

PUBLIC PARTICIPATION NOTICE

Public Participation Accessibility for the Paramount City Council meeting scheduled for **November 22, 2022 at 5:00 p.m.**

In-person Attendance:

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

View the City Council meeting live stream:

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

Public Comments:

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

In-Person

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

• E-mail: crequest@paramountcity.com

E-mail public comments must be received by **4:45 p.m.** on **Tuesday, November 22, 2022**. The e-mail should specify the following information: 1) Full Name; 2) City of Residence; 3) Phone Number; 4) Public Comment or Agenda Item No; 5) Subject; 6) Written Comments.

• Teleconference: (562) 220-2225

Participants wishing to address the City Council by teleconference should call City Hall at **(562) 220-2225** by **4:45 p.m.** on **Tuesday, November 22, 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 November 22, 2022



Safe, Healthy, and Attractive

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

City of Paramount

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

<u>Public Comments</u>: 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.

<u>Americans with Disabilities Act</u>: 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

ROLL CALL OF Councilmember Annette C. Delgadillo

COUNCILMEMBERS: Councilmember Peggy Lemons
Councilmember Brenda Olmos

Vice Mayor Isabel Aguayo
Mayor Vilma Cuellar Stallings

CITY COUNCIL PUBLIC COMMENT UPDATES

PUBLIC COMMENTS

CF: 10.8 (Cert. of Posting)

CONSENT CALENDAR

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

1.	ORDINANCE NO. 1166 (Adoption)	Approving Zone Change No. 241, a request by Adam Lentz/Madison Capital Group Management, LLC to change the official Zoning Map from M-2 (Heavy Manufacturing) to PD-PS (Planned Development with Performance Standards) at 15932-15942 Minnesota Avenue to allow a 104,630 square foot self-storage facility
2.	ACCEPTANCE OF WORK	Neighborhood Street Improvements on Various City Streets (City Project No. 9231)
3.	AWARD OF CONTRACT	Audio-Visual System Renovation at Paramount Community Center (City Project No. 9379) and Mariposa Community Center (City Project No. 9380)
4.	REJECTION OF BIDS	Reclaim Water Extension Lakewood Boulevard (City Project No. 9238)

NEW BUSINESS

5.	ORAL REPORT	Social Service Organization Update – Pathways Volunteer Hospice
6.	RECEIVE AND FILE	Treasurer's Report for the Quarter Ending September 30, 2022
7.	<u>APPROVAL</u>	Status of and Proposed Modifications to Pitch-In Paramount Neighborhood Clean-up Program
8.	RESOLUTION NO. 22:050	Amending the Administrative Services Agreement with Empower Retirement, LLC for 457(b) and 401(a) Deferred Compensation Plan Recordkeeping and Provider Services

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9.	<u>APPROVAL</u>	Amendment No. 1 to the Agreement with The Hyas Group for Consulting Services to Manage the City's 457(b) Deferred Compensation Plan, 401(a) Defined Contribution Plan, and Part-Time Seasonal Plans
10.	<u>APPROVAL</u>	Installation of a Disabled Parking Zone in Front of 8438 Century Boulevard
11.	<u>APPROVAL</u>	Memorandum of Understanding with Paramount Unified School District for Academic Year 2022-23 ELO-P and STAR

ENVIRONMENTAL SUSTAINABILITY NEW BUSINESS

None

COMMENTS/COMMITTEE REPORTS

- Councilmembers
- Staff

CLOSED SESSION

None

ADJOURNMENT

To a meeting on December 13, 2022 at 6:00 p.m.

ORDINANCE NO. 1166

"AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF PARAMOUNT AMENDING ORDINANCE NO. 178, THE COMPREHENSIVE ZONING ORDINANCE, APPROVING ZONE CHANGE NO. 241, A REQUEST BY ADAM LENTZ/MADISON CAPITAL GROUP MANAGEMENT, LLC TO CHANGE THE OFFICIAL ZONING MAP OF THE CITY OF PARAMOUNT FROM M-2 (HEAVY MANUFACTURING) TO PDPS (PLANNED DEVELOPMENT WITH PERFORMANCE STANDARDS) TO ALLOW A 104,630 SQUARE FOOT SELF-STORAGE FACILITY AT 15932-15942 MINNESOTA AVENUE IN THE CITY OF PARAMOUNT."

MOTION IN ORDER:

READ BY TITLE ONLY, WAIVE FURTHER READING, AND ADOPT ORDINANCE NO. 1166.

MOTION:	ROLL CALL VOTE:
MOVED BY:	AYES:
SECONDED BY:	NOES:
[] APPROVED	ABSENT:
[] DENIED	ABSTAIN:



To: Honorable City Council

From: John Moreno, City Manager

By: Heidi Luce, City Clerk

Date: November 22, 2022

Subject: ORDINANCE NO. 1166

The City Council, at its regularly scheduled meeting on November 8, 2022, introduced Ordinance No. 1166 and placed it on the November 22, 2022 agenda for adoption.

ORDINANCE NO. 1166

"AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF PARAMOUNT AMENDING **ORDINANCE** NO. 178. THE COMPREHENSIVE ZONING ORDINANCE, APPROVING ZONE CHANGE NO. 241. A REQUEST BY ADAM LENTZ/MADISON CAPITAL GROUP MANAGEMENT, LLC TO CHANGE THE OFFICIAL ZONING MAP OF THE CITY OF PARAMOUNT FROM M-2 (HEAVY MANUFACTURING) TO **PDPS** (PLANNED **DEVELOPMENT** WITH PERFORMANCE STANDARDS) TO ALLOW A 104,630 SQUARE FOOT SELF-STORAGE FACILITY AT 15932-15942 MINNESOTA AVENUE IN THE CITY OF PARAMOUNT."

Attached is the agenda report from the November 8, 2022 meeting.

RECOMMENDED ACTION

It is recommended that the City Council read by title only, waive further reading, and adopt Ordinance No. 1166.



To: Honorable City Council

From: John Moreno, City Manager

By: John Carver, Planning Director

John King, Assistant Planning Director,

AICP

Date: November 8, 2022

Subject: ORDINANCE NO. 1166/ZONE CHANGE NO. 241

15932-15942 MINNESOTA AVENUE

BACKGROUND

Request

This item is a request by Adam Lentz/Madison Capital Group Management, LLC to change the official Zoning Map from M-2 (Heavy Manufacturing) to PD-PS (Planned Development with Performance Standards) at 15932-15942 Minnesota Avenue to allow a 104,630 square foot self-storage facility. The proposed zone change is included with the draft ordinance as Exhibit A. The Development Review Board approved the construction of the self-storage project separately under Development Review Application No. 22:005 on October 11, 2022.

Zone changes are processed in compliance with State law and Chapter 17.52 of the Paramount Municipal Code. The Planning Commission reviewed the proposed zone change with a public hearing on October 11, 2022 and unanimously recommended approval. Also on October 11, 2022, the Development Review Board approved the construction of the self-storage project under Development Review Application No. 22:005 pending City Council approval of the proposed zone change.

The applicant is a full-service real estate investment firm focused on the acquisition and development of multifamily and self-storage projects throughout the United States. Since 2009, Madison Capital Group has acquired and developed over 60 self-storage facilities, with a total investment of over \$1 billion. Go Store It operates 3.6 million square feet of storage.

Site Description

Four properties comprise the 32,000 square foot (0.73-acre) site, which is on the east side of Minnesota Avenue, approximately 300 feet south of Alondra Boulevard, and approximately 100 feet north of Monroe Street. The site is developed with eight metal warehouse buildings constructed in 1956/1957 and totaling approximately 12,580 square feet of floor area. The buildings have been occupied by multiple light industrial and

warehousing small businesses through the decades, but they have been vacant in recent years and are in an extremely blighted condition.

Businesses surrounding the subject property are CMJ Brother's (storage/warehouse for petroleum products and automotive parts) to the north, Appliance Leader Corp. (appliance wholesale) to the south, and various light industrial businesses to the east and west.

DISCUSSION

Project Description

The applicant is proposing to develop a 104,630 square foot five-story self-storage building with a predominant height of 55 feet. Two decorative corner towers and arches have a proposed peak height of 62 feet. As comparison, the StorQuest self-storage building (7540 Rosecrans Avenue) completed in June 2019 is four stories and 47 feet in height. The Zoning Ordinance allows for a maximum building height of 55 feet for the surrounding parcels – zoned M-1 (Light Manufacturing) to the north and M-2 on all other sides. The limited additional height allows for a variation in building form that softens the appearance without disrupting surrounding properties.

Below is a summary of the proposed space within the 104,630 square foot building:

Floor	Floor Area	No. of		
1 1001	(Square Feet)	Storage Units		
1	17,400	93		
2	21,000	161		
3	22,610	188		
4	22,610	221		
5	21,010	201		
TOTAL	104,630	864		

The 17,400 square feet on the ground level includes a proposed 750 square foot office area. The unit sizes range from 25 to 300 square feet.

A total of 10 parking stalls, a ratio similar to other storage facilities in the City, and three loading bays will be provided for the project. Access to the project will be from two 28-foot-wide driveways from Minnesota Avenue. A 10-foot-deep landscaped front setback will be provided.

The architecture of the development is consistent with the City's design requirements, and will feature materials such as a stucco exterior, multilevel roof lines with corner accents, metal panels, clear glazing, and clear anodized aluminum storefront with display windows. A painted wall mural is proposed for most of the upper floor and accent areas facing Minnesota Avenue and portions of the south-facing side of the building.

Operations

The storage building and leasing office will be staffed from 8:00 a.m. to 6:30 p.m. on all days of the week. Customers will be able to access storage suites by phone app and/or keypad 5:00 a.m. to 10:00 p.m. The proposed storage building will employ up to three employees with no more than two onsite employees at any given time.

Each of the five floors and the entryway of the building will be alarmed. The entire facility will be monitored by 24-hour surveillance cameras, including at least eight cameras on the exterior, two cameras in the office, and a minimum of six cameras per floor in the storage areas.

Self-storage facilities are largely devoid of nuisance factors, such as noise and heavy truck traffic that are associated with uses in industrial zones. Due to the lack of nuisance factors, self-storage facilities typically integrate well. To further ensure integration of the proposed storage facility into the surrounding area, the following operational conditions are included in the draft zone change ordinance:

- 1. <u>Vehicle storage</u>. Truck and/or van storage is prohibited at all times. All other vehicle storage is prohibited overnight.
- 2. <u>Housing</u>. Any type of residence or caretaker unit is prohibited.
- 3. <u>Hazardous materials</u>. Hazardous materials are prohibited at the storage facility.
- 4. <u>Customer businesses</u>. The facility may be utilized for storage purposes only. Subleasing of or operating businesses from storage units is prohibited.
- 5. <u>Noise</u>. Any building equipment, such as air conditioning devices, must comply with the City's noise ordinance.

Community Benefits Agreement

A Community Benefits Agreement is a tool that establishes and implements the provision of community benefits to the immediate and greater Paramount community. In exchange for approval of a project that benefits a private investor, an applicant may opt to share economic benefits with the community-at-large.

Changing a zone to accommodate the proposed business is a complex endeavor. For a small jurisdiction with limited resources, the analysis of the zone change in a compressed timeframe has required the dedication of hours of staff time. In the case of the present self-storage proposal which is not listed as a permitted use in the M-2 zone, an approval grants the applicant the authorization to construct and operate a self-storage business. This business type is known as a high income generator for a developer, but as it is mostly a service-based business, the City will only receive minimum sales tax proceeds from the sale of accessories such as boxes and packing supplies.

As such, the City and the applicant have negotiated and agreed upon a Community Benefits Agreement with a one-time payment of \$200,000 from the applicant to the City. Although the details of the agreement are pending, the applicant has agreed in principle, and on October 11, 2022 the Development Review Board approved the Development Review Application with a condition of approval regarding the agreement. The City Council will approve the Community Benefits Agreement at a later date and determine the expenditure of the \$200,000.

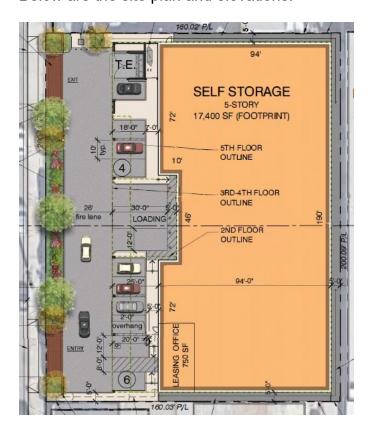
Photo

Below is a view eastward of the subject site:



Plans

Below are the site plan and elevations:







WEST ELEVATION

NORTH ELEVATION

SOUTH ELEVATION EAST ELEVATION

Summary

Given the low level of activity generated by self-storage facilities, the proposed project will not be out of character with or be detrimental to the surrounding uses. The proposed zone change will allow for the development of a storage facility that provides a significant physical and aesthetic improvement to the project site which is currently in an extremely blighted state. The design of the project will incorporate the City's architectural requirements and will integrate well with the surrounding uses. The Community Benefits Agreement will assure the Paramount community that the applicant is cooperative and willing to share in the long-term business investment.

Changing the zoning classification from M-2 to PD-PS removes the possibility of a heavy industrial business or a warehouse with extensive truck deliveries operating from the location. In the months when the property owner solicited offers from prospective buyers, the Planning Department fielded inquiries that included proposals from such heavy industry. A self-storage facility is a "lighter" type of business with far less of an impact on City infrastructure, neighboring property owners and tenants, and the environment. Amending the Zoning Map zone for the subject site ensures the minimally impactful business model of a self-storage business with a sensible location to the immediate south of an M-1-zoned property. Finally, the proposed zone change safeguards the surrounding community from heavier industrial options.

The proposed self-storage facility will be an aesthetic improvement to this area of the City, and the facility is consistent with the City's industrial development goals and policies. The project will not be out of character with the General Plan, which the City Council most recently updated in 2007. The project will integrate well with the surrounding industrial neighborhood in the Central Industrial District, which is the Land Use Designation of the General Plan Land Use Element.

Environmental Assessment

CAJA Environmental Services, LLC, an environmental planning firm, prepared an Initial Study in accordance with the California Environmental Quality Act (CEQA) and CEQA Guidelines to determine whether the project would have a significant impact on the environment. The Initial Study evaluated required environmental criteria such as aesthetics, air quality, cultural resources, energy, geology/soils, greenhouse gas emissions, hazards/hazardous materials, hydrology/water quality, noise, transportation, and utilities. The Initial Study determined that the project would not result in any significant impacts on the environment, and a Mitigated Negative Declaration is recommended for project adoption. The Planning Commission recommended that the City Council adopt the Mitigated Negative Declaration and the Mitigation Monitoring Program relative to the project zone change.

The Initial Study/Mitigated Negative Declaration document is included as Attachment A.

Mitigation measures have been identified in the Initial Study/Mitigated Negative Declaration to ensure that the Project's environmental impacts would be less than significant. Cultural resources, geology and soils, and tribal cultural resources are the issue areas with mitigation measures, and a Mitigation Monitoring Program is recommended for adoption.

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:

- 1. Adopt the Mitigated Negative Declaration and the Mitigation Monitoring Program relative to Zone Change No. 241; and
- 2. Read by title only, waive further reading, introduce Ordinance No. 1166, and place it on the next regular agenda for adoption.

CITY OF PARAMOUNT LOS ANGELES COUNTY, CALIFORNIA

ORDINANCE NO. 1166

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF PARAMOUNT AMENDING ORDINANCE NO. 178, THE COMPREHENSIVE ZONING ORDINANCE, APPROVING ZONE CHANGE NO. 241, A REQUEST BY ADAM LENTZ/MADISON CAPITAL GROUP MANAGEMENT, LLC TO CHANGE THE OFFICIAL ZONING MAP OF THE CITY OF PARAMOUNT FROM M-2 (HEAVY MANUFACTURING) TO PD-PS (PLANNED DEVELOPMENT WITH PERFORMANCE STANDARDS) TO ALLOW A 104,630 SQUARE FOOT SELF-STORAGE FACILITY AT 15932-15942 MINNESOTA AVENUE 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:

WHEREAS, California Constitution Article XI, Section 7, enables the City of Paramount ("the City") to enact local planning and land use regulations; and

WHEREAS, the authority to adopt and enforce zoning regulations, including the location and boundaries of the various zones shown and delineated on the Official Zoning Map of the City, is an exercise of the City's police power to protect the public health, safety, and welfare; and

WHEREAS, the City desires to ensure that development occurs in a prudently effective manner, consistent with the goals and objectives of the General Plan as updated and adopted by the City Council on August 7, 2007 and reasonable land use planning principles; and

WHEREAS, the Planning Commission held a duly noticed public hearing on October 11, 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 22:022, recommending that the City Council adopt this Ordinance; and

WHEREAS, the City Council held a duly noticed public hearing on this Ordinance on November 8, 2022, at which time it considered all evidence presented, both written and oral.

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

SECTION 2. The official Zoning Map of the City of Paramount adopted by Ordinance No. 178 on February 20, 1962 is amended as shown on the map attached hereto, marked "Exhibit A", to be zoned PD-PS (Planned Development with Performance Standards). Said change shall be made on the official Zoning Map of the City of Paramount

Said zone change shall be subject to the following conditions:

Permitted Uses:

The following use shall be permitted in this PD-PS zone:

- 1. Self-storage facilities.
- 2. Sales of small accessories, such as cardboard boxes and locks, by the storage facility owner or manager from the interior of the building.

Prohibited Uses:

The following uses shall be prohibited in this PD-PS zone:

- 1. <u>Vehicle storage</u>. Truck and/or van storage is prohibited at all times. All other vehicle storage is prohibited overnight.
- 2. Housing. Any type of residence or caretaker unit is prohibited.
- 3. <u>Customer businesses</u>. Subleasing of or operating businesses from storage units is prohibited.
- 4. <u>Recreational vehicles</u>. The outdoor parking or outdoor storage of any recreational vehicle shall not be allowed. Such recreational vehicles shall include, but are not limited to motorhomes, boats, travel trailers, and transport trailers.

Performance Standards:

- Vehicle repair. The maintenance, repair, or dismantling of any vehicle within the PD-PS (Planned Development with Performance Standards) zone is prohibited.
- 2. <u>Vehicle parking</u>. The parking of any vehicle in any area of any lot, other than designated parking stalls and loading areas, is prohibited.
- 3. <u>Satellite dish</u>. The installation of a satellite dish shall be on the rooftop or otherwise concealed from public view.
- 4. <u>Pole/antennae</u>. Any wireless telecommunications equipment shall be reviewed and approved by the Development Review Board.

- 5. <u>Trash/recyclables</u>. Trash, recyclables, organic waste, or other waste shall be disposed of in the designated trash enclosure.
- 6. <u>Storage enclosed</u>. All property being stored at the storage facility must be kept entirely within enclosed buildings.
- 7. <u>Storage restrictions</u>. The storage or accumulation of trash, manure, and other offensive or noxious materials in a self-storage unit or any other location is specifically prohibited.
- 8. <u>Hazardous materials</u>. Hazardous materials are prohibited at the storage facility.
- 9. <u>Noise</u>. Any building equipment, such as air conditioning devices, must comply with the Paramount Noise Ordinance. To limit the effects of noise pollution in the area, metal roll-up storage unit doors shall be properly maintained and lubricated on a monthly basis at minimum.
- 10. <u>Modifications</u>. Alterations or modifications to the exterior of the building, fences, railings, walls, or other improvements constructed on the property, or changes to the grade or drainage pattern of the property, are prohibited without the prior consent of the Planning Director.

