTRACTOR shall not incur or have the power to incur any debt, obligation, or liability whatever against City, or bind City in any manner.

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

(c) City shall not be liable for compensation or indemnification to CONTRACTOR for injury or sickness arising out of performing services hereunder.

G. INDEMNIFICATION.

(a) All officers, agents, employees, sub-Contractors, their agents, officers and employees who are hired by or engaged by CONTRACTOR in the performance of this Agreement shall be deemed officers, agents and

employees and sub-Contractors of CONTRACTOR, and City shall not be liable or responsible to them for anything whatsoever.

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

H. PREVAILING WAGES.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

III. EQUAL EMPLOYMENT OPPORTUNITY

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

A. EQUAL OPPORTUNITY.

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

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

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

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

IV. CONFLICT OF INTEREST

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

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

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

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

AGREEMENT; and the CONTRACTOR shall take appropriate steps to assure compliance.

V. NOTICES

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

To the CONTRACTOR: Greenfield Landscaping & Maintenance, Inc.
3129 S. Hacienda Boulevard, Suite 384
Hacienda Heights, CA 91745

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

**GREENFIELD LANDSCAPING &
MAINTENANCE, INC**

By: _____
Adriana Figueroa,
Public Works Director

By: _____
Michael Kalta,
CEO/President

ATTEST:

By: _____
Heidi Luce, City Clerk

APPROVED AS TO FORM:

By: _____
John E. Cavanaugh, City Attorney

EXHIBIT A

GREENFIELD LANDSCAPING & MAINTENANCE, INC.

3129 S. Hacienda Blvd Suite 384 Hacienda Heights, CA 91745

3024 E. Chapman Ave. #171 Orange, CA 92869

Office: (626) 919-2792 Cell: (626) 926-2221

Email: GFLM2000@hotmail.com

RE: Vendor Services

August 9, 2022 start date

Greenfield Landscaping & Maintenance, Inc.

DIR# PW-LR-1000447635

To whom this may concern.

Greenfield agrees to provide services to the City of Paramount in the amount of \$58,250.00 monthly (Fifty eight thousand two hundred fifty dollars). This contract will be on a month-to-month basis with the opportunity to fire us for unsatisfactory performance.

Contractor shall provide an adequate number of employees who have been trained and are competent to perform the Services. The personnel provided shall be supervised and directed by a foreman, who shall be trained and duly qualified to act in such capacity. All personnel will be properly uniformed or suitably attired while on the Property. Contractor agrees to reasonably maintain good order and good behavior with its employees.

Greenfield will service the median islands, Civic Center, Off-sites/Setbacks, and Vine care. Weed abatement, mowing, edging, blowing off debris, and haul away will be included. We will inspect all irrigation to ensure there is proper function. Shrubs and bushes will be trimmed regularly. There will be a total of eleven employees on site, including an irrigation technician and field supervisor.

Greenfield will do the following to bring current conditions to Paramount City Standards with an extensive cleanup City wide; this includes the removal of excess plant material, trash and debris from majority of landscape areas. This will also include and inspection by a certified Irrigation Technician of the irrigation systems. Greenfield will ensure that this is done in order to bring the landscape areas back to the city of Paramount standards.

X _____
Mario Flores, Public Works Operation Manager Date

X _____
Adriana Figueroa, Director of Public Works Date

X _____
Michael Kalta, CEO/ President of Greenfield Date

SEPTEMBER 6, 2022

ORDINANCE NO. 1165

“AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF PARAMOUNT, CALIFORNIA, AMENDING SECTION 2.04.010 OF THE PARAMOUNT MUNICIPAL CODE RELATING TO CITY COUNCIL MEETINGS.”

MOTION IN ORDER:

READ BY TITLE ONLY, WAIVE FURTHER READING, INTRODUCE ORDINANCE NO. 1165, AND PLACE IT ON THE NEXT AGENDA FOR ADOPTION.

MOTION:

MOVED BY: _____

SECONDED BY: _____

[] APPROVED

[] DENIED

ROLL CALL VOTE:

AYES: _____

NOES: _____

ABSENT: _____

ABSTAIN: _____



To: Honorable City Council
From: John Moreno, City Manager
By: Heidi Luce, City Clerk
Date: September 6, 2022

**Subject: ORDINANCE NO. 1165 - AMENDING SECTION 2.04.010 OF THE
PARAMOUNT MUNICIPAL CODE RELATING TO CITY COUNCIL
MEETINGS**

BACKGROUND

Under Section 2.04.010 of the Paramount Municipal Code "Municipal Code", the regular meetings of the City Council are scheduled to be held on the first Tuesday of each month at 6:00 p.m. in the Council Chamber at City Hall. Additionally, although not included in Municipal Code, the City Council also meets on the third Tuesday of each month at 5:00 p.m. Looking back in time, the purpose for the second meeting was initially to conduct a study session on matters of interest, versus to discuss and take action on business items. Over time, the second meeting has evolved and become more business focused as the issues facing cities have become increasingly more diverse and complicated.

DISCUSSION

City Council Meeting Day/Time

In recent years it has been frequently necessary to move the first monthly City Council meeting to the second Tuesday of the month due to conflicts with holidays and other events. Some examples include the New Year, Fourth of July, and Labor Day holidays; the City's Election Day; and the Santa Train. This year, two additional conflicts arose with the California Joint Power Insurance Authority's Annual Risk Management Forum and the City's Dia de los Muertos event. Continually moving the meeting date is disruptive and inconvenient for the public, the City Council and staff.

In looking at options to address this issue, staff surveyed eight local cities and found that only one other City holds their meetings on the first and third Tuesdays. Of the cities surveyed, five of the cities hold their meetings on the second and fourth Tuesdays of each month. Additionally, in reviewing the conference schedule for the various association conferences, most appear to schedule their meetings to not conflict with the second and fourth Tuesdays.

While it is possible to continue with moving the meeting to address conflicts when necessary, it would provide a more predictable and consistent schedule for the public, the City Council, and staff if the City Council meetings were to be held permanently on a regular schedule rather than moving them to accommodate these conflicts.

Proposed Ordinance

The proposed ordinance would change the City Council meeting date to the second Tuesday of each month at 6:00 p.m. and officially add a second monthly meeting on the fourth Tuesday at 5:00 p.m.

Additionally, the proposed ordinance removes one paragraph in the Municipal Code related to disorderly conduct. The paragraph, PMC 2.04.010(C)(3), contains outdated language and is no longer necessary because the City Council adopted a comprehensive policy addressing the Rules of Decorum in 2017.

If the proposed ordinance is introduced this evening, it would be scheduled for second reading and adoption at the September 20, 2022 City Council meeting. If adopted on September 20, the ordinance would be effective 30 days after that and the first meeting under the new ordinance would be held on Tuesday, November 8, 2022.

FISCAL IMPACT

None.

VISION, MISSION, VALUES, AND STRATEGIC OUTCOMES

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

RECOMMENDED ACTION

It is recommended that the City Council read by title only, waive further reading, introduce Ordinance No. 11165, and place it on the next agenda for adoption.

Attachments: PMC Section 2.04.010 (Current)
 Ordinance No. 1165

Paramount, California Municipal Code

Title 2 ADMINISTRATION AND PERSONNEL

Chapter 2.04 ADMINISTRATION IN GENERAL

2.04.010 City Council.

A. City Council—Meetings.

1. Time. The City Council shall meet in regular session on the first Tuesday of each month at 6:00 p.m.
2. Meeting Place. The City Council shall hold its regular meetings at the Council Chambers in the City Hall, 16400 Colorado Avenue, Paramount, California.
3. Disorders at Meetings. No person shall create any disorder at any meeting of the City Council, or disturb the deliberations of the same, or in any manner interfere with the deliberations of the City Council. Any person attending a meeting of the City Council and who is called to order by the presiding officer thereof, shall immediately come to order and shall not disturb the deliberations of the City Council.

B. Council Salaries. Upon the seating of new Councilmembers after the general municipal election in March 2007, Councilmember salaries shall be \$1,061.33 per month. (Prior code §§ 2-1—2-4)

Contact:

City Clerk: 562-220-2225

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CITY OF PARAMOUNT
LOS ANGELES COUNTY, CALIFORNIA

ORDINANCE NO. 1165

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF
PARAMOUNT, CALIFORNIA, AMENDING SECTION 2.04.010 OF THE
PARAMOUNT MUNICIPAL CODE RELATING TO CITY COUNCIL
MEETINGS

WHEREAS, Pursuant to the Paramount Municipal Code (“Municipal Code”), the City Council currently meets in regular session on the first Tuesday of each month at 6:00 p.m.; and

WHEREAS, although not currently shown as a meeting date in the Municipal Code, the City Council regularly conducts an adjourned regular meeting on the third Tuesday of each month at 5:00 p.m.; and

WHEREAS, the City Council meetings often need to be rescheduled due to conflicts with holidays and other events; and

WHEREAS, the City Council wishes to both codify the second monthly meeting and change the schedule of its monthly meetings to the second and fourth Tuesday; and

WHEREAS, on October 3, 2017, the City Council adopted a policy, as amended from time to time, establishing a comprehensive set of Rules of Decorum and Procedures for the Conduct of City Meetings “Rules of Decorum”; and

WHEREAS, in adopting the Rules of Decorum, the City Council no longer finds it necessary to include a paragraph related to disorderly conduct at City Council meetings in the Municipal Code.

NOW THEREFORE, THE CITY COUNCIL OF THE CITY OF PARAMOUNT, CALIFORNIA, DOES HEREBY ORDAIN, AS FOLLOWS:

SECTION 1. The Recitals set forth hereinabove are true and correct and incorporated herein by reference as if fully set forth herein.

SECTION 2. Subsection A of Section 2.04.010 of the Paramount Municipal Code is hereby amended to read as follows:

A. City Council – Meetings

1. Day and Time. The City Council shall hold its regular meetings twice each calendar month on the second Tuesday at 6:00 p.m. and on the fourth Tuesday at 5:00 p.m.

2. Meeting Place. The City Council shall hold its regular meetings in the Council Chamber at City Hall, 16400 Colorado Avenue, California.

SECTION 3. Paragraph 3 of Subsection A of Section 2.04.010 of the Paramount Municipal Code is hereby repealed.

SECTION 4. Effective Date. This Ordinance shall take effect thirty days after its adoption, shall be certified as to its adoption by the City Clerk, and shall be published as required by law, together with the names and members of the City Council voting for and against the Ordinance.

PASSED, APPROVED AND ADOPTED by the City Council of the City of Paramount this 20th day of September 2022.

Vilma Cuellar Stallings, Mayor

ATTEST

Heidi Luce, City Clerk

SEPTEMBER 6, 2022

COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG) PROGRAM
SUBRECIPIENT CONTRACT WITH FAMILY PROMISE OF SOUTH BAY FOR
FISCAL YEAR 2022-2023

MOTION IN ORDER:

APPROVE AND AUTHORIZE THE MAYOR OR CITY MANAGER TO ENTER
INTO THE CONTRACT WITH FAMILY PROMISE OF SOUTH BAY IN THE
AMOUNT OF \$97,313.06.

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: September 6, 2022

**Subject: COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG) PROGRAM
SUBRECIPIENT CONTRACT WITH FAMILY PROMISE OF SOUTH BAY
FOR FISCAL YEAR 2022-2023**

BACKGROUND

Family Promise of South Bay is an organization that uses a community-based approach to solving homelessness and engaging the local community and faith-based organizations to effectively remedy family homelessness. Families in their program receive a full complement of resources, support, and training, as they work towards their own stability and self-reliance. In March of 2021, the City entered into an agreement with Family Promise of South Bay to service the needs of Paramount families experiencing homelessness. The agreement was for the timeframe of March 2021 through June 30, 2022, in the amount not to exceed \$155,925. This agreement was funded utilizing Community Development Block Grant (CDBG-CV-1 and CDBG-CV3) for entitlement communities, of which the City of Paramount received a cumulative total of \$935,242. Between March 2021 and June 30, 2022, City personnel and Paramount Unified School District counselors referred families to Family Promise of South Bay. Over the past year, Family Promise of South Bay staff assessed 42 families, serviced 27 and permanently housed ten.

DISCUSSION

At its June 8, 2022 meeting, the City Council approved the request to reallocate \$97,313.06 of unexpended Emergency Rental and Mortgage Assistance Grant Program funds to the Homeless Prevention Services Program. Based on the program's tremendous success, we recommend directing these funds to Family Promise of South Bay to continue to service Paramount families in need of shelter and transitional housing. Family Promise of South Bay will be a resource available to Paramount residents experiencing homelessness or at risk of homelessness, and provide assistance according to the terms and scope of services outlined in the program description (Exhibit "A") and subrecipient contract (Attachment). While the initial agreement period expired on June 30, 2022, staff has been in constant contact with Family Promise of South Bay to coordinate the availability of these funds in time for their highest-need and highest-referral period, which coincides with the beginning of the new school year. By utilizing effective problem-solving techniques, Family Promise of South Bay's case managers will continue to evaluate

families and provide the appropriate resources such as shelter expenses, move-in assistance, motel/hotel stays, transportation expenses, employment readiness, educational material for financial literacy, rental/mortgage assistance (not to exceed \$2,000 per household), and case management.

FISCAL IMPACT

The cost to enter into this contract with the Family Promise of South Bay is \$97,313.06. This budget allocation is funded through the City's Community Development Block Grant (CDBG-CV3).

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 contract with Family Promise of South Bay in the amount of \$97,313.06.

**CITY OF PARAMOUNT
COMMUNITY DEVELOPMENT BLOCK GRANT PROGRAM
SUBRECIPIENT CONTRACT**

THIS contract ("CONTRACT") is made and entered into this **7th day of September, 2022**, by and between the City of Paramount and Family Promise of South Bay hereinafter called the "City," and "Sub-Recipient", respectively. The City and Sub-Recipient are sometimes hereinafter referred to individually as "Party" and collectively as the "Parties."

RECITALS

WHEREAS, the City has entered into a contract with the United States of America, through its Department of Housing and Urban Development (HUD), to execute the City's Community Development Block Grant ("CDBG") Program, under Title I of the Housing and Community Development Act of 1974 (42 U.S.C. 5301 et seq.), as amended (hereinafter called the "Act"), Catalog of Federal Domestic Assistance Number 14.218; and

WHEREAS, pursuant to 24 CFR 200, 24 CFR 570.500(c) and 24 CFR 570.501(b), the City may provide CDBG Funds to public or private nonprofit agencies, authorities or organizations, or for-profit entities authorized under 570.201(o) (referred to collectively and individually as "sub-recipients") to be used by the sub-recipients to provide certain eligible services in connection with the City's desire to develop viable urban communities, through community development activities, as specified in 24 CFR 570.200 ("CDBG Program"); and

WHEREAS, the Sub-Recipient desires to participate in the CDBG Program as a Sub-Recipient by providing necessary services to enhance the quality of life for low- and moderate-income citizens in the City; and

WHEREAS, the City has approved the provision of CDBG Program funds to be used by the Sub-Recipient to provide certain services (the "Project Services") as more particularly described in the Project Description and Project Budget attached hereto as Exhibit "A" and incorporated herein; and

WHEREAS, the Sub-Recipient represents and warrants to the City that the Sub-Recipient is qualified to provide the Project Services by reason of experience, preparation, organization, staffing and facilities and that it shall provide the Project Services as set forth in Exhibit "A"; and

WHEREAS, the Sub-Recipient represents and warrants to the City that it shall provide the Project Services in accordance with the Project Budget as set forth in Exhibit "A".

NOW, THEREFORE, in consideration of the mutual covenants herein set forth and the mutual benefits to be derived there from, the parties agree as follows:

TERMS

1. **CONTRACT.** This Contract consists of this document and the attached Exhibit "A"

2. CONTRACT ADMINISTRATION. The City Manager of the City of Paramount, hereinafter called the "City Manager", or his designee shall have full authority to act for City in the administration of this Contract consistent with the provisions contained herein.
3. SCOPE OF SERVICES. The Sub-Recipient is to perform all the Project Services set forth in the Project Description in Exhibit "A". The Sub-Recipient shall perform all Project Services in accordance with this Contract, including the Recitals and Exhibits attached hereto and incorporated herein by reference, and all applicable local, state and federal laws, rules and regulations.
4. TIME OF PERFORMANCE. The Project Services shall commence on **September 7, 2022**, and shall be completed no later than **June 30, 2023**.
5. COMPENSATION AND METHOD OF PAYMENT. For such performance of the Project Services, City shall reimburse Sub-Recipient an amount not to exceed the amounts indicated in the Project Budget listed in Exhibit "A" ("Reimbursement Amount"), which shall constitute full and complete compensation hereunder for the Project Services. The Reimbursement Amount will only be paid if reimbursable from the federal government under the Act for the amounts indicated in the Project Budget listed in Exhibit "A", or from CDBG Program Income, as described in 24 CFR 570.500(a), and accumulated as a result of this Contract. The Reimbursement Amount shall constitute reimbursement only for allowable costs incurred as a result of the Project Services. The Parties understand and agree that such reimbursement, if any, shall be conditioned upon the City's receipt of CDBG Program funds from the federal government or accumulation of CDBG Program Income, as set forth in Section 38 of this Contract, and shall not be a charge on any other funds of the City.

All requests for reimbursement shall be submitted monthly, on a form acceptable to the City, for costs incurred under this Contract, along with one (1) set of verifiable written supporting documentation of the expenditures by the Sub-Recipient for the Project Services ("Supporting Statements"), which shall be submitted to the City in such form acceptable to the City in its sole and absolute discretion. Such Supporting Statement shall be submitted prior to any payment, in whole or in part, by the City of the Reimbursement Amount.

6. BUDGET SECTION. The Sub-Recipient may not exceed the amounts designated to be spent for the Project Services as outlined in the Project Budget in Exhibit "A" without prior written approval of the City which shall be given or withheld in the City's sole and absolute discretion.
7. COMPLIANCE WITH LAWS. Both Parties shall be bound by applicable Federal, State, and local laws, ordinances, regulations and directives as they pertain to the performance of this Contract. This Contract is subject to and incorporates the terms of the Act; 24 CFR, Part 570; 2 CFR Part 200 as applicable pursuant to 24 CFR 570.502; and the City's Municipal Code.

The Sub-Recipient shall comply with applicable uniform administrative requirements, as described in 24 CFR Part 570.502. The Sub-Recipient shall carry out each activity in compliance with all Federal laws and regulations described in Subpart K of the CDBG regulations, 24 CFR 570.600 *et seq.*, except that:

- (i) The Sub-Recipient does not assume the City's environmental responsibilities described at 24 CFR Part 570.604; and
- (ii) The Sub-Recipient does not assume the City's responsibility for initiating the review process under 24 CFR Part 52.

8. PROGRAM EVALUATION AND REVIEW. During the term of this Contract, and for a period of four (4) years thereafter, Sub-Recipient shall make available for inspection by authorized City personnel, the Sub-Recipient's performance, financial and all other records, including but not limited to procurement, income documentation, and consultant contracts, pertaining to performance of this Contract, and shall allow authorized City personnel to inspect and monitor the Sub-Recipient's facilities and program operations. Such monitoring may include interviewing Sub-Recipient staff and CDBG Program participants (beneficiaries), as required by the City.

Sub-Recipient shall submit all data necessary for the City to complete the Consolidated Annual Performance and Evaluation Report ("CAPER"), on a form acceptable to the City, for submission to HUD. The CAPER is part of the Five-Year Consolidated Plan ("Con Plan") which is submitted to HUD annually reporting on the progress the City has made towards meeting the goals identified in the Con Plan and One-Year Annual Action Plan. Sub-Recipient also agrees to monitor program accountability and progress in accordance with HUD requirements, in the format and at the time designated by the City Manager, or their Designee.

9. NON-EXPENDABLE PERSONAL PROPERTY. The Sub-Recipient shall maintain a record for each item of non-expendable property acquired with CDBG Funds in connection with the Project Services. This record shall be made available to the City upon the City's reasonable notice and request. Nonexpendable personal property means leased and purchased tangible personal property having a useful life of more than one (1) year and an acquisition cost of \$5,000 or more per unit. Nonexpendable property includes tangible personal property, including, but not limited to, office equipment, as well as any funds derived from the sale or disposition of nonexpendable property. Any utilization of funds derived from the sale or disposition of nonexpendable property must have prior written approval of the City and otherwise comply with all applicable federal, state and local laws and regulations. Should this Contract be terminated or expire, the City reserves the right to determine the final disposition of nonexpendable property acquired in connection with the Project Services with CDBG funds, including funds derived therefrom. Said disposition may include taking possession of the nonexpendable property.
10. REVERSION OF ASSETS. Upon the expiration of this Contract, the Sub-Recipient shall transfer to the City any remaining CDBG Program funds on hand at the time of expiration or termination and any accounts receivable attributable to the use of CDBG Program funds.

Any real property under the Sub-Recipient's control that was acquired or improved in whole or in part with CDBG funds in excess of \$25,000 shall be either:

- (i) Used to meet one of the national objectives in 24 CFR 570.208 until five (5) years after termination or expiration of this Contract, or such longer period of time as is specified in Exhibit "A"; or

- (ii) Not used in accordance with paragraph 10(i) above, in which event the Sub-Recipient shall reimburse the City an amount of the current market value of the property less any portion of the value attributable to expenditures of non-CDBG funds for acquisition of, or improvement to, the property. Such reimbursement is not required after the period of time and under the conditions specified in subparagraph 10 (i) of the Contract.
- 11. PURCHASE OR LEASE OF NONEXPENDABLE PERSONAL PROPERTY. Sub-Recipient shall obtain three (3) documented bids prior to purchasing or leasing any nonexpendable personal property costing over Five Thousand Dollars (\$5,000.00) per unit as approved in the Project Budget. The Sub-Recipient shall purchase or lease from the lowest responsive and responsible bidder. All nonexpendable property purchased or leased pursuant to the Contract shall be properly identified and inventoried and shall be charged at its actual price, deducting all cash discounts, rebates and allowances received by Sub-Recipient. This inventory shall be provided or made available to the City upon request.
- 12. ACCOUNTING. All CDBG Program Funds received by the Sub-Recipient from the City pursuant to this Contract shall be maintained separate and apart from any other funds of the Sub-Recipient or of any principal or member of the Sub-Recipient in an account in a federally insured banking or savings and loan institution. The Sub-Recipient must establish and maintain on a current basis an adequate accrual accounting system in accordance with generally accepted accounting principles and standards. Additionally, Sub-Recipient shall comply with 2 CFR Part 200 Subpart D and agrees to adhere to the accounting principles and procedures required therein, utilize adequate internal controls, and maintain necessary source documentation for all costs incurred. Sub-Recipient shall maintain complete and accurate records with respect to all costs and expenses incurred under this Contract. All such records shall be clearly identifiable. Sub-Recipient shall allow a representative of the City during normal business hours to examine, audit and make transcripts or copies of such records and any other documents created pursuant to this Contract.
- 13. AFFIRMATIVE ACTION. In addition to Section 55 below, the Sub-Recipient shall make every effort to ensure that all projects funded wholly or in part by CDBG Program funds shall provide equal employment and career advancement opportunities for minorities and women. In addition, the Sub-Recipient shall make every effort to employ lower income residents of the City and shall keep a record of the positions that have been created directly as a result of this project.
- 14. CHANGES. The City may, from time to time, request changes in the Project Services to be performed hereunder by the Sub-Recipient. Such changes, including any increase or decrease in the amount of the Sub-Recipient's Reimbursement Amount, must be agreed upon by and between the City and the Sub-Recipient in writing by amending Exhibit "A", and shall be incorporated into this Contract.
- 15. CHANGES IN GRANT ALLOCATION. The City reserves the right to reduce the allocation of CDBG Program funds to the Sub-Recipient when the City's fiscal monitoring indicates that the Sub-Recipient's rate of expenditure will result in unspent funds at the end of the program year. Changes in the grant allocation will be made after consultation with the Sub-Recipient. Such changes shall be incorporated into this Contract by written amendments to Exhibit "A".

