



PUBLIC PARTICIPATION NOTICE

Public Participation Accessibility for the City Council and Successor Agency for the Paramount Redevelopment Agency meetings scheduled for **February 14, 2023**.

In-person Attendance:

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

View the City Council meeting live stream:

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

Public Comments:

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

- **In-Person**

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

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

E-mail public comments must be received by **5:45 p.m. on Tuesday, February 14, 2023**. 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.

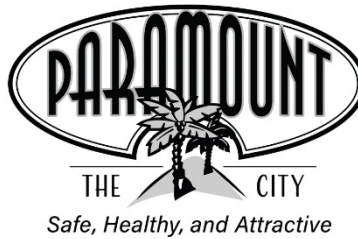
- **Teleconference: (562) 220-2225**

Participants wishing to address the City Council by teleconference should call City Hall at **(562) 220-2225** by **5:45 p.m. on Tuesday, February 14, 2023** 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
February 14, 2023



Regular Meeting
City Hall Council Chamber
6:00 p.m.

City of Paramount

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

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

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

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

Notes

CALL TO ORDER:	Mayor Vilma Cuellar Stallings
PLEDGE OF ALLEGIANCE:	Dr. Linda Timmons, Unity in the Community
INVOCATION:	Pastor Ray Moten, Joseph of Jacob United Church of God in Christ
ROLL CALL OF COUNCILMEMBERS:	Councilmember Annette C. Delgadillo Councilmember Peggy Lemons Councilmember Brenda Olmos Vice Mayor Isabel Aguayo Mayor Vilma Cuellar Stallings

PRESENTATIONS

1. [PROCLAMATION](#) National Black History Month
2. [PRESENTATION](#) Mayor's Award of Excellence
3. [PROCLAMATION](#) National Children's Dental Health Month

CITY COUNCIL PUBLIC COMMENT UPDATES

PUBLIC COMMENTS

CONSENT CALENDAR

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

4. [APPROVAL OF MINUTES](#) January 24 and January 28, 2023
5. [APPROVAL](#) Register of Demands
6. [ORDINANCE NO. 1167 \(Adoption\)](#) Approving a request by Michael Zenon/ZT Architecture + Land Development for United Methodist Church to (1) change the official Zoning Map from C-3 (General Commercial) to PD-PS (Planned Development with Performance Standards)/Mixed-Use Commercial and Senior Assisted/Independent Living Facility at 16635 Paramount Boulevard for a project at 16635-16683 Paramount Boulevard and (2) repeal Zone Change No. 230 for the PD-PS zone at 16675-16683 Paramount Boulevard and incorporating this land into Zone Change No. 239.
7. [RECEIVE AND FILE](#) Treasurer's Report for the Quarter Ending December 31, 2022
8. [AWARD OF CONTRACT](#) City Hall Kitchen Renovation (City Project No. 9384)

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- | | | |
|-----|---|--|
| 9. | <u>APPROVAL</u> | Agreement with Laurinco Interior Planning and Design for Interior and Exterior Planning and Design Consulting Services |
| 10. | <u>ACCEPTANCE OF WORK</u> | Electric Vehicle Charging Stations (City Project No. 9290) |

NEW BUSINESS

- | | | |
|-----|---|---|
| 11. | <u>ORAL REPORT</u> | Community Service Organization Update – Paramount Lions Club |
| 12. | <u>ORAL REPORT</u> | 2022 Annual Uniform Crime Report |
| 13. | <u>ORAL REPORT</u> | Public Safety Resident Satisfaction Survey 2022 |
| 14. | <u>ORAL REPORT</u> | Planning Department 2022 Year-End Summary |
| 15. | <u>PUBLIC HEARING ORDINANCE NO. 1168 (Introduction)</u> | Amending Chapters 8.04.010 and 8.04.040 of the Paramount Municipal Code regarding incorporation of the County Health and Safety Code |
| 16. | <u>PUBLIC HEARING ORDINANCE NO. 1169 (Introduction)</u> | Amending Chapters 10.04.010 and 10.04.020 of the Paramount Municipal Code regarding incorporation of the County Traffic Code |
| 17. | <u>PUBLIC HEARING</u> | Substantial Amendment to the 2021-2022 Annual Action Plan HOME-ARP Allocation Plan |
| 18. | <u>RESOLUTION NO. 23:005</u> | Approving, Authorizing, and Directing City Execution of the Joint Exercise of Powers Agreement relating to Membership in the Gateway Cities Affordable Housing Trust |
| 19. | <u>APPROVAL</u> | Bikeway License Agreement between the City of Paramount and Los Angeles County Metropolitan Transportation Authority for WSAB Bikeway Phase 2 (City Project No. 9932) |
| 20. | <u>RECEIVE AND FILE</u> | Program Partner Agreement – Annual Update |

ENVIRONMENTAL SUSTAINABILITY NEW BUSINESS

None

COMMENTS/COMMITTEE REPORTS

- Councilmembers
- Staff

CLOSED SESSION

CONFERENCE WITH REAL PROPERTY NEGOTIATORS

Gov't Code § 54956.8 – One (1) Property

15538 Colorado Ave., Paramount, CA 90723

Agency negotiator: City Manager

Negotiating parties: City of Paramount

Under negotiation: Price and Terms of Payment

PUBLIC EMPLOYEE PERFORMANCE EVALUATION: City Manager

Pursuant to Gov't Code § 54957(b)(1)

ADJOURNMENT

To a meeting on February 28, 2023 at 5:00 p.m.

FEBRUARY 14, 2023

PROCLAMATION

NATIONAL BLACK HISTORY MONTH

FEBRUARY 14, 2023

PRESENTATION

MAYOR'S AWARD OF EXCELLENCE

FEBRUARY 14, 2023

PROCLAMATION

NATIONAL CHILDREN'S DENTAL HEALTH MONTH: CHILDREN'S DENTAL
CLINIC

City Council Public Comment Updates

February 14, 2023

From the January 24, 2023 City Council Meeting:

Commenter	Request/Issue/Concern	Action/Comment
Alejandro Yanez	Complained that a City staff report from March 2021 regarding an analysis and community interest in handball was discriminatory toward him, and he accused City staff of calling him names in the report.	Mr. Yanez's account of the substance of the staff report is erroneous. A copy of the report can be found at www.Paramountcity.com by searching Agendas and Meetings for March 16, 2021.

FEBRUARY 14, 2023

APPROVAL OF MINUTES

PARAMOUNT CITY COUNCIL

MOTION IN ORDER:

APPROVE THE PARAMOUNT CITY COUNCIL MINUTES OF JANUARY 24
AND JANUARY 28, 2023

MOTION:

MOVED BY: _____

SECONDED BY: _____

[] APPROVED

[] DENIED

ROLL CALL VOTE:

AYES: _____

NOES: _____

ABSENT: _____

ABSTAIN: _____

**PARAMOUNT CITY COUNCIL
MINUTES OF A REGULAR MEETING
JANUARY 24, 2023**

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

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

Mayor Cuellar Stallings called for a moment of silence to honor the victims of the recent mass shootings in Monterey Park and Half Moon Bay.

PLEDGE OF ALLEGIANCE: LuzC Martinez, Girl Scouts Troops 1613, led the pledge of allegiance.

INVOCATION: Pastor Grady Jones, New Commandment Missionary Baptist Church delivered the invocation.

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

STAFF PRESENT: John Moreno, City Manager
John E. Cavanaugh, City Attorney
Andrew Vialpando, Assistant City Manager
John Carver, Planning Director
David Johnson, Community Services Director
Kim Sao, Finance Director
Clyde Alexander, Assistant Finance Director (remote)
Sol Bejarano, Management Analyst
Rebecca Bojorquez, Management Analyst
Chris Callard, Public Information Officer
Joanne Cha, Senior Accountant
Steve Coumparoules, Community Preservation Mgr.
Jaime De Guzman, Senior Accountant
Anthony Gonzalez, IT Consultant
Yecenia Guillen, Assistant Community Serv. Director
Jocelyn Hernandez, Communications Specialist
Sarah Ho, Assistant Public Works Director
John King, Assistant Planning Director
Nicole Lopez, HR Manager
Heidi Luce, City Clerk
Wendy Macias, Public Works Manager

Anthony Martinez, Senior Management Analyst
Ivan Reyes, Associate Planner
Johnnie Rightmer, Building & Safety Manager
Melissa Torres, Communications Specialist
Eric Wosick, Assistant Public Safety Director

PRESENTATIONS

- | | |
|--|--|
| 1. PRESENTATION
Mayor's Award of
Excellence
CF 39.7 | Mayor Cuellar Stallings presented the Mayor's Award of Excellence to residents Jayson and Shannon Pittman. The Pittman family was present to accept the award and expressed sincere appreciation for the recognition. |
| 2. CERTIFICATE OF
RECOGNITION
Paramount High School
Boys Water Polo
CF 39.6 | Mayor Cuellar Stallings, on behalf of the City Council, presented a Certificate of Recognition to the Paramount High School Boys Water Polo team. The coach and members of the team were present to accept the award. |
| 3. CERTIFICATES OF
RECOGNITION
Winter 2022 Special
Events Volunteers
CF 39.4 | Mayor Cuellar Stallings, on behalf of the City Council, presented certificates of recognition to the following groups and organizations that volunteered at the City's various Winter Special Events: Paramount High School ASB, AVID, Cheer and Song, Cosairs, Green Club, Interact Club, Kiwin's Club, and Leo's Club; MUSA; and World Energy. |
| 4. CERTIFICATES OF
RECOGNITION
Winter 2022 Holiday
Home Decorating
Winners
CF 39.6 | Mayor Cuellar Stallings, on behalf of the City Council, presented certificates of recognition to the following Holiday Home Decorating contest winners: Jimenez Family, Best Holiday Scene; Garcia Family, Most Original; and Sibaja Family, Best Use of Holiday Lights. |
| 5. PRESENTATION
Gateway Cities Council
of Governments – Gold
Energy Action Award
CF 37.8 | Nancy Pfeffer, Executive Director of Gateway Cities Council of Governments presented the City with the Gold Energy Action Award and shared a video presentation in recognition of the City's achievements in energy efficiency and sustainability. |

6. PRESENTATION
Government Finance
Officers Association
Annual Comprehensive
Financial Report Award
for Fiscal Year 2020-
2021
CF 39.8
- Kinnaly Soukhaseum, Partner, Eide Bailly, LLP presented the GFOA Fiscal Year 2020 Annual Comprehensive Financial Report Award to the City Council.

CITY COUNCIL PUBLIC COMMENT UPDATES

- CF 10.4
- There were no City Council public comment updates. City Manager Moreno provided an update on the City's air quality monitoring program and shared information on how residents can obtain more information about the program, including up-to-date, accurate testing results.

PUBLIC COMMENTS

- CF 10.3
- The following individuals addressed the City Council and provided public comments: Eric Shen, Executive Director, Eco-Rapid Transit, Alejandro Yanez and Betty Green*. Additionally the following individual submitted a written public comment: Chrissy Padilla Birkey, Executive Director, Kingdom Causes Bellflower.

** Ms. Green's comments were provided after Item 15 and without submitting a speaker card.*

CONSENT CALENDAR

It was moved by Councilmember Olmos and seconded by Councilmember Lemons to approve Consent Calendar Items 7, 8, 9, 10, 11, 12 and 13. The motion was passed by the following roll call vote:

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

NOES: None

ABSENT: None

ABSTAIN: None

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| 7. | APPROVAL OF
MINUTES
December 13, 2022 | Approved. |
| 8. | APPROVAL
Register of Demands
CF 47.2 | Approved. |
| 9. | RESOLUTION NO.
23:003
Amending the City of
Paramount Policy for
Reimbursement of
Expenses Incurred for
Official City Business
CF 10.17 | Adopted. |
| 10. | RESOLUTION NO.
23:004
Authorizing the Grant
Application, Acceptance,
and Execution of the
California Department of
Water Resources Urban
Community Drought
Relief Grant Program for
the Vermont Water
Infrastructure Facility
Project
CF 31.15
CF 113 (Folder 11) | Adopted. |
| 11. | APPROVAL
Service Agreement with
Studio One Eleven for
Design and Construction
Documents for the
Progress Plaza Exterior
Improvements (City
Project No. 9352)
CF 43.1188 | Approved the service agreement with Studio One
Eleven for design and construction document
services for the Progress Plaza Exterior
Improvements. |

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| 12. | ORDINANCE NO. 1168
(Setting a Public
Hearing)
Amending Chapters
8.04.010 and 8.04.040 of
the Paramount Municipal
Code regarding
incorporation of the
County Health and
Safety Code
CF 61.23 | Read by title only and set a Public Hearing on
Ordinance No. 1168 for February 14, 2023 |
| 13. | ORDINANCE NO. 1169
(Setting a Public
Hearing)
Amending Chapters
10.04.010 and 10.04.020
of the Paramount
Municipal Code
regarding incorporation
of the County Traffic
Code
CF 98.1 | Read by title only and set a Public Hearing on
Ordinance No. 1169 for February 14, 2023 |

NEW BUSINESS

- | | | |
|-----|---|--|
| 14. | RECEIVE AND FILE
Annual Comprehensive
Financial Report (ACFR)
for Fiscal Year Ending
June 30, 2022
CF 26 | Finance Director Sao and Kinnaly Soukhaseum,
Partner, Eide Bailly, LLP gave the report and
presented a PowerPoint presentation providing a
review of the City's financial position and overview of
the audit process and Annual Comprehensive
Financial Report for the Fiscal Year ending June 30,
2022. |
| 15. | ORAL REPORT
Community Service
Organization Update –
Paramount Women's
Club
CF 62 | Lucy Hayes from the Paramount Women's Club
shared the history of the Paramount Women's Club
and provided an overview of the services and events
the Paramount Women's Club provides to the
Paramount community. |
| 16. | ORAL REPORT
Gateway Cities
Affordable Housing Trust
Fund
CF 37.8 | Adam Eliason, Gateway Cities Council of
Governments Housing Consultant and Melani Smith,
Director of Regional Development with Gateway
Cities Council of Governments were present to
provide the report and answer questions. |

Mr. Eliason provided a PowerPoint presentation explaining how an affordable housing trust works and providing an overview of the newly formed Gateway Cities Affordable Housing Trust Fund.

In response to a question from Councilmember Olmos, Mr. Eliason provided an explanation of possible ways the funds could be distributed across the Gateway Cities COG region.

17. PUBLIC HEARING
Mixed-Use Commercial
and Senior
Assisted/Independent
Living Facility at 16635-
16683 Paramount
Boulevard.
In compliance with the
California Environmental
Quality Act (CEQA), a
Mitigated Negative
Declaration will be
considered.
CF 109
CF ZC 230

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

Mayor Cuellar Stallings opened the public hearing.

Lisa Del Sesto provided public testimony regarding this item requesting that the proposed project provide true, ample parking so that the surrounding neighborhood is not impacted:

Discussion ensued concerning the parking requirements associated with the project. Planning Director Carver provided an overview of the associated requirements, including a Conditional Use Permit requirement for the retail uses.

Hearing no further public testimony, it was moved by Councilmember Lemons and seconded by Vice Mayor Aguayo to close the public hearing. The motion was passed by the following roll call vote:

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

NOES: None

ABSENT: None

ABSTAIN: None

It was moved by Councilmember Lemons and seconded by Vice Mayor Aguayo to appropriate an additional \$300,000 from the available low-to-moderate income housing fund and \$1,700,000 from available Federal ARPA funds for this project. The motion was passed by the following roll call vote:

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

NOES: None

ABSENT: None

ABSTAIN: None

It was further moved by Councilmember Lemons and seconded by Vice Mayor Aguayo to adopt the Mitigated Negative Declaration and the Mitigation Monitoring Program relative to General Plan Amendment No. 22-1 and Zone Change No. 239. The motion was passed by the following roll call vote:

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

NOES: None

ABSENT: None

ABSTAIN: None

- a) RESOLUTION NO.
23:001
Approving a request
by Michael Zenon/ZT
Architecture + Land
Development for
United Methodist
Church to change the
General Plan Land
Use Designation from
Central Business
District to Mixed-Use
Commercial and
Senior
Assisted/Independent
Living Facility at
16635 Paramount
Boulevard in the C-3
(General
Commercial) zone.
CF 109
CF ZC 239

It was moved by Councilmember Olmos and seconded by Councilmember Delgadillo to read by title only and adopt Resolution No. 23:001, "A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PARAMOUNT SETTING FORTH ITS FINDINGS OF FACT AND DECISION RELATIVE TO GENERAL PLAN AMENDMENT NO. 22-1, APPROVING A REQUEST BY MICHAEL ZENON/ZT ARCHITECTURE + LAND DEVELOPMENT FOR UNITED METHODIST CHURCH TO CHANGE THE GENERAL PLAN LAND USE DESIGNATION FROM CENTRAL BUSINESS DISTRICT TO MIXED-USE COMMERCIAL AND SENIOR ASSISTED/INDEPENDENT LIVING FACILITY AT 16635 PARAMOUNT BOULEVARD IN THE C-3 (GENERAL COMMERCIAL) ZONE IN THE CITY OF PARAMOUNT." The motion was passed by the following roll call vote:

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

NOES: None

ABSENT: None

ABSTAIN: None

- b) ORDINANCE NO. 1167 (Introduction)
Approving a request by Michael Zenon/ZT Architecture + Land Development for United Methodist Church to (1) change the official Zoning Map from C-3 (General Commercial) to PD-PS (Planned Development with Performance Standards)/Mixed-Use Commercial and Senior Assisted/Independent Living Facility at 16635 Paramount Boulevard for a project at 16635-16683 Paramount Boulevard and (2) repeal Zone Change No. 230 for the PD-PS zone at 16675-16683 Paramount Boulevard and incorporating this land into Zone Change No. 239.
- It was moved by Councilmember Delgadillo and seconded by Councilmember Lemons to read by title only, waive further reading, introduce Ordinance No. 1167, "AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF PARAMOUNT, APPROVING ZONE CHANGE NO. 239, A REQUEST BY MICHAEL ZENON/ZT ARCHITECTURE + LAND DEVELOPMENT FOR UNITED METHODIST CHURCH TO (1) CHANGE THE OFFICIAL ZONING MAP FROM C-3 (GENERAL COMMERCIAL) TO PD-PS (PLANNED DEVELOPMENT WITH PERFORMANCE STANDARDS)/ MIXED-USE COMMERCIAL AND SENIOR ASSISTED/ INDEPENDENT LIVING FACILITY AT 16635 PARAMOUNT BOULEVARD AND (2) REPEAL ZONE CHANGE NO. 230 FOR THE PD-PS ZONE AT 16675- 16683 PARAMOUNT BOULEVARD AND INCORPORATING THIS LAND INTO ZONE CHANGE NO. 239 IN THE CITY OF PARAMOUNT," and place it on the next regular agenda for adoption. The motion was passed by the following roll call vote:
- AYES: Councilmembers Delgadillo, Lemons, Olmos; Vice Mayor Aguayo; and Mayor Cuellar Stallings
- NOES: None
- ABSENT: None
- ABSTAIN: None
18. REPORT
Residential and Commercial Beautification Program CF 74.3
- Assistant City Manager Vialpando gave the report and presented a PowerPoint presentation.
- Discussion ensued concerning various aspects of the program with the following suggestions being made: come up with a more creative name; include a year on the yard signs; limit the number of times a property can apply/win so that the same houses aren't always winning; enhance the awards package; and exclude staff from judging process. City Manager Moreno stated that staff will include these suggestions in the final program and funding for the program will be included during the mid-year budget review.

19. AWARD OF
 CONTRACT
 Adopt-A-Highway
 Service
 CF 31.14
 CF 43.1189
- Assistant Public Works Director Ho gave the report and presented a PowerPoint presentation.
- It was moved by Councilmember Olmos and seconded by Councilmember Delgadillo to: 1) appropriate an additional \$15,000 from the available General Fund balance; and 2) award the contract for the Adopt-A-Highway Service to Adopt A Highway Maintenance Corporation, Costa Mesa, California, in the amount of \$2,930 per month, and authorize the Mayor or her designee to execute the agreement. The motion was passed by the following roll call vote:
- AYES: Councilmembers Delgadillo, Lemons,
 Olmos; Vice Mayor Aguayo; and
 and Mayor Cuellar Stallings
- NOES: None
- ABSENT: None
- ABSTAIN: None
20. AWARD OF
 CONTRACT
 Home Improvement
 Program Construction
 Services at 15118
 Bellota Avenue
 CF 54.9 HOME
- Associate Planner Reyes gave the report and presented a PowerPoint presentation.
- It was moved by Councilmember Lemons and seconded by Councilmember Delgadillo to award the contract for construction services to VV&G in the total amount of \$28,930.00 from Federal HOME funds and property owner contributions for Home Improvement Program construction services at 15118 Bellota Avenue. The motion was passed by the following roll call vote:
- AYES: Councilmembers Delgadillo, Lemons,
 Olmos; Vice Mayor Aguayo; and
 and Mayor Cuellar Stallings
- NOES: None
- ABSENT: None
- ABSTAIN: None
21. APPROVAL
 Installation of a Limited
 Time Parking Zone in
 front of 7116 Marcelle
 Street
 CF 73.2
- Assistant Public Works Director Ho gave the report and presented a PowerPoint presentation.

It was moved by Councilmember Olmos and seconded by Councilmember Lemons to approve the installation of a limited time parking zone in front of 7116 Marcelle Street. The motion was passed by the following roll call vote:

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

NOES: None

ABSENT: None

ABSTAIN: None

22. AWARD OF
CONTRACT
Interior Office Solutions,
Inc., dba PeopleSpace
for the Purchase of
Office Furniture and
Storage Solutions for the
City Hall Office Furniture
Upgrade and
Replacement Project
(City Project No. 9382)
CF 43.1190

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

It was moved by Councilmember Olmos and seconded by Councilmember Delgadillo to: 1) appropriate an additional \$296,939 from the available fund balance in the Equipment Replacement Fund; 2) award a contract to Interior Office Solutions, Inc., dba PeopleSpace for the purchase of office furniture and storage solutions for the City Hall office furniture upgrade and replacement project (CIP No. 9382); and, 3) authorize the City Manager to execute the agreement to include the cost for the purchase and installation of the office furniture at \$228,273; a 10% contingency for unexpected costs in the amount of \$22,827; and \$15,963 for the uninstallation, removal, and transportation of the old office furniture, for a total contract amount not to exceed \$266,963. The motion was passed by the following roll call vote:

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

NOES: None

ABSENT: None

ABSTAIN: None

23. RESOLUTION NO.
23:002
Approving the 2023
Legislative Platform
CF 58

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

It was moved by Councilmember Lemons and seconded by Councilmember Aguayo to read by title only and adopt Resolution No. 23:002, "A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PARAMOUNT APPROVING THE CITY'S 2023 LEGISLATIVE PLATFORM." The motion was passed by the following roll call vote:

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

ENVIRONMENTAL SUSTAINABILITY NEW BUSINESS

None.

COMMENTS/COMMITTEE REPORTS

Councilmembers

Councilmember Delgadillo wished staff and the community a Happy New Year. She also reported on her attendance at the Chamber of Commerce Networking Event held at LA Kings Iceland where Chamber Ambassadors Dora Sanchez and Luis Baez were recognized. Lastly, she offered condolences to the neighboring community of Monterey Park.

Councilmember Olmos reported on her attendance at the following events and meetings, and provided a brief overview of each: the California Contract Cities Association (CCCA) Executive Team meeting with Sheriff Luna, CCCA's Public Safety Committee policy meeting; a CCCA meeting with Public Safety Commissioners in Bellflower; and the CCCA Sacramento Legislative Tour in Sacramento. She also reported that she attended a meeting with Congresswoman Nannette Barragan, the Water Education for Latino Leaders (WELL) meeting; and the Paramount Historical Society membership meeting and provided a brief overview of each meeting.

Lastly, she requested that staff look into adding an option on the Paramount Works app for residents to report tree health and safety concerns.

Councilmember Lemons reported that she attended the Homelessness Ad Hoc Committee meeting with Councilmember Olmos and provided a brief overview of the topics discussed. She also reported on her attendance at the recent SEAACA board meeting and shared information about the resources available on the SEAACA website for lost and found pets.

Vice Mayor Aguayo reported on her attendance at the following events and provided a brief overview of each: Eco-Rapid Transit board meeting and the CCCA Legislative Tour. She also reported that she attended the recent Clutter Free Paramount event and expressed appreciation to the volunteers and staff for an awesome event.

Mayor Cuellar Stallings reported on her attendance at the following events and provided a brief overview each: Mayor Rex Richardson's swearing in ceremony; a welcome event for Sheriff Luna; a breakfast with MUSA; the Clutter Free Paramount event; the CCCA Legislative Tour; the Neighborhood Backyard meeting with Congresswoman Barragan; and the US Conference of Mayors Annual Conference in Washington DC.

Staff

City Manager Moreno introduced a new employee, Celina Sanchez, who was recently hired to work as a Management Analyst in the Environmental Sustainability division of the Public Works Department.

CLOSED SESSION

There was no closed session.

ADJOURNMENT

There being no further business to come before the City Council, Mayor Cuellar Stallings adjourned the meeting at 8:10 p.m. in memory of community members Shirley Korver and Todd Hansen, and Riverside County Sheriff's Deputies Isaiah Cordero and Darnell Calhoun who all recently passed away. The meeting was adjourned to a meeting on January 28, 2023 at 8:30 a.m. at Progress Park Plaza, 15500 Downey Avenue, Paramount, CA 90723.

Vilma Cuellar Stallings, Mayor

ATTEST:

Heidi Luce, City Clerk

**PARAMOUNT CITY COUNCIL
MINUTES OF AN ADJOURNED MEETING
JANUARY 28, 2023**

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

CALL TO ORDER: The adjourned meeting of the Paramount City Council was called to order by Mayor Vilma Cuellar Stallings at 8:36 a.m. at Progress Park Plaza, 15500 Downey Avenue, Paramount, California.

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

STAFF PRESENT: John Moreno, City Manager
John E. Cavanaugh, City Attorney*
Andrew Vialpando, Assistant City Manager
John Carver, Planning Director
Sarah Ho, Assistant Public Works Director
David Johnson, Community Services Director
Heidi Luce, City Clerk
Kim Sao, Finance Director

**Arrived at 12:15 p.m. for closed session*

**CITY COUNCIL GOVERNANCE AND GOALS
WORKSHOP**

Mike Shellito with Shellito Training and Consulting facilitated an interactive workshop on City Council governance and goals. The workshop topics included:

- Principles & Practices of Good Governance (led by Mr. Shellito)
- Environmental Scan Discussion (led by Mr. Shellito)
- Review of Accomplishments and Department Goals & Operational Initiative Priorities (led by City Manager Moreno)
- City Council Goals & Operational Initiative Priorities (City Council group discussion)

PUBLIC COMMENTS

There were no public comments.

CLOSED SESSION

At 12:26 p.m. Mayor Cuellar Stallings recessed the meeting for a short break to be followed by a closed session to discuss the matters listed below:

CONFERENCE WITH REAL PROPERTY NEGOTIATORS

Gov't Code § 54956.8 – Three (3) Properties:

1. 16280 Paramount Blvd., Paramount, CA 90723
Agency negotiator: City Manager
Negotiating parties: Northgate Gonzalez Real Estate
Under negotiation: Price and Terms of Payment
2. 7102-027-019 & -020, Vacant Land, 16471
Paramount Blvd., Paramount, CA 90723
Agency negotiator: City Manager
Negotiating parties: Paramount General Hospital Company
Under negotiation: Price
3. 16493 Paramount Blvd., Paramount, CA 90723
Agency negotiator: City Manager
Negotiating parties: Paramount Saw, LLC
Under negotiation: Price and Terms of Payment

The meeting was called to order in Closed Session at 12:35 p.m. with all Councilmembers present.

Following the closed session, Mayor Cuellar Stallings called the meeting back to order in open session at 1:38 p.m.

City Attorney Cavanaugh reported that the City Council held a duly authorized closed session to discuss the matter listed above and there was no reportable action taken.

ADJOURNMENT

There being no further business to come before the City Council, Mayor Cuellar Stallings adjourned the meeting at 1:38 p.m. to the next regular meeting of the City Council scheduled for February 14, 2023 at 6:00 p.m.

Vilma Cuellar Stallings, Mayor

ATTEST:

Heidi Luce, City Clerk

FEBRUARY 14, 2023

REGISTER OF DEMANDS

PARAMOUNT CITY COUNCIL

MOTION IN ORDER:

APPROVE THE PARAMOUNT CITY COUNCIL REGISTER OF DEMANDS.

MOTION:

MOVED BY: _____

SECONDED BY: _____

[] APPROVED

[] DENIED

ROLL CALL VOTE:

AYES: _____

NOES: _____

ABSENT: _____

ABSTAIN: _____

**CITY OF PARAMOUNT
FINAL CHECK REGISTER
January 31, 2023
Pre-issue Checks**

Check Number	Vendor Name	Amount	Description
327298	A Y NURSERY, INC.	913.50	PW - LANDSCAPE MNTC SUPPLIES
		152.25	PW - LANDSCAPE MNTC SUPPLIES
	Vendor Tota	1,065.75	
327513	ACE BUSINESS MACHINES, INC	707.72	FIN - EQUIPMENT MNTC SVCS
	Vendor Tota	707.72	
327277	ADMINISTRATIVE SERVICES CO-OP	2,791.25	CSR - TAXI TRANSIT SVCS (10/22)
		2,269.67	CSR - TAXI TRANSIT SVCS (11/22)
		36.25	CSR - TAXI TRANSIT SVCS (10/22)
327471		2,303.50	CSR - TAXI TRANSIT SVCS (12/22)
	Vendor Tota	7,400.67	
327328	ADVANCE ELEVATOR, INC	300.00	PW - ELEVATOR MNTC (1/23)
327377		5,000.00	PW - ELEVATOR INSPECTION (2023)
	Vendor Tota	5,300.00	
327247	AFLAC	1,801.62	AFLAC VOLUNTARY INSURANCE (12/22)
	Vendor Tota	1,801.62	
327329	AIRGAS	110.42	PW - WATER OPER MNTC SUPPLIES
	Vendor Tota	110.42	
327299	AKESO OCCUPATIONAL HEALTH	745.00	HR - HEALTH SCREENINGS (12/22)
		515.00	CSR - STAR HEALTH SCREENINGS (12/22)
	Vendor Tota	1,260.00	
327330	ALL CITY MANAGEMENT SERVICES	8,969.22	PS - CROSSING GUARD SVCS (11/13-11/26)
	Vendor Tota	8,969.22	
327360	ALWAYS GREEN TURF, LLC	15,400.00	CIP - ARTIFICIAL TURF INSTALL (ELKS
	Vendor Tota	15,400.00	
16077	AMERICAN EXPRESS	664.58	CSR - ENP SUPPLIES
		66.14	FIN - OFFICE SUPPLIES
		24.24	CC - OFFICE SUPPLIES
		57.96	CSR - OFFICE SUPPLIES
		14.32	AS - OFFICE SUPPLIES
		119.98	CSR - ENP SUPPLIES
		42.28	CM - OFFICE SUPPLIES
		132.27	CSR - ENP SUPPLIES
		118.00	CSR - ENP SUPPLIES
		96.26	FIN - OFFICE SUPPLIES
		33.06	FIN - OFFICE SUPPLIES
		18.51	CSR - OFFICE SUPPLIES
		60.63	PS - OFFICE SUPPLIES
		15.00	GEN - AMEX CARD DELIVERY FEE
		13.75	GEN - AMEX USER CARD FEE
		-15.00	GEN - AMEX CARD DELIVERY FEE (CREDIT)
	Vendor Tota	1,461.98	
327504	AMERICAN WATER WORKS ASSOC.	106.00	PW - AWWA MEMBERSHIP (NM)
	Vendor Tota	106.00	
327300	APOLLO WOOD RECOVERY, INC	1,262.00	PW - LANDSCAPE MNTC SUPPLIES
	Vendor Tota	1,262.00	
327472	APPLE INC	275.35	CSR - STAR SUPPLIES
	Vendor Tota	275.35	
327278	ARAMARK UNIFORM SERVICES, INC.	239.78	CSR - LAUNDRY SVCS (12/21)
327415		239.78	CSR - LAUNDRY SVCS (1/4)
	Vendor Tota	479.56	

**CITY OF PARAMOUNT
FINAL CHECK REGISTER
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Check Number	Vendor Name	Amount	Description
327301	AT & T	96.30	GEN - COM CTR INTERNET (1/23)
327378		53.50	GEN - PARAMOUNT POOL INTERNET (1/23)
327435		112.35	GEN - CLRWTR INTERNET (1/23)
327473		64.20	GEN - SPLASH PAD INTERNET (1/23)
327302		1,484.60	GEN - TELEPHONE SERVICE (12/22)
		1,136.65	PW - WATER SYSTEM SERVICE (12/22)
	Vendor Tota	2,947.60	
327469	ATHENS SERVICES	54,914.57	TRASH ASSESSMENTS (FY2022)
		-4,393.17	TRASH ASSESS FRANCHISE (FY2022)
		-5,491.46	TRASH ASSESS ADMIN FEE (FY2022)
	Vendor Tota	45,029.94	
327248	ATKINSON, ANDELSON, LOYA	140.00	HR - PERSONNEL RELATIONS SVCS (11/22)
		140.00	
327505	AZTECA PARTY RENTALS, INC	590.00	CSR - 1660 PAINT NIGHT
		590.00	
20148	BANK OF NEW YORK MELLON TRUST	137,043.76	SA - 2010A DEBT SERVICE INTEREST (2/23)
20149		82,125.00	SA - 2015 DEBT SERVICE INTEREST (2/23)
	Vendor Tota	219,168.76	
327361	BEE PRINTING	1,450.86	FIN - A/P ENVELOPES
327370		775.00	FIN - BUDGET TABS
327379		2,089.59	PS - PARKING CITATION BOOKLETS
		900.00	PS - PARKING CITATION BOOKLETS
	Vendor Tota	5,215.45	
327249	BEIGHTON, DAVE	2,200.00	PS - DETECTIVE SPECIALIST (12/17-12/30)
327400		2,000.00	PS - DETECTIVE SPECIALIST (12/31 -1/13)
	Vendor Tota	4,200.00	
327331	BIOMETRICS4ALL, INC	315.00	HR - FINGERPRINTING SVCS (12/22)
		225.00	CSR - STAR FINGERPRINTING SVCS (12/22)
	Vendor Tota	540.00	
327380	BISHOP COMPANY	891.22	PW - LANDSCAPE MNTC SUPPLIES
		891.22	
327416	BOJORQUEZ, ROSIE	135.00	ENP EXCURSION REFUND (BOJORQUEZ)
		135.00	
327303	BRADLE & SONS CONCRETE	379.00	PW - STREET MNTC SUPPLIES
		379.00	
327514	BRAVO SIGN & DESIGN INC	11,550.00	CIP - CIVIC CENTER MONUMENT SIGN
		11,550.00	
327515	BROWN BOLT & NUT CORP.	234.28	PW - WATER OPER MNTC SUPPLIES
		234.28	
327332	BRYAN EXHAUST SERVICE, INC	1,425.00	PW - FACILITY MNTC SVCS
		1,425.00	
327362	BUCKNAM & ASSOCIATES, INC	4,500.00	CIP - WELL #16 PROGRAM MGMT (12/22)
		4,500.00	
327457	BUSCH SYSTEMS INT'L INC.	8,150.91	CIP - FACILITY TRASH RECEPTACLES
		8,150.91	
327436	C S LEGACY CONSTRUCTION	40,572.07	CIP - BUS SHELTERS (12/22)
		40,572.07	

**CITY OF PARAMOUNT
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Check Number	Vendor Name	Amount	Description
327458	CABRILLO MARINE MUSEUM	120.00	CSR - ENP EXCURSION (1/25)
	Vendor Tota	120.00	
327371	CALIFORNIA BUILDING STANDARDS	483.30	REMITTANCE SB1473 (10/22 - 12/22)
		53.70	ADMIN FEE SB1473 (10/22 - 12/22)
		-53.70	ADMIN FEE SB1473 (10/22 - 12/22)
	Vendor Tota	483.30	
16034	CALIFORNIA PUBLIC EMPLOYEES'	39,889.96	PERS RETIREMENT - PPE 12/16
16035		2,978.36	PERS RETIREMENT (CC) - 12/22
16036		16,561.22	PERS RETIREMENT - PPE 12/16
16037		494.73	PERS RETIREMENT (CC) - 12/22
16078		40,049.61	PERS RETIREMENT - PPE 12/30
16079		16,105.93	PERS RETIREMENT - PPE 12/30
16082		104,911.64	MEDICAL INSURANCE (ACTIVE) - 2/23
		9,211.00	MEDICAL INSURANCE (RETIRED) - 2/23
		563.75	MEDICAL INSURANCE (ADMIN FEE) - 2/23
327250		4,539.72	GEN - REPL BENEFIT CONTRIBUTION (2023)
	Vendor Tota	235,305.92	
327304	CALIFORNIA STEEPLEJACK	2,174.29	PW - FLAGS
	Vendor Tota	2,174.29	
327279	CALPERS LONG-TERM CARE PROGRAM	59.42	CALPERS LTC - PPE 12/30 (AF)
327417		59.42	CALPERS LTC - PPE 1/13 (AF)
	Vendor Tota	118.84	
327251	CDCE, INC	1,450.00	PS - MDC INSTALLATION
327437		395.46	PS - MDC INSTALLATION
	Vendor Tota	1,845.46	
327516	CENTRAL BASIN MUNI WATER DIST	258,564.26	PW - PURCHASED WATER (12/22)
	Vendor Tota	258,564.26	
327438	CEREUS BLOOM LIFE COACHING	1,250.00	PS - YAL SUPPLIES
	Vendor Tota	1,250.00	
327333	CHAMPION TEAMWEAR	228.18	CSR - UNIFORMS
	Vendor Tota	228.18	
327381	CHARTER COMMUNICATIONS	769.00	GEN - CITY YARD FIBER INTERNET (1/23)
327439		149.99	GEN - MARIPOSA INTERNET (1/23)
	Vendor Tota	918.99	