Development Standards:

- 1. <u>Setbacks</u>. Building setbacks are to be as shown on the submitted site plan and made by reference a part of this zone change.
- 2. <u>Parking</u>. Parking shall be provided as shown on the submitted site plan and made by reference a part of this zone change.
- 3. <u>Driveways</u>. The driveways shall not be widened.
- 4. <u>Signage</u>. All signs on the exterior of the building shall comply with Central Business District sign regulations.
- 5. <u>Fences, etc.</u> No fence or hedge exceeding 42 inches in height shall be erected or permitted in the front setback area on any lot. No chain link fences are permitted.
- 6. <u>Security bars.</u> No wrought iron, metal, steel, etc. burglar bars shall be installed on exterior of any window. All exterior doors must be able to open without special knowledge or tools.
- 7. <u>Security wire</u>. No barbed wire, concertina wire, razor wire or cut glass shall be used as a fence or part of a fence, wall or hedge along any property line or within any required side, rear, or front yard.

- 8. <u>Tarps</u>. The use of tarps is prohibited in front setbacks, side setbacks, rear yard areas, over driveways, and in parking and circulation areas.
- 9. <u>Landscaping/irrigation</u>. Landscaping and irrigation shall comply with Chapter 17.96 (Water-Efficient Landscape Provisions) of the Paramount Municipal Code.
- 10. <u>Development Review</u>. All conditions of Development Review Application No. 22:005 are applicable unless superseded by relevant changes to the Paramount Municipal Code.

<u>Compliance with Chapter 17.72 (PD-PS, Planned Development with</u> Performance Standards Zone) of the Paramount Municipal Code.

This zone change case shall comply with all conditions set forth in Chapter 17.72 (PD-PS, Planned Development with Performance Standards Zone) of the Paramount Municipal Code zone, Section 17.72.010 to 17.72.210, inclusive.

<u>SECTION 3</u>. California Environmental Quality Act (CEQA). The City Council hereby adopts a Mitigated Negative Declaration and Mitigation Monitoring Program relative to Ordinance No. 1166 for Zone Change No. 241 in accordance with the provisions of the California Environmental Quality Act (CEQA).

SECTION 4. If any section, subsection, subdivision, sentence, clause, phrase or portion of this Ordinance, 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 portions of this Ordinance. The City Council hereby declares that it would have adopted this Ordinance and each section, subsection, subdivision, sentence, clause, phrase, or portion thereof, irrespective of the fact that any one or more sections, subsections, subdivisions, sentences, clauses, phrases, or portions thereof be declared invalid or unconstitutional.

SECTION 5. This Ordinance shall be certified as to its adoption by the City Clerk and shall be published once in the Paramount Journal within 15 days after its adoption together with the names and members of the City Council voting for and against the Ordinance.

SECTION 6. This Ordinance shall take effect thirty (30) days after its adoption. The City Clerk or duly appointed deputy shall certify to the adoption of this Ordinance to be published as required by law.

PASSED, A Paramount this			by	the	City	Council	of	the	City	0
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		Vilma Cu	ıella	r Sta	ıllings	, Mayor				
Attest:										
Heidi Luce, City Cle	erk									

EXHIBIT A

Ordinance No. 1166/Zone Change No. 241 Existing Zoning



M-1 (Light Manufacturing)

M-2 (Heavy Manufacturing)

Ordinance No. 1166/Zone Change No. 241 Proposed Zoning



M-1 (Light Manufacturing)

M-2 (Heavy Manufacturing)

PD-PS (Planned Development with Performance Standards)

Ordinance No. 1166/Zone Change No. 241 Land Use



Single-Family Residential

Industrial

Ordinance No. 1166/Zone Change No. 241 General Plan Land Use Designation



Central Industrial District

NOVEMBER 22, 2022

ACCEPTANCE OF WORK

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

MOTION IN ORDER:

IT IS RECOMMENDED THAT THE CITY COUNCIL ACCEPT THE WORK PERFORMED BY ALL AMERICAN ASPHALT, CORONA, CALIFORNIA, FOR THE NEIGHBORHOOD STREET IMPROVEMENTS ON VARIOUS CITY STREETS (CITY PROJECT NO. 9231) AND AUTHORIZE PAYMENT OF THE REMAINING RETENTION.

MOTION:	ROLL CALL VOTE:
MOVED BY:	AYES:
SECONDED BY:	NOES:
[] APPROVED	ABSENT:
[] DENIED	ABSTAIN:



To: Honorable City Council

From: John Moreno, City Manager

By: Adriana Figueroa, Public Works Director

Sarah Ho, Assistant Public Works Director

Date: November 22, 2022

Subject: ACCEPTANCE OF WORK FOR NEIGHBORHOOD STREET

IMPROVEMENTS ON VARIOUS CITY STREETS

(CITY PROJECT NO. 9231)

BACKGROUND

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

On March 1, 2022, the Director of Public Works opened bids for the project, and the project was awarded to All American Asphalt for \$1,036,669 at the City Council meeting on March 15, 2022. A Notice to Proceed was issued with a start date of June 23, 2022.

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 October 7, 2022, and the Notice of Completion will be filed with the Los Angeles County Recorder's office after approval by the City Council. The contract retention of \$50,106.85 will be held for thirty-five (35) days from that date.

The final construction cost is \$1,042,136.96 and is under the budgeted amount of \$1,260,000.

Under this project, the following streets were resurfaced:

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

FISCAL IMPACT

There is no additional fiscal impact to the City. Funding for this project was included in the FY 2022-23 Capital Improvement Projects Budget utilizing Senate Bill 1 (SB 1), Road Maintenance and Rehabilitation Account (RMRA) Funds.

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 All American Asphalt, Corona, California, for the Neighborhood Street Improvements on various City streets (City Project No. 9231) and authorize payment of the remaining retention.

NOVEMBER 22, 2022

AWARD OF CONTRACT

AUDIO-VISUAL SYSTEM RENOVATION AT PARAMOUNT COMMUNITY CENTER (CITY PROJECT NO. 9379) AND MARIPOSA COMMUNITY CENTER (CITY PROJECT NO. 9380)

MOTION IN ORDER:

1.) APPROPRIATE AN ADDITIONAL \$11,531 FROM THE AVAILABLE FUND BALANCE IN THE PEG FUND; AND 2) AUTHORIZE A PROFESSIONAL SERVICES AGREEMENT WITH VIDIFLO OF LONG BEACH, CA FOR AUDIO-VIDEO PROFESSIONAL SERVICES, IN AN ANNUAL AMOUNT NOT TO EXCEED \$91,531.

MOTION:	ROLL CALL VOTE:
MOVED BY:	AYES:
SECONDED BY:	NOES:
[] APPROVED	ABSENT:
[] DENIED	ABSTAIN:



To: Honorable City Council

From: John Moreno, City Manager

By: Andrew Vialpando, Assistant City Manager

Date: November 22, 2022

Subject: AWARD OF CONTRACT FOR AUDIO-VISUAL SYSTEM RENOVATION AT

PARAMOUNT COMMUNITY CENTER (CITY PROJECT NO. 9379) AND

MARIPOSA COMMUNITY CENTER (CITY PROJECT NO. 9380)

BACKGROUND

The Paramount Park Community Center is the City's largest public multi-purpose facility and operates during weekdays as the City's main senior services program site. On weekends, it operates as a rental facility for quinceañeras, wedding receptions, family reunions, and a variety of other personal and family events. The facility is also used for a number of community meetings that require a larger venue. With regular usage by the senior program, weekend events, and various community meetings, the audio-visual (A/V) system is an important component of its effective use. The Paramount Park Community Center A/V system was last updated 15 years ago. The current system is antiquated and has experienced various technical issues in recent years, resulting in frequent downtime, unreliable use, and expensive repairs.

The Mariposa Community Center is the City's most frequently rented facility by residents for family events. It also serves as the City's Summer Day Camp site as well as the location for many of the City's instructional class programs. During the week, the facility also serves as a site for various City and community meetings. The facility and its current AV system were originally constructed in 2006 and the A/V system has not been upgraded in the 16 years since its original installation. The AV system is severely outdated and lacks the features and quality necessary to support the uses of the building.

DISCUSSION

Staff is recommending that Vidiflo, LLC (Vidiflo) provide the technical services to upgrade and install the A/V systems in both the Paramount Park and Mariposa Community Centers. Based in Long Beach, CA, Vidiflo has over 25 years of experience in A/V system installations and renovations, and has been the City's primary A/V contractor for over four years. Vidiflo has performed the renovations to the A/V systems at various City facilities.

Vidiflo has a proven reputation for delivering high quality products and service. They are responsive when the City requires on-call A/V assistance and they offer a high level of technical expertise at reasonable prices. For functionality and redundancy purposes, it is

important that City A/V systems in all facilities remain consistent with Vidiflo's proprietary program coding to ensure competitive economy of scale pricing for service, repair, and equipment. In addition to their competitive rates, Vidiflo charges no service fees when responding to technical issues with the A/V system.

Each room of the project will take approximately four to six months to complete due to supply chain issues. The Scope of Work for both facilities describe the equipment and services that Vidiflo will provide, including on-site technical training to City staff (Attachments A and B).

Pursuant to Paramount Municipal Code Section 18-30 of Article IV Purchasing of Supplies and Equipment, the professional services quoted in this work is exempt from competitive bidding. In accordance with Subsection (b), City Council approval is required for all contracts for professional services when the cost of the services is over \$40,000. For purposes of this project, we will utilize the City's standard professional services agreement that has been approved by the City Attorney.

FISCAL IMPACT

The proposed total cost for these services at both facilities is \$83,210. Funding for the Paramount Park Community Center and Mariposa Community Center A/V systems was approved in the FY 2022-23 Adopted Budget as CIP Nos. 9379 and 9380 for a cumulative amount of \$80,000. In addition to authorizing the award of contract for these services, staff is recommending that the City Council approve an increase to the FY 2022-23 Adopted Budget in the amount of \$11,531 to cover the additional proposed costs, with a 10% contingency amount for unexpected costs, for a total contract amount not to exceed \$91,531. This additional funding will come from the City's PEG (Public, Educational, and Governmental Access Channels) fund source and not the general fund.

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; and Strategic Outcome No. 6: Effective, Efficient and Fiscally Responsible.

RECOMMENDED ACTION

It is recommended that the City Council 1) appropriate an additional \$11,531 from the available fund balance in the PEG Fund; and 2) authorize a Professional Services Agreement with Vidiflo of Long Beach, CA for Audio-Video professional services, in an annual amount not to exceed \$91,531.

Attachments:

- A Paramount Community Center Audio-Visual System Scope of Work
- B Mariposa Community Center Audio-Visual System Scope of Work

ATTACHMENT "A"

STATEMENT OF WORK & COSTING

AUDIOVISUAL & BROADCAST SYSTEMS

City of Paramount- Paramount Park Auditorium AudioVisual Refresh Statement of Work & Costing – Revision 2

PR22092901 September 29,2022

VIDIFLO, LLC proposes to furnish and integrate new AudioVisual Equipment in the Paramount Park Auditorium to constitute a fully functional and ergonomically operated system.

The capability to combine or divide the audio in each room shall be provided.

The Main Auditorium shall utilize the existing Ceiling Loudspeakers in addition to 2- Wall Mounted Passive Line Array Loudspeakers, 1 on either side of the stage. The existing Wall Mounted Loudspeakers shall be removed.

The Side Auditorium shall utilize the existing Ceiling Loudspeakers.

System to include:

- Existing Ceiling Projector to be removed and replaced with a new Optoma ZU606T-W 6000
 Lumen Video Projector with HDMI Digital Input and 4K Capability along with a Scaling Video Receiver/Controller.
- 2. 1- StageRight Wall Mounted Input Plate to be equipped with the following to facilitate a moveable podium:
 - a. Hardwired Microphone Input from Podium Gooseneck Microphone.
 - b. HDMI Input for Laptop Connection from Podium.
- 3. 1- Front of Stage Wall Mounted Input Plate to be equipped with the following to facilitate a moveable podium:
 - a. Hardwired Audio XLR Input to accommodate a Line Level or Microphone Level Audio Input.
 - b. HDMI Input for Laptop Connection
- 4. The Existing Equipment Rack shall be removed and replaced with a Slide Out/Rotate Rack for ease in servicing. The new Rack shall have the following equipment installed:
 - a. A Symetrix Radius NX Audio DSP Matrix Mixing, Processing, Audio Distribution System
 - b. A QSC 4- Channel Audio Power Amplifier
 - c. A Crestron Digital Media All-In One Presentation System and Controller
 - d. A Denon Rackmount BluRay/DVD & CD/USB/SD Media Player
 - e. A Denon Rackmount FM/Internet Radio Tuner
 - f. A Denon Rackmount Bluetooth Audio Receiver
 - g. A Tripplite 16 Port PoE+ Network Switch
 - h. A Crestron Energy Monitoring Power Controller
 - i. A Rackmounted 7" Touch Panel
- 5. The following equipment shall be reutilized:
 - a. The 4 Wireless Microphone Receivers
 - b. The SnapAV Power Distribution Unit
 - c. 4- Wall Mounted XLR Inputs
 - d. All Ceiling Loudspeakers
 - e. Existing Podium
 - f. Existing Electric Roll Down Screen.

AUDIOVISUAL & BROADCAST SYSTEMS

- 6. The Control System shall consist of:
 - a. The aforementioned Crestron DigitalMedia All-In-One Presentation System and Control Processor.
 - b. A Crestron 7" Rackmounted Touch Panel
 - c. A Crestron Docking Handheld Wireless Remote Controller (with spare battery) with LCD Screen connected via a dedicated WiFi Access Point
 - d. A Wall Mounted Loudspeaker Volume Control Panel.
 - e. The Graphic User Interface (GUI) and Handheld Remote Controls shall be developed with input from City personnel and shall control:
 - i. System On/Off
 - ii. Selection of Room Mode, e.g.: Audio Only, Video and Audio
 - iii. Projector & Screen Control
 - iv. Source to Destination Video Routing
 - v. Microphone Volume and Muting
 - vi. Loudspeaker Volume and Muting
 - vii. Presentation Source Volume and Muting
 - viii. BluRay/DVD/CD/SD/USB Player Control
 - ix. FM/Internet Tuner Radio Control

VIDIFLO shall provide:

- 1. System AV Diagrams to include:
 - a. AV Floor and Reflected Ceiling Plans
 - b. Equipment Rack Elevation
 - c. Video/Audio/Control/Power System Single Line Wiring Diagrams.
- 2. 90 Day Post-Installation Updates to Control System GUI
- 3. A Quick Reference Guide for User System Control
- 4. 2 Hours of System Operator Training
- 5. 2 Hours of System Technician Training
- 6. One Year Warranty for System Wiring against mechanical defects.
- 7. Equipment Manufacturers Standard Warranties shall apply.
- 8. City to Provide:
 - a. Network Connection for Internet Radio
 - b. 110V/20Amp Power Circuit for AV Rack.

System installation, commissioning and training is expected to take 7-10 business days during normal Monday-Friday business hours.

AUDIOVISUAL & BROADCAST SYSTEMS

System Pricing

Grand Total	\$46,567.03
Training and Documentation	\$1,000.00
System Installation	\$9,850.00
Audio System DSP Programming	\$875.00
Control System/GUI Programming	\$2,100.00
Engineering Design and CAD	\$1,000.00
Freight	\$420.00
Sales Tax 10.25%	\$2,912.03
Equipment & Materials Cost	\$28,410.00

Terms:

40% Deposit with Order, 40% Upon Delivery of Equipment to City, 20% Upon Completion.

This proposal shall be valid for 60 Days.

Due to supply chain and specialized chip manufacturing issues, estimated delivery on the system would be 5-6 months after receipt of order.

ATTACHMENT "B"

STATEMENT OF WORK & COSTING

AUDIOVISUAL & BROADCAST SYSTEMS

<u>City of Paramount- Paramount Mariposa Meeting Room AudioVisual Refresh</u> Statement of Work & Costing – Revision 2

PR22092902 September 29,2022

VIDIFLO, LLC proposes to furnish and integrate new AudioVisual Equipment in the Paramount Mariposa Building Meeting Room to constitute a fully functional and ergonomically operated system.

The new system shall combine both sides of the room into one system and is designed for simplicity of operation. The new system shall provide a new Ceiling Mounted Projector, and Soffit Mounted Projection Screen. Source Input and Audio Equipment shall be housed in a Wall Mounted Rack.

System to include:

- 1. A new Optoma ZU606T-W 6000 Lumen Video Projector with HDMI Digital Input and 4K Capability along with an HDbaseT Receiver.
- A new 135" Diagonal Da-Lite Tensioned Contour Electrol Projection Screen shall be mounted along the edge of the Soffit. A Wall Mounted, Low-Voltage Switch shall be provided to lower/raise the screen.
- 3. The new wall mounted Rack shall have the following equipment installed:
 - a. An Atona 3- Input HDMI Switcher with HDBaseT Output Transmitter to send to the Ceiling Projector.
 - b. A Tascam Rackmounted BluRay/DVD Player.
 - c. A Denon Rackmounted Bluetooth Audio Receiver
 - d. A Sennheiser Single Channel Wireless Microphone Receiver with (Note: Only one of these Microphones may be selectively used, they all operate on the same frequency):
 - i. A Handheld Wireless Microphone
 - ii. A Beltpack Transmitter with:
 - 1. A Lavalier Clip-On Microphone
 - 2. A Neckworn Microphone
 - e. A TOA 2 RU Digital Mixer/Amplifier with Equalization and the requisite Input Modules for all the Source Equipment.
 - f. A Rackmounted Input Panel to Connect a Laptop or other HDMI Source, or an Auxiliary 3.5mm Audio Source.
 - g. A Rackmounted Master Surge Protecting Power Strip with Rack System On/Off Switch.
 - h. A 2RU Drawer to hold Remote Controls, Wireless Microphone Transmitters and Input Cables.
- 4. 8- QSC AC-6T 6" Ceiling Mounted Loudspeakers, 4 in each side of the room.
- 5. System Control shall be manual (No Unified Remote Control) with:
 - a. IR Remote Control of Projector On/Off (Supplied Manufacturer's IR Remote)
 - b. Front Panel Video Source Selection on the Rackmounted Atlona Switcher.
 - c. Front Panel Loudspeaker & Source Selection and Volume Control on the Rackmounted TOA Mixer/Amplifier.
 - d. IR Remote Control of BluRay/DVD Player(Supplied Manufacturer's IR Remote)

VIDIFLO shall provide:

1. System AV Diagrams to include:

AUDIOVISUAL & BROADCAST SYSTEMS

- 1. AV Floor and Reflected Ceiling Plans
- 2. Equipment Rack Elevation
- 3. Video/Audio/Power System Single Line Wiring Diagrams.
- 2. A Quick Reference Guide for User Control
- 3. 2 Hours of System Operator Training
- 4. 2 Hours of System Technician Training
- 5. One Year Warranty for System Wiring against mechanical defects.
- 6. Equipment Manufacturers Standard Warranties shall apply.

City to Provide:

- 1. 110V/15 Amp Power Circuit for AV Rack.
- 2. 110V/15 Amp Power Circuit at Screen Location
- 3. 1- Single Gang Wall Mounted Low-Voltage Opening and ½" Conduit Stubbed Out above Ceiling for Low-Voltage Ceiling Switch.
- 4. 1- Single Gang Low Voltage Opening behind AV Wall Mounted Rack and ¾" Conduit Stubbed Out above Ceiling for Low Voltage Cabling to Ceiling Projector and Ceiling Loudspeakers.

System installation, commissioning and training is expected to take 5-7 business days during normal Monday-Friday business hours.

System Pricing

Grand Total	\$36,643.61
Training and Documentation	\$1,000.00
System Installation	\$7,450.00
Audio System DSP Programming	\$875.00
Engineering Design and CAD	\$750.00
Freight	\$500.00
Sales Tax 10.25%	\$2,423.61
Equipment & Materials Cost	\$23,645.00

Terms:

40% Deposit with Order, 40% Upon Delivery of Equipment to City, 20% Upon Completion.

This proposal shall be valid for 60 Days.

Due to supply chain and specialized chip manufacturing issues, estimated delivery on the system would be 4-5 months after receipt of order.