16. CITIZEN PARTICIPATION. All program data as determined by the City in its sole and absolute discretion to be necessary to provide reports to citizens of the City will be made available by the Sub-Recipient at the City's request. Discussions between the City and the Sub-Recipient will be held often enough so that the Sub-Recipient will be adequately apprised of citizen recommendations during the course of the program. Sub-Recipient representatives shall be available to respond to questions and receive recommendations at local meetings when so requested by the City Manager, or his Designee.
17. REVENUE DISCLOSURE REQUIREMENT. Upon the City's request, Sub-Recipient shall file with the City a written statement listing all revenue received, or expected to be received, by Sub-Recipient from Federal, State, or City sources, or other governmental agencies, and applied, or expected to be applied, to offset, in whole or in part, any of the costs incurred by Sub-Recipient in conducting current or prospective projects or business activities, including, but not necessarily limited to, the Project or business activity which is the subject of this Contract. Such statement shall reflect the name and a description of such business activity, the dollar amount of funding provided, or to be provided, by each and every governmental agency for each such project or business activity, and the full name and address of each governmental agency. Sub-Recipient shall make available for inspection and audit to City's representatives, upon request, at any time during the duration of this Contract, and during a period of three (3) years thereafter, all of its books and records relating to the operation by it of each project or business activity which is funded in whole or in part with governmental monies, including the project(s) funded under this Contract, whether or not such monies are received through the City. All such books and records shall be maintained by Sub-Recipient at a location in Los Angeles County.
18. JOINT FUNDING. In addition to the requirements of Section 17 herein, for projects in which there are sources of funds in addition to CDBG Program funds, Sub-Recipient may be required to provide proof of such funding. The City shall not reimburse the Sub-Recipient for any costs incurred by Sub-Recipient which are paid with other funds.
19. ASSURANCES. The Sub-Recipient hereby assures and certifies that it has complied with the Act, applicable regulations, policies, guidelines and requirements, and that it will comply with all applicable Federal, State and local laws and regulations as they relate to acceptance and use of Federal funds for this Federally-assisted program. Also, the Sub-Recipient represents and warrants with respect to the Project Services specified in Exhibit "A", that it will comply with all of the provisions of 24 CFR Part 570, as applicable. Sub-Recipient further represents and warrants that it will comply with any further amendments or changes to said required assurances and certifications that during the term of this Contract it will maintain current copies of said assurances and certifications at the address specified below.
20. NOTICES. All notices shall be served in writing. The notices to the Sub-Recipient shall be sent to the following address

**Andrew Nishimoto, Executive Director
Family Promise of South Bay
2930 El Dorado Street
Torrance, CA 90503**

Notices, reports and statements to the City shall be delivered or sent to the CDBG/HOME Consultant, or their Designee at:

**City of Paramount
Attn: Steven Coumparoules, Management Analyst
Public Safety
16400 Colorado Ave., Paramount, CA 90723**

**City of Paramount
Attn: Kim Sao, Director, Finance
Department
16400 Colorado Ave., Paramount, CA 90723**

Such notice shall be deemed made when personally delivered via email or when mailed, five (5) days after deposit in the U.S. Mail, first-class postage pre-paid and addressed to the party at its applicable address. Actual notice shall be deemed adequate notice on the date actual notice occurred, regardless of the method of service. Each party shall promptly notify the other of any change in its mailing address.

21. ASSIGNMENT. The Sub-Recipient shall not assign or transfer any interest in this Contract, whether by assignment, delegation or novation, without the prior express written consent of the City. Any assignment, delegation or novation of the terms of this Contract without the prior written consent of the City shall be null and void and shall constitute a material breach of this Contract.
22. TERMINATION/SUSPENSION. This Contract may be terminated for convenience in accordance with 2 C.F.R. § 200.326 and 2 C.F.R. Part 200, Appendix II at any time by either Party upon giving thirty (30) days' notice in writing to the other Party. City Manager, or his Designee, is hereby empowered to give said notice subject to ratification by the City Council of the City of Paramount.

The City may immediately suspend or terminate this Contract if Sub-Recipient materially fails to comply with any term of this Contract, or the award which is the subject of this Contract whether stated in a federal statute or regulation, an assurance, in a State Plan or obligation, a Notice of Award, or elsewhere.

Further, City may immediately terminate this Contract upon the termination, suspension, discontinuation or substantial reduction in CDBG funding for the Contract activity or if for any reason the timely completion of the work under this Contract is rendered improbable, infeasible or impossible. In such event, Sub-Recipient shall be compensated for all services rendered and all necessarily incurred costs performed in good faith, in accordance with the terms of this Contract, that have not been previously reimbursed, to the date of said termination, to the extent CDBG funds are available.

23. FISCAL LIMITATIONS. Both Parties acknowledge that the United States of America, through HUD, may, in the future, place programmatic or fiscal limitation(s) on CDBG funds not presently anticipated. Accordingly, the City reserves the right to revise this Contract in order to take into account actions affecting CDBG Program funding. Notwithstanding the provisions of Section 22 herein, in the event of a CDBG funding reduction, the City may: 1) reduce the budget of this Contract, as a whole or as to a cost category; 2) limit the right of the Sub-Recipient's authority to commit and spend funds; or 3) restrict the Sub-Recipient's use of both its uncommitted and its unspent funds.

Where HUD has directed or requested the City to implement a reduction in funding, in whole or as to a cost category, with respect to funding for this Contract, the City Manager, or his Designee, may act for the City in implementing and effecting such a reduction and in revising the Contract for such purpose. Where the City Manager, or his Designee has reasonable grounds to question that the Sub-Recipient has materially complied with the terms of this Contract, City Manager, or his Designee, may act for the City in suspending the operation of this Contract for up to sixty (60) days, upon three (3) days' notice to Sub-Recipient of their intention to so act, pending an audit or other resolution of such questions. In no event, however, shall any revisions made by the City affect expenditures and legally binding commitments made by the Sub-Recipient before it received notice of such revision, provided that such amounts have been committed in good faith and are otherwise allowable, that such commitments are consistent with HUD cash withdrawal guidelines, and that the Sub-Recipient is in compliance with the terms of this Contract.

24. USE OF FUNDS FOR ENTERTAINMENT, MEALS OR GIFTS. Sub-Recipient represents and warrants that it will not use funds provided through this Contract to pay for entertainment, meals, gifts, or other such expenses outside the scope of Exhibit "A".

25. INDEMNIFICATION.

(a) To the fullest extent permitted by law, Sub-Recipient shall indemnify and hold harmless City and any and all of its elected and appointed boards, commissions, officers employees and agents, and/or volunteers ("Indemnified Parties") from and against any and all losses, liabilities, damages, costs, and expenses, including attorney's fees and costs, caused in whole or in part by the negligent or wrongful act, error or omission of Sub-Recipient, its officers, agents, employees or sub-consultants (or any City or individual that Sub-Recipient shall bear the legal liability thereof) in the performance of services under this Agreement. Sub-Recipient's duty to indemnify and hold harmless City shall not extend to the City's sole or active negligence or willful misconduct.

(b) Sub-Recipient 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 Sub-Recipient's employees from health, retirement or other benefits attributable to services performed pursuant to this Agreement.

(c) In the event the Indemnified Parties, individually or collectively, are made a party to any action, lawsuit, or other adversarial proceeding arising from the performance of the services encompassed by this Agreement, and upon demand by City, Sub-Recipient shall defend the Indemnified Parties at Sub-Recipient's cost or at City's option, to reimburse City for its costs of defense, including reasonable attorney's fees and costs incurred in the defense of such matters to the extent the matters arise from, relate to or are caused by Sub-Recipient's negligent acts, errors or omissions. Payment by City is not a condition precedent to enforcement of this provision. In the event of any dispute between Sub-Recipient and City, as to whether liability arises from the sole or active negligence or willful misconduct of the City or its officers, employees, or agents, Sub-Recipient will be obligated to pay for City's defense until such time as a final judgment has been entered adjudicating the Indemnified Parties as solely or actively negligent or to have acted with willful misconduct. Sub-Recipient will not be entitled in the absence of such a determination to any reimbursement of defense costs including but not limited to attorney's fees, expert fees, and costs of litigation.

26. CONFLICT OF INTEREST. The Sub-Recipient, its agents and employees shall comply with all applicable Federal, State, County and City laws and regulations governing conflict of interest including, but not limited to, 24 CFR Part 570.611. Sub-Recipient covenants that in the performance of this Contract no person having such a financial interest shall be employed or retained by the Sub-Recipient hereunder.

The Sub-Recipient will make available to its agents and employees copies of all applicable Federal, State, County and City laws and regulations governing conflict of interest with thirty (30) days from the Effective Date of this Contract.

27. DISCRIMINATION.

- (i) Sub-Recipient represents that it is an equal opportunity employer and that it shall not discriminate against any employee or applicant for employment because of race, religion, color, national origin, ancestry, sex, age, handicap, or any other

classification protected by federal or state law. Such non-discrimination shall include, but not be limited to, all activities related to initial employment, upgrading, demotion, transfer, recruitment or recruitment advertising, layoff or termination. In addition to the Sub-Recipient's obligations under Sections 13 and 55, the Sub-Recipient shall also comply with all relevant provisions of City's minority business enterprise program, affirmative action plan or other related programs or guidelines currently in effect or hereinafter enacted.

- (ii) The Sub-Recipient shall not discriminate on the ground of race, color, national origin or sex, exclude any person from participation in, deny any person the benefits of, or subject any person to discrimination under any program or activity related to the Project Services, or otherwise, whether in whole or in part with the CDBG Funds.
28. BUDGET MODIFICATIONS. The City Manager or his Designee, may grant budget modifications to this Contract for the movement of funds between the budget categories identified in Exhibit "A", provided the modifications do not exceed the total amount of compensation under this Contract.
29. TIME OF PERFORMANCE MODIFICATIONS. The City Manager or his Designee, may within his or her sole and absolute discretion grant time of performance modifications to this Contract when such modifications:
- (a) Are specifically requested by Sub-Recipient;
 - (b) Will not change the project goals or Project Services (Exhibit "A");
 - (c) Are in the best interests of the City and Sub-Recipient in performing the Project Services under this Contract; and
 - (d) Do not alter the amount of compensation under this Contract.
30. AUDIT EXCEPTIONS BY STATE AND FEDERAL AGENCIES. Sub-Recipient agrees that in the event the program established hereunder is subject to audit exceptions by appropriate State and Federal agencies, it shall be responsible for complying with such exceptions and reimbursing the City the full amount of City's liability to such appropriate State and Federal agency resulting from such audit exceptions.
31. INDEPENDENT CONTRACTOR.
- (a) Sub-Recipient 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 Sub-Recipient shall at all times be under Sub-Recipient's exclusive direction and control. Neither City nor any of its officers, employees, or agents shall have control over the conduct of Sub-Recipient or any of Sub-Recipient's officers, employees, or agents, except as set forth in this Agreement. Sub-Recipient 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. Sub-Recipient 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 Sub-Recipient, nor any of Sub-Recipient'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. Sub-Recipient expressly waives any claim Sub-Recipient may

have to any such rights.

(c) City shall not be liable for compensation or indemnification to Sub-Recipient for injury or sickness arising out of performing services hereunder.

32. AMENDMENTS/VARIATIONS. This Contract, with Recitals, Exhibits and attachments, embodies the whole of the agreement of the Parties hereto and supersedes all prior negotiations, understandings or agreements. There are no oral agreements not contained herein. Except as herein provided, any addition to or variation of the terms of this Contract shall not be valid unless made in the form of a written amendment of this Contract formally approved and executed by both Parties.
33. ACQUISITION OF SUPPLIES AND EQUIPMENT. The Sub-Recipient may purchase necessary supplies and equipment from a related agency/organization only if: (a) prior authorization is obtained in writing from the City; (b) no more than maximum prices or charges are made and no more than minimum specifications are met, as provided in writing by the City; (c) a community related benefit is derived from such Sub-Recipient related acquisition; and (d) no conflict of interest for private gain accrues to the Sub-Recipient or its employees, agents or officers.
34. MONITORING AND EVALUATION. The City will monitor, evaluate and provide guidance to the Sub-Recipient in the performance of this Contract. Authorized representatives of the City and HUD shall have the right of access to all activities and facilities operated by the Sub-Recipient under this Contract. Facilities include all files, records, and other documents related to the performance of this Contract. Activities include attendance at staff, board of directors, advisory committee and advisory board meetings, and observation of on-going program functions. The Sub-Recipient will ensure the cooperation of its staff and board members in such efforts. The City Manager or his Designee may conduct program progress reviews. These reviews will focus on the extent to which planned program has been implemented and measurable goals achieved, effectiveness of program management, and impact of the program.
35. AUDIT. The Sub-Recipient's program will be audited in accordance with the City's policy and funding source guidelines. The Sub-Recipient acknowledges that audits may also be conducted by Federal, State or local funding source agencies and shall comply with the audit requirements of such agencies, including but not limited to including but not limited to 2 CFR Part 200 Subpart F. The City or its authorized representatives shall, at all times during the term of this Contract and for a period of four (4) years thereafter, have access, for the purpose of audit or inspection, to any and all books, documents, papers, records, property, and premises of the Sub-Recipient. The Sub-Recipient's staff will cooperate fully with authorized auditors when they conduct audits and examinations of the Sub-Recipient's program. A financial audit of the Sub-Recipient's performance under this Contract shall be conducted at City's discretion. If indications of misappropriation or misapplication of the funds of this Contract cause the City to require a special audit, the cost of the audit will be encumbered and deducted from this Contract's Project Budget. Should the special audit confirm misappropriation or misapplication of funds, the Sub-Recipient shall reimburse the City within thirty (30) days. In the event the City uses the judicial system to recover the funds, the Sub-Recipient shall reimburse the City its legal fees and court costs in addition to awards.
36. INSURANCE AND BONDING. Without limiting the Sub-Recipient's indemnification of the City, the Sub-Recipient shall provide and maintain at their own expense during the term of this Contract 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 Contract.

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 Sub-Recipient's policy. A copy of the endorsement, showing policy limit, shall be provided to the City on or before signing this contract.

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.

37. FAILURE TO PROCURE INSURANCE. Failure on the part of Sub-Recipient to procure or maintain required insurance shall constitute a material breach of contract under which City may immediately suspend or terminate this Contract or, at its discretion, procure or renew such insurance and pay any and all premiums in connection therewith. All monies so paid by City shall be repaid by the Sub-Recipient to City upon demand or City may offset the cost of the premiums against any monies due to the Sub-Recipient from City.
38. PROGRAM INCOME. The City reserves the right to determine the disposition of any Program Income, as described in 24 CFR Part 570.504 (c), accumulated under the Project Services set forth in Exhibit "A". Sub-Recipient shall be entitled to utilize, during the Contract duration, any Program Income generated from the Project Services, as set forth in Exhibit "A", specifically and exclusively for the CDBG eligible Project Services and no other expense of the Sub-Recipient. Sub-Recipient shall only use the program income generated under the following conditions: (1) all of the terms and conditions of this Contract shall continue in full force and effect for all Program Income generated; (2) the request for grant funds by the Sub-Recipient under this Contract shall be adjusted according to 24 CFR Section 570.504 (b)(2)(i) and (ii); (3) all Program Income shall be used by the Sub-Recipient for immediate cash needs for Project Services and shall be reported to the City on a monthly basis; (4) any Program Income on hand with the Sub-Recipient when this Contract terminates, or received after the Contract's termination, shall be returned to the City; and (5) all Program Income received and expended shall be recorded in the Sub-Recipient's accounting records and included in each audit.
39. FINANCIAL CLOSEOUT PERIOD. The Sub-Recipient agrees to complete all necessary financial closeout procedures required by the City Manager or his Designee, within a period of not more than fifteen (15) calendar days from the expiration date of this Contract. This time period will be referred to as the Financial Closeout period. Activities during this period shall include, but are not limited to: making final payments, disposing of program assets (including the return of all unused materials, equipment, unspent cash advances, Program Income balances and accounts receivable to the City), and determining the custodianship of records. The City is not liable to provide reimbursement for any expenses or costs associated with this Contract after the expiration of the Financial Closeout period. After the expiration of the Financial Closeout period, those funds not paid to the Sub-Recipient under this Contract, if any, may be immediately reprogrammed by City into other eligible activities in the City. The City Manager, or his Designee, may request a final financial audit for activities performed under this Contract at the expiration of the Financial Closeout period.
40. NEPOTISM. Sub-Recipient shall not hire nor permit the hiring of any person to fill a position funded through this Contract if a member of that person's immediate family is employed in an administrative capacity by Sub-Recipient. For the purpose of this section, the term "immediate family" means spouse, child, mother, father, brother, sister, brother-in-law, sister-in-law, father-in-law, mother-in-law, son-in-law, daughter-in-law, aunt, uncle, niece, nephew, stepparent and stepchild. The term "administrative capacity" means having selection, hiring, supervisory or management responsibilities, including serving on the governing body of Sub-Recipient.
41. RELIGIOUS AND POLITICAL ACTIVITIES. Sub-Recipient agrees that funds granted by the City under this Contract will be used exclusively for performance of the Project Services required under this Contract, and that no funds made available under this Contract

shall be used to promote religious or political activities. Further, Sub-Recipient agrees that it will not perform, nor permit to be performed, any religious or political activities in connection with the performance of this Contract, as required under 24 CFR Section 570.200(j). Furthermore, the Sub-Recipient agrees that no funds provided, nor personnel employed under this contract, shall be in any way or to any extent engaged in the conduct of political activities in violation of Chapter 15 of Title V United States Code.

42. STAFF TRAVEL. Sub-Recipient shall not incur any expenditures for travel outside of Los Angeles County unless specifically provided for and itemized in Exhibit "A", without prior written approval of City.
43. USE OF FUNDS. All funds approved and allocated to Sub-Recipient under this Contract shall be used solely for costs approved in the Project Budget in Exhibit "A". Contract funds shall not be used as cash advancement between contracts, as security to guarantee payments for any non-program obligations, or as loans for non-program activities. Separate financial records shall be kept for each funding source.
44. REPORTS AND RECORDS. Sub-Recipient agrees to maintain, prepare and submit financial, program progress, monitoring, evaluation and other reports as required by City and Federal regulations, including but not limited to 24 CFR 570.506. Program progress reports shall be submitted on a quarterly basis, in the form specified by the City Manager or his Designee. Sub-Recipient shall maintain, and permit on-site inspections of such property, personnel, financial and other records and accounts as are considered necessary by City to assure proper accounting for all Contract CDBG funds during the term of this Contract and for a period of four (4) years thereafter. Sub-Recipient will ensure that its employees and board members furnish such information which, in the judgment of City representatives, may be relevant to a question of compliance with contractual conditions with City or granting agency directives, or with the effectiveness, legality and achievements of the program.
45. EXPENDITURES. Expenditures made by Sub-Recipient in the operation of this Contract shall be in strict compliance and conformity with the Project Budget set forth in Exhibit "A", unless prior written approval for an exception is obtained from City Manager or his Designee.
46. FEDERAL LOBBYIST REQUIREMENTS. The Sub-Recipient is prohibited by the Department of Interior and Related Agencies Appropriations Act, known as the Byrd Amendments, and 2 CFR Part 200, from using federally appropriated funds for the purpose of influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, loan or cooperative agreement, and any extension, continuation, renewal, amendment or modification of said documents.

The Sub-Recipient must certify in writing that they are familiar with the Federal Lobbyist Requirements and that all persons and/or subcontractors acting on behalf of the Sub-Recipient will comply with the Lobbyist Requirements.

Failure on the part of the Sub-Recipient or persons/subcontractors acting on behalf of the Sub-Recipient to fully comply with the Federal Lobbyist Requirements shall be subject to civil penalties.

47. LOBBYING CERTIFICATION. The following is applicable to projects utilizing funds received from the 2019-2022 allocations.

The undersigned certify, to the best of their knowledge and belief, that:

(1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

(2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, or any employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying", in accordance with its instructions.

(3) The undersigned shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including subcontracts, sub-grants, and contracts under grants, loans, and cooperative agreements) and that all sub-recipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into.

48. CERTIFICATION PROHIBITING USE OF EXCESSIVE FORCE. In accordance with Section 519 of Public Law 101-144, the Sub-Recipient certifies, to the best of his or her knowledge and belief, that it has adopted and is enforcing:

(1) A policy prohibiting the use of excessive force by law enforcement agencies within its jurisdiction against any individuals engaged in non-violent civil rights demonstrations; and

(2) A policy of enforcing applicable State and local laws against individuals physically barring entrance to or exit from a facility or location which is the subject of such non-violent civil rights demonstrations within its jurisdiction.

49. DRUG-FREE WORKPLACE. Sub-Recipient agrees to provide a drug-free workplace by:

(1) Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the Sub-Recipient's workplace and specifying the actions that will be taken against employees for violation of such prohibition.

(2) Establishing an ongoing drug-free awareness program to inform employees about -

- a. The dangers of drug abuse in the workplace;
- b. The Sub-Recipient's policy of maintaining a drug-free workplace;

- c. Any available drug counseling, rehabilitation, and employee assistance programs; and
- d. The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace;

(3) Making it a requirement that each employee to be engaged in the performance of the grant be given a copy of the statement required by paragraph 1 of this Section;

(4) Notifying the employee in the statement required by paragraph 1 of this Section that, as a condition of employment under the grant, the employee will:

- a. Abide by the terms of the statement; and
- b. Notify the employer in writing of his or her conviction for a violation of a criminal drug statute occurring in the workplace no later than five (5) calendar days after such conviction.

(5) Notifying the City in writing, within ten (10) calendar days after receiving notice under subparagraph 4(b) from an employee or otherwise receiving actual notice of such conviction. Employers of convicted employees must provide notice, including position title, to every grant officer or other designee on whose grant activity the convicted employee was working, unless the Federal agency has designated a central point for the receipt of such notices. Notice shall include the identification number(s) of each affected grant;

(6) Taking one of the following actions, within thirty (30) calendar days of receiving notice under subparagraph 4(b), with respect to any employee who is so convicted -

- a. Taking appropriate personnel action against such an employee, up to and including termination, consistent with the requirements of the Rehabilitation Act of 1973, as amended; or
- b. Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State, or local health, law enforcement, or other appropriate agency.

(7) Making a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs 1, 2, 3, 4, 5, and 6.

50 PROJECT LOCATION(S). The site(s) for the Performance of Work in connection with the specific grant is/are;

**Family Promise of South Bay
2930 El Dorado Street
Torrance, CA 90503**

51 RESIDENTIAL ANTIDISPLACEMENT AND RELOCATION ASSISTANCE PLAN. The City acknowledges that Section 104(d) of the Housing and Community Development Act of 1974, also known as the Barney Frank Amendment, requires relocation assistance for

displaced low-income families and requires one-for-one replacement of low/moderate income dwelling units that are demolished or converted to other use. When CDBG Program funds are used in a project, including financing for rehabilitation, or project delivery costs, Section 104(d) is triggered. CDBG Regulations further describe the requirements under 24 CFR Section 570.606 Displacement, Relocation, Acquisition, and Replacement of Housing.

Sub-Recipient must adopt and make public a Residential Anti-displacement and Relocation Assistance Plan as part of its administrative requirements to HUD. Before Sub-Recipient enters into a contract committing it to provide funds for any activity that will directly result in the demolition, or conversion to another use, of low/moderate-income dwelling units, it must make public and submit to HUD the information as described in Section 24 CFR 570.606, et seq.