**CITY OF PARAMOUNT
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Check Number	Vendor Name	Amount	Description
327372	CINTAS #053	56.75	PW - UNIFORM SVC (FACILITIES)
		38.55	PW - UNIFORM SVC (LANDSCAPE)
		26.69	PW - UNIFORM SVC (ROADS)
		21.85	PW - UNIFORM SVC (WTR PROD)
		23.59	PW - UNIFORM SVC (WTR DIST)
		22.45	PW - UNIFORM SVC (WTR CUST SVC)
		54.58	PW - UNIFORM SVC (FACILITIES)
		38.55	PW - UNIFORM SVC (LANDSCAPE)
		26.69	PW - UNIFORM SVC (ROADS)
		21.85	PW - UNIFORM SVC (WTR PROD)
		23.59	PW - UNIFORM SVC (WTR DIST)
		22.45	PW - UNIFORM SVC (WTR CUST SVC)
		54.58	PW - UNIFORM SVC (FACILITIES)
		38.55	PW - UNIFORM SVC (LANDSCAPE)
		26.69	PW - UNIFORM SVC (ROADS)
		21.85	PW - UNIFORM SVC (WTR PROD)
		23.59	PW - UNIFORM SVC (WTR DIST)
		22.45	PW - UNIFORM SVC (WTR CUST SVC)
		53.81	PW - UNIFORM SVC (FACILITIES)
		26.69	PW - UNIFORM SVC (ROADS)
		38.55	PW - UNIFORM SVC (LANDSCAPE)
		21.85	PW - UNIFORM SVC (WTR PROD)
		23.59	PW - UNIFORM SVC (WTR DIST)
		22.45	PW - UNIFORM SVC (WTR CUST SVC)
	Vendor Tota	752.24	
327418	CINTAS FIRE PROTECTION	146.28	PW - FIRE PROTECTION SVCS (1/23)
	Vendor Tota	146.28	
327252	CIT TECHNOLOGY FIN SERV, INC	527.84	PS - COPIER (12/22)
327382		175.90	PW - COPIER (1/23)
327440		561.35	PS - COPIER (1/23)
	Vendor Tota	1,265.09	
327517	CITY OF DOWNEY	975.75	PW - TRAFFIC SIGNAL MNTC (7/22 - 12/22)
	Vendor Tota	975.75	
16042	CITY OF PARAMOUNT PAYROLL	293,246.35	NET PAYROLL - PPE 12/30
16058		439.90	NET PAYROLL - SPEC 1/5
16064		328,767.97	NET PAYROLL - PPE 01/13
	Vendor Tota	622,454.22	
327334	CNH INDUSTRIAL AMERICA, LLC	25,190.81	PW - BACKHOE LEASE (PRINCIPAL)
		819.11	PW - BACKHOE LEASE (INTEREST)
	Vendor Tota	26,009.92	
327419	COLORS PRINTING, INC	344.97	CSR - SENIOR NEWSLETTER (1/23)
	Vendor Tota	344.97	
327335	COMMERCIAL BUILDING MANAGEMENT	12,357.33	PW - JANITORIAL SVCS (12/22)
	Vendor Tota	12,357.33	
327336	CONTINENTAL INTERPRETING	700.00	CC - COMMUNITY INTERPRETER (12/13)
	Vendor Tota	700.00	
327506	CONTRERAS, FELICIANO OR MARIA	2,000.00	PL - OWNER PORTION REFUND-13444 JETMORE
	Vendor Tota	2,000.00	
327420	DE LAGE LANDEN	215.34	CSR - COM CTR COPIER (1/23)
	Vendor Tota	215.34	
327280	DEL VALLE, RICHARD	48.00	PARKING CITATION REFUND (DEL VALLE)
	Vendor Tota	48.00	

**CITY OF PARAMOUNT
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Check Number	Vendor Name	Amount	Description
327373	DEPT OF CONSERVATION	2,862.42	PL - SMI FEE (10/22 - 12/31)
	Vendor Tota	2,862.42	
327518	DEPT OF INDUSTRIAL RELATIONS	225.00	PW - ELEVATOR INSPECTION (CLRWTR)
	Vendor Tota	225.00	
327337	DIAMOND ENVIRONMENTAL SERVICES	255.00	PW - SALUD PARK RESTROOM (12/22)
	Vendor Tota	255.00	
327281	DIANA'S FLOWERS	450.00	CSR - ENP EVENT SUPPLIES
	Vendor Tota	450.00	
327338	DIRECTV	86.99	PS - EOC SATELLITE SVCS (1/23)
	Vendor Tota	86.99	
327383	DJ JOSE T ENTERTAINMENT	220.00	CSR - SENIOR ENTERTAINMENT (1/5)
	Vendor Tota	220.00	
327474	DOCUMENT SYSTEMS, INC	78.07	CSR - COM CTR COPIER (1/23)
	Vendor Tota	78.07	
327339	DOMINO'S PIZZA	105.84	CSR - STAR SUPPLIES
	Vendor Tota	105.84	
327363	DORSEY, MARK	402.00	PS - JPIA MGMT ACADEMY (DORSEY)
	Vendor Tota	402.00	
327374	EIDE BAILLY, LLP	2,500.00	FIN - GASB 87 SVCS (FY 2022)
327459		4,000.00	FIN - GAS TAX STREET REPORT
	Vendor Tota	6,500.00	
16054	ELAVON, INC	448.98	GEN-CS CREDIT CARD TERMINAL SVCS(12/22)
16055		649.11	GEN-PL CREDIT CARD TERMINAL SVCS(12/22)
	Vendor Tota	1,098.09	
16045	EMPLOYMENT DEVELOPMENT DEPT	12,499.75	STATE PAYROLL TAX - PPE 12/30
16074		13,027.77	STATE PAYROLL TAX - PPE 1/13
	Vendor Tota	25,527.52	
327460	ESTRADA, BALTAZAR	300.00	CSR - SENIOR ENTERTAINMENT (1/26)
	Vendor Tota	300.00	
327340	ETERNITY CARPET	760.00	PW - FACILITY MNTC SVCS
	Vendor Tota	760.00	
327341	EUROFINS CALSCIENCE LLC	1,391.50	PW - WATER CHEMICAL TESTING
	Vendor Tota	1,391.50	
327512	FALCON FUELS, INC	94,426.50	PL - ECONOMIC DEVELOPMENT
	Vendor Tota	94,426.50	
327282	FEDEX	4.58	GEN - POSTAGE EXPENSE
	Vendor Tota	4.58	
327305	FERGUSON ENTERPRISES, INC	43.57	PW - FACILITY MNTC SUPPLIES
327384		47.74	PW - FACILITY MNTC SUPPLIES
327519		1,405.05	PW - LANDSCAPE MNTC SUPPLIES
	Vendor Tota	1,496.36	
327283	FERNANDO TOURS INC	3,350.00	CSR - ENP EXCURSION (12/5)
		1,250.00	CSR - RECREATION EXCURSION (10/26)
		800.00	CSR - RECREATION EXCURSION (12/13)
	Vendor Tota	5,400.00	
327421	FILE KEEPERS, LLC	108.95	AS - SHREDDING SVCS (12/22)
	Vendor Tota	108.95	

**CITY OF PARAMOUNT
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Check Number	Vendor Name	Amount	Description
327284	FILEHOLD SYSTEMS, INC	5,160.00	PL - IMMUTABLE STORAGE SVCS
		1,700.00	PL - IMMUTABLE STORAGE IMPLEMENTATION
	Vendor Tota	6,860.00	
327342	FIRST VEHICLE SERVICES	28,261.58	PW - VEHICLE MNTC SVCS (12/22)
		7,377.75	PW - VEHICLE NON-CONTRACT MNTC (TRAIN)
		1,459.73	PW - VEHICLE NON-CONTRACT MNTC (12/22)
327520		28,261.58	PW - VEHICLE MNTC SVCS (1/23)
		3,133.65	PW - VEHICLE NON-CONTRACT MNTC (1/23)
	Vendor Tota	68,494.29	
327343	FLORES, ALEJANDRA	48.00	PARKING CITATION REFUND (FLORES)
	Vendor Tota	48.00	
327344	FUENTES, KRISTIN	104.00	PARKING CITATION REFUND (FUENTES)
	Vendor Tota	104.00	
327422	FUN EXPRESS	2,143.40	CSR - ENP EVENT SUPPLIES
		554.09	CSR - ENP EVENT SUPPLIES
327475		2,381.40	CSR - STAR SUPPLIES
		2,330.91	CSR - STAR SUPPLIES
		412.58	CSR - STAR SUPPLIES
	Vendor Tota	7,822.38	
327476	FUSION	181.14	GEN - PARAMOUNT PARK ETHERNET (2/23)
	Vendor Tota	181.14	
327477	G & S CLEANERS	483.00	CSR - LAUNDRY SVCS (12/29)
		259.00	CSR - LAUNDRY SVCS (1/17)
	Vendor Tota	742.00	
327345	GAS COMPANY	9,063.56	GEN - FACILITIES NATURAL GAS (12/22)
		611.53	GEN - CLRWTR NATURAL GAS (12/22)
		278.19	PW - WELLS #14 NATURAL GAS(12/22)
	Vendor Tota	9,953.28	
16061	GEOCKO, INC	5,133.57	PL - SBA RELIEF ADMIN FEE
16076		20,000.00	PL - SBA RELIEF (RT FOODS, LLC)
		15,000.00	PL - SBA RELIEF (Y & M JOY, INC)
		15,000.00	PL - SBA RELIEF(MARISCOS MI LINDO CHUY)
16080		3,261.93	PL - SBA RELIEF ADMIN FEE
	Vendor Tota	58,395.50	
327253	GOGO TECHNOLOGIES, INC	200.00	CSR - RIDE DISPATCH SVCS (10/22)
		49.57	CSR - RIDE FARE SVCS (10/22)
327285		200.00	CSR - RIDE DISPATCH SVCS (11/22)
		205.52	CSR - RIDE FARE SVCS (11/22)
327521		200.00	CSR - RIDE DISPATCH SVCS (12/22)
		140.13	CSR - RIDE FARE SVCS (12/22)
	Vendor Tota	995.22	
327401	GOLDEN STATE WATER COMPANY	527.72	PW - MEDIAN IRRIGATION (12/22)
		4,091.96	GEN - ALL AMERICAN PARK WATER (12/22)
	Vendor Tota	4,619.68	
327306	GOLDEN WEST - PIPE & SUPPLY	1,544.71	PW - FACILITY MNTC SVCS
327385		699.70	PW - FACILITY MNTC SUPPLIES
	Vendor Tota	2,244.41	
327307	GOTO COMMUNICATIONS, INC	2,141.42	GEN - VOIP TELEPHONE SVC (1/23)
	Vendor Tota	2,141.42	

**CITY OF PARAMOUNT
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Check Number	Vendor Name	Amount	Description
327308	GRAINGER	168.70	PW - FACILITY MNTC SUPPLIES
		14.33	PW - FACILITY MNTC SUPPLIES
	Vendor Tota	183.03	
327309	GREENFIELD LANDSCAPING & MNTC	58,250.00	PW - LANDSCAPE MNTC SVCS (12/22)
		1,172.03	PW - LANDSCAPE MNTC SVCS
327346		940.63	PW - LANDSCAPE MNTC SVCS
327522		5,970.00	PW - LANDSCAPE MNTC SVCS
	Vendor Tota	66,332.66	
327461	GUS'S DELI BBQ & GRILL	484.27	GEN - CC MEETING EXPENSE (12/13)
	Vendor Tota	484.27	
16038	HASLER MAILING SYSTEMS	2,500.00	GEN - POSTAGE METER (12/28)
16043		50.00	GEN - POSTAGE METER FEE (2023)
16057		2,500.00	GEN - POSTAGE METER (1/23)
	Vendor Tota	5,050.00	
327286	HDL SOFTWARE LLC	576.00	FIN - BUSINESS LICENSE SVCS (11/22)
		2,416.00	FIN - BUSINESS LICENSE RENEWAL
	Vendor Tota	2,992.00	
327478	HELPLINE YOUTH COUNSELING	8,000.00	CP - COMMUNITY ORG FUNDING
	Vendor Tota	8,000.00	
327507	HOLLIDAY ROCK	1,286.93	PW- STREET MNTC SUPPLIES
		1,032.99	PW- STREET MNTC SUPPLIES
	Vendor Tota	2,319.92	
327423	HOME DEPOT CRC/GECF	306.94	CP - CHRISTMAS TRAIN SUPPLIES
		95.56	CSR - STAR SUPPLIES
		716.34	CSR - RECREATION SUPPLIES
		39.67	CSR - EQUIPMENT MNTC SUPPLIES
		35.19	CSR - STAR SUPPLIES
		329.65	CSR - STAR SUPPLIES
		222.35	CSR - STAR SUPPLIES
		70.43	CSR - EQUIPMENT MNTC SUPPLIES
		140.97	CSR - EQUIPMENT MNTC SUPPLIES
		140.94	CSR - STAR SUPPLIES
		350.60	CSR - STAR SUPPLIES
		3,261.08	CSR - STAR SUPPLIES
	Vendor Tota	5,709.72	

**CITY OF PARAMOUNT
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Check Number	Vendor Name	Amount	Description
327255	HOME DEPOT/GECE	961.05	CIP - CITY YARD KITCHEN RENOVATIONS
		220.10	PW - FACILITY MNTC SUPPLIES
		178.78	PW - FACILITY MNTC SUPPLIES
		80.38	PW - FACILITY MNTC SUPPLIES
		435.20	PW - FACILITY MNTC SUPPLIES
		318.62	PW - FACILITY MNTC SUPPLIES
		52.98	PW - FACILITY MNTC SUPPLIES
		152.12	PW - FACILITY MNTC SUPPLIES
		163.52	PW - GRAFFITI REMOVAL SUPPLIES
		273.28	PW - GRAFFITI REMOVAL SUPPLIES
		50.02	PW - GRAFFITI REMOVAL SUPPLIES
		33.58	PW - GRAFFITI REMOVAL SUPPLIES
		876.00	PW - GRAFFITI REMOVAL SUPPLIES
		93.58	PW - LANDSCAPE MNTC SUPPLIES
		88.18	PW - LANDSCAPE MNTC SUPPLIES
		107.03	PW - FACILITY MNTC SUPPLIES
		467.01	PW - FACILITY MNTC SUPPLIES
		81.54	PW - FACILITY MNTC SUPPLIES
		68.42	PW - FACILITY MNTC SUPPLIES
		421.31	PW - LANDSCAPE MNTC SUPPLIES
		83.14	PW - FACILITY MNTC SUPPLIES
		283.70	PW - FACILITY MNTC SUPPLIES
		241.44	PW - FACILITY MNTC SUPPLIES
		51.57	PW - FACILITY MNTC SUPPLIES
		84.85	PW - FACILITY MNTC SUPPLIES
		66.13	CP - CHRISTMAS TRAIN SUPPLIES
		25.84	CP - CHRISTMAS TRAIN SUPPLIES
		32.29	PW - FACILITY MNTC SUPPLIES
		61.68	CP - CHRISTMAS TRAIN SUPPLIES
		241.67	PW - LANDSCAPE MNTC SUPPLIES
		63.70	PW - GRAFFITI REMOVAL SUPPLIES
		110.88	PW - GRAFFITI REMOVAL SUPPLIES
		111.05	PW - GRAFFITI REMOVAL SUPPLIES
		145.11	PW - GRAFFITI REMOVAL SUPPLIES
		115.81	PW - GRAFFITI REMOVAL SUPPLIES
		1,182.60	PW - GRAFFITI REMOVAL SUPPLIES
		705.18	PW - GRAFFITI REMOVAL SUPPLIES
		120.57	PW - GRAFFITI REMOVAL SUPPLIES
		120.57	PW - GRAFFITI REMOVAL SUPPLIES
		39.72	PW - FACILITY MNTC SUPPLIES
		.36	PW - FACILITY MNTC SUPPLIES
		77.08	PW - FACILITY MNTC SUPPLIES
		10.99	PW - FACILITY MNTC SUPPLIES
		35.32	PW - FACILITY MNTC SUPPLIES
		10.99	PW - FACILITY MNTC SUPPLIES
		120.57	PW - FACILITY MNTC SUPPLIES
		241.14	PW - FACILITY MNTC SUPPLIES
	Vendor Tota	9,506.65	
327256	HUMAN SERVICES ASSOCIATION	2,212.50	CP - SENIOR THANKSGIVING DINNER
327287		570.00	CSR - SANTA SNOWFEST EVENT
	Vendor Tota	2,782.50	
327402	IBARRA, PATRICK	5,035.27	HR - EMPLOYEE DEVELOPMENT (10/12)
	Vendor Tota	5,035.27	
327403	IMAGE 2000, INC	35.99	FIN - COPIER MNTC (1/23)
		35.99	CSR - COPIER MNTC (1/23)
	Vendor Tota	71.98	

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327387	INFINITY TECHNOLOGIES	27,840.00	AS - IT CONSULTANT SVCS (12/22)
	Vendor Tota	27,840.00	
327523	INK HEAD DESIGN & PRINTS	450.00	PW - UNIFORMS (FACILITIES)
		450.81	PW - UNIFORMS (LANDSCAPE)
		153.21	PW - UNIFORMS (ROADS)
		153.22	PW - UNIFORMS (WTR DIST)
	Vendor Tota	1,207.24	
16046	INTERNAL REVENUE SERVICE	30,721.95	FED PAYROLL TAX - PPE 12/30
		11,203.70	MEDICARE PAYMENT - PPE 12/30
16059		14.02	MEDICARE PAYMENT - SPEC 1/5
16075		33,404.05	FED PAYROLL TAX - PPE 1/13
		12,404.30	MEDICARE PAYMENT - PPE 1/13
	Vendor Tota	87,748.02	

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Check Number	Vendor Name	Amount	Description
327257	JANKOVICH COMPANY, LLC	1,589.84	PW - FLEET FUEL (12/1 - 12/7)
		1,281.86	PW - FLEET FUEL (12/8 - 12/14)
		1,070.79	PW - FLEET FUEL (12/1 - 12/7)
		1,049.39	PS - FLEET FUEL (12/15 - 12/21)
		468.83	PW - FLEET FUEL (12/1 - 12/7)
		283.24	PW - FLEET FUEL (12/8 - 12/14)
		233.38	PW - FLEET FUEL (12/1 - 12/7)
		226.22	PW - FLEET FUEL (12/8 - 12/14)
		222.36	PS - FLEET FUEL (12/15 - 12/21)
		221.47	PW - FLEET FUEL (12/1 - 12/7)
		203.58	PW - FLEET FUEL (12/8 - 12/14)
		99.34	PW - FLEET FUEL (12/1 - 12/7)
		47.29	PW - FLEET FUEL (12/8 - 12/14)
		20.04	PS - FLEET FUEL (12/15 - 12/21)
327347		1,115.70	PW - FLEET FUEL (12/15 - 12/21)
		1,041.89	PW - FLEET FUEL (12/15 - 12/21)
		969.81	PW - FLEET FUEL (12/22 - 12/31)
		774.80	PW - FLEET FUEL (12/15 - 12/21)
		529.90	PW - FLEET FUEL (12/22 - 12/31)
		443.29	PW - FLEET FUEL (12/22 - 12/31)
		248.02	CSR - FLEET FUEL (12/15 - 12/21)
		235.52	PW - FLEET FUEL (12/15 - 12/21)
		176.49	PW - FLEET FUEL (12/15 - 12/21)
		135.56	PW - FLEET FUEL (12/22 - 12/31)
		130.37	PW - FLEET FUEL (12/22 - 12/31)
		83.18	PW - FLEET FUEL (12/15 - 12/21)
		50.50	PW - FLEET FUEL (12/22 - 12/31)
327388		1,045.75	PS - FLEET FUEL (1/1 - 1/7)
		344.61	PS - FLEET FUEL (12/22 - 12/31)
		139.91	PS - FLEET FUEL (1/1 - 1/7)
		62.82	PS - FLEET FUEL (12/22 - 12/31)
		39.47	PS - FLEET FUEL (1/1 - 1/7)
327442		1,234.49	PS - FLEET FUEL (12/22 - 12/31)
		161.79	PS - FLEET FUEL (1/8 - 1/14)
		78.94	PS - FLEET FUEL (1/8 - 1/14)
327479		982.44	PW - FLEET FUEL (1/8 - 1/14)
		887.85	PW - FLEET FUEL (1/8 - 1/14)
		788.90	PW - FLEET FUEL (1/1 - 1/7)
		333.27	PW - FLEET FUEL (1/1 - 1/7)
		293.09	PW - FLEET FUEL (1/8 - 1/14)
		220.40	PW - FLEET FUEL (1/1 - 1/7)
		184.84	PW - FLEET FUEL (1/1 - 1/7)
		174.68	PW - FLEET FUEL (1/1 - 1/7)
		109.03	PW - FLEET FUEL (1/8 - 1/14)
		102.49	PW - FLEET FUEL (1/8 - 1/14)
		93.79	PW - FLEET FUEL (1/8 - 1/14)
	Vendor Tota	20,231.22	
327258	JMG SECURITY SYSTEMS, INC	319.50	PW - SECURITY SYSTEM MNTC
	Vendor Tota	319.50	
327364	JOHN L HUNTER	5,316.25	PW - SPANE PARK STORMWATER CAPTURE
		1,897.50	PW - NPDES CONSULTANT SVCS (10/22)
327524		961.25	CIP - SPANE PARK STORMWATER CAPTURE
	Vendor Tota	8,175.00	
327310	JOHN'S WHOLESALE ELECTRIC, INC	155.55	PW - FACILITY MNTC SUPPLIES
	Vendor Tota	155.55	

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327365	JUNIOR'S CONSTRUCTION, INC	3,552.00	CIP - GYM IMPROVEMENTS
327480		2,464.00	PW - FACILITY MNTC SVCS
		6,016.00	
	Vendor Tota		
327348	KEN MATSUI IMAGES PHOTOGRAPHY	425.00	CP - TREE LIGHTING EVENT
327481		425.00	CP - CC MEETING PHOTOS (12/13)
		425.00	CP - CHRISTMAS TRAIN SUPPLIES
		425.00	CSR - SANTA SNOWFEST EVENT
		425.00	CP - HERITAGE FESTIVAL
		425.00	CP - VETERANS CELEBRATION
		425.00	CSR - HALLOWEEN FESTIVAL EVENT
	Vendor Tota	2,975.00	
327311	KEN'S WELDING	1,200.00	PW - FACILITY MNTC SVCS
		750.00	PW - FACILITY MNTC SVCS
		500.00	PW - FACILITY MNTC SVCS
		125.00	PW - FACILITY MNTC SVCS
327482		1,139.00	PW - FACILITY MNTC SVCS
		910.00	PW - FACILITY MNTC SVCS
		875.00	PW - FACILITY MNTC SVCS
		875.00	PW - FACILITY MNTC SVCS
		800.00	PW - FACILITY MNTC SVCS
		750.00	PW - FACILITY MNTC SVCS
	Vendor Tota	7,924.00	
327259	KLM, INC.	11,500.00	PW - HVAC COMPRESSOR REPLACEMENT
327349		1,783.38	PW - BOILER REPAIR (CITY HALL)
		989.48	PW - BOILER REPAIR
		950.00	PW - A/C SYSTEM SVCS (CITY HALL)
		726.63	PW - A/C SYSTEM SVCS (WOOD SHOP)
		688.10	PW - A/C SYSTEM SVCS (STATION)
		448.95	PW - BOILER REPAIR (PMT POOL)
		358.00	PW - A/C SYSTEM SVCS (COM CTR)
		255.00	PW - A/C SYSTEM SVCS (GYM)
		220.00	PW - KITCHEN REF MNTC
		172.50	PW - A/C SYSTEM SVCS (STATION)
327424		5,585.00	PW - BOILER ROOM (CITY HALL)
	Vendor Tota	23,677.04	
327389	KONE, INC	1,260.84	PW - CLRWTR ELEVATOR MNTC (1/23 - 3/23)
	Vendor Tota	1,260.84	
327260	KOSMONT TRANSACTIONS SERVICES,	4,126.30	AS - ECONOMIC DEVELOPMENT SVCS(11/22)
327288		3,521.36	FIN - INVESTMENT CONSULTANT SVCS(11/22)
327404		3,388.36	FIN - INVESTMENT CONSULTANT SVCS(12/22)
327443		1,739.40	AS - ECONOMIC DEVELOPMENT SVCS (12/22)
	Vendor Tota	12,775.42	
327350	KTS NETWORKS, INC.	257.00	GEN - TELEPHONE MNTC (12/20)
	Vendor Tota	257.00	
327366	L A COUNTY DEPT OF PUBLIC WORK	10,772.39	CIP - STORMWATER CATCH BASIN INSERTS
		5,896.97	PW - INDUSTRIAL WASTE SVCS (11/22)
	Vendor Tota	16,669.36	

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327375	L A COUNTY SHERIFF	12,606.58	PS - SCHOOL TRAFFIC SAFETY (10/22)
		9,799.79	PS - TRAFFIC ENFORCEMENT (10/22)
		9,287.80	PS - SPECIAL OPERATION (10/22)
		8,229.01	PS - STREET RACING ENFORCEMENT (10/22)
		8,084.90	PS - CRIME SUPPRESSION (SCOPS) - 10/22
		4,966.23	PS - TRANSIT ENFORCEMENT (10/22)
		3,555.36	PS - SUPERVISOR OVERTIME (10/22)
		782.44	PS - PARTY PATROL (SCOPS) - 10/22
327483		7,275.26	PS - HELICOPTER SVCS (12/22)
	Vendor Tota	64,587.37	
327444	L.N. CURTIS AND SONS	119.28	PS - UNIFORM (RM)
	Vendor Tota	119.28	
327525	LACO STEEL	92.61	PW - FACILITY MNTC SUPPLIES
	Vendor Tota	92.61	
327376	LAM, JORGE	3,000.00	PL - DRIVEWAY REBATE (13941 BRIGHTWELL)
	Vendor Tota	3,000.00	
327484	LINCOLN AQUATICS	3,172.99	CSR - ADAPTIVE RECREATION SUPPLIES
		358.36	CSR - PRESCHOOL SUPPLIES
	Vendor Tota	3,531.35	
327425	LINCOLN NATIONAL LIFE INS CO	512.60	DENTAL INSURANCE (HMO) - 2/23
		8,528.99	DENTAL INSURANCE (PPO) - 2/23
		983.40	VOLUNTARY LIFE INSURANCE (2/23)
		1,440.86	LIFE INSURANCE (2/23)
		4,250.88	DISABILITY INSURANCE (2/23)
		-141.22	DENTAL INSURANCE (PPO) - ADJ
		27.29	DENTAL INSURANCE (HMO) - ADJ
	Vendor Tota	15,602.80	

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327351	LINDSAY LUMBER CO., INC	365.91	PW - FACILITY MNTC SUPPLIES
		198.43	PW - LANDSCAPE MNTC SUPPLIES
		168.42	PW - GRAFFITI REMOVAL SUPPLIES
		82.99	PW - STREET MNTC SUPPLIES
		75.51	PW - FACILITY MNTC SUPPLIES
		70.85	PW - FACILITY MNTC SUPPLIES
		67.31	PW - STREET MNTC SUPPLIES
		56.19	PW - LANDSCAPE MNTC SUPPLIES
		44.73	PW - FACILITY MNTC SUPPLIES
		33.39	PW - FACILITY MNTC SUPPLIES
		30.86	PW - STREET MNTC SUPPLIES
		28.84	PW - FACILITY MNTC SUPPLIES
		27.28	PW - WATER OPER MNTC SUPPLIES
		20.75	PW - FACILITY MNTC SUPPLIES
		17.83	PW - FACILITY MNTC SUPPLIES
		17.57	PW - FACILITY MNTC SUPPLIES
		16.23	PW - FACILITY MNTC SUPPLIES
		12.12	PW - STREET MNTC SUPPLIES
		11.55	PW - FACILITY MNTC SUPPLIES
		11.45	PW - FACILITY MNTC SUPPLIES
		7.89	PW - FACILITY MNTC SUPPLIES
		5.06	PW - FACILITY MNTC SUPPLIES
		4.99	PW - STREET MNTC SUPPLIES
		4.99	PW - LANDSCAPE MNTC SUPPLIES
		2.86	PW - FACILITY MNTC SUPPLIES
		2.21	PW - FACILITY MNTC SUPPLIES
		-18.73	PW - LANDSCAPE MNTC SUPPLIES (CREDIT)
327390		130.87	PW - FACILITY MNTC SUPPLIES
		128.33	PW - GRAFFITI REMOVAL SUPPLIES
		123.26	PW- STREET MNTC SUPPLIES
		50.24	PW - FACILITY MNTC SUPPLIES
		36.75	PW- STREET MNTC SUPPLIES
		33.04	PW- STREET MNTC SUPPLIES
		11.65	PW - FACILITY MNTC SUPPLIES
	Vendor Tota	1,881.62	
327352	LITTLE LIBROS, LLC	2,008.71	CSR - STAR SUPPLIES
	Vendor Tota	2,008.71	
327485	LONG BEACH TRANSIT	117,556.00	CSR - LB TRANSIT SVCS (10/22 - 12/22)
		22,500.00	CSR - LB TRANSIT SVCS (TAP) 10/22-12/22
	Vendor Tota	140,056.00	
327261	LUCAMBIO, HAROLD	1,085.00	PS - YAL SVCS (12/17 - 12/30)
327405		992.00	PS - YAL SVCS (12/31 - 1/13)
	Vendor Tota	2,077.00	
327312	M. HARA LAWNMOWER CENTER	1,819.11	PW - GENERAL SMALL TOOLS
		131.64	PW - GENERAL SMALL TOOLS
		108.06	PW - GENERAL SMALL TOOLS
		105.25	PW - GENERAL SMALL TOOLS
327526		734.13	PW - GENERAL SMALL TOOLS
	Vendor Tota	2,898.19	
327391	M/D PLUMBING	250.00	PW - FACILITY MNTC SVCS
		150.00	PW - FACILITY MNTC SVCS
	Vendor Tota	400.00	
327289	MARQUEZ, JORGE RODRIGUEZ	300.00	CSR - SENIOR ENTERTAINMENT (1/18)
	Vendor Tota	300.00	

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16040	MATRIX TRUST TPA 000363	48,908.87	RETIREE HEALTH TRUST (2/23)
	Vendor Tota	48,908.87	
327262	MDG ASSOCIATES, INC	51.25	PL - DEMAND SVCS (6559 SOMERSET)
327406		8,550.00	PL - CDBG PROGRAM ADMIN (12/22)
		1,025.00	PL - RES ADMIN (8411 WILBARN) -12/22
		1,025.00	PL - RES ADMIN (13444 JETMORE) -12/22
		1,025.00	PL - RES ADMIN (16317 HUNSAKER) -12/22
		1,025.00	PL - RES ADMIN (15340 VERDURA) -12/22
		1,311.00	PL - CDBG-CV ADMIN (12/22)
		395.75	PL - HOME PROGRAM ADMIN (12/22)
		76.88	PL - DEMAND SVCS (15157 CASTANA)
		55.00	PL - DEMAND SVCS (6559 SOMERSET)
	Vendor Tota	14,539.88	
327263	MEZA, MARJORIE	456.00	PS - YAL SVCS (12/17 - 12/30)
327407		768.00	PS - YAL SVCS (12/31 - 1/13)
	Vendor Tota	1,224.00	
327486	MITY-LITE, INC.	4,419.32	CSR - BUFFET TABLES
	Vendor Tota	4,419.32	
327264	MOBILE RELAY ASSOCIATES	725.00	GEN - WIRELESS SITE RENT (1/23)
	Vendor Tota	725.00	
327445	MOORE IACOFANO GOLTSMAN, INC	5,243.75	PL - HOUSING ELEMENT(10/22-12/22) GP
	Vendor Tota	5,243.75	
327462	MORALES, JOSEPH	600.00	PS - LASD QUARTERLY TRAINING (1/25)
	Vendor Tota	600.00	
327487	MORENO, SANDRA	150.00	FACILITY DEPOSIT REFUND (MORENO,7564)
	Vendor Tota	150.00	
327392	MRC SMART TECHNOLOGY SOLUTIONS	1,525.09	GEN - PRINTER TONER (1/23)
	Vendor Tota	1,525.09	
327408	MRS ENVIRONMENTAL INC	1,500.00	PL - MITIGATION MONITOR (WORLD ENERGY)
	Vendor Tota	1,500.00	
327527	MUNICIPAL MGMT ASSOCIATION	90.00	PW - MMASC MEMBERSHIP (WM)
	Vendor Tota	90.00	
327265	MUNOZ, JOANNA G	1,050.00	PS - YAL SVCS (12/17 - 12/30)
327409		720.00	PS - YAL SVCS (12/31 - 1/13)
	Vendor Tota	1,770.00	
327426	NAPA AUTO PARTS	36.08	PW - FACILITY MNTC SUPPLIES
	Vendor Tota	36.08	
327503	NFI REAL ESTATE, LLC	1,062.50	CUP REFUND (7237 ROSECRANS)
	Vendor Tota	1,062.50	
327313	NOW DOCS INTERNATIONAL, INC.	198.48	FIN - CHECK STOCK
	Vendor Tota	198.48	
327528	OCEAN BLUE ENVIRONMENTAL SVCS	2,005.99	PW - STREET MNTC SVCS
	Vendor Tota	2,005.99	

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327508	OFFICE DEPOT, INC.	930.31	CSR - STAR SUPPLIES
		727.65	CSR - STAR SUPPLIES
		520.16	CSR - STAR SUPPLIES
		520.16	CSR - STAR SUPPLIES
		476.99	CSR - STAR SUPPLIES
		440.78	CSR - STAR SUPPLIES
		440.78	CSR - STAR SUPPLIES
		220.44	CSR - STAR SUPPLIES
		148.67	CSR - STAR SUPPLIES
		144.65	CSR - OFFICE SUPPLIES
		143.21	CSR - STAR SUPPLIES
		46.28	CSR - STAR SUPPLIES
		44.06	CSR - STAR SUPPLIES
		44.06	CSR - STAR SUPPLIES
		16.75	CSR - STAR SUPPLIES
	Vendor Tota	4,864.95	
327266	OFFICE SOLUTIONS	75.72	PW - OFFICE SUPPLIES
327446		108.77	PW - OFFICE SUPPLIES
327488		929.57	PW - OFFICE SUPPLIES
		659.90	PW - OFFICE SUPPLIES
		34.48	PW - OFFICE SUPPLIES
	Vendor Tota	1,808.44	
16044	OPENEDGE	4,972.30	GEN - UB WEB BANK CHARGES (12/22)
	Vendor Tota	4,972.30	
327414	ORTIZ, RUDI BASS	43.00	PARKING CITATION REFUND (ORTIZ)
	Vendor Tota	43.00	
327290	PACIFIC OFFICE PRODUCTS	64.94	PL - OFFICE SUPPLIES
	Vendor Tota	64.94	
327447	PACIFIC RIM AUTOMATION, INC.	1,080.00	PW - SCADA SYSTEM MNTC (1/23)
327529		2,514.45	PW - SCADA SYSTEM UPGRADE
	Vendor Tota	3,594.45	
327489	PAPER MART	1,165.89	CP - SANTA TRAIN SUPPLIES
	Vendor Tota	1,165.89	
327291	PARAMOUNT JOURNAL	286.00	PL - PUBLISHED NOTICE (12/15)
	Vendor Tota	286.00	
327353	PARAMOUNT YOUTH SOCCER	170.00	CP - YOUTH SCHOLARSHIP PROGRAM
		140.00	CP - YOUTH SCHOLARSHIP PROGRAM
	Vendor Tota	310.00	
327314	PARKINS & ASSOCIATES	1,250.00	PW - PARK MNTC CONSULTANT (12/22)
	Vendor Tota	1,250.00	
16062	PATH POINT MERCHANT SVCS, LLC	153.48	PL - ONLINE PERMIT SVCS (12/22)
	Vendor Tota	153.48	
327315	PEREZ, DAILEEN	52.80	CSR - FOLKLORICO ADULT CLASS (12/22)
		26.40	CSR - LATIN DANCE CLASS (12/22)
		52.80	CSR - FOLKLORICO BEYOND SPECTRUM(12/22)
		26.40	CSR - HIP HOP CLASS (12/22)
	Vendor Tota	158.40	