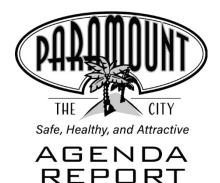
NOVEMBER 22, 2022

REJECTION OF BIDS FOR RECLAIM WATER EXTENSION LAKEWOOD BOULEVARD (CITY PROJECT NO. 9238)

MOTION IN ORDER:

IT IS RECOMMENDED THAT THE CITY COUNCIL REJECT ALL BIDS AND DIRECT STAFF TO RE-ADVERTISE THE REQUEST FOR BIDS FOR RECLAIM WATER EXTENSION LAKEWOOD BOULEVARD FY 2021-22 (CIP NO. 9238);

MOTION:	ROLL CALL VOTE:
MOVED BY:	AYES:
SECONDED BY:	NOES:
[] APPROVED	ABSENT:
[] DENIED	ABSTAIN:



To: Honorable City Council

From: John Moreno, City Manager

By: Adriana Figueroa, Public Works Director

Sarah Ho, Assistant Public Works Director

Date: November 22, 2022

Subject: REJECTION OF BIDS FOR RECLAIM WATER EXTENSION LAKEWOOD

BOULEVARD (CITY PROJECT NO. 9238)

BACKGROUND

Included in the Fiscal Year 2021-22 Capital Improvement Projects Budget was funding to change the irrigation lines for the medians on a portion of Lakewood Boulevard from potable water to reclaimed water.

DISCUSSION

On November 1, 2022, the Director of Public Works opened and examined the bids for the Reclaim Water Extension Lakewood Boulevard (City Project No. 9238). The bids were opened at 11:00 AM at City Hall. Two (2) bids were received and the apparent low bid submitted by Kormex Construction, Inc., amounted to \$42,000. Bids received ranged from \$42,000 to \$116,510. On November 10, 2022 we received a letter from Kormex Construction Inc. requesting a withdrawal of their bid due to a clerical error on their part. Due to this fact, and the fact that the second bid is significantly higher than the engineer's estimate, staff is recommending rejection of the bids and subsequent re-advertisement of the project. Staff will bring a recommendation for award at a future City Council meeting once new bids are received and examined.

FISCAL IMPACT

There is 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 decision making. The Strategic Outcomes were implemented to provide a pathway to achieving the City's Vision. This item aligns with Strategic Outcome No. 6: Efficient, Effective, and Fiscally Responsible.

RECOMMENDED ACTION

It is recommended that the City Council reject all bids and direct staff to re-advertise the request for bids for Lakewood Boulevard FY 2021-22 (CIP No. 9238).

NOVEMBER 22, 2022

ORAL REPORT

SOCIAL SERVICE ORGANIZATION UPDATE – PATHWAYS VOLUNTEER HOSPICE



REPORT

Honorable City Council To:

John Moreno, City Manager From:

David Johnson, Community Services By:

Director

November 22, 2022 Date:

Subject: ORAL REPORT - SOCIAL SERVICE ORGANIZATION UPDATE -PATHWAYS VOLUNTEER HOSPICE

An oral report providing an overview of the services Pathways Volunteer Hospice provides to the Paramount community will be presented at the Council meeting.

NOVEMBER 22, 2022

REPORT

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



To: Honorable City Council

From: John Moreno, City Manager

By: Kim Sao, Finance Director

Date: November 22, 2022

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

2022

BACKGROUND

The City's Finance Department is responsible for managing the cash and investment portfolio for the City, Successor Agency for the Paramount Redevelopment Agency, and Paramount Housing Authority. The City's investment policy was last revised and adopted on June 8, 2022. The California Municipal Treasurers Association (CMTA) certified that the investment policy of the City of Paramount complies with the current State statutes governing the investment practices of local government entities located within the State of California. Attached is a certificate showing this approval. It incorporates applicable provisions of the state law including, among other things, the prudent person standard and the California Code Section 53601 pertaining to eligible investments. This newly adopted policy allowed for the City to safely diversify its investments in higher earning areas that would increase returns for the city. The City's primary investment objectives are to 1) preserve the safety of principal, 2) maintain an adequate level of liquidity, and 3) maximize investment income while remaining consistent with the other more important objectives.

ANALYSIS

As of September 30, 2022, cash and investment totaled \$60,851,984. This was composed of \$9,050,616 in cash and \$51,801,368 in investments. For the quarter ending September, the City purchased twenty-two (22) investments totaling \$27,996,735, with a par value of \$28,214,000. In the same period, three (3) investments matured.

Investments that include agencies, treasuries, and certificates of deposits totaled \$48,700,000 in par value with an average yield of 3.01% and maturity dates ranging from one month to five years. During this period, we transferred all of the City's LAIF money into a newly established pool account with the California Asset Management Program (CAMP) to take advantage of the higher interest rate that averaged 2.61%, while LAIF only averaged 1.51%. The CAMP account has a same day liquidity similar to LAIF.

The City's investments are purchased and held until maturity. For the quarter ending September 30, 2022, the total interest earned was approximately \$361,000. In

comparison, for the same quarter last year, the total interest earned on investments was \$22,460, while the earning for the past five years averaged \$330,000 per year. Based on the investments we have purchased through September 30th, we project the total interest earning to be approximately \$1.4M for FY 2022-23.

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

FISCAL IMPACT

For FY 2022-23, we had estimated total interest earning to be \$614,500. This estimate will be adjusted during the Midyear budget to reflect the increase in our projection.

VISION, MISSION, VALUES, AND STRATEGIC OUTCOMES

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

RECOMMENDED ACTION

It is recommended that the City Council receive and file the Treasurer's Report.

Attachments:

- 1) Treasurer's Report Cash and Investment Summary as of 9/30/2022
- 2) TVI Investment Portfolio Summary and Details as of 9/30/2022
- 3) CMTA Certification

City of Paramount

TREASURER'S REPORT

Cash and Investments

September 1 to September 30, 2022

Page 1

SCHEDULE I: SUMMARY OF CASH AND INVESTMENTS

ACCOUNTS		CASH September 30, 2022 (SCH II)	INVESTMENTS (1) September 30, 2022 (SCH III)	TOTAL September 30, 2022
General Operation Account	\$	6,690,579	51,796,336	58,486,915
Successor Agency Account		267,234	5,032	272,266
Paramount Housing Authority Account		390,955	-	390,955
Payroll Account	_	22,097	-	22,097
Cash and Investments Held By City	\$	7,370,865	51,801,368	59,172,233
Cash Held By Fiscal Agent	_	1,679,751	<u> </u>	1,679,751
Total Cash and Investment Outstanding	\$	9,050,616	51,801,368	60,851,984

SCHEDULE II: SUMMARY OF CHECKING ACCOUNTS ACTIVITY

ACCOUNTS	Se	BALANCE otember 1, 2022	RECEIPTS	DISBURSEMENTS	BALANCE September 30, 2022
General Operation Account (2)	\$	2,545,290	10,128,879	5,983,590	6,690,579
Successor Agency Account		267,234	-	-	267,234
Paramount Housing Authority Account		390,955	-	-	390,955
Payroll Account		31,935	651,670	661,508	22,097
Total All Accounts	\$	3,235,414	10,780,549	6,645,098	7,370,865

NOTES:

Based upon existing cash reserves and projected cash receipts and disbursements, there are sufficient funds to meet the City of Paramounts's estimated future expenditure requirements for a period of six months. Additionally, all investments are made in accordance with the Investment Policy for Fiscal Year 2023 as approved by the Paramount City Council in June 2022.

⁽¹⁾ Investments are shown at their book value.

⁽²⁾ Receipts include transfers of \$1,000,000 from CAMP and \$4,223,263.60 from US Bank. Disbursements include transfer of \$1,000,000 to CAMP for investment purchase.

City of Paramount

TREASURER'S REPORT

Investments

September 1 to September 30, 2022

Page 2

SCHEDULE III: INVESTMENT SCHEDULE

	PURCHASE	MATURITY	INTEREST		INVESTMENT AT	INVESTMENT AT	INVESTMENT AT
SECURITY BY ACCOUNT/INSTITUTION	DATE	DATE	RATE (3)		BOOK VALUE	PAR VALUE	MARKET VALUE (4
. Cash and Investments Held By City (1)							
City Accounts							
California Asset Management (CAMP)	Open	Open	2.61%	\$	3,511,258	NA	3,511,258
Local Agency Investment Fund (LAIF)	Open	Open	1.51%	\$	277,621	NA	277,621
US Bank - Money Market	Open	Open			121,875	NA	121,875
US Bank (Investment Custody Account)	Varies	Varies		\$	47,885,582	48,700,000	47,179,757
Successor Agency - RDA - Accounts							
Local Agency Investment Fund	Open	Open	1.51%	_	5,032	NA	5,032
Total Cash and Investments Held By City	,			\$_	51,801,368	48,700,000	51,095,543
I. Cash Held By Fiscal Agent (2)							
2010/2015 Bond Issues: Fidelity Treasury Money Market	Open	Maturity	2.60%		1,673,678	NA	1,673,679
2021 Bond Issues: Fidelity Treasury Money Market	Open	Maturity	2.60%	_	6,073	NA	6,073
Total Cash and Investments Held By Fisc	cal Agent			\$_	1,679,751	-	1,679,752
Total Outstanding Cash and Investments	;			\$_	53,481,119	48,700,000	52,775,295

NOTES:

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

TVI Platinum Reporting Prepared for:



City of Paramount

As of September 30, 2022

Recipient Info:

City of Paramount 16400 Colorado Avenue Paramount, CA 90723 Provider Info:

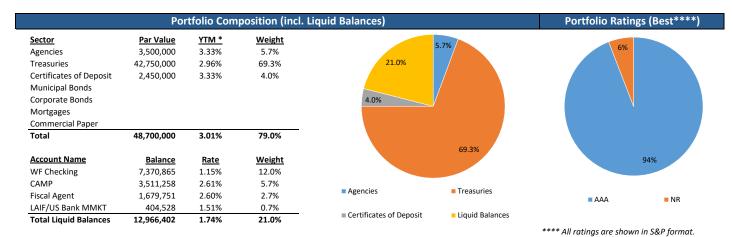
Time Value Investments, Inc. 9725 3rd Ave NE, Suite 610 Seattle, WA 98115

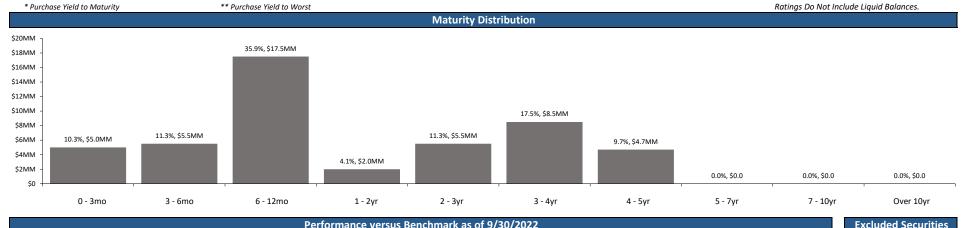
Disclaimer:

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Portfolio Summary								
Wgtd Avg YTM *	3.01%							
Wgtd Avg YTM with Liq. Bal.*	2.74%							
Wgtd Avg YTW **	3.01%							
Wgtd Avg Mat with Liq. Bal.	1.43 yrs							
Par Value Liquid Balances	48,700,000 12,966,402							
Total Par with Liquid Bal.	61,666,402							
Market Value 9/30/2022	47,179,757							
Curent MV with Liquid Bal.	60,146,159							

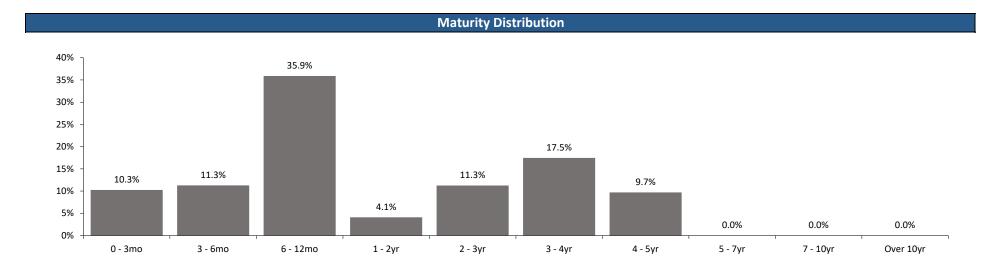




PETIOTHIANCE VEISUS DEHICHIMAIN AS OF 27 20/2 2022												Excluded Securitie		
		As of			As of									
	1Yr Average	9/30/2022	1Mo Ago	3Mos Ago	6Mos Ago	9Mos Ago	12/31/2021	1Yr Ago	3Yrs Ago	5Yrs Ago	Cusip	Par Amount		
Yield to Maturity:														
Portfolio	n/a	3.01%	n/a	n/a	n/a	n/a	n/a	n/a	n/a	n/a				
2-Year Treasury	2.46%	4.16%	3.46%	2.92%	2.31%	0.73%	0.73%	0.28%	0.37% (02/16)	1.47%				
Fed Funds	1.31%	3.25%	2.50%	1.75%	0.50%	0.25%	0.25%	0.25%	2.00%	1.25%				
•														

2 Report Date: 9/30/2022





	Portfolio Details - Sorted by Maturity													
•														Estimated Estimated
<u>#</u>	CUSIP/Sec-ID	Sec Desc 1	Weight	Par Value	Coupon *	Settle Dt	Mat Dt	Nxt Call Dt	Rating ***	<u>YTM **</u>	<u>YTW **</u>	Duration	Call Type	Bps to Call Redem. Date
1	912796W54	B 11/10/22	4.1%	2,000,000	0.00	8/3/2022	11/10/2022		AAA	2.40	2.40	0.11		11/10/2022
2	912796P94	B 12/01/22	2.1%	1,000,000	0.00	7/1/2022	12/1/2022		AAA	2.18	2.18	0.17		12/1/2022
3	912796R27	B 12/29/22	4.1%	2,000,000	0.00	7/1/2022	12/29/2022		AAA	2.45	2.45	0.24		12/29/2022
4	912796XT1	B 02/02/23	4.1%	2,000,000	0.00	8/4/2022	2/2/2023		AAA	2.91	2.91	0.34		2/2/2023
5	91282CBN0	T 0 1/8 02/28/23	4.1%	2,000,000	0.13	8/3/2022	2/28/2023		AAA	2.87	2.87	0.41		2/28/2023
6	912828Q29	T 1 1/2 03/31/23	3.1%	1,500,000	1.50	8/3/2022	3/31/2023		AAA	2.93	2.93	0.49		3/31/2023
7	67523TBC6	OCFC 2.9 06/29/23	0.5%	243,000	2.90	6/29/2022	6/29/2023		NR	2.90	2.90	0.73		6/29/2023
8	75524KNZ3	CFG 2.85 06/29/23	0.5%	243,000	2.85	6/29/2022	6/29/2023		NR	2.85	2.85	0.73		6/29/2023
9	912828Y61	T 2 3/4 07/31/23	24.6%	12,000,000	2.75	7/1/2022	7/31/2023		AAA	2.87	2.87	0.81		7/31/2023
10	9128284X5	T 2 3/4 08/31/23	4.1%	2,000,000	2.75	6/27/2022	8/31/2023		AAA	2.95	2.95	0.89		8/31/2023
11	9128285D8	T 2 7/8 09/30/23	6.2%	3,000,000	2.88	6/27/2022	9/30/2023		AAA	3.00	3.00	0.97		9/30/2023
12	9128282U3	T 1 7/8 08/31/24	4.1%	2,000,000	1.88	6/27/2022	8/31/2024		AAA	3.15	3.15	1.85		8/31/2024
13	912828YH7	T 1 1/2 09/30/24	6.2%	3,000,000	1.50	6/27/2022	9/30/2024		AAA	3.15	3.15	1.93		9/30/2024
14	38150VDN6	GS 3.35 07/07/25	0.5%	245,000	3.35	7/6/2022	7/7/2025		NR	3.35	3.35	2.58		7/7/2025
15	795451BQ5	SALLMA 3.4 07/07/25	0.5%	245,000	3.40	7/6/2022	7/7/2025		NR	3.40	3.40	2.58		7/7/2025
16	9128284Z0	T 2 3/4 08/31/25	4.1%	2,000,000	2.75	6/27/2022	8/31/2025		AAA	3.28	3.28	2.75		8/31/2025
17	9128285C0	T 3 09/30/25	6.2%	3,000,000	3.00	6/27/2022	9/30/2025		AAA	3.28	3.28	2.82		9/30/2025
18	9128286X3	T 2 1/8 05/31/26	1.0%	500,000	2.13	7/1/2022	5/31/2026		AAA	3.16	3.16	3.43		5/31/2026
19	912828YD6	T 1 3/8 08/31/26	4.1%	2,000,000	1.38	6/27/2022	8/31/2026		AAA	3.30	3.30	3.73		8/31/2026

Report Date: 9/30/2022



	Portfolio Details - Sorted by Maturity												
													Estimated Estimated
<u>#</u>	CUSIP/Sec-ID	Sec Desc 1	Weight	Par Value	Coupon *	* Settle Dt	Mat Dt	Nxt Call Dt	Rating ***	YTM **	YTW **	Duration Call Type	Bps to Call Redem. Date
20	3135G0Q22	FNMA 1 7/8 09/24/26	6.2%	3,000,000	1.88	6/27/2022	9/24/2026		AAA	3.33	3.33	3.76	9/24/2026
21	3133ELPV0	FFCB 1.53 03/02/27	0.5%	250,000	1.53	9/1/2022	3/2/2027		AAA	3.38	3.38	4.16	3/2/2027
22	91282CEN7	T 2 3/4 04/30/27	1.5%	750,000	2.75	9/1/2022	4/30/2027		AAA	3.33	3.33	4.17	4/30/2027
23	912828X88	T 2 3/8 05/15/27	3.1%	1,500,000	2.38	9/1/2022	5/15/2027		AAA	3.33	3.33	4.24	5/15/2027
24	254673L38	DFS 3.4 07/06/27	0.5%	245,000	3.40	7/6/2022	7/6/2027		NR	3.40	3.40	4.28	7/6/2027
25	02589AD82	AXP 3.4 07/06/27	0.5%	245,000	3.40	7/6/2022	7/6/2027		NR	3.40	3.40	4.28	7/6/2027
26	91282CFB2	T 2 3/4 07/31/27	0.5%	250,000	2.75	9/1/2022	7/31/2027		AAA	3.29	3.29	4.41	7/31/2027
27	14042RTN1	COF 3.4 08/10/27	0.5%	245,000	3.40	8/10/2022	8/10/2027		NR	3.40	3.40	4.37	8/10/2027
28	3133ENG87	FFCB 2.92 08/17/27	0.5%	250,000	2.92	9/1/2022	8/17/2027		AAA	3.33	3.33	4.43	8/17/2027
29	91282CFH9	T 3 1/8 08/31/27	0.5%	250,000	3.13	9/1/2022	8/31/2027		AAA	3.27	3.27	4.46	8/31/2027
30	87164WR59	SYF 3 1/2 09/09/27	0.5%	245,000	3.50	9/9/2022	9/9/2027		NR	3.50	3.50	4.95	9/9/2027
31	89235MPB1	TOYFBN 3.6 09/09/27	0.5%	245,000	3.60	9/9/2022	9/9/2027		NR	3.60	3.60	4.95	9/9/2027
32	732329BD8	PCEFED 3 1/2 09/15/27	0.5%	249,000	3.50	9/15/2022	9/15/2027		NR	3.50	3.50	4.96	9/15/2027
	TOTAL and AVI	RAGES		48,700,000	2.02		1.81 yrs	1.81 yrs		3.01	3.01	1.72	

^{*} Semi-Annual interest payment

4 Report Date: 9/30/2022

^{**} Yields calculated using cost price, at settlement date

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



NOVEMBER 22, 2022

REPORT

STATUS OF AND PROPOSED MODIFICATIONS TO PITCH-IN PARAMOUNT NEIGHBORHOOD CLEAN-UP PROGRAM

MOTION IN ORDER:

1) APPROPRIATE AN ADDITIONAL \$29,000 FROM THE GENERAL FUND AVAILABLE BALANCE TO THE FY 2022-23; AND, 2) APPROVE THE ADDITION OF ONE ANNUAL NEIGHBORHOOD CLEAN-UP EVENT TO THE PITCH-IN PARAMOUNT PROGRAMMING SCHEDULE.