Sub-Recipient agrees to comply with the (a) Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, as amended, and implementing regulations at 49 CFR Part 24 and 24 CFR 570.606(b); the requirements of 24 CFR 570.606(c) governing the Residential Anti-displacement and Relocation Assistance Plan under section 104(d) of the HCD Act; and (c) the requirements in 24 CFR 570.606(d) governing optional relocation policies. The Sub-Recipient shall provide relocation assistance to displaced persons as defined by 24 CFR 570.606(b)(2) that are displaced as a result of acquisition, rehabilitation, demolition or conversion for a CDBG-assisted project. The Sub-Recipient shall comply with applicable City ordinances, resolutions and policies concerning the displacement of persons from their residences.

52. PROPERTY MAINTENANCE STANDARDS. Sub-Recipient represents and warrants that sufficient property maintenance shall be provided to the facility where Project Services are being provided. Property maintenance includes, but is not limited to, removal of trash and debris, graffiti abatement, landscaping and maintenance of appropriate physical appearance.
53. SECTION 3. In accordance with the Housing and Urban Development Act of 1968, the Sub-Recipient and, where applicable, its contractor(s) and subcontractor(s) shall comply with Section 3 regulations as described in 24 CFR Part 135.
54. AMERICANS WITH DISABILITIES ACT. The Americans with Disabilities Act (42 U.S.C. 12131; 47 U.S.C. 155.201, 218 and 225) (ADA) provides comprehensive civil rights to individuals with disabilities in the areas of employment, public accommodations, State and local government services, and telecommunications. It further provides that discrimination includes a failure to design and construct facilities for first occupancy after January 26, 1993 that is readily accessible to and usable by individuals with disabilities. Further, the ADA requires the removal of architectural barriers and communication barriers that are structural in nature in existing facilities, where such removal is readily achievable--that is, easily accomplishable and able to be carried out without much difficulty or expense. The Sub-Recipient shall comply with the ADA.
55. CIVIL RIGHTS.
 - A. Civil Rights
 1. Compliance

Sub-Recipient agrees to comply with Title VI of the Civil Rights Act of 1964 as amended, Title VIII of the Civil Rights Act of 1968 as amended, Section 104(b) and Section 109 of Title I of the Housing and Community Development Act of 1974 as amended, Section 504 of the Rehabilitation Act of 1973, the Americans with Disabilities Act of 1990, the Age Discrimination Act of 1975, Executive Order 11063 and Executive Order 11246 as amended by Executive Orders 11375 and 12086.

2. Nondiscrimination

Sub-Recipient will not discriminate against any employee or applicant for employment because of race, color, creed, religion, ancestry, national origin, sex, disability or other handicap, age, marital/familial status, or status with regard to public assistance. Sub-Recipient will take affirmative action to ensure that all employment practices are free from such discrimination. Such employment practices include but are not limited to the following: hiring, upgrading, demotion, transfer, recruitment or recruitment advertising, layoff, termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship. Sub-Recipient agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the contracting agency setting forth the provisions of this nondiscrimination clause.

3. Land Covenants

This contract is subject to the requirements of Title VI of the Civil Rights Act of 1964 (P.L. 88-352) and 24 CFR 570.601 and 602. In regard to the sale, lease, or other transfer of land acquired, cleared or improved with assistance provided under this contract, the Sub-Recipient shall cause or require a covenant running with the land to be inserted in the deed or lease for such transfer, prohibiting discrimination as herein defined, in the sale, lease or rental, or in the use or occupancy of such land, or in any improvements erected or to be erected thereon, providing that the City and the United States are beneficiaries of and entitled to enforce such covenants. The Sub-Recipient, in undertaking its obligation to carry out the program assisted hereunder, agrees to take such measures as are necessary to enforce such covenant, and will not itself so discriminate.

4. Section 504

The Sub-Recipient agrees to comply with any Federal regulations issued pursuant to compliance with Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. 794), which prohibits discrimination against the handicapped in any Federally assisted program. The City shall provide the Sub-Recipient with any guidelines necessary for compliance with that portion of the regulations in force during the term of this contract.

B. Affirmative Action

1. Approved Plan

Sub-Recipient agrees that it shall be committed to carry out pursuant to the City's specifications an Affirmative Action Program in keeping with the principles as provided in President's Executive Order 11246 of September 24, 1965 and subsequently amended. The City shall provide Affirmative Action guidelines to the Sub-Recipient to assist in the formulation of such program. The Sub-Recipient shall submit a plan for an Affirmative Action Program for approval prior to the award of funds.

2. Women and Minority Owned Businesses (W/MBE)

Sub-Recipient will use its best efforts to afford minority- and women-owned business enterprises the maximum practicable opportunity to participate in the performance of this contract. As used in this contract, the term “minority and female business enterprise” means a business at least fifty-one (51) percent owned and controlled by minority group members or women. For the purpose of this definition, “minority group members” are Afro-Americans, Spanish-speaking, Spanish surnamed or Spanish-heritage Americans, Asian-Americans, and American Indians. Sub-Recipient may rely on written representations by businesses regarding their status as minority and female business enterprises in lieu of an independent investigation.

3. Access to Records

Sub-Recipient shall furnish and cause each of its own sub-recipients or subcontractors to furnish all information and reports required hereunder and will permit access to its books, records and accounts by the City, HUD or its agent, or other authorized Federal officials for purposes of investigation to ascertain compliance with the rules, regulations and provisions stated herein.

4. Notifications

Sub-Recipient will send to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understanding, a notice, to be provided by the agency contracting officer, advising the labor union or worker's representative of the Sub-Recipient's commitments hereunder, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

5. Equal Employment Opportunity and Affirmative Action

Sub-Recipient will, in all solicitations or advertisements for employees placed by or on behalf of the Sub-Recipient, state that it is an Equal Opportunity or Affirmative Action employer.

6. Subcontract Provisions

Sub-Recipient will include these provisions in every subcontract or purchase order, specifically or by reference, so that such provisions will be binding upon each of its own sub-recipients or subcontractors.

C. Labor Standards

Sub-Recipient agrees to comply with the requirements of the Secretary of Labor in accordance with the Davis-Bacon Act as amended, the provisions of Contract Work Hours, the Safety Standards Act, the Copeland “Anti-Kickback” Act (40 U.S.C. 276, 327-333) and all other applicable federal, state and local laws and regulations pertaining to labor standards insofar as those acts apply to the performance of this Contract. Sub-Recipient shall maintain documentation which demonstrates compliance with hour and wages requirements of this part. Such documentation shall be made available to City for review upon request.

Sub-Recipient agrees that, except with respect to the rehabilitation of residential property designed for residential use for less than eight (8) households, all contractors engaged under contracts in excess of \$2,000.00 for construction, renovation or repair of any building or work financed in whole or in part with assistance provided under this Contract, shall comply with federal requirements adopted by City pertaining to such contract, and with the applicable requirements of the regulations of the Department of Labor, under 29 CFR, Parts 3, 1, 5 and 7 governing the payment of wages and ratio of apprentices and trainees to journeymen; provided, that if wage rates higher than those required under the regulations are imposed by state or local law, nothing hereunder is intended to relieve Sub-Recipient of its obligation, if any, to require payment of the higher wage. Sub-Recipient shall cause or require to be inserted in full, in all such contracts subject to such regulations, provisions meeting the requirements of this paragraph, for such contracts in excess of \$10,000.00.

56. ENVIRONMENTAL CONDITIONS

A. Air and Water

Sub-Recipient agrees to comply with the following requirements insofar as they apply to the performance of this contract:

- Clean Air Act, 42 U.S.C., 7401, et seq.
- Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251, et seq., as amended, 1318 relating to inspection, monitoring, entry, reports, and information, as well as other requirements specified in said Section 1251 and Section 1318, and all regulations and guidelines issued thereunder.
- Environmental Protection Agency (EPA) regulations pursuant to 40 C.F.R., Part 50, as amended.
- National Environmental Policy Act of 1969.
- HUD Environmental Review Procedures (24 CFR, Part 58).
- California Environmental quality Act of 1974.

B. Flood Disaster Protection

In accordance with the requirements of the Flood Disaster Protection Act of 1973 (42 U.S.C. 4001), Sub-Recipient shall assure that for activities located in an area identified by FEMA as having special flood hazards, flood insurance under the National Flood Insurance Program is obtained and maintained as a condition of financial assistance for acquisition or construction purposes (including rehabilitation).

C. Lead-Based Paint

Sub-Recipient agrees that any construction or rehabilitation of residential structures with assistance provided under this contract shall be subject to HUD Lead-Based Paint Regulations at 24 CFR 570.608, and 24 CFR Part 35. Such regulations pertain to all HUD-assisted housing and require that all owners, prospective owners, and tenants of properties constructed prior to 1978 be properly notified that such properties may include lead-based paint. Such notification shall point out the hazards of lead-based paint and explain the symptoms, treatment and precautions that should be taken when dealing with lead-based paint poisoning and the advisability and availability of blood lead level screening for

children under seven. The notice should also point out that if lead-based paint is found on the property, abatement measures may be undertaken.

D. Historic Preservation

Sub-Recipient agrees to comply with the Historic Preservation requirements set forth in the National Historic Preservation Act of 1966, as amended (16 U.S.C. 470) and the procedures set forth in 36 CFR, Part 800, Advisory Council on Historic Preservation Procedures for Protection of Historic Properties, insofar as they apply to the performance of this contract.

In general, this requires concurrence from the State Historic Preservation Officer for all rehabilitation and demolition of historic properties that are fifty years old or older or that are included on a Federal, state, or local historic property list.

57. CONFIDENTIALITY OF REPORTS. Sub-Recipient shall keep confidential all reports, information and data received, prepared or assembled pursuant to the performance of the Contract. Such materials shall not be made available to any person, firm, corporation or entity without the prior written consent of the City. Such materials shall not, without prior written consent of the City, be used by the Sub-Recipient for any purposes other than the performance of the Project Services.
58. SAFETY STANDARDS AND ACCIDENT PREVENTION. The Sub-Recipient shall comply with all applicable federal, state local laws, rules and regulations governing safety, health and sanitation. The Sub-Recipient shall exercise all necessary precautions for the safety of employees appropriate to the nature of the work and the conditions under which the work is to be performed. The Sub-Recipient shall provide all safeguards, safety devices and protective equipment and take any other needed actions, as its own responsibility, reasonably necessary to protect the life and health of employees on the job and the safety of the public and to protect property in connection with the performance of this Contract.
59. SEVERABILITY. In the event that any provision contained in this Contract is held to be invalid, void, or illegal by any court of competent jurisdiction, the same shall be deemed severable from the remainder of this Contract and shall in no way affect, impair or invalidate any other provision contained herein. If any such provision shall be deemed invalid due to its scope of breadth, such provision shall be deemed valid to the extent of the scope of breadth permitted by law.
60. INTERPRETATION. No provision of this Contract is to be interpreted for or against either Party because that Party or that Party's legal representative drafted such provision, but this Contract is to be construed as if it were drafted by both Parties hereto.
61. WAIVER. No breach of any provision hereof can be waived unless in writing. Waiver of any one breach of any provision shall not be deemed to be a waiver of any breach of the same or any other provision hereof. No waiver, benefit, privilege, or service voluntarily given or performed by a Party shall give the other Party any contractual rights by custom, estoppel or otherwise.
62. TERMINATION FOR IMPROPER CONSIDERATION. In addition to the provisions of Section 22, the City may, by written notice to the Sub-Recipient, immediately terminate the right of the Sub-Recipient to proceed under this Contract if it is found that improper consideration, in any form, was offered or given by the Sub-Recipient, either directly or

- through an intermediary, to any City officer, employee or agent with the intent of securing the Contract or securing favorable treatment with respect to the award, amendment or extension of the Contract or the making of any determinations with respect to the Sub-Recipient's performance pursuant to the Contract. In the event of such termination, the City shall be entitled to pursue the same remedies against Sub-Recipient as it could pursue in the event of default by the Sub-Recipient.
63. ENTIRE CONTRACT/INCORPORATION. This Contract constitutes the entire understanding and agreement of the Parties. The Recitals, the Exhibits, and other attachments constitute a material part of this Contract and are hereby incorporated herein by reference as though fully set forth herein.
64. ATTORNEYS' FEES. In the event of the bringing of an arbitration, action or suit by a Party hereto against another Party by reason of any breach of any of the terms or any intentional inaccuracies in any of the representations and warranties on the part of the other Party arising out of this Contract, the prevailing Party in such action or dispute, whether by final judgment or arbitration award, shall be entitled to have and recover all costs and expenses of suit or claim, including attorneys' fees.
65. BENEFIT. The terms of this Contract shall be binding upon and inure to the benefit of the Parties hereto and their successors and assigns.
66. COUNTERPARTS. This Contract may be executed in counterparts. When executed, each counterpart shall be deemed an original, irrespective of date of execution. Said counterparts shall together constitute one and the same Contract.
67. LAWS GOVERNING THIS CONTRACT. This Contract shall be governed by and construed in accordance with the laws of the State of California, all applicable federal statutes and regulations as amended, and all applicable local laws.
68. NO THIRD PARTY BENEFICIARIES. The performance of the City's and the Sub-Recipient's respective obligations under this Contract are not intended to benefit any Party other than the City and Sub-Recipient, except as expressly provided otherwise herein.
69. USE OF RECYCLED-CONTENT PAPER PRODUCTS. To the extent practicable, Sub-Recipient is encouraged to reduce the amount of solid waste deposited at the County landfills, the Sub-Recipient agrees to use recycled-content paper to the maximum extent possible on the Project.

IN WITNESS WHEREOF, the City Council of the City of Paramount has caused this Contract to be subscribed by the City Manager or his Designee, and the Sub-Recipient has subscribed the same through its authorized officers, the day, month and year first above written.

CITY OF PARAMOUNT:

SUB-RECIPIENT:

Family Promise of South Bay

By: _____
John Moreno
City Manager

By: _____
Andrew Nishimoto
Executive Director

Date: _____

Date: _____

By: _____
Kim Sao
Finance Director

Date: _____

EXHIBIT A

COMMUNITY DEVELOPMENT BLOCK GRANT PROGRAM

Exhibit A: Program Description

Program: Homelessness Prevention

Subrecipient: Family Promise of South Bay

Description:

The Paramount Family Homelessness CARES program will be a resource available to Paramount residents that are either experiencing homelessness or at risk of homelessness. By utilizing problem-solving techniques, Family Promise of South Bay's case managers will evaluate families and provide the appropriate resources such as shelter expenses, move-in assistance, motel/hotel stays, transportation expenses, employment readiness, educational material for financial literacy, rental/mortgage assistance (not to exceed \$2,000 per household), and case management.

Eligibility:		Budget:	
HUD Matrix Code:	03T Homeless Services	Personnel Costs:	\$30,000
Eligibility Citation:	570.201(e)	Non-Personnel Costs:	\$67,313
National Objective:	Low Mod Clientele 570.208(a)(2)(i)(B)	Total CDBG:	\$97,313

Accomplishment Goals:		Implementation Schedule:	
10 Family units		Start Date:	09/07/2022
		End Date:	06/30/2023

Location / Service Area / Beneficiaries:	Administered By:
Available to beneficiaries throughout the City? Yes	Lori Eastman, Interim Executive Director Family Promise of South Bay 2930 El Dorado Street Torrance, CA 90503
Help the homeless? Yes	
Help persons with HIV / AIDS? No	
Help persons with Special Needs? No	

Special Provisions

National Objective - Low- and Moderate-Income Limited Clientele – Family Size and Income:

Pursuant to 570.208(a)(2)(i)(B), the Program serves clientele whose family income does not exceed 80 percent of area median income adjusted for family size based on the current income limits published by the U.S. Department of Housing and Urban Development. Subrecipient shall collect source documentation for each client family to substantiate family composition, size and the income of all adult family members. Such documentation should include, as appropriate, copies of three (3) recent consecutive paycheck stubs, Federal Income Tax Returns filed within the last year, copies of letters from the Social Security Administration or a public benefit or welfare provider showing gross amounts received by the household, bank statements showing direct deposits, pension checks or statements, court decrees establishing child support or spousal support payments, or other form(s) of third party source documentation of income.

Non-Personnel Costs:

Non-Personnel Costs shall be supported by appropriate procurement in accordance with 2 CFR § 200.320. For purchases other than supplies or equipment, contracts must contain the applicable provisions described in Appendix II to Part 200—Contract Provisions for non-Federal Entity Contracts Under Federal Awards.

Personnel Costs:

Personnel Costs shall be supported by appropriate payroll and time attendance records signed by the employee and approved by the supervisor. Time distribution records must reflect total work time on a daily basis by program and/or funding source, as applicable.

Submittal of Invoices:

Invoices (requests for reimbursement of grant funds for costs incurred in accordance with this Contract and the CDBG regulations) may be submitted to the City on a monthly or quarterly basis within 10 calendar days of the end of the month/quarter. Invoices must be accompanied by appropriate supporting documentation to substantiate the reimbursement. For non-personnel costs, supporting documentation shall include, at a minimum, a written description of the cost such as an invoice or receipt, proof of payment, documentation that an appropriate procurement was conducted and that an appropriate contract was executed (as applicable).

Submittal of Quarterly Performance Reports:

The Subrecipient shall submit Quarterly Performance Reports on a form acceptable to the City by the 10th day of the month following each quarter. For the purpose of this agreement, the first quarter shall be March 1- June 30, the second quarter shall be July 1-September 30, the third quarter shall be October 1-December 31 and the fourth quarter shall be January 1-March 31. Failure to submit Quarterly Performance Reports by the 10th day of the month following a quarter is considered a Delinquency. The first Delinquency will result in the issuance of a letter from the City to the Subrecipient indicating that the submittal is delinquent. A second Delinquency will result in a written finding of non-compliance with this Contract issued from the City to the Subrecipient. A third Delinquency will result in the issuance of a notification to the City Council indicating Subrecipient's non-compliance with the contract. Such notification to the City Council may also include a recommendation to suspend or terminate the Contract. Such a recommendation may also result in the disallowance of funds previously paid to Subrecipient and/or a loss of remaining grant funds.

Retention of Financial Records:

The Operating Department/Agency shall maintain during the term of this Contract and for a period of five (5) years after the expiration of the contract complete and adequate financial records and accounts as considered necessary by the City to assure proper accounting for all program funds and to support all program expenditures. These records and accounts shall include, but not be limited to, the following: 1) A double-entry General Ledger that supports the costs charged to the CDBG Program; 2) Records documenting procurement of goods and services; 3) Contracts for goods or services; 4) Lease or Rental Agreements; 5) Invoices; 6) Billing Statements; 7) Cancelled Checks; 8) Timecards signed by employees and supervisors; 9) Personnel Authorization Records; 10) Payroll Registers; 11) Payroll Tax Records; 12) Bank Statements; 13) Bank Reconciliations; and 14) Documentation to support the allocation of costs.

Certification:

By signing below, I acknowledge that I have read and understand all of the special conditions listed above. Furthermore, I acknowledge that failure to comply with the conditions listed may require the repayment of the funds received and/or forfeit receiving future Community Development Block Grant (CDBG) funds.

Lori Eastman

Lori Eastman, LCSW
Interim Executive Director

8/23/23

Date

SEPTEMBER 6, 2022

REPORT

DEVELOPMENT ACTIVITY UPDATE



To: Honorable City Council

From: John Moreno, City Manager

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

Date: September 6, 2022

Subject: DEVELOPMENT ACTIVITY UPDATE

The Planning Department is pleased to report the following notable development activity in Paramount:

HOUSING

Gold Key Development Project (6500-6510 Alondra Boulevard)

The developer/contractor is nearing completion for this 10-home project between Hunsaker Avenue and Home Depot (former location of Crooks Bros Body Shop and a single-family residence). The contractor's workers are making finishing touches before calling for final inspection. Gas and electric utilities should be approved the second week of September, and escrows will begin to close at that time. The grand opening was held on Saturday, July 23 to promote home sales. The homes have rooftop solar panels and electric vehicle (EV) charging outlets in the garages.



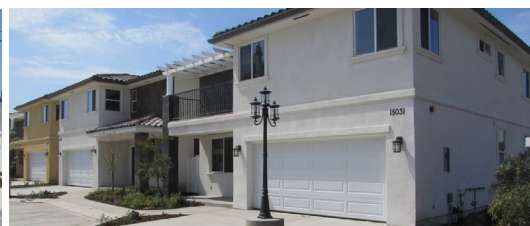
8/23/22

Magnum Property Project (8321-35 Somerset Boulevard – northwest corner of Indiana Avenue and Somerset Boulevard)

The eight-unit residential project that replaced several deteriorated residential and commercial buildings is almost complete. The developer is completing common area documents, and Edison is scheduled to install electrical connections in September.



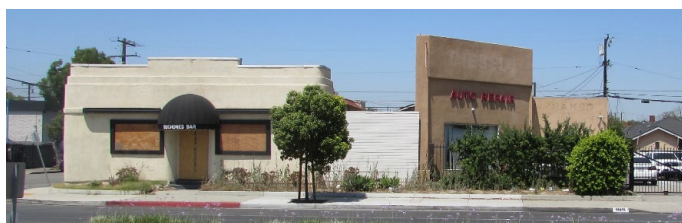
“before”



8/6/22

Senior Housing Project (16635-83 Paramount Boulevard – northwest corner of Paramount Boulevard and 70th Street)

The applicant is revising plans to improve the design and incorporate the auto body and vacated bar properties at Paramount and 70th Street. This project is a three-story mixed-use building with commercial/institutional and parking on the first floor and a senior assisted and independent living housing on the second and third floors. Upon revision of the application, the Development Review Board will review the design, and the Planning Commission and City Council will review a zone change.



July 2022



draft rendering

COMMERCIAL

Applejacks Market (14107-13 Downey Avenue, between Elburg Street and Wilbarn Street)

Construction plans for a new development at the current site of the Applejacks (formerly Five Star Market) are close to approval upon submittal of corrections with updated angled driveway. A four-suite structure will replace the existing deteriorated market building. The elevations of the building will feature a combination of stucco and cultured stone, various wall projections, cornice, a prominent entry feature to the market to add architectural interest, a metal-clad sunshade, storefront windows, and decorative lights.



July 2022



approved front elevation

Tierra Mia Coffee (14318 Downey Avenue, near Rosecrans Avenue)

Construction continues for the Tierra Mia Coffee building with drive-through and outdoor patio. While waiting for delayed steel roof trusses, the contractor has poured the foundation for the front patio. Storm drain plumbing and tanks have been installed.



8/22/22



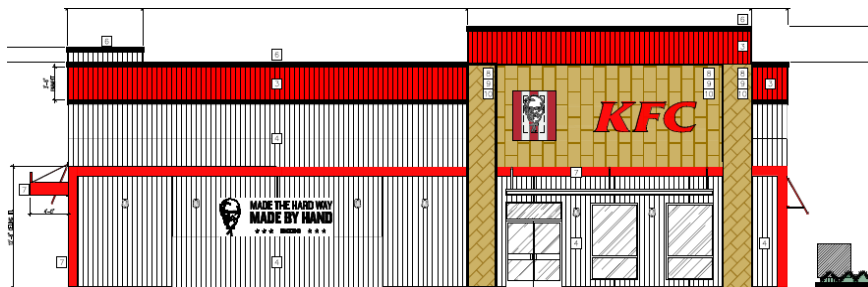
approved rendering

KFC (7803 Alondra Boulevard – northeast corner of Alondra Boulevard and Vermont Avenue)

Plans for the construction of a new KFC restaurant are under Building and Safety plan check review. The franchisee's designer is working on plan corrections for the building shell and site improvements, and the KFC corporation submitted plans for interior work.