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327316	PEREZ-LEON, DANALY	79.20	CSR - FOLKLORICO TOTS CLASS (12/22)
		184.80	CSR - FOLKLORICO BEGINNER CLASS (12/22)
		79.20	CSR - FOLKLORICO INTER/ADV CLASS(12/22)
		24.00	CSR - PARENT & ME BALLET CLASS(12/22)
	Vendor Tota	367.20	
327463	PETTY CASH	140.68	PS - LASD LUNCHEON (1/19)
	Vendor Tota	140.68	
327490	PITNEY BOWES, INC	133.62	FIN - FOLDING MACHINE
	Vendor Tota	133.62	
327410	POLYDOT	3,857.92	CP - AROUND TOWN (1/23)
	Vendor Tota	3,857.92	
327317	POOL & ELECTRICAL PRODUCTS,INC	506.42	PW - FACILITY MNTC SUPPLIES
327491		63.50	PW - FACILITY MNTC SUPPLIES
		-25.24	PW - FACILITY MNTC SUPPLIES (CREDIT)
	Vendor Tota	544.68	
327492	QUADIENT, INC	170.72	FIN - OFFICE SUPPLIES
	Vendor Tota	170.72	
327493	R & R FIRE PROTECTION	1,018.50	PW - FIRE PROTECTION SVCS
	Vendor Tota	1,018.50	
327318	RAZZOUK, MARC	600.00	CSR - PHIT INSTRUCTOR (12/22)
	Vendor Tota	600.00	
327319	RDC-S111, INC	7,000.00	CIP - PROGRESS PLAZA IMP DESIGN
	Vendor Tota	7,000.00	
327267	REGISTRAR-RECORDER/L.A. COUNTY	75.00	PL - PUBLISHED NOTICE (1/5)
		75.00	PL - PUBLISHED NOTICE (1/5)
		75.00	PL - PUBLISHED NOTICE (1/5)
327268		75.00	PL - PUBLISHED NOTICE (1/5)
	Vendor Tota	300.00	
16047	RELIANCE TRUST COMPANY	11,973.21	FT DEF COMP 457 - PPE 12/30
16048		7,315.29	PT DEF COMP 457 - PPE 12/30
16049		2,100.00	DEF COMP 457 ROTH - PPE 12/30
16053		8,639.03	PT DEF COMP 457 - PPE 12/2
16060		36.24	PT DEF COMP 457 - SPEC 1/5
16068		12,233.97	FT DEF COMP 457 - PPE 1/13
16069		9,412.11	PT DEF COMP 457 - PPE 1/13
16070		2,100.00	DEF COMP 457 ROTH - PPE 1/13
16050		659.80	401A LOAN PAYMENT - PPE 12/30
16051		3,743.62	457 LOAN PAYMENT - PPE 12/30
16071		659.80	401A LOAN PAYMENT - PPE 1/13
16072		3,731.22	457 LOAN PAYMENT - PPE 1/13
16052		747.04	FT 401 QUAL COMP - PPE 12/30
16073		747.04	FT 401 QUAL COMP - PPE 1/13
	Vendor Tota	64,098.37	
327354	RETAIL MARKETING SERVICES	50.00	PW - CART SERVICES (11/22)
	Vendor Tota	50.00	
327393	RIVERA, JULIO	200.00	CSR - SENIOR ENTERTAINMENT (1/12)
327427		200.00	CSR - SENIOR ENTERTAINMENT (12/29)
327509		200.00	CSR - SENIOR ENTERTAINMENT (2/2)
	Vendor Tota	600.00	

**CITY OF PARAMOUNT
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Check Number	Vendor Name	Amount	Description
327530	ROADLINE PRODUCTS INC	2,473.58	PW - STREET MNTC SUPPLIES
		2,396.40	PW - STREET MNTC SUPPLIES
		2,331.79	PW - STREET MNTC SUPPLIES
	Vendor Tota	7,201.77	
327448	RODGER'S CATERING	949.69	PS - LASD QUARTERLY TRAINING (1/25)
	Vendor Tota	949.69	
327464	ROMBERG MILL	926.10	CSR - SANTA SNOWFEST EVENT
	Vendor Tota	926.10	
327394	RON'S MAINTENANCE	9,792.00	PW - CATCH BASIN MNTC (12/22)
	Vendor Tota	9,792.00	
327494	RPW SERVICES, INC.	3,600.00	PW - WEED CONTROL SVCS (STREETS)
		1,500.00	PW - WEED CONTROL SVCS (ALLEYS)
		1,063.00	PW - PEST CONTROL SVCS
		455.00	PW - PEST CONTROL SVCS (12/22)
		220.00	PW - PEST CONTROL SVCS (12/22)
	Vendor Tota	6,838.00	
327269	SCOTT FAZEKAS & ASSOCIATES,	20,252.65	PL - PLAN CHECK SVCS (11/22)
		125.00	PL - BLDG OFFICIAL SVCS (11/22)
327531		18,007.60	PL - PLAN CHECK SVCS (12/22)
		500.00	PL - BLDG OFFICIAL SVCS (12/22)
	Vendor Tota	38,885.25	
327532	SERGIO'S ENGINEERING &	1,742.55	METER INSTALL REFUND - 8407 SOMERSET
	Vendor Tota	1,742.55	
327533	SHOETERIA	173.63	PW - WORK BOOTS (LANDSCAPE)
	Vendor Tota	173.63	
327270	SMART & FINAL IRIS CO	189.07	CSR - RECREATION SUPPLIES
		52.07	CSR - STAR SUPPLIES
327428		158.33	PW - MEETING EXPENSE
327495		359.24	GEN - KITCHEN SUPPLIES
327496		247.91	CSR - STAR SUPPLIES
	Vendor Tota	1,006.62	
327465	SMART CITY ELECTRIC GROUP	153,900.00	CIP - E/V CHARGING STATION (12/22)
	Vendor Tota	153,900.00	
327395	SMITH PAINT	713.87	PW - LANDSCAPE MNTC SUPPLIES
		214.44	PW - GRAFFITI REMOVAL SUPPLIES
	Vendor Tota	928.31	
327396	SO CAL INDUSTRIES	2,449.21	PW - LANDSCAPE MNTC SVCS
		319.73	PW - FACILITY MNTC SVCS
	Vendor Tota	2,768.94	
327497	SOURCE GRAPHICS	74.97	GEN - BUSINESS CARDS (SA)
	Vendor Tota	74.97	
327320	SPECTRUM	104.37	GEN - CITY HALL CABLE (1/23)
		128.58	GEN - CITY YARD CABLE (1/23)
		6,442.99	GEN - INTERNET SVCS (1/23)
	Vendor Tota	6,675.94	

**CITY OF PARAMOUNT
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Check Number	Vendor Name	Amount	Description
327295	STATE DISBURSEMENT UNIT	115.38	PAYROLL DEDUCTION - PPE 12/30
327293		430.00	PAYROLL DEDUCTION - PPE 12/30
327429		430.00	PAYROLL DEDUCTION - PPE 1/13
327294		115.38	PAYROLL DEDUCTION - PPE 12/30
327430		115.38	PAYROLL DEDUCTION - PPE 1/13
	Vendor Tota	1,206.14	
327397	STEAMX - SIGNAL HILL	202.86	PW - LANDSCAPE MNTC SUPPLIES
	Vendor Tota	202.86	
327534	STEPHEN DORECK	8,714.69	PW - WATER LEAK REPAIR (13821 RACINE)
		5,900.51	PW - WATER LEAK REPAIR (15222 TEXACO)
	Vendor Tota	14,615.20	
327321	STEVE A FILARSKY	1,312.50	HR - LEGAL SVCS (12/22)
	Vendor Tota	1,312.50	
327535	SUNBELT RENTALS, INC	2,786.67	PW - FACILITY MNTC SVCS
	Vendor Tota	2,786.67	
327322	SUPERIOR PROTECTION SERVICES	1,117.82	CSR - PARK SUPERVISION (12/17-12/23)-PP
	Vendor Tota	1,117.82	
327367	SWRCB ACCOUNTING OFFICE	23,762.02	PW - WATER SYSTEM FEE (7/22 - 6/23)
	Vendor Tota	23,762.02	
327323	TAYLOR'S LOCK & KEY SVCS	45.58	PW - LANDSCAPE MNTC SUPPLIES
327498		121.19	PW - FACILITY MNTC SUPPLIES
327536		26.12	PW - FACILITY MNTC SUPPLIES
	Vendor Tota	192.89	
327296	TEAMSTERS LOCAL 911	561.00	UNION DUES - PPE 12/30
327431		561.00	UNION DUES - PPE 1/13
	Vendor Tota	1,122.00	
327411	TECHNICAL & BUSINESS SYSTEMS	16,994.70	PL - AIR MONITORING SVCS (12/22)
	Vendor Tota	16,994.70	
16056	THE CAVANAUGH LAW GROUP, APLC	11,675.45	CA - CITY ATTORNEY LEGAL SVCS (10/22)
		8,904.29	CA - CITY ATTORNEY LEGAL SVCS (11/22)
327271		26,783.40	CA - CITY ATTORNEY SVCS (12/22)
		7,647.10	PS - CITY PROSECUTOR (12/22)
	Vendor Tota	55,010.24	
327499	THE SAUCE CREATIVE SERVICES	3,585.05	CSR - STAR SUPPLIES
		210.76	CSR - HALLOWEEN WINNER CERTIFICATES
		153.12	CSR - EVENT BANNERS
		35.00	CSR - SANTA HOUSE
	Vendor Tota	3,983.93	
327500	TONY'S GLOVES & SAFETY SUPPLY	2,261.18	PW - FACILITY MNTC SVCS
	Vendor Tota	2,261.18	
16039	TOTAL ADMINISTRATIVE SERVICES	356.25	FT FSA - PPE 12/16
16063		961.49	FT FSA - PPE 12/30
16081		961.49	FT FSA - PPE 1/13
327449		245.70	HR - FSA ACCT SVCS (3/23 - 5/23)
		500.00	HR - FSA ANNUAL MEMBERSHIP (3/23-2/24)
	Vendor Tota	3,024.93	
327412	TRAN SYSTEMS CORPORATION	34.65	PL - PROPERTY MGMT SVCS (10/22)
	Vendor Tota	34.65	

**CITY OF PARAMOUNT
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Check Number	Vendor Name	Amount	Description
327368	TREEPEOPLE INC	362.28	USMP REIMBURSEMENT
	Vendor Tota	362.28	
327272	TRIPEPI SMITH & ASSOCIATES	685.00	AS - COMMUNICATION CONSULTANT (12/22)
327398		3,908.03	AS - COMMUNICATION CONSULTANT (12/22)
		267.75	AS - BROADCASTING SVCS (12/22)
	Vendor Tota	4,860.78	
327466	TYLER TECHNOLOGIES, INC	10,534.47	GEN - FINANCE SOFTWARE (1/23 - 6/23)
		10,534.47	GEN - FINANCE SOFTWARE (7/23 - 12/23)
		1,924.47	GEN - HUMAN RESOURCES (7/23 - 12/23)
		1,924.47	GEN - HUMAN RESOURCES (1/23 - 6/23)
		8,568.34	FIN - WATER BILLING (1/23 - 6/23)
		8,568.34	FIN - WATER BILLING (7/23 - 12/23)
		4,074.25	GEN - DISASTER RECOVERY (7/23 - 12/23)
		4,074.25	GEN - DISASTER RECOVERY (1/23 - 6/23)
	Vendor Tota	50,203.06	
16066	U S BANK	63,325.36	PW - IBANK-1 INTEREST (2/23)
16067		92,153.43	PW - IBANK-2 INTEREST (2/23)
	Vendor Tota	155,478.79	
327355	U S POSTAL SVC/ U S POSTMASTER	3,000.00	FIN - BULK MAIL PERMIT
327413		2,962.80	CP - AROUND TOWN POSTAGE (1/23)
	Vendor Tota	5,962.80	
327537	UAC BUILDERS	146.60	METER INSTALL REFUND - 13921 DOWNEY
	Vendor Tota	146.60	
327510	UNITED STATES PLASTIC CORP	3,200.71	PW - FACILITY MNTC SUPPLIES
	Vendor Tota	3,200.71	
327297	UNITED STATES TREASURY	636.00	PAYROLL DEDUCTION - PPE 12/30
	Vendor Tota	636.00	
327356	UNIVAR USA	2,079.25	PW - WATER OPER MNTC SUPPLIES
327432		2,094.53	PW - WATER OPER MNTC SUPPLIES
327450		1,082.79	PW - WATER OPER MNTC SUPPLIES
	Vendor Tota	5,256.57	
327357	US BANK VOYAGER FLEET	179.83	PW - CNG FUEL (12/22)
	Vendor Tota	179.83	
327538	VACA, JORGE	135.00	ENP EXCURSION REFUND (VACA)
	Vendor Tota	135.00	
327433	VALVERDE CONSTRUCTION	17,726.38	PW - FIRE SVC REPAIR (14429 DOWNEY)
	Vendor Tota	17,726.38	

**CITY OF PARAMOUNT
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Check Number	Vendor Name	Amount	Description
327273	VERIZON WIRELESS - LA	10.02	GEN - EOC CELLULAR & P/R DEVICE(12/22)
		38.01	AS - CELLULAR SERVICE (12/22)
		51.71	CM - CELLULAR SERVICE (12/22)
		360.92	CSR - CELLULAR SERVICE (12/22)
		1,337.94	CSR - STAR CELLULAR SERVICE (12/22)
		76.02	PL - CELLULAR SERVICE (12/22)
		190.05	PS - CELLULAR SERVICE (12/22)
		517.03	PS - CELLULAR SERVICE (12/22)
		350.89	PW - CELLULAR SERVICE (12/22)
		40.88	AS - SOCIAL MEDIA CELLULAR SVC (12/22)
		38.01	PW - USB AIRCARD WELL #13 & #14 (12/22)
		91.49	PW - CELLULAR EQUIPMENT (12/22)
327467		10.02	GEN - EOC CELLULAR & P/R DEVICE (1/23)
		38.01	AS - CELLULAR SERVICE (1/23)
		51.82	CM - CELLULAR SERVICE (1/23)
		361.69	CSR - CELLULAR SERVICE (1/23)
		1,340.45	CSR - STAR CELLULAR SERVICE (1/23)
		76.02	PL - CELLULAR SERVICE (1/23)
		190.05	PS - CELLULAR SERVICE (1/23)
		517.29	PS - CELLULAR SERVICE (1/23)
		407.31	PW - CELLULAR SERVICE (1/23)
		40.99	AS - SOCIAL MEDIA CELLULAR SVC (1/23)
		38.01	PW - USB AIRCARD WELL #14 (1/23)
		91.49	PW - CELLULAR EQUIPMENT (1/23)
	Vendor Tota	6,266.12	
327451	VERTICAL SUPPLY GROUP	242.51	PW - LANDSCAPE MNTC SUPP
	Vendor Tota	242.51	
327452	VIDIFLO, LLC	967.63	GEN - A/V SYSTEM MNTC
	Vendor Tota	967.63	
327274	VISION SERVICE PLAN	1,897.35	VISION INSURANCE (1/23)
327511		1,834.80	VISION INSURANCE (2/23)
	Vendor Tota	3,732.15	
327468	WALMART COMMUNITY	154.31	CSR - PEP SUPPLIES
		75.98	CSR - PEP SUPPLIES
		507.69	CSR - STAR SUPPLIES
		110.92	CSR - STAR SUPPLIES
		143.35	CSR - STAR SUPPLIES
		42.40	CSR - STAR SUPPLIES
		126.10	CSR - STAR SUPPLIES
		40.41	CSR - STAR SUPPLIES
		82.88	CSR - STAR SUPPLIES
		258.46	CSR - STAR SUPPLIES
		220.80	CSR - STAR SUPPLIES
		101.18	CSR - ENP EVENT SUPPLIES
	Vendor Tota	1,864.48	
327434	WATER REPLENISHMENT DISTRICT	91,587.24	PW - GROUNDWATER PRODUCTION (11/22)
	Vendor Tota	91,587.24	
327324	WATERLINE TECHNOLOGIES, INC	400.56	PW - FACILITY MNTC SUPPLIES
		-307.30	PW - FACILITY MNTC SUPPLIES (CREDIT)
	Vendor Tota	93.26	

**CITY OF PARAMOUNT
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Check Number	Vendor Name	Amount	Description
327358	WECK LABORATORIES, INC.	216.00	PW - WATER CHEMICAL TESTING
		216.00	PW - WATER CHEMICAL TESTING
		36.00	PW - WATER CHEMICAL TESTING
327453		216.00	PW - WATER CHEMICAL TESTING
		144.00	PW - WATER CHEMICAL TESTING
		132.00	PW - WATER CHEMICAL TESTING
		36.00	PW - WATER CHEMICAL TESTING
327539		216.00	PW - WATER CHEMICAL TESTING
		216.00	PW - WATER CHEMICAL TESTING
		216.00	PW - WATER CHEMICAL TESTING
		36.00	PW - WATER CHEMICAL TESTING
		36.00	PW - WATER CHEMICAL TESTING
	Vendor Tota	1,716.00	
327275	WELLS FARGO FINANCIAL LEASING	184.97	FIN - COPIER (1/23)
327540		184.97	FIN - COPIER (2/23)
	Vendor Tota	369.94	
327325	WEST COAST ARBORISTS, INC	28,883.05	PW - TREE MNTC SVCS (11/16 - 11/30)
		6,142.15	PW - MEDIAN MNTC SVCS (11/16 - 11/30)
		5,457.00	PW - TREE MNTC SVCS (9/16 - 9/30)
327501		43,984.45	PW - TREE MNTC SVCS (12/1 - 12/15)
		676.50	PW - MEDIAN MNTC SVCS (12/1 - 12/15)
		19,031.00	PW - TREE MNTC SVCS (12/16 - 12/31)
		13,462.00	PW - TREE MNTC SVCS (9/22 - 1/23)
327541		2,283.20	PW - TREE MNTC SVCS (1/1 - 1/15)
	Vendor Tota	119,919.35	
327326	WHITE CAP, L.P.	260.08	PW - STREET MNTC SUPPLIES
		246.48	PW - LANDSCAPE MNTC SUPPLIES
		240.02	PW - STREET MNTC SUPPLIES
		99.19	PW - FACILITY MNTC SUPPLIES
		8.19	PW - STREET MNTC SUPPLIES
327454		150.08	PW - WATER OPER MNTC SUPPLIES
		118.02	PW - WATER OPER MNTC SUPPLIES
	Vendor Tota	1,122.06	
327359	WILLDAN ASSOCIATES, INC	49.75	PW - LRSP ENG SVCS (10/22)
327369		3,870.00	PW - LANDSCAPE ENG SVCS (11/22)
327470		15,555.39	CIP - WSAB BIKEWAY PHASE 4 (8/22-CNRA)
		9,424.30	CIP - WSAB BIKEWAY PHASE 3 (9/22-RMC)
		7,014.27	CIP - WSAB BIKEWAY PHASE 4 (7/22-CNRA)
		5,996.93	CIP - WSAB BIKEWAY PHASE 3 (7/22-RMC)
		2,305.50	CIP - WSAB BIKEWAY PHASE 4 (10/22-CNRA)
		2,175.00	PL - CONTRACT PLANNING SVCS (10/22)
		1,024.60	CIP - WSAB BIKEWAY PHASE 3 (8/22-RMC)
		357.00	CIP - TRAFFIC SIGNAL (ALONDRA/PASSAGE)
	Vendor Tota	47,772.74	
327327	WILLIAMS, ANIYAH	192.00	CSR - K/T CHEER/GYMNASTICS/DANCE(12/22)
		192.00	CSR - K/T KIDDIE BALLET/TAP (12/22)
	Vendor Tota	384.00	
327399	XEROX FINANCIAL SERVICES, LLC	415.96	GEN - CITY HALL COPIER (12/22)
		162.26	GEN - CITY HALL COLOR COPIER (12/22)
		169.24	PL - COPIER (12/22)
		370.76	CSR - COPIER (12/22)
	Vendor Tota	1,118.22	
16041	XPRESS BILL PAY	36.31	GEN - ONLINE PERMIT CC FEES (12/22)
	Vendor Tota	36.31	

**CITY OF PARAMOUNT
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Check Number	Vendor Name	Amount	Description
327502	Z ELECTRIC & SON OF CALIFORNIA	2,200.00	PW - FACILITY MNTC SVCS
		1,850.00	PW - FACILITY MNTC SVCS
	Vendor Total	4,050.00	
327455	ZOLL MEDICAL CORPORATION	519.00	GEN - AED MNTC SOFTWARE
	Vendor Total	519.00	
327276	ZONES	2,730.20	GEN - MS OFFICE 365 SVCS (11/22)
327456		1,190.70	GEN - DOCKING STATIONS (4)
		893.03	GEN - DOCKING STATIONS (3)
		595.35	GEN - DOCKING STATIONS (2)
	Vendor Total	5,409.28	
A total of 341 checks were issued for		\$3,498,465.25	

FEBURARY 14, 2023

ORDINANCE NO. 1167

“AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF PARAMOUNT, APPROVING ZONE CHANGE NO. 239, A REQUEST BY MICHAEL ZENON/ZT ARCHITECTURE + LAND DEVELOPMENT FOR UNITED METHODIST CHURCH TO (1) CHANGE THE OFFICIAL ZONING MAP FROM C-3 (GENERAL COMMERCIAL) TO PD-PS (PLANNED DEVELOPMENT WITH PERFORMANCE STANDARDS)/ MIXED-USE COMMERCIAL AND SENIOR ASSISTED/INDEPENDENT LIVING FACILITY AT 16635 PARAMOUNT BOULEVARD AND (2) REPEAL ZONE CHANGE NO. 230 FOR THE PD-PS ZONE AT 16675- 16683 PARAMOUNT BOULEVARD AND INCORPORATING THIS LAND INTO ZONE CHANGE NO. 239 IN THE CITY OF PARAMOUNT.”

MOTION IN ORDER:

READ BY TITLE ONLY, WAIVE FURTHER READING, AND ADOPT ORDINANCE NO. 1167.

MOTION:

MOVED BY: _____

SECONDED BY: _____

[] APPROVED

[] DENIED

ROLL CALL VOTE:

AYES: _____

NOES: _____

ABSENT: _____

ABSTAIN: _____



To: Honorable City Council
From: John Moreno, City Manager
By: Heidi Luce, City Clerk
Date: January 24, 2023

Subject: ORDINANCE NO. 1167

The City Council, at its regular meeting on January 24, 2023, introduced Ordinance No. 1167 and placed it on the February 14, 2023 agenda for adoption.

ORDINANCE NO. 1167

“AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF PARAMOUNT, APPROVING ZONE CHANGE NO. 239, A REQUEST BY MICHAEL ZENON/ZT ARCHITECTURE + LAND DEVELOPMENT FOR UNITED METHODIST CHURCH TO (1) CHANGE THE OFFICIAL ZONING MAP FROM C-3 (GENERAL COMMERCIAL) TO PD-PS (PLANNED DEVELOPMENT WITH PERFORMANCE STANDARDS)/ MIXED-USE COMMERCIAL AND SENIOR ASSISTED/INDEPENDENT LIVING FACILITY AT 16635 PARAMOUNT BOULEVARD AND (2) REPEAL ZONE CHANGE NO. 230 FOR THE PD-PS ZONE AT 16675- 16683 PARAMOUNT BOULEVARD AND INCORPORATING THIS LAND INTO ZONE CHANGE NO. 239 IN THE CITY OF PARAMOUNT.”

Attached is the agenda report from the January 24, 2023 meeting.

RECOMMENDED ACTION

It is recommended that the City Council read by title only, waive further reading, and adopt Ordinance No. 1167.



To: Honorable City Council
From: John Moreno, City Manager
By: John Carver, Planning Director
Date: January 24, 2023

**Subject: RESOLUTION NO. 23:001/ORDINANCE NO. 1167
ZT ARCHITECTURE + LAND DEVELOPMENT FOR UNITED METHODIST
CHURCH**

BACKGROUND

Request

This item is a request in two parts by Michael Zenon/ZT Architecture + Land Development for United Methodist Church. The applicant is an architect for a proposed mixed-use senior housing development.

The first of the two associated applications is a request to change the General Plan Land Use designation from Central Business District to Mixed-Use Commercial and Senior Assisted/Independent Living Facility at 16635 Paramount Boulevard in the C-3 (General Commercial) zone.

The second application is a request to: (1) change the official Zoning Map from C-3 (General Commercial) to PD-PS (Planned Development with Performance Standards)/ Mixed-Use Commercial and Senior Assisted/Independent Living Facility at 16635 Paramount Boulevard and (2) repeal Zone Change No. 230 for the PD-PS zone at 16675-16683 Paramount Boulevard and incorporate this land into Zone Change No. 239.

The Planning Commission recommended approval of the General Plan amendment and the zone change at its meeting on December 7, 2022.

Previous Project Approval

The subject applications together form an expanded scope of work from a previously approved General Plan amendment and zone change. On January 12, 2021, the City Council approved Resolution No. 21:003/General Plan Amendment No. 20-2, a request by Nima Golshani to change the land use designation on the General Plan Land Use Map from Central Business District to Mixed-Use Commercial and Senior Assisted/Independent Living Facility at 16675-16683 Paramount Boulevard in the C-3 (General Commercial) zone.

On March 2, 2021, the City Council adopted Ordinance No. 1148/Zone Change No. 230. This approval changed the official Zoning Map from C-3 (General Commercial) to PD-PS (Planned Development with Performance Standards)/Mixed-Use Commercial and Senior Assisted/Independent Living Facility at 16675-16683 Paramount Boulevard in the C-3 (General Commercial) zone.

The zone change as approved allows for a mixed-use development that contains two retail suites on the bottom floor and senior assisted/independent living units on the second and third floors. There was discussion and concern expressed by the City Council that there would be insufficient parking for the business uses in the retail suites on the bottom floor. To address this potential issue, the Council approved the zone change with a requirement that any use proposed for the retail suites would be required to obtain a conditional use permit (CUP). This more in-depth review would have allowed for a case-by-case parking analysis of each business proposed for a retail suite to ensure that sufficient parking existed. The project before the City Council this evening will require a CUP for any business proposed in the retail suites to allow for a detailed evaluation of parking.

Below is an aerial photograph indicating the location of the previously approved applications. The two affected properties are 16675 Paramount Boulevard (auto repair and auto storage) and 16683 Paramount Boulevard (vacant bar, most recently Buchones Bar).



Location of Previously Approved Project

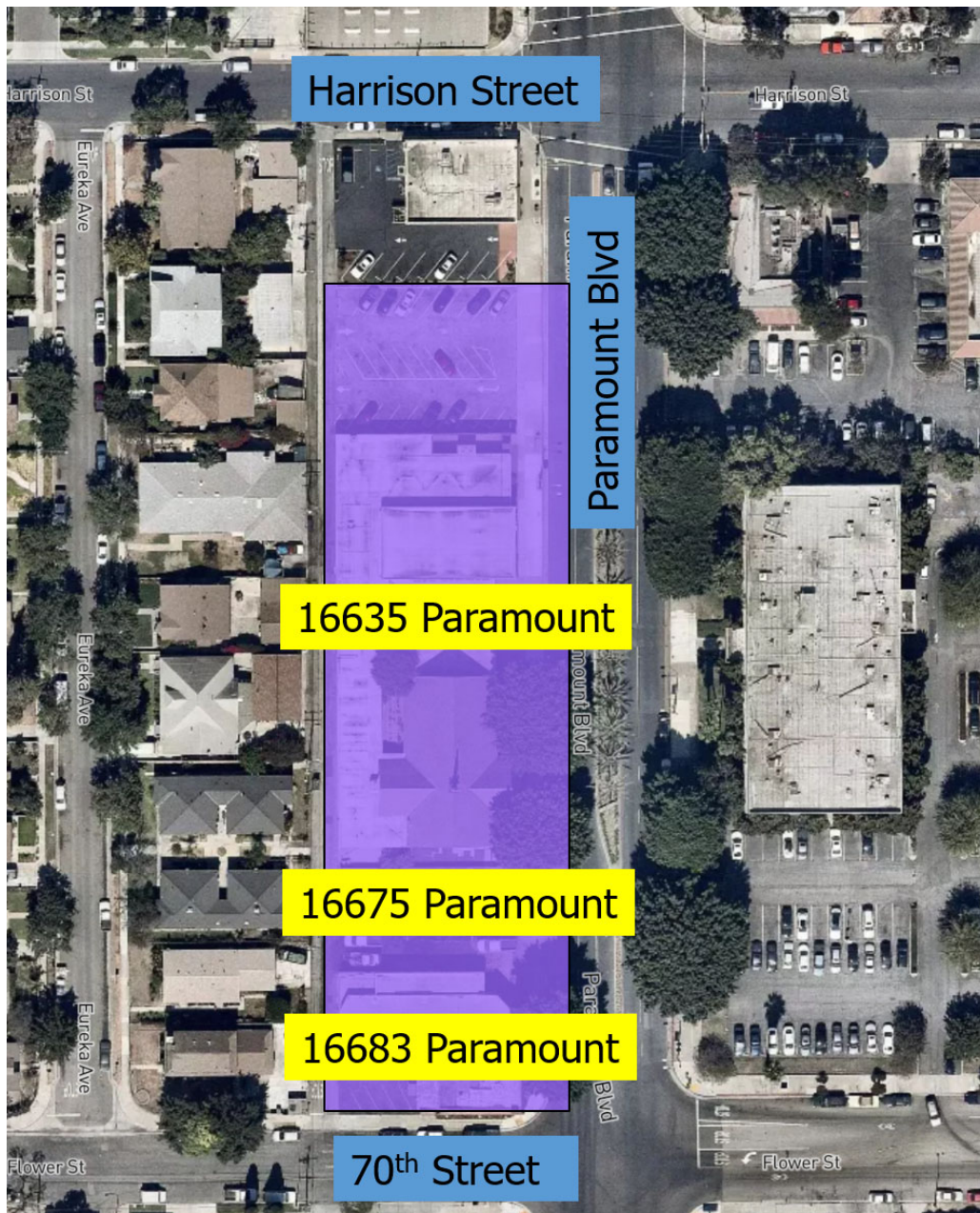
Below is a rendering of the senior housing project as approved by the Development Review Board on December 8, 2020 under Development Review Application No. 20:015.



Soon after obtaining the City Council and Development Review Board entitlements, the applicant began facing tremendous financial challenges to move the project forward. With construction costs rising and sufficient construction loans difficult to secure, the applicant determined that the project would indefinitely be put on hold.

Meanwhile, just to the north of this site, the United Methodist Church was considering redeveloping the existing church property at 16635 Paramount Boulevard. With the long and slow decline of church activity, the opportunity for an expanded development began to take form. Under an agreement between the church ownership and the owners of the southern properties at 16675-16683 Paramount Boulevard, the church will formally acquire the two properties at the finalization of the proposed General Plan amendment and zone change.

The following is an aerial photograph of the expanded project area:



General Plan

The City Council most recently adopted a comprehensive Paramount General Plan update in 2007. The General Plan is made up of elements – land use, housing, transportation, resources management, health and safety, economic development, public facilities, and implementation. The City Council adopted a new element – environmental justice – in early 2022. The Land Use Element of the General Plan serves as the long-term guide for development in Paramount and indicates the distribution, location, and land use for housing, business, industry, open space, recreation, and public facilities. California Government Code Section 65860 requires General Plan Land Use Map and Zoning Map consistency.

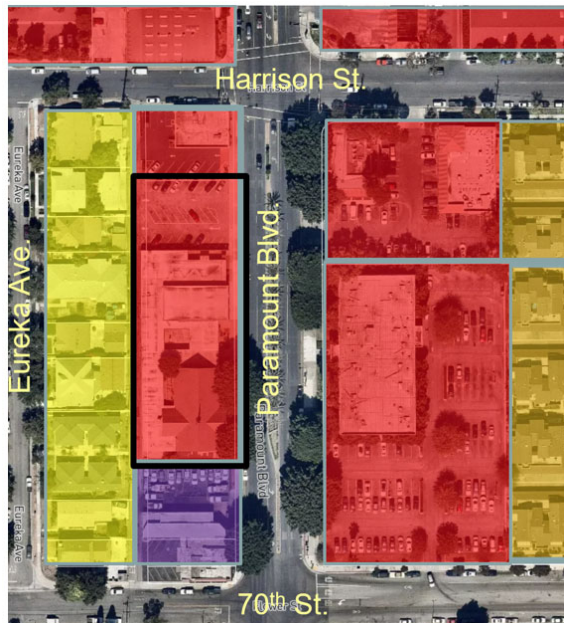
DISCUSSION

Proposed General Plan Amendment

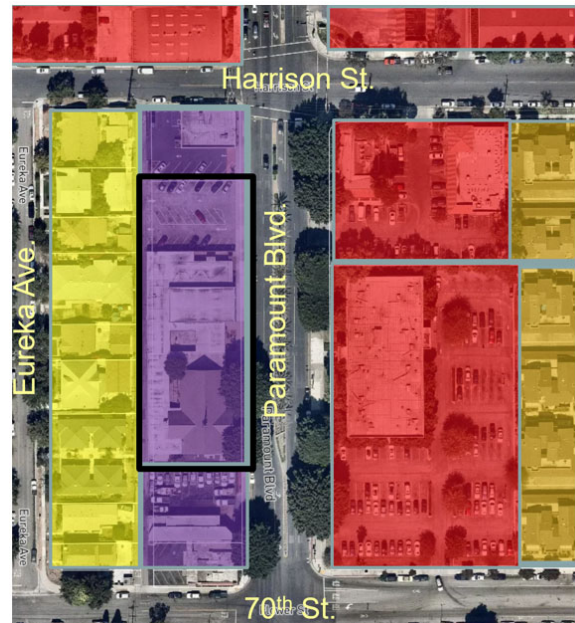
The applicant submitted an application to change the land use designation on the General Plan Land Use Map for the property at 16635 Paramount Boulevard. Doing so would extend the existing land use designation from 16675-16683 Paramount Boulevard northward to encompass 16635-16683 Paramount Boulevard.





The two maps below show the existing and proposed Land Use Map with updated land use designation:

EXISTING



PROPOSED



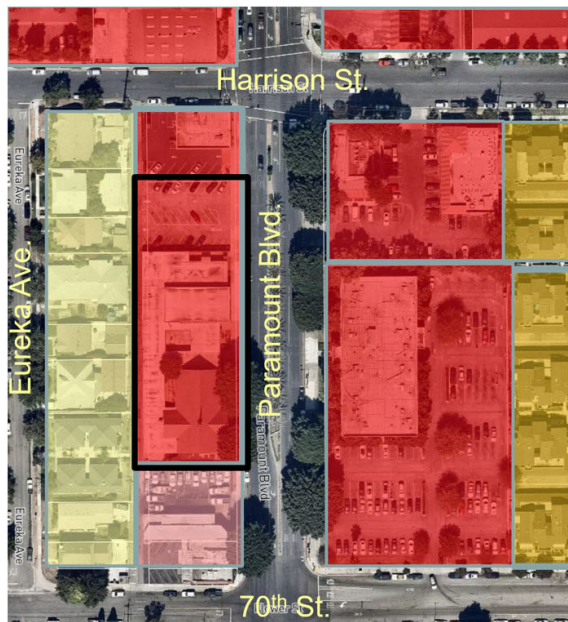
-  Single-Family Residential
-  Multiple-Family Residential
-  Central Business District
-  Mixed-use Commercial and Senior Assisted/Independent Living Facility

Proposed Zone Change

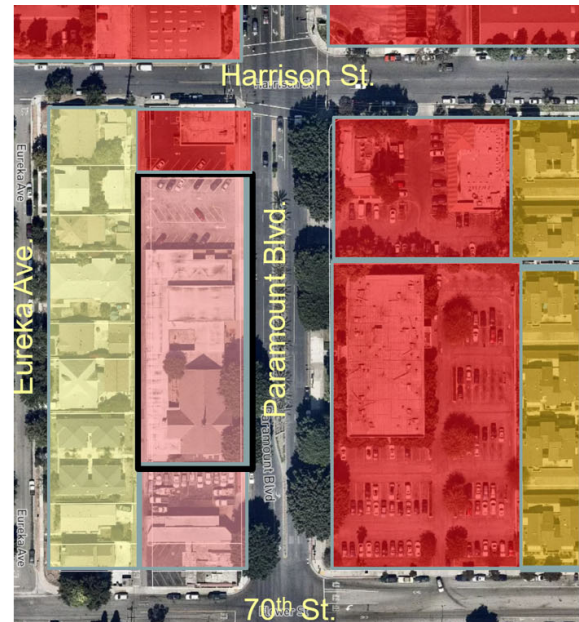
As noted above, the second application is a request (1) change the official Zoning Map from C-3 (General Commercial) to PD-PS (Planned Development with Performance Standards)/Mixed-Use Commercial and Senior Assisted/Independent Living Facility at 16635 Paramount Boulevard and (2) repeal Zone Change No. 230 for the PD-PS zone at 16675-16683 Paramount Boulevard and incorporating this land into Zone Change No. 239.





The two maps below show the existing and proposed Zoning Map:

EXISTING



PROPOSED



-  R-2 (Medium Density Residential)
-  R-M (Multiple-Family Residential)
-  C-3 (General Commercial)
-  PD-PS (Planned Development with Performance Standards)

Design

The Development Review Board approved the project design on December 7, 2022. The project will demolish the existing buildings and associated hardscape and construct an approximately 100,000 gross square foot, three-story senior living facility to house up to 115 residents within 60 units. Units consist of seven independent living units, six of which will be income-restricted, and 15 single-occupancy and 38 double-occupancy

assisted-living units. The building will include a 67-space, approximately 25,500 square foot parking garage, administrative offices, classrooms, activity and community rooms, a small chapel for use by the Methodist Church, kitchens, dining rooms, exercise rooms, outdoor patio areas, and two retail suites. The density of the project will be 57.7 dwelling units per acre. The infill project site is located on a major arterial road within a commercial corridor, and it is in a fully urbanized area surrounded on all sides by developed properties.

The architecture of the development is consistent with the City's design requirements. The building will have a contemporary modern design using materials such as stucco, steel, and plate glass. A mural, to be approved by the Development Review Board, will be located on the tower feature at the southeast corner of the building.