MOTION:	ROLL CALL VOTE:
MOVED BY:	AYES:
SECONDED BY:	NOES:
[] APPROVED	ABSENT:
[] DENIED	ABSTAIN:

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To: Honorable City Council

From: John Moreno, City Manager

By: Margarita Matson, Public Safety Director

Steven Coumparoules, Community

Preservation Manager

Date: November 22, 2022

Subject: STATUS OF AND PROPOSED MODIFICATIONS TO PITCH-IN

PARAMOUNT NEIGHBORHOOD CLEAN-UP PROGRAM

BACKGROUND

The City of Paramount's efforts to reduce blight and beautify the community has been among its highest priorities for decades through robust community cleanup programs, code enforcement, funding to help remodel aging buildings, and aesthetic requirements for new development. Beginning with the "Lookin' Good Paramount" program in the 1980s, concentrated efforts to keep the City beautiful evolved into the "Pitch-In Paramount" program with a goal of mitigating public blight. The following report provides an update on the City's community preservation initiatives through these programs, as well as analysis of future trends and recommendations.

DISCUSSION

Lookin' Good Paramount

High crime rates coupled with high unemployment facing Paramount in the 1980s contributed to low income households, low property values, and low home ownership percentages. By 1981, a study by the Rand Corporation labeled the City an "urban disaster area."

Collectively, these conditions contributed to blighted areas along arterial and residential streets. In response, a grassroots revitalization effort driven by local volunteers and stakeholders comprised of local clergy members and community groups partnered with the City to launch the Lookin' Good Paramount program. The objective was to cleanup residential neighborhoods in targeted areas using volunteers from faith-based organizations and City resources. The City provided dozens of staff and paid for supplies, materials, transportation, and prep work on identified homes. The program operated over 12-week intervals, three times a year, providing free bulky item removal, landscaping, house painting, driveway and walkway repair, fencing installation, and a host of other services at no cost. The Lookin' Good Paramount remains among the City's most ambitious and aggressive programs offered, serving hundreds of Paramount residents and setting the course for beatification efforts over the decades to follow.

Community Transformation

Over the next couple of decades, the success of the Lookin' Good Paramount program was evident, as property values began to rise, crime rates began to fall, and large retail businesses started to open in Paramount. By the 2000s, the City had fully reinvented itself, boasting well maintained roads, lush greenery and landscapes, and a thriving local economy. This transformation was embraced by residents, who enjoyed a renewed sense of pride in their community and its condition. This has led to an increase in individual property maintenance and much less severe instances of public blight.

Crime Rates

Violent and major crime significantly impacted the community during the program's inception in the late 1980s. Part 1 crimes were in the midst of experiencing substantial year over year growth, going from 3,668 incidents in 1989 to a peak of 4,180 in 1994. The City developed a proactive approach to combat this disturbing trend, implementing initiatives like Gang Resistance is Paramount (GRIP), TARGET, Strategies Against Gang Environments (SAGE), the Special Assignment Officer (SAO) team, Neighborhood Watch programs, and much more. These solutions were effective, resulting in an astonishing 60% decline in Part 1 crime over the next 25 years, culminating with a low of 1,585 offenses in 2020.

Economic Development

By the late 1990s, bustling Town Centers East and West had opened, and Downtown Paramount was on its way again to becoming a vibrant business district serving local residents and workers. As substantial sales tax providers, Walmart opened its first Southeast Los Angeles County outlet in Paramount in 1994, and Home Depot opened in Paramount in 2002. Collectively, the overall positive impact has spilled over to many other parts of the City, with tangible results: retail sales soared by 49% compared to the rest of Los Angeles County during the same period of time at only 24%.

Between 1985 and 2006, the City facilitated some 260 commercial rehabilitation projects using federal Housing and Urban Development (HUD) Community Development Block Grant (CDBG) and Paramount Redevelopment Agency funds, with over \$7 million in public investment and \$2.5 million in private investment.

Property Values

These "all hands on deck" efforts to improve Paramount into a city of clean, attractive neighborhoods paid off. In 1980, average household income in the City was \$17,919, and the median home value was \$62,700. By 2010, the average household income rose to \$41,333, and the median property value was \$190,000. In 2020, the average household income continued to rise to \$57,313, and the median property value was \$388,300. Astoundingly, the median property value for September 2022 dramatically rose to \$605,000.

Home Improvement Program

To assist with improving property values, between 1990 and 2006, the City facilitated 346 residential rehabilitation projects using federal Housing and Urban Development (HUD) Community Development Block Grant (CDBG) funds, with over \$3.8 million in public investment and \$1.23 million in private investment.

Recognition and Accolades

Stories of Paramount's revitalization have appeared in national and local media outlets, including the Los Angeles Times, on PBS television, in the New York Times and in the newsletter of the International Economic Council. The following are some excerpts:

- "There is much this little city can teach its neighbors about personal responsibility, respect for others, optimism, enthusiasm, risk taking, trust and generosity of spirit."
 Long Beach Press-Telegram, "Lessons from a Little City," March 31, 1997
- "In this once rundown and gang-ridden outpost south of Los Angeles, the new white picket fences bordering front yards on street after street are just one sign of a citywide makeover that is as pervasive as the plummeting crime rate." New York Times, "A City Climbs Out of the Doldrums," March 26, 2002
- "The city has gone from danger and decay to flower beds and Starbucks." KCET Channel 28, "Life and Times," April 8, 2002
- "Today, Paramount is known for pocket parks and picket fences . . . no longer a model of suburban blight . . ." Los Angeles Times, Editorial, April 26, 2004
- "In an interview at a scholarship fundraiser, which featured wine-tasting and live jazz beneath the stately sycamores and elms of Progress Park, Paramount Mayor Peggy Lemons said, 'We've come a long way, baby. . ." Los Angeles Times, "Where Picket Fences Make Good Neighborhoods." June 25, 2007

Pitch-in Paramount

Today, the City continues its community preservation and cleanup efforts through the Pitch-In Paramount program. The Pitch-In Paramount program consists of four annual events: two neighborhood clean-ups and two waste disposal drop off events. Neighborhood focused clean-ups identify three block areas of single-family residences from which to provide services, including the collection of large bulky items, parkway landscaping, wall murals, installation of smoke detectors, house painting, and other improvement projects. These events serve as an opportunity to create meaningful change for private properties and public spaces.

Challenges

Recently, there has been a significant decrease in the number and availability of active volunteers for programs like Pitch-In Paramount, which has led to a more pronounced reliance on City resources to staff and fund the initiative. Unlike participation for the Lookin' Good Paramount projects which had consistent ongoing commitments from 50-100 faith-based volunteers participating at each weekly event, current faith based groups have been able to secure 12 total volunteers on a quarterly basis. The remaining workforce for each event must be made up by City staff, hired contractors, or youth group volunteers that require additional management and oversight. This has substantially increased the costs of each event.

Neighborhood Clean-Up Costs

- City Staff \$5,200
- Los Angeles County Sheriff's Department (LASD) Personnel \$3,700
- Contracted Services \$12,000
- Equipment, Supplies, Materials \$8,100
- Total \$29,000

Clutter-Free Waste Disposal Costs

- City Staff \$4,700
- Equipment, Supplies, Materials \$9,500
- Total \$14,200

The Pitch-In Paramount program is successful and there remains an identified need for this continued service in the community.

Recommended Enhancements

To continue the proactive approach that the City has historically undertaken to mitigate blight and beautify Paramount, staff recommends modest enhancements to the current Pitch-In Paramount program. One such recommendation is the addition of one annual neighborhood cleanup event, which would expand the total number of Pitch-In Paramount events from four to five. The inclusion of this supplemental cleanup would allow the City to reach neighborhoods with developing blight in an effort to curtail negative impacts before they became significant issues. Adding a single event would also allow us to operate within the confines of the City's current staffing and resources, especially considering that volunteerism has declined over the years. An evaluation would then be conducted at the completion of the annual event schedule to assess future program needs for potential expansion or contraction.

FISCAL IMPACT

The cost of the Pitch-In Paramount program varies depending on the scope of neighborhood improvements needed. The FY 2022-23 Adopted Budget includes \$86,400

utilizing General Fund money to cover the two neighborhood clean-ups and two waste disposal drop off events. Staff recommends that the City Council appropriate an additional \$29,000 from the General Fund for the addition of one annual neighborhood clean-up event to the Pitch-In Paramount programming schedule.

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 Outcomes No. 1: Safe Community and No. 6: Attractive and Well-Maintained Infrastructure.

RECOMMENDED ACTION

Staff recommends that the City Council 1) Approve the addition of one annual neighborhood clean-up event to the Pitch-In Paramount programming schedule; and, 2) Appropriate an additional \$29,000 from the General Fund available balance to the FY 2022-23.

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NOVEMBER 22, 2022

RESOLUTION NO. 22:050

"A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PARAMOUNT AMENDING THE ADMINISTRATIVE SERVICES AGREEMENT WITH EMPOWER RETIREMENT, LLC FOR 457(b) AND 401(a) DEFERRED COMPENSATION PLAN RECORDKEEPING AND PROVIDER SERVICES"

MOTION IN ORDER:

READ BY TITLE ONLY AND ADOPT RESOLUTION NO. 22:050.

MOTION:	ROLL CALL VOTE:
MOVED BY:	AYES:
SECONDED BY:	NOES:
[] APPROVED	ABSENT:
[] DENIED	ABSTAIN:



REPORT

To: Honorable City Council

John Moreno, City Manager From:

Andrew Vialpando, Assistant City Manager By:

Date: November 22, 2022

Subject: **RESOLUTION NO. 22:050**

> AMENDING THE ADMINISTRATIVE SERVICES AGREEMENT WITH EMPOWER RETIREMENT, LLC FOR 457(b) AND 401(a) DEFERRED COMPENSATION PLAN RECORDKEEPING AND PROVIDER SERVICES

BACKGROUND

As part of its benefits package, the City of Paramount offers Defined Contribution Plans to its full-time and part-time employees through a 457(b) deferred compensation plan. Contributions to the 457(b) plan for full-time employees is optional, as it supplements CalPERS retirement benefits. Because the City does not participate in social security, the City automatically enrolls part-time employees who are ineligible for CalPERS in the Part-time Season (PTS) 457(b) deferred compensation plan and pays their contribution fees.

Additionally, there is only one full-time employee who is grandfathered into a 401(a) plan that was established in 1993, which is now a discontinued plan for new employees as of Fiscal Year 2010-11. Collectively, these plans allow City employees to supplement their retirement by deferring the payment of taxes on a portion of their current compensation.

On November 7, 2017, the City Council approved a five-year agreement with Mass Mutual Retirement Services to service the 457(b) and 401(a) plans (also known as a "record keeper"), expiring November 2022. In April 2022, the City was informed that Empower Retirement, LLC purchased Mass Mutual and its assets. The City subsequently accepted the reassignment of the agreement to Empower Retirement, LLC for the remainder of the initial five-year term.

The combined plans, currently serviced by Empower Retirement, LLC, have approximately 130 full-time and 519 part-time participants and assets of approximately \$12.3 million as of June 30, 2022.

DISCUSSION

Since 2017, staff has worked closely with fiduciary consultants from Hyas Group, LLC to assist staff with administering and monitoring the Defined Contribution Plans. As part of their scope of work, Hyas Group, LLC recently engaged with Empower Retirement, LLC to negotiate updated terms and conditions, and successfully negotiated reduced administrative fees for its 457(b) and 401(a) record keeper services.

The current reassigned agreement with Empower Retirement, LLC carried over the Recordkeeping (RK) administrative fee negotiated with Mass Mutual in 2017, which was 14 basis points. This means that for every \$10,000 in assets, participants (employees) paid \$14 to Empower for their services. After successful negotiations, Empower has agreed to lower the RK fee to 10 basis points. The total balance of all employee 457(b) deferred compensation accounts has increased over the years which has enabled the City to negotiate these plan enhancements which will result in cost-savings to plan participants. The proposal submitted by Empower Retirement, LLC is attached (Attachment A)

A benchmark table illustrating the City's new competitive rate with Empower Retirement, LLC when compared to 12 other agencies with similar portfolios is attached (Attachment B).

Staff is recommending that the City Council accept the proposed amended terms submitted by Empower Retirement, LLC for Defined Contribution Plans recordkeeping services and authorize the City Manager, or designee to renew its Administrative Services Agreement with Empower Retirement, LLC for an additional five year period.

FISCAL IMPACT

There is no fiscal impact to the City for Full-time 457(b) Plan participants because RK fees are paid by each participant. With a new RK fee of 10 basis points, it is estimated the City will yield an overall cost savings of approximately 28.5% or \$4,929 annually for its Full-time Plan participants. The average cost savings per full-time participant plan is \$38 annually. These savings will compound over time and can become hundreds, even thousands of dollars in employee savings over a career at the City.

VISION, MISSION, VALUES, AND STRATEGIC OUTCOMES

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

RECOMMENDED ACTION

It is recommended that the City Council adopt Resolution No. 22:050 amending the Administrative Services Agreement with Empower Retirement, LLC for 457(b) and 401(a) Deferred Compensation Plan recordkeeping and provider services; and, Authorize the City Manager, or designee, to execute the amended Agreement.

Attachments:

- A Empower Retirement, LLC Proposal for reduced RK fees
- B Rate Benchmark Comparison

EMPOWER®

Transforming financial lives through advice, people and technology to empower financial freedom for all.

City of Paramount

PROPOSAL FOR RECORDKEEPING AND ADMINISTRATIVE SERVICES

November 7, 2022



Follow-Up Questions

Empower's net recordkeeping revenue requirement is 0.10%.

Number of annual service days (breakout between on-site and virtual).

Prior to COVID, the cadence of on-site meetings was one day of meetings offered each quarter. Post-COVID, virtual and telephone financial counseling meeting dates are offered monthly. We commit to one day in-person per quarter.

Required utilization of any proprietary investment product or services. Please note exit provisions, expense ratio and crediting rate for any capital preservation product.

There is no proprietary investment requirement. The plan utilizes a SAGIC account (currently earning 3.05%) that has an expense of 32 basis points.

Please also include performance guarantees for Empower services during the contract term. The service guarantees should include but may not be limited to:

 Guarantee regarding smooth transition from Mass Mutual to Empower systems - similar to a transition guarantee. Other record keepers have put a year of recordkeeping revenue up to \$50,000 on the line to ensure a smooth systems guarantee.

Empower does not provide guarantees for a migration from MassMutual to Empower.

Cybersecurity guarantees.

Empower stands behind its online security with the Empower Retirement Security Guarantee. This guarantee states we will restore losses from your account that occur because of unauthorized transactions through no fault of your own. For more information, click on Empower Security Guarantee to view.

Response-time guarantees to include all inquiries (emails, phone calls, etc.).

While we do not provide service level guarantees for this specific metric - Our standard is to address all correspondences within 2 business days. If the city experiences anything other than our standard – please escalate to the VP responsible for the service team.

Confirm that an Empower representative will briefly summarize the results of performance guarantees at least annually at a Committee meeting.

Confirmed. José Mireles will provide this service.

Provide any additional guarantees you believe to be appropriate for the City.

Our standard SLA's for a core plan are applicable.



Empower Disclosures

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Empower refers to the products and services offered by Empower Annuity Insurance Company of America and its subsidiaries, including Prudential Retirement Insurance and Annuity Company and Empower Retirement, LLC. This material is for informational purposes only and is not intended to provide investment, legal or tax recommendations or advice.

Securities, when presented, are offered and/or distributed by Empower Financial Services, Inc., Member FINRA/SIPC. EFSI is an affiliate of Empower Retirement, LLC; Empower Funds, Inc.; and registered investment adviser Empower Advisory Group, LLC. This material is for informational purposes only and is not intended to provide investment, legal or tax recommendations or advice.

Securities, when presented, are offered and/or distributed by Empower Financial Services, Inc., Member FINRA/SIPC. EFSI is an affiliate of Empower Retirement, LLC; Empower Funds, Inc.; and registered investment adviser Empower Advisory Group, LLC. Brokerage services such as clearing, settlement, custody and other similar functions are provided by Pershing LLC, Member FINRA/NYSE/SIPC and a wholly owned subsidiary of The Bank of New York Mellon Corporation. Additional information may be obtained by calling 877-788-6261. EFSI and Pershing are separate, unaffiliated brokerage firms. Brokerage accounts are subject to EFSI review and approval. This material is for informational purposes only and is not intended to provide advice, investment, legal or tax recommendations.

As of June 30, 2022. Information refers to all retirement business of Empower Annuity Insurance Company of America (EAIC) and its subsidiaries, including Empower Retirement, LLC; Empower Life & Annuity Insurance Company of New York (ELAINY); and Prudential Retirement Insurance & Annuity Company (PRIAC), marketed under the Empower brand. EAIC's consolidated total assets under administration (AUA) were \$1,289.3B. AUA is a non-GAAP measure and does not reflect the financial stability or strength of a company. As of June 30, 2022, EAIC's statutory assets total \$77.2B and liabilities total \$74.3B. ELAINY's statutory assets total \$6.9B and liabilities total \$6.7B. PRIAC's statutory assets total \$82.1B and liabilities total \$80.8B.

On August 1, 2022, Empower announced that it is changing the names of various companies within its corporate group to align the names with the Empower brand. For more information regarding the name changes, please visit empower.com/name-change.

The Empower Institute is a research group within Empower Retirement, LLC.

My Financial Path includes products made available by Empower Retirement, LLC and third-party providers outside the benefits provided under your retirement account.

Point-in-time advice provided by an Empower representative may help account owners with reviewing investment options, consolidating outside retirement accounts and rollovers, and providing retirement investment advice and education related to financial goals.

Retirement Plan Advisors act as Empower Advisory Group, LLC, investment adviser representatives when providing investment counseling or recommendations and as Empower Financial Services, Inc. registered representatives when executing transactions.

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[Online Advice service name] and [Managed Account service name] are part of the [suite of services name] offered by [AMA Advisor Firm Name] through Empower Advisory Group, LLC, a registered investment adviser. [AMA Advisor Firm Name] is not affiliated with EAG. [AMA Advisor Firm Name] may pay some or the entire participant [suite of services name] fees to EAG as subadviser for [AMA Advisor Firm Name].