July 2022



approved front elevation

LA Kings Iceland at Paramount (8041 Jackson Street)

The sale of the Iceland property to the Los Angeles Kings was finalized in June. Permitted interior improvements have begun, including breaking out the damaged concrete slab around the rink and replacing it with new concrete. The owners are installing a new tubing system in the rink area with new equipment. Other work will include exterior sign rebranding at the entrance, enhanced sound system, and establishing a Zamboni museum.



2002



7/27/22



approved sign

Fusion Food Hall (7340 Alondra Boulevard, near Garfield Avenue)

Construction plans to transform the retail portion of Platini Jeans into a food hall are in the Building and Safety plan check process. The applicant is correcting plans to meet Fire Department requirements.



2022



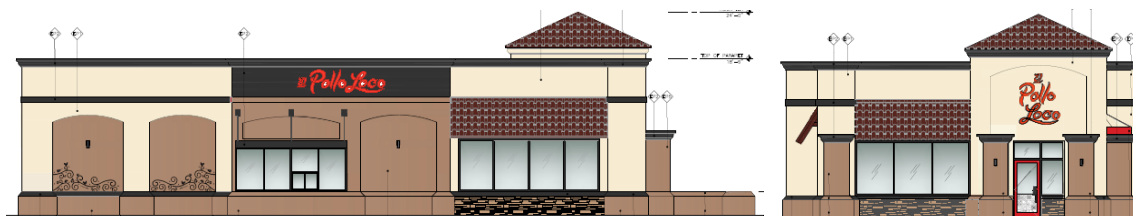
approved front rendering

El Pollo Loco (6833 Alondra Boulevard – northwest corner of Alondra Boulevard and Orange Avenue)

The Development Review Board approved an exterior remodel of El Pollo Loco that will include new decorative metalwork for the inset areas on the building façade. The building will be repainted, and the property will be refurbished throughout. Plans are in the Building and Safety plan check process.



2022



approved south side & front elevations

INDUSTRIAL

Carlton Forge Works (15135-47 Colorado Avenue – northwest corner of Colorado Avenue and Adams Street)

The project to demolish a 14,900 square foot building (vacant for 20 years) and construct a 76-stall parking lot is almost complete. Six electric vehicle (EV) charging spaces will be provided. The project has been delayed due to issues with Edison. The contractor is making minor corrections to meet Building and Safety Division requirements.



"before"



July 2022

McBrawn USA Machinery (15359 Illinois Avenue – northwest corner of Illinois Avenue and Jefferson Street)

The project had been on hold due to a private matter concerning the ownership. The project has been reactivated, and plans are now in the Building and Safety plan check process. The applicant has been notified that plan corrections are ready to be picked up.



July 2022



approved rendering

AltAir/World Energy Renewable Fuels Project (14700 Downey Avenue)

The project to convert the Paramount Refinery to manufacture only renewable fuels has begun. Demolition of petroleum refining equipment has begun. Permits have been issued for the sound wall along the north of the refinery property, and wall construction began in late-July with a late-September completion date planned.



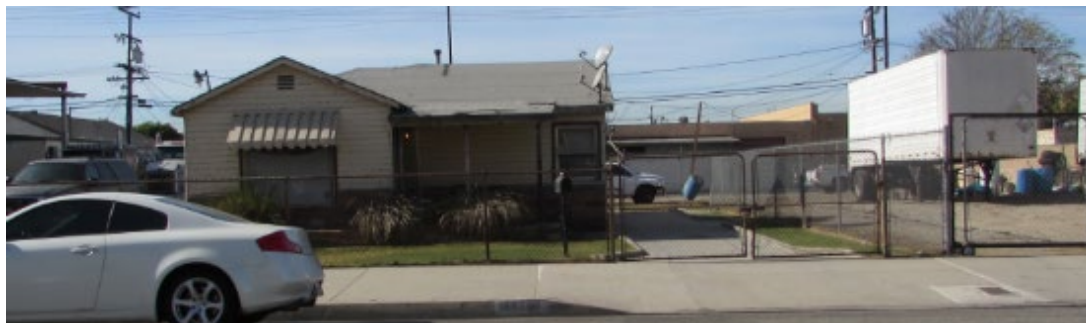
2022



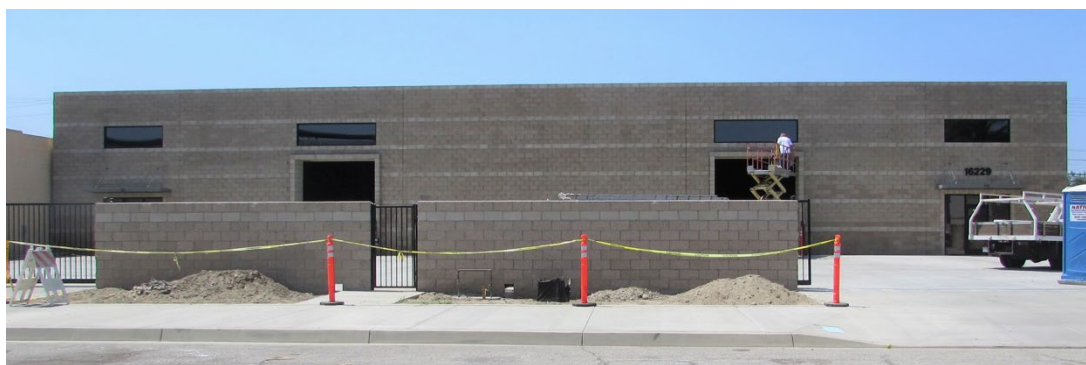
example wall

Herzog Electric Project (16223-29 Illinois Avenue)

The original developer sold the property to Herzog Electric, which is expanding from an existing property north of Alondra Boulevard to this property south of Alondra. The block shell of the 10,432 square foot five-suite building is complete, drywall was installed, and the window glass is in place. Site improvements are underway. Metal awnings will be installed shortly.



"before"



8/22/22

Go Store It Self-Storage Project (15932-42 Minnesota Avenue)

The applicant submitted zone change and development review applications for a 104,630 square foot five-story self-storage building in the Central Industrial District. The environmental review process is underway. The proposed building, which features contemporary architecture and wall mural accents, will replace six delapidated warehouses.



2022



proposed rendering

FISCAL IMPACT

This update is for review purposes only and has no fiscal impact.

VISION, MISSION, VALUES, AND STRATEGIC OUTCOMES

The City's Vision, Mission, and Values set the standard for the organization; establish priorities, uniformity and guidelines; and provide the framework for policy decisionmaking. The Strategic Outcomes were implemented to provide a pathway to achieving the Vision of a city that is safe, healthy, and attractive. This item aligns with Strategic Outcomes No. 1: Safe Community and No. 3: Economic Health.

RECOMMENDED ACTION

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

SEPTEMBER 6, 2022

PROFESSIONAL SERVICE AGREEMENT WITH GOGO
TECHNOLOGIES, INC. FOR THE PROVISION OF RIDE SHARE
SERVICES FOR THE CITY'S SENIOR TRANSIT PROGRAM

MOTION IN ORDER:

APPROVE THE AGREEMENT WITH GOGO TECHNOLOGIES, INC. FOR
RIDE SHARE SERVICES FOR THE CITY'S SENIOR TRANSIT 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: September 6, 2022

Subject: PROFESSIONAL SERVICE AGREEMENT WITH GOGO TECHNOLOGIES, INC. FOR THE PROVISION OF RIDE SHARE SERVICES FOR THE CITY'S SENIOR TRANSIT PROGRAM

BACKGROUND

In September 2018, the City Council approved a transition for our Dial-A-Ride and Elderly Nutrition Program (ENP) transit programs away from a fixed-route system to a more flexible taxi-based system. These transit programs were included in the existing medical taxi transit program we had with Administrative Services Co-Op. The taxi-based programs provided flexible and convenient taxi trips to the Senior Center at Paramount Park and to approved locations within town for shopping or visits to government facilities. The program was growing in size and popularity with our senior residents until the COVID-19 pandemic struck. In attempting to build back the program, Administrative Services Co-Op has struggled to return to pre-pandemic levels of taxis and drivers. This has subsequently affected the quality of service our residents are experiencing with the taxi-based program. Staff has been assisting seniors with on-going complaints of late pick-ups, missed pick-ups, and poor customer service. Staff continues to work with our taxi-based transit provider to improve the quality of service and minimize issues.

DISCUSSION

Ride-Sharing Transportation

As the taxi-based program struggled, staff researched alternative options to supplement the taxi-based program to alleviate the lack of accessible taxis available in our program area. Ride-Sharing services, such as Uber and Lyft, presented a unique opportunity to supplement our existing taxi-based transit services. However, as companies that work via websites and mobile apps, matching passengers with drivers of vehicles for hire, they are not particularly user friendly for our senior population. Nor do these ride-sharing services provide much monitoring of their services.

GoGo Grandparent

GoGo Grandparent provides a one-point contact for dispatch of ride-sharing services uniquely created to assist seniors and senior-based programs. Request for services can still be requested through a website or app but they can also be requested through a traditional phone call that our seniors are more accustomed. GoGo Grandparent assists seniors in making the ride appointment and provides clear information regarding when the ride will be arriving and communication to the user if there are any changes to the trip information. As a dispatch service, GoGo Grandparent provides information that staff will be able to access to assist any senior that is confused or unsure of their ride information. Staff will also be able to track all rides taken by our seniors to verify accuracy and effectiveness of trips.

We piloted the use of GoGo Grandparent from January through March 2022 with up to 10 individual seniors that were already part of our senior transit programs. Based on positive reviews from these seniors, staff would like to make this a permanent option for our seniors in accessing approved locations in town and outside of town for the medical transit program. The addition of GoGo Grandparent as a transit option does not eliminate, nor is it intended to eliminate, the taxi-based program but simply to provide transit options to assist our seniors in getting to their requested destinations.

GoGo Grandparent Agreement

The service agreement for GoGo Grandparent will allow seniors to use their services within our existing program parameters. The subsidized use of their services would be limited to use between 6 a.m. and 9 p.m., Sunday through Saturday. It would be available to senior and disabled residents for:

- Up to 20 one-way trips per month within City boundaries for trips to shopping centers, government offices, and medical offices with a required \$1 co-pay.
- Up to 20 one-way trips per month to medical/dental visits outside of the City up to 5 miles with a required \$1 co-pay
- Up to 40 one-way trips per month to the Paramount Park Senior Center from a Paramount residential address or from the Paramount Park Senior Center to a Paramount residential address with no co-pay required.

As with all of our transit programs, the funding for the cost of these services comes from our Proposition A Transit Funds. The cost for GoGo Grandparent includes a pass-through expense for the Uber or Lyft cost plus \$200 a month for their services up to 10 individual users per month and an additional \$20 per month per user beyond the initial 10 users. For example, if there were 50 users in a billing month, the administrative cost for GoGo Grandparent would be the \$200 base fee plus 40 additional users at \$20 per user for a total of \$1,000 for the month. The cost for the Uber or Lyft trips will vary but GoGo Grandparent will delay pickups and trips to avoid any “surge” periods where Uber and Lyft are in high demand.

FISCAL IMPACT

The FY 2022-23 Budget currently has \$50,000 in Proposition A Funds allocated for Taxi Program Services that supports our seniors and disabled residents. Since the GoGo Grandparent transit program will be operating alongside the taxi-based program available to the same senior population, we estimate that this budget allocation will be able to fund the senior transit services. Should program use grow beyond anticipated use levels, staff will request allocation of additional Proposition A Funds to support the program.

VISION, MISSION, VALUES, AND STRATEGIC OUTCOMES

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

RECOMMENDED ACTION

It is recommended that the City Council approve the Agreement with GoGo Technologies, Inc. for ride share services for the City's Senior Transit Program.

**PROFESSIONAL SERVICE AGREEMENT BY AND BETWEEN THE
CITY OF PARAMOUNT
AND
GOGO TECHNOLOGIES, INC.
FOR THE PROVISION OF RIDE SHARE SERVICES FOR SENIOR TRANSIT PROGRAMS**

THIS AGREEMENT is made and entered into this 6th day of September, 2022 by and between the CITY OF PARAMOUNT, hereinafter referred to as the "CITY," and GOGO TECHNOLOGIES, INC., hereinafter referred to as the "CONSULTANT."

I. RECITAL

A. PURPOSE. The purpose of this AGREEMENT is to allow the CITY to procure the professional services of a qualified administrator and dispatch ride sharing agency to coordinate and dispatch existing private ride sharing services for the CITY's Senior Transit Programs and to have these CONSULTANT services based upon the mutual covenants and conditions set forth herein.

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. The term of this AGREEMENT shall be for an initial term of 1 year with option by the CITY to renew for additional periods of 2 year terms, which option must be exercised by CITY prior to the expiration of initial 1 year term and prior to the expiration of each succeeding 2 year term periods; provided, however, that this paragraph does not affect the right of either party to terminate the Agreement unless in accordance with those provisions set forth in paragraph P.

C. SCOPE OF SERVICES. Under the supervision of the Director of Community Services or designee, the CONSULTANT shall provide all services as detailed in the CONSULTANT's Proposal dated May 24, 2022 and attached herein as Exhibit A". CONSULTANT is bound by the contents of Exhibit "A", hereto and incorporated herein by this reference. In the event of conflict, the requirements of CITY's Request for Proposal and this Agreement shall take precedence over those contained in the CONSULTANT's proposal. The incorporation of the CONSULTANT's proposal shall be for the scope of services to be provided only, and any other terms and conditions included in such proposal shall have no force and effect on this Agreement or the relationship between CONSULTANT and/or CITY, unless expressly agreed to in writing.

D. PERFORMANCE. CONSULTANT shall at all times faithfully, competently, and to the best of their ability, experience, and talent, perform all tasks described herein. CONSULTANT shall employ, at a minimum, generally accepted standards and practices utilized by persons engaged in providing similar services as are required of CONSULTANT hereunder in meeting its obligations under this Agreement.

E. 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 Community Services or designee.

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.

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

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) CITY shall not be liable for compensation or indemnification to CONSULTANT for injury or sickness arising out of performing services hereunder.

G. INDEMNIFICATION AND DEFENSE.

- (a) To the fullest extent permitted by law, CONSULTANT shall indemnify and hold harmless CITY and any and all of its elected and appointed boards, commissions, officers employees and agents, and/or volunteers ("Indemnified Parties") from and

against any and all losses, liabilities, damages, costs, and expenses, including attorney's fees and costs, caused in whole or in part by the negligent or wrongful act, error or omission of CONSULTANT, its officers, agents, employees or sub-consultants (or any CITY or individual that CONSULTANT shall bear the legal liability thereof) in the performance of services under this Agreement. CONSULTANT's duty to indemnify and hold harmless CITY shall not extend to the CITY's sole or active negligence or willful misconduct.

(b) 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.

(c) In the event the Indemnified Parties, individually or collectively, are made a party to any action, lawsuit, or other adversarial proceeding arising from the performance of the services encompassed by this Agreement, and upon demand by CITY, CONSULTANT shall defend the Indemnified Parties at CONSULTANT's cost or at CITY's option, to reimburse CITY for its costs of defense, including reasonable attorney's fees and costs incurred in the defense of such matters to the extent the matters arise from, relate to or are caused by CONSULTANT's negligent acts, errors or omissions. Payment by CITY is not a condition precedent to enforcement of this provision. In the event of any dispute between CONSULTANT and CITY, as to whether liability arises from the sole or active negligence or willful misconduct of the CITY or its officers, employees, or agents, CONSULTANT will be obligated to pay for CITY's defense until such time as a final judgment has been entered adjudicating the Indemnified Parties as solely or actively negligent or to have acted with willful misconduct. CONSULTANT will not be entitled in the absence of such a determination to any reimbursement of defense costs including but not limited to attorney's fees, expert fees, and costs of litigation.

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 prior to the beginning of and for the duration of this Agreement insurance coverage as specified in Exhibit "B" attached herewith and incorporated herein by this reference as though set forth in full.

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

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, and the CITY may withhold any payments to the CONSULTANT for the purpose of set-off until such time as the exact amount of damages due the CITY from the CONSULTANT is determined.

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 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. OWNERSHIP OF DOCUMENTS.

(a) CONSULTANT shall maintain complete and accurate records with respect to sales, costs, expenses, receipts, and other such information required by CITY that relate to the performance of services under this Agreement. CONSULTANT shall maintain adequate records of services provided in sufficient detail to permit an evaluation of services. All such records shall be maintained in accordance with generally accepted accounting principles and shall be clearly identified and readily accessible. CONSULTANT shall provide free access to the CITY at reasonable times to such books and records; shall give CITY the right to examine and audit said books and records; shall permit CITY to make transcripts or copies therefrom as necessary; and shall allow inspection of all work, data, documents, proceedings, and activities related to this Agreement. Such records, together with supporting documents, shall be maintained for a period of three (3) years after receipt of final payment.

(b) Upon completion of, or in the event of termination of this Agreement, all original documents, designs, drawings, maps, models, computer files, surveys, notes, and other documents prepared in the course of providing the services to be performed pursuant to this Agreement shall become the sole property of the CITY and may be used, reused, or otherwise disposed of by the CITY without the permission of the CONSULTANT. With respect to computer files, CONSULTANT shall make available to the CITY, at the CONSULTANT's office and upon reasonable written request by the CITY, the necessary computer software and hardware for purposes of accessing, compiling, transferring, copying and/or printing computer files. CONSULTANT hereby grants to CITY all right, title, and interest, including any copyright, in and to the documents, designs, drawings, maps, models, computer files, surveys, notes, and other documents prepared by CONSULTANT in the course of providing the services under this Agreement.

T. RELEASE OF INFORMATION.

(a) All information gained by CONSULTANT in performance of this Agreement shall be considered confidential and shall not be released by CONSULTANT without CITY's prior written authorization. CONSULTANT, its officers, employees, agents, or sub-consultants, shall not without written authorization from the CITY or unless requested by the CITY, voluntarily provide declarations, letters of support, testimony at depositions, response to interrogatories, or other information concerning the work performed under this Agreement or relating to any project or property located within the CITY. Response to a subpoena or court order shall not be considered "voluntary" provided CONSULTANT gives CITY notice of such court order or subpoena.

(b) CONSULTANT shall promptly notify CITY should CONSULTANT, its officers, employees, agents, or sub-consultants be served with any summons, complaint, subpoena, notice of deposition, request for documents, interrogatories, request for admissions, or other discovery request ("Discovery"), court order, or subpoena from any

person or party regarding this Agreement and the work performed thereunder or with respect to any project or property located within the CITY, unless the CITY is a party to any lawsuit, arbitration, or administrative proceeding connected to such Discovery, or unless CONSULTANT is prohibited by law from informing the CITY of such Discovery. CITY retains the right, but has no obligation, to represent CONSULTANT and/or be present at any deposition, hearing, or similar proceeding as allowed by law. Unless CITY is a party to the lawsuit, arbitration, or administrative proceeding and is adverse to CONSULTANT in such proceeding, CONSULTANT agrees to cooperate fully with CITY and to provide the opportunity to review any response to Discovery requests provided by CONSULTANT. However, CITY's right to review any such response does not imply or mean the right by CITY to control, direct, or rewrite said response.

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. 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.

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

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

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 sub-contractor, 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 (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 sub-contractor 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 sub-contractor 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, as amended, or with respect to an otherwise qualified handicapped individual, as provided in Section 504 of the Rehabilitation Act of 1973, as amended, and the Americans with Disabilities Act of 1990, as amended, 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

Any notices which either party may desire to give to the other party under this Agreement must be in writing and may be given either by: (i) personal service; (ii) delivery by a reputable document delivery service (e.g., Federal Express), which provides a receipt showing date and time of delivery; or (iii) United States mail, certified mail, postage prepaid, return receipt requested, addressed to the address of the party as set forth below or at any other address as that party may later designate by notice:

To the CONSULTANT:

GoGo Technologies, Inc.
1600 Bryant St., #410477
San Francisco, CA 94141

To the CITY:

City of Paramount
Director of Community Services
David Johnson
16400 Colorado Avenue
Paramount, CA 90723

W. AUTHORITY TO EXECUTE THIS AGREEMENT

The person or persons executing this Agreement on behalf of CONSULTANT warrants and represents that they have the authority to execute this Agreement on behalf of the CONSULTANT and have the authority to bind CONSULTANT to the performance of its obligations hereunder.

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

CITY OF PARAMOUNT

GOGO TECHNOLOGIES, INC.

By: _____
John Moreno
City Manager

By: _____
Justin Boogaard
Chief Executive Officer

ATTEST:

By: _____
Heidi Luce, City Clerk

APPROVED AS TO FORM:

By: _____
John E. Cavanaugh, City Attorney

Attachments: Exhibit "A" CONSULTANT's Proposal
 Exhibit "B" Insurance Requirements

EXHIBIT "A"

PROPOSAL OF SERVICES

1. Provider shall perform all Services under this Letter Agreement in a skillful and competent manner, consistent with the standards generally recognized as being employed by professionals in the same discipline in the State of California, and consistent with all applicable laws. Provider represents that it, its employees and subcontractors have all licenses, permits, qualifications and approvals of whatever nature that are legally required to perform the Services, including a valid business license, and that such licenses and approvals shall be maintained throughout the term of this Letter Agreement.
2. The compensation for GoGo Technologies services shall be the full cost of the fare and concierge fee (or the desired subsidy), as detailed in Exhibit A, an implementation fee of \$400, plus \$200 base fee each month for the duration of the account. The CITY will be without a limitation for customers eligible for the program each month. The CITY may change customers at any time. Any changes that occur between billing cycles that bring the total number of customers served in that billing cycle to more than 10 will incur a \$20 fee per additional customer for that billing cycle.
3. GoGo Technologies, Inc. shall provide invoices that include a detailed description of the services performed. Invoices shall be submitted to the Partner on a monthly basis.
4. Under this Agreement, GoGo Technologies, Inc. will conduct a subsidized senior rides program for the City of Paramount's senior residents. This program is subsidized by the CITY in an effort to support mobility of senior residents.
5. GoGo Technologies, Inc. responsibilities are as follows:
 - A. GoGo will design and implement the program for the City of Paramount's senior residents.
 - B. GoGo will provide the GoGo Grandparent service to CITY's senior residents using a web-based, app-based, and telephonic-based user system.
 - C. The automated telephone hotline allows the CITY's senior residents to access and use Lyft or Uber with a phone call in accordance with the following process:
 - Registered Customers call 1 (855) 464 -6872 when they need a ride, and press a digit that corresponds to the location they would like to be picked up at. For example: ○ "Please press 1 for a car to be sent to pick you up from your home" ○ "Please press 2 for a car to be sent to pick you up from where we dropped you off last" ○ "Please press 0 to speak with an operator".
 - Based on the selection, GoGo Grandparent orders a ride to the selected pickup location through a third party transportation network service, such

as Uber or Lyft. It tracks the ride and saves the last location to the Customer's dial tone menu. The ride is monitored: if a driver cancels, GoGo automatically reorders; if a driver is lost an operator is alerted; if a driver tries to communicate with a Customer, GoGo manages that contact.

- In addition, GoGo Grandparent provides custom instructions to the Uber or Lyft or other third party transportation network service drivers, tailored to the needs of individual Customers.

D. Operator support is provided 24/7 to customers at no additional charge. Operator support is provided for:

- Answering questions
- Ordering rides when a caller is not at their home or last location
- Assisting callers with technical issues associated with the GoGo Grandparent service

E. Hours of Availability. Customers will have access to the GoGo Grandparent service and to speak with an operator 24 hours a day, 365 days a year.

F. Enterprise Features. GoGo will provide the CITY of Paramount with a login portal that the CITY may use to enroll customers into the program.

6. The City of Paramount responsibilities are as follows:

- A. The CITY will be responsible for vetting and enrolling customers in the program through GoGo's portal.
- B. Information collected during registration includes the customer's (i) Full Name; (ii) Cell Phone Number; (iii) Home Phone Number; (iv) Home Address; and (v) On-File Payment Method (optional).