Photo

Below are photos of the project site in three segments:

16675-16683 Paramount Boulevard



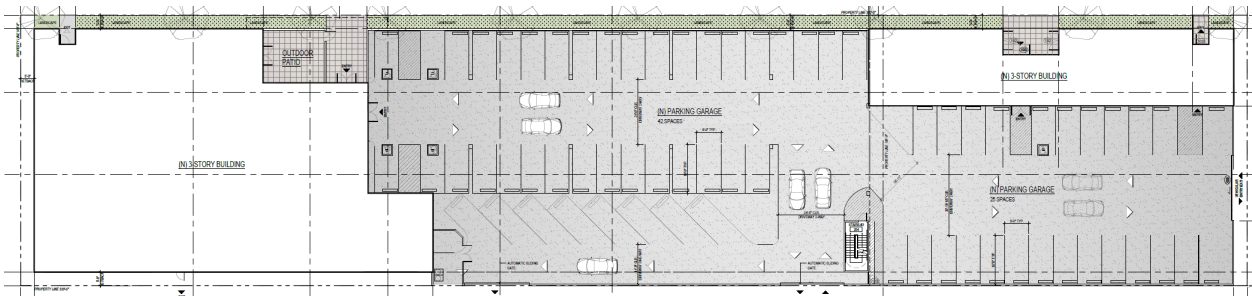
16635 Paramount Boulevard (south area)



16635 Paramount Boulevard (north area)



Below is a site plan, with north depicted on the left:



Below is a rendering:



Analysis

The amended land use and zone change will allow for the construction and operation of a senior housing facility, which will serve a specific housing and care need in the Paramount community. Since the closure of the Buchones Bar and the end of church services, there have been ongoing incidents of trespassing, break-ins, and at least one destructive fire at the properties. Sheriff's Department and Public Safety Department personnel have been deployed to the property on almost a daily basis, and the Fire Department has responded. The buildings are constantly being boarded up only to have trespassers remove the boards and nails. Time is of the essence to remediate the growing public safety threats.

To support community efforts to document properties as they transition to new uses, the Development Review Board included a condition of approval requiring the applicant to allow the City and/or the Paramount Historical Society access throughout the property to thoroughly photodocument the building details. Redeveloping the site, which is located at the prominent southern gateway to the City, will ensure a reactivated, safe, and vibrant improvement; and the Historical Society will build on continued actions to preserve the memory and meaning of buildings and the people associated with them.

Additionally, as discussed above, each business proposed in the retail suites on the bottom floor of the project will require a conditional use permit (CUP). This discretionary review will allow for a detailed analysis of parking needs to ensure that sufficient parking exists to support a business or other organization. The CUP application process will also provide added transparency with a formal public hearing and direct notification to property owners and tenants within 500 feet of the subject property.

Environmental Assessment

Evicom Corporation, 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 with mitigations, the project would not result in any significant impacts on the environment, and a Mitigated Negative Declaration and a Mitigation Monitoring Program are recommended for project adoption.

The Initial Study/Mitigated Negative Declaration and Mitigation Monitoring Program document are included as Attachment A.

Under the greenhouse gas category, an analysis of project consistency with the Paramount Climate Action Plan was completed. The project is consistent and compatible with the adopted Climate Action Plan.

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, hazards and hazardous materials, noise, and tribal cultural resources are the issue areas with mitigation measures. Below are the mitigation measures.

Cultural Resources: An archaeological monitor shall be on site during grading to assess any significant cultural resources that are encountered.

Geology and Soils: If any paleontological materials are encountered during the course of the project, all activity within 30 feet of the discovery shall cease until a qualified senior paleontologist can evaluate the discovery.

Hazards and Hazardous Materials: Prior to demolition, the applicant shall have the property surveyed for asbestos and polychlorinated biphenyls (PCBs). [PCBs are toxic substances sometimes used in construction between 1950 and 1979.] If asbestos and/or PCBs are found, they shall be disposed of according to State and Federal guidelines.

Noise:

- Diesel-powered construction vehicles shall use noise reduction devices.
- Power construction equipment shall use noise shielding and muffling devices.
- Grading and construction contractors shall use rubber-tired equipment.
- Noise barriers shall be placed at the west, north, and south property lines during construction.

Tribal Cultural Resources: A Native American monitor/consultant shall be present during ground disturbing activities in the event that Tribal cultural or archaeological resources are encountered.

City Contribution

The City will contribute \$2,000,000 to this project - \$300,000 from the City's low-to-moderate income housing account, and \$1,700,000 from Federal American Rescue Plan Act (ARPA) funds that the City received. In return, six of the 60 units (independent living units) will be designated for low-to-moderate income residents. The \$300,000 from the low-to-moderate income housing fund was originally approved for the smaller senior housing project at the bar and auto repair properties. Given that that project will not be constructed, we recommend dedicating that money to the larger senior project before the City Council this evening. Additionally, the ARPA expenditure plan that was approved by the Council in October 2022 included \$1,700,000 for this project.

FISCAL IMPACT

As discussed above, the City contribution for this project will total \$2,000,000. This amount was not included in the Fiscal Year 2022-23 budget and will be reflected during the midyear budget process from the available low-to-moderate income housing fund and the Federal ARPA funds. The \$300,000 from the low-to-moderate income housing fund was originally approved by the City Council for the previous senior project at the bar and auto repair properties.

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. Appropriate an additional \$300,000 from the available low-to-moderate income housing fund and \$1,700,000 from available Federal ARPA funds.
2. Adopt the Mitigated Negative Declaration and the Mitigation Monitoring Program relative to General Plan Amendment No. 22-1 and Zone Change No. 239; and
3. Read by title only and adopt Resolution No. 23:001.
4. Read by title only, waive further reading, introduce Ordinance No. 1167, and place it on the next regular agenda for adoption.

CITY OF PARAMOUNT
LOS ANGELES COUNTY, CALIFORNIA

RESOLUTION NO. 23:001

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PARAMOUNT SETTING FORTH ITS FINDINGS OF FACT AND DECISION RELATIVE TO GENERAL PLAN AMENDMENT NO. 22-1, APPROVING A REQUEST BY MICHAEL ZENON/ZT ARCHITECTURE + LAND DEVELOPMENT FOR UNITED METHODIST CHURCH TO CHANGE THE GENERAL PLAN LAND USE DESIGNATION FROM CENTRAL BUSINESS DISTRICT TO MIXED-USE COMMERCIAL AND SENIOR ASSISTED/INDEPENDENT LIVING FACILITY AT 16635 PARAMOUNT BOULEVARD IN THE C-3 (GENERAL COMMERCIAL) ZONE IN THE CITY OF PARAMOUNT

WHEREAS, the City Council of the City of Paramount has considered a request by Michael Zenon/ZT Architecture + Land Development for United Methodist Church to change the General Plan Land Use designation from Central Business District to Mixed-Use Commercial and Senior Assisted/Independent Living Facility at 16635 Paramount Boulevard in the C-3 (General Commercial) zone; and

WHEREAS, the City Council of the City of Paramount has caused notices to be published in the time and manner as required by law; and

WHEREAS, the Planning Commission of the City of Paramount conducted a public hearing relative to General Plan Amendment No. 22-1 on December 7, 2022.

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

SECTION 1. The above recitations are true and correct.

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

SECTION 3. The City Council hereby adopts a Mitigated Negative Declaration relative to Resolution No. 23:001/General Plan Amendment No. 22-1 in accordance with the provisions of the California Environmental Quality Act (CEQA).

SECTION 4. The City Council finds that the evidence presented does justify the granting of this application for the following reasons:

1. That modified conditions warrant a revision in the General Plan Land Use Map as it pertains to the area under consideration.
2. That placement of the proposed land use designation at such location will not:

- a. Adversely affect the health, peace, or welfare of persons residing or working in the surrounding area; and
 - b. Jeopardize, endanger, or otherwise constitute a menace to the public health, safety, or general welfare.
3. That such land use designation is necessary or desirable for the development of the community, is essentially in harmony with the various elements of the General Plan, and is not detrimental to existing uses.

SECTION 5. Approval of Resolution No. 23:001 is expressly conditioned upon the Owner/Developer to exclusively maintain at all times 53 units for assisted senior housing operations. For purposes of this condition of approval, assisted senior housing operations includes, but is not limited to the following:

1. Nursing care.
2. Medication management.
3. Bathing assistance.
4. Housekeeping.
5. Laundry services.
6. Food preparation.
7. Provision of transportation.

SECTION 6. The residents of the 53 assisted living units are prohibited from parking a vehicle at the facility or on the public right-of-way.

SECTION 7. In the event that the Owner/Developer fails to maintain the condition of assisted senior housing, this resolution is subject to suspension/and or revocation by the City Council.

SECTION 8. Based upon the foregoing findings, the City Council approves Resolution No. 23:001/General Plan Amendment No. 22-1.

SECTION 9. The General Plan Land Use Map of the City of Paramount as comprehensively updated when adopted by the City Council on August 7, 2007 is amended as shown on the map attached hereto, marked Exhibit "A", to be changed from the designation of Central Business District to Mixed-Use Commercial and Senior Assisted/Independent Living Facility. Said change shall be made on the General Plan Land Use Map of the City of Paramount.

SECTION 10. This Resolution shall take effect immediately upon its adoption.

PASSED, APPROVED, and ADOPTED by the City Council of the City of Paramount this 24th day of January 2023.

Vilma Cuellar Stallings, Mayor

ATTEST:

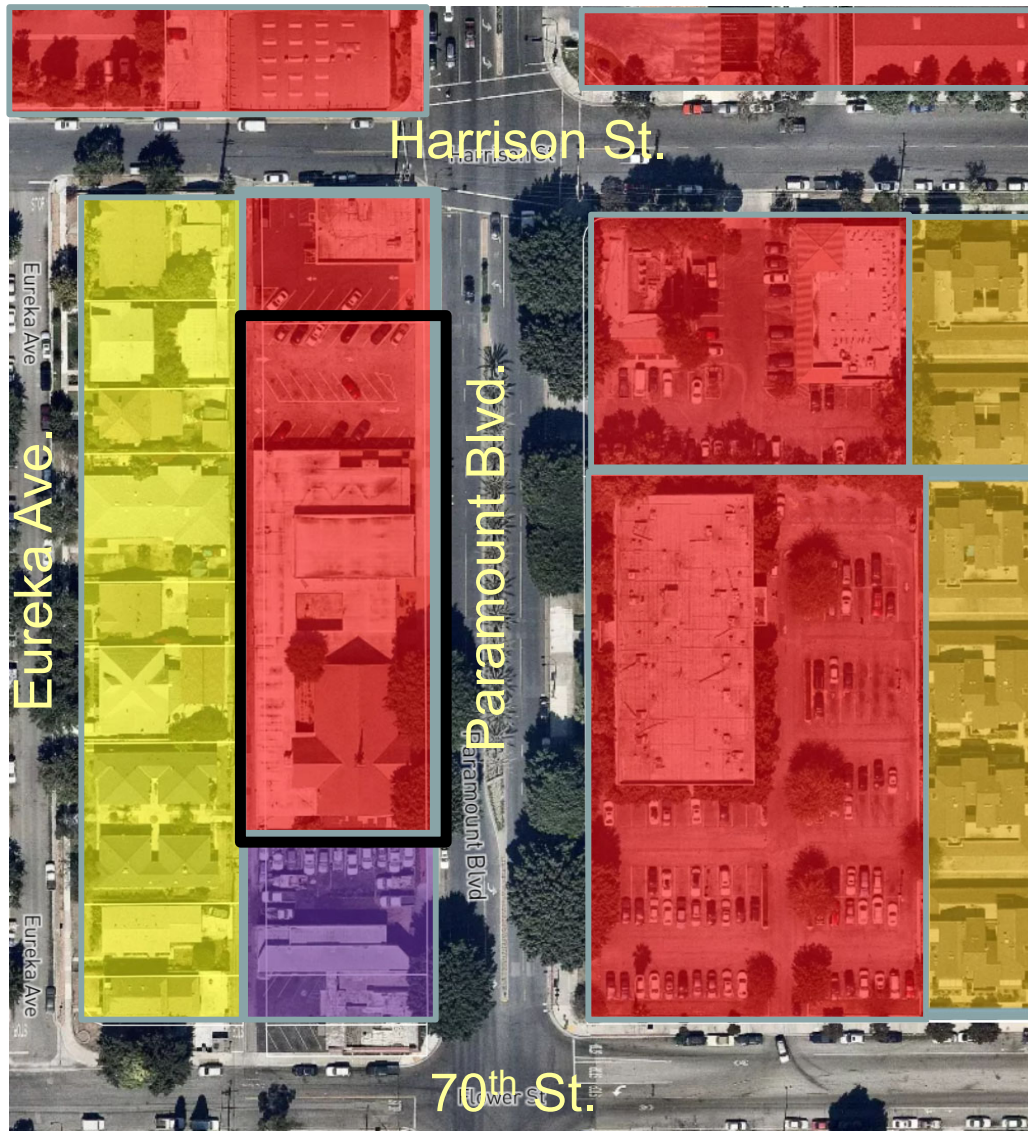
Heidi Luce, City Clerk





EXHIBIT A

Resolution No. 23:001

General Plan Amendment No. 22-1

Existing General Plan Land Use Designation



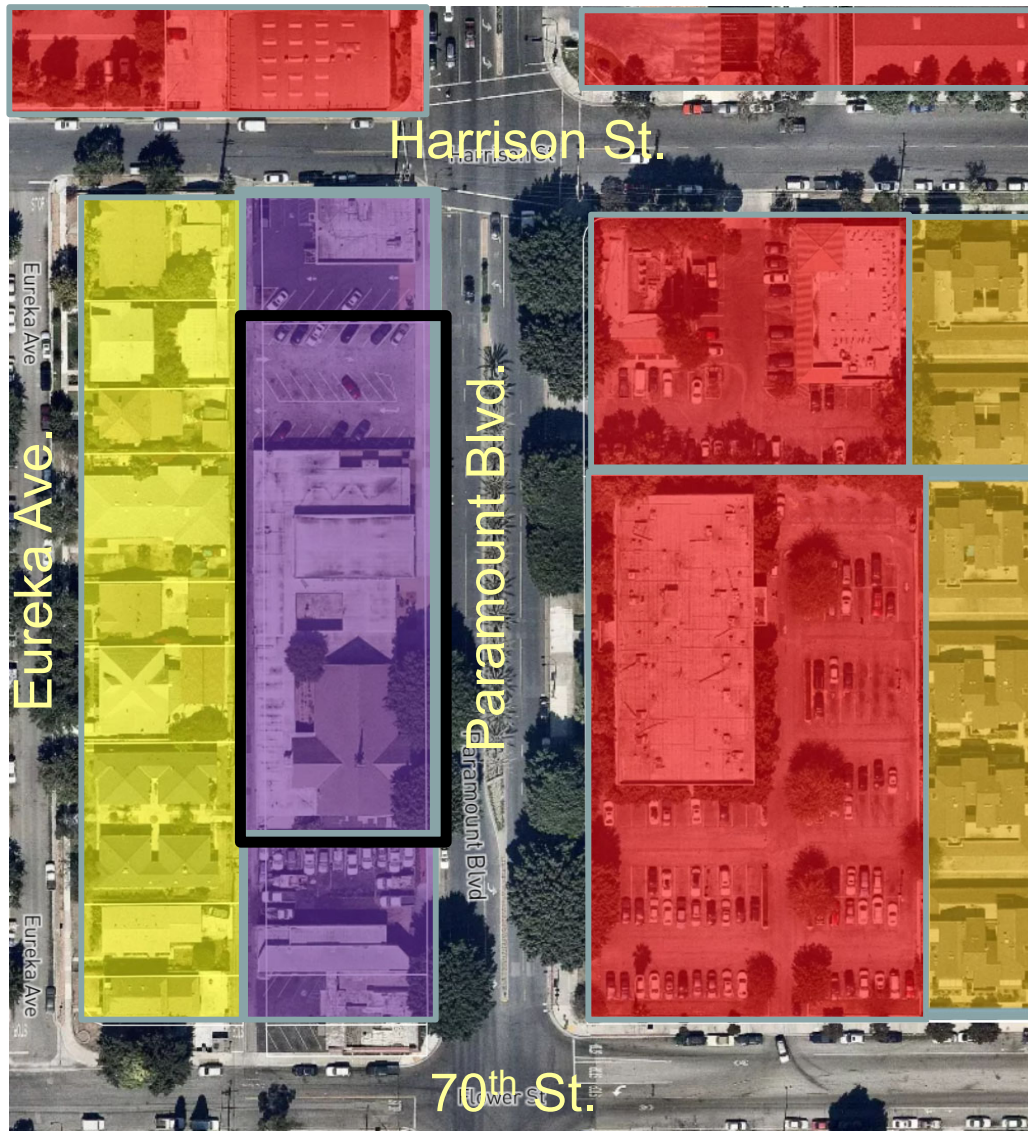
-  Single-Family Residential
-  Multiple-Family Residential
-  Central Business District
-  Mixed-use Commercial and Senior Assisted/Independent Living Facility





16635 Paramount Blvd.

Resolution No. 23:001

General Plan Amendment No. 22-1

Proposed General Plan Land Use Designation



-  Single-Family Residential
-  Multiple-Family Residential
-  Central Business District
-  Mixed-use Commercial and Senior Assisted/Independent Living Facility

16635 Paramount Blvd.

CITY OF PARAMOUNT
LOS ANGELES COUNTY, CALIFORNIA

ORDINANCE NO. 1167

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF PARAMOUNT, APPROVING ZONE CHANGE NO. 239, A REQUEST BY MICHAEL ZENON/ZT ARCHITECTURE + LAND DEVELOPMENT FOR UNITED METHODIST CHURCH TO (1) CHANGE THE OFFICIAL ZONING MAP FROM C-3 (GENERAL COMMERCIAL) TO PD-PS (PLANNED DEVELOPMENT WITH PERFORMANCE STANDARDS)/ MIXED-USE COMMERCIAL AND SENIOR ASSISTED/INDEPENDENT LIVING FACILITY AT 16635 PARAMOUNT BOULEVARD AND (2) REPEAL ZONE CHANGE NO. 230 FOR THE PD-PS ZONE AT 16675-16683 PARAMOUNT BOULEVARD AND INCORPORATING THIS LAND INTO ZONE CHANGE NO. 239 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 December 7, 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 22:026, recommending that the City Council adopt this Ordinance; and

WHEREAS, the City Council held a duly noticed public hearing on this Ordinance on January 24, 2023, 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 – general:

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

1. Mixed-use rental housing. Rental housing units for senior citizens, as defined in Section 51.3 of the California Civil Code, excluding the first (ground) floor of a building, provided the first floor contains commercial and/or institutional uses.
2. Animals. Dogs and cats as household pets within approved housing units, provided that the total number is any combination thereof shall not exceed two per housing unit. Livestock, including cattle, sheep, goats, horses, rabbits, rodents, poultry, fowl, and pigeons are prohibited.
3. Home garden. A home garden is permitted as a complement or accessory to a completed development project.
4. Home occupation. A Home Occupation Permit may be granted pursuant to Section 17.08.020 of the Paramount Municipal Code for residents in approved housing units.
5. Parking structure. A parking facility is permitted as a complement to a mixed-use commercial and senior assisted and senior independent living facility.
6. Signs. Signs that comply with the Central Business District Design Standards are permitted with Planning Department review and approval of a sign plans.

Permitted uses – first (ground) floor only; subject to a conditional use permit:

1. Alcoholic beverage sales for consumption off-premises
2. Any establishment offering alcoholic beverages for sale for consumption on the premise
3. Apparel shops
4. Art galleries

5. Art supply stores
6. Bakeries without customer seating
7. Barber shops, beauty shops, or nail salons
8. Bars or cocktail lounges with prepared food as a majority of gross sales
9. Bicycles sales and repair shops
10. Book and stationery stores
11. Breweries, wineries, and/or distilleries with taproom or brewpub
12. Candy stores and confectioneries
13. Consumer electronics shops, including the sale of mobile phones and accessories
14. Cookware shops
15. Craft shops
16. Culinary schools with storefront visibility
17. Drug stores/pharmacies
18. Dry cleaners
19. Florist shops
20. Freestanding automated teller machines (ATMs)
21. Furniture stores, excluding furniture rentals
22. Garden supply stores (excluding hydroponics stores)
23. Insurance agencies
24. Jewelry stores
25. Linen shops
26. Mail and shipping services
27. Medical, dental, and optometrist use
28. Museums

29. Musical instrument shops
30. Office and professional uses (excluding medical, dental, and optometrist uses)
31. Party supply stores
32. Pet supply stores
33. Real estate brokers and sales offices
34. Religious assembly
35. Restaurants (walk-in), bakeries with customer seating, coffee shops, fast food uses, take-out food service or other such retail food establishments
36. Shoe stores and shoe repair shops
37. Sporting goods
38. Studios (dance and fitness, recording, art, and music)
39. Tailor services
40. Toy/hobby retail shops
41. Wine bars
42. Wine shops devoted exclusively to sales of wine

Prohibited uses:

1. Adult novelty shop
2. Automotive part and automotive accessory sales
3. Automotive repair or service of any kind whatsoever
4. Bars or cocktail lounges, where no food is served
5. Billiard parlors
6. Check cashing, payday loans, and auto title loans
7. Day care centers (child and adult)
8. Discount grocery stores

9. Drive-through establishments of any type
10. Food voucher markets
11. Fraternal or social organizations
12. Gold and silver exchanges
13. Internet cafes/cyber cafes
14. Manufacturing uses of any kind
15. Massage establishments
16. Pawn shops
17. Public assemblies including religious assemblies and institutions
18. Retail sales of used merchandise, excluding antique shops
19. Swap meets
20. Tire shops, sales or service
21. Tobacco shops
22. Vocational schools (excluding culinary schools with storefront visibility)

Performance standards:

1. Permitting. All uses that require a conditional use permit shall obtain a conditional use permit before operating.
2. Vehicle repair. The repair or dismantling of any vehicle within the PD-PS (Planned Development with Performance Standards) zone is prohibited.
3. Commercial trucks/trailers. The parking or storage of trailers or commercial trucks is prohibited.
4. Vehicle parking. The parking of any vehicle in any area other than the garage or driveway is prohibited.
5. Recreational vehicles prohibited. The parking or outdoor storage of any recreational vehicle is prohibited. Such recreational vehicles shall include, but are not limited to motorhomes, boats, travel trailers, and transport trailers.

6. Satellite dish. The installation of a satellite dish shall not be visible from a public street.
7. Pole/antennae. No television or radio poles, antennae, or other external fixtures other than those originally installed by the developer and any replacements thereof, shall be constructed, erected, or maintained.
8. Clotheslines. Clotheslines shall not be visible from the public right-of-way.
9. Trash/recyclables. Trash, recyclables, garbage, or other waste shall be kept only in sanitary containers that shall be stored in a location so as not to be visible from the public right-of-way. All of said aforementioned containers shall be kept and maintained within the walls of the designated trash room of the approved building except when being emptied by a collector.
10. Storage. The storage or accumulation of junk, trash, and other offensive or noxious materials is specifically prohibited. No burning on any lot shall be permitted except in fireplaces or barbecues, if any. No lumber, metals, machinery, equipment or building materials shall be kept, stored, or allowed to accumulate. Tenant storage shall be limited to the accessory storage on the premises and shall be within the approved and enclosed building.
11. Modifications. No alterations or modifications to the exterior of the buildings, fences, railings, walls or other improvements constructed on the lot, and no changes to the grade or drainage pattern of the lot, shall occur without the prior consent of the Planning Director.
12. Home gardens. Edible plant materials shall be promptly harvested and removed when mature or ripe. Plants not harvested for consumption shall be promptly removed or tilled into the soil. Planting areas fallowed between growing seasons shall be covered with mulch or similar material or otherwise maintained in clean condition until the next planting period. Weeds shall be promptly removed. Actions shall be taken to prevent and eliminate pests.

Development standards:

1. Setbacks. Building setbacks are to be as shown on the submitted site plan and made by reference a part of this zone change.
2. Parking. Vehicular parking shall be provided and accessible as shown on the approved site plan.

3. Signage. Signs that comply with the Central Business District Design Standards are permitted with Planning Department review and approval of a sign plans.
4. Mailboxes. Mailboxes shall be installed by the developer and maintained in perpetuity.
5. Fences, etc. Perimeter fencing requires separate Planning Department review and approval.
6. Security bars. No wrought iron, metal, steel, etc. security bars shall be installed on exterior of any window. All exterior doors must be able to open without special knowledge or tools.
7. Tarps. The use of tarps is prohibited.
8. Landscaping/irrigation. Landscaping and irrigation shall comply with Chapter 17.96 (Water-Efficient Landscape Provisions) of the Paramount Municipal Code.
9. Security wire. No barbed wire, concertina wire, razor wire or cut glass shall be installed.
10. Business entrances. Ground floor tenant spaces shall have their primary entrance located adjacent to the public street or sidewalk.
11. Development Review. All conditions of Development Review Application No. 22:005 are applicable unless superseded by relevant changes to the Paramount Municipal Code.

Compliance with Chapter 17.72 (PD-PS, Planned Development with 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.

SECTION 3. California Environmental Quality Act (CEQA). The City Council hereby adopts a Mitigated Negative Declaration relative to Ordinance No. 1167 for Zone Change No. 239 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, APPROVED, and ADOPTED by the City Council of the City of Paramount this 14th day of February 2023.

Vilma Cuellar Stallings, Mayor

Attest:

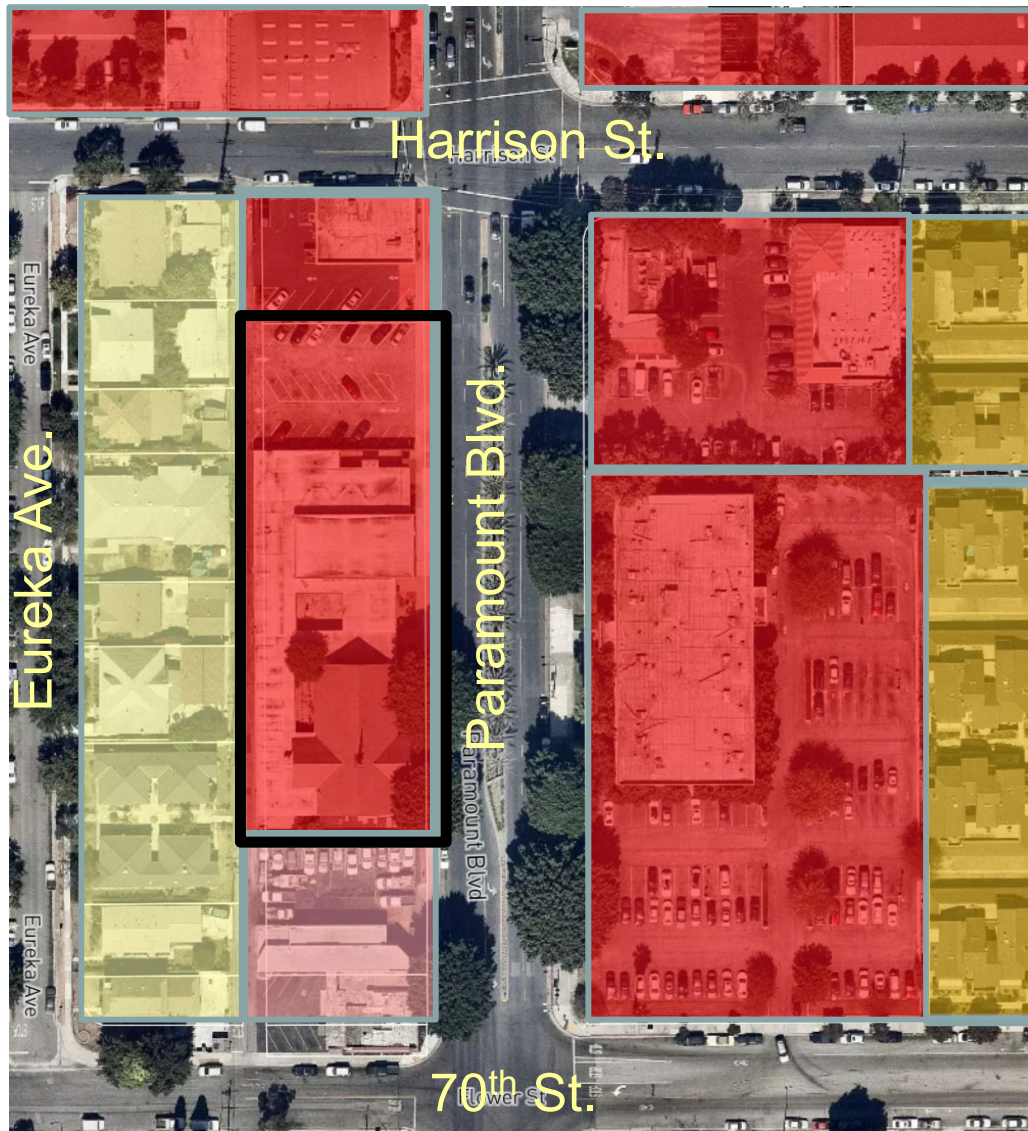
Heidi Luce, City Clerk





EXHIBIT A

Ordinance No. 1167

Zone Change No. 239

Existing Zoning



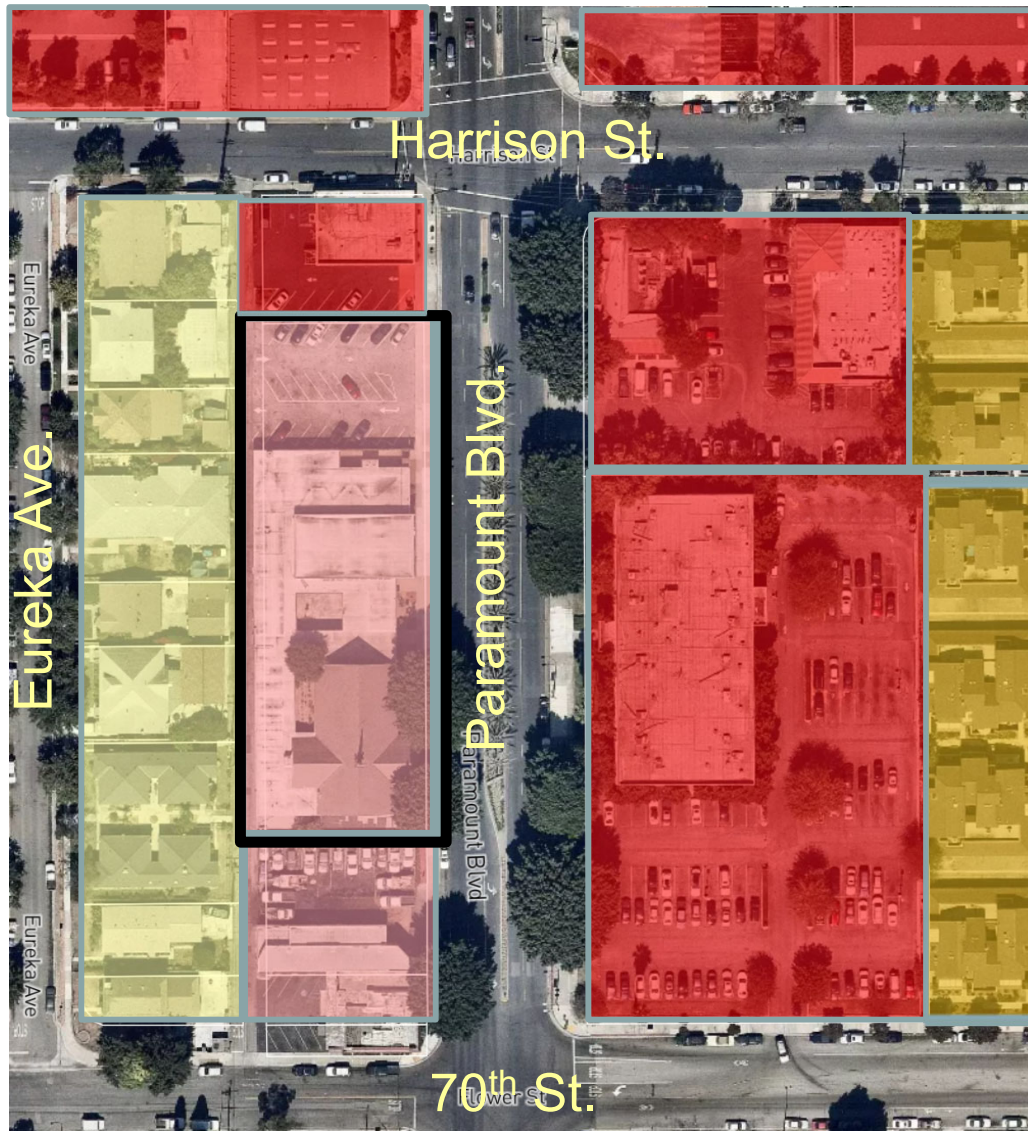
-  R-2 (Medium Density Residential)
-  R-M (Multiple-Family Residential)
-  C-3 (General Commercial)
-  PD-PS (Planned Development with Performance Standards)





16635-16683 Paramount Blvd.

Ordinance No. 1167

Zone Change No. 239

Proposed Zoning



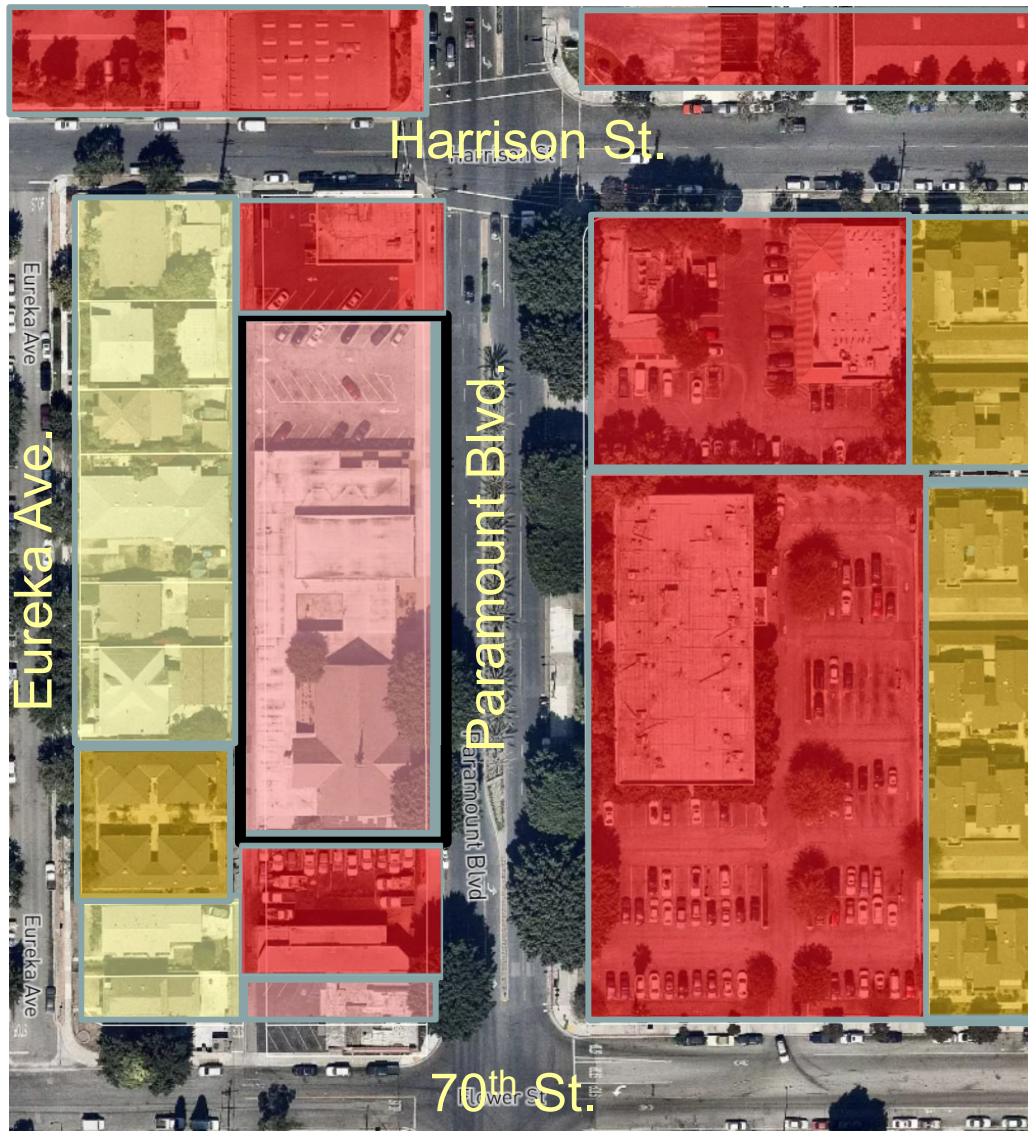
-  R-2 (Medium Density Residential)
-  R-M (Multiple-Family Residential)
-  C-3 (General Commercial)
-  PD-PS (Planned Development with Performance Standards)





16635-16683 Paramount Blvd.

Ordinance No. 1167

Zone Change No. 239

Land Use



-  Single-Family Residential
-  Multiple-Family Residential
-  Commercial
-  Vacant

16635-16683 Paramount Blvd.

AGENDA REPORT

ATTACHMENT A

MITIGATION MONITORING PROGRAM

1 MITIGATION MEASURES

The following 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:

BIOLOGICAL RESOURCES

MM BIO-1: Nesting Birds

Removal of the mature street tree, or demolition of the subject property, should take place outside of the nesting bird season, which generally runs from March 1- August 31 (as early as February 1 for raptors) to avoid take (including disturbances which would cause abandonment of active nests containing eggs and/or young). Take means to hunt, pursue, catch, capture, or kill, or attempt to hunt, pursue, catch, capture or kill (Fish and Game Code Section 86). If project activities cannot feasibly avoid the nesting bird season, beginning thirty days prior to the disturbance of the street tree, the applicant shall:

1. Arrange for weekly bird surveys to detect any protected native birds in the tree to be removed. The surveys shall be conducted by a qualified biologist with experience in conducting nesting bird surveys. The surveys shall continue on a weekly basis with the last survey being conducted no more than three days prior to the initiation of clearance/construction work.
2. If a nesting bird is found, the applicant shall delay all clearance/construction disturbance activities within 300 feet of suitable nesting habitat for the observed protected bird species (within 500 feet for suitable raptor nesting habitat) until August 31.
3. Alternatively, the Qualified Biologist could continue the surveys in order to locate any nests. If an active nest is located, clearing and construction within 300 feet of the nest (within 500 feet for raptor nests), or as determined by the Qualified Biological Monitor, shall be postponed until the nest is vacated and juveniles have fledged and when there is no evidence of a second attempt at nesting. Construction personnel shall be instructed on the sensitivity of the area.
4. The Qualified Biologist shall record the results of the recommended protective measures described above to document compliance with applicable state and federal laws pertaining to the protection of nesting birds. Such record shall be submitted and received into the case file for the associated discretionary action permitting the project.