Empower Annuity Insurance Company of America (EAIC) receives payments from some investment fund families through the Empowering Fund Partnership Program ("EFPP"). Under the EFPP, fund families receive several services based on the EFPP tier in which they participate. These services are provided directly to fund families and include: (i) consideration for inclusion in Empower products developed for some segments of the retirement and IRA market, (ii) inclusion on the Empower Select investment platform, which is available in the small plan recordkeeping market, (iii) a waiver of the connectivity fee described below, (iv) enhanced marketing opportunities, (v) additional reporting capabilities, (vi) collaboration in thought leadership opportunities, (vii) access to meetings with Empower leadership, Empower staff, and the third party advisory and brokerage firms through whom Empower distributes its services, and (viii) access to conferences put on by Empower. The yearly fees for EFPP participation are \$1,000,000 for tier 1 and \$500,000 for tier 2. These fees do not vary based on an Empower client's use of the funds offered by the fund family

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City of Paramount

Program from the fund family. For more details regarding our fund partner program please refer to the following: https://docs.empower-retirement.com/advisor/Empowering-Fund-Partnership-Disclosure.pdf

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ATTACHMENT B

City of Paramount

Defined Contribution Plans
Plan Fee Benchmark - November 2022

CLIENT	ASSETS	NUMBER OF PARTICIPANTS	AVERAGE BALANCE	RK FEE (% OF ASSETS)	RK FEE (PER \$10,000 BAL)	RECORDKEEPER
Client 1	\$15,981,235	478	\$33,434	0.090%	\$9	MissionSquare
Client 2	\$15,419,335	242	\$63,716	0.100%	\$10	MissionSquare
Client 3	\$17,267,792	112	\$154,177	0.105%	\$11	MissionSquare
Client 4	\$11,982,794	164	\$73,066	0.115%	\$12	Vanguard
Client 5	\$10,850,846	135	\$80,377	0.125%	\$13	Newport
Paramount (Current)	\$12,322,805	130	\$94,791	0.140%	\$14	Empower
Client 6	\$16,338,419	769	\$21,246	0.144%	\$14	Nationwide
Client 7	\$13,424,334	270	\$49,720	0.175%	\$18	MissionSquare
Client 8	\$18,871,483	282	\$66,920	0.180%	\$18	Nationwide
Client 9	\$10,297,643	113	\$91,130	0.190%	\$19	MissionSquare
Client 10	\$17,125,830	302	\$56,708	0.250%	\$25	Fidelity
Client 11	\$14,853,186	1,261	\$11,779	0.320%	\$32	Principal
Client 12	\$13,362,847	639	\$20,912	0.390%	\$39	VALIC
Client 13	\$14,472,289	179	\$80,851	0.703%	\$70	Nationwide
Average	\$14,469,345	363	\$64,202	0.216%	\$22	-
Median	\$14,662,737	256	\$65,318	0.160%	\$16	-
Paramount (Current)	¢12 222 00E	130	¢0.4.701	0.140%	\$14	Empower
Paramount (Proposed)	\$12,322,805	130	\$94,791	0.100%	\$10	Empower

Data derived from plan record keepers. Data as of 6/30/20222. Rasch Cousineau, Senior Consultant, rcousineau@hyasgroup.com. Hyas Group is a business of Morgan Stanley.

CITY OF PARAMOUNT LOS ANGELES COUNTY, CALIFORNIA

RESOLUTION NO. 22:050

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PARAMOUNT AMENDING THE ADMINISTRATIVE SERVICES AGREEMENT WITH EMPOWER RETIREMENT, LLC FOR 457(b) AND 401(a) DEFERRED COMPENSATION PLAN RECORDKEEPING AND PROVIDER SERVICES

WHEREAS, as part of its benefits package, the City of Paramount offers Defined Contribution Plans to its full-time and part-time employees through a 457(b) deferred compensation plan; and

WHEREAS, on November 7, 2017, the City Council approved a five-year agreement with Mass Mutual Retirement Services to service the 457(b) and 401(a) plans (also known as a "record keeper"), expiring November 2022; and

WHEREAS, in April 2022, the City was informed that Empower Retirement, LLC purchased Mass Mutual and its assets and the City subsequently accepted the reassignment of the agreement to Empower Retirement, LLC for the remainder of the initial five-year term; and

WHEREAS, the City's fiduciary consultant Hyas Group, LLC recently engaged with Empower Retirement, LLC to negotiate updated terms and conditions, and successfully negotiated reduced administrative fees for its 457(b) and 401(a) record keeper services; and

WHEREAS, Empower Retirement, LLC has agreed to lower the Recordkeeping RK fee from 14 basis points to 10 basis points.

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 authorizes an amendment to the Administrative Services Agreement with Empower Retirement, LLC, and authorizes the City Manager to enter into an amended agreement with Empower Retirement, LLC based on the proposed terms and reduced Recordkeeping fee as shown in the Proposal for Recordkeeping and Administrative Services 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 AD Paramount this 22 nd day of November 20		by the	City	Council	of t	he	City	of
	Vilm	a Cuella	ar Stal	lings, Ma	yor			
ATTEST:								
Heidi Luce, City Clerk								

EMPOWER®

Transforming financial lives through advice, people and technology to empower financial freedom for all.

City of Paramount

PROPOSAL FOR RECORDKEEPING AND ADMINISTRATIVE SERVICES

November 7, 2022



Follow-Up Questions

Empower's net recordkeeping revenue requirement is 0.10%.

Number of annual service days (breakout between on-site and virtual).

Prior to COVID, the cadence of on-site meetings was one day of meetings offered each quarter. Post-COVID, virtual and telephone financial counseling meeting dates are offered monthly. We commit to one day in-person per quarter.

Required utilization of any proprietary investment product or services. Please note exit provisions, expense ratio and crediting rate for any capital preservation product.

There is no proprietary investment requirement. The plan utilizes a SAGIC account (currently earning 3.05%) that has an expense of 32 basis points.

Please also include performance guarantees for Empower services during the contract term. The service guarantees should include but may not be limited to:

 Guarantee regarding smooth transition from Mass Mutual to Empower systems - similar to a transition guarantee. Other record keepers have put a year of recordkeeping revenue up to \$50,000 on the line to ensure a smooth systems guarantee.

Empower does not provide guarantees for a migration from MassMutual to Empower.

Cybersecurity guarantees.

Empower stands behind its online security with the Empower Retirement Security Guarantee. This guarantee states we will restore losses from your account that occur because of unauthorized transactions through no fault of your own. For more information, click on Empower Security Guarantee to view.

Response-time guarantees to include all inquiries (emails, phone calls, etc.).

While we do not provide service level guarantees for this specific metric - Our standard is to address all correspondences within 2 business days. If the city experiences anything other than our standard – please escalate to the VP responsible for the service team.

Confirm that an Empower representative will briefly summarize the results of performance guarantees at least annually at a Committee meeting.

Confirmed. José Mireles will provide this service.

Provide any additional guarantees you believe to be appropriate for the City.

Our standard SLA's for a core plan are applicable.



Empower Disclosures

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As of June 30, 2022. Information refers to all retirement business of Empower Annuity Insurance Company of America (EAIC) and its subsidiaries, including Empower Retirement, LLC; Empower Life & Annuity Insurance Company of New York (ELAINY); and Prudential Retirement Insurance & Annuity Company (PRIAC), marketed under the Empower brand. EAIC's consolidated total assets under administration (AUA) were \$1,289.3B. AUA is a non-GAAP measure and does not reflect the financial stability or strength of a company. As of June 30, 2022, EAIC's statutory assets total \$77.2B and liabilities total \$74.3B. ELAINY's statutory assets total \$6.9B and liabilities total \$6.7B. PRIAC's statutory assets total \$82.1B and liabilities total \$80.8B.

On August 1, 2022, Empower announced that it is changing the names of various companies within its corporate group to align the names with the Empower brand. For more information regarding the name changes, please visit empower.com/name-change.

The Empower Institute is a research group within Empower Retirement, LLC.

My Financial Path includes products made available by Empower Retirement, LLC and third-party providers outside the benefits provided under your retirement account.

Point-in-time advice provided by an Empower representative may help account owners with reviewing investment options, consolidating outside retirement accounts and rollovers, and providing retirement investment advice and education related to financial goals.

Retirement Plan Advisors act as Empower Advisory Group, LLC, investment adviser representatives when providing investment counseling or recommendations and as Empower Financial Services, Inc. registered representatives when executing transactions.

Empower Advisory Services refers to the advisory services offered by Empower Advisory Group, LLC, such as My Total Retirement and Online Advice. EAG uses Morningstar Investment Management LLC to provide subadvisory services. EAG and Morningstar Investment Management are unaffiliated registered investment advisers. Morningstar Investment Management is a subsidiary of Morningstar, Inc. EAG is a subsidiary of Empower Annuity Insurance Company of America. Morningstar is a registered trademark of Morningstar, Inc. ©2022 Morningstar, Inc. Future results are not guaranteed by EAG, Morningstar Investment Management or any other party.

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City of Paramount

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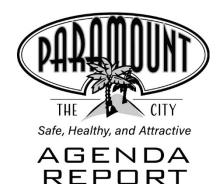


AMENDMENT NO. 1 TO THE AGREEMENT WITH THE HYAS GROUP FOR CONSULTING SERVICES FOR MANAGING THE CITY'S 457(b) DEFERRED COMPENSATION PLAN, 401(a) DEFINED CONTRIBUTION PLAN, AND PART-TIME SEASONAL PLANS

MOTION IN ORDER:

APPROVE AMENDMENT NO. 1 TO THE AGREEMENT WITH HYAS GROUP, LLC IN AN ANNUAL AMOUNT OF \$20,000 FOR A THREE-YEAR TERM, WITH THE OPTION TO EXTEND FOR TWO ADDITIONAL ONE-YEAR PERIODS AND AUTHORIZE THE CITY MANAGER, OR DESIGNEE, TO EXECUTE THE AGREEMENT.

MOTION:	ROLL CALL VOTE:
MOVED BY:	AYES:
SECONDED BY:	NOES:
[] APPROVED	ABSENT:
[] DENIED	ABSTAIN:



To: Honorable City Council

From: John Moreno, City Manager

By: Kim Sao, Finance Director

Anthony Martinez, Senior Management Analyst

Date: November 22, 2022

Subject: AMENDMENT NO. 1 TO THE AGREEMENT WITH THE HYAS GROUP

FOR CONSULTING SERVICES FOR MANAGING THE CITY'S 457(B) DEFERRED COMPENSATION PLAN, 401(A) DEFINED CONTRIBUTION

PLAN, AND PART-TIME SEASONAL PLANS

BACKGROUND

At its meeting on March 21, 2017, the City Council approved an agreement with the Hyas Group, LLC for fiduciary advisory and consulting services set to expire in February 2023. Staff is recommending amending the agreement with the Hyas Group, LLC to provide for an additional three-year term with the option to renew for two additional one-year terms.

DISCUSSION

The City of Paramount sponsors and manages the employee's 457(b) Deferred Compensation Plan, 401(a) Defined Contribution Plan, and Part-Time Seasonal Plans for its employees. The City's combined plans, have approximately 130 full-time and 519 part-time participants and assets of approximately \$12.3 million as of June 30, 2022. Under the California State Constitution, Article XVI Section 17, government entities that sponsor a 457(b) and/or 401(a) plan have fiduciary responsibilities to ensure that the operation and investment of the public retirement plan is for the exclusive purpose of providing benefits to participants and beneficiaries. The fiduciary responsibilities are to oversee investment of the assets of the portfolio, Administer the plan, and engage in a prudent process for making all decisions related to the operation of the plan, including decisions related to the plan's investments and related services.

Due to the complexity of the investment process and responsibilities, it is prudent for the City to retain a fiduciary expert to assist and act as co-fiduciaries of the City's Defined Contributions Plan. Staff is pleased with the services provided by Hyas. In 2017, after the City discontinued its contract with ICMA, Hyas assisted the City with searching for a record keeper that resulted in the City selecting a Defined Contributions Plan provider that offers much more competitive basis points and dividends for the members.

In its engagement with the City, Hyas has also provided investment advisory and consulting services for the employee plans, implemented a due diligence process for the City to follow to ensure the City is meeting its fiduciary responsibilities consistent with the

Employee Retirement Income Security Act (ERISA), and recently negotiated a lower record keeper fee with the City's Defined Contribution Plan provide, Empower.

FISCAL IMPACT

Payments to the Hyas Group are made directly through fees from the 457(b) and 401(a), Plans, resulting in no financial impact to the City with the agreement. If approved by the City Council, the agreement with the Hyas Group, LLC would renew for a term of three years with the option to renew for two additional one-year terms at an annual cost of \$20,000 that will be paid by the participants.

VISION, MISSION, VALUES, AND STRATEGIC OUTCOMES

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

RECOMMENDED ACTION

It is recommended that City Council approve Amendment No. 1 to the agreement with Hyas Group, LLC in an annual amount of \$20,000 for a three-year term, with the option to extend for two additional one-year periods and authorize the City Manager, or designee, to execute the agreement.

Attachments: 1. Amendment to Agreement

- 2. Hyas Group Proposal
- 3. Original Agreement

FIRST AMENDMENT TO THE CONSULTANT SERVICES AGREEMENT WITH HYAS GROUP, LLC

THIS FIRST AMENDMENT TO THE CONSULTANT SERVICES AGREEMENT ("AMENDMENT") is made and entered into this 22nd day of November 2022 between the City of Paramount, a municipal corporation in Los Angeles County, California, (hereinafter "CITY") and Hyas Group, LLC, an Oregon limited liability company (hereinafter "CONSULTANT") (collectively, "the Parties"), and amends that certain agreement between CONSULTANT and CITY approved by the City Council on March 21, 2017 ("AGREEMENT").

RECITALS

WHEREAS, CITY and CONSULTANT entered into that certain AGREEMENT on March 1, 2017, whereby CONSULTANT would manage the CITY'S 457(B) Deferred Compensation Plan, 401(A) Defined Contribution Plan, and Part-time Seasonal Plans; and

WHEREAS, the AGREEMENT for said fiduciary advisory and consulting services is set to expire in February, 2023; and

WHEREAS, CITY and CONSULTANT each desire to amend the term of said AGREEMENT.

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

1. SECTION 2 – SERVICES:

The CONSULTANT shall provide those Services as more particularly described in the INVESTMENT CONSULTING SERVICES PROPOSAL attached hereto as Exhibit "A" and incorporated herein by reference as if fully set forth herein. In the event of any conflict between CONSULTANT's proposal and this AMENDMENT, the terms of the AMENDMENT shall apply.

<u>2.1 Term of Services.</u> The term of this Agreement shall begin on March 1, 2023, and shall continue for an additional three (3) year term with the option by CITY to renew the Agreement for two (2) additional one (1) year terms.

2. SECTION 3 – COMPENSATION:

3.1 Consultant Services. In accordance with Exhibit "A", Consultant shall be paid a fixed, annual fee of \$20,000 for the term(s) stated in Section 2.1. The annual

fee will be billed in quarterly installments of \$5,000; such payments shall be CONSULTANT'S sole compensation, including travel and all other expenses for its rendering of the Services and preparation and delivery of the CONSULTANT Work Product. No claims for additional compensation, whether for additional work or otherwise, under the Scope of Work shall be allowed unless such additional compensation and work, if applicable, is authorized by CITY in writing.

- 3. <u>Full Force and Effect.</u> Except as herein modified, all other provisions of the AGREEMENT dated March 1, 2017, shall remain unmodified and continue in full force and effect.
- 4. <u>Counterparts</u>. This Amendment may be executed in counterparts, each of which shall be deemed an original and all of which together shall constitute but one instrument. A facsimile signature shall be deemed an original signature.

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

HYAS GROUP LLC

CITY OF PARAMOUNT

off of Fatamoon	TITAG GROOF, LEG	
By:	By: Rasch Cousineau Senior Consultant	
ATTEST:		
By: Heidi Luce, City Clerk		
APPROVED AS TO FORM:		
Ву:		
John E. Cavanaugh, City Attorney		

Exhibit "A"

HYAS GROUP

Investment Consulting Services Proposal

City of Paramount 457(b), 401(a), and PTS Plans

November 2022

CONTACT INFORMATION

Rasch Cousineau, Senior Consultant (702) 898-0441| rcousineau@hyasgroup.com 9755 SW Barnes Road, Suite 660 | Portland, OR 97225

INTRODUCTION

The Hyas Group is a specialized consulting firm and has been working with institutional plan consulting clients exclusively since its inception. Based in the Pacific Northwest with a national client base, we have only one line of business—institutional plan consulting. The Firm is registered with the Securities Exchange Commission (SEC) as an investment advisory firm.

In September 2021, the Hyas Group joined Morgan Stanley's institutional consulting business and is now a wholly owned subsidiary of Morgan Stanley. The Firm continues to operate as a separate legal entity, maintaining its employees, firm name, and offices. The Hyas Group's investment consulting practice remains focused on servicing our clients and their participants and beneficiaries.

HYAS GROUP CLIENT BASE

The Hyas Group has a robust client list and works with clients in the governmental, corporate, and not-for-profit sectors. We advise over \$45 billion in client assets as of June 30, 2022, more than 90% of which is comprised of state, city, county, and other governmental municipalities and special districts. Our firm continues to grow; and with each new client we engage, we aim to improve the metrics of their retirement program with a thorough review of investment offerings, enhanced participant engagement, cost reduction, plan design enhancements, and policy development.

Assisting with plan governance, reviewing and updating plan documents, educating Committee members and staff, conducting quarterly plan reviews (both fees and investments), completing investment searches and providing Request for Proposal (RFP) services for outside vendors are all primary focuses of the senior consultants at the Hyas Group.

A LEADER IN THE PUBLIC SECTOR INDUSTRY

According to the *June 2022 PIMCO US DC Consulting Study*, the Hyas Group is one of the nation's largest firms serving large/mid-sized plans in the defined contribution (DC) plan market. This study includes 36 consulting and advisory firms who serve over 37,000 clients with aggregate DC assets in excess of \$6.9 trillion. Furthermore, and unique among the surveyed consulting firms, the Hyas Group provides nearly all of the investment consulting services referenced in the survey, making our firm's comprehensive model ideal for assisting clients in fulfilling their fiduciary duties to employees, participants, and beneficiaries. In addition, fee analysis and recordkeeping search services have been a primary area of growth for the Hyas Group, further validating our belief in the importance of helping plan sponsors to benchmark their plans and obtain the highest degree of services from their plan provider.

- Ranked #1: 457 Consulting Firm % of assets under management (AUM)
- Ranked #1: 457 Consulting Firm % of total clients
- Ranked #1: 457 Consulting Firm number of clients
- 3x industry average in 457 AUM

Source: PIMCO (June 2022) June 2022 PIMCO 2022 ranking awarded in 2022 and based upon assets as of December 2021. This ranking was determined based on an evaluation process conducted by PIMCO during the period as of December 2021 through June 2022. Neither Hyas Group, Morgan Stanley Smith Barney LLC nor its employees paid a fee to PIMCO to obtain or use the ranking. This ranking is based on in-person and telephone due diligence meetings to evaluate each advisor qualitatively, a major component of a ranking algorithm that includes client retention, industry experience, review of compliance records, firm nominations, and quantitative criteria, including assets under management and revenue generated for their firms. Investment performance is not a criterion. Rankings are based on the opinions of PIMCO and this ranking may not be representative of any one client's experience. This ranking is not indicative of Hyas Groups future performance. Morgan Stanley Smith Barney LLC or Hyas Group are not affiliated with PIMCO.. PIMCO is a trademark of Allianz Asset Management of America L.P. in the United States and throughout the world. All rights reserved.

Specifically, the Hyas Group is a leader in California public sector retirement plan consulting. Fifty percent of the Firm's assets under advisement belong to plans in the Golden State and we provide services to more than 110 California plans.

We have included a representative Hyas Group client list below. This list is extensive and many of our current clients have engaged us to provide services very similar to those being sought by the City of Paramount (the City).