7. The CITY will provide payment by check to GoGo every month of service for the base fee plus the cost of full cost of fare for each user in the billing period.

8. The CITY will subsidize each customer trip with the following program limitations and customer co-pay:

- Up to 20 one-way trips per month within CITY boundaries for trips to shopping centers, government offices, and medical offices with a required \$1 co-pay.
- Up to 20 one-way trips per month to medical/dental visits outside of the CITY up to 5 miles with a required \$1 co-pay.

- Up to 40 one-way trips per month to the Paramount Park Senior Center from a Paramount residential address or from the Paramount Park Senior Center to a Paramount residential address with no co-pay required.
9. Subsidized use of this program is limited to use between 6 a.m. and 9 p.m., Sunday through Saturday.

EXHIBIT "B"

INSURANCE REQUIREMENTS

Without limiting CONSULTANT's indemnification of CITY, and prior to commencement of work and/or services under this Agreement, CONSULTANT shall obtain, provide, and maintain at its own expense during the term of this Agreement, policies of insurance of the type and amounts described below and, in a form, satisfactory to CITY.

General liability insurance. CONSULTANT 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. CONSULTANT shall maintain automobile insurance at least as broad as Insurance Services Office form CA 00 01 covering bodily injury and property damage for all activities of the CONSULTANT arising out of or in connection with Work to be performed under this Agreement, including coverage for any owned, hired, non-owned, or rented vehicles, in an amount not less than 1,000,000 combined single limit for each accident.

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 \$1,000,000 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 years after completion of the services required by this agreement.

Workers' compensation insurance. CONSULTANT shall maintain Workers' Compensation Insurance (statutory limits) and Employer's Liability insurance (with limits of at least \$1,000,000).

CONSULTANT shall submit to CITY, along with the certificate of insurance, a Waiver of Subrogation endorsement in favor of CITY, its elected and appointed boards, commissions, officers, employees and agents.

Other provisions or requirements

Proof of insurance. CONSULTANT shall provide certificates of insurance and required endorsements to CITY as evidence of the insurance coverage required herein. Insurance certificates and endorsements must be approved by CITY's Risk Manager prior to commencement of performance. Current certification of insurance shall be kept on file with CITY for the contract period and any additional length of time required thereafter. CITY reserves the right to require complete, certified copies of all required insurance policies, at any time.

Duration of coverage. CONSULTANT shall procure and maintain for the contract period, and any additional length of time required thereafter, insurance against claims for injuries to persons or damages to property, or financial loss which may arise from or in connection with the performance of the Work hereunder by CONSULTANT, their agents, representatives, employees, or sub-consultants.

Primary/noncontributing. Coverage provided by CONSULTANT shall be primary and any insurance or self-insurance procured or maintained by CITY shall not be required to contribute with it. The limits of insurance required herein may be satisfied by a combination of primary and umbrella or excess insurance. Any umbrella or excess insurance shall contain or be endorsed to contain a provision that such coverage shall also apply on a primary and non-contributory basis for the benefit of CITY before the CITY's own insurance or self-insurance shall be called upon to protect it as a named insured.

CITY's rights of enforcement. In the event any policy of insurance required under this Agreement does not comply with these specifications or is canceled and not replaced, CITY has the right but not the duty to obtain the insurance it deems necessary, and any premium paid by CITY will be promptly reimbursed by CONSULTANT or CITY will withhold amounts sufficient to pay premium from CONSULTANT payments. In the alternative, CITY may cancel this Agreement.

Acceptable insurers. All insurance policies shall be issued by an insurance company currently authorized by the Insurance Commissioner to transact business of insurance or 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.

Waiver of subrogation. All insurance coverage maintained or procured pursuant to this agreement shall be endorsed to waive subrogation against CITY, its elected or appointed officers, agents, officials, employees, and volunteers or shall specifically allow CONSULTANT or others providing insurance evidence in compliance with these specifications to waive their right of recovery prior to a loss. CONSULTANT hereby waives its own right of recovery against CITY and shall require similar written express waivers and insurance clauses from each of its sub-consultants.

Enforcement of contract provisions (non estoppel). CONSULTANT acknowledges and agrees that any actual or alleged failure on the part of the CITY to inform CONSULTANT of non-compliance with any requirement imposes no additional obligations on the CITY nor does it waive any rights hereunder.

Requirements not limiting. 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 CONSULTANT maintains higher limits than the minimums shown above, the CITY requires and shall be entitled to coverage for the higher limits maintained by

the CONSULTANT. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to the CITY.

Notice of cancellation. CONSULTANT agrees to oblige its insurance agent or broker and insurers to provide the CITY with a thirty (30) day notice of cancellation (except for nonpayment for which a ten (10) day notice is required) or nonrenewal of coverage for each required coverage. If any of the CONSULTANT's insurers are unwilling to provide such notice, then CONSULTANT shall have the responsibility of notifying the CITY immediately in the event of CONSULTANT's failure to renew any of the required insurance coverages, or insurer's cancellation or non-renewal.

Additional insured status. General liability, automobile liability, and umbrella/excess liability insurance policies shall provide or be endorsed to provide that CITY and its officers, officials, employees, agents, and volunteers shall be additional insureds under such policies.

Prohibition of undisclosed coverage limitations. None of the coverages required herein will be in compliance with these requirements if they include any limiting endorsement of any kind that has not been first submitted to CITY and approved of in writing.

Separation of insureds. A severability of interests provision must apply for all additional insureds ensuring that CONSULTANT's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the insurer's limits of liability. The policy(ies) shall not contain any cross-liability exclusions.

Pass through clause. CONSULTANT agrees to ensure that its sub-consultants, subcontractors, and any other party who is brought onto or involved in the project/service by CONSULTANT (hereinafter collectively "Subcontractor"), provide the same minimum insurance coverage and endorsements required of CONSULTANT under this Agreement. CONSULTANT agrees to monitor and review all such coverage and assumes all responsibility for ensuring that such coverage is provided in conformity with the requirements of this section. However, in the event CONSULTANT's Subcontractor cannot comply with this requirement, which proof must be submitted to the CITY, CONSULTANT may still be able to utilize the Subcontractor provided CONSULTANT shall be required to ensure that its Subcontractor provide and maintain insurance coverage and endorsements sufficient to the specific risk of exposure involved with Subcontractor's scope of work and services, with limits less than required of the CONSULTANT, but in all other terms consistent with the CONSULTANT's requirements under this Agreement. This provision does not relieve the CONSULTANT of its contractual obligations under the Agreement and/or limit its liability to the amount of insurance coverage provided by its subcontractors. This provision is intended solely to provide CONSULTANT with the ability to utilize a Subcontractor who may be otherwise qualified to perform the work or services but may not carry the same insurance limits as required of the CONSULTANT under this Agreement given the limited scope of work or services provided by the subcontractor. CONSULTANT agrees that upon request, all agreements with Subcontractors, and others engaged in the project and/or services, will be submitted to CITY for review.

CITY's right to revise specifications. The CITY reserves the right at any time during the term of the contract to change the amounts and types of insurance required by giving the

CONSULTANT ninety (90) days advance written notice of such change. If such change results in substantial additional cost to the CONSULTANT, the CITY and CONSULTANT may renegotiate CONSULTANT's compensation.

Self-insured retentions. Any self-insured retentions must be declared to and approved by CITY. CITY reserves the right to require that self-insured retentions be eliminated, lowered, or replaced by a deductible, or require proof of ability to pay losses and related investigations, claim administration, and defense expenses within the retention through confirmation from the underwriter.

Timely notice of claims. CONSULTANT shall give CITY prompt and timely notice of claims made or suits instituted that arise out of or result from CONSULTANT's performance under this Agreement, and that involve or may involve coverage under any of the required liability policies.

Additional insurance. CONSULTANT shall also procure and maintain, at its own cost and expense, any additional kinds of insurance, which in its own judgment may be necessary for its proper protection and prosecution of the work.

SEPTEMBER 6, 2022

LOS ANGELES COUNTY REGIONAL PARK AND OPEN SPACE
DISTRICT (RPOSD) MEASURE A TECHNICAL ASSISTANCE PROGRAM
MASTER AGREEMENT

MOTION IN ORDER:

- 1) AUTHORIZE THE CITY MANAGER OR DESIGNEE TO EXECUTE
LOS ANGELES COUNTY RPOSD MEASURE A TECHNICAL
ASSISTANCE PROGRAM MASTER AGREEMENT.
- 2) ACCEPT THE \$285,000 RPOSD TAP GRANT AWARD AND
APPROPRIATE IT FOR USE OF PROFESSIONAL DESIGN AND/OR
GRANT DEVELOPMENT SERVICES FOR MEASURE A FUNDED
PROJECTS.

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: September 6, 2022

**Subject: LA COUNTY REGIONAL PARK AND OPEN SPACE DISTRICT (RPOSD)
MEASURE A TECHNICAL ASSISTANCE PROGRAM MASTER
AGREEMENT**

BACKGROUND

The Los Angeles County Regional Park and Open Space District (RPOSD) is responsible for implementing and administering the Los Angeles County Safe, Clean Neighborhood Parks and Beaches Measure of 2016 (Measure A). Measure A authorizes dedicated local funding for park, recreation, and open space projects and their maintenance through an annual special tax on real property in Los Angeles County. Measure A makes funding available to eligible applicants for projects that repair and upgrade parks and recreational facilities; create new parks; preserve and protect open spaces and beaches; and support recreational programming.

TECHNICAL ASSISTANCE PROGRAM (TAP) GRANT

Measure A specifically set aside technical assistance funds to be allocated periodically for High and Very High Need areas of the County that lack adequate park space, as defined by the 2016 Park Needs Assessment. The City of Paramount is identified as a Very High Need city. RPOSD created the Technical Assistance Program (TAP) to assist with the expenditure of these funds. The goal of TAP is to achieve park and open space equity by supporting the development of TAP requests that result in the development of new parks, improved access, or increased park acreage in communities that have been identified as “High-Need” or “Very-High-Need” according to the Los Angeles Countywide Comprehensive Parks and Recreation Needs Assessment.

RPOSD developed TAP to help ensure that eligible agencies can access funding and successfully compete for existing Measure A competitive grant programs or other funding opportunities including local, state, federal and private funding, so long as a nexus to Measure A exists.

MASTER AGREEMENT WITH THE CITY OF PARAMOUNT

The first step to access the TAP funds is the execution of a Master Agreement for Technical Assistance (attached). Once executed, the Master Agreement between the City

of Paramount and RPOSD will be in effect for five years, with the option to renew for an additional five years, unless terminated. The City of Paramount has been awarded \$285,000 in TAP funds and can begin the process of allocating those grant funds once the Master Agreement is executed.

TAP grant funds can assist the City by providing professional services in the following areas:

1. Community Outreach & Engagement
2. Planning - project scoping, park conceptualization, project development, cost estimation, fund leveraging, and master planning for land acquisition
3. Design - park project design, environmental studies, acquisition services, and engineering and construction documents
4. Grant writing and application assistance for Measure A grants
5. Project and Construction Management

FISCAL IMPACT

The \$285,000 RPOSD TAP grant was not allocated as part of the FY 2022-23 budget since its award was not made at the time of the budget preparation. The \$285,000 grant will be reflected in the FY 2022-23 midyear 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) authorize the City Manager or designee to execute Los Angeles County RPOSD Measure A Technical Assistance Program Master Agreement; and 2) accept the \$285,000 RPOSD TAP grant award and appropriate it for use of professional design and/or grant development services for Measure A funded projects.

LOS ANGELES COUNTY REGIONAL PARK AND OPEN SPACE DISTRICT (RPOSD)

Safe, Clean Neighborhood Parks, Open Space, Beaches, Rivers Protection, and Water Conservation
Measure (Measure A), approved by voters on November 8, 2016

Measure A Technical Assistance Program Master Agreement

PARTIES TO AGREEMENT

RPOSD:

Los Angeles County
Regional Park and Open Space
District 1000 South Fremont
Avenue, Unit #40 Building A-9 East,
Ground Floor Alhambra, CA 91803

GRANTEE:

City of Paramount

RECITALS

The Grantee (“Grantee”) and the Los Angeles County Regional Park and Open Space District (“RPOSD”) do hereby enter into this Agreement and under the terms and conditions of this Agreement. Grantee agrees to complete TAP Services as described in any future Notice(s) to Proceed (“NTP”) issued by RPOSD, acting through the Director of the County of Los Angeles Department of Parks and Recreation and pursuant to Measure A.

DEFINITIONS

Indirect/Overhead Costs – Indirect/Overhead costs are costs not usually identified specifically with the grant, contract, or activity, but are necessary for the general operation of the grantee/organization.

NTP (Notice to Proceed) – The formal notification issued by RPOSD that directs the Grantee to immediately, or as of the date contained in the notice to begin work on the Project.

NTP Budget - Budget submitted by Grantee which provides the cost of the TAP Services being provided.

NTP Completion Date – The date TAP Services will be completed according to the approved timeline submitted by the Qualified Vendor.

Qualified Vendor – Parkland development consultants and service providers included on RPOSD’s TAP Qualified Vendor list.

TAP Services – Technical Assistance Program services provided by a Qualified Vendor through a NTP process.

LOS ANGELES COUNTY REGIONAL PARK AND OPEN SPACE DISTRICT (RPOSD)

Safe, Clean Neighborhood Parks, Open Space, Beaches, Rivers Protection, and Water Conservation
Measure (Measure A), approved by voters on November 8, 2016

Article 1: TAP Services

The Grantee shall provide all necessary and qualified personnel, equipment, material, and facilities to complete TAP Services as described in the NTP(s) and incorporated by reference herein.

TAP Services provided under this Agreement will be performed by Qualified Vendors through an NTP and the Grantee shall submit to RPOSD the names, description of work to be performed, contract amount, executed contract agreement and certificate of insurance of the Qualified Vendor that the Grantee contracts with.

Article 2: Term of Agreement

The term of this Agreement begins when it is fully executed ("Effective Date"). The term of the agreement shall remain in effect for five years from the effective date unless renewed, terminated or cancelled by either party as provided in Article 3: Option to Renew and Article 11: Early Termination, Suspension, and Failure to Perform, below.

Article 3: Option to Renew

Provided that Grantee is not, and at no time has been, in default during the Term under any of the terms, conditions, and provisions of this Agreement, then Grantee shall have the option to renew this Agreement, for one five (5) year option period, provided that, in order to exercise this Option to Renew (Option), Grantee is required to give to RPOSD written notice thereof not less than three (3) months prior to the date of expiration of this Agreement.

Article 4: NTP Performance Period

The NTP performance period for each NTP shall be the period of time starting on the date of NTP execution and ending on the performance period end date as defined in the NTP. NTP costs must be incurred within the NTP Performance Period to be eligible for reimbursement.

Article 5: Counterparts and Electronic Signatures

This Agreement may be executed in two or more counterparts, each of which shall be deemed an original but all of which together shall constitute one and the same Agreement. The facsimile, email or electronic signature of the parties shall be deemed to constitute original signatures, and facsimile or electronic copies hereof shall be deemed to constitute duplicate originals.

RPOSD and Grantee hereby agree to regard electronic representations of original signatures of authorized officers of each party, when appearing in appropriate places on the Amendments and received via communications facilities (facsimile, email or electronic signature), as legally

LOS ANGELES COUNTY REGIONAL PARK AND OPEN SPACE DISTRICT (RPOSD)

Safe, Clean Neighborhood Parks, Open Space, Beaches, Rivers Protection, and Water Conservation
Measure (Measure A), approved by voters on November 8, 2016

sufficient evidence that such legally binding signatures have been affixed to Amendments to this Agreement.

Article 6: Compensation

Grantee will not be entitled to any payment by RPOSD under this Agreement except pursuant to a validly executed NTP. Grant funds will be disbursed in accordance with the NTP Budget defined in the NTP(s), subject to the provisions of this Agreement. Grantee will use the grant funds solely for the purposes described in this Agreement, the resultant NTP and detailed in RPOSD's approved electronic GMS application. Grantee may not combine or carryover funds remaining in one NTP to another. Grantee understands that grant funds are not a gift and agrees that RPOSD is granting funds for Grantee to complete the work outlined in the NTP.

Article 7: Overhead or Indirect Costs

Grantee's overhead or indirect costs are not reimbursable.

Article 8: Expenditure of Funds and Allocation of Funds Between Budget Items

The total grant amount of any future NTP(s) may not be increased. The Grantee shall expend funds consistent with the approved NTP Budget. Any revisions to the NTP Budget that attempts to shift funds from approved budget items into a different category, must be identified in a revised budget within RPOSD's grants management system and approved in advance by RPOSD. RPOSD may withhold payment for items which exceed the amount allocated in the NTP budget which have not received the approval required herein. Any RPOSD approved increase in the funding for any budgeted item shall result in a corresponding decrease in the funding for one or more other budgeted items.

Article 9: Project Costs and Reimbursements

RPOSD shall reimburse to the Grantee, in accordance with the approved NTP Budget, a total amount not to exceed the amount of the NTP, as follows:

RPOSD shall reimburse funds for eligible costs incurred to date, up to 90% of the grant amount, upon the Grantee's satisfactory progress under the NTP and upon submission of an electronic claim form, which shall be submitted no more frequently than monthly. RPOSD shall disburse the final 10% held in retention, upon the Grantee's satisfactory completion of the TAP Services, submission of required documentation and upon RPOSD's acceptance of the project. Project costs must be incurred within the NTP Performance Period to be eligible for reimbursement.

The Grantee shall request reimbursements by submitting a claim to RPOSD through the GMS and complete all forms and requirements of the claim process. RPOSD will only reimburse for

LOS ANGELES COUNTY REGIONAL PARK AND OPEN SPACE DISTRICT (RPOSD)

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actual costs incurred. The form shall also indicate cumulative expenditures to date and expenditures during the reporting period.

An authorized representative of the Grantee shall sign the claim. Each claim form shall be accompanied by:

1. All receipts and any other source documents for direct expenditures and costs that the Grantee seeks reimbursement for;
2. Invoices from Qualified Vendor(s) that the Grantee engaged to complete any portion of the work funded under this Agreement and any invoices and any other source documents for costs incurred and expenditures by any such Qualified Vendor(s), unless RPOSD makes a specific exemption in writing; and
3. A supporting progress report summarizing the current status of the work and comparing it to the status required by the NTP (budget, timeline, tasks, etc.), including written substantiation of completion of the portion of the project for which the Grantee is requesting reimbursement, as requested by RPOSD.

RPOSD, in its sole discretion, may deny reimbursement requests that do not comply with the any requirements, including failure to submit a signed payment request or attaching supporting documents.

Article 10: Advancing of Funds

The Grantee may request an advance of grant funds for an amount equaling up to 20% of the grant amount. Grantees must setup a separate fund or account for RPOSD funds approved for advance payment. RPOSD funds must be deposited into an interest-bearing account insured by the FDIC. All interest earned belongs to RPOSD and must be returned to RPOSD prior to final payment. Please refer to the Grant Administration Manual for eligibility and qualification requirements to receive advances.

Grantee shall submit proof of expenditures using advanced funds. The grantee must use or return all advanced funds before requesting for reimbursement of additional expenses from the grant award. Only one request for advance funds, at the initiation of the grant, will be allowed per grant. In addition, Grantee shall return advanced funds paid to Grantee that RPOSD, in its sole discretion, deems ineligible.

Article 11: NTP Completion

The Grantee shall complete the TAP Services by the NTP Completion date provided in the GMS. Upon completion of the NTP the Grantee shall provide RPOSD with evidence of completion by submitting:

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1. All Deliverables specified in the NTP, each in a format(s) approved by RPOSD (for example, paper, digital, photographic);
2. Electronic submission of final payment request; and
3. Letter of Completion.

Article 12: Early Termination, Suspension, and Failure to Perform

If there are no pending incomplete NTP Projects, either party may terminate this Agreement for any reason by providing the other party with a minimum of thirty (30) days written notice.

If there are pending incomplete NTP Projects, RPOSD may terminate or suspend this Agreement for any reason by providing the Grantee with written notice. Upon receipt of such notice, Grantee shall immediately cause all work under the Agreement to stop and take all reasonable measures to prevent incurring further costs. RPOSD may reimburse eligible, reasonable and non-cancelable obligations incurred by the Grantee in the performance of this Agreement prior to the date of the notice to terminate or suspend, but only up to the undisbursed balance of grant funding authorized in this Agreement and only if Grantee is in compliance with all terms and conditions of this Agreement and any outstanding NTPs. Any notice suspending NTP's under this Agreement shall remain in effect until written notice from RPOSD authorizes the NTP to resume.

If there are pending incomplete NTP Projects, Grantee may terminate this Agreement for any reason by providing RPOSD with a thirty (30) day notice in writing and repayment to RPOSD of all amounts disbursed by RPOSD for any pending and incomplete NTP(s) issued under this Agreement.

On or before the date of termination of the Agreement under this section, whether terminated by the Grantee or RPOSD, the Grantee shall provide RPOSD with all work, material, data, information, and written, graphic or other work produced, developed or acquired that was to be delivered under this Agreement (whether completed or partial), in appropriate, readily useable form.

Grantee expressly agrees to waive, release and relinquish the recovery of any consequential damages that may arise out of the termination or suspension of this Agreement under this section.

RPOSD is not responsible for any obligations of Grantee that may be impacted by termination of this Agreement, including contracts with Qualified Vendors.

LOS ANGELES COUNTY REGIONAL PARK AND OPEN SPACE DISTRICT (RPOSD)

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Article 13: Severability

If any provision of this Agreement is found or deemed by a court of competent jurisdiction to be invalid or unenforceable, it shall be considered severable from the remainder of the Agreement and shall not cause the remainder to be invalid or unenforceable.

Article 14: Copyright and Work Products

Grantee may copyright protect original works developed under this Agreement. All such copyrighted works will be in the name of the Grantee. Grantee grants to RPOSD an irrevocable and royalty-free right and license to use, reproduce, prepare derivative works, distribute copies, and perform and display publicly any copyrighted material developed and/or delivered under this Grant.

Article 15: Liability Insurance

Prior to starting any Work, Grantee shall (a) secure and continuously carry insurance meeting the requirements set forth and acknowledged in RPOSD's electronic GMS application for this grant, and (b) provide RPOSD with evidence of such insurance. Grantee agrees to promptly provide evidence of insurance required under this Section at any time during the term of the Agreement upon request by RPOSD or a third party engaged by RPOSD to manage and administer the insurance requirements under this Section. Grantee shall also require its sub-contractors to adhere to these insurance requirements.

Article 16: Indemnification and Hold Harmless

Grantee shall indemnify, defend and hold harmless RPOSD, its officers, employees, and agents from and against any and all liability to any third party for or from loss, damage or injury to persons or property in any manner arising out of, or incident to, the performance of this Agreement or the planning, arranging, implementing, sponsoring or conducting of Projects or any other operation, maintenance or activity by the Grantee. Grantee agrees to defend and indemnify RPOSD, its officers, employees, and agents from all costs and expenses, including attorney's fees, in any action or liability arising under this Agreement or the planning, arranging, implementing, sponsoring or conducting of Projects or any other operation, maintenance or activity by the Grantee.

RPOSD shall have no liability for any debts, liabilities, deficits or cost overruns of the Grantee.

Grantee and RPOSD agree that the liability of RPOSD hereunder shall be limited to the payment of the funds pursuant to the terms and conditions of this Agreement. Any contracts entered into, or other obligations or liabilities incurred by, the Grantee in connection with any Project or otherwise relating to this Agreement shall be the sole responsibility of the Grantee, and RPOSD shall have no obligation or liability whatsoever thereunder or with respect thereto.

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The obligations in this “Indemnification and Hold Harmless” section shall survive termination of this agreement.