CULTURAL RESOURCES

MM CR-1: Archaeological Monitoring

An archaeological monitor that meets the Secretary of Interior qualifications will be on site during grading of the project site from surface to the end of subsurface excavation. The purpose of having an archaeologist on site is to assess if any significant cultural resources are encountered during grading or trenching. If such features or artifact concentrations are identified, then the project “discovery” protocol will be followed:

1. The archaeological monitor will collect any diagnostic older historical material uncovered through grading that is within a disturbed context, and can halt construction within 30-feet of a potentially significant cultural resource if necessary. Artifacts collected from a disturbed context or that do not warrant additional assessment can be collected without the need to halt grading. Discovery situations that do not lead to further assessment, survey, evaluation, or data recovery can be described in the monitor's daily logs. However, if foundations, privies, or other older historical features are encountered, the project “discovery” protocol should be followed. A final Monitoring Report will be produced for the project that discusses all monitoring activities and all artifacts recovered and features identified through monitoring of the project site. Discovery situations that do not lead to further assessment, survey, evaluation, or data recovery can be described in the final Monitoring Report.

2. All artifacts recovered that are important, with diagnostic or location information that may be of importance to California history, will be cleaned, analyzed, and described within the Monitoring Report. All materials determined important will be curated at an appropriate depository or returned to the landowner for public display. If important materials are found during monitoring, a Curation Plan may be needed that is reviewed by the Lead Agency prior to the publication of the Monitoring Report. The costs of the Monitoring Report, the Curation Plan, and the processing, analysis, and curation of all artifacts will be the responsibility of the applicant, within the cost parameters outlined under CEQA.

GEOLOGY AND SOILS

Mitigation Measure GEO-1 (Paleontological Resources)

If any paleontological materials are encountered during the course of project development, all further development activities within 30-feet of the discovery shall halt until a qualified senior paleontologist can evaluate the nature and/or significance of the find(s). If the senior paleontologist determines that the discovery is potentially significant, then the Lead Agency will be contacted and informed of the discovery. Construction will not resume in the locality of the discovery until consultation between the senior paleontologist, the owner's project manager, or the Lead Agency takes place and reaches a conclusion approved by the Lead Agency. The Lead Agency may also require the site to be monitored during the rest of the project excavation.

HAZARDS AND HAZARDOUS MATERIALS

Mitigation Measure HAZ-1 – Polychlorinated Biphenyls (PCBs)

Prior to demolition, concurrent with regulatory-required surveys for asbestos, the applicant shall have each premises evaluated for the presence of PCBs by a qualified consultant. If material testing is necessary materials targeted should be those installed or manufactured prior to 1979, such as fluorescent light ballasts, caulks and sealants, insulating materials, adhesives and mastics, rubber window seals and gaskets, ceiling tiles, and acoustic boards. If PCBs are found in concentrations of 50 ppm or greater handling and disposal of the material will be subject to both federal and state laws. This may include reporting to U.S. Environmental Protection Agency (USEPA), and/or the California Department of Toxic Substances Control (DTSC). The disposal of PCBs waste is regulated under the TSCA. Building materials containing PCBs at or above 50 ppm that were manufactured with PCBs fall under the category of PCBs bulk product wastes. Building materials such as concrete, brick, metal contaminated with PCBs are PCBs remediation wastes (e.g., concrete contaminated with PCBs from caulk that contains PCBs). Disposal is also regulated under CCR Title 22, Section Division 4.5, Chapter 12, Standards Applicable to Hazardous Waste Generators. Compliance with federal and state PCB disposal requirements shall be demonstrated to the City prior to and during demolition activities.

NOISE

MM-NOI 1: All capable diesel-powered construction vehicles shall be equipped with exhaust mufflers, aftermarket dampening system or other suitable noise reduction devices.

MM-NOI-2: Power construction equipment (including combustion engines), fixed or mobile, shall be equipped with state-of-the-art noise shielding and muffling devices (consistent with manufacturers' standards). All equipment shall be properly maintained to assure that no additional noise, due to worn or improperly maintained parts, would be generated.

MM-NOI-3: On-site power shall be used instead of generators or air compressors, when feasible.

MM-NOI-4: Grading and construction contractors shall use rubber-tired equipment rather than metal-tracked equipment, when feasible.

MM-NOI-5: Temporary and impermeable noise barriers shall be placed at the west, north, and south property boundaries during construction of the project. The barriers shall be at least 12 feet in height and provide a transmission loss of at least 25 dB at 500 hertz (such as 3/4- inch plywood).

Tribal Cultural Resources

MM TCR-1: Tribal Cultural Resource Monitoring

1. Retain a Native American Monitor/Consultant: The Project Applicant shall be required to retain and compensate for the services of a Tribal Monitor/Consultant who is both approved by the Gabrieleño Band of Mission Indians-Kizh Nation Tribal Government

and is listed under the NAHC's Tribal Contact list for the area of the Project location. This list is provided by the NAHC. The Tribal Monitor/Consultant will only be present on-site during ground disturbing activities. Ground disturbing activities are defined by the Gabrieleño Band of Mission Indians-Kizh Nation as activities that may include, but are not limited to, pavement removal, potholing or auguring, grubbing, tree removals, boring, grading, excavation, drilling, and trenching within the Project area. The Tribal Monitor/Consultant will complete daily monitoring logs that will provide descriptions of the day's activities, including construction activities, locations, soil, and any cultural materials identified. Work will be allowed to continue with monitoring provided by a qualified Kizh Nation Resource Management (KNRM) archaeologist if the Tribal Monitor/Consultant is unavailable and as approved by the Tribal Government. The on-site monitoring shall end when the Project site grading and excavation activities are completed, or when the Tribal Representatives and Monitor/Consultant have indicated that the site has a low potential for impacting Tribal Cultural Resources.

2. Unanticipated Discovery of Tribal Cultural or Archaeological Resources Procedures: Upon discovery of any tribal cultural or archaeological resources, cease construction activities in the immediate vicinity of the find until the find can be assessed. All tribal cultural and archaeological resources unearthed by Project construction activities shall be evaluated by the qualified archaeologist and Tribal Monitor/Consultant approved by the Gabrieleño Band of Mission Indians. If the resources are Native American in origin, the Gabrieleño Band of Mission Indians-Kizh Nation shall coordinate with the landowner regarding treatment and curation of these resources. Typically, the Tribe will request preservation in place or recovery for educational purposes. Work may continue on other parts of the Project while evaluation and, if necessary, additional protective mitigation takes place (CEQA Guidelines Section 15064.5 [f]). If a resource is determined by the qualified archaeologist to constitute a "historical resource" or "unique archaeological resource", time allotment and funding sufficient to allow for implementation of avoidance measures, or appropriate mitigation, must be available. The treatment plan established for the resources shall be in accordance with CEQA Guidelines Section 15064.5(f) for historical resources.

2 MITIGATION MONITORING

The monitoring and reporting on the implementation of the mitigation measures identified above, including the period for implementation, monitoring agency, and the monitoring action, are identified in Table 1.

Table 1
Mitigation Monitoring Program

Measure	Enforcement Agency	Monitoring Phase	Verification
<p>Tribal Cultural Resources</p> <p>MM TCR-1: Tribal Cultural Resource Monitoring</p> <p>1. Retain a Native American Monitor/Consultant: The Project Applicant shall be required to retain and compensate for the services of a Tribal Monitor/Consultant who is both approved by the Gabrieleño Band of Mission Indians-Kizh Nation Tribal Government and is listed under the NAHC's Tribal Contact list for the area of the Project location. This list is provided by the NAHC. The Tribal Monitor/Consultant will only be present on-site during ground disturbing activities. Ground disturbing activities are defined by the Gabrieleño Band of Mission Indians-Kizh Nation as activities that may include, but are not limited to, pavement removal, potholing or auguring, grubbing, tree removals, boring, grading, excavation, drilling, and trenching within the Project area. The Tribal Monitor/Consultant will complete daily monitoring logs that will provide descriptions of the day's activities, including construction activities, locations, soil, and any cultural materials identified. Work will be allowed to continue with monitoring provided by a qualified Kizh Nation Resource Management (KNRM) archaeologist if the Tribal Monitor/Consultant is unavailable and as approved by the Tribal Government. The on-site monitoring shall end when the Project site grading and excavation activities are completed, or when the Tribal Representatives and Monitor/Consultant have indicated that the site has a low potential for impacting Tribal Cultural Resources.</p> <p>2. Unanticipated Discovery of Tribal Cultural or Archaeological Resources Procedures: Upon discovery of any tribal cultural or archaeological resources, cease construction activities in the immediate vicinity of the find until the find can be assessed. All tribal cultural and archaeological resources unearthed by Project construction activities shall be evaluated by the qualified archaeologist and Tribal Monitor/Consultant approved by the</p>	<p>Planning Department</p> <p><i>(Applicant is responsible for implementation.)</i></p>	<p>Construction, during the Project's ground-disturbing activities.</p>	<p>Date:</p> <p>Name & Title:</p>

Table 1
Mitigation Monitoring Program

Measure	Enforcement Agency	Monitoring Phase	Verification
<p>Gabrieleño Band of Mission Kizh Nation. If the resources are Native American in origin, the Gabrieleño Band of Mission Indians-Kizh Nation shall coordinate with the landowner regarding treatment and curation of these resources. Typically, the Tribe will request preservation in place or recovery for educational purposes. Work may continue on other parts of the Project while evaluation and, if necessary, additional protective mitigation takes place (CEQA Guidelines Section 15064.5 [f]). If a resource is determined by the qualified archaeologist to constitute a "historical resource" or "unique archaeological resource", time allotment and funding sufficient to allow for implementation of avoidance measures, or appropriate mitigation, must be available. The treatment plan established for the resources shall be in accordance with CEQA Guidelines Section 15064.5(f) for historical resources.</p> <p>BIOLOGICAL RESOURCES</p> <p>MM BIO-1: Nesting Birds</p> <p>Removal of the mature street tree, or demolition of the subject property, should take place outside of the nesting bird season, which generally runs from March 1- August 31 (as early as February 1 for raptors) to avoid take (including disturbances which would cause abandonment of active nests containing eggs and/or young). Take means to hunt, pursue, catch, capture, or kill, or attempt to hunt, pursue, catch, capture or kill (Fish and Game Code Section 86). If project activities cannot feasibly avoid the nesting bird season, beginning thirty days prior to the disturbance of the street tree, the applicant shall:</p> <ol style="list-style-type: none"> 1. Arrange for weekly bird surveys to detect any protected native birds in the tree to be removed. The surveys shall be conducted by a qualified biologist with experience in conducting nesting bird surveys. The surveys shall continue on a weekly basis with the last survey being conducted no more than three days prior to the initiation of clearance/construction work. 2. If a nesting bird is found, the applicant shall delay all clearance/construction disturbance activities within 300 feet of suitable 	<p>Planning Department</p> <p><i>(Applicant is responsible for implementation.)</i></p>	<p>Outside of the bird nesting season.</p>	<p>Date:</p> <p>Name & Title:</p>

Table 1
Mitigation Monitoring Program

Measure	Enforcement Agency	Monitoring Phase	Verification
<p>nesting habitat for the observed protected bird species (within 500 feet for suitable raptor nesting habitat) until August 31.</p> <p>3. Alternatively, the Qualified Biologist could continue the surveys in order to locate any nests. If an active nest is located, clearing and construction within 300 feet of the nest (within 500 feet for raptor nests), or as determined by the Qualified Biological Monitor, shall be postponed until the nest is vacated and juveniles have fledged and when there is no evidence of a second attempt at nesting. Construction personnel shall be instructed on the sensitivity of the area.</p> <p>4. The Qualified Biologist shall record the results of the recommended protective measures described above to document compliance with applicable state and federal laws pertaining to the protection of nesting birds. Such record shall be submitted and received into the case file for the associated discretionary action permitting the project.</p> <p>CULTURAL RESOURCES</p> <p>MM CR-1: Archaeological Monitoring</p> <p>An archaeological monitor that meets the Secretary of Interior qualifications will be on site during grading of the project site from surface to the end of subsurface excavation. The purpose of having an archaeologist on site is to assess if any significant cultural resources are encountered during grading or trenching. If such features or artifact concentrations are identified, then the project "discovery" protocol will be followed:</p> <p>1. The archaeological monitor will collect any diagnostic older historical material uncovered through grading that is within a disturbed context, and can halt construction within 30-feet of a potentially significant cultural resource if necessary. Artifacts collected from a disturbed context or that do not warrant additional assessment can be collected without the need to halt grading. Discovery situations that do not lead to further assessment, survey, evaluation, or data recovery can be described in the monitor's daily logs. However, if foundations, privies, or other older</p>	<p>Planning Department</p> <p><i>(Applicant is responsible for implementation.)</i></p>	<p>During grading.</p>	<p>Date:</p> <p>Name & Title:</p>

Table 1
Mitigation Monitoring Program

Measure	Enforcement Agency	Monitoring Phase	Verification
<p>historical features are encountered, the project "discovery" protocol should be followed. A final Monitoring Report will be produced for the project that discusses all monitoring activities and all artifacts recovered and features identified through monitoring of the project site. Discovery situations that do not lead to further assessment, survey, evaluation, or data recovery can be described in the final Monitoring Report.</p> <p>2. All artifacts recovered that are important, with diagnostic or location information that may be of importance to California history, will be cleaned, analyzed, and described within the Monitoring Report. All materials determined important will be curated at an appropriate depository or returned to the landowner for public display. If important materials are found during monitoring, a Curation Plan may be needed that is reviewed by the Lead Agency prior to the publication of the Monitoring Report. The costs of the Monitoring Report, the Curation Plan, and the processing, analysis, and curation of all artifacts will be the responsibility of the applicant, within the cost parameters outlined under CEQA.</p> <p>GEOLOGY AND SOILS</p> <p>Mitigation Measure GEO-1 (Paleontological Resources)</p> <p>If any paleontological materials are encountered during the course of project development, all further development activities within 30-feet of the discovery shall halt until a qualified senior paleontologist can evaluate the nature and/or significance of the find(s). If the senior paleontologist determines that the discovery is potentially significant, then the Lead Agency will be contacted and informed of the discovery. Construction will not resume in the locality of the discovery until consultation between the senior paleontologist, the owner's project manager, or the Lead Agency takes place and reaches a conclusion approved by the Lead Agency. The Lead Agency may also require the site to be monitored during the rest of the project excavation.</p>	<p>Planning Department</p> <p><i>(Applicant is responsible for implementation.)</i></p>	<p>During construction.</p>	<p>Date:</p> <p>Name & Title:</p>

Table 1
Mitigation Monitoring Program

Measure	Enforcement Agency	Monitoring Phase	Verification
<p>HAZARDS AND HAZARDOUS MATERIALS</p> <p>Mitigation Measure HAZ-1 – Polychlorinated Biphenyls (PCBs)</p> <p>Prior to demolition, concurrent with regulatory-required surveys for asbestos, the applicant shall have each premises evaluated for the presence of PCBs by a qualified consultant. If material testing is necessary materials targeted should be those installed or manufactured prior to 1979, such as fluorescent light ballasts, caulks and sealants, insulating materials, adhesives and mastics, rubber window seals and gaskets, ceiling tiles, and acoustic boards. If PCBs are found in concentrations of 50 ppm or greater handling and disposal of the material will be subject to both federal and state laws. This may include reporting to U.S. Environmental Protection Agency (USEPA), and/or the California Department of Toxic Substances Control (DTSC). The disposal of PCBs waste is regulated under the TSCA. Building materials containing PCBs at or above 50 ppm that were manufactured with PCBs fall under the category of PCBs bulk product wastes. Building materials such as concrete, brick, metal contaminated with PCBs are PCBs remediation wastes (e.g., concrete contaminated with PCBs from caulk that contains PCBs). Disposal is also regulated under CCR Title 22, Section Division 4.5, Chapter 12, Standards Applicable to Hazardous Waste Generators. Compliance with federal and state PCB disposal requirements shall be demonstrated to the City prior to and during demolition activities.</p>	<p>Planning Department</p> <p><i>(Applicant is responsible for implementation.)</i></p>	<p>Construction, during the Project's ground-disturbing activities.</p>	<p>Date:</p> <p>Name & Title:</p>
<p>NOISE</p> <p>MM-NOI 1: All capable diesel-powered construction vehicles shall be equipped with exhaust mufflers, aftermarket dampening system or other suitable noise reduction devices.</p> <p>MM-NOI-2: Power construction equipment (including combustion engines), fixed or mobile, shall be equipped with state-of-the-art noise shielding and muffling devices (consistent with manufacturers' standards). All equipment shall be properly maintained to assure that no additional noise, due to worn or improperly maintained parts, would be generated.</p>	<p>Planning Department</p> <p><i>(Applicant is responsible for implementation.)</i></p>	<p>During construction.</p>	<p>Date:</p> <p>Name & Title:</p>

Table 1
Mitigation Monitoring Program

Measure	Enforcement Agency	Monitoring Phase	Verification
<p>MM-NOI-3: On-site power shall be used instead of generators or air compressors, when feasible.</p> <p>MM-NOI-4: Grading and construction contractors shall use rubber-tired equipment rather than metal-tracked equipment, when feasible.</p> <p>MM-NOI-5: Temporary and impermeable noise barriers shall be placed at the west, north, and south property boundaries during construction of the project. The barriers shall be at least 12 feet in height and provide a transmission loss of at least 25 dB at 500 hertz (such as 3/4- inch plywood).</p>			

Draft Initial Study / Mitigated Negative Declaration

Paramount UMC Mixed-use Senior Assisted Living Facility

Case Numbers:

General Plan Amendment No. 22-1 / Zone Change No. 239
Development Review Application No. 22:001



LEAD AGENCY:

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Planning Department,
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November 2022

**PARAMOUNT UMC MIXED-USE SENIOR ASSISTED
LIVING FACILITY
DRAFT INITIAL STUDY/
MITIGATED NEGATIVE DECLARATION**

Case Numbers:

**General Plan Amendment No. 22-1
Zone Change No. 239
Development Review Application No. 22:001**

Lead Agency:

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Planning Department, Planning Division
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November 2022

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Appendix D	Preliminary Geotechnical Investigation
Appendix E	Phase I Environmental Site Assessment

1.0 INTRODUCTION

The purpose of this Initial Study/Mitigated Negative Declaration (IS/MND) is to disclose and evaluate the environmental impacts of the 60-unit Paramount UMC (United Methodist Church) Mixed-Use Senior Assisted Living Facility (“project”), to be located on an approximately 1.04-acre infill site at 16635-16683 Paramount Boulevard (“project site” or “site”) in the Central Business District (CBD) in the City of Paramount (City).

PROJECT SUMMARY

The project proposes to redevelop three parcels totaling 1.04 acres (45,500 square-feet) which currently contain three vacant structures including a church complex, an auto repair garage, and a bar. The church complex consists of a chapel and community building with an approximately 21,200 square-foot footprint and 8,000 square-foot surface parking lot. The auto repair garage is approximately 2,200 square-feet with a 5,200 square-foot parking lot, and the bar is approximately 2,500 square-feet with a 1,900 square-foot parking lot. The project will demolish the existing buildings and associated hardscape and construct an approximately 100,000 gross square-foot, three-story senior living facility to house up to 105 residents within 60 units. Units consist of seven independent living units, six of which will be income-restricted, and 15 single-occupancy and 38 double-occupancy assisted-living units. The building will include a 67-space, approximately 25,500 square-foot parking garage, administrative offices, classrooms, activity and community rooms, a chapel, kitchens, dining rooms, exercise rooms, outdoor patio areas, and two retail suites. The density of the project will be 57.7 dwelling units per acre. The infill project site is located on a major arterial road within a commercial corridor, in a fully urbanized area surrounded on all sides by developed properties. A general plan amendment and zone change for the northern parcel will be necessary to develop the site. The two southern parcels were previously entitled for a senior living facility and have already had their zoning and plan designation changed for that purpose.

LEGAL AUTHORITY

This IS/MND has been prepared for the City of Paramount, the Lead Agency for the project, in accordance with the California Environmental Quality Act (CEQA) of 1970 (Public Resources Code 21000–21189) and relevant provisions of the *CEQA Guidelines* (California Code of Regulations [CCR], Title 14, Division 6, Chapter 3, Sections 15000–15387), as amended.

Initial Study. Section 15063(c) of the CEQA Guidelines defines an Initial Study as the proper preliminary method of analyzing the potential environmental consequences of a project. To paraphrase from this Section, the relevant purposes of an Initial Study are:

- (1) To provide the Lead Agency with the necessary information to decide whether to prepare an Environmental Impact Report (EIR) or a Mitigated Negative Declaration (MND);
- (2) To enable the Lead Agency to modify a project, mitigating adverse impacts, thus avoiding the need to prepare an EIR; and
- (3) To provide sufficient technical analysis of the environmental effects of a project to permit a judgment based on the record as a whole, that the environmental effects of a project have been adequately mitigated.

Negative Declaration or Mitigated Negative Declaration. CEQA Guidelines Section 15070 states a public agency shall prepare a Negative Declaration or MND for a project subject to CEQA when:

- (a) The initial study shows that there is no substantial evidence, in light of the whole record before the agency, that the project may have a significant effect on the environment; or
- (b) The initial study identifies potentially significant effects, but:
 - 1. Revisions in the project plans or proposals made by, or agreed to by the applicant before a proposed MND and initial study are released for public review would avoid the effects or mitigate the effects to a point where clearly no significant effects would occur, and
 - 2. There is no substantial evidence, in light of the whole record before the agency, that the project as revised may have a significant effect on the environment.

A MND may be used to satisfy the requirements of CEQA when a project would have no significant unmitigable effects on the environment.

2.0 FINDINGS OF THIS INITIAL STUDY

The analysis in this IS/MND demonstrates that with the implementation of mitigation measures, the project would have a less than significant impact on the environment with regard to all CEQA Checklist issues. For each issue addressed in Section 4.0, the impacts associated with development of the project have been determined to be “Significant Unless Mitigation Incorporated,” “Less than Significant,” or “No Impact.” For issues that were determined to be “Significant Unless Mitigation Incorporated,” mitigation measures have been identified that would reduce impacts to below a level of significance.

3.0 PROJECT DESCRIPTION

PROJECT LOCATION AND EXISTING USES

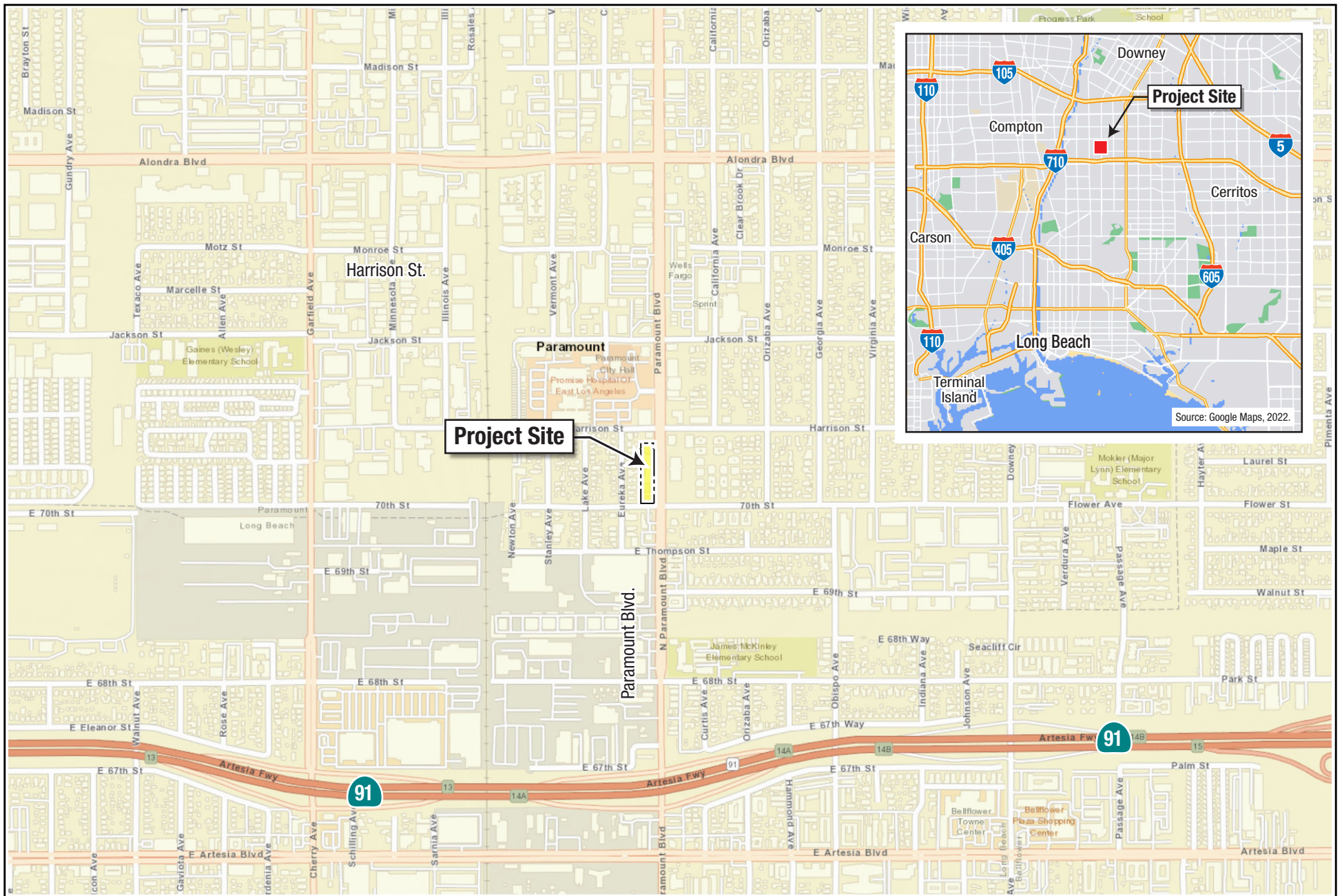
The project site consists of three parcels totaling approximately 1.04 acres (45,500 square-feet) located at the southwest corner of East 70th Street and Paramount Boulevard, extending north along the Boulevard, addressed as 16635 to 16683 Paramount Boulevard. The property is located between Harrison Street to the north and bordered by 70th Street to the south. Paramount Boulevard is a major arterial which bisects the City from north to south, and 70th Street serves as the southern limit of the City. The subject parcels take up roughly 80 percent of the block it occupies, with just one parcel above to the north. An alley serves the rear of the site and separates it from the buildings behind it to the west. The subject properties are developed with a chapel and community building circa 1956 and 1960 to the north, an auto repair garage dating to 1953 in the middle, and a bar originally constructed in the late 1920s in the southernmost parcel. The parcel containing the chapel is zoned C-3 General Commercial, and has a General Plan Designation of Area Plan, lying within the CBD Area Plan. The two parcels below it are zoned PD-PS, Planned Development-Performance Standards, with a land use designation of Mixed-Use Commercial Residential. The Assessor Parcel Numbers (APN) comprising the lots are 7102-031-020, 7102-031-021, 7102-031-022, and 7102-031-024.

The site is within an urbanized area surrounded by a mix of uses. The northernmost lot of the site is currently zoned for commercial activity, while the southern lots have been recently rezoned to allow residential use. All of the parcels are located within the CBD area. This district begins at 70th Street and runs north for roughly a mile, encompassing all of the parcels fronting Paramount Blvd., and includes all of the parcels fronting Alondra Blvd. as it runs east of Paramount Blvd. The southern parcels had their land use designation recently changed so they are no longer bound by Area Plan provisions, and the northern parcel's designation will change with the currently requested entitlement for the same purpose. East of the business district the majority of land is zoned for residential use, both single family and multi-family. West of the business district, occupying roughly 30 percent of the City, is a large area containing properties zoned for manufacturing. Directly adjacent to the west of the project site, beginning on the other side of the alley, is a 0.5 mile block of parcels zoned for medium density residential use. Roughly half of the land within city limits is zoned for manufacturing or commercial activity, and half for residential purposes.

On the next block above the site is the Paramount Civic Center containing City Hall, the Clearwater Building community building, the Kindred Hospital long-term care hospital, and the "Hay Tree" California Historic Landmark No. 1038. The next block to the north contains a large shopping center. The nearest public school is within the City of Long Beach .25 miles to the south. Less than 0.5 miles to the south is State Route 91, and a little under two miles to the east is the 710 freeway. Transit service is available on Paramount Boulevard via Long Beach Transit route 21 and Metro bus routes 265 and 258, and nearby is Metro route 128. Routes 265 and 258 both connect to the Metro Green Line approximately two miles to the north. The project location is shown in **Figure 3.1, Regional Location Map** and **Figure 3.2, Vicinity Map**.

PROJECT COMPONENTS AND OPERATIONS

The project proposes an infill development that would replace three existing buildings with a three-story senior living facility. The ground floor will contain a garage with 67 parking spaces, office and administrative spaces for staff, as well as facilities for public or commercial use/rental including two retail suites, classrooms, a chapel, community center/dining hall with full kitchen, and an outdoor patio. The second floor will contain 28 double-occupancy rooms and seven single-occupancy rooms along with facilities for residents including an outdoor deck, dining hall, living room, library, activity room, gymnasium, physical therapy suite, and administrative offices. The third floor will contain 12 double-



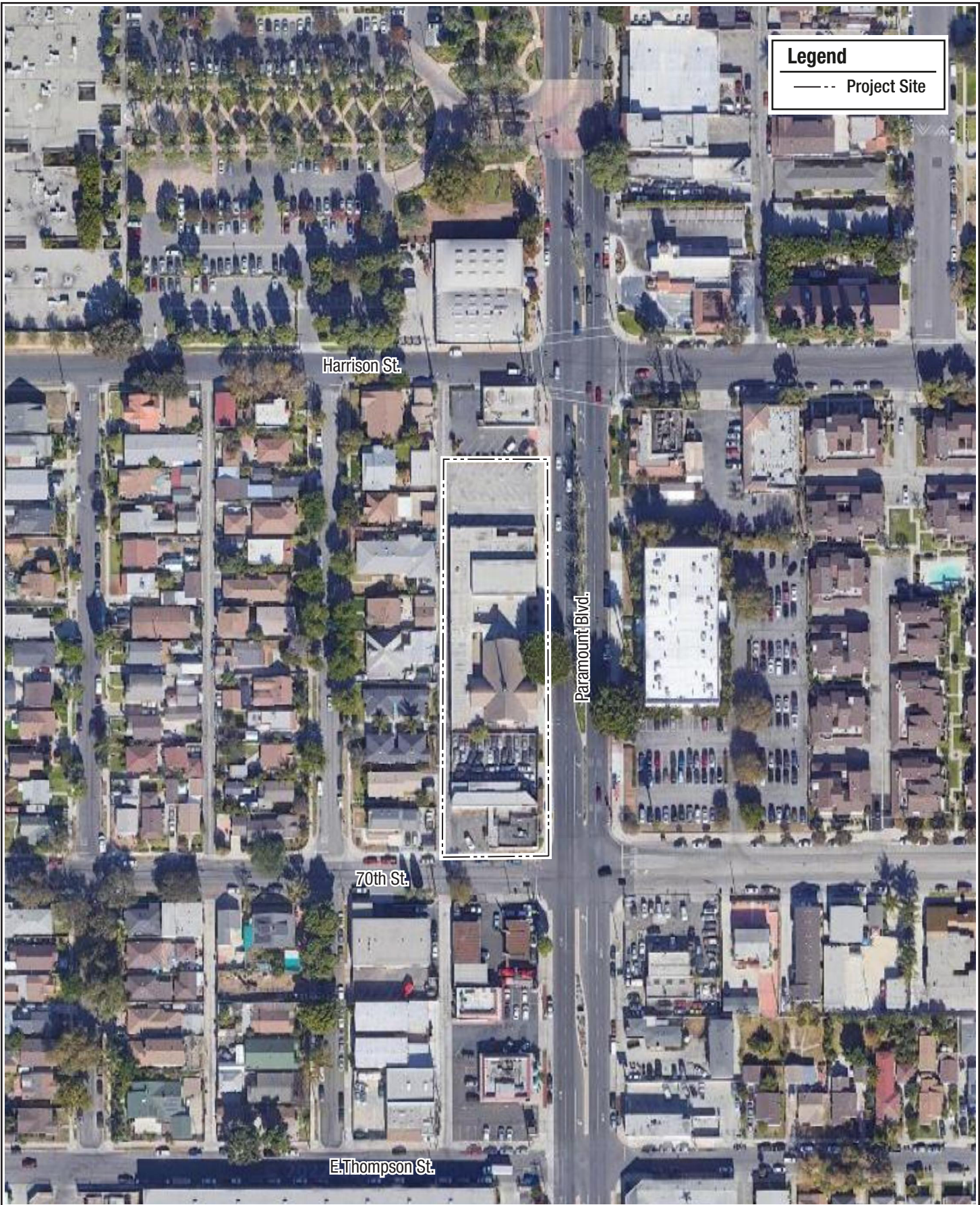
Source: ESRI World Street Background Imagery, 2022.

PARAMOUNT UMC MIXED-USE PROJECT – ADMINISTRATIVE DRAFT IS / MND

Regional Location Map



envicom



Aerial Source: Google Satellite Imagery, Feb. 6, 2020.

occupancy rooms, six single-occupancy rooms, and seven independent living units, six of which will be income-restricted units, along with two outdoor decks and a lounge for resident use, and an administrative office. The project will provide housing for up to 105 residents in 60 units, with the option for independent living units to house two people each. The building will occupy nearly all of the space on the parcels, with just five-foot setbacks at the front, sides, and a portion of the rear. The building will have a contemporary modern design utilizing materials such as stucco, steel, and plate glass.

During operations the senior assisted living facilities will be classified as a Residential Care Facility for the Elderly, licensed and regulated by the California Department of Social Services, Community Care Licensing Division, providing non-medical care and supervision for persons 60 years or older who may need assistance with the activities of daily living.

The public facilities will be administered by the ownership and provided for rental or free of charge at the discretion of facility management. The chapel will host regular services, and classrooms may be used during the day and in the evening. The commercial suites will be available for lease to businesses. Facility staffing will consist of an estimated 20 full time staff for the senior living facility, and the uses on the ground floor are conservatively estimated to employ up to 15 people; 4-10 employees for the commercial suites and 3-5 for the public facilities (chapel, classrooms, and community center)

Figure 3.3, First & Second Floor Plans shows the proposed first and second floors, and **Figure 3.4, Front Elevation** shows the proposed front elevation.

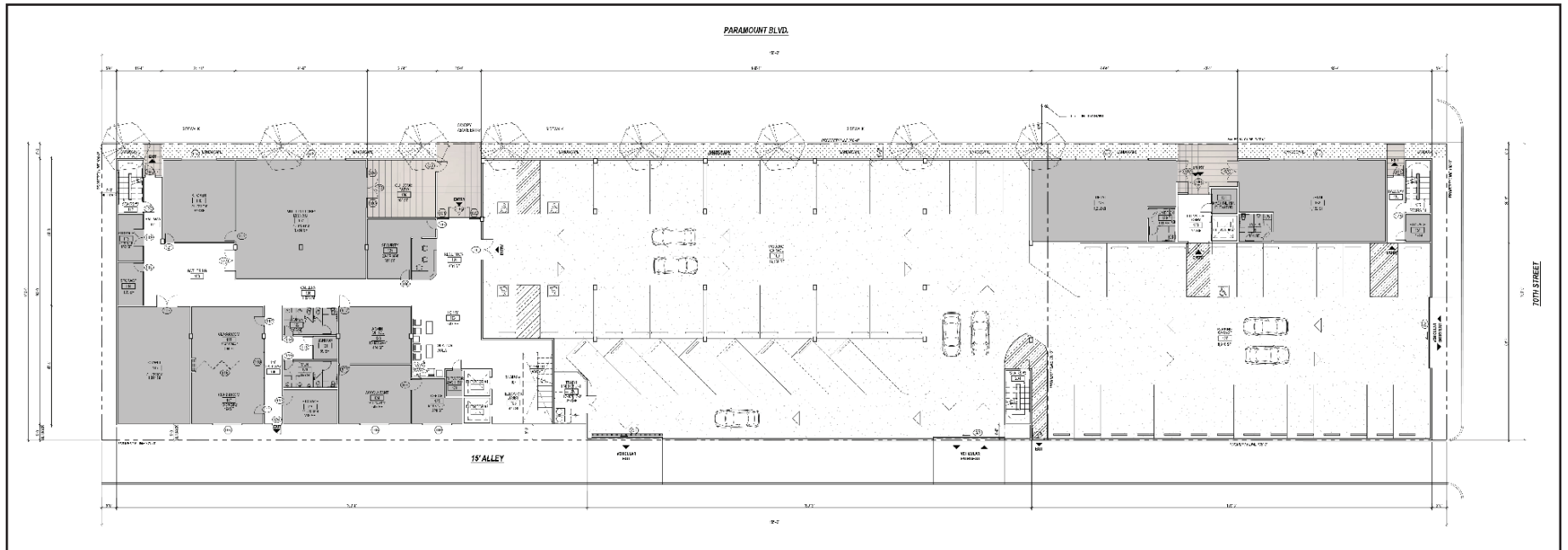
CONSTRUCTION AND EARTHWORK

The infill project would be constructed on a developed, flat property. Construction activities are anticipated to begin in late 2022 with demolition of the site, and the project is expected to be operational by the 4th quarter of 2023. The site is expected to be excavated to eight feet and existing soils recompacted for the base, with up to 2,847 cubic yards of dirt exported from the site.