HYAS GROUP REPRESENTATIVE PUBLIC SECTOR CLIENT LIST

States

State of Nevada

Cities

City and Borough of Juneau/ Bartlett Regional Hospital

City of Anaheim City of Arlington City of Austin City of Benicia City of Brea

City of Buena Park

City of Burnet City of Carrollton

City of Chino Hills City of Corvallis City of Dallas City of Elk Grove City of Eugene

City of Eugene
City of Galt
City of Glendale
City of Hawthorne

City of Kenmore City of Kent

City of Lakewood City of Long Beach

City of Milwaukie
City of Napa
City of Oakland
City of Pasadena

City of Phoenix
City of Pittsburg
City of Portland
City of Richland

City of Peoria

City of Richmond
City of Rocklin

City of Sacramento City of San Gabriel City of San Jose

City of Santa Clara City of Santa Monica

City of Seattle City of Shoreline

City of Spokane City of Surprise

City of Tacoma City of Tempe City of Temple City

City of Tucson
City of Vallejo

City of Vancouver

City of West Jordan

City of West Linn City of Wichita

City of Yuba City

Richmond Retirement System Spokane Employees' Retirement

Counties

Butte County
Calaveras County
Clark County
Clatsop County
Erie County
King County
Klamath County
Lane County
Marin County
Merced County
Monterey County
Nevada County

Napa County
Pierce County
Riverside County

San Bernardino County

San Bernardino Employees' Retirement

San Diego County
San Joaquin County
Santa Cruz County
Sedgwick County
Solano County
Sonoma County
Stanislaus County
Tehama County
Washington County

Yolo County Yuba County

Special Districts

Alameda County Water District Alaska Railroad Corporation Assoc. of Orange County Deputy

Sheriffs

Benton County Public Utility District

Boise Police Department

Bonneville Power Administration Central Lincoln Peoples' Utility District Chelan County Public Utility District

City of Boise Fire
City of Lakewood Police
City of Richland Firefighters

Clackamas Fire District #1
City of Spokane Firefighters

City of Tacoma Fire

Clark County Public Utility District

Clean Water Services Community Transit

Douglas County Public Utility District East Bay Municipal Utility District Eastern Municipal Water District Emerald People's Utility District Franklin Public Utility District Grays Harbor Public Utility District

Inland Empire Utilities Agency
Irvine Ranch Water District

Kansas City Board of Police Commissioners

Lane Council of Governments Mason Public Utility District McMinnville Power & Light

Metropolitan Water District of Southern California

Napa Sanitation District
North Texas Tollway Authority
Oakland Police Officers Association
Orange County Fire Authority
Plumas District Hospital

Port of Portland Port of Seattle Port of Tacoma Port of Vancouver

Metro Oregon

Sacramento Metropolitan Fire District

Sacramento Regional Transit

SAIF Corporation

San Antonio Water System

San Diego Regional Airport Authority

San Jacinto River Authority Santa Clara Valley Transit

Snohomish County Public Utility District

Sound Transit

Tri-Met

Tualatin Valley Fire & Rescue

Washington State Transit Insurance Pool

Not-for-Profit/Others

First 5 Santa Cruz County

Fraternal Order of Police Legal Plan

HRA VEBA Trust

Long Beach Unified School District Oakland Police Widows & Orphans

VEBA Trust

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List includes project and retainer clients. It is not known whether any of the above clients approve or disapprove of the services provided by the Hyas Group.

PERSONNEL, ROLES AND RESPONSIBILITIES

The Hyas Group takes a team approach and relies on active and dynamic collaboration among our staff to deliver a high-level work product to the clients we serve. Our track record of retaining experienced and consistent team members since the founding of our firm has allowed us to grow in institutional and industry knowledge and deliver exceptional service to our clients. The City of Paramount and its Committee will continue to be served and supported by experienced lead and coconsultants who work in tandem with our research and analytics team, who specialize in portfolio management and manager selection. The combination of these professionals will add a thorough, engaged, and dynamic perspective to the City's retirement program.

The assigned team for the City, responsible for servicing the relationship, includes the following individuals:

CITY OF PARAMOUNT

Rasch Cousineau

Senior Consultant Marist College, BA PR/Marketing 25 years of experience

Audrey White

Senior Consultant Oregon, BA Journalism, Comm. 23 years of experience

Tom Breaden, CFA

Director of Analytics Portland State, MS Econ 16 years of experience

Dale Parker

Senior Analyst
Portland State, BS Finance
31 years of experience

Matt MacDonald, CFA

Senior Analyst
Vancouver Is., BBA Finance
10 years of experience

Geoff Hildreth

Senior Analyst
Willamette, BA/Economics
26 years of experience

Kathi McKiernar

Operations/ Administrative 19 vears of experience

Michelle Ruppelt

lead of Business Control & Risk Performance Analyst 38 years of experience

Rasch Cousineau will continue to serve as the primary consultant for this relationship. Rasch is responsible for leading the Firm's resources and ensuring that all client servicing requirements are met, and he conducts all meetings and delivers the Firm's analysis and other work product. Rasch is supported by Audrey White, Senior Consultant; Tom Breaden, CFA, Director of Analytics; Dale Parker,

Senior Analyst; Matt MacDonald, CFA, Senior Analyst; Geoff Hildreth, Senior Analyst; Kathi McKiernan, Operations Manager; and Michelle Ruppelt, Head of Business Control & Risk.

The Hyas Group employs experienced investment professionals who are established in the industry as thought leaders and have demonstrated experience in working with the types of clients and investment products the company supports. All individuals noted above have extensive experience in working with governmental retirement plans and their committees. They have the knowledge, capacity, and commitment to deliver the services required for this relationship.

The chart below highlights the participation of work and the division of responsibilities among the assigned key personnel at Hyas Group for the services outlined in our proposal.

Primary Duties	Cousineau/ White	Parker	Breaden	Analysts	Ruppelt
Primary client contact	×			·	
Report and work product deliverables	×				
Meetings with Committee	×				
Plan governance support	×				
Committee education	×				
Analytic support		X	×	×	
Investment option evaluation	×	X	X	X	
Analysis report preparation		X		×	
Investment manager database maintenance			×	X	
Governance document (Investment Policy) review	×		×	Х	
Investment manager due diligence and search			×	X	
Client contact back-up	×				
Quality control	×	X	X		X
Business control and risk					Х

OUR APPROACH

The Hyas Group takes a holistic, direct, and active approach to all consulting mandates. We seek to simplify the processes needed to make our relationships successful. In approaching every client relationship, we understand and appreciate that each staff and Committee member is busy, and many clients depend on us to provide our industry experience and to do much of the actual work with client approval. Our goal is to manage each part of the process and involve the City's staff when it is appropriate. More importantly, we serve as a co-fiduciary to all of our plans and participants. In every recommendation we make, we never lose sight of the best interests of your participants.

PLAN GOVERNANCE OVERSIGHT

As a fiduciary to the City's Plans, our duties of prudence and loyalty revolve around serving the best interests of your participants and beneficiaries. At the Hyas Group, we take our fiduciary role very seriously and strive for the best outcomes while keeping a keen eye on documenting a prudent process.

Where needed, we will create the documents that will serve as a guide for fiduciary best practices. If already created, we will review them annually and make suggested changes.

The documents that assist in the prudent process of monitoring the City's retirement program include:

- The Plan Document;
- Committee Charter—grants administration and decision-making authority and outlines all roles, responsibilities, and functions;
- Investment Policy Statement (IPS)—serves as a guide for both the Committee and consultant in the monitoring of the investment menu
- Education Policy—outlines the expectations and strategy around both Committee education, as well as participant education; and
- Fee Policy—discusses plan expenses and the various ways administration costs are paid (e.g., revenue share versus direction administration fee).

As part of our commitment to plan governance, we review these documents annually and make suggested changes. We also document each step of the prudent process to reflect fiduciary best practices by preparing agendas for every meeting; we review and edit all Committee meeting minutes, and we document any action items that result from decisions made during meetings.



ONGOING COMMITTEE TRAINING

The Committee is the foundation for the proper method of effectively administering the City's retirement program. The Hyas Group also believes that providing high quality, easily understandable training and education of fiduciary committees is critical to the success of both the committee and our firm. We have developed—and are continually refining—a curriculum of several core seminars that we provide to the committees that we serve, as well as many special focus seminars that have been developed to meet the changing needs of the industry. With our guidance, these core seminars assist plan sponsors in meeting their fiduciary objectives.

Samples of our robust training curriculum include:



FIDUCIARY FUNDAMENTALS

Covers legal and regulatory background, what it means to be a Plan Fiduciary, details about Fiduciary Law, and provides an overview of risks and protections.



INVESTMENT DESIGN

Provides an overview of modern investment menu design, how to monitor investments, implement your Investment Policy Statement (IPS) and structure your lineup most effectively.



CAPITAL PRESERVATION OVERVIEW

This module provides a detailed comparison of the pros/cons for various "Fixed" account options including General Accounts, Separate Accounts, Money Market options and Stable Value options.



PLAN GOVERNANCE

Discusses how to approach and implement optimal Plan governance practices including a detailed description of various Plan governance documents.



FEES: WHY SO COMPLICATED?

Describes modern fee design and discusses the importance of transparency and fairness in today's litigious environment, also provides an overview of Fee Policy Statements.



TO RFP OR NOT TO RFP

Overview of the RFP process, best practices, optimizing your outcomes, marketplace benchmarking, and an overview of the industry's leading-edge products and innovations.

We provide periodic education and counseling to the Committee about the rapidly evolving regulatory and legislative area regarding retirement plan administration and the state of defined contribution participant fee calculation and collection models—an area in which the Hyas Group has been an industry leader. We also provide training and assistance with understanding and implementing new and evolving defined contribution plan investment products and services. Examples include retiree income products, new generation participant investment advice services, and "real return" investment products.

Below are the key aspects of our approach to committee education:

- Assist the Committee in meeting fiduciary responsibility requirements;
- Provide targeted education sessions on topical investment issues; and
- Communicate important legal and regulatory changes and trends.

CONSULTING SERVICES

The comprehensive consulting and advisory services we propose to continue to provide to the City in an ongoing relationship are outlined as follows:

Investment Policy Statement (IPS) Review and Annual Maintenance

- Confirm investment criteria, goals, and objectives
- Review investment guidelines every year
- Establish investment performance review and evaluation criteria
- Assist the Committee in adherence to policy
- Provide recommendations for course of action to address policy concerns

Semi-Annual Comprehensive Investment Performance Reports

- Illustrate and communicate big picture thematic, economic and specific asset class trends
- Present fund performance against its relative asset class benchmark
- Create asset allocation charts
- Provide investment manager attribution reports and due diligence notes
- Provide in-person presentation of performance reports at client location

Semi-Annual Report on Participant Investment Activity, Plan Fees and the Plan Environment

- Present participant cash flow and investment utilization data
- Calculate and present vendor and investment manager fee information
- · Identify and discuss relevant trends in Plan legislative, regulatory and judicial environment
- Analyze and present information on new investment products and Plan services

Ongoing Due Diligence for Each Investment Option in the Plans

Produce attributions on each fund manager

- Evaluate attributions according to sector returns and weights, capitalization breakdown, asset class and style benchmarks
- Compare portfolio statistics to the asset class benchmark
- Conduct on-site manager evaluations, as necessary

Comprehensive Investment Manager Searches, as Needed

- Select appropriate manager screening criteria
- Initiate data collection and review
- Provide comprehensive risk and return analysis
- Identify suitable finalist candidates
- Present results to Committee and offer recommendation

Ongoing Plan Compliance Review and Assistance

- Provide updates related to legal and regulatory changes effecting the Plans
- Review plan documents and agreements and provide commentary as required
- Provide assistance to ensure plans operates in compliance with state and regulatory requirements

SERVICE LEVEL COMMITMENT AND PROPOSED PRICING

We propose an all-inclusive annual consulting service fee as outlined below to provide all services described in our proposal. As part of our service package, all out of pocket expenses such as travel, and meeting material production are included in this fee.

Term	Annual Fee	Quarterly Payment
September 1, 2022 – August 31, 2027*	\$20,000 • 457(b) Plan - \$15,000 • 401(a) Plan - \$4,500 • PTS Plan - \$500	\$5,000 • 457(b) Plan - \$3,750 • 401(a) Plan - \$1,125 • PTS Plan \$125

^{*} If requested by the Client, the Consultant agrees to extend the agreement term for an additional two years at \$20,000 annually for ongoing consulting services with written notice.

It is important to note that the Hyas Group utilizes either a fixed one-time project fee or a fixed annual retainer pricing model for our clients. The fixed fee encompasses all services and frequency of reports/meetings requested and is capped by the contracted amount.

The Hyas Group is transparent with how fees are charged. We are solely compensated by the fee for service invoices we send to our clients, based on the specific terms of the consulting agreement we have negotiated with them. Furthermore, we focus exclusively on the services you are requesting and there are no conflicts of interest.

Service Level Commitment

We will commit to provide all deliverables and requirements as contracted with the City. Furthermore, our proposed fee represents a firm quotation to provide services to the City and the Committee on behalf of your participants. We are confident in our team's responsiveness in meeting your expectations and we offer the service guarantees as outlined in the chart below. It is the Hyas Group's intention to stand by our service commitment to all clients.

	Standard	Amount at Risk
Lead consultant response time	< 24 hours	\$2,000 per occurrence
Back-up consultant response time	< 24 hours	\$2,000 per occurrence
Analytics response time	< 24 hours	\$2,000 per occurrence
Report delivery	As contracted	\$2,000 per occurrence
Overall satisfaction review	Satisfactory	>\$5,000 if necessary

IN CLOSING

The Hyas Group is a unique consulting firm—we were formed to focus our efforts on delivering innovative solutions to institutional retirement plans and to drive meaningful participant outcomes by building effective retirement plans for progressive, forward-thinking clientele.

We believe this powerful combination of focus on institutional clients, the skills and deep experience of the assigned consulting team, and outcomes that have improved plan metrics differentiate the Hyas Group. We do not believe any other consulting firm can offer a better combination.

Biographies of the Hyas Group Team

Rasch Cousineau is a senior consultant for the Hyas Group and focuses on the firm's retirement plan sponsor clients. With over 25 years of experience in the public sector retirement services industry, he offers clients a rich perspective on investment portfolio construction, retirement plan design, vendor management, plan governance, fee negotiation, RFP management, and fiduciary training. Prior to joining the Hyas Group, Mr. Cousineau served as national vice president, defined contribution markets for an industry-leading record keeper. This prior experience enables Mr. Cousineau to provide his clients with a unique behind the scenes understanding of how record keepers evaluate, administer, and ultimately price relationships. His ability to help clients monitor plan costs and renegotiate favorable contracts stems from his previous role where he worked closely with industry consultants, investment advisers, plan sponsors, unions, and investment committees during the third party administrator RFP process. He now works directly with retirement plan sponsors and committees, helping them to create better retirement outcomes for their plan participants and ultimately fulfill their fiduciary responsibilities.

Mr. Cousineau has spoken at conferences and worked with industry organizations such as CPAAC, CCMF, OMFOA, CPPC, IPMA, CSMFO, CalPELRA, NFOP, ICMA and GFOA. He has spoken about topics such as defined contribution industry trends, plan design, fiduciary responsibility, and plan best

practices. He has made media appearances on National News services discussing retirement plan financial wellness from a consultant's perspective. He is the Hyas Group's primary representative for the SPARK Institute—a member-driven, non-profit organization that is the leading voice influencing federal retirement plan policy. He serves on SPARK's Data Security Oversight Board (DSOB) which is dedicated to creating measurable cybersecurity benchmarks for the retirement industry and on SPARK's Defeating Fraud Intelligence Task Force. He is also a member of the National Association of Government Defined Contribution Administrators (NAGDCA) where he currently serves as Chair of NAGDCA's Awards Committee. Mr. Cousineau received a Bachelor of Arts in public relations/marketing from Marist College in Poughkeepsie, New York. He is a current FINRA Series 65 license-holder and formerly held Series 6, 63, licenses, along with an insurance license with the State of Nevada.

Audrey White is a senior consultant for the Hyas Group. She is responsible for managing institutional client relationships and providing advice to plan sponsors, investment committees, and boards as they carry out their obligations to their respective investment portfolios. With more than 20 years of experience in the investment services industry, Ms. White offers clients a valuable perspective on retirement plan administration and design, investment portfolio construction, and the ongoing monitoring and due diligence required of today's retirement plans and institutional portfolios. She is focused on helping clients develop innovative solutions that promote successful participant and portfolio outcomes.

Prior to joining the Hyas Group, Ms. White served as a senior relationship manager for Morley Capital Management where she specialized in assisting the firm's clients with the implementation and evaluation of stable value and fixed income investment solutions. During her 13 years at Morley, she worked directly with public and corporate retirement plan committees overseeing defined contribution and defined benefit retirement programs ranging in size from \$10 million to over \$2 billion in assets. Her expertise in navigating the complexities of the insurance contracts and accounting mechanics associated with most stable value products is also sought by recordkeepers, investment advisors, and other industry professionals.

Ms. White graduated with a Bachelor of Arts degree in Journalism and Communication, with an emphasis in Business Administration, from the University of Oregon. Ms. White is a current FINRA Series 65 license-holder and formerly held Series 7, 63, licenses, along with an insurance license with the State of Oregon. She is a member of the National Association of Government Defined Contribution Administrators (NAGDCA) and Women in Pensions Network (WiPN).

Tom Breaden, CFA serves as the director of analytics for the Hyas Group and leads the firm's analytics department which includes oversight and project management in support of the firm's defined contribution plan, defined benefit plan, non-qualified deferred compensation plan, and OPEB clients. He conducts asset allocation analyses, vendor reviews, investment option due diligence, and prepares managers search reports which analyze both quantitative and qualitative aspects of the funds within Hyas Group client line-ups. Mr. Breaden conducts manager interviews, authors white papers and special analyses on current market trends and meets directly with clients when his technical expertise is required to explain manager search presentations and watch list discussions.

Prior to joining the Hyas Group as a senior analyst in 2011, Mr. Breaden worked for five years at Heintzberger Payne as an analyst and director of research where his primary duties included developing and guiding investment decisions, manager due diligence, performance reporting, and other duties associated with the firm's investment advisory and third party administrative branches. Mr. Breaden graduated Phi Beta Kappa from the University of Oregon with dual majors in History and Economics and received a Master of Science in Economics from Portland State University. Mr. Breaden has earned the right to use the Chartered Financial Analyst (CFA) designation and is a member of the Chartered Financial Analyst (CFA) Institute and the CFA Society Portland.

Dale Parker is a senior analyst for the Hyas Group. He is responsible for supporting all aspects of the firm's operations, investment research, and a broad range of client projects. Mr. Parker also serves as the analytical project lead for all clients, where he leverages his deep industry expertise in analyzing pricing and platform structure as well as investment vehicles. He is charged with assessing all expense, revenue, and investment platform requirements, and he plays the primary role in the compilation of the firm's third party administrator RFP analysis. Assessing and lowering plan fees is a core competency of Mr. Parker. His expertise in fee and cost analysis allow him to effectively use competitive market data points to achieve cost savings and improved participant features and services for Hyas Group clients.

Prior to founding the Hyas Group in 2008, Mr. Parker served as a senior analyst at Arnerich Massena, Inc. where he was instrumental in designing and implementing the processes and analytical tools utilized across the firm. During his 11-year tenure, Mr. Parker was responsible for a broad range of client project work, investment manager research, and constructing pricing models and analytical tools utilized in the evaluation of institutional client accounts. His previous industry experience encompasses a broad range of buy-side analytical work, including the initial launch and management of a mutual fund product line as well as corporate valuation tasks. Mr. Parker holds a Bachelor of Science degree in Finance/Law from Portland State University.

Matt MacDonald, CFA is a senior analyst and is responsible for contributing to a variety of projects including plan and vendor analyses, manager due diligence and research, production of investment performance reports, asset allocation work, and other initiatives. Prior to joining the Hyas Group, Mr. MacDonald worked at De Luca Veale Investment Counsel in British Columbia as a portfolio analyst where he was responsible for a variety of research-based, asset allocation, client related and performance reporting projects. Prior to joining De Luca Veale Investment Counsel Inc. Mr. MacDonald was an analytics intern at Rain Capital Management where he supported the firm's research efforts in the areas of investment manager diligence, economic forecasting, and risk analysis. Mr. MacDonald holds a Bachelor of Business Administration with a concentration in Finance, as well as a Business Diploma from Vancouver Island University. Mr. MacDonald has earned the right to use the Chartered Financial Analyst (CFA) designation and is a member of the Chartered Financial Analyst (CFA) Institute.

Geoff Hildreth is a senior analyst for the Hyas Group. He is responsible for contributing to a variety of projects including production of investment performance reports, plan and vendor analyses, and other initiatives. Prior to joining the Hyas Group, Mr. Hildreth was a performance measurement analyst and team lead at Arnerich Massena, Inc. During his 10-year tenure there, his main responsibilities included

account reconciliation, report generation, design, and implementation of automated reporting processes—including daily valuation and alternative pricing models, and management of the firm's 9-member performance measurement department. Mr. Hildreth's previous industry experience includes serving as the retirement plan services daily operations manager for Asher Retirement/AKT Retirement Plan Services. Mr. Hildreth holds a Master of Arts in Teaching (MAT) degree from Concordia University and a Bachelor of Arts in Economics from Willamette University. He has also passed the CIPM Principles Exam.