Article 17: Amendments

As provided herein, no amendment (including without limitation, deletions) of any of the terms or conditions of the Agreement will be effective unless provided in writing signed by all parties. It is the responsibility of the Grantee to ensure that any person who signs an amendment on its behalf is duly authorized to do so, and such signature shall be binding to RPOSD. No oral understanding or agreement not incorporated in this agreement shall be binding on any of the parties.

Article 18: Compliance with Laws

Grantee shall at all times comply with all applicable federal, state and local laws, statutes, rules, regulations and ordinances. This Agreement is governed by the laws of the State of California, and the parties agree that the enforcement of the Agreement, and the resolution of any disputes arising out of or related to the subject matter of the Agreement, shall be resolved by arbitration conducted by a private arbitration service under the laws of the State of California.

Article 19: Notices

All notices permitted or required to be given under this Agreement shall be in writing and shall be deemed given: (i) if entered and/or uploaded to RPOSD’s electronic GMS system; (ii) if delivered by courier, on receipt by the intended recipient or on the date of delivery (as confirmed by, if delivered by courier, the records of such courier); (iii) if mailed, on the date of delivery as shown by the return receipt; (iv) if by email, on the date officially recorded as delivered, according to return receipt or other record of delivery. Notices shall be addressed to the RPOSD Grants Officer assigned to this grant in the grants management system.

Article 20: Audits, Accounting, Records

Grantee agrees to maintain satisfactory financial accounts, documents and records for each NTP issued under this Agreement and to make them available to RPOSD for auditing at reasonable times. Grantee also agrees to retain such financial accounts, documents and records for a minimum of five (5) years following each NTP termination or completion.

Grantee and RPOSD agree that during regular office hours, each of the parties hereto and their duly authorized representatives shall have the right to inspect and make copies of any books, records or reports of the other party pertaining to this Agreement or matters related thereto. Grantee agrees to maintain, and make available for RPOSD inspection, accurate records of all its costs, reimbursements and receipts with respect to its activities under this Agreement.

LOS ANGELES COUNTY REGIONAL PARK AND OPEN SPACE DISTRICT (RPOSD)

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Grantee agrees to use an accounting system that complies with generally accepted accounting principles.

At any time during the term of this Agreement or at any time within five years after the expiration or prior termination of this Agreement, authorized representatives of RPOSD may conduct an audit of Grantee for the purpose of verifying appropriateness and validity of expenditures that Grantee has submitted to RPOSD for reimbursement under the terms of this Agreement.

Grantee, within thirty (30) days of notification that an audit has resulted in the exception of expenditures, may dispute the audit findings in writing to RPOSD and provide RPOSD with records and/or documentation to support the expenditure claims. RPOSD shall review this documentation and make a final determination as to the validity of the expenditures.

If Grantee has received all grant monies prior to the audit, or if remaining grant monies are insufficient, and if said audit reveals expenditures that cannot be verified or that were paid in violation of the terms of this Agreement, the Measure or the Measure A Grants Administration Manual, Grantee shall pay RPOSD an amount equal to these expenditures within sixty (60) days after receiving written notification of the expenditures disallowed and the reason for the disallowance.

Article 21: Computer Software

The Grantee certifies that it has instituted and will employ systems and controls appropriate to ensure that, in the performance of this Agreement, RPOSD funds will not be used for the acquisition, operation or maintenance of computer software in violation of copyright laws.

Article 22: Nondiscrimination

During the performance of this Agreement, the Grantee shall not discriminate against any person on the basis of race, color, sex, sexual orientation, age, religious belief, national origin, marital status, physical or mental handicap, medical condition, or place of residence.

Article 23: Independent Capacity

The Grantee, and the agents and employees of the Grantee, in the performance of this agreement, shall act in an independent capacity and not as officers or employees or agents of RPOSD.

Article 24: Assignment

Grantee shall not assign, exchange, transfer, or delegate its rights or duties under this Agreement, whether in whole or in part, without the prior written consent of RPOSD, in its discretion.

LOS ANGELES COUNTY REGIONAL PARK AND OPEN SPACE DISTRICT (RPOSD)

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Article 25: Good Standing

Good Standing is when an agency or organization is in compliance with all requirements stated in the guidelines, policies, and procedures of RPOSD for both Proposition A and Measure A. Good Standing is required of Grantees to receive any grant funds and processing of claims from RPOSD.

Article 26: Timeliness

Time is of the essence in this agreement.

Article 27: Authorization Warranty

Grantee represents and warrants that the person executing this Agreement for Grantee is an authorized agent who has actual authority to bind Grantee to each and every term, and condition, and obligation of this Agreement and that all requirements of the Grantee have been fulfilled to provide such actual authority.

Article 28: Conflict of Interest

No RPOSD employee whose position with RPOSD enables such employee to influence the award of this Agreement or any subsequent NTP, and no spouse or economic dependent of such employee, shall be employed in any capacity by Grantee or have any other direct or indirect financial interest in this Agreement. No officer or employee of Grantee who may financially benefit from the performance of work hereunder shall in any way participate in RPOSD's approval, or ongoing evaluation, of such work, or in any way attempt to unlawfully influence RPOSD's approval or ongoing evaluation of such work.

Grantee shall comply with all conflict of interest laws, ordinances, and regulations now in effect or hereafter to be enacted during the term of this Agreement. Grantee warrants that it is not now aware of any facts that create a conflict of interest. If Grantee hereafter becomes aware of any facts that might reasonably be expected to create a conflict of interest, it shall immediately make full written disclosure of such facts to RPOSD. Full written disclosure shall include, but is not limited to, identification of all persons implicated and a complete description of all relevant circumstances. Failure to comply with the provisions of this Article 27 shall be a material breach of this Agreement.

LOS ANGELES COUNTY REGIONAL PARK AND OPEN SPACE DISTRICT (RPOSD)

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Article 29: Validity

If any provision of this Agreement or the application thereof to any person or circumstance is held invalid, the remainder of this Agreement and the application of such provision to other persons or circumstances shall not be affected thereby.

Article 30: Waiver

No waiver by RPOSD of any breach of any provision of this Agreement shall constitute a waiver of any other breach or of such provision. Failure of RPOSD to enforce at any time, or from time to time, any provision of this Agreement shall not be construed as a waiver thereof. The rights and remedies set forth in this Article shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Agreement.

LOS ANGELES COUNTY REGIONAL PARK AND OPEN SPACE DISTRICT (RPOSD)

Safe, Clean Neighborhood Parks, Open Space, Beaches, Rivers Protection, and Water Conservation
Measure (Measure A), approved by voters on November 8, 2016

IN WITNESS WHEREOF, Grantee and RPOSD have caused this Agreement to be executed by their duly authorized representatives as of the latter day, month and year written below.

GRANTEE (CITY OF PARAMOUNT):

By: _____
Signature of Authorized Representative

Name: John Moreno

Title: City Manager

Date: _____

LOS ANGELES COUNTY
REGIONAL PARK AND OPEN SPACE DISTRICT:

By: _____
Director / Administrator

Date: _____

Agreement No. _____

SEPTEMBER 6, 2022

RESOLUTION NO. 22:045

“A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PARAMOUNT, ESTABLISHING A DIVISION OF COMMUNITY PRESERVATION IN THE PUBLIC SAFETY DEPARTMENT AND AMENDING THE AUTHORIZED POSITION LISTING FOR FULL-TIME EMPLOYEES.”

MOTION IN ORDER:

IT IS RECOMMENDED THAT THE CITY COUNCIL 1) AUTHORIZE AN INCREASE TO THE FY 2022-23 ADOPTED BUDGET IN AN AMOUNT OF \$25,848; AND 2) ADOPT RESOLUTION NO. 22:045 APPROVING ESTABLISHING A DIVISION OF COMMUNITY PRESERVATION IN THE PUBLIC SAFETY DEPARTMENT AND AN AMENDMENT TO THE CITY’S AUTHORIZED POSITION LISTING FOR FULL-TIME EMPLOYEES.

MOTION:

MOVED BY: _____

SECONDED BY: _____

[] APPROVED

[] DENIED

ROLL CALL VOTE:

AYES: _____

NOES: _____

ABSENT: _____

ABSTAIN: _____



To: Honorable City Council

From: John Moreno, City Manager

By: Margarita Matson, Public Safety Director
Nicole Lopez, Human Resources Manager

Date: September 6, 2022

**Subject: RESOLUTION NO. 22:045
ESTABLISHING A DIVISION OF COMMUNITY PRESERVATION IN THE
PUBLIC SAFETY DEPARTMENT AND AMENDING THE AUTHORIZED
POSITION LISTING FOR FULL-TIME EMPLOYEES**

BACKGROUND

The City Council approves the position classification listings and salary ranges for City employees during each Fiscal Year budget adoption. From time to time, modifications to the structure of the organization and position classifications are needed to ensure effective business operations. Pursuant to the Paramount Municipal Code, the City Manager has the authority to make personnel changes in their capacity as the City's Personnel Officer. However, modifications that impact the City's Budget (i.e. compensation, Authorized Position Listing) must be approved by the City Council. The current Authorized Position Listing for Full-Time Employees is attached.

DISCUSSION

Staff is preparing to establish a new division of Community Preservation in the Public Safety Department, and appoint a Community Preservation Manager to oversee the division. This action will create an organizational structure that resembles the Environment Sustainability division in the Public Works Department.

Community Preservation Division

Among the City's top priorities are preventing and responding to homelessness, addressing quality of life issues, and keeping Paramount a beautiful place to live, work, and play. Each day, the City dedicates a substantial amount of time and effort to manage these high-priority initiatives to align with the City's Vision, Mission, and Values. While most of these responsibilities already exist within the Public Safety Department, the budgetary allotments for these duties are spread out among various divisions and departments. Establishing a centralized division within the Public Safety Department to address these priorities will provide staff with better administrative organization, create efficiencies in delegating responsibilities in these areas, and enable the City to dedicate

sufficient resources. Additionally, by centralizing all of these functions under one division shows the City Council's commitment to preserving our neighborhoods and enhancing the quality of life for our residents and businesses.

Community Preservation Manager

Upon creating the Community Preservation division, the position of Community Preservation Manager will be established to oversee the division. The Community Preservation Manager will be responsible for managing the City's Homeless Outreach Services, beautification and preservation projects, Neighborhood Watch Program, Pitch-in Paramount Events, Good Neighbor Program, National Night Out, and Public Safety Expo. Other assignments specific to homelessness include administering housing services, neighborhood improvement programs, community outreach and case management, coordinate with community donors, volunteers and network for homeless solutions including faith-based and non-profit community entities.

The position will be filled by a current City employee who is uniquely qualified and actively performing the duties of the position by upgrading their current position from Management Analyst to Community Preservation Manager.

To create organizational uniformity across departments, the Community Preservation Manager position and Salary Range will align with a similar job classification already established (Public Works Manager, Salary Range 186). In two corresponding moves, the number of Management Analyst (Range 170) positions will be reduced from six to five, and the Public Works Manager position will be reclassified to Project/Program Manager so that both the Community Preservation Manager and Public Works Manager positions share the same classification of Project/Program Manager in the same Salary Range 186. With this action, the number of active full-time City positions will remain at 89, with one position frozen.

FISCAL IMPACT

Upgrading one Management Analyst (Salary Range 170) to the Project/Program Manager Classification (Salary Range 186) will result in an increase of \$25,848 to the General Fund. This amount includes the fully loaded employee salary and benefits costs and will be covered by funds from the available General Fund balance. This amendment will be reflected in the FY 2022-23 Midyear 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 all Strategic Outcomes No. 1: Safe Community, 5: Attractive and Well-Maintained Infrastructure, and 6: Efficient, Effective, and Fiscally Responsible.

RECOMMENDED ACTION

It is recommended that the City Council 1) authorize an increase to the FY 2022-23 Adopted Budget in an amount of \$25,848; and 2) adopt Resolution No. 22:045 approving establishing a Division of Community Preservation in the Public Safety Department and an amendment to the City's Authorized Position Listing for Full-Time Employees.

Attachments:

- Current Authorized Position Listing for Full-Time Employees (Attachment A)
- Resolution 22:045 with Proposed Authorized Position Listing for Full-Time Employees (Exhibit A)

ATTACHMENT A

AUTHORIZED POSITION LISTING
FOR FULL-TIME POSITIONS
(Effective 8/02/22)

Positions Authorized	Job Classification Titles	Pay Range Number	FLSA Status
1	City Manager	279	Exempt
1	City Attorney	261	Exempt
1	Assistant City Manager	257	Exempt
1	Community Services Director	255	Exempt
1	Finance Director	255	Exempt
1	Planning Director	255	Exempt
1	Public Safety Director	255	Exempt
1	Public Works Director	255	Exempt
1	City Clerk	252	Exempt
1	Assistant Community Services Director	250	Exempt
1	Assistant Finance Director	250	Exempt
1	Assistant Planning Director	250	Exempt
1	Assistant Public Safety Director	250	Exempt
1	Assistant Public Works Director	250	Exempt
1	Building and Safety Manager	204	Exempt
1	Human Resources Manager	202	Exempt
1	Public Works Operations Manager	196	Exempt
1	Public Information Officer	194	Exempt
1	Water Superintendent	192	Exempt
0	Information Technology (IT) Manager	190	Exempt
2	Senior Accountant	188	Exempt
1	Public Works Manager	186	Exempt
1	Senior Services Program Supervisor	183	Exempt
2	Building and Safety Inspector	182	Non-Exempt
1	Management Analyst II	178	Exempt
1	Water Supervisor	178	Non-Exempt
2	Maintenance Supervisor	173	Exempt
1	Associate Planner	170	Exempt
3	Community Services Supervisor	170	Exempt
1	Finance Supervisor	170	Exempt
6	Management Analyst	170	Exempt
1	Senior Code Enforcement Officer	165	Exempt
1	Community Service Officer Supervisor	163	Non-Exempt
1	Executive Assistant	163	Non-Exempt
3	Code Enforcement Officer	157	Non-Exempt
1	Community Services Specialist	151	Non-Exempt
3	Senior Water Operator	151	Non-Exempt
2	Finance Technician	148	Non-Exempt
1	Payroll Technician	148	Non-Exempt
6	Administrative Assistant	148	Non-Exempt
6	Senior Maintenance Worker	148	Non-Exempt
1	Warehouse Attendant	148	Non-Exempt
7	Community Service Officer	142	Non-Exempt
1	Parking Control Officer	140	Non-Exempt
3	Office Assistant II	137	Non-Exempt
8	Maintenance Worker	137	Non-Exempt
4	Water Operator	137	Non-Exempt
89			

CITY OF PARAMOUNT
LOS ANGELES COUNTY, CALIFORNIA

RESOLUTION NO. 22:045

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PARAMOUNT
ESTABLISHING A DIVISION OF COMMUNITY PRESERVATION IN THE
PUBLIC SAFETY DEPARTMENT AND AMENDING THE AUTHORIZED
POSITION LISTING FOR FULL-TIME EMPLOYEES

WHEREAS, Resolution No. 22:035 approving the Authorized Position Listing for Full-Time Employees was adopted by the City Council on June 21, 2022, and Resolution No. 22:041 amending the Authorized Position Listing for Full-Time Employees was adopted by the City Council on August 2, 2022; and

WHEREAS, the City Manager has the authority pursuant to the Municipal Code to make changes to the organizational structure and personnel in their capacity as the City's Personnel Officer; and

WHEREAS, the City Council approves the position classification listings for City employees; and

WHEREAS, from time to time, modifications to position classifications and specifications are needed to align with organizational changes to ensure effective business operations; and

WHEREAS, the City Manager has created the Division of Community Preservation within the Public Safety Department to address several of the City's top priorities to prevent and respond to homelessness, address quality of life issues, and keep Paramount a beautiful place to live, work, and play; and

WHEREAS, upon creating the Community Preservation division, the City desires to establish the position of Community Preservation Manager to oversee the division; and

WHEREAS, changes to full-time position classifications require the adoption of a Resolution by the City Council approving the modification of the Authorized Position Listing for Full-Time Employees.

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

SECTION 1. The above recitations are true and correct.

SECTION 2. The City Council approves the updated Authorized Position Listing for Full-Time Positions attached hereto as Exhibit "A" and incorporated herein by reference as if fully set forth.

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 6th Day of September 2022.

Vilma Cuellar Stallings, Mayor

ATTEST:

Heidi Luce, City Clerk

EXHIBIT A

**AUTHORIZED POSITION LISTING
FOR FULL-TIME POSITIONS
(Effective 9/6/2022)**

Positions Authorized	Job Classification Titles	Pay Range Number	FLSA Status
1	City Manager	279	Exempt
1	City Attorney	261	Exempt
1	Assistant City Manager	257	Exempt
1	Community Services Director	255	Exempt
1	Finance Director	255	Exempt
1	Planning Director	255	Exempt
1	Public Safety Director	255	Exempt
1	Public Works Director	255	Exempt
1	City Clerk	252	Exempt
1	Assistant Community Services Director	250	Exempt
1	Assistant Finance Director	250	Exempt
1	Assistant Planning Director	250	Exempt
1	Assistant Public Safety Director	250	Exempt
1	Assistant Public Works Director	250	Exempt
1	Building and Safety Manager	204	Exempt
1	Human Resources Manager	202	Exempt
1	Public Works Operations Manager	196	Exempt
1	Public Information Officer	194	Exempt
1	Water Superintendent	192	Exempt
0	Information Technology (IT) Manager	190	Exempt
2	Senior Accountant	188	Exempt
2	Project/Program Manager	186	Exempt
1	Senior Services Program Supervisor	183	Exempt
2	Building and Safety Inspector	182	Non-Exempt
1	Management Analyst II	178	Exempt
1	Water Supervisor	178	Non-Exempt
2	Maintenance Supervisor	173	Exempt
1	Associate Planner	170	Exempt
3	Community Services Supervisor	170	Exempt
1	Finance Supervisor	170	Exempt
5	Management Analyst	170	Exempt
1	Senior Code Enforcement Officer	165	Exempt
1	Community Service Officer Supervisor	163	Non-Exempt
1	Executive Assistant	163	Non-Exempt
3	Code Enforcement Officer	157	Non-Exempt
1	Community Services Specialist	151	Non-Exempt
3	Senior Water Operator	151	Non-Exempt
2	Finance Technician	148	Non-Exempt
1	Payroll Technician	148	Non-Exempt
6	Administrative Assistant	148	Non-Exempt
6	Senior Maintenance Worker	148	Non-Exempt
1	Warehouse Attendant	148	Non-Exempt
7	Community Service Officer	142	Non-Exempt
1	Parking Control Officer	140	Non-Exempt
3	Office Assistant II	137	Non-Exempt
8	Maintenance Worker	137	Non-Exempt
4	Water Operator	137	Non-Exempt
89			

SEPTEMBER 6, 2022

ORDINANCE NO. 1164

“AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF PARAMOUNT
ADDING CHAPTER 15.06 (ELECTRIC VEHICLE CHARGING STATION
REQUIREMENTS AND REVIEW PROCESS) TO TITLE 15 (BUILDING AND
CONSTRUCTION) OF THE PARAMOUNT MUNICIPAL CODE”

MOTION IN ORDER:

READ BY TITLE ONLY, WAVE FURTHER READING, INTRODUCE
ORDINANCE NO. 1164, AND PLACE IT ON THE NEXT REGULAR AGENDA
FOR ADOPTION

MOTION:

MOVED BY: _____

SECONDED BY: _____

[] APPROVED

[] DENIED

ROLL CALL VOTE:

AYES: _____

NOES: _____

ABSENT: _____

ABSTAIN: _____



To: Honorable City Council

From: John Moreno, City Manager

By: John Carver, Planning Director
John King, AICP, Assistant Planning Director
Johnnie Rightmer, Building and Safety Manager

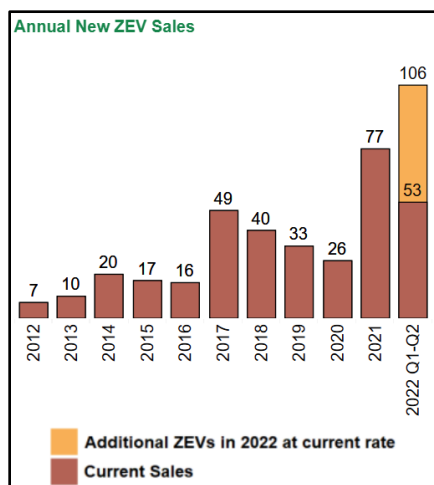
Date: September 6, 2022

**Subject: ORDINANCE NO. 1164
ELECTRIC VEHICLE CHARGING STATION REQUIREMENTS AND
REVIEW PROCESS**

BACKGROUND

This item is a request for the City Council to approve the adoption of Ordinance No. 1164 to add Chapter 15.06 (Electric Vehicle Charging Station Requirements and Review Process) to Title 15 (Buildings and Construction) of the Paramount Municipal Code.

An electric vehicle charging station is any level of electric vehicle supply equipment station which delivers electricity from a source outside an electric vehicle into a plug-in electric vehicle. Paramount residents, businesses, and organizations are generally purchasing and registering more zero emission vehicles (ZEVs). According to data from the Department of Motor Vehicles (DMV), there are presently 346 light-duty electric vehicles and 37,345 non-ZEVs registered to Paramount addresses. While still a small portion of the overall number of new vehicles, the numbers of electric vehicles demonstrate a growing community interest in replacing traditional internal combustion engine vehicles with electric vehicles. The graph below shows the upward trend of ZEV sales with Paramount as the registered city.



The State of California adopted Assembly Bill (AB) 1236 in 2015 and AB 970 in 2021. These bills require local agencies to adopt an ordinance that creates an expedited and streamlined permitting process for electric vehicle charging systems, including a checklist of requirements with which a permit application for an electric vehicle charging station will be eligible for expedited review must be created and made available.

Creation of an expedited permitting process would facilitate convenient charging of electric vehicles, thereby supporting the City's sustainability goals. Doing so would help reduce reliance on environmentally damaging fossil fuels and support the growing demand for additional charging stations.

The City continually works to implement climate adaptation strategies outlined in the Climate Action Plan, which the City Council adopted in July 2021. The adoption of the Electric Vehicle Charging Station Requirements and Review Process aligns with Measure TR1 (Support Fuel-Efficient and Alternative-Fuel Vehicles) of the Plan. Strategy TR1b states, "Adopt an electric vehicle charging station ordinance that establishes minimum electric vehicles charging standards and streamlines the permitting process for all new residential and commercial developments."

DISCUSSION

While the City has installed publicly accessible electric vehicle charging stations at the Clearwater Building/Civic Center and the Sheriff's Station and is in the process of installing additional charging infrastructure, the proposed ordinance will encourage the installation of charging stations on private property.

Proposed Ordinance

An electric vehicle streamlining ordinance must be adopted by January 1, 2023. The proposed ordinance includes a number of provisions to comply with AB 1236 and AB 970.

- **Checklist.** The proposed ordinance includes a section that requires the Building Official to create and implement a permitting checklist of requirements under which a permit application for an electric vehicle charging station will be eligible for expedited review. This checklist has been developed and included as Attachment A. The checklist contains objective requirements for the installation of an electric vehicle charging station and a process for electronic submittal of permit applications. The content of the checklist requires the permit applicant to check the features of the existing electrical service such as rating in amperes, system voltage, and location of the electric vehicle supply equipment.
- **Parking requirements.** A key section of the draft ordinance is regarding possible changes to parking spaces to accommodate a charging station. If an electric vehicle charging station and any associated equipment interfere with, reduce, eliminate, or in any way impact the required parking spaces for existing uses, State law requires cities to reduce the number of required parking spaces for the existing uses by the amount

necessary to accommodate the electric vehicle charging station and any associated equipment. While there may be a nominal loss of parking spaces, there can be no net loss of landscaped areas.