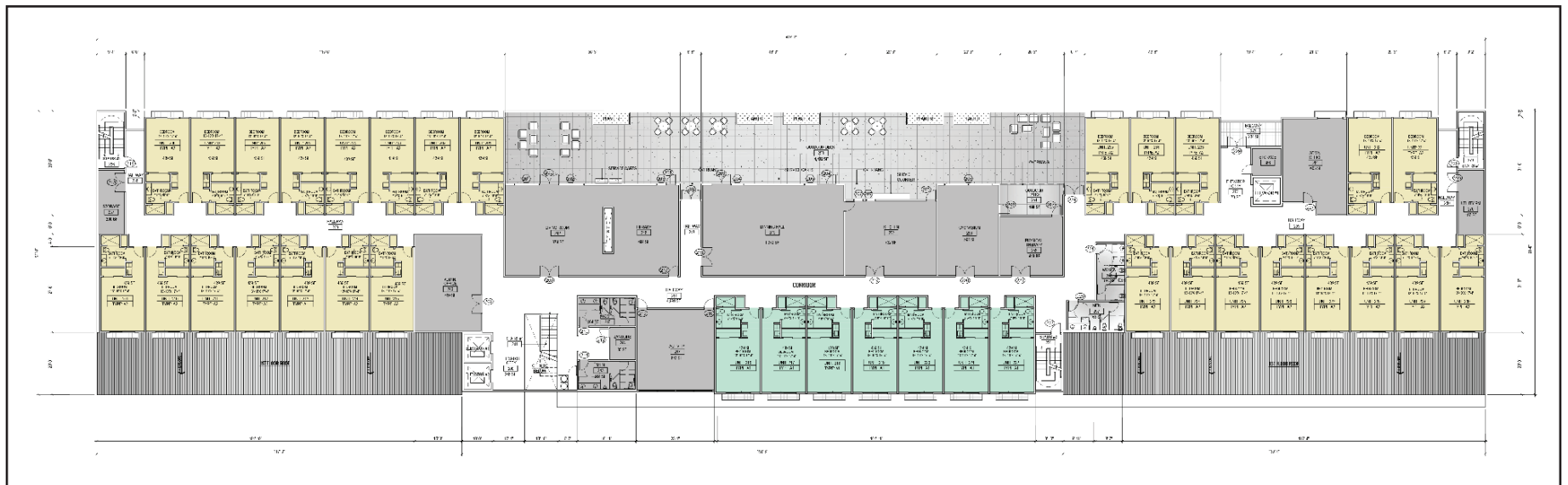
REQUIRED APPROVALS

This IS/MND will serve as the CEQA review document for project implementation, including required City approvals, which would include but may not be limited to of the following:

- General Plan Amendment – from Area Plan to Mixed-Use Commercial Residential
- Zone Change – from C-3 to PD-PS
- Lot Merger – Merger of APNs 7102-031-024, 7102-031-020, 7102-031-021 and 7102-031-022
- Development Review



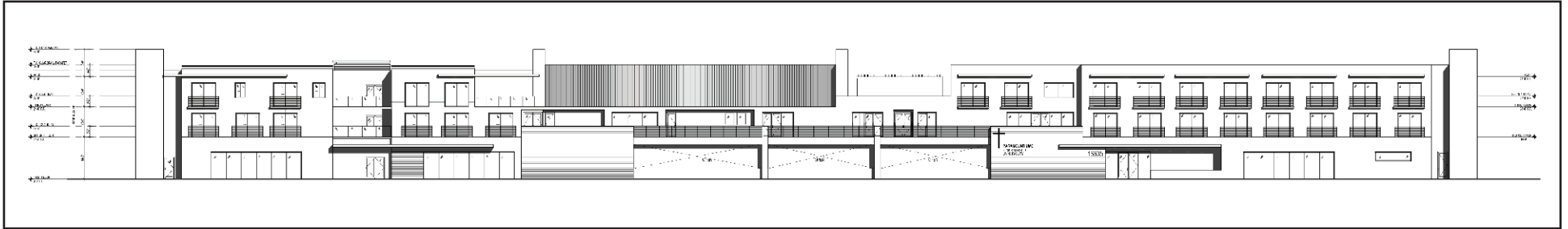
First Floor Plan



Second Floor Plan

ZT Architecture + Land Development, Mar. 22, 2020.

Front Elevation (East)



Conceptual Rendering (Front Elevation)



Source: ZT Architecture + Land Development, Mar. 22, 2020.

4.0 INITIAL STUDY / MITIGATED NEGATIVE DECLARATION

PROJECT TITLE: Paramount UMC Mixed-Use Senior Assisted Living Facility	ENVIRONMENTAL CASE NO: N/A	RELATED CASES: DRA 20:015 & ZC 230
PROJECT LOCATION: 16635-16683 Paramount Boulevard, Paramount, CA 90723		
EXISTING ZONING: C-3 / PD-PS	GENERAL PLAN LAND USE: Area Plan / Mixed-Use Commercial Residential	
LEAD CITY AGENCY: City of Paramount	ADDRESS: 16400 Colorado Avenue, Paramount, CA 90723	
STAFF CONTACT: John Carver, Planning Director	TELEPHONE: (562) 220-2036	
APPLICANT NAME AND ADDRESS: ZT Architecture + Land Development Inc. 5757 W. Century Blvd. Suite 700 Los Angeles, CA 90045 Attention: Michael Zenon		
PROJECT DESCRIPTION: The project consists of the demolition of existing structures and hardscape on a 1.04 acre (45,500 square-foot) infill development site and construction of an approximately 100,000 gross square-foot, three-story senior living facility, accommodating up to 105 residents within seven independent living units, and 15 single-occupancy and 38 double-occupancy rooms, with a 67-space, approximately 25,500 square-foot parking garage on the ground floor, for a density of 57.7 du/acre. The project will include publicly accessible amenities including two retail suites and a chapel, classrooms, and a dining hall.		
ENVIRONMENTAL SETTING: The project site is located within an urbanized area on a commercial boulevard surrounded by commercial and residential land uses. The Paramount civic center is directly north, to the west on the opposite side of a public alley abutting the project site is a residential subdivision, which borders large manufacturing areas .25 miles to the west. The street at the south of the site is the southern limit of the City (adjacent to the City of Long Beach). Large residential areas lay to the east of the project site, with the mix of surrounding uses within 0.5 miles of the site roughly 45% manufacturing/commercial and 55% residential.		
OTHER PUBLIC AGENCIES WHOSE APPROVAL IS REQUIRED: N/A		
CALIFORNIA NATIVE AMERICAN CONSULTATION REQUESTED: Gabrieleño Band of Mission Indians-Kizh Nation		

ENVIRONMENTAL FACTORS POTENTIALLY AFFECTED:

The environmental factors checked below would be potentially affected by this project, involving at least one impact that is a "Potentially Significant Impact" as indicated by the checklist on the following pages.

- | | | |
|---|---|--|
| <input type="checkbox"/> Aesthetics | <input type="checkbox"/> Agriculture and Forestry Resources | <input type="checkbox"/> Air Quality |
| <input checked="" type="checkbox"/> Biological Resources | <input checked="" type="checkbox"/> Cultural Resources | <input checked="" type="checkbox"/> Geology /Soils |
| <input type="checkbox"/> Greenhouse Gas Emissions | <input checked="" type="checkbox"/> Hazards & Hazardous Materials | <input type="checkbox"/> Hydrology / Water Quality |
| <input type="checkbox"/> Land Use / Planning | <input type="checkbox"/> Mineral Resources | <input checked="" type="checkbox"/> Noise |
| <input type="checkbox"/> Population / Housing | <input type="checkbox"/> Public Services | <input type="checkbox"/> Recreation |
| <input type="checkbox"/> Transportation/Traffic | <input checked="" type="checkbox"/> Tribal Cultural Resources | <input type="checkbox"/> Utilities / Service Systems |
| <input type="checkbox"/> Mandatory Findings of Significance | | |

DETERMINATION:

On the basis of this initial evaluation:

- ☐ I find that the proposed project COULD NOT have a significant effect on the environment, and a NEGATIVE DECLARATION will be prepared.
- ☒ I find that although the proposed project could have a significant effect on the environment, there will not be a significant effect in this case because revisions in the project have been made by or agreed to by the project proponent. A MITIGATED NEGATIVE DECLARATION will be prepared.
- ☐ I find that the proposed project MAY have a significant effect on the environment, and an ENVIRONMENTAL IMPACT REPORT is required.
- ☐ I find that the proposed project MAY have a "potentially significant impact" or "potentially significant unless mitigated" impact on the environment, but at least one effect 1) has been adequately analyzed in an earlier document pursuant to applicable legal standards, and 2) has been addressed by mitigation measures based on the earlier analysis as described on attached sheets. An ENVIRONMENTAL IMPACT REPORT is required, but it must analyze only the effects that remain to be addressed.
- ☐ I find that although the proposed project could have a significant effect on the environment, because all potentially significant effects (a) have been analyzed adequately in an earlier EIR or NEGATIVE DECLARATION pursuant to applicable standards, and (b) have been avoided or mitigated pursuant to that earlier EIR or NEGATIVE DECLARATION, including revisions or mitigation measures that are imposed upon the proposed project. Therefore, an EIR Addendum will be prepared.

Name: John Carver
Title: Planning Director

Signature: _____

Date: _____

	Potentially Significant Impact	Potentially Significant Unless Mitigation Incorporated	Less than Significant Impact	No Impact
I. AESTHETICS.				
Except as provided in Public Resources Code Section 21099, would the project:				
a. Have a substantial adverse effect on a scenic vista?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
b. Substantially damage scenic resources, including, but not limited to, trees, rock outcroppings, and historic buildings, or other locally recognized desirable aesthetic natural feature within a state scenic highway?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
c. In non-urbanized areas, substantially degrade the existing visual character or quality of public views of the site and its surroundings? (Public views are those that are experienced from publicly accessible vantage points). If the project is in an urbanized area, would the project conflict with applicable zoning and other regulations governing scenic quality?	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
d. Create a new source of substantial light or glare, which would adversely affect day or nighttime views in the area?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>

Impact Analysis

a. No Impact. A project may have a significant impact if the project introduces incompatible visual elements within a field of view containing a scenic vista or substantially blocks public views of a scenic vista.

Scenic vistas are typically defined as broad sweeping views of a visual resource, such as a cityscape, or a focused view of a scenic element, such as a mountain peak. There are no scenic vistas visible from the project site or Paramount Blvd. adjacent to it. Therefore, the project would have no impact on public views of a scenic vista. The topography of the surrounding area for many miles is generally flat, and the project site is surrounded on all sides by development. This means there are no tall scenic elements to see from the vicinity of the project site, and no broad sweeping views to be had where the project site is within the field of view. Therefore, there would be no impacts on views of a scenic vista.

Mitigation Measures: No mitigation measures are required.

b. No Impact. A significant impact would occur if scenic resources within a city-designated scenic highway would be damaged or removed by development of a project.

The project site is not located along a designated scenic highway or visible from a designated scenic highway, and therefore development of the site will not damage any scenic resources within a scenic highway. The nearest known scenic highway is a portion of the Pacific Coast Highway eligible for state

designation that begins in the City of Long Beach roughly 6.5 miles south of the site.¹ Therefore, the project would result in no impact to scenic resources within a city-designated scenic highway.

Mitigation Measures: No mitigation measures are required.

c. Less Than Significant Impact. Projects in urbanized areas could have a significant impact if they conflicted with local regulations governing scenic quality.

The project site is located within the CBD Area Plan area but only the north parcel is subject to the Area Plan's provisions, and it will have its general plan designation changed to Mixed-Use Commercial Residential as part of the requested entitlement. Architectural guidelines for the CBD were adopted in 1984, however, they are no longer currently in use and are not applicable to the project. There are no design-related overlay zones or citywide design guidelines applicable to the project, and the new land use designation does not have any specific aesthetic guidelines or standards. The land use element of the general plan has general policy concerned with the aesthetic quality of development that states:

Land Use Element Policy 22. The City of Paramount will continue to promote quality design in the review of residential, commercial and industrial development.

The design of the project is scrutinized at the project level through the Development Review process, guided by the objective standards (height, setback, etc.) applied per the PD-PS zone, which is the current zoning of the two southern parcels and the zoning that the northern parcel will be changed to. Because the design of the project will be guided by City staff, and deemed appropriate through the entitlement process rather than according to set guidelines or standards, approval of the project will be the result, in part, of a design that has been found harmony with the community. Therefore, impacts to applicable zoning and other regulations governing scenic quality are less than significant.

Mitigation Measures: No mitigation measures are required.

d. No Impact. A significant impact may occur if a project introduces new sources of light or glare that would be incompatible with the surrounding areas, or that pose a safety hazard to motorists on adjacent streets or freeways.

The proposed project has minimal exterior lighting that is commensurate with the use and urban infill location. Therefore, the project does not introduce new sources of lighting that are incompatible with the surrounding area or will pose a safety hazard to motorists and there is no impact.

Mitigation Measures: No mitigation measures are required.

¹ CalTrans California State Scenic Highway System Map, Accessed January 19, 2021 at:
<https://caltrans.maps.arcgis.com/apps/webappviewer/index.html?id=465dfd3d807c46cc8e8057116f1aaca>

II. AGRICULTURE AND FORESTRY RESOURCES.

Would the project:

	Potentially Significant Impact	Potentially Significant Unless Mitigation Incorporated	Less than Significant Impact	No Impact
a. Convert Prime Farmland, Unique Farmland, or Farmland of Statewide Importance (Farmland), as shown on the maps prepared pursuant to the Farmland Mapping and Monitoring Program of the California Resources Agency, to non-agricultural use?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
b. Conflict with existing zoning for agricultural use, or a Williamson Act contract?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
c. Conflict with existing zoning for, or cause rezoning of, forest land (as defined in Public Resources Code section 12220(g)), timberland (as defined by Public Resources Code section 4526), or timberland zoned Timberland Production (as defined by Government Code section 51104(g))?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
d. Result in the loss of forest land or conversion of forest land to non-forest use?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
e. Involve other changes in the existing environment, which, due to their location or nature, could result in conversion of Farmland, to non-agricultural use or conversion of forest land to non-forest use?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>

Impact Analysis

a-e. No Impact. The project site is located within an urbanized area of Paramount, which has been developed for decades. The California Department of Conservation Farmland Mapping and Monitoring Program (FMMP) 2018 map of Los Angeles County Important Farmland² designates the project site and all of its surrounding properties as Urban and Built-Up Land. As such, the project would have no impact on agriculture or forestry resources, and no mitigation is required.

Mitigation Measures: No mitigation measures are required.

² California Department of Conservation, Division of Land Resource Protection, Los Angeles County Important Farmland 2016. <ftp://ftp.consrv.ca.gov/pub/dlrp/FMMP/pdf/2016/los16.pdf> (accessed June 17, 2020).

	Potentially Significant Impact	Potentially Significant Unless Mitigation Incorporated	Less than Significant Impact	No Impact
III. AIR QUALITY.				
Would the project:				
a. Conflict with or obstruct implementation of the applicable air quality plan?	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
b. Result in a cumulatively considerable net increase of any criteria pollutant for which the project region is non-attainment under an applicable federal or state ambient air quality standard?	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
c. Expose sensitive receptors to substantial pollutant concentrations?	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
d. Result in other emissions (such as those leading to odors) adversely affecting a substantial number of people?	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>

Impact Analysis

The proposed project would be located in an urban area in Paramount, situated within the South Coast Air Basin (“Air Basin”). The Air Basin is bounded by the Pacific Ocean to the west, the San Gabriel, San Bernardino, and San Jacinto Mountains to the north and east, and San Diego County to the south. The South Coast Air Quality Management District (SCAQMD) is the agency responsible for regulating stationary sources of emissions in the Air Basin.

In addition to being a highly developed metropolitan region with a large population that results in high pollutant emissions, the Air Basin’s prevailing climate often includes light winds, shallow vertical mixing, and extensive sunlight, as well as the adjacent mountain ranges which hinder dispersion of air pollutants, can result in degraded air quality within the Air Basin.

The project’s estimated construction emissions were modeled using the California Emissions estimator Model (CalEEMod.2020.4.0), a statewide land use emissions computer model developed for the California Air Pollution Officers Association in collaboration with the California Air Districts to provide a uniform platform for government agencies, land use planners, and environmental professionals to quantify potential criteria pollutant and greenhouse gas (GHG) emissions associated with a variety of land use projects. The output reports from CalEEMod are included as included as **Appendix A, CalEEMod Version 2020.4.0 Computer Model Output**.

a. Less Than Significant Impact. A significant air quality impact could occur if the project would conflict with or obstruct implementation of the applicable air quality plan.

In the Air Basin, the agency designated to develop the regional AQMP is the SCAQMD, which coordinates with the Southern California Association of Governments (SCAG). The SCAQMD 2016 Air Quality Management Plan (AQMP) is a regional blueprint for achieving federal air quality standards and healthful air, and includes integrated strategies and measures needed to meet the National Ambient Air Quality Standards within the Air Basin, within which the project site is located. The AQMP focuses on achieving clean air standards while accommodating population growth as forecast by SCAG.

The project's proposed 60 senior living units and community and retail components would not generate a substantial increase in regional population or employment growth, and it does not meet the criteria for statewide, regional, or areawide significance as defined in the CEQA Statute and Guidelines Section 15206.

The 2016 AQMP includes the following objectives:

- Eliminate reliance on future technologies measures (to show future attainment of air quality standards) to the maximum extent feasible.
- Calculate and take credit for co-benefits from other planning efforts.
- Develop a strategy with fair-share emission reductions at the federal, state, and local levels.
- Invest in strategies and technologies meeting multiple objectives regarding air quality, climate change, air toxics exposure, energy, and transportation.
- Identify and secure significant funding for incentives to implement early deployment and commercialization of zero and near-zero technologies.
- Enhance the socioeconomic analysis and pursue the most efficient and cost-effective path to achieve multi-pollutant and multi-deadline targets.
- Prioritize enforceable regulatory measures as well as non-regulatory, innovative and “win-win” approaches for emission reductions.

These objectives are not project-specific guidelines, and the project would not interfere with the SCAQMD efforts to achieve these stated objectives. The 2016 AQMP represents a thorough analysis of existing and potential regulatory control options, includes available, proven, and cost-effective strategies, and seeks to achieve multiple goals in partnership with other entities promoting reductions in GHG and toxic risk, as well as efficiencies in energy use, transportation, and goods movement.³

The 2016 overall control strategy is composed of stationary and mobile source emission reductions from traditional regulatory control measures, incentive-based programs, co-benefits from climate programs, mobile source strategies and reductions from federal sources, which include aircraft, locomotives and ocean-going vessels. These strategies are to be implemented in partnership with the California Air Resources Board (CARB) and United States Environmental Protection Agency (EPA).

SCAQMD has continued to adopt and implement regulatory measures in order to reduce air pollution emissions from a wide range of sources and to reduce public exposure to unhealthful air pollution. The 2016 AQMP proposes robust reductions for oxides of nitrogen (NO_x) from new regulations on Regional Clean Air Incentives Market facilities (e.g., refineries, power plants, etc.), non-refinery flares, commercial cooking, and residential and commercial appliances. Such combustion sources are already heavily regulated with the lowest NO_x emissions levels achievable but there are opportunities to require and accelerate replacement with cleaner zero-emission alternatives. The 2016 AQMP strategies also include development of incentive funding to advance deployment of new cleaner technologies at a pace that is not feasible through regulation alone. The project would be required to comply with all regulations regarding appliances and equipment that would be applicable to the proposed uses, including regulations that relate to energy conservation and/or emissions reduction of criteria pollutants.

The project does not meet the criteria for statewide, regional, or areawide significance as defined in the CEQA Statute and Guidelines Section 15206. Further, as discussed in the evaluation below, the project's construction or operations activities would not result in emissions of criteria pollutants that exceed the SCAQMD's thresholds of significance. Therefore, the project would not substantially affect conformance with the AQMP, nor would it obstruct its implementation; therefore, impacts would be less than significant.

³ South Coast Air Quality Management District, Final 2016 Air Quality Management Plan, March 2017.

Mitigation Measures: No mitigation measures are required.

b. Less Than Significant Impact. A project may have a significant impact if it would result in a cumulatively considerable net increase of any criteria pollutant for which the project region is non-attainment under an applicable federal or state ambient air quality standard. SCAQMD provides significance thresholds for emissions of criteria pollutants, including: reactive organic gases (ROG), NO_x, carbon monoxide (CO), sulfur oxides (SO_x), and particulate matter (PM-10 and PM-2.5)⁴. Projects in the SCAQMD with daily emissions that exceed any of the following emission thresholds shown in **Table III-1, SCAQMD Daily Maximum Emissions Thresholds**, may be considered significant under CEQA guidelines.

Table III-1
SCAQMD Daily Maximum Emissions Thresholds

Pollutant	Construction (lbs./day)	Operations (lbs./day)
ROG	75	55
NO _x	100	55
CO	550	550
SO _x	150	150
PM-10	150	150
PM-2.5	55	55
Source: South Coast Air Quality Management District, SCAQMD Air Quality Significance Thresholds, Revision April 2019.		

The SCAQMD guidance for evaluation of cumulative impacts under CEQA⁵ states that “As Lead Agency, the AQMD uses the same significance thresholds for project specific and cumulative impacts for all environmental topics analyzed in an Environmental Assessment or EIR” (the Hazard Index (HI) significance threshold for toxic air contaminant emissions is an exception). Further, the SCAQMD guidance states that “Projects that exceed the project-specific significance thresholds are considered by the SCAQMD to be cumulatively considerable. This is the reason project-specific and cumulative significance thresholds are the same. Conversely, projects that do not exceed the project-specific thresholds are generally not considered to be cumulatively significant.” SCAQMD recommends that public agencies perform cumulative impact analyses for air quality in the same manner as SCAQMD. As such, a project that does not exceed the emissions thresholds shown in Table III-1 would not have a cumulatively considerable net increase of any criteria pollutant.

Construction Emissions

The project’s proposed construction activities would include demolition of all existing buildings on site, plus any asphalt or concrete hardscape, which is calculated to be approximately 1,457.2 tons of material. The entire 1.04 acre site will be prepped and graded, and approximately 2,847 cubic yard of soil may be removed from the site. The building will be an approximately 100,000 gross square-foot, three-story senior living facility with 60 units for a maximum of 105 residents, with an approximately 25,500 square-foot parking garage on the ground floor, and offices, classrooms, community rooms, a chapel, and two retail suites located on the ground floor. Project construction is anticipated to be completed and the building ready to be occupied in 2023.

During construction, emissions of air pollutants would be generated primarily from the use of heavy equipment on-site for construction of the new land uses, including exhaust from internal combustion

⁴ PM-10 and PM 2.5 refer to particulate matter of less than 10 microns and less than 2.5 microns, respectively.

⁵ SCAQMD, White Paper on Potential Control Strategies to Address Cumulative Impacts From Air Pollution Appendix D, August 2003.

engines and dust from earth moving activities. Dust emissions generated during construction are called "fugitive emissions," because such emissions are not amenable to collection and discharge through a controlled source. SCAQMD Rule 403 provides regulatory dust control measures that would apply to the grading related to the project, because of the non-attainment status of the Air Basin for PM-10. The following dust control measures would be implemented during construction as needed to comply with Rule 403 regulations:

- Apply soil stabilizers or moisten inactive areas.
- Prepare a high wind dust control plan.
- Stabilize previously disturbed areas if subsequent construction is delayed.
- Water exposed surfaces as needed to avoid visible dust leaving the construction area (typically three times/day).
- Minimize in-out traffic from construction zone.
- Sweep streets daily if visible soil material is carried out from the construction area.

The project's maximum daily construction emissions as calculated by CalEEMod are shown in **Table III-2, Construction Activity Maximum Daily Emissions**.

Table III-2
Construction Activity Maximum Daily Emissions

	Maximum Construction Emissions (lbs/day)					
	ROG	NOx	CO	SO ₂	PM ₁₀	PM _{2.5}
2022	2.0	32.6	14.8	0.08	5.7	2.8
2023	57.0	9.3	13.1	0.02	1.0	0.6
Maximum ^(a)	57.0	32.6	14.8	0.08	5.7	2.8
SCAQMD Thresholds	75	100	550	150	150	55
Exceeds Threshold?	No	No	No	No	No	No
Source: CalEEMod 2020.4.0. Output sheets provided in Appendix A. Maximum emissions reported for summer or winter season, whichever is greater. ^(a) Construction emissions reflect required compliance with SCAQMD Rule 403 for applying water during grading to reduce dust.						

As shown in Table III-2, peak daily construction activity emissions of criteria air pollutants are estimated to be below the SCAQMD thresholds of significance. Therefore, the project's potential to result in a cumulatively considerable net increase of any criteria pollutant during construction would be less than significant.

Although the project's fugitive dust emissions would be below SCAQMD thresholds during construction prior to implementation of SCAQMD Rule 403 - Fugitive Dust (see CalEEMod Output sheets in Appendix A), the project would be required to implement appropriate dust control measures during construction in compliance the Rule, which requires that all unpaved demolition and construction areas be wetted at least twice daily during excavation and construction, and that temporary dust covers would be used to reduce dust emissions.

Operational Emissions

Primary inputs used by CalEEMod for emissions modeling are the amount of debris to be demolished to make way for construction, the total grading area of the project, proposed uses, and the size of structures or paved areas to be built for those uses. The uses are based upon classifications found in the Institute of Transportation Engineers (ITE) Trip Generation Manual. CalEEMod uses ITE trip generation data to

calculate mobile emissions for the various uses, and uses its own proprietary models to calculate the emissions and energy consumption for the construction and operation of those uses.

CalEEMod does not have a suite of uses that precisely fit the proposed project, so the building has been broken into three components to create a conservative model. The proposed senior living facility has been identified in the model run as 65 units of Assisted Care use occupying 1.04 acres, in a 68,820 square-foot building, which would include all of the senior living facility plus the parking.⁶ The retail suites are input as a Convenience Market (24 hour) use. This use was chosen because it is a relatively high energy use and generated trips should produce a high (conservative) estimate that would cover any potential future uses that might reasonably be expected to occupy the suites. The rest of the ground-floor publicly-accessible uses have been identified in the model run as General Office Building. The classrooms, community room, and chapel will likely not be occupied or used on a daily basis, but may experience more intense use on weekends (the chapel), or seasonally (the community room), so it would be difficult to predict the intensity of use of all of them combined. General Office Building is a use that is in operation every weekday but is mainly used by the people that work in that location (i.e., there is no customer traffic). This consistent and constant use was chosen to produce a conservative estimate of air emissions from the use of the chapel, classrooms, and community room would look like averaged out over time.

The project would generate emissions of criteria pollutants during the operations period, which would primarily be associated with mobile (vehicle) sources. The project's maximum daily emissions of criteria pollutants during operations, using the conservative assumptions noted above, are shown in **Table III-3, Daily Operational Emissions**.

Table III-3
Daily Operational Emissions

Source	Operational Emissions (lbs/day)					
	ROG	NO _x	CO	SO ₂	PM ₁₀	PM _{2.5}
Area	1.97	0.06	5.37	>0.01	0.03	0.03
Energy	0.03	0.25	0.12	>0.01	0.02	0.02
Mobile	8.48	6.58	57.36	0.09	9.42	2.56
Total	10.48	6.89	62.84	0.09	9.47	2.61
AQMD Threshold	55	55	550	150	150	55
Exceeds Threshold?	No	No	No	No	No	No
Source: CalEEMod 2020.4.0. Output sheets provided in Appendix A. Totals may not add due to rounding. Maximum emissions reported for summer or winter season, whichever is greater. Totals may appear not to sum due to rounding.						

As shown in Table III-3, the project's operational emissions would be far below the SCAQMD maximum daily emission thresholds for criteria pollutants. Therefore, the project's potential to result in a cumulatively considerable net increase of any criteria pollutant during operations would be less than significant.

Mitigation Measures: No mitigation measures are required.

c. Less Than Significant Impact. A significant impact may occur if a project would generate emissions that would expose sensitive receptors to substantial pollutant concentrations. Sensitive receptors are populations that are generally more susceptible to the effects of air pollution than the population at large. Land uses considered to be sensitive receptors include residences, long-term care facilities, schools,

⁶ The model was based on a previous iteration of the project which had 65 units but was otherwise the same as the proposed. Consequently, operational emission and GHG projections are conservative.

playgrounds, parks, hospitals, and outdoor athletic facilities. The closest sensitive receptors that could potentially be subject to localized air quality impacts associated with construction of the project would be residences that are located west of the project site.

Local Significance Thresholds Impacts

The SCAQMD developed analysis parameters to evaluate ambient air quality on a local level in addition to the more regional emissions-based thresholds of significance. These analysis elements are called Localized Significance Thresholds (LSTs). LSTs are only applicable to the following criteria pollutants: NO_x, CO, PM-10, and PM-2.5. LSTs represent the maximum emissions from a project that are not expected to cause or contribute to an exceedance of the most stringent applicable federal or state ambient air quality standard, and they are developed based on the ambient concentrations of that pollutant for each source receptor area and distance to the nearest sensitive receptor.

Pursuant to SCAQMD LST Methodology for projects with boundaries located closer than 25 meters to the nearest receptor, LST screening levels for a 25-meter source-receptor distance were utilized for the project.⁷ LST pollutant screening level concentration data is currently published for one, two and five-acre sites. For the project, thresholds for a one-acre site were used. This evaluation is based on the estimated on-site daily construction emissions for the phase and year representing the highest daily emissions. Daily averages would be lower than the reported maximum amounts.

Table III-4, LST - Maximum On-site Construction Emissions, shows the relevant thresholds and the estimated peak daily on-site emissions during the construction phases that would generate the highest level of on-site emissions for each pollutant evaluated for LST impacts. The emissions shown in Table III-4 include the application of water to exposed soils twice daily for dust suppression as required for compliance with SCAQMD Rule 403, Fugitive Dust.

Table III-4
LST - Maximum On-site Construction Emissions

LST 1 acre/25 meters South Coastal L.A. County (SRA No. 4)	Project LST Emissions (pounds/day)			
	NO _x	CO	PM ₁₀	PM _{2.5}
Maximum On-Site Emissions ^(a)	16.98	13.96	3.96	2.23
LST Threshold	57	585	4	3
Exceeds Threshold?	No	No	No	No
Source: CalEEMod 2020.4.0. Output sheets provided in Appendix A. Totals may not add due to rounding. Maximum emissions reported for any construction phase in summer or winter season, whichever is greater. ^(a) Construction emissions reflect required compliance with SCAQMD Rule 403 for applying water during grading to reduce dust.				

As seen in Table III-4, the peak on-site emissions during construction would not exceed the applicable SCAQMD LSTs, and as such, the project's potential to generate emissions that would expose sensitive receptors to substantial pollutant concentrations would be less than significant.

Mitigation Measures: No mitigation measures are required.

d. Less Than Significant Impact. A significant impact may occur if a project would result in other emissions (such as those leading to odors) adversely affecting a substantial number of people. In the urban environment, substantial odors are typically associated with industrial projects involving the use of

⁷ South Coast Air Quality Management District, Final Localized Significance Threshold Methodology, Revised July 2008, Accessed at: <http://www.aqmd.gov/docs/default-source/ceqa/handbook/localized-significance-thresholds/final-lst-methodology-document.pdf?sfvrsn=2> on September 20, 2021.

chemicals, solvents, petroleum products, and other strong-smelling materials used in manufacturing processes, as well as some sewage treatment facilities and landfills. As the proposed use will not be industrial in nature and will not involve activities that require strong-smelling materials, no significant odors would be produced during operations.

During the construction phase, activities associated with the application of architectural coatings and other interior and exterior finishes, paving, or other construction activities may produce discernible odors typical of most construction sites. Such odors would be temporary, and of limited duration during construction. Additionally, SCAQMD Rule 1403 (Asbestos Emissions from Demolition/Renovation Activities) requires a survey for asbestos prior to demolition of the structures to ensure asbestos is not released into the air during construction. As such, the project's potential to emit objectionable odors affecting a substantial number of people would be less than significant.

Mitigation Measures: No mitigation measures are required.

	Potentially Significant Impact	Potentially Significant Unless Mitigation Incorporated	Less than Significant Impact	No Impact
IV. BIOLOGICAL RESOURCES.				
Would the project:				
a. Have a substantial adverse effect, either directly or through habitat modification, on any species identified as a candidate, sensitive, or special status species in local or regional plans, policies, or regulations by the California Department of Fish and Wildlife or U.S. Fish and Wildlife Service?	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
b. Have a substantial adverse effect on any riparian habitat or other sensitive natural community identified in the City or regional plans, policies, regulations by the California Department of Fish and Wildlife or U.S. Fish and Wildlife Service?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
c. Have a substantial adverse effect on state or federally protected wetlands (including, but not limited to, marsh vernal pool, coastal, etc.) Through direct removal, filling, hydrological interruption, or other means?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
d. Interfere substantially with the movement of any native resident or migratory fish or wildlife species or with established native resident or migratory wildlife corridors, or impede the use of native wildlife nursery sites?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
e. Conflict with any local policies or ordinances protecting biological resources, such as a tree preservation policy or ordinance?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
f. Conflict with the provisions of an adopted Habitat Conservation Plan, Natural Community Conservation Plan, or other approved local, regional or state habitat conservation plan?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>

Impact Analysis

a. Potentially Significant Unless Mitigation Incorporated. A significant impact could occur if a project would result in a substantial adverse effect on any species identified as a candidate, sensitive or special-status species in local or regional plans.

The City and the areas surrounding it have been fully developed (effectively every parcel built upon or in use) for several decades. There are no substantial natural areas within five miles of the project site, and no large parks within a mile radius. The L.A. River borders the 710 Freeway 1.5 miles to the west, but is a concrete lined channel for four miles or more in each direction. The project site is nearly completely covered by structures or concrete, with only a landscaping strip adjacent to Paramount Blvd containing vegetation. The landscaping in the church complex was most recently maintained and consists of mulched planting beds, groundcover plants, and small shrubs and perennials, with one strip of turf and one shrub close to the

parking lot. Landscaping in front of the bar and auto repair garage is weedy with some small shrubbery. The landscaping plants used are exotic species that until recently were regularly maintained by mowing, clipping, etc., and there is no suitable habitat on the site for wildlife. A search of the California Department of Fish and Wildlife California Natural Biodiversity Database for the South Gate quadrangle reveals historic occurrences of special-status species within the quadrangle, but there have been no recordings of any species since 1956. A mature Ficus street tree adjacent to the church will be removed as part of the project and ten new street trees planted. Because there are no heavily vegetated areas near the project site, and the surrounding area is fully developed and exclusively urban in character, is highly unlikely any native or migratory bird species would choose the Ficus tree for nesting. However, migratory or other common nesting birds that are not special-status species are protected by the California Fish and Game Code (CFGF) and Migratory Bird Treaty Act (MBTA). Therefore, out of an abundance of caution to ensure no nesting birds protected under the CFGF or MBTA are harmed, Mitigation Measure BIO-1 will be implemented. This will ensure compliance with the CFGF Section 3503 and the MBTA with respect to nesting birds by reducing the impact through pre-construction nesting bird surveys and avoidance of active nests.

Given the urban context of the site which provides no suitable habitat for special status species, plus the incorporation of mitigation for nesting birds, impacts to special-status species or nesting birds would be less than significant.

Mitigation Measures:

MM BIO-1: Nesting Birds

- Removal of the mature street tree, or demolition of the subject property, should take place outside of the nesting bird season, which generally runs from March 1- August 31 (as early as February 1 for raptors) to avoid take (including disturbances which would cause abandonment of active nests containing eggs and/or young). Take means to hunt, pursue, catch, capture, or kill, or attempt to hunt, pursue, catch, capture or kill (Fish and Game Code Section 86).
- If project activities cannot feasibly avoid the nesting bird season, beginning thirty days prior to the disturbance of the street tree, the applicant shall:
 1. Arrange for weekly bird surveys to detect any protected native birds in the tree to be removed. The surveys shall be conducted by a qualified biologist with experience in conducting nesting bird surveys. The surveys shall continue on a weekly basis with the last survey being conducted no more than three days prior to the initiation of clearance/construction work.
 2. If a nesting bird is found, the applicant shall delay all clearance/construction disturbance activities within 300 feet of suitable nesting habitat for the observed protected bird species (within 500 feet for suitable raptor nesting habitat) until August 31.
 3. Alternatively, the Qualified Biologist could continue the surveys in order to locate any nests. If an active nest is located, clearing and construction within 300 feet of the nest (within 500 feet for raptor nests), or as determined by the Qualified Biological Monitor, shall be postponed until the nest is vacated and juveniles have fledged and when there is no evidence of a second attempt at nesting. Construction personnel shall be instructed on the sensitivity of the area.
 4. The Qualified Biologist shall record the results of the recommended protective measures described above to document compliance with applicable state and federal laws pertaining to the protection of nesting birds. Such record shall be submitted and received into the case file for the associated discretionary action permitting the project

b. No Impact. A significant impact could occur if a project would have a substantial adverse effect on any riparian habitat or other sensitive natural community identified in the City or regional plans, policies, regulations by the California Department of Fish and Wildlife or the United States Fish and Wildlife Service.