Kathi McKiernan is the operations manager for the Hyas Group. She is responsible for supporting the firm's operational and administrative functions and serves as an additional resource on provider evaluation RFP projects.

Prior to joining the Hyas Group, Ms. McKiernan worked at Arnerich Massena, Inc. as an Executive Assistant and Project Coordinator, where she was responsible for supporting senior consultants with high level administrative functions. She also served as project coordinator for the firm's provider evaluation RFP projects. Prior to her tenure at Arnerich Massena, Ms. McKiernan was an Executive Assistant to the Senior Vice President of Sales and Marketing at Meier & Frank, Inc. (A division of May Department Stores, now operating as Macy's).

Michelle Ruppelt is head of business control and risk for the Hyas Group. She is responsible for ensuring the Hyas Group's compliance with all SEC and state regulatory requirements. This includes review of general client information and files, contracts, correspondence and performance reports and continuous oversight of the firm's compliance program, including maintenance and updating of the firm's Form ADV, Operations Compliance Manual, Business Continuity Plan, and Code of Ethics. She also assists in client operations and performance reporting utilizing a variety of reporting platforms.

Prior to joining Hyas Group, Ms. Ruppelt worked at Arnerich Massena, Inc. as chief compliance officer, and during her 13-year tenure there, held additional positions including manager of the client services team and manager of the performance measurement department. She has more than 35 years of experience in the financial industry, including operational and management roles in the brokerage industry.

DISCLOSURES

The following disclosures and disclaimers apply to this entire document.

This document is confidential and intended solely for the use of the intended recipient(s), may be used solely for the purpose for which it was sent and contains proprietary information. The information contained in this document has been furnished for informational purposes and is subject to change without notification. By accepting delivery of this presentation, each recipient undertakes not to reproduce or distribute its contents in whole or in part, nor to disclose its contents (except to its professional advisers), without prior written consent of Hyas Group

The information has been obtained from sources, we believe are reliable, Hyas Group, Morgan Stanley and its affiliates do not guarantee its accuracy or completeness and accept no liability for direct or consequential losses arising from its use. Past performance shall not be used as an assurance of future results. Hyas Group including Morgan Stanley and its affiliates do not provide tax or legal advice.

Results of any sample client analyses, audits, case studies, or otherwise are representative only and are not necessarily indicative of all client results. Any fee savings perceived favorable results, positive outcomes or otherwise are not guaranteed to and should be expected by any prospective client.

This document may contain forward-looking statements within the meaning of the federal securities laws. Forward-looking statements are those that predict or describe future events or trends and that do not relate solely to historical matters. Actual results could and likely will differ, sometimes materially, from those projected or anticipated. We are not undertaking any obligation to update or revise any forward-looking statements whether as a result of new information, future events or otherwise. You should not take any statements regarding past trends as a representation those trends or activities will continue in the future. Accordingly, you should not put undue reliance on these statements.

Investing in the market entails the risk of market volatility. The value of all types of securities may increase or decrease over varying time periods.

This analysis does not purport to recommend or implement an investment strategy. Financial forecasts, rates of return, risk, inflation, and other assumptions may be used as the basis for illustrations in this analysis. They should not be considered a guarantee of future performance or a guarantee of achieving overall financial objectives. No analysis has the ability to accurately predict the future, eliminate risk or guarantee investment results. As investment returns, inflation, taxes, and other economic conditions vary from the assumptions used in this analysis, your actual results will vary (perhaps significantly) from those presented in this analysis. The assumed return rates in this analysis are not reflective of any specific investment and do not include any fees or expenses that may be incurred by investing in specific products. The actual returns of a specific investment may be more or less than the returns used in this analysis. The return assumptions are based on hypothetical rates of return of securities indices, which serve as proxies for the asset classes. Moreover, different forecasts may choose different indices as a proxy for the same asset class, thus influencing the return of the asset class.

From time to time, third-party vendors (such as mutual fund companies, recordkeepers, third-party plan administrators, etc.) may provide Hyas Group and its employees with nonmonetary gifts and gratuities, such as promotional items (i.e., coffee mugs, pens, or gift baskets). Hyas Group does not accept gifts in excess of the de minimis threshold established under the Department of Labor's regulations and guidance.

This document contains data obtained from sources believed to be reliable, but such data is not guaranteed as to accuracy and does not purport to be complete. Please be advised that any numbers referenced in this document, whether provided herein or verbally, are subject to revision. Hyas Group is not responsible for updating those figures that have changed. Hyas Group accepts no liability for loss arising from the use of the material presented in this report. This document should not be relied on in substitution for the exercise of independent judgment.

Hyas Group publishes material which, in addition to describing the nature of its investment advisory services, may also provide a representative listing of its institutional clients. This list is based on objective criteria not related to performance. It is unknown whether any of the listed clients approve or disapprove of the services that we provide to them. Inclusion of a client name on this

list is not intended to imply that client endorses us or the services that we provide to them in any way. This list should not be construed as an expression of any client's experience with Hyas Group or a suggestion that one client's past experience is in any way indicative of another client's future experience with Hyas Group. The clients listed above are a representative list of the Hyas Group and are not intended to represent the clients of any individual Institutional consultant or all clients of Hyas Group business.

Hyas Group, its affiliates, and its employees are not in the business of providing tax or legal advice. These materials and any tax-related statements are not intended or written to be used, and cannot be used or relied upon, by any taxpayer for the purpose of avoiding tax penalties. Tax-related statements, if any, may have been written in connection with the "promotion or marketing" of the transaction(s) or matters(s) addressed by these materials, to the extent allowed by applicable law. Any taxpayer should seek advice based on the taxpayer's particular circumstances from an independent tax advisor.

This material is provided for educational and informational purposes only. The views expressed in these educational and related publication(s) contain the judgment of the author(s) as of the publication date is subject to change without notice.

Hyas Group is a business of Morgan Stanley & Co.



CONSULTING SERVICES AGREEMENT City of Paramount and Hyas Group, LLC

THIS AGREEMENT for consulting services is made by and between the Hyas Group, LLC, an Oregon limited liability company ("Consultant") and the City of Paramount ("Client") as of March 1, 2017.

WHEREAS, Consultant desires to perform, and Client desires to have Consultant perform certain general services for the City of Paramount 457 Deferred Compensation Plan, 401(a) Defined Contribution Plan and Retirement Health Savings Plan ("Plans").

NOW, THEREFORE, In consideration of the mutual covenants and promises set forth below, the parties agree as follows:

SECTION 1 - DEFINITIONS:

- 1.1 Scope of Work means each document agreed upon by Client and Consultant for specific Services to be performed and the Deliverables to be provided to Client and any other performance requirements mutually agreed to between the parties. The Scope of Work attached as Exhibit A Vendor Request for Proposal (RFP) Project Scope of Work and Exhibit B Consulting Services Scope of Work shall be deemed incorporated herein in its entirety by reference.
- 1.2 <u>Deliverables</u> means, with respect to the Scope of Work, the items specified in such Scope of Work as deliverables of the Consultant.
- 1.3 Services means the services under the Scope of Work, which Consultant shall provide to Client under this Agreement.
- 1.4 Consultant Work Product means any and all items and information delivered to Client or its employee(s), or otherwise generated by Consultant or its agent in the course of providing Services under this Agreement, whether in hard copy or electronic form, including all Deliverables, works of authorship, reports, designs, analyses and other supporting material, summaries and recommendations.

SECTION 2 - SERVICES:

Subject to the terms and conditions set forth in this Agreement, Consultant shall provide to Client the services described in the Scope of Work attached as Exhibit A – Vendor Request for Proposal (RFP) Project Scope of Work and Exhibit B – Consulting Services Scope of Work in the manner specified therein.

2.1 Term of Services. The term of this Agreement shall begin on the date first noted above and shall end on February 28, 2020, unless the term of the Agreement is otherwise terminated or extended, as provided for in Section 7.

- 2.2 Duties of Consultant. Consultant shall provide the Services and the Consultant Work Product during the term of this Agreement in accordance with the terms and conditions of this Agreement and the Scope of Work. Consultant will provide all resources, facilities, management, labor, expertise, skills, tools and equipment necessary for the performance of its obligations under this Agreement and any Scope of Work. Without limiting the foregoing, Consultant shall: (i) keep Client advised of the progress of the delivery of the Services and the status of the Deliverables: (ii) permit any designated representative of Client periodically to review the work of Consultant personnel performing Services and preparing Deliverables; (iii) perform the Services in a timely manner and provide the Deliverables in accordance with the Scope of Work; and (iv) keep accurate records of work performed, evidence of which Consultant shall provide to Client upon Client's request.
- 2.3 Assignment of Personnel. Consultant shall assign only competent personnel to perform services pursuant to this Agreement and the duties and responsibilities under this Agreement shall not be subcontracted to any other person or entity, in whole or in part, without Client's prior written approval. In the event that Client, in its sole discretion, at any time during the term of this Agreement, desires the reassignment of any such persons, Consultant shall, immediately upon receiving notice from Client of such desire of Client, reassign such person or persons.
- 2.4 Changes to Scope of Work. Client may at any time by written notice make changes within the general reach of any Scope of Work, and if agreed in writing by Consultant, Consultant shall proceed without delay to perform the Scope of Work as changed. However, should any change to a Scope of Work result in a material change to the performance, schedule or cost of the Scope of Work, Client and Consultant shall enter into an amendment of the Scope of Work signed by both parties before providing Services, Deliverables and or Consultant Work Product to Client.

SECTION 3 - COMPENSATION:

3.1 Consulting Services. In accordance with the Services, Deliverables and Consultant Work Product as provided under Exhibit A – Vendor Request for Proposal (RFP) Project Scope of Work and Exhibit B – Consulting Services Scope of Work, Consultant shall be paid a fixed, annual fee of \$20,000 for the term noted below. The annual fee will be billed in quarterly installments of \$5,000; such payments shall be Consultant's sole compensation, including travel and all other expenses for its rendering of the Services and preparation and delivery of the Consultant Work Product. No claims for additional compensation, whether for additional work or otherwise, under the Scope of Work shall be allowed unless such additional compensation and work, if applicable, is authorized by the Client in writing.

Term	Annual Fee	Quarterly Payment
March 1, 2017 – February 28, 2020*	\$20,000	\$5,000

^{*} If requested by the Client, the Consultant agrees to extend the agreement term for an additional three years at \$20,000 annually for ongoing consulting services.

The Client intends that the Plan(s) shall pay for the services provided under this agreement. A fee will be assessed to Plan participants, on the Client's behalf by the Plan's Administration Services Provider(s), following the implementation of a new Plan Administration Services Agreement. The Client and Consultant agree that all revenue collected by the Plan Administration Services Provider, in excess of the amounts required to pay the fees due to the Plan Administration Services Provider for its services under separate agreement, shall be dedicated to paying compensation owed to the Consultant; until such time as the fees accrued for prior services have been paid in full.

Any payments shall be held in trust and disbursed upon receipt of proper invoicing from the Consultant.

SECTION 4 - CONSULTANT'S REPRESENTATIONS, WARRANTIES, AND COVENANTS:

Consultant represents, warrants and covenants as follows:

- 4.1 Compliance with applicable law. Throughout the term of this Agreement, Consultant, its employees and authorized agent(s): (i) shall comply with all applicable state and local laws, regulations, rules, and federal orders respecting the performance by Consultant of its duties and responsibilities under this Agreement; and (ii) shall obtain and maintain all licenses, permits and approvals required by any federal, state or local licensing, regulatory, or other agency or authority for performance of the work required by this Agreement or the Scope of Work.
- 4.2 Use of Qualified Personnel. Consultant will use qualified individuals with suitable training, experience, capabilities, skill and licenses to perform its obligations under this Agreement.
- 4.3 Quality of Work. Consultant will perform this Agreement and any Scope of Work hereunder in a manner consistent with industry standards reasonably applied to the performance of such work. The Services and Consultant Work Product provided hereunder shall (i) be of good and marketable quality: (ii) be free from all defects in design, materials, workmanship, performance and title; and (iii) meet the applicable specifications, samples, descriptions and requirements specified in the Scope of Work and this Agreement.

SECTION 5 - STATUS OF CONSULTANT:

5.1 Independent Contractor. Client and Consultant are independent contractors and have no power or authority to bind the other or to create any obligation or responsibility on behalf of the other. Under no circumstances shall any employee of one party be deemed to be the employee of the other for any purpose. Nothing herein shall be construed as implying a joint venture, agency, employer-employee or partnership relationship between the parties hereto. Consultant is solely responsible for all of its own taxes, withholdings, and other similar statutory obligations related to this Agreement and the Scope of Work.

SECTION 6 - LEGAL:

- 6.1 Governing Law. This Agreement will be governed and interpreted in accordance with the laws of the State of California (without regard to its conflict-of-law provisions) and applicable federal law.
- 6.2 Fiduciary Responsibility. Consultant acknowledges and agrees that in providing services described in the Scope of Work, it is acting as an investment advisor fiduciary as defined in ERISA § 3(21) in rendering investment advice to the Client based on the particular needs of the Client as stated herein.
- 6.3 Force Majeure. Neither party shall be liable for any delay or failure in performance due to acts of God, earthquake, flood, riots, fire, epidemics, war or terrorism. Each party shall immediately notify the other party of the occurrence of such an event affecting such party and shall use all reasonable efforts to recommence performance as soon as possible. The obligations and rights of the excused party shall be extended on a day-to-day basis for the time period equal to the period of the excusable delay.
- <u>6.4 Legal Proceedings.</u> Consultant will have no obligation to render advice or take any action with respect to securities or other investments, or the issuers thereof, which become subject to any legal proceedings, including bankruptcies.
- 6.5 No Third-Party Beneficiaries. Nothing in this Agreement, express or implied, is intended or shall be construed to confer on any person, other than the parties to this Agreement and the Client's Plan Advisory Committee, any right, remedy, or claim under or with respect to this Agreement.

6.6 Notices. All notices and other communications under this Agreement must be in writing and shall be deemed to have been given if delivered personally, sent by facsimile (with confirmation), mailed by certified mail, delivered by an overnight delivery service (with confirmation), or emailed (with confirmation) to the parties at the addresses, facsimile numbers, or email addresses below each party's signature, below (or at such other address, facsimile number, or email address as a party may designate by like notice to the other party). Any notice or other communication shall be deemed to be given (a) on the date of personal delivery, (b) at the expiration of the 3rd business day after the date of deposit in the United States mail, (c) on the date of confirmed delivery by facsimile or overnight delivery service, or (d) on the date of confirmed delivery of email.

SECTION 7. TERMINATION, MODIFICATION & EXTENSION:

7.1 Termination. Client may terminate this Agreement at any time, with or without cause, by giving thirty (30) days written notice to Consultant. In the event of a termination under this subsection, Consultant shall immediately cease work on the terminated matter(s), performing only efforts reasonably necessary to wind down and preserve work that has been performed. In the event of a termination of this Agreement for any reason, Consultant shall be obligated to deliver only Services and Consultant Work Product actually performed or prepared by Consultant prior to the date of termination, and delivered to and accepted by Client within a reasonable time after the effective date of termination. Upon a termination of this Agreement, Consultant will be entitled to receive or retain a prorated portion of the compensation described in Section 3.1, prorated to the termination date. If compensation paid to Consultant represents compensation for a period extending beyond the termination date, Consultant will reimburse Client as soon as reasonably possible; and if Client has not yet paid compensation for a period preceding the termination date, Client will pay the owed amount to Consultant as soon as reasonably possible. In addition, Client has the right to terminate this Agreement without any penalty within five business days of signing it, and Client will receive a full refund of all fees Client has paid Consultant.

7.2 Transition. Consultant shall, if requested by Client, take all reasonable steps to achieve an orderly transition upon termination and provide reasonable training for Client or third party personnel.

7.3 Contract Extension. The parties may extend this Agreement for additional terms upon mutual agreement. Pricing and services may be subject to change with any contract extension.

7.4 Amendments. The parties may amend this Agreement upon mutual written agreement.

SECTION 8 - GENERAL:

8.1 Proxy Voting. Consultant does not exercise proxy voting authority over client securities. The obligation to vote client proxies at all times rests with Client. However, Client is not precluded from contacting Consultant for advice or information about a particular proxy vote. However, Consultant will not be deemed to have proxy voting authority as a result of providing such advice to Client.

Should Consultant inadvertently receive proxy information for a security held in the Plan's account, Consultant will immediately forward such information to Client, but will not take any further action with respect to the voting of such proxy. Upon termination of this Agreement, Consultant will make a good faith and reasonable attempt to forward proxy information inadvertently received by Consultant on Client's behalf to the forwarding address provided by Client.

8.2 Risk. Client recognizes that there may be loss or depreciation of the value of any investment due to the fluctuation of market values. Client represents that no party to this Agreement has made any guarantee, either oral or written, that the Plan's investment objectives will be achieved. Consultant will not be liable for any error in judgment and/or for any investment losses in the absence of malfeasance, negligence or violation of applicable law. Nothing in this Agreement will constitute a waiver or limitation of any rights which Client may have under applicable state or federal law, including without limitation state and federal securities laws.

- 8.3 Confidentiality. In connection with the performance of Consultant's services under this Agreement, Consultant will hold any confidential information received from Client in strict confidence. Consultant will not disclose such information to any third party, except in compliance with Consultant's privacy policy, as necessary to perform services on Client's behalf, or as required by law. Client also agrees to respect the proprietary nature of Consultant's work product, and only disclose Consultant's advice, reports and recommendations to others in a manner consistent with the intended purposes of this agreement.
- 8.4 No Waiver. No waiver of rights under this Agreement or the Scope of Work hereunder by either party shall constitute a subsequent waiver of this or any other right under this Agreement.
- <u>8.5 Assignment.</u> Neither this Agreement nor any rights under this Agreement (nor any Scope of Work hereunder), other than monies due or to become due, shall be assigned or otherwise transferred by Consultant (by operation of law or otherwise) without the prior written consent of Client.
- <u>8.6 Severability.</u> In the event that any of the terms of this Agreement or any Scope of Work hereunder or the performance of any obligation by either party thereunder becomes or is declared to be illegal by any court of competent jurisdiction or other governmental body, such term(s) shall be null and void and shall be deemed deleted from this Agreement or the Scope of Work. All remaining terms of this Agreement shall remain in full force and effect.
- 8.7 Entire Agreement. This Agreement and the Scope of Work expressly incorporated herein, are the complete agreement between the parties hereto concerning the subject matter of this Agreement and replace any prior oral or written communications (including invoices) between the parties. There are no conditions, understandings, agreements, representations, or warranties, expressed or implied, which are not specified herein. This Agreement may only be modified by a written document executed by authorized representatives of the parties hereto.
- 8.8 Acknowledgement of Receipt of Part 2 Form ADV. Client acknowledges that it has received and has had an opportunity to read Consultant's firm brochure (Form ADV, Part 2A) and applicable brochure supplements (Form ADV, Part 2B) prior to, or at the time of, entering into this Agreement.
- 8.9 Acknowledgement of Receipt of Privacy Notice. Client acknowledges that it has received and has had an opportunity to read Consultant's privacy notice prior to, or at the time of, entering into this Agreement.