- Electronic submittals. Regarding electronic submittals, the ordinance notes that the City will accept electronic submittals of permit applications, including submittals by email and the City webpage. The Building and Safety Division will also accept electronic signatures on all forms, applications, and other documentation in lieu of a wet signature by any applicant.
- Timeframe – 1 to 25 charging stations. The proposed ordinance also includes approval timeframes as mandated by the State. For projects with 1 to 25 stations at a single site, an electric vehicle charging station application will be deemed complete if after 5 business days the City has not either (1) found the application to be complete or (2) issued a written deficiency notice (a) detailing all changes needed to make the application consistent with the permitting checklist or (b) identifying specific information necessary for the Building and Safety Division to conduct a limited review of whether the project meets all health and safety requirements.
- Timeframe – 26 or more charging stations. When there are 26 or more stations proposed for a single site, the process described above is the same for applications except: an electric vehicle charging station application will be deemed complete after 10 business days and will be deemed approved 40 business days after deemed complete.

Environmental Assessment

The project is exempt from the California Environmental Quality Act (CEQA) pursuant to CEQA Guidelines Section 15061(b)(3) – the general rule that CEQA applies only to projects which have the potential for causing a significant effect on the environment and CEQA does not apply where it can be seen with certainty that there is no possibility that the activity may have a significant effect on the environment.

FISCAL IMPACT

None.

VISION, MISSION, VALUES, AND STRATEGIC OUTCOMES

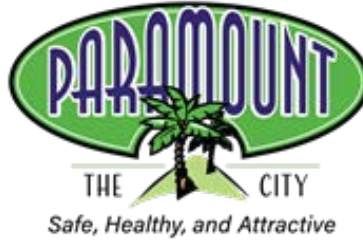
The City's Vision, Mission, and Values set the standard for the organization; establish priorities, uniformity, and guidelines; and provide the framework for policy decisionmaking. The Strategic Outcomes were implemented to provide a pathway to achieving the Vision of a city that is safe, healthy, and attractive. This item aligns with Strategic Outcomes No. 1: Safe Community; No. 3: Economic Health; and No. 4: Environmental Health.

RECOMMENDED ACTION

It is recommended that the City Council read by title only, waive further reading, introduce Ordinance No. 1164, and place it on the next regular agenda for adoption.

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ATTACHMENT A



Permitting, Installation, and Inspection of Residential EV Chargers

July 2022

Electric Vehicle (EV) chargers types.

Be aware that there are different types of electric vehicle (EV) chargers. There are 2 basic types of EV chargers for home use (Level 1 and Level 2). Level 1 Chargers are smaller units that plug directly into a standard 120 volt receptacle outlet. These types of chargers typically require a longer period of time to recharge the vehicle. As long as the receptacle outlet being used to plug in the Level 1 Charger is existing, there is no requirement to secure a permit from the Building and Safety Division. On the other hand, if you will be installing a new 120 volt receptacle outlet for the charger, you will need to obtain a permit – but you will not need to provide any plans or electrical load calculations as would be required for the more powerful Level 2 type charging systems.

A Level 2 EV charging system requires a 240 volt electrical circuit and charges the vehicle battery much faster than a Level 1 charger. Level 2 charger installations typically require an electrical permit and inspections of the installation. In order to obtain the permit you will need to provide some basic information to show that your existing electrical service can handle the added load.

What information do I need to provide in order to obtain the permit? These Residential EV Charger Permit Guidelines have been developed to streamline the permit, installation, and inspection process. In most cases, you or your contractor merely need to fill in the blanks on this document, attach the manufacturer's installation instructions and charger specifications, and submit them to the Building and Safety Division for an over-the-counter review and permit issuance. If all of the information is provided and the proposal complies with the applicable codes, the review and approval process can usually be performed over-the-counter or within a day or two depending upon workloads and staffing levels at the time of submittal. Once the permit is issued, the installation may begin. When the installation is complete, an inspection of the work must be scheduled with the Building Inspector. Inspections are typically performed on the work day following your request for inspection. Keep in mind that someone will need to be present during the inspection so that the Building Inspector can access the location of the electrical meter and EV charger (typically in the garage).

Installing a Level 2 EV Charging system often requires changes to building's electrical wiring. Before installing the EV charging equipment and the associated wiring, talk to your EV manufacturer about the electrical requirements for the charger unit to be installed at your home.

When installing your EV charger, be sure to use a licensed electrical contractor whose State contractor's license and insurance are current. The contractor should follow the installation instructions of the EV charger manufacturer and the requirements of California Electrical Code.

Why is the Electric Utility concerned about your EV charger installation?

Though an individual Level 2 EV charger may have a negligible impact on the utility electric system, the combined effect of several chargers in the same neighborhood could result in overloads on utility secondary wires and transformers. It is important that the Electrical Utility provider be notified of any Level 2 charger installations to ensure that utility electrical system components are adequately sized to maintain high levels of service reliability.

LEVEL 2 ELECTRIC VEHICLE CHARGER - SERVICE LOAD CALCULATION

INSTRUCTIONS: Review the list of electrical loads in the table below and check (✓) all that exist in your home (don't forget to include the proposed Level 2 EV Charger). For each item checked (✓), fill-in the corresponding "Watts used" (refer to the "Typical usage" column for wattage information). Add up all of the numbers that are written in the "Watts Used" column and write that number in the "TOTAL WATTS USED" box at the bottom of the table, then go to the next page to determine if your existing electric service will accommodate the new loads.

(Loads shown are rough estimates; actual loads may vary – for a more precise analysis, use the nameplate ratings for appliances and other loads and consult with a trained electrical professional.)

✓ Check All Applicable Loads	Description of Load	Typical usage	Watts used
GENERAL LIGHTING AND RECEPTACLE OUTLET CIRCUITS			
✓	Multiply the Square Footage of House X 3	3 watts/sq. ft.	
KITCHEN CIRCUITS			
✓	Kitchen Circuits	3,000 watts	3,000
	Electric Oven	2,000 watts	
	Electric Stove Top	5,000 watts	
	Microwave	1,500 watts	
	Garbage Disposal under Kitchen Sink	1,000 watts	
	Automatic Dish Washer	3,500 watts	
	Garbage Compactor	1,000 watts	
	Instantaneous Hot Water at Sink	1,500 watts	
LAUNDRY CIRCUIT			
✓	Laundry Circuit	1,500 watts	1,500
	Electric Clothes Dryer	4,500 watts	
HEATING AND AIR CONDITIONING CIRCUITS			
	Central Heating (gas) and Air Conditioning	6,000 watts	
	Window Mounted AC	1,000 watts	
	Whole-house or Attic Fan	500 watts	
	Central Electric Furnace	8,000 watts	
	Evaporative Cooler	500 watts	
OTHER ELECTRICAL LOADS			
	Electric Water Heater (Storage type)	4,000 watts	
	Electric Tankless Water Heater	15,000 watts	
	Swimming Pool or Spa	3,500 watts	
	Other: (describe)	watts	
	Other:	watts	
	Other:	watts	
ELECTRIC VEHICLE CHARGER CIRCUIT			
	Level 2 Electric Vehicle Charger Wattage Rating*		
(Add-up all of the watts for the loads you have checked ✓) TOTAL WATTS USED ①			

*Use name plate rating in watts or calculate as: (Ampere rating of circuit X 240 volts = Watts)

INSTRUCTIONS: Using the “**TOTAL WATTS USED**” number from the previous page, check (✓) the appropriate line in column 1 and follow that line across to determine the minimum required size of the electrical service panel shown in column 3. In column 4, write in the size of your existing service panel (main breaker size). If your Existing service panel (column 4) is smaller than the minimum required size of the existing service (column 3), then you will need to install a new upgraded electrical service panel to handle the added electrical load from the proposed Level 2 EV Charger.

Table based on CEC 220.83(A), 230.42, and Annex D.

1	2	3	4
✓ Check the appropriate line	Total Watts Used (from previous page)	Minimum <u>Required</u> Size of Existing 240 Volt Electrical Service Panel (Main Service Breaker Size)	Identify the Size of Your <u>Existing</u> Main Service Breaker (Amps)**
	up to 48,000	100 amps	
	48,001 to 63,000	125 amps	
	63,001 to 78,000	150 amps	
	78,001 to 108,000	200 amps	
	108,001 to 123,000	225 amps	

**Please note that the size of your Existing service (column 4) MUST be equal to or larger than the Minimum Required Size (column 3) or a new larger electrical service panel will need to be installed in order to satisfy the electrical load demand of the EV charger.

STATEMENT OF COMPLIANCE

[This Section must be completed by the property owner.]

By my signature, I attest that the information provided is true and accurate.

Property Owner(s): _____
Job Address

Signature(s): _____
Signature of Applicant(s)/Property Owner(s) Date

In addition to this document, you will also need to provide a copy of the manufacturer’s installation literature and specifications for the Level 2 charger you are installing.

Note: This is a voluntary compliance alternative, and you may wish to hire a qualified individual or company to perform a thorough evaluation of your electrical service capacity in lieu of this alternative methodology. Use of this electrical load calculation estimate methodology is at the user’s risk and carries no implied guarantee of accuracy. Users of this methodology and these forms are advised to seek professional assistance in determining the electrical capacity of a service panel.

OTHER HELPFUL INFORMATION FOR EV CHARGER INSTALLATIONS:

The Table below illustrates the type and size of wire and conduit to be used for various Electric Vehicle Charger circuits.

Size of EV Charger Circuit Breaker	Required minimum size of Conductors (THHN wire)	Conduit Type and Size***		
		Electrical Metallic Tubing (EMT)	Rigid Nonmetallic Conduit – Schedule 40 (RNC)	Flexible Metal Conduit (FMC)
20 amp	#12	1/2"	1/2"	1/2"
30 amp	#12	1/2"	1/2"	1/2"
40 amp	#10	1/2"	1/2"	1/2"
50 amp	#8	3/4"	3/4"	3/4"
60 amp	#6	3/4"	3/4"	3/4"
70 amp	#6	3/4"	3/4"	3/4"

*****Based on 4 wires in the conduit (2-current carrying conductors, 1-grounded conductor, 1-equipment ground).**

As an alternate, Nonmetallic Sheathed Cable (aka: Romex Cable or NMC) may be used if it is protected from physical damage by placing the cable inside a wall cavity or attic space which is separated from the occupied space by drywall or plywood.

The Table below illustrates the required supports for various types of electrical conduit or cable.

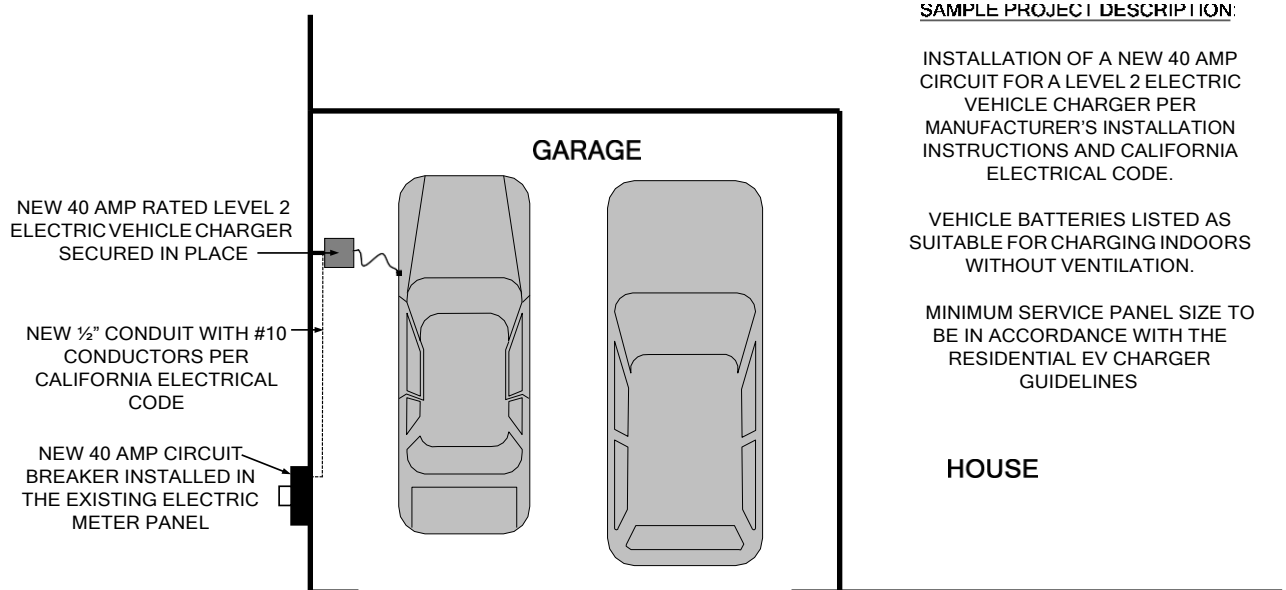
Conduit Support	Electrical Metallic Tubing (EMT)	Rigid Nonmetallic Conduit – Schedule 40 (RNC)	Flexible Metal Conduit (FMC)	Nonmetallic Sheathed Cable (NMC)
Conduit Support Intervals	10'	3'	4-1/2'	4-1/2'
Maximum Distance from Box to Conduit Support	3'	3'	1'	1'

In addition to the above noted requirements, the California Electrical Code contains many other provisions that may be applicable to the installation of a new electrical circuit. Installers are cautioned to be aware of all applicable requirements before beginning the installation. For additional information or guidance, consult with the Building and Safety Division staff or a qualified and experienced Electrical Contractor.

GENERAL INSTALLATION GUIDELINES FOR LEVEL 2 RESIDENTIAL EV CHARGERS

1. **GENERAL REQUIREMENTS** - All Electrical Vehicle Charging Systems shall comply with the applicable sections of the California Electrical Code, including Article 625.
2. **EQUIPMENT HEIGHT** - The coupling means of the Electric Vehicle Supply Equipment shall be stored at a height of 18 to 48 inches above the finished floor. (CEC Art 625.29(B)).
3. **LISTED EQUIPMENT** - All Electric Vehicle Supply Equipment shall be listed by a nationally recognized testing laboratory.
4. **FASTENED IN PLACE** - Level 2 Electric Vehicle Supply Equipment must be permanently connected and fastened in place in accordance with the manufacturer's installation instructions (CEC Art. 625.17).
5. **PROTECTION FROM PHYSICAL DAMAGE** - Electrical Vehicle Supply Equipment shall be protected against vehicle impact damage when located in the path of a vehicle. In order to avoid the installation of a substantial pipe bollard as an equipment guard, locate the Electrical Vehicle Supply Equipment on a garage side wall, out of vehicular path. (see sample drawing below) (CEC Art. 110.27(B))
6. **IF MORE THAN 60 AMPS-** When EV charging equipment is rated at more than 60 amps, the disconnect means shall be provided and installed in a readily accessible location and shall be capable of being locked on the open position. (CEC Art. 625.43)

SAMPLE ELECTRICAL PLAN FOR LEVEL 2 ELECTRIC VEHICLE CHARGER CIRCUIT INSTALLATION





July 2022

Eligibility Checklist for Expedited Electric Vehicle Charging Station Permit: Multi-Family Dwellings

Type of Charging Station(s)	Power Levels (proposed circuit rating)	Check one
Level 1	110/120 volt alternating current (VAC) at 15 or 20 Amps	<input type="checkbox"/>
Level 2 - 3.3 kilowatt (kW) (low)	208/240 VAC at 20 or 30 Amps	<input type="checkbox"/>
Level 2 - 6.6kW (medium)	208/240 VAC at 40 Amps	<input type="checkbox"/>
Level 2 - 9.6kW (high)	208/240 VAC at 50 Amps	<input type="checkbox"/>
Level 2 - 19.2kW (highest)	208/240 VAC at 100 Amps	<input type="checkbox"/>
Other (provide detail): _____	Provide rating: _____	<input type="checkbox"/>

Permit Application Requirements:

A. Does the application include EVCS manufacturer's specs and installation guidelines?	<input type="checkbox"/> Y	<input type="checkbox"/> N
--	----------------------------	----------------------------

Electrical Load Calculation Worksheet:

A. Is an electrical load calculation worksheet included? (CEC 220)	<input type="checkbox"/> Y	<input type="checkbox"/> N
B. Based on the load calculation worksheet, is a new electrical service panel upgrade required?	<input type="checkbox"/> Y	<input type="checkbox"/> N
1) If yes, do plans include the electrical service panel upgrade?	<input type="checkbox"/> Y	<input type="checkbox"/> N
C. Is the charging circuit appropriately sized for a continuous load of 125%?	<input type="checkbox"/> Y	<input type="checkbox"/> N
D. If charging equipment proposed is a Level 2 - 9.6 kW station with a circuit rating of 50 Amps or higher, is a completed circuit card with electrical calculations included with the single line diagram?	<input type="checkbox"/> Y	<input type="checkbox"/> N

Site Plan and Single Line Drawing:

A. Is a site plan and separate electrical plan with a single-line diagram included with the permit application?	<input type="checkbox"/> Y	<input type="checkbox"/> N
1) If mechanical ventilation requirements are triggered for indoor venting requirements (CEC 625.52 (D)), is a mechanical plan included with the permit application?	<input type="checkbox"/> Y	<input type="checkbox"/> N
B. Is the site plan fully dimensioned and drawn to scale?	<input type="checkbox"/> Y	<input type="checkbox"/> N
1) Showing location, size, and use of all structures	<input type="checkbox"/> Y	<input type="checkbox"/> N
2) Showing location of electrical panel to charging system	<input type="checkbox"/> Y	<input type="checkbox"/> N
3) Showing type of charging system and mounting	<input type="checkbox"/> Y	<input type="checkbox"/> N

Compliance with the 2019 California Electrical Code:

A. Does the plan include EVCS manufacturer's specs and installation guidelines?	<input type="checkbox"/> Y	<input type="checkbox"/> N
B. Does the electrical plan identify the amperage and location of existing electrical service panel?	<input type="checkbox"/> Y	<input type="checkbox"/> N
1) If yes, does the existing panel schedule show room for additional breakers?	<input type="checkbox"/> Y	<input type="checkbox"/> N
C. Is the charging unit rated more than 60 amps or more than 150V to ground?	<input type="checkbox"/> Y	<input type="checkbox"/> N
1) If yes, are disconnecting means provided in a readily accessible location in line of site and within 50' of EVCS. (CEC 625.43)	<input type="checkbox"/> Y	<input type="checkbox"/> N
D. Does the charging equipment have a Nationally Recognized Testing Laboratory (NRTL) approved listing mark? (UL 2202/UL 2200)	<input type="checkbox"/> Y	<input type="checkbox"/> N
E. If trenching is required, is the trenching detail called out?	<input type="checkbox"/> Y	<input type="checkbox"/> N
1) Is the trenching in compliance with electrical feeder requirements from structure to structure? (CEC 230.3)	<input type="checkbox"/> Y	<input type="checkbox"/> N
2) Is the trenching in compliance with minimum cover requirements for wiring methods or circuits? (18" for direct burial per CEC 300.5)	<input type="checkbox"/> Y	<input type="checkbox"/> N

Compliance with 2019 California Green Building Standards Code:

A. Do the CAL Green EV Readiness installation requirements apply to this project?	<input type="checkbox"/> Y	<input type="checkbox"/> N
1) Do the plans demonstrate conformance with mandatory measures for 10% of total parking spaces, for new multifamily dwellings provided for all types of parking facilities, to be electric vehicle charging spaces (EV spaces) capable of supporting future EVSE? (4.106.4.2)	<input type="checkbox"/> Y	<input type="checkbox"/> N
2) Do the construction documents indicate the location of the proposed EV spaces where at least one is located in common use areas and available to all residents for use? (4.106.4.2.1) Calculations for the required number of EV spaces shall be rounded up to the nearest whole number.	<input type="checkbox"/> Y	<input type="checkbox"/> N
3) When EV chargers are installed, EV spaces required by Section 4.106.4.2.2, item 3 shall comply with at least one of the following options: a. The EV space shall be located adjacent to an accessible parking space that complies with CBC Chapter 11-A, to allow use of the EV charger from the accessible parking space. b. The EV space shall be located on an accessible route, as defined by CBC Chapter 2, to the building. c. EV charging space(s) comply with Section 4.106.4.2.2, items 1, 2 and 3.	<input type="checkbox"/> Y	<input type="checkbox"/> N

Notes: This criteria is intended for an expedited EVCS permitting process. If any items are checked NO, please revise plans to fit within the eligibility checklist; otherwise the permit application may go through the standard plan review and approval process. Plan review commences the day after submittal with up to 3 business days for qualifying expedited projects and up to 10 business days for all other EVCS projects.

Electrical plans shall be completed, stamped and signed by a California Licensed Electrical Engineer or a C-10 electrical contractor.

Project Address: _____

Applicant Signature: _____

Applicant's Printed Name: _____

Contractor's License Number and type: _____ - _____



July 2022

Eligibility Checklist for Expedited Electric Vehicle Charging Station Permit: Non-Residential Buildings and Facilities

Type of Charging Station(s)	Power Levels (proposed circuit rating)	Check one
Level 1	110/120 volt alternating current (VAC) at 15 or 20 Amps	<input type="checkbox"/>
Level 2 - 3.3 kilowatt (kW) (low)	208/240 VAC at 20 or 30 Amps	<input type="checkbox"/>
Level 2 - 6.6kW (medium)	208/240 VAC at 40 Amps	<input type="checkbox"/>
Level 2 - 9.6kW (high)	208/240 VAC at 50 Amps	<input type="checkbox"/>
Level 2 - 19.2kW (highest)	208/240 VAC at 100 Amps	<input type="checkbox"/>
Other (provide detail): _____	Provide rating: _____	<input type="checkbox"/>

Permit Application Requirements:

A. Does the application include EVCS manufacturer's specs and installation guidelines?	<input type="checkbox"/> Y	<input type="checkbox"/> N
--	----------------------------	----------------------------

Electrical Load Calculation Worksheet:

A. Is an electrical load calculation worksheet included? (CEC 220)	<input type="checkbox"/> Y	<input type="checkbox"/> N
B. Based on the load calculation worksheet, is a new electrical service panel upgrade required?	<input type="checkbox"/> Y	<input type="checkbox"/> N
1) If yes, do plans include the electrical service panel upgrade?	<input type="checkbox"/> Y	<input type="checkbox"/> N
C. Is the charging circuit appropriately sized for a continuous load of 125%?	<input type="checkbox"/> Y	<input type="checkbox"/> N
D. If charging equipment proposed is a Level 2 - 9.6 kW station with a circuit rating of 50 Amps or higher, is a completed circuit card with electrical calculations included with the single line diagram?	<input type="checkbox"/> Y	<input type="checkbox"/> N

Site Plan and Single Line Drawing:

A. Is a site plan and separate electrical plan with a single-line diagram included with the permit application?	<input type="checkbox"/> Y	<input type="checkbox"/> N
1) If mechanical ventilation requirements are triggered for indoor venting requirements (CEC 625.52 (D)), is a mechanical plan included with the permit application?	<input type="checkbox"/> Y	<input type="checkbox"/> N
B. Is the site plan fully dimensioned and drawn to scale?	<input type="checkbox"/> Y	<input type="checkbox"/> N
1) Showing location, size, and use of all structures	<input type="checkbox"/> Y	<input type="checkbox"/> N
2) Showing location of electrical panel to charging system	<input type="checkbox"/> Y	<input type="checkbox"/> N
3) Showing type of charging system and mounting	<input type="checkbox"/> Y	<input type="checkbox"/> N

Compliance with the 2019 California Electrical Code:

A. Does the plan include EVCS manufacturer's specs and installation guidelines?	<input type="checkbox"/> Y	<input type="checkbox"/> N
B. Does the electrical plan identify the amperage and location of existing electrical service panel?	<input type="checkbox"/> Y	<input type="checkbox"/> N
1) If yes, does the existing panel schedule show room for additional breakers?	<input type="checkbox"/> Y	<input type="checkbox"/> N
C. Is the charging unit rated more than 60 amps or more than 150V to ground?	<input type="checkbox"/> Y	<input type="checkbox"/> N
1) If yes, are disconnecting means provided in a readily accessible location in line of site and within 50' of EVCS? (CEC 625.43)	<input type="checkbox"/> Y	<input type="checkbox"/> N
D. Does the charging equipment have a Nationally Recognized Testing Laboratory (NRTL) approved listing mark? (UL 2202/UL 2200)	<input type="checkbox"/> Y	<input type="checkbox"/> N
E. If trenching is required, is the trenching detail called out?	<input type="checkbox"/> Y	<input type="checkbox"/> N
1) Is the trenching in compliance with electrical feeder requirements from structure to structure? (CEC 230.3)	<input type="checkbox"/> Y	<input type="checkbox"/> N
2) Is the trenching in compliance with minimum cover requirements for wiring methods or circuits? (18" for direct burial per CEC 300.5)	<input type="checkbox"/> Y	<input type="checkbox"/> N

Compliance with the 2019 California Green Building Standards Code (CGBSC):

A. Do the CAL Green EV Readiness installation requirements apply to this project?	<input type="checkbox"/> Y	<input type="checkbox"/> N
1) Do the plans demonstrate conformance with CGBSC Table 5.106.5.3.3 for the minimum required number of charging spaces?	<input type="checkbox"/> Y	<input type="checkbox"/> N
2) Do the construction plans comply with the design requirements set forth in CGBSC 5.106.5.3.1 for single charging spaces or CGBSC 5.106.5.3.2 for multiple charging spaces?	<input type="checkbox"/> Y	<input type="checkbox"/> N

Compliance with 2019 California Building Code, Chapter 11-B for Accessibility Features:

B. Do the plans clearly depict all required accessible EVCS features for the disabled?	<input type="checkbox"/> Y	<input type="checkbox"/> N
1) Do the plans identify the correct number and type of accessible EVCS stalls required in accordance with Table 11B-228.3.2.1 ?	<input type="checkbox"/> Y	<input type="checkbox"/> N
2) Do the plans detail compliance with the accessible EVCS features required by 11B-812 and Figure 11B-812.9 ?	<input type="checkbox"/> Y	<input type="checkbox"/> N

Notes: This criteria is intended for an expedited EVCS permitting process. If any items are checked NO, please revise plans to fit within the eligibility checklist; otherwise the permit application may go through the standard plan review and approval process. Plan review commences the day after submittal with up to 3 business days for qualifying expedited projects and up to 10 business days for all other EVCS projects.