The project site is in an urban area that has been fully developed for decades. There are no natural habitat communities on or near the site. Therefore, the project would have no impact on sensitive natural communities.

Mitigation Measures: No mitigation measures are required.

c. No Impact. A significant impact could occur if a project has a substantial adverse effect on federally protected wetlands or waters of the United States.

The project site is in an urban area that has been fully developed for decades and there are no wetlands or waters of the United States on or near the project site. The Los Angeles River is a protected watershed, but is 1.5 miles from the project site and is a concrete lined channel for the entire span adjacent to the City and the project will not have any substantial adverse effect upon it. As such there would be no impacts.

Mitigation Measures: No mitigation measures are required.

d. No Impact. A significant impact could occur if a project would substantially interfere with the movement of any native resident or migratory fish or wildlife species with established native resident or migratory wildlife corridors or impede the use of native wildlife nursery sites.

A wildlife corridor contains physical connections that allow wildlife to move between areas of suitable habitat in both undisturbed landscapes and landscapes fragmented by urban development. The site is not near nor connected to any wildlife habitat area and itself does not provide any habitat for wildlife. The site is also not part of a regional-scale habitat linkage or a wildlife movement corridor.⁸ Therefore, there would be no impacts.

Mitigation Measures: No mitigation measures are required.

e. No Impact. A significant adverse effect could occur if a project were to cause an impact that is inconsistent with local regulations pertaining to biological resources, such as a protected tree ordinance.

The City does not have a protected tree ordinance, or any other similar regulations pertaining to biological resources. There are no trees on the property, and vegetation that is present is typical for urban landscaping. Therefore, the project would not conflict with local policies or ordinances protecting biological resources, no impacts would occur, and no mitigation measures are required.

Mitigation Measures: No mitigation measures are required.

f. No Impact. A significant impact could occur if a project would be inconsistent with mapping or policies in any conservation plans of the types cited.

⁸ County of Los Angeles, Department of Regional Planning, General Plan 2035, Figure 9.2, Regional Habitat Linkages, Adopted October 6, 2015.

The project site is not part of any draft or adopted Habitat Conservation Plan, Natural Community Conservation Plan, or other approved local, regional or state habitat conservation plan. Thus, there would be no impact.

Mitigation Measures: No mitigation measures are required.

	Potentially Significant Impact	Potentially Significant Unless Mitigation Incorporated	Less than Significant Impact	No Impact
V. CULTURAL RESOURCES.				
Would the project:				
a. Cause a substantial adverse change in significance of a historical resource pursuant in CEQA Section 15064.5?	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
b. Cause a substantial adverse change in significance of an archaeological resource pursuant to CEQA Section 15064.5?	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
c. Disturb any human remains, including those interred outside of dedicated cemeteries?	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>

Impact Analysis

On June 22, 2022, Envicom Corporation completed a Phase I Cultural Resource Assessment of the Project Site to identify any known cultural resources previously recorded within or immediately adjacent to the proposed project site. The study included a cultural resource record search conducted by the South Central Coastal Information Center (SCCIC), a request for the Native American Heritage Commission (NAHC) to conduct a record search for Native American cultural resources, and a request for the Natural History Museum of Los Angeles County to conduct a record search for paleontological resources, as well as a pedestrian survey of the site. These record searches examined the project site plus a 0.25-mile area (“study area”) around the project Site, to assess the overall cultural resource sensitivity of the project region. Additional databases that were examined during the Phase I Cultural Resource Assessment included historic regional maps, historic United States Geological Survey maps, and historic Google Earth images. The Phase I Cultural Resource Assessment is provided in **Appendix B**. The record search findings obtained at the SCCIC were negative for cultural resources within the project property and found one non-archaeological cultural resource within the 0.25-mile surrounding study area. The cultural resource listed (P-19-186997) was originally the “Paramount Hay Tree” located at 16475 Paramount Blvd, which is roughly a block north of the north of the project site. The tree is nonextant and commemorated with a plaque at the site. It will not be affected by the project. The church, auto repair building, and bar are all over 50 years old and therefore must be evaluated as potential historic resources. The auto repair building and bar were previously evaluated in the 2020 IS/MND and it was determined there would be no impacts to historical resources. The Phase I assessment evaluated the church and determined the church would not constitute a significant historic resource.

a. Less Than Significant Impact. A project could have a significant impact if it would cause a substantial adverse change in the significance of a historical resource as defined in CEQA Section 15064.5.

Section 15064.5 of the Guidelines for Implementation of CEQA, “Determining the Significance of Impacts to Archaeological and Historical Resources,” details the circumstances in which the significance of an historical resource is materially impaired. This primarily entails material alterations to the physical characteristics of an historical resource that convey its historical significance and thereby justifies its eligibility for designation, or accounts for its designation as historic. Section 15064.5 also defines what constitutes a historic resource for the purposes of CEQA review. This includes properties already listed at the local, State, or Federal level, any properties that meet the criteria of the California Register of Historical Resources, which are adapted from the National Register of Historic Places criteria, or any property otherwise determined by the lead agency to be eligible for listing as a designated historic resource.

As mentioned above the auto repair building and bar were evaluated in the 2020 ISMND and the lead agency determined demolition of the structures would not impact historical resources. The church is over 50 years old as well and therefore requires evaluation as a potential historic resource. The City currently has no historic preservation ordinance and thus there is no local criteria to evaluate. The criteria of the California Register of Historical Resources is as follows:

1. Is associated with events that have made a significant contribution to the broad patterns of California's history and cultural heritage;
2. Is associated with the lives of persons important in our past;
3. Embodies the distinctive characteristics of a type, period, region, or method of construction, or represents the work of an important creative individual, or possesses high artistic values; or
4. Has yielded, or may be likely to yield, information important in prehistory or history.

The Phase I evaluation of the church determined that the property does not meet any of these criteria. The church is constructed in the mid-century modern style, but is of an average design and not a noteworthy representative of the style. There is no evidence the church is associated with significant events or important persons, the architect is not considered an important creative individual, and preservation of the church structure would not yield important information. As none of the existing structures have been found eligible for designation, demolition would not cause a substantial adverse change in the significance of a historical resource, and impacts would be less than significant.

Mitigation Measures: No mitigation measures are required.

b. Potentially Significant Unless Mitigation Incorporated. A significant impact could occur if a known or unknown archaeological resource would be removed, altered, or destroyed as a result of the proposed development.

The Phase I Cultural Resource Assessment of the project site included a search of SCCIC records to provide an inventory of all previously recorded archaeological and historic archaeological resources, as well as previously conducted archaeological investigations or studies, within the project site plus a 0.25-mile radius. The record search findings obtained at the SCCIC were negative for cultural resources within the site or the buffer, save for the former Hay Tree discussed previously. The assessment also requested NAHC review of the Sacred Lands File to determine if any recorded Tribal Cultural Places or other sites of cultural importance were located within the project site or study area, which returned a negative result. The property is located in an area that experienced development in the late 1800s and early 1900s, including properties east of the site appearing as early as 1896. According to the Phase I, the late 1800s, early 1900s development is considered a time period of importance for Southern California archaeology as it pre-dates the post-World War II expansion of development in the state.

As the site and its nearby surroundings experienced successive development beginning in the late 1800s, there is the potential for older historical cultural resources (archeological resources) being located within the project development site. As such, there is the potential for impacts to archaeological resources. To reduce these impacts to a less than significant level, **Mitigation Measure CR-1** will be employed. The measure requires that if previously unknown archaeological resources are found during excavation, the project would follow procedures detailed in California Public Resources Code Section (PRC) 21083.2, and ensure that any found deposits would be treated in accordance with federal, state, and local guidelines.

Mitigation Measures:

MM CR-1: Archaeological Monitoring

- An archaeological monitor that meets the Secretary of Interior qualifications will be on site during grading of the project site from surface to the end of subsurface excavation. The purpose of having an archaeologist on site is to assess if any significant cultural resources are encountered during grading or trenching. If such features or artifact concentrations are identified, then the project “discovery” protocol will be followed:
 1. The archaeological monitor will collect any diagnostic older historical material uncovered through grading that is within a disturbed context, and can halt construction within 30-feet of a potentially significant cultural resource if necessary. Artifacts collected from a disturbed context or that do not warrant additional assessment can be collected without the need to halt grading. Discovery situations that do not lead to further assessment, survey, evaluation, or data recovery can be described in the monitor’s daily logs. However, if foundations, privies, or other older historical features are encountered, the project “discovery” protocol should be followed. A final Monitoring Report will be produced for the project that discusses all monitoring activities and all artifacts recovered and features identified through monitoring of the project site. Discovery situations that do not lead to further assessment, survey, evaluation, or data recovery can be described in the final Monitoring Report.
 2. All artifacts recovered that are important, with diagnostic or location information that may be of importance to California history, will be cleaned, analyzed, and described within the Monitoring Report. All materials determined important will be curated at an appropriate depository or returned to the landowner for public display. If important materials are found during monitoring, a Curation Plan may be needed that is reviewed by the Lead Agency prior to the publication of the Monitoring Report. The costs of the Monitoring Report, the Curation Plan, and the processing, analysis, and curation of all artifacts will be the responsibility of the applicant, within the cost parameters outlined under CEQA.

c. Less Than Significant Impact. A project-related significant adverse effect could occur if grading or excavation activities associated with a project would disturb previously interred human remains. No known human burials have been identified on the project site or its vicinity, and as explained above, excavation of the site is unlikely to involve significant amounts of native soil. If human remains are encountered unexpectedly during demolition, grading, and/or construction activities, State Health and Safety Code Section 7050.5 addresses such a scenario.

This code section states that in the event human remains are uncovered, no further disturbance shall occur until the County Coroner has made a determination as to the origin and disposition of the remains pursuant to California Public Resources Code Section 5097.98. The Coroner must be notified of the find immediately, together with the City and the property owner.

If the human remains are determined to be prehistoric, the Coroner will notify the NAHC, which will determine and notify a Most Likely Descendant (MLD). The MLD shall complete the inspection of the site within 48 hours of notification and may recommend scientific removal and nondestructive analysis of human remains and items associated with Native American burials and an appropriate re-interment site. The Lead/Permitting Agency and a qualified archaeologist shall also establish additional appropriate mitigation measures for further site construction.

Adherence to these requirements will ensure potential impacts related to the disturbance of unknown human remains would be less than significant.

Mitigation Measures: No mitigation measures are required.

	Potentially Significant Impact	Potentially Significant Unless Mitigation Incorporated	Less than Significant Impact	No Impact
VI. ENERGY.				
Would the project:				
a. Result in potentially significant environmental impact due to wasteful, inefficient, or unnecessary consumption of energy resources, during project construction or operation?	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
b. Conflict with or obstruct a state or local plan for renewable energy or energy efficiency?	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>

Impact Analysis

The following analysis is based on the Air Quality and GHG Impact Analysis and emissions estimates calculated using CalEEMod, prepared by Envicom Corporation, dated June 2022, (Appendix A), and the calculations included in the Construction Fuel Consumption Worksheet, provided in **Appendix C**.

a. Less than Significant Impact. A significant impact could occur if a project would result in wasteful, inefficient, or unnecessary consumption of energy resources during project construction or operation.

Construction

During construction, the project would use heavy-duty equipment associated with demolition, site preparation, grading, paving, architectural coating and building. Construction equipment used on the site would include graders, dozers, air compressors, cement and mortar mixers, forklifts, generators, welders, rollers, pavers, and tractors equipped with front end loaders and backhoes. Construction also involves trucks for material and supplies delivery, as well as powered hand tools, including concrete saws. The majority of the equipment would likely be diesel-fueled. However, smaller equipment such as welders and pumps may be electric-, gasoline-, or natural gas-fueled.

The CCR requires drivers of diesel-fueled commercial motor vehicles with gross vehicle weight ratings greater than 10,000 pounds not to idle the vehicle's primary diesel engine longer than five minutes at any location.⁹ Compliance with this regulation would also result in efficient use of construction-related energy and prevent unnecessary consumption of energy from diesel fuel.

According to carbon dioxide (CO₂) emission factors for transportation fuels published by the U.S. Energy Information Administration,¹⁰ burning one gallon of diesel fuel generates approximately 22.4 pounds of CO₂ and burning one gallon of petroleum-based gasoline produces approximately 19.6 pounds of CO₂. Based on these emissions factors and the project's total construction-related CO₂ emissions, project consumption of diesel and petroleum-based gasoline during construction was calculated and is shown in **Table VI-1, Total Fuel Consumption During Project Construction**. The calculations are shown in a Construction Fuel Consumption Worksheet provided in Appendix C.

⁹ California Code of Regulations, Section 2485, Airborne Toxic Control Measure to Limit Diesel-Fueled Commercial Motor Vehicle Idling.

¹⁰ U.S. Energy Information Administration, Environment Carbon Dioxide Emissions Coefficients, February 2, 2016.

Table VI-1
Total Fuel Consumption During Project Construction

Energy Type	Total MT CO ₂	Total CO ₂ pounds ^a	CO ₂ emission factors	Total Gallons Consumed
Total Diesel	200.8	442,594	22.4	19,759
Total Gasoline	45.0	99,171	19.6	5,060

Source: CalEEMod 2020.4.0, Construction Fuel Consumption Worksheet, Appendix C.
^a 1 MT = 2,204.62 lbs. (approx.)

As shown in Table VI-1, based on the U.S. Energy Information Administration fuel consumption factors, and the project's estimated "total CO₂" emissions presented in the CalEEMod output sheets, it is estimated that the project's construction activities would consume a total of approximately 19,759 gallons of diesel fuel and approximately 5,060 gallons of gasoline. In 2019 an estimated 15.4 billion gallons of gasoline were sold in California (retail sales).¹¹ In 2015 approximately 4.2 billion gallons of diesel fuel (including off-road diesel) were sold.¹² As such, the use of construction equipment, transportation of materials, and workers necessary for project construction would not represent a substantial proportion of annual gasoline or diesel fuel use in California.

Adherence to CCR Section 2485 and CARB anti-idling regulations for off-road diesel-fueled fleets would reduce the potential for wasteful use of energy by construction equipment. Due to the temporary duration of construction and the necessity of fuel consumption inherent in construction projects, fuel consumption would not be excessive or substantial with respect to fuel supplies. The energy demands associated with fuel consumption during construction would be typical of projects of this size and would not necessitate additional energy facilities or distribution infrastructure or cause wasteful, inefficient or unnecessary consumption of energy. Therefore, the project's potential to result in environmental impacts due to wasteful, inefficient, or unnecessary consumption of energy resources during construction would be less than significant.

Operations – Electricity

The project would generate additional demand for electricity from the Southern California Edison (SCE). As estimated by CalEEMod, the project's total electricity demand would be approximately 437,042.5 kilowatt hours per year (kWh/year) or 437 megawatt hours per year (MWh/year). The SCE supplies more than more than 87 million MWh/year of electricity to customers.¹³ The project would represent approximately 0.0005 percent of the yearly electricity demand, which is negligible in relation to the entire electricity demand of the SCE service area. Therefore, the project would not result in substantial increase in electricity demand.

In addition, the project would be required to comply with the applicable portions of the California Energy Code and California Green Building Standards Code (CALGreen Code), which establish planning and design standards for sustainable development, energy efficiency, water conservation, and material conservation. By required compliance with applicable regulations and continued energy efficient programs implemented by SCE, the project's potential impacts regarding wasteful or inefficient use of electricity energy supplies would be less than significant.

¹¹ California Energy Commission, 2020 California Annual Retail Fuel Outlet Report Results (CEC-A15) Energy Assessments Division, 08-31-20.

¹² California Energy Commission, Diesel Fuel Data, Facts, and Statistics, Accessed May 9, 2022 at: <https://www.energy.ca.gov/data-reports/energy-almanac/transportation-energy/diesel-fuel-data-facts-and-statistics>.

¹³ Southern California Edison, About Us, Who We Are, Accessed on May 9, 2022 at: <https://www.sce.com/about-us/who-we-are>.

Operations - Natural Gas

The project would generate additional demand for natural gas from the Southern California Gas Company, though actual employment of natural gas appliances and facilities may be less than predicted by the CalEEMod model. Total project demand for natural gas would be approximately 969,765.8 thousand British thermal units per year (kBTU/year) as estimated by CalEEMod output data. According to the California Energy Commission, the County consumed 2,936.68 million therms or 2,936,687,098 kBTU/year of natural gas in 2020.¹⁴ The project would represent approximately 0.03 percent of the natural gas consumption in the County in 2020, a negligible amount relative to Countywide consumption.

In addition, the project is required to comply with applicable portions of the California Energy Code and CALGreen Code, which establish planning and design standards for sustainable development, energy efficiency, water conservation, and material conservation. By required compliance with applicable regulations, the project's potential to result in impacts regarding wasteful or inefficient use of natural gas energy supplies would be less than significant.

Mitigation Measures: No mitigation measures are required.

b. Less than Significant Impact. A significant impact could occur if a project would conflict with or obstruct a state or local plan for renewable energy or energy efficiency.

The City would review project site plans to verify compliance with the Building and Energy Efficiency Standards in the California Energy Code prior to issuing a building permit. As a regulatory requirement, prior to permitting, the project plans would be reviewed by the City's Building and Safety Division for consistency with applicable state and local standards for renewable energy and efficiency, including CALGreen Code Title 24 standards. These codes mandate the incorporation of energy and water efficiency features in building design as well as energy and water efficient fixtures, appliances, lighting, and heating and air conditioning. The project facilities will also be inspected by the City during construction and prior to occupancy to ensure appropriate standards are met. Through regulatory compliance with state and local energy efficiency code requirements, the project's potential to conflict with or obstruct a state or local plan for renewable energy or energy efficiency would be less than significant.

Mitigation Measures: No mitigation measures are required.

¹⁴ California Energy Commission, Gas Consumption by County, Los Angeles Total 2020.

	Potentially Significant Impact	Potentially Significant Unless Mitigation Incorporated	Less than Significant Impact	No Impact
VII. GEOLOGY AND SOILS.				
Would the project:				
a. Directly or indirectly cause potential substantial adverse effects, including the risk of loss, injury or death involving:				
i. Rupture of a known earthquake fault, as delineated on the most recent Alquist-Priolo Earthquake Fault Zoning Map issued by the State Geologist for the area or based on other substantial evidence of a known fault? Refer to Division of Mines and Geology Special Publication 42.	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
ii. Strong seismic ground shaking?	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
iii. Seismic-related ground failure, including liquefaction?	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
iv. Landslides?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
b. Result in substantial soil erosion or the loss of topsoil?	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
c. Be located on a geologic unit or soil that is unstable, or that would become unstable as a result of the project, and potentially result in on- or off-site landslide, lateral spreading, subsidence, liquefaction, or collapse?	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
d. Be located on expansive soil, as defined in Table 18-1-B of the Uniform Building Code (1994), creating substantial direct or indirect risks to life or property?	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
e. Have soils incapable of adequately supporting the use of septic tanks or alternative wastewater disposal systems where sewers are not available for the disposal of wastewater?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
f. Directly or indirectly destroy a unique paleontological resource or site or unique geological features?	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

Impact Analysis

The following section incorporates information for the project site provided by the Geotechnical Investigation, dated April 13, 2022, and prepared by Geotechnical Professionals, Inc., which is included as **Appendix D**, as well as the paleontological information contained in the project's Phase I Cultural Resource Assessment, prepared by Envicom Corporation, dated June 22, 2022, and included as Appendix B. The Geotechnical Investigation specifically studies the large northern parcel of the project site, however, the recommendations of the Investigation are appropriate for the other two parcels, and the

general conditions concerning earthquake hazards apply to the whole of the site. The two southern parcels were also separately assessed in 2020 and no potentially significant impacts were found.¹⁵

a. i. Less Than Significant Impact. A significant impact could occur if a project site is located within a state-designated Alquist-Priolo Zone or other designated fault zone.

According to the Geotechnical Investigation, the project site is not located within a state-designated Alquist-Priolo Earthquake Fault Zone, and no active or potentially active faults are known to exist within the site. Therefore, ground rupture due to faulting is considered unlikely. The nearest fault is the Puente Hills fault (Santa Fe Springs segment) approximately 2.1 miles northeast of the site. The proximity of this fault may result in ground shaking at the premises but would not result in rupture at the project site. Therefore, impacts related to potential fault rupture are less than significant.

Mitigation Measures: No mitigation measures are required.

a. ii. Less Than Significant Impact. A significant impact could occur if a project represents an increased risk to public safety or destruction of property by exposing people, property, or infrastructure to seismically induced ground shaking hazards.

The Geotechnical Investigation explains that the site will likely be subject to strong ground shaking in the future, which is a very common hazard in Southern California. The Investigation classifies the site as Seismic Design Category Class D, based on the 2019 California Building Code (CBC) and ASCE/SEI 7-16¹⁶ and thus the project will be subject to the applicable structural regulations in the CBC that address that classification. Seismic Design Categories range from A to F, and the requirements for foundation and structural design will change according to the class in order to compensate for less or more anticipated ground-shaking. The Investigation explains that the project site will require remediation or replacement of undocumented fill soils present on site but will be able to employ standard mat or spread foundations to achieve structural stability. Because it has been determined that conformance with current building codes and engineering practices- including the specific requirements for Class D properties that address ground-shaking hazards- will ensure structural stability, potential impacts from ground shaking are less than significant.

Mitigation Measures: No mitigation measures are required.

a. iii. Less Than Significant Impact. A significant impact could occur if a project would directly or indirectly cause potential substantial adverse effects, including the risk of loss, injury or death involving seismic-related ground failure, including liquefaction.

Liquefaction is a process by which sediments below the water table temporarily lose strength and behave as a viscous liquid rather than a solid. The types of sediments most susceptible are clay-free deposits of sand and silts, although liquefaction may occasionally occur in gravel deposits. Liquefaction can occur when seismic waves, primarily shear waves, pass through saturated granular layers and distort the granular structure, causing loosely packed groups of particles to collapse. These collapses increase the pore-water pressure between grains if drainage cannot occur. If the pore-water pressure rises to a level approaching the weight of the overlying soil, the granular layer temporarily behaves as a viscous liquid rather than a solid.

¹⁵ City of Paramount, Initial Study & Mitigated Negative Declaration Paramount Senior Living 16675 & 16683 Paramount Boulevard, dated December 8, 2020.

¹⁶ American Society of Civil Engineers, SEI 7-16 Minimum Design Loads and Associated Criteria for Buildings and Other Structures are standards using performance-based principles to determine dead, live, soil, flood, tsunami, snow, rain, atmospheric ice, earthquake, and wind loads, and their combinations for general structural design.

The site is located within a Seismic Hazard Zone for soil liquefaction. Because the project site is susceptible to liquefaction, a liquefaction analysis was performed for the project using 8 feet as a below ground surface (bgs) depth to groundwater, a magnitude 6.9 earthquake, and peak ground acceleration (PGA_M) of 0.76g. The results indicate that potential total seismic-induced settlement is estimated to be 2 to 3 inches. The Geotechnical Investigation provides recommendations for structural design to address this potential impact. Namely, undocumented fill on the site must be removed, or potentially remediated, and the upper portions of the native soils must be over-excavated and recompacted. The Investigation concludes that such soil preparation will allow the use of a mat foundation, and alternatively isolated and continuous spread foundations may be used with densification of the first 30 feet of soils. These recommendations are CBC standards reiterated by the Geotechnical Investigation. Therefore, with regulatory compliance to CBC requirements, substantial adverse effects related to liquefaction will be less than significant.

Mitigation Measures: No mitigation measures are required.

a. iv. No Impact. A significant impact could occur if a project would directly or indirectly cause potential substantial adverse effects, including the risk of loss, injury or death involving seismic-related ground failure, including landslides.

Landslides are a mass wasting phenomenon in mountainous and hillside areas that include a wide range of movements and occur when the stability of the slopes change to an unstable condition resulting from a number of factors including physical and/or chemical weathering of earth materials, unfavorable geologic structures relative to the slope geometry, erosion at the toe of a slope, and precipitation. The project site is a flat infill property with little topographical variation on the site and in the surrounding vicinity, which precludes the potential for landslides and/or other hazards associated with hillside properties. In addition, the site is not located within an earthquake-induced landslide hazard zone on the California Earthquake Hazards Zone Application.¹⁷ There are no known landslides near the site, nor is the site in the path of any known or potential landslides. Therefore, the project would have no impact related to landslides.

Mitigation Measures: No mitigation measures are required.

b. Less Than Significant Impact. A significant impact may occur if a project would result in substantial soil erosion or the loss of topsoil.

Although the project site is relatively flat, development of the project has the potential to result in the erosion of exposed soils during site preparation and construction activities. However, the City of Paramount is a party to the Los Angeles County Municipal Separate Storm Sewer System (MS4) permit requirements (Order No. R4-2012-0175), issued by the Los Angeles Regional Water Quality Control Board (RWQCB) in accordance with the County's National Pollutant Discharge Elimination System (NPDES) permit, CAS004001. These requirements regulate stormwater and non-stormwater discharges, and constitute the water quality standards and discharge requirements the project is subject to during construction and after.

Compliance with MS4 permit requirements includes demonstrating implementation of Best Management Practices (BMPs) sufficient to minimize erosion and discharge of soil during construction activities, per Chapter 8.20 of the Paramount Municipal Code. These requirements are a matter of regulatory compliance, and on a flat site such as the project site will be more than adequate to reduce potential on-site erosion to less than significant levels. Therefore, the potential for the project to substantially alter the existing drainage pattern of the area resulting in substantial on- or off-site erosion or siltation would be less than significant.

¹⁷ CA Department of Conservation, California Earthquake Hazards Zone Application, accessed April 18, 2022 at <https://maps.conservation.ca.gov/cgs/EQZApp/app/>

Mitigation Measures: No mitigation measures are required.

c. Less Than Significant Impact. A significant impact may occur if a project is located on a geologic unit or soil that is unstable, or that would become unstable as a result of a project, and potentially result in on- or off-site landslide, lateral spreading, subsidence, liquefaction, or collapse.

Lateral spreading is a term referring to landslides that form on gentle slopes and have a fluid-like flow movement. As discussed above, the project is located in a flat area, remote from steep slopes, and is not identified as an area susceptible to potential landslides. With replacement of fill and foundations designed to address the site's liquefaction potential, the site has been determined suitable for development, this includes the potential risk related to lateral spreads which should be less than significant with adherence to building standards. Risks related to liquefaction have already been discussed and are less than significant.

Subsidence occurs when a large portion of land is displaced vertically, usually due to the withdrawal of groundwater, oil, or natural gas. Soils that are particularly subject to subsidence include those with high silt or clay content. The site is not located within an area of known ground subsidence, and the Geotechnical Investigation has determined total potential ground settlement of 2 to 3 inches. No large-scale extraction of groundwater, gas, oil, or geothermal energy is occurring or planned at the site or in the general Site vicinity. As there is little or no potential for ground subsidence due to withdrawal of fluids or gases at the site, therefore subsidence impacts would be less than significant.

Mitigation Measures: No mitigation measures are required.

d. Less Than Significant Impact. A significant impact could occur if a project is built on expansive soils as defined in Table 18-1-B of the Uniform Building Code (1994), creating substantial direct or indirect risks to life or property.

Expansive soils contain significant amounts of clay particles that swell considerably when wetted and shrink when dried. Foundations constructed on these soils are subject to uplifting forces caused by the swelling. Based on the Geotechnical Investigation, expansion potential on the site is very low on a scale of very low to very high using the ASTM D-4829 test¹⁸. Results of such a test determine what kind of foundation requirements are necessary. The Investigation determines the requirements for replacement or remediation of fill for the chosen foundation system will suffice to reduce potential impacts associated with expansive soils to less than significant levels.

Mitigation Measures: No mitigation measures are required.

e. No Impact. A significant impact may occur if a project site's soils are incapable of adequately supporting the use of septic tanks or alternative wastewater disposal systems where sewers are not available for the disposal of wastewater.

The project site is located in a developed area of the City, which is served by an existing municipal wastewater collection, conveyance, and treatment system. No septic tanks or alternative disposal systems would be necessary, nor are they proposed. Therefore, no impact would occur.

Mitigation Measures: No mitigation measures are required.

¹⁸ ASTM International, FKA American Society for Testing and Materials.

f. Potentially Significant Unless Mitigation Incorporated. A significant impact could occur if a project would directly or indirectly destroy a unique paleontological resource or site or unique geological features.

Paleontological resources are the fossilized remains of organisms that have lived in the region in the geologic past and the accompanying geologic strata. As discussed in the project's Phase I Cultural Resource Assessment (Appendix B), the Natural History Museum of Los Angeles County considers the entire project area to be of concern for sensitive fossil resources and recommends paleontological monitoring on any project with excavation. However, the Phase I determines that because excavation is unlikely to be deeper than 10-feet in depth and would remain within undocumented fill or recent alluvium material, there is a low likelihood any fossil resources will be encountered and therefore no need for paleontological monitoring.

Because there is still a chance, however unlikely, fossils could be encountered during excavation, **Mitigation Measure GEO-1 (Paleontological Resources)** will be employed to ensure that if any such resources are encountered during construction of the project, they would be handled according to the proper regulations and any potential impacts would be reduced to less than significant.

Mitigation Measures:

Mitigation Measure GEO-1 (Paleontological Resources)

If any paleontological materials are encountered during the course of project development, all further development activities within 30-feet of the discovery shall halt until a qualified senior paleontologist can evaluate the nature and/or significance of the find(s). If the senior paleontologist determines that the discovery is potentially significant, then the Lead Agency will be contacted and informed of the discovery. Construction will not resume in the locality of the discovery until consultation between the senior paleontologist, the owner's project manager, or the Lead Agency takes place and reaches a conclusion approved by the Lead Agency. The Lead Agency may also require the site to be monitored during the rest of the project excavation.

	Potentially Significant Impact	Potentially Significant Unless Mitigation Incorporated	Potentially Significant Less than Significant Impact	No Impact
VIII. GREENHOUSE GAS EMISSIONS. Would the project:				
a. Generate greenhouse gas emissions, either directly or indirectly, that may have a significant impact on the environment?	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
b. Conflict with an applicable plan, policy or regulation adopted for the purpose of reducing the emissions of greenhouse gases?	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>

Impact Analysis

GHGs emitted by human activity are implicated in global climate change. These GHGs contribute to an increase in the temperature of the earth's atmosphere by preventing long wavelength heat radiation in some parts of the infrared spectrum from leaving the atmosphere. According to California's 2017 Climate Change Scoping Plan, in California, as in the rest of the world, climate change is contributing to an escalation of serious problems, including raging wildfires, coastal erosion, disruption of water supply, threats to agriculture, spread of insect-borne diseases, and continuing health threats from air pollution. For purposes of planning and regulation, Section 15364.5 of the CCR defines GHGs as including CO₂, CO, nitrous oxide, hydrofluorocarbons, perfluorocarbons, and sulfur hexafluoride. The primary GHG emitted in California is CO₂, which accounted for 84 percent of total GHG emissions in 2015. Because the warming potential of the identified GHGs differ, GHG emissions are typically expressed in terms of CO₂ equivalents (CO₂e), providing a common expression for the combined volume and warming potential of the GHGs generated by a particular emitter. The total GHG emissions from individual sources are generally reported in metric tons (MT) and are expressed as MT of CO₂ (MTCO₂e).

Fossil fuel combustion in the transportation sector (on-road motor vehicles, off-highway mobile sources, and aircraft) is the single largest source of GHG emissions, accounting for approximately half of GHG emissions globally. The transportation sector, primarily on-road travel, is the single largest source of CO₂ emissions in California. Additionally, about 50 percent of the industrial source emissions of CO₂ are from the refinery and oil and gas sectors. When the industrial source emissions from the oil and gas sectors are attributed to the transportation sector, the emissions associated with transportation amount to approximately half of statewide GHG emissions.

The Global Warming Solutions Act of 2006 (Assembly Bill, or AB, 32) required that CARB determine the statewide 1990 GHG emission level and approve a statewide GHG emissions limit, equal to the 1990 level, to be achieved by 2020. As reported in the 2017 Climate Change Scoping Plan, California was on track to exceed its 2020 GHG reduction target. Executive Order B-30-15 and SB 32 extended the goals of AB 32 and set a 2030 goal of reducing emissions by 40 percent from 2020 levels.

The project's estimated emissions of GHGs during construction and operations were calculated using CalEEMod, which is discussed in Section III, Air Quality. The CalEEMod output sheets are included in Appendix A.

a. Less Than Significant Impact. A project could have a significant impact if would generate GHGs, either directly or indirectly, that may have a significant impact on the environment.

In determining the significance of impacts from GHG emissions, Section 15064.4 of CEQA specifies that a lead agency has the discretion to determine whether to quantify project-related GHG emissions or to rely on a qualitative analysis or performance-based standards. Section 15064.4 also states that a lead agency should consider the extent to which a project complies with regulations or requirements adopted to implement a statewide, regional, or local plan for the reduction or mitigation of GHG emissions. The CEQA Guidelines also clarify that the effects of GHG emissions are cumulative and should be analyzed in the context of CEQA's requirements for cumulative impacts analysis.

The California Supreme Court's decision in the *Center for Biological Diversity v. California Department of Fish and Wildlife* (62 Cal.4th 204), also known as the Newhall Ranch Case, reviewed the methodology used to analyze GHG emissions in CEQA. The Supreme Court suggested that a lead agency might assess consistency with AB 32's goal in whole or in part by looking to compliance with regulatory programs designed to reduce GHG emissions from particular activities as one pathway to determining the significance of a project's GHG emissions. This approach is consistent with CEQA Guidelines Section 15064, which provides that a determination that an impact is not cumulatively considerable may rely on compliance with previously adopted plans or regulations for the reduction of GHG emissions. The Court also suggested other pathways to compliance, including relying on existing numerical thresholds of significance for GHG emissions (if supported by substantial evidence).

In October 2008, SCAQMD staff proposed the use of a numerical threshold of 3,000 Metric tons (MT) of CO₂e per year for evaluating GHG impacts of commercial/residential projects, based on meeting the AB 32 emission reduction target. However, SCAQMD has not formally adopted a GHG significance threshold for land use development projects.

Pursuant to the CEQA Guidelines Section 15064.4(a), this evaluation quantifies GHG emissions resulting from the project. However, in the absence of an adopted numerical threshold by the City, state, or SCAQMD, this analysis relies on a combination of the quantification of GHG emissions as estimated for the project using CalEEMod and an evaluation of the project's consistency with relevant local GHG reduction plans to evaluate the project's GHG impacts.

Construction Impacts

During construction, the project would temporarily generate GHG emissions from use of construction equipment, and various construction materials (paint, asphalt, etc.) would also result in the short-term generation of GHG emissions. The project's construction-related GHG emissions were modeled using CalEEMod as discussed in Section III. As shown in the CalEEMod output for the project, construction activities would generate a total of 260.38 MTCO₂e emissions. The SCAQMD's GHG emissions evaluation guidance is to amortize construction emissions over a 30-year lifetime, which results in a project amortized annual emissions of approximately 8.7 MTCO₂e emissions.

Operations Impacts

Operation of the proposed project would result in GHG emissions from mobile sources, on-site use of natural gas and landscaping equipment, and off-site sources, such as electricity generation, water distribution and treatment, disposal of solid waste, and treatment of wastewater. The operational generation of GHG emissions were calculated using CalEEMod, as recommended by the SCAQMD, and shown in **Table VIII-1, Annual Greenhouse Gas Emissions**. As noted in Section III, CalEEMod was run using conservative land use assumptions, so actual GHG emissions would likely be lower.

Table VIII-1
Annual Greenhouse Gas Emissions

Consumption Source	MTCO ₂ e/year
Area Sources	3.6
Energy Utilization	130.0
Mobile Source	1,245.4
Solid Waste Generation	40.6
Water Consumption	31.9
Annualized Construction	8.7
Total	1,460.2
Source: CalEEMod.2020.4.0 output provided in Appendix A. Totals may appear not to sum due to rounding.	

As shown in Table VIII-1, with the addition of the amortized construction GHG emissions discussed above, the model estimates that the project would result in annual emissions of approximately 1,460.2 MTCO₂e. Based on this analysis, the project's conservatively quantified construction and operational period GHG emissions would be less than the SCAQMD-suggested screening level of 3,000 MTCO₂e. In addition, this analysis will use a qualitative discussion of plan consistency to determine the potential significance of the project's contribution to global GHG emissions and resulting environmental effects.

The project's ability to comply with various state, regional, and local planning efforts to reduce GHGs are summarized below.

Applicable Plans and Regulations

2020 RTP/SCS

The SCAG 2020-2045 Regional Transportation Plan/Sustainable Communities Strategy (RTP/SCS), also referred to as Connect SoCal,¹⁹ demonstrates the region's ability to attain and exceed the State's GHG emission reduction targets. The RTP/SCS is a regional plan for integrating the transportation network and related strategies with an overall land use pattern to accommodate projected growth, housing needs, and transportation demands.

The RTP/SCS focuses the majority of new housing and job growth in HQTAs and other opportunity areas such as commercial corridors, resulting in more opportunity for transit-oriented development. The project would be consistent with GHG reduction strategies in the RTP/SCS, which aim to reduce Vehicle Miles Traveled (VMT) by changing the region's land use and travel patterns, such as providing compact growth in areas accessible to transit, providing jobs closer to transit and in HQTAs, and providing biking and walking infrastructure to improve active transportation options, and transit access. **Table VIII-2, Project Consistency with the SCAG RTP/SCS**, provides a comparison of the project against the actions and strategies of the RTP/SCS.

¹⁹ Southern California Association of Governments, 2020-2045 Regional Transportation Plan/Sustainable Communities Strategy, Adopted September 3, 2020.