City of Paramount	Hyas Group, LLC		
Signature:	Signature:		
Duel III	Jayanda		
Name: Daryl Hofneyer	Name: Jayson Davidson, CFA		
Title: Mayor	Title: Managing Partner, Senior Consultant		
Date:	Date: February 21, 2017		
Phone: (562) 220-2225	Phone: (971) 634-1501		
Mobile:	Mobile: (503) 360-3510		
Fax:	Fax: (971) 275-1856		
Email:	Email: jdavidson@hyasgroup.com		
Mailing Address:	Mailing Address:		
City of Paramount, CA	Hyas Group, LLC		
16400 Colorado Avenue	108 NW 9 th Avenue, Suite #203		
Paramount, CA 90723	Portland, OR 97209		

Exhibit A

VENDOR REQUEST FOR PROPOSAL (RFP) PROJECT SCOPE OF WORK

Initial planning and coordination

- > Discuss and finalize goals and objectives and establish formal timeline
- > Identify roles and responsibilities
- > Develop initial participant notification (if necessary)

Committee training, education and orientation

- > Provide training on the responsibilities and duties of the Plan Oversight Committee
- > Provide training on modern defined contribution Plan design, features and services
- > Lead Plan design review and development session with Committee
- > Provide training on investments for Plan fiduciaries
- > Assist with Committee policy development and implementation

Data gathering and RFP document issuance

- > Draft vendor data request and send to appropriate contact at present vendor
- > Collect data and distill important information for the compilation of the RFP
- > Create draft of RFP encompassing data and goals and objectives
- > Discuss and finalize RFP document
- > Issue RFP to vendors

Collect and analyze RFP responses

- > Collect RFP vendor responses and related materials
- > Organize information and begin RFP analysis
- > Finalize RFP analysis report and send to client
- > Meet with Client to review analysis, make recommendations and select finalists
- > Schedule interviews with finalist vendors if necessary

Provider interview sessions (if required)

- > Notify finalist vendors of interview requirements and evaluation criteria
- > Provide Client with interview format and evaluation criteria
- > Facilitate interview session by tracking time and providing direction to all parties
- > Provide recommendations and post interview analysis
- > Assist in arriving at final vendor selection decision

Final negotiations and contract preparation

- > Contact vendor to finalize any interview and/or offer specifics
- > Draft and/or review proposed contract language
- > Work with vendor and Client to finalized contract language
- > Prepare investment option evaluation and recommendation report
- > Meet with Client to finalize the investment menu

Transition planning and assistance

- > Work with vendor and Client to establish timeline and outline responsibilities
- > Coordinate communications between the Client, Vendor and other service providers
- > Facilitate regular transition discussions
- > Review all participant communication materials
- > Evaluate investment mapping and investment related materials
- > Monitor timeline and task completion

Exhibit B

CONSULTING SERVICES SCOPE OF WORK

Creation and review of Investment Policy Statement

- > Develop a Statement of Purpose
- > Develop a Statement of Responsibility
- > Determine investment goals and objectives
- > Create investment guidelines
- > Set investment performance review and evaluation criteria

Semi-annual comprehensive investment performance reports

- > Illustrate and communicate big picture thematic, economic and specific asset class trends
- > Present fund performance against its relative asset class benchmark
- > Create asset allocation charts
- > Provide investment manager attribution reports and due diligence notes
- > Provide in-person presentation of performance reports at client location

Semi-annual report on participant investment activity, Plan fees and the Plan environment

- > Present participant cash flow and investment utilization data
- > Calculate and present vendor and investment manager fee information
- > Identify and discuss relevant trends in Plan legislative, regulatory and judicial environment
- > Analyze and present information on new investment products and Plan services

Ongoing due diligence for each investment option in the Plan

- > Produce attributions on each fund manager
- > Evaluate attributions according to sector returns and weights, capitalization breakdown, asset class and style benchmarks
- > Compare portfolio statistics to the asset class benchmark
- > Conduct on-site manager evaluations, as necessary

Comprehensive investment manager searches, as needed

- > Select appropriate manager screening criteria
- > Initiate data collection and review
- > Provide comprehensive risk and return analysis
- > Identify suitable finalist candidates
- > Present results to Committee and offer recommendation

Ongoing plans compliance review and assistance

- > Provide updates related to legal and regulatory changes effecting the plans
- > Review plan documents and agreements and provide commentary as required
- > Provide assistance to ensure plans operates in compliance with state and regulatory requirements

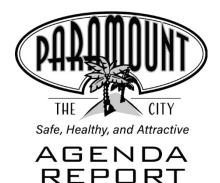
NOVEMBER 22, 2022

INSTALLATION OF A DISABLED PARKING ZONE IN FRONT OF 8438 CENTURY BOULEVARD

MOTION IN ORDER:

IT IS RECOMMENDED THAT THE CITY COUNCIL APPROVE THE REQUEST FOR THE INSTALLATION OF A DISABLED PARKING ZONE IN FRONT OF 8438 CENTURY BOULEVARD.

MOTION:	ROLL CALL VOTE:
MOVED BY:	AYES:
SECONDED BY:	NOES:
[] APPROVED	ABSENT:
[] DENIED	ABSTAIN:



To: Honorable City Council

From: John Moreno, City Manager

By: Adriana Figueroa, Public Works Director

Sarah Ho, Public Works Assistant Director

Date: November 22, 2022

Subject: REQUEST FOR INSTALLATION OF A DISABLED PARKING ZONE IN

FRONT OF 8438 CENTURY BOULEVARD

BACKGROUND

Requests may be made to the Public Works Commission for installation of items such as disabled parking zones, limited-time parking zones, speed humps, and stop signs. Each of these traffic safety requests will need to meet a set of criteria specific to the requested item. These include a review by the City's staff and traffic engineer, submission of an application and any additional requested materials to the Public Works Department, review for consideration by the Public Works Commission, and then review and approval by the City Council. Criteria for the approval of the installation of a disabled parking zone include the following:

- □ Property shall not have any on-site parking available to the disabled person via an ADA-accessible driveway or garage.
- ☐ There is only one disabled parking zone allowed per block.
- □ Request must be made by the property owner, or have the property owner's consent via a signed letter in support of the application.
- Must submit a one-time non-refundable fee.
- Subject to a bi-annual review and resubmittal of proof of valid disabled parking placard.

DISCUSSION

We have received a request (attached as Exhibit A) from Ms. Irma Ramirez for the installation of a disabled parking zone in front of her home at 8438 Century Boulevard. The request is for Ms. Ramirez and 2 other family members in the home who each have a valid disabled person placard. She is requesting that the disabled parking zone be installed in front of her home due to limited accessible parking options in the neighborhood.

Staff has inspected the site and found that neighborhood on-street parking can be limited throughout the day and can cause a need to park some distance away. The applicant's residence does have some off-street parking via a driveway, however, there is only

enough space to park a single vehicle and there are multiple occupants of the home who have disabled placards.

Staff also verified that there were no other disabled parking zones on the street. If approved, approximately 15 feet of curb in front of 8438 Century Boulevard would be marked for disabled parking only. This parking zone will be available for use by anyone that possesses a valid Disabled Person Placard.

At its meeting on November 3, 2022, the Public Works Commission recommended to the City Council approval of this request. A notice indicating that the City Council would hear this item was sent to all properties on Century Boulevard from Downey Avenue to Olanda Street and Olanda Street from Century Boulevard to Anderson Street. Included with the notification is a map and photo that shows the location of the proposed disabled parking zone (attached as Exhibit B).

FISCAL IMPACT

There is currently no fiscal impact to the City. Funding for this type of activity is included in the FY 2022-23 Public Works Roads Division Budget utilizing General Funds.

VISION, MISSION, VALUES, AND STRATEGIC OUTCOMES

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

RECOMMENDED ACTION

It is recommended that the City Council approve the request for the installation of a disabled parking zone in front of 8438 Century Boulevard.



Public Works Department

15300 Downey Ave. Paramount, CA 90723

Phone: 562-220-2020 Fax: 562-220-2105

Application for Traffic Safety Request

Select one: ★Disabled Parking Zone □ Limited-Time Parking Zone □ Speed Hump □ Stop Sign
Date: <u>08-19-2022</u>
Last Name: Ramirez. First Name: Irma O.
Street Address: 8438 Century Blvd.
City & Zip Code: Paramount, CA 90723
Telephone #: Cell #:
Email: Egmail. com
Please explain why you are making the traffic safety request:
I would like to request a reserved handicap parking for my
families home. In this household there are 3 handicap citizens, Irma
D. Ramirez, Nestor M. Redondo, and Cynthia Redonda Continue on the back if needed)
Additional Questions: Petition is attached (Speed Hump/Stop Sign Request Only) My request meets all the installation criteria (Disabled Parking Zone, Limited-Time Parking Zone, and Speed Hump Request Only) Yes NO *If the answer is no, please explain below:
(Continue on the back if needed)
I hereby confirm that the above information is correct. I have read and understand the Guidelines for Traffic Safety Requests and, to the best of my knowledge, my residence meets ALL the installation criteria, requirements, and conditions presented. I understand that the details in this application that I have given will be checked to determine eligibility.
Signature 0 Roming 08-19-2022
Signature / // Date
For office Use only: Document Received: 8/19/22 (Date) Staff Initials:

(all unable to walk long distances). There is usually a tough time when it comes to finding parking for them. All 3 are unable to walk long dietances and more than half the time they have to park on the opposite side of the house and walk across the street on the uneven road which is very dangerous for them because of shortness of breath and risk of falling. When coming home from grocery snopping at times we have to block on-coming traffic due to parking in the middle of the street, which is very inconvenient for everyone. My sister Cynthia Redondo and I Anna Ramirez recently got a parking ticket for having to park on red due to lack of close by parking. We do have 2 entrances but either way it is not *convenient; the gate on Olanda never has available parking and the gate on Century is a no parking zone (Rea). Due to lack of stability for all 3 citizens, trips and fails are a huge concern. A few months ago my sister, Cynthia Redardo had lost balance when walking from across the street (on century) due to ner prosthetic leg. We do have a drive way but please keep in mind there is more than I person with a disability and a I car driveway just isn't enough. The fact that neighbors or friends of neighbors think its fair to park blocking the drive way is also a huge inconvenient to us, at times having to wait to sec if anyone comes out to move their vehicle, or again having to park far from our nouse. Please Keep in mind they need constant assistance, whether its walking in and out the car, taking in groceries, crossing the street, etc... It's just plain out not fair that we have to apthrough this in our own home and that the neighbors are careless about my families conditions and we would like for you to help resolve our situation by permitting us with the reserved parking. Mank you.

REMOVE FROM MIRROR BEFORE DRIVING VEHICLE

CALFORNIA



"WARNING: The illegal use of a disabled parking placard could result in a maximum fine of \$4,200."

PARKING PLACAR



DISABLED PERSON

EXPIRES JUNE 30

2023

G 741287

PURCHASE OF FUEL (Business & Professions Code 13660)
State law requires service stations to refuel a disabled person's vehicle at self-service rates, except at service facilities with only one employee on duty.

REMOVE FROM MIRROR BEFORE DRIVING VEHICLE



"WARNING: The illegal use of a disabled parking placard could result in a maximum fine of \$4,200."

DISABLED PERSON

EXPIRES JUNE 30

2023

G 742289

PURCHASE OF FUEL (Business & Professions Code 13660) State law requires service stations to refuel a disabled person's vehicle at self-service rates, except at service facilities with only one employee on duty. REMOVE FROM MIRROR BEFORE DRIVING VEHICLE

CALIFORNIA



DISABLED PERSON



FEB

MAR

APR

MAY

JUN

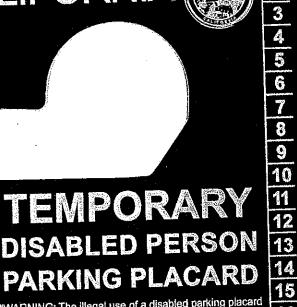
JUL

AUG

SEP

OCT NOV

DEC



"WARNING: The illegal use of a disabled parking placard could result in a maximum fine of \$4,200."



833715

PURCHASE OF FUEL (Business & Professions Code 13660) State law requires service stations to refuel a disabled person's vehicle at self-service rates, except at service facilities with only one employee.

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VILMA CUELLAR STALLINGS Mayor

> ISABEL AGUAYO Vice Mayor

ANNETTE C. DELGADILLO Councilmember

PEGGY LEMONS
Councilmember

BRENDA OLMOS Councilmember

November 10, 2022

Dear Resident:

Please be advised that the Public Works Commission at their meeting of November 3, 2022, recommended to the City Council approval for installation of a disabled parking zone in front of 8438 Century Boulevard.

This is to inform you that the Paramount City Council will discuss this recommendation at their meeting on November 22, 2022. The meeting will begin at 5:00 p.m. in the City Hall Council Chambers, 16400 Colorado Avenue, Paramount, California.

At this meeting, a decision will be made by the Paramount City Council to accept or deny the recommendation of the Public Works Commission to install a disabled parking zone in front of 8438 Century Boulevard. If you have more information regarding this topic or would like to give further input, please attend this meeting.

Please note that should the City Council approve the installation of the disabled parking zone, the zone may be used by <u>anyone</u> with a valid disabled parking placard and is not solely dedicated to the applicant.

Should you have further questions regarding this meeting, please call me at (562) 220-2020.

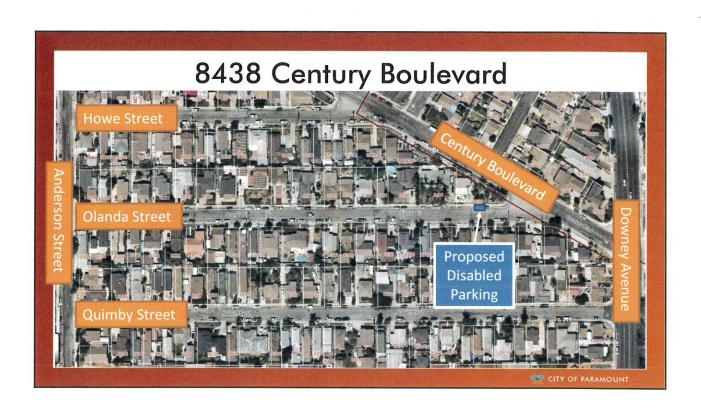
Para información en español, favor de llamar al (562) 220-2020.

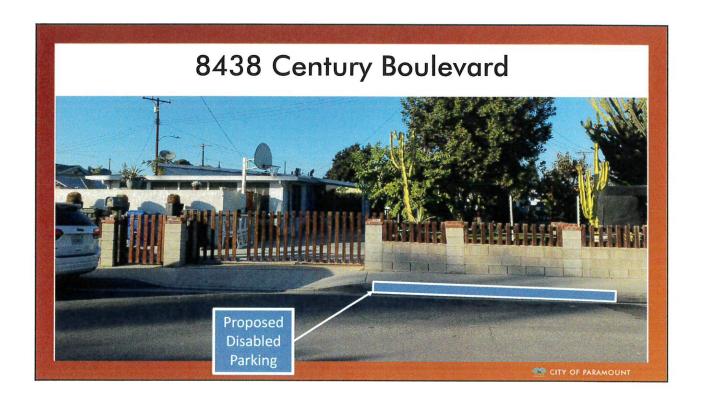
CITY OF PARAMOUNT

Adriana Figueroa

Public Works Director

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NOVEMBER 22, 2022

MEMORANDUM OF UNDERSTANDING WITH PARAMOUNT UNIFIED SCHOOL DISTRICT FOR ACADEMIC YEAR 2022-23 ELO-P AND STAR

MOTION IN ORDER:

APRROVE THE MEMORANDUM OF UNDERSTANDING BETWEEN THE CITY OF PARAMOUNT AND THE PARAMOUNT UNIFIED SCHOOL DISTRICT.

MOTION:	ROLL CALL VOTE:
MOVED BY:	AYES:
SECONDED BY:	NOES:
[] APPROVED	ABSENT:
[] DENIED	ABSTAIN:



To: Honorable City Council

From: John Moreno, City Manager

By: David Johnson, Community Services Director

Date: November 22, 2022

Subject: MEMORANDUM OF UNDERSTANDING WITH PARAMOUNT UNIFIED

SCHOOL DISTRICT FOR ACADEMIC YEAR 2022-23 ELO-P AND

STAR

DISCUSSION

The Paramount Unified School District has initiated the state-funded Expanded Learning Opportunities Program (ELO-P) this school year in partnership with the existing STAR Afterschool Program. ELO-P provides funding for afterschool and summer school enrichment programs for transitional kindergarten through sixth grade. This program can provide expanded learning opportunities before school, after school, summer, or intersession learning programs that focus on developing the academic, social, emotional, and physical needs and interests of pupils through hands-on, engaging learning experiences.

The attached Memorandum of Understanding (MOU) identifies the responsibilities of both the City of Paramount and the Paramount Unified School District in coordinating these two programs so that they function as a cohesive program to serve the afterschool needs of eligible participants. This MOU is effective through the end of the current school year and terminates on June 30, 2023.

The Paramount Unified School Board approved the MOU at their November 9, 2022 meeting.

RECOMMENDED ACTION

It is recommended that the City Council approve the Memorandum of Understanding between the City of Paramount and the Paramount Unified School District that identifies responsibilities of both agencies in operating the ELO-P and STAR program.



Paramount Unified School District

Memorandum of Understanding For Academic Year 2022-23 ELO-P and STAR

This Memorandum of Understanding is entered into between the Paramount Unified School District and the City of Paramount.

About the Paramount Unified School District

Paramount Unified School District's mission is to ensure that its graduates will be prepared for success in both college and career by possessing the knowledge, skills, and certifications necessary to be successful in any post-secondary environment. In alignment with this, Paramount Unified School District will offer an Expanded Learning Opportunities Program (ELO-P) for students in TK-6 (priority) and grades 7 and 8 in collaboration with the City of Paramount and its Success Through Academics and Recreation (STAR) Program (funded through the ASES Grant) which is open to all TK-8 students. Although funded by separate grants, ELO-P and STAR will operate as one cohesive program and be offered free of charge to all eligible students. This partnership aims to support the following purposes:

- 1. Exceptional academic support programs to serve diverse learners in their growth and achievement of grade-level standards and beyond
- 2. Enriching arts programs that offer students the opportunity to create, perform, present, produce, respond to, and connect with the different arts disciplines (dance, music, theater, visual arts, media arts)
- 3. Fitness and athletic programs focused on promoting healthy life choices and developing the physical skills to participate and excel in a variety of sports with an emphasis on fair play and good sportsmanship
- 4. STEM programs that will help students become creators and innovators who can think critically, collaborate, and communicate effectively to generate and advocate for solutions to real world problems
- 5. A caring and supportive environment where student leadership, voice, and choice are valued and nurtured.

Partnership and Program Requirements

Paramount Unified School District agrees to provide the following for the duration of the 2022-23 school year on an in-kind basis:

- 1. Clean and safe school space and classroom facilities for student use at ten elementary, one 4-8, three middle, and one K-8 school sites.
- 2. Funding for additional staff and materials should enrollment exceed the staff-to-student ratio of 1:20 (1st through 8th grade) or 1:10 (TK/K). Both PUSD and the City of Paramount must be in agreement on the need to serve a higher number of students prior to additional staff being hired.
- 3. Food services that will provide daily meals for students in the STAR program.
- 4. Custodial services.
- 5. Ongoing communication, collaboration, and professional development for STAR program leaders.

The City of Paramount agrees to provide the following services:

- 1. Coordinate and manage the (STAR) Program for up to 100 students per day at each of ten elementary, one 4-8, three middle, and one K-8 school sites.
- 2. Provide staffing (as hiring capacity allows) and materials for 180 days of programming in accordance with the District's instructional calendar. Staffing must meet the ELO-P grant's staff-to-student ratio requirement of 1:20 (1st through 8th grade) or 1:10 (TK/K).
- 3. Provide regularly updated enrollment and attendance data.
- 4. Support teachers and staff of community-based organizations that are hired by the District to provide enrichment opportunities to students.
- 5. Follow guidelines, terms, and conditions of the After School Education and Safety (ASES) grant and submit all required reports to the CDE.

Modification and Termination Agreement

This Memorandum of Understanding shall be effective November 10, 2022 through June 30, 2023. Should this Memorandum of Understanding require modifications during this period, they shall be added with mutual agreement by both parties. Either party may cancel this agreement at any time.

John Moreno, City Manager, City of	Patricia Tu, Assistant Superintendent, Business
Paramount	Services
Date	Date