Electrical plans shall be completed, stamped and signed by a California Licensed Electrical Engineer or a C-10 electrical contractor.

Project Address: _____

Applicant Signature: _____

Applicants Printed Name: _____

Contractor's License Number and type: _____ - _____

CITY OF PARAMOUNT
LOS ANGELES COUNTY, CALIFORNIA

ORDINANCE NO. 1164

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF
PARAMOUNT ADDING CHAPTER 15.06 (ELECTRIC VEHICLE
CHARGING STATION REQUIREMENTS AND REVIEW PROCESS) TO
TITLE 15 (BUILDINGS AND CONSTRUCTION) OF THE PARAMOUNT
MUNICIPAL CODE

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

SECTION 1. Purpose and Findings. The City Council finds and declares as follows:

- A. The State of California and the City of Paramount ("City") have consistently promoted and encouraged the use of fuel-efficient electric vehicles; and
- B. In 2021, the City adopted the Paramount Climate Action Plan, which includes Measure TR1 (Support Fuel-Efficient and Alternative-Fuel Vehicles), which includes Strategy TR1b with an action stating "Adopt an electric vehicle charging station ordinance that establishes minimum EV charging standards and streamlines the permitting process for all new residential and commercial developments"; and
- A. The State of California adopted Assembly Bill 1236 in 2015 and AB 970 in 2021, which require local agencies to adopt an ordinance that creates an expedited and streamlined permitting process for electric vehicle charging systems; and
- B. Creation of an expedited, streamlined permitting process for electric vehicle charging stations within the City would facilitate convenient charging of electric vehicles and help reduce the City's reliance on environmentally damaging fossil fuels; and
- C. The City Council introduced this Ordinance at its September 6, 2022 Council meeting, at which time it considered all evidence presented, both written and oral; and

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

SECTION 3. Chapter 15.06 is added to the Paramount Municipal Code to read as follows:

Chapter 15.06

ELECTRIC VEHICLE CHARGING STATION REQUIREMENTS AND REVIEW PROCESS

15.06.010 Definitions

For purposes of this Chapter, the following terms shall be construed as defined in this section:

Electric vehicle charging station or charging station. Any level of electric vehicle supply equipment station that is designed and built in compliance with Article 625 of the California Electrical Code, as it reads on the effective date of this Chapter, and delivers electricity from a source outside an electric vehicle into a plug-in electric vehicle.

Electronic submittal. The utilization of one or more of the following.

1. Electronic mail or email.
2. The internet.
3. Facsimile.

Specific adverse impact. A significant, quantifiable, direct, and unavoidable impact, based on objective, identified, and written public health or safety standards, policies, or conditions as they existed on the date the application was deemed complete.

15.06.020 Purpose

The purpose of this Chapter is to promote and encourage the use of electric vehicles by creating an expedited, streamlined permitting process for electric vehicle charging stations while promoting public health and safety and preventing specific adverse impacts in the installation and use of such charging stations.

15.06.030 Expedited review process.

In compliance with Government Code Section 65850.7, the Building Official shall implement an expedited, streamlined permitting process for electric vehicle charging stations, and adopt a checklist of all requirements with which electric vehicle charging stations shall comply with in order to be eligible for expedited review. The expedited, streamlined permitting process and checklist may refer to the recommendations contained in the most current version of the "Plug-In Electric Vehicle Infrastructure Permitting Checklist" of the "Zero-Emission Vehicles in California: Community Readiness Guidebook" as published by the Governor's

Office of Planning and Research. All documents required for submission of an electric vehicle charging system application, including the City's adopted checklist, shall be made publicly available on the City's website.

15.06.040 Permit application processing.

- A. Prior to submitting an application for processing, the applicant shall verify that the installation of an electric vehicle charging station will not have a specific, adverse impact to public health and safety and building occupants. Verification by the applicant includes but is not limited to: electrical system capacity and loads; electrical system wiring, bonding and overcurrent protection; building infrastructure affected by charging station equipment and associated conduits; and areas of charging station equipment and vehicle parking.
- B. An application to install an electric vehicle charging station submitted to the Building Official shall be deemed complete if, after the applicable time period described in Section 15.06.40(B)(3) below has elapsed, and both of the following are true:
 - 1. The Building Official has not deemed the application complete, consistent with the checklist created by the City pursuant to subdivision (g) of Section 65850.7 of the California Government Code.
 - 2. The Building Official has not issued a written correction notice detailing all deficiencies in the application and identifying any additional information explicitly necessary for the Building Official to complete a review whether the electric vehicle charging station meets all health and safety requirements of local, state, and federal law, consistent with subdivisions (b) and (g) of Section 65850.7 of the California Government Code.
 - 3. The "applicable time period" described in Section 15.06.40(B) above means either five (5) business days after submission of the application to the City if the application is for at least 1, but not more than 25 electric vehicle charging stations at a single site; or ten (10) business days after submission of the application to the City if the application is for more than 25 electric vehicle charging stations at a single site.
- C. An application to install an electric vehicle charging station shall be deemed approved if the applicable time period described in Section 15.06.40(C)(3) below has elapsed and all of the following are true.

1. The Building Official has not administratively approved the application pursuant to subdivision (b) of Section 65850.7 of the California Government Code.
 2. The Building Official has not made a finding, based on substantial evidence, that the electric vehicle charging station could have a specific adverse impact upon the public health or safety or required the applicant to apply for a use permit pursuant to subdivision (b) of Section 65850.7 of the California Government Code.
 3. The Building Official has not denied the permit pursuant to subdivision (c) of Section 65850.7 of the California Government Code.
 4. An appeal has not been made to the Planning Commission pursuant to subdivision (d) of Section 65850 of the California Government Code.
 5. The “applicable time period” described in Section 15.06.50(C) above means either twenty (20) business days after the application was deemed complete, if the application is for at least 1, but not more than 25 electric vehicle charging stations at a single site; or forty (40) business days after the application was deemed complete, if the application is for more than 25 electric vehicle charging stations at a single site.
- D. Upon confirmation by the Building Official that the permit application and supporting documents meet the requirements of the City adopted checklist, and is consistent with all applicable laws and health and safety standards, the Building Official shall, consistent with California Government Code Section 65850.7, approve the application and issue all necessary permits. Such approval does not authorize an applicant to energize or utilize the electric vehicle charging station until approval is granted by the City.
- E. Electronic Submittals. In compliance with Government Code Section 65850.7, the Building Official shall allow for electronic submittal of permit applications covered by this Ordinance and associated supporting documentations. In accepting such permit applications, the Building Official shall also accept electronic signatures on all forms, applications, and other documentation in lieu of a wet signature by any applicant.

15.06.050 Technical review.

- A. It is the intent of this Ordinance to encourage the installation of electric vehicle charging stations by removing obstacles to permitting for charging stations so long as the action does not supersede the Building Official’s authority to address higher priority life-safety situations. If the Building Official makes a finding based on substantial evidence that the electric

vehicle charging station could have a specific adverse impact upon the public health or safety, as defined in this Chapter, the City may require the applicant to apply for a conditional use permit in accordance with Chapter 17.48 of the Paramount Municipal Code. The Building Official's decision to require a conditional use permit may be appealed by the applicant to the Planning Commission with a written appeal request within 10 days after the receipt of the applicant of the Building Official decision.

- B. Association Approval. In the technical review of a charging station, in compliance with California Government Code Section 65850.7, the Building Official shall not condition the approval for any electric vehicle charging station permit on the approval of such a system by an Association, as that term is defined by California Civil Code Section 4080.

15.06.060 Parking spaces.

If an electric vehicle charging station and any associated equipment interfere with, reduce, eliminate, or in any way impact the required parking spaces for existing uses, the City shall reduce the number of required parking spaces for the existing uses by the amount necessary to accommodate the electric vehicle charging station and any associated equipment. There shall be no net loss of landscaped areas.

15.06.070 Electric Vehicle Charging Station Installation Requirements.

- A. Electric vehicle charging station equipment shall meet the requirements of the California Electrical Code, the Society of Automotive Engineers, the National Electrical Manufacturers Association, and accredited testing laboratories such as Underwriters Laboratories, and rules of the Public Utilities Commission or a Municipal Electric Utility Company regarding safety and reliability.
- B. Installation of electric vehicle charging stations and associated wiring, bonding, disconnecting means and overcurrent protective devices shall meet the requirements of Article 625 and all applicable provisions of the California Electrical Code.
- C. Installation of electric vehicle charging stations shall be incorporated into the load calculations of all new or existing electrical services and shall meet the requirements of the California Electrical Code. Electric vehicle charging equipment shall be considered a continuous load.
- D. Anchorage of either floor-mounted or wall-mounted electric vehicle charging stations shall meet the requirements of the California Building Code or California Residential Code as applicable per occupancy, and the provisions of the manufacturer's installation instructions. Mounting of charging stations shall not adversely affect building elements.

SECTION 4. California Environmental Quality Act (CEQA). This ordinance is exempt from CEQA pursuant to CEQA Guidelines Section 15305, minor alterations in land use limitations in areas with an average slope of less than 20% that do not result in any changes in land use or density and Section 15061(b)(3) which is the general rule that CEQA applies only to projects which have the potential for causing a significant effect on the environment and CEQA does not apply where it can be seen with certainty that there is no possibility that the activity may have a significant effect on the environment.

SECTION 5. Severability. If any section, subsection, sentence, clause, or phrase in this ordinance or the application thereof to any person or circumstance is for any reason held invalid, the validity of the remainder of the ordinance or the application of such provision to other persons or circumstances shall remain in full force and affect and shall not be affected thereby. The City Council hereby declares it would have passed this ordinance and each section, subsection, sentence, clause or phrase thereof, irrespective of the fact that one or more sections, subsections, sentences, clauses, or phrases or the application thereof to any person or circumstance be held invalid.

SECTION 6. Effective Date. This Ordinance shall take effect 30 days after its adoption, shall be certified as to its adoption by the City Clerk, and shall be published as required by law together with the names and members of the City Council voting for and against the Ordinance.

SECTION 7. Certification. The City Clerk shall certify to the passage and adoption of this ordinance and shall cause the same to be published or posted according to law.

PASSED, APPROVED, and ADOPTED by the City Council of the City of Paramount this 4th day of October 2022.

Vilma Cuellar Stallings, Mayor

ATTEST

Heidi Luce, City Clerk

SEPTEMBER 6, 2022

AUTHORIZATION TO PURCHASE

ELECTRIC VEHICLE CHARGING STATIONS FOR CHARGE READY PROGRAM

MOTION IN ORDER:

IT IS RECOMMENDED THAT THE CITY COUNCIL: 1) APPROPRIATE AN ADDITIONAL \$164,594.58 FROM THE AVAILABLE BALANCE IN THE CITY'S AQMD FUND FOR THE PURCHASE OF ELECTRIC VEHICLE CHARGING STATIONS; AND 2) AUTHORIZE THE PURCHASE FROM CHARGEPOINT, CAMPELL, CALIFORNIA IN THE AMOUNT OF \$164,594.58.

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: September 6, 2022

Subject: AUTHORIZATION TO PURCHASE ELECTRIC VEHICLE CHARGING STATIONS FOR CHARGE READY PROGRAM

BACKGROUND

As the City continues to implement climate adaptation strategies outlined in the Climate Action Plan, staff is frequently looking for projects tailored to climate resiliency adaptation. As identified in the Climate Action Plan, Measure TR1: Support Fuel-Efficient and Alternative Fuel Vehicles, the strategies include increasing the number of electric vehicle (EV) charging stations within the City. The City's existing charging stations and the upcoming charging stations project will utilize ChargePoint charging products. ChargePoint has an extensive network of stations all over North America and Europe.

In July of 2021, Southern California Edison (SCE) announced a new program, Charge Ready, to create a vehicle charging infrastructure program. This program allows SCE to install EV Charging stations at public facilities. Staff applied for and received approval from SCE for the installation of 10 charging ports (5 stations) at Paramount Park and another 12 (6 stations) at Progress Park. Each EV charging station is equipped with 2 ports each.

At its meeting on June 21, 2022, City Council approved Resolution No. 22:039 authorizing the City Manager to execute the agreements with SCE for the Charge Ready program.

DISCUSSION

After the program participation agreements were signed and approved by SCE, the next steps require the City to procure the charging stations directly from a vendor and submit them to SCE for the processing of the applicable rebates under the program. The City currently has two charging stations operated by ChargePoint. In order to maintain consistency and match existing EV infrastructure, staff requested a quote from ChargePoint for 11 level 2 charging stations for a total of \$164,594.58. This includes the purchase of the units as well as their service maintenance for a period of 5 years.

FISCAL IMPACT

The total contract amount of \$164,594.58 will be offset by a \$2,900 per charger rebate from SCE. The remaining \$132,694.58 was not included in the FY 2022-23 budget and will need to be added during the midyear budget process, utilizing available AQMD funds.

As for ongoing electricity costs associated with the use of Charging Stations, the costs will be offset by users paying the appropriate per kilowatt hour (kWh) rate.

Pursuant to Chapter 3.12 Purchasing of Supplies and Equipment of the Paramount Municipal Code, the City Council may waive the bidding requirements when, in the opinion of the City Council, the purchase of a specific brand name, make or model is necessary to match existing City equipment or facilitate effective maintenance and support.

VISION, MISSION, VALUES, AND STRATEGIC OUTCOMES

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

RECOMMENDED ACTION

It is recommended that the City Council: 1) appropriate an additional \$164,594.58 from the available balance in the City's AQMD fund for the purchase of electric vehicle charging stations; and 2) authorize the purchase from ChargePoint, Campbell, California in the amount of \$164,594.58.

Quotation

Driving a Better Way™
chargepoint.com

Sales Representative: Tony Chang
E-Mail: tony.chang@chargepoint.com
Telephone:

Quote Number: Q-235990-1
Date: 8/24/2022
Expires On: 9/23/2022

Primary Contact: Sarah Ho

Bill To Address

City of Paramount
16400 Colorado Ave.
Paramount California 90723
United States

Ship To Address

City of Paramount
16400 Colorado Ave.
Paramount California 90723
United States

Product Name	Product Description	Qty	List Price	Disc%	Unit Price	Total Price
CT4021-GW1	Dual Output Gateway North America, Bollard Unit - 208/240V @30A with Cord Management	5	USD 9,190	20	USD 7,352	USD 36,760
CT4001-CCM	CT4000 Bollard Concrete Mounting Kit. Bolts: 5/8 - 11 x 9" F1554 Grade 55 hot-dipped galvanized threaded bolts - 3 ea. Nuts: 5/8 - Heavy Galvanized Hex Nuts (DH Rated) - 12 ea. Washers: Galvanized Washers (ASTM F436) - 9 ea. Plastic Template - 1 ea	5	USD 125	0	USD 125	USD 625

Product Name	Product Description	Qty	List Price	Disc%	Unit Price	Total Price
CPCLD-COMMERCIAL-5	Prepaid Commercial Cloud Plan subscription with station management features such as: Custom Video uploads and Automatic Software Updates, driver and fleet management features including: Access Control and Pricing & Automatic Payment Collection, as well as energy and power management features which include Power Sharing. Real-time dashboards and reports provided for applicable features. Station Activation purchase required.	10	USD 1,385	0	USD 1,385	USD 13,850
CPSUPPORT-ACTIVE	Initial Station Activation & Configuration Service includes activation of cloud services and configuration of radio groups, custom groups, connections, access control, visibility control, pricing, reports and alerts. One time initial service per station.	5	USD 349	100	USD 0	USD 0
CT4000-INSTALLVALID	Customer works with their own contractor to perform all construction up to the point where the stations can be bolted down and connected. ChargePoint will then engage an authorized ChargePoint Partner to install the station on the prepared site and perform a Site Validation. This includes validating that the electrical capacity, transformers, panels, breakers, wiring, cellular coverage and station installation all meet ChargePoint published requirements and local codes. Upon successful Site Validation, the customer will be eligible to obtain warranty coverage under a ChargePoint Maintenance plan, sold separately. Note, a failed Site Validation will incur a second validation fee to repeat the validation after the site deficiencies are corrected. Priced per CT4000 station.	5	USD 1,200	0	USD 1,200	USD 6,000



Product Name	Product Description	Qty	List Price	Disc%	Unit Price	Total Price
CT4000-ASSURE5	5 prepaid years of ChargePoint Assure for CT4000 station. Includes Parts and Labor Warranty, Remote Technical Support, On-Site Repairs when needed, Unlimited Configuration Changes, and Reporting.	5	USD 2,620	0	USD 2,620	USD 13,100

Quote Total:	USD 70,335.00
Estimated Tax:	USD 3,831.96
Shipping Fee:	USD 648.75
Grand Total:	USD 74,815.71

Quote Acceptance

- + Invoices are Net 30 from invoice date.
- + Each Assure and Cloud Services subscription that you purchase for a Charging Station will commence ninety (90) days from the date the Charging Station associated with that subscription is shipped to you and will last for the subscription length selected in the applicable order.
- + All pricing is confidential between Customer and ChargePoint.
- + All prices are FCA ChargePoint warehouse(s).
- + Customer to be invoiced at time of shipment.
- + Sales tax in applicable states and shipping costs will be applied to this quote at time of invoicing.
- + Credit Checks are required for new customers.
- + Pricing does not include installation or mounting services unless specifically quoted above.
- + Additional Purchase Terms and Conditions can be found at <http://www.chargepoint.com/termsandconditions>
- + Additional terms and conditions for ChargePoint Assure can be found at <http://www.chargepoint.com/legal/assure>
- + Purchaser confirms that the shipping and billing information provided in the Quotation is accurate for ChargePoint's shipping and invoicing purposes.

By signing this quote I hereby acknowledge that I have the authority to purchase the product detailed on this document on behalf of my organization. Furthermore, I agree to the above terms and conditions and that this signed quote shall act as a purchase order.

Signature :

Title :

Name (Print) :

Date :

Company Name :

Accounts Payable Contact Name :

Accounts Payable Contact E-Mail :

Requested Ship Date :

Quotation

Driving a Better Way™
chargepoint.com

Sales Representative: Tony Chang
E-Mail: tony.chang@chargepoint.com
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Product Name	Product Description	Qty	List Price	Disc%	Unit Price	Total Price
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CT4001-CCM	CT4000 Bollard Concrete Mounting Kit. Bolts: 5/8 - 11 x 9" F1554 Grade 55 hot-dipped galvanized threaded bolts - 3 ea. Nuts: 5/8 - Heavy Galvanized Hex Nuts (DH Rated) - 12 ea. Washers: Galvanized Washers (ASTM F436) - 9 ea. Plastic Template - 1 ea	6	USD 125	0	USD 125	USD 750

Product Name	Product Description	Qty	List Price	Disc%	Unit Price	Total Price
CPCLD-COMMERCIAL-5	Prepaid Commercial Cloud Plan subscription with station management features such as: Custom Video uploads and Automatic Software Updates, driver and fleet management features including: Access Control and Pricing & Automatic Payment Collection, as well as energy and power management features which include Power Sharing. Real-time dashboards and reports provided for applicable features. Station Activation purchase required.	12	USD 1,385	0	USD 1,385	USD 16,620
CPSUPPORT-ACTIVE	Initial Station Activation & Configuration Service includes activation of cloud services and configuration of radio groups, custom groups, connections, access control, visibility control, pricing, reports and alerts. One time initial service per station.	6	USD 349	100	USD 0	USD 0
CT4000-INSTALLVALID	Customer works with their own contractor to perform all construction up to the point where the stations can be bolted down and connected. ChargePoint will then engage an authorized ChargePoint Partner to install the station on the prepared site and perform a Site Validation. This includes validating that the electrical capacity, transformers, panels, breakers, wiring, cellular coverage and station installation all meet ChargePoint published requirements and local codes. Upon successful Site Validation, the customer will be eligible to obtain warranty coverage under a ChargePoint Maintenance plan, sold separately. Note, a failed Site Validation will incur a second validation fee to repeat the validation after the site deficiencies are corrected. Priced per CT4000 station.	6	USD 1,200	0	USD 1,200	USD 7,200



Product Name	Product Description	Qty	List Price	Disc%	Unit Price	Total Price
CT4000-ASSURE5	5 prepaid years of ChargePoint Assure for CT4000 station. Includes Parts and Labor Warranty, Remote Technical Support, On-Site Repairs when needed, Unlimited Configuration Changes, and Reporting.	6	USD 2,620	0	USD 2,620	USD 15,720

Quote Total:	USD 84,402.00
Estimated Tax:	USD 4,598.37
Shipping Fee:	USD 778.50
Grand Total:	USD 89,778.87

Quote Acceptance

- + Invoices are Net 30 from invoice date.
- + Each Assure and Cloud Services subscription that you purchase for a Charging Station will commence ninety (90) days from the date the Charging Station associated with that subscription is shipped to you and will last for the subscription length selected in the applicable order.
- + All pricing is confidential between Customer and ChargePoint.
- + All prices are FCA ChargePoint warehouse(s).
- + Customer to be invoiced at time of shipment.
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Signature :

Title :

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Date :

Company Name :

Accounts Payable Contact Name :

Accounts Payable Contact E-Mail :

Requested Ship Date :