Table VIII-2
Project Consistency with the SCAG RTP/SCS

Actions and Strategies	Consistency Analysis
<i>Focus Growth Near Destinations & Mobility Options</i>	
Emphasize land use patterns that facilitate multimodal access to work, educational and other destinations.	Consistent. The project would construct a senior living facility within an urbanized area and include commercial and community facilities. Urban infill mixed-use development is a land use pattern that maximized local connectivity by providing homes and jobs in areas where people already work and live. The project will introduce homes for senior citizens, jobs for employees of the facility, and community and commercial resources in an underutilized urban block.
Focus on a regional jobs/housing balance to reduce commute times and distances and expand job opportunities near transit and along center-focused main streets.	Consistent. Allowing the mixed-use development will create new jobs in an area close to single and multi-family residential areas.
Plan for growth near transit investments and support implementation of first/last mile strategies.	Consistent. Although the project is not within a high quality transit area, it is located on a center-focused main street near the Paramount CBD, increasing density which will encourage increased transit connections in the future.
Promote the redevelopment of underperforming retail developments and other outmoded nonresidential uses.	Consistent. The project would redevelop a portion of an existing golf course with residences.
Prioritize infill and redevelopment of underutilized land to accommodate new growth, increase amenities and connectivity in existing neighborhoods.	Consistent. The project would redevelop a poorly used church facility and two low-density, underutilized commercial parcels. The facility will provide community facilities and general commercial/retail suites in an area previously constrained by outdated land uses.
Encourage design and transportation options that reduce the reliance on and number of solo car trips (this could include mixed uses or locating and orienting close to existing destinations).	Consistent. The project would increase density on a center-focused main street and provide new facilities and employment opportunities for nearby residences.
Identify ways to “right size” parking requirements and promote alternative parking strategies (e.g. shared parking or smart parking).	Consistent. The proposed project significantly increases the intensity of use on the site with approximately four times the amount of floor space as the previous uses, without expanding the parking four-fold.
<i>Promote Diverse Housing Choices</i>	
Preserve and rehabilitate affordable housing and prevent displacement.	Not Applicable. The project site would not remove existing residences, including affordable housing, or displace residences.
Identify funding opportunities for new workforce and affordable housing development.	Compatible. This action does not directly apply to the project, as SCAG and the City are responsible for meeting this goal, however, the project will produce six income-restricted independent living units.
Create incentives and reduce regulatory barriers for building context sensitive accessory dwelling units to increase housing supply.	Not Applicable. This action does not directly apply to the project, as SCAG and the City are responsible for meeting this goal.

Actions and Strategies	Consistency Analysis
Provide support to local jurisdictions to streamline and lessen barriers to housing development that supports reduction of GHG emissions.	Not Applicable. This action does not directly apply to the project, as SCAG and the City are responsible for meeting this goal.
<i>Leverage Technology Innovations</i>	
Promote low emission technologies such as neighborhood electric vehicles, shared rides hailing, car sharing, bike sharing and scooters by providing supportive and safe infrastructure such as dedicated lanes, charging and parking/drop-off space.	Not Applicable. This action does not directly apply to the project, as SCAG and the City are responsible for meeting this goal.
Improve access to services through technology—such as telework and telemedicine as well as other incentives such as a “mobility wallet,” an app-based system for storing transit and other multi-modal payments.	Not Applicable. This action does not directly apply to the project, as SCAG, the City, and various transit authorities are responsible for meeting this goal.
Identify ways to incorporate “micro-power grids” in communities, for example solar energy, hydrogen fuel cell power storage and power generation.	Not Applicable. This action does not directly apply to the project, as SCAG and the City are responsible for meeting this goal.
<i>Support Implementation of Sustainability Policies</i>	
Pursue funding opportunities to support local sustainable development implementation projects that reduce GHG emissions.	Not Applicable. This action does not directly apply to the project, as SCAG and the City are responsible for meeting this goal.
Support statewide legislation that reduces barriers to new construction and that incentivizes development near transit corridors and stations.	Not Applicable. This action does not directly apply to the project, as SCAG and the City are responsible for meeting this goal.
Support local jurisdictions in the establishment of Enhanced Infrastructure Financing Districts, Community Revitalization and Investment Authorities, or other tax increment or value capture tools to finance sustainable infrastructure and development projects, including parks and open space.	Not Applicable. This action does not directly apply to the project, as SCAG is responsible for meeting this goal.
Work with local jurisdictions/communities to identify opportunities and assess barriers to implement sustainability strategies.	Not Applicable. This action does not directly apply to the project, as SCAG is responsible for meeting this goal.
Enhance partnerships with other planning organizations to promote resources and best practices in the SCAG region.	Not Applicable. This action does not directly apply to the project, as SCAG is responsible for meeting this goal.
Continue to support long range planning efforts by local jurisdictions.	Not Applicable. This action does not directly apply to the project, as SCAG is responsible for meeting this goal.
Provide educational opportunities to local decisions makers and staff on new tools, best practices and policies related to implementing the Sustainable Communities Strategy.	Not Applicable. This action does not directly apply to the project, as SCAG is responsible for meeting this goal.
<i>Promote a Green Region</i>	
Support development of local climate adaptation and hazard mitigation plans, as well as project implementation that improves community resiliency to climate change and natural hazards.	Not Applicable. This action does not directly apply to the project, as SCAG is responsible for meeting this goal.

Actions and Strategies	Consistency Analysis
Support local policies for renewable energy production, reduction of urban heat islands and carbon sequestration.	Not applicable. This action does not directly apply to the project, as SCAG is responsible for meeting this goal.
Integrate local food production into the regional landscape.	Not Applicable. This action does not directly apply to the project, as SCAG is responsible for meeting this goal.
Promote more resource efficient development focused on conservation, recycling and reclamation.	Not Applicable. This action does not directly apply to the project, as SCAG and the City are responsible for meeting this goal.
Preserve, enhance and restore regional wildlife connectivity.	Not Applicable. This action does not directly apply to the project, as SCAG is responsible for meeting this goal.
Reduce consumption of resource areas, including agricultural land.	Not Applicable. This action does not directly apply to the project, as SCAG is responsible for meeting this goal.
Identify ways to improve access to public park space.	Not Applicable. This action does not directly apply to the project, as SCAG and the City are responsible for meeting this goal.

Paramount Climate Action Plan

The City adopted a Climate Action Plan (CAP) in July of 2021 which: “outlines strategies, goals, and actions for reducing City of Paramount’s municipal and community-wide GHG emissions and for preparing the community for the anticipated impacts of climate change.”²⁰ The goals of the CAP are pursued through a list of measures which the project may be compared against for consistency. These measures are provided in **Table VIII-3, Project Consistency with CAP Measures.**

Table VIII-3
Project Consistency with CAP Measures

Measures	Consistency Analysis
<i>ENERGY EFFICIENCY AND CONSERVATION</i>	
E1: Improve Energy Efficiency of Existing Buildings E2: Promote Green Building E3: Improve Efficiency of Municipal Operations and Public Infrastructure	Consistent. As new construction the project will be required to meet Title 24 energy-efficiency standards and applicable Green Building standards.
<i>RENEWABLE ENERGY</i>	
R1: Increase Local Renewable Energy Generation R2: Promote Community Choice Energy (CCE) and Utility Renewable Energy R3: Promote Conversion from Natural Gas to Clean Energy	Compatible. The project will be reviewed by the City through the plan check process and will be subject to the City-imposed energy features, assuring compatibility with the goal of applicable measure R3.
<i>SUSTAINABLE TRANSPORTATION</i>	
TR1: Support the Transition to Electric and Zero-Emissions Vehicles	Consistent. The project will be required to comply with CALGreen codes which require a portion of parking spaces to be EV Capable, making it consistent with

²⁰ City of Paramount, Climate Action Plan, July 2021.

Measures	Consistency Analysis
TR2: Improve Pedestrian and Bicycle Infrastructure TR3: Expand Public Transit Options and “Last-Mile” Connectivity TR4: Expand Car Sharing, Bike Sharing, and Ride Sharing TR5: Improve Traffic Safety and Flow TR6: Support Transportation Demand Management	applicable measure TR1.
<i>LAND USE & COMMUNITY DESIGN</i>	
LU: Promote Smart Growth, TOD, and Complete Neighborhoods	Consistent. The project is an urban infill development which will increase residential density and provide neighborhood-sized community and commercial/retail facilities in an amenities-poor area.
<i>WATER AND WASTEWATER SYSTEMS</i>	
WA1: Promote Water Conservation WA2: Promote Water Recycling and Greywater Use	Consistent. As new construction the project will be required to meet State and County requirements for efficient appliances and water conservation.
<i>WASTE REDUCTION AND RECYCLING</i>	
WR1: Promote Solid Waste Diversion	Consistent. Although this measure is focused on City policy, as new construction the project will be required to meet State and County requirements to divert waste from landfills during both construction and operations stages.
<i>GREEN INFRASTRUCTURE, PARKS, URBAN FORESTRY, AND AGRICULTURE</i>	
GA1: Support Urban Tree-Planting, Park Access, and Green Infrastructure GA2: Support Local Agriculture and Food Production	Consistent. The project will be removing one existing street tree and replacing it with ten new trees, significantly expanding coverage on the block, consistent with applicable measure GA1.
<i>GREEN BUSINESS AND INDUSTRY</i>	
GB1: Engage with Partner and Local Industries and Businesses to Reduce Emissions GB2: Grow the Local Green Economy	Not Applicable. Although the project will create new jobs that do not rely upon polluting activities, these measures primarily concern the City’s efforts to address existing businesses and growth of new clean technology businesses.

Plan Consistency Conclusion

In summary, the project’s net increase in GHG emissions would be below the SCAQMD suggested draft screening threshold of 3,000 MTCO₂e, and as an infill development subject to current efficiency standards and code requirements, the project would not conflict with plans and regulations established for the purpose of reducing GHG, such as the RTP/SCS, CalGreen Building Code, or the CAP. Therefore, the project’s potential impacts regarding GHG emissions would be less than significant.

Mitigation Measures: No mitigation measures are required.

b. Less Than Significant Impact. A significant impact could occur if a project would conflict with an applicable plan, policy, or regulation adopted for the purpose of reducing the emissions of GHGs.

As described in the evaluation discussed in Section VIII.a., the project would be consistent with local and regional plans, policies, and regulations adopted for reducing GHG emissions. As such, the project's potential to result in impacts regarding conflicts with GHG reduction plans would be less than significant.

Mitigation Measures: No mitigation measures are required.

	Potentially Significant Impact	Potentially Significant Unless Mitigation Incorporated	Less than Significant Impact	No Impact
IX. HAZARDS AND HAZARDOUS MATERIALS. Would the project:				
a. Create a significant hazard to the public or the environment through the routine transport, use, or disposal of hazardous materials?	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
b. Create a significant hazard to the public or the environment through reasonably foreseeable upset and accident conditions involving the release of hazardous materials into the environment?	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
c. Emit hazardous emissions or handle hazardous or acutely hazardous materials, substances, or waste within one-quarter mile of an existing or proposed school?	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
d. Be located on a site that is included on a list of hazardous materials sites compiled pursuant to Government Code Section 65962.5 and, as a result, would it create a significant hazard to the public or the environment?	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
e. For a project located within an airport land use plan or, where such a plan has not been adopted, within two miles of a public airport or public use airport, would the project result in a safety hazard or excessive noise for people residing or working in the project area?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
f. Impair implementation of or physically interfere with an adopted emergency response plan or emergency evacuation plan?	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
g. Expose people or structures, either directly or indirectly, to a significant risk of loss, injury or death involving wildland fires?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>

The following analysis is based in part on the project Phase I Environmental Site Assessment Report (Phase I ESA) dated April 22, 2022 prepared by Citadel EHS and provided as **Appendix E**. This Phase I ESA specifically targeted the large northern parcel of the project site, however, the Phase I evaluated the adjacent auto repair garage as part of its due diligence, as well as a cursory review of the final parcel to the south and nearby sites listed within relevant regulatory databases, and as such it is valid for the entire project site. Additionally, the two southern parcels were evaluated in the 2020 MND concerning those properties.

Impact Analysis

a. Less Than Significant Impact. A significant impact could occur if a project would create a significant hazard to the public or environment through the routine transport, use, or disposal of hazardous materials.

During operations standard cleansers and the like used for housekeeping and maintenance purposes will be used by residents, tenants, and staff. Some of these products in very large quantities may be considered hazardous on a technical basis (for example, chlorine bleach), but their use and storage will be commensurate with the need, and dangerous quantities will not be necessary for operation of the facility. Landscaping planters similarly may need occasional fertilizing but there will be no need to use or store large quantities. Otherwise, will be no use of hazardous materials during project operations, and therefore operation of the project would not create a significant hazard to the public or the environment through the routine transport, use, or disposal of hazardous materials, and impacts would be less than significant.

During construction equipment will use diesel fuel, however, use and care of all diesel worksite equipment is regulated by provisions within Title 8 of the California Code of Regulations, known as the Cal/OSHA Title 8 regulations. Compliance with these regulations will ensure proper use of worksite fuels and chemicals, which will only be in use during the construction period. If a worksite accident involving release of hazardous materials should occur the project would be required to report it to the Los Angeles County Fire Department Health Hazardous Materials division, which would determine the proper response. As such, construction of the project would not create a significant hazard to the public or the environment through the routine transport, use, or disposal of hazardous materials, and impacts would be less than significant.

Mitigation Measures: No mitigation measures are required.

b. Potentially Significant Unless Mitigation Incorporated. A significant impact could occur if a project would create a significant hazard to the public or the environment through reasonably foreseeable upset and accident conditions involving the release of hazardous materials into the environment.

According to the Phase I ESA there are no known recognized environmental conditions (REC) or historic RECs (HREC) at the site, and no reported release incidents that would represent RECs in connection with the site, or a source of a release that would be likely to contribute to a vapor encroachment conditions on the site. However, the ESA found that the parcel with the auto repair garage had two Underground Storage Tanks (USTs) on site in the past. According to Los Angeles Department of Public Works records there was an 8,000 gallon UST and 3,000 gallon UST that both once held gasoline, with the 3,000 gallon UST converted to hold waste oil at one point. Both USTs were abandoned by 2012 and the 8,000 gallon UST removed with the 3,000 gallon UST filled with concrete and closed in place. Soil and groundwater tests were performed at the site and there was no indication of leakage, subsequently the Los Angeles RWQCB issued a letter on March 25, 2016 that no further action was required.²¹ The presence of the USTs therefore does not constitute an REC or HREC as there was no indication of contamination. In addition, the analysis of the property's history concluded there is not sufficient reason to suspect there is some unknown de minimis environmental condition present either. Therefore, the site is not expected to represent a significant environmental concern when excavated. Should excavation of the remaining UST be required during construction, consultation with the Los Angeles County Fire Department Health Hazardous Materials division would be required prior to removal, ensuring proper handling and disposal.

The Phase 1 ESA did conclude that because the church building was built prior to bans on the use of asbestos, lead-based paint, and polychlorinated biphenyls (PCBs) in building and finishing materials, the buildings should be tested for such materials. The auto repair building and bar are both older than the church complex and would be as likely to be constructed with such materials. SCAQMD Rule 1403 (Asbestos

²¹ Los Angeles County Department of Public Works, Online File Review, Site No. 024614, File No. 055601, Document No. 000830100, Underground Storage Tank Program- Case Referral Response Auto Guadalajara Alignment 16675 Paramount Boulevard, Paramount (Case Number R-55601), Dated March 25, 2016, available at: <https://dpw.lacounty.gov/epd/CleanLA/OpenFileReview.aspx>

Emissions from Demolition/Renovation Activities) requires a survey for asbestos prior to demolition of the structures. The Cal/OSHA Lead in Construction Standard (SB 460) requires employers to protect workers at job sites from lead exposure, which avoids environmental exposure, and as the building is presumed to contain lead-based paint²² provisions in Title 17 of the California Code of Regulations, Division 1, Chapter 8, Accreditation, Certification, and Work Practices for Lead-Based Paint and Lead Hazards apply, including Section 36050, Lead-Safe Work Practices which requires containment of lead during activities.

PCBs were commercially manufactured from 1929 until production was banned in 1979 by the Toxic Substances Control Act (TSCA). PCBs are toxic to humans and animals and do not readily break down once in the environment, so they can persist for long periods cycling through the food chain or traveling through water and soil. Prior to 1979, PCBs were used in hundreds of industrial and commercial applications and in buildings used in such things as fluorescent light ballasts, caulks and sealants, insulating materials, adhesives, rubber window seals and gaskets, ceiling tiles, and acoustic boards.

To mitigate any potential PCB hazards **Mitigation Measure HAZ-1 (PCBs)** shall be employed to ensure proper care is taken and any potential impacts are reduced to less than significant levels.

Mitigation Measures:

Mitigation Measure HAZ-1 – Polychlorinated Biphenyls (PCBs)

Prior to demolition, concurrent with regulatory-required surveys for asbestos, the applicant shall have each premises evaluated for the presence of PCBs by a qualified consultant. If material testing is necessary materials targeted should be those installed or manufactured prior to 1979, such as fluorescent light ballasts, caulks and sealants, insulating materials, adhesives and mastics, rubber window seals and gaskets, ceiling tiles, and acoustic boards. If PCBs are found in concentrations of 50 ppm or greater handling and disposal of the material will be subject to both federal and state laws. This may include reporting to U.S. Environmental Protection Agency (USEPA), and/or the California Department of Toxic Substances Control (DTSC). The disposal of PCBs waste is regulated under the TSCA. Building materials containing PCBs at or above 50 ppm that were manufactured with PCBs fall under the category of PCBs bulk product wastes. Building materials such as concrete, brick, metal contaminated with PCBs are PCBs remediation wastes (e.g., concrete contaminated with PCBs from caulk that contains PCBs). Disposal is also regulated under CCR Title 22, Section Division 4.5, Chapter 12, Standards Applicable to Hazardous Waste Generators. Compliance with federal and state PCB disposal requirements shall be demonstrated to the City prior to and during demolition activities.

c. Less Than Significant Impact. A significant impact may occur if a project would emit hazardous emissions or handle hazardous or acutely hazardous materials, substances, or waste within one-quarter mile of an existing or proposed school.

The site is 0.25 miles from McKinley Elementary School located at 6822 Paramount Blvd. However, the project is a senior living facility and will not handle hazardous or acutely hazardous materials, substances, or waste as part of its operations, and will not produce hazardous emissions. As discussed above in IX.b, the Phase I ESA determined there is no significant risk of hazardous materials being released through ground-disturbing activities. Also, compliance with federal, state, and local laws regarding disposal of potential hazardous materials in the building (asbestos, lead-based paint, PCBs) will ensure that those materials are contained on site and disposed of correctly throughout the demolition process, and potential

²² Buildings constructed prior to 1978 are presumed to contain lead-based paint unless demonstrated otherwise through regulated testing.

impacts regarding release of hazardous materials within 0.25 miles of a school would remain less than significant.

Mitigation Measures: No mitigation measures are required.

d. Less Than Significant Impact. A significant impact could occur if a project would be located on a site that is included on a list of hazardous materials sites compiled pursuant to Government Code Section 65962.5 and, as a result, would create a significant hazard to the public or the environment.

California Government Code Section 65962.5 requires various state agencies to compile lists of hazardous waste disposal facilities, unauthorized release from underground storage tanks, contaminated drinking water wells, and solid waste facilities from which there is known migration of hazardous waste and submit such information to the Secretary for Environmental Protection on at least an annual basis. A search of the California Environmental Protection Agency's (CalEPA's) Cortese List Data Resources databases in the Phase I ESA documents that the project site is not included on a list of hazardous materials sites compiled pursuant to Government Code Section 65962.5. Therefore, the project would not result in the creation or exacerbation of a significant hazard to the public or the environment as a result of previous uses being included in lists of hazardous materials sites compiled pursuant to Government Code Section 65962.5. Impacts would be less than significant.

Mitigation Measures: No mitigation measures are required.

e. No Impact. A significant impact could occur if a project would be located within an airport land use plan or, where such a plan has not been adopted, within two miles of a public airport or public use airport and would result in a safety hazard or excessive noise for people residing or working in the area.

The nearest airport to the project site is the Long Beach Airport approximately 3.8 miles to the south. The project is not located within an airport land use plan for the Long Beach Airport, and is not within two miles of another airport, therefore, no impact would occur.

Mitigation Measures: No mitigation measures are required.

f. Less than Significant Impact. A significant impact could occur if a project would interfere with an emergency response plan or emergency evacuation plan.

Development of the project site may require temporary partial lane closures due to construction activities, but such closures would only cause temporary inconvenience, as they would only occur during the construction phase, and for short durations. Any lane closures would require review and approval from the City to ensure access remains adequate for emergency services. No complete street closures would occur, and the project would not substantially interfere with emergency response or evacuation plans that require travel on Paramount Blvd. The proposed project would not cause permanent alterations to vehicular circulation routes or impede public access or travel upon Paramount Blvd. or the public alley behind the complex. Therefore, the potential to interfere with any adopted emergency response plan or emergency evacuation plan would be less than significant.

Mitigation Measures: No mitigation measures are required.

g. No Impact. A significant impact could occur if a project is located in proximity to wildland areas and would pose a potential fire hazard, which could affect persons or structures in the area in the event of a fire.

The project site is located in a highly urbanized area and is not located in, nor in proximity to, any undeveloped wildland area or Very High Fire Hazard Severity Zone (VHFHSZ).²³ Therefore, no impact related to wildland fire would occur.

Mitigation Measures: No mitigation measures are required.

²³ CalFire, FRAP, Fire Hazard Severity Zone Viewer, Accessed on January 20, 2022 at: <https://egis.fire.ca.gov/FHSZ/>.

	Potentially Significant Impact	Potentially Significant Unless Mitigation Incorporated	Less than Significant Impact	No Impact
X. HYDROLOGY AND WATER QUALITY.				
Would the project:				
a. Violate any water quality standards or waste discharge requirements or otherwise substantially degrade surface or ground water quality?	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
b. Substantially decrease groundwater supplies or interfere with groundwater recharge such that the project may impede sustainable groundwater management of the basin?	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
c. Substantially alter the existing drainage pattern of the site or area, including through the alteration of the course of a stream or river or through the addition of impervious surfaces, in a manner which would:				
i. Result in substantial on- or offsite erosion or siltation;	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
ii. Substantially increase the rate or amount of surface runoff in a manner which would result in flooding on- or offsite;	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
iii. Create or contribute runoff water which would exceed the capacity of existing or planned stormwater drainage systems or provide substantial additional sources of polluted runoff; or	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
iv. Impede or redirect flood flows?	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
d. In flood hazard, tsunami, or seiche zones, risk release of pollutants due to project inundation?	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
e. Conflict with or obstruct implementation of a water quality control plan or sustainable groundwater management plan?	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>

Impact Analysis

a. **Less than Significant Impact.** A significant impact could occur if a project would violate any water quality standards or waste discharge requirements or otherwise substantially degrade surface or ground water quality.

The City of Paramount is a party to the Los Angeles County MS4 permit requirements (Order No. R4-2012-0175), issued by the Los Angeles RWCQB in accordance with the County's NPDES permit, CAS004001. These requirements regulate stormwater and non-stormwater discharges, and constitute the water quality standards and discharge requirements the project is subject to. Compliance with the regulation ensures no standards or requirements are violated.

Compliance is achieved through implementation of BMPs that reduce pollutants in water runoff. Chapter 8.20.210 of the City's Municipal Code requires that projects comply with Order No. R4-2012-0175 through integration of low impact development (LID) strategies. Prior to issuance of a grading permit projects must produce an LID plan that demonstrates which BMPs or series of BMPs will be used during construction to prevent construction-related discharges from entering storm drains, and minimize sediment transport and erosion. The project must also be designed to retain stormwater runoff generated on site during a 0.75 inch 24-hour storm event, or an 85th percentile 24-hour storm event, whichever is greater. Stormwater is retained through infiltration, evapotranspiration, bioretention and/or rainfall harvest and use. The project will not substantially change the amount of impervious surfaces on the site, but as the project is subject to MS4 permitting requirements and the previous use was not it will generate less stormwater runoff than the previous use, and what stormwater that leaves the site will be cleaner than previous runoff. Therefore, compliance with MS4 permit requirements would reduce potential impacts related to the violation of water quality standards or waste discharge requirements or the degradation of surface or ground water quality to less than significant levels.

Mitigation Measures: No mitigation measures are required.

b. Less Than Significant Impact. A significant impact could occur if a project would substantially decrease groundwater supplies or interfere with groundwater recharge such that it may impede sustainable groundwater management of the basin.

The project will obtain water services through connection to the City's Water Division. No groundwater extraction will occur on site, and the amount of water the proposed residences will use will not significantly impact the groundwater supplies the City utilizes. The project site has very little open ground area with the existing structures present so the site has not been a source of substantial groundwater infiltration. If infiltration on site is reduced from pre-construction levels it will not have a significant impact on the amount of infiltration reaching the groundwater basin. Therefore, the project's impact on groundwater supplies or sustainable management of groundwater would be less than significant.

Mitigation Measures: No mitigation measures are required.

c.i. No Impact. A significant impact could occur if a project would substantially alter the existing drainage pattern of the site or area, including through the alteration of the course of a stream or river, or through the addition of impervious surfaces, in a manner which would result in substantial on- or off-site erosion or siltation.

There are no streams or rivers or significant hydrological features on the site, and the project will not substantially change the amount of impervious surfaces on the site. The project will be required to retain stormwater on site as explained in part X.a above, so the amount of stormwater runoff generated by the project will be less than what was generated pre-construction. A reduction in stormwater runoff would serve to reduce erosion or siltation, however there are no nearby natural drainages where erosion might occur due to excess runoff from the project site. Therefore, the project will not result in conditions that cause substantial on- or off-site erosion or siltation and there would be no impacts.

Mitigation Measures: No mitigation measures are required.

c.ii. No Impact. A significant impact could occur if a project would substantially alter the existing drainage pattern of the Site or area, including through the alteration of the course of a stream or river through the addition of impervious surfaces, in a manner which would substantially increase the rate or amount of surface runoff in a manner which would result in flooding on- or off-site.

As explained above, upon buildout of the project the amount of stormwater runoff generated from the site will be less than during the previous use, and therefore the project represents a reduction in potential impacts involving excess runoff. The amount of impermeable surfaces on the site is not changing significantly, and the proposed project is subject to MS4 permit requirements that require retention of stormwater the previous use was not. Therefore, the project will reduce the rate or amount of surface runoff and there will be no impacts.

Mitigation Measures: No mitigation measures are required.

c.iii. No Impact. A significant impact could occur if a project would substantially alter the existing drainage pattern of the site or area, including through the alteration of the course of a stream or river through the addition of impervious surfaces, in a manner which would create or contribute runoff which would exceed the capacity of existing or planned stormwater drainage systems or provide substantial additional sources of polluted runoff.

As discussed above, the project will be required to incorporate LID BMPs to manage and treat runoff in accordance with the City's LID requirements. The amount of stormwater runoff generated by the site will be reduced from existing conditions, and what stormwater that isn't retained on site will not be "first flush" stormwater and therefore cleaner than stormwater generated by the previous use. Therefore, the project will not create or contribute runoff which would exceed the capacity of existing or planned stormwater drainage systems or provide substantial additional sources of polluted runoff, and there would be no impacts.

Mitigation Measures: No mitigation measures are required.

c.iv. Less than Significant Impact. A significant impact could occur if a project would substantially alter the existing drainage pattern of the site or area, including through the alteration of the course of a stream or river through the addition of impervious surfaces, in a manner which would impede or redirect flood flows.

The project site is located within a Federal Emergency Management Agency (FEMA) flood zone designation of "Zone X, Area with Reduced Flood Risk due to Levee".²⁴ This is an area of moderate flood risk where the levee provides protection from the 1 percent annual chance flood. If a flooding situation occurred waters would be conveyed through existing stormwater drain facilities in the streets. The project site is not close enough to a water source or drainage to impede or redirect flood flows in a significant manner. Therefore, the project would have a less than significant impact on flood flows.

Mitigation Measures: No mitigation measures are required.

d. Less than Significant Impact. A significant impact could potentially occur if a project would risk the release of pollutants from inundation due to location in a flood hazard, tsunami, or seiche zone.

As explained above the proposed project is an area with moderate flood risk due to the presence of a levee, which would be the L.A. River flood channel. A seiche, a wave created when a body of water is shaken such as by seismic events, is a concern at water storage facilities because inundation can occur if the wave overflows a containment wall. No major water retaining structures are near the project site. Also, the project site is not within a tsunami zone²⁵. Risk of the project site being inundated with water is low as the river is 1.0 to 1.5 miles from the site and considering water depth and volume. Also, the proposed senior living

²⁴Federal Emergency Management Agency, National Flood Hazard Layer FIRMette for project site, January 20, 2022.

²⁵ California Department of Conservation Los Angeles County Tsunami Hazard Area Maps accessed January 20, 2022 at: <https://www.conservation.ca.gov/cgs/tsunami/maps/los-angeles>

facility would not utilize significant quantities of hazardous materials, and would have no storage of any such materials outside of closed rooms. Therefore, impacts pertaining to the risk of release of pollutants due to the site's location in flood hazard, tsunami, or seiche zones would be less than significant.

Mitigation Measures: No mitigation measures are required.

e. **Less than Significant Impact.** A significant impact could potentially occur if a project would conflict with or obstruct implementation of a water quality control plan or sustainable groundwater management plan.

As explained previously, in compliance with the City's LID requirements the project would capture and treat stormwater consistent with MS4 permit requirements. Therefore, the project would not conflict with or obstruct implementation of a water quality control plan or sustainable groundwater management plan and impacts would be less than significant.

Mitigation Measures: No mitigation measures are required.

	Potentially Significant Impact	Potentially Significant Unless Mitigation Incorporated	Less than Significant Impact	No Impact
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XI. LAND USE AND PLANNING.

Would the project:

- | | | | | |
|---|--------------------------|--------------------------|-------------------------------------|-------------------------------------|
| a. Physically divide an established community? | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input checked="" type="checkbox"/> |
| b. Cause a significant environmental impact due to a conflict with any land use plan, policy or regulation adopted for the purpose of avoiding or mitigating an environmental effect? | <input type="checkbox"/> | <input type="checkbox"/> | <input checked="" type="checkbox"/> | <input type="checkbox"/> |

Impact Analysis

- a. No Impact.** A significant impact could occur if a project would physically divide an established community.

The proposed project is infill redevelopment that replaces a former church facility, auto repair garage, and bar, with a senior living facility with ground floor retail and publicly accessible components. The site fronts Paramount Blvd and is separated from adjacent residences to the west by a public alley. The project would redevelop a parcel that was previously occupied with urban development and would thus not disrupt, divide, or isolate any component of the existing community. There would be no impacts.

Mitigation Measures: No mitigation measures are required.

- b. Less Than Significant Impact.** A significant impact could occur if a project would cause a significant environmental impact due to a conflict with any land use plan, policy, or regulation adopted for the purpose of avoiding or mitigating an environmental effect.

The existing zoning of the northern parcel is C-3, General Commercial, and it has a land use designation of Area Plan. According to the Paramount Municipal Code the C-3 zone serves to facilitate on-premise retail and service businesses, and regulate the form of buildings to maintain an intensity of land use that is commensurate with the City's ability to maintain adequate infrastructure and general environment. According to the Paramount General Plan the CBD was created to facilitate redevelopment and revitalization of the area covered by the Plan, and limited uses to only commercial or office within the plan area.

The project's northerly parcel will require an amendment to the general plan to change the land use designation from Area Plan to Mixed-Use Commercial Residential and a zone change from C-3 to PD-PS zone, which will match the two southern parcels, because the proposed use is not allowed by the C-3 zone or Area Plan designation. These changes will allow the project to proceed and the standards the project will meet will be determined by the requirements of the new designation and zoning. Meeting these new requirements will ensure that the project does not conflict with any land use plan, policy, or regulation.

The amendment and zone change are made to allow the use, they do not allow the project to create an impact that would otherwise not be allowed under the existing designations. That is, the change in designation and zoning merely allows a variation in use from what was originally designated on the site. However, the new land use designation and zoning classification are similar to those previously allowed and similar to surrounding uses. The proposed land uses are compatible with the site's surroundings and

due to the similarities, would not introduce any significant impacts the previous zoning may have intended to avoid.

The new land use designation will allow the project's proposed mixed-use to proceed, and the PD-PS zone will allow the City to appropriately regulate the project according to its context and unique mixed-use. Section 17.72.020 of the Paramount Municipal Code explains the purpose of the zone as such:

[The purpose of the zone] is to insure [sic] a fuller realization of the general plan of the City than that which would result from the application of present zoning regulations. ... It is the intent of this zone classification to encourage development of superior design and quality through creative application of the City's zoning criteria and through the creation of performance standards applied to specific development and recorded as conditions and covenants against the land.

Compliance with the provisions of the new zoning means meeting specific performance standards the City created specifically for the project to ensure it is compatible with the goals and policies of the general plan. Therefore, the project would not cause a significant environmental impact due to conflicts with a zoning or land use regulation created with the purpose of avoiding or mitigating an environmental effect, and impacts would be less than significant.

Regionally, the project site is located within the planning area of the SCAG, the federally designated metropolitan planning organization. SCAG is responsible for reviewing regionally significant local plans, projects, and programs for consistency with SCAG's adopted regional plans. The project does not meet the criteria for being regionally significant pursuant to the CEQA Guidelines, Section 15206; therefore, there would be no conflict with any SCAG policy adopted for the purpose of avoiding or mitigating an environmental effect, as explained in Section VIII. The project is also located within the planning area of the SCAQMD AQMP. As evaluated in Section III, Air Quality, the project is consistent with applicable regional plans, and no further analysis is required.

Mitigation Measures: No mitigation measures are required.

	Potentially Significant Impact	Potentially Significant Unless Mitigation Incorporated	Less than Significant Impact	No Impact
XII. MINERAL RESOURCES.				
Would the project:				
a. Would the project result in the loss of availability of a known mineral resource that would be of future value to the region and the residents of the State?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
b. Would the project result in the loss of availability of a locally important mineral resource recovery site delineated on a local general plan, Specific Plan, or other land use plan?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>

a-b. No Impact. A significant impact could occur if a project site is located in an area used or available for extraction of a regionally important mineral resource, or if a project development would convert an existing or future regionally important mineral extraction use to another use, or if a project development would affect access to a Site used or potentially available for regionally important mineral resource extraction.

The project is an infill development on a small lot in an urban area that has been fully developed for decades. There is no potential for access to a mineral resource at the project site, therefore there is no availability to any potential mineral resource. As such, there is no impact associated with the loss of availability of a mineral resource.

Mitigation Measures: No mitigation measures are required.

	Potentially Significant Impact	Potentially Significant Unless Mitigation Incorporated	Potentially Significant Less than Significant Impact	No Impact
XIII. NOISE.				
Would the project result in:				
a. Generation of a substantial temporary or permanent increase in ambient noise levels in the vicinity of the project in excess of standards established in the local general plan or noise ordinance, or applicable standards of other agencies?	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
b. Generation of excessive groundborne vibration or groundborne noise levels?	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
c. For a project located within the vicinity of a private airstrip or an airport land use plan or, where such a plan has not been adopted, within two miles of a public airport or public use airport, would the project expose people residing or working in the project area to excessive noise levels?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>

Impact Analysis

The following discussion assesses the potential noise impacts of the project and provides a brief description of the key terms and concepts used in the analysis of noise impacts. The construction impact analysis utilizes a construction equipment list based on CalEEMod defaults generated for Section III. CalEEMod outputs are attached as Appendix A.

Noise is unwanted sound. Sound is mechanical energy that is transmitted by pressure waves through a compressible medium such as air. The sound pressure level, expressed in decibels (dB), has become the most common descriptor used to characterize the loudness of an ambient sound level. Sound or noise can vary in intensity by over one million times within the range of human hearing so a logarithmic loudness scale similar to the Richter Scale is used to keep sound intensity numbers manageable. The human ear is not equally sensitive to all sound frequencies within the entire spectrum so noise levels at maximum human sensitivity are factored more heavily into sound descriptions in a process called A-weighting written as dB(A) or dBA. Subsequent references to decibels written as dB should be understood as A weighted dB(A).

Time variations in noise exposure are typically expressed in Leq, a steady-state energy level equal to the energy content of the time varying period. Leq provides a statistical description of the sound level that is exceeded over some fraction of a given observation period. Because community receptors are more sensitive to unwanted noise intrusion during the evening and at night, state law requires that, for planning purposes, an artificial dB increment be added to quiet time noise levels in a 24-hour noise descriptor called the Community Noise Equivalent Level (CNEL), a weighted average of noise levels over time.

a. Potentially Significant Unless Mitigation Incorporated. A project may have a significant noise impact if it would cause a substantial temporary or permanent increase in ambient noise levels in the vicinity in excess of standards established in the local general plan or noise ordinance.

Noise impacts are discussed in the context of construction-related noise and operational-related noise.

Regulatory Setting

California Building Code

The State defers to local jurisdictions for the regulation of construction noise.

Title 24 of the CCR for multiple family dwellings, hotel and motel rooms, requires an interior CNEL of 45 dBA. In 1988, the State Building Standards Commission expanded that standard to include all habitable rooms in residential use, including single-family dwelling units. Since typical noise attenuation within older, existing residential structures with closed windows is at least 20 dBA, an exterior noise exposure of 65 dBA CNEL is generally the noise land-use compatibility guideline for residential dwellings in California. However, newer construction practices with standard features such as mandatory double paned windows typically offer about 30 dB of noise attenuation, which would provide sufficient noise reduction to meet the residential interior noise requirement of 45 dBA CNEL for projects with an exterior noise exposure of up to 75 dBA. Projects that would require windows and doors to remain closed to achieve an acceptable interior noise level will typically necessitate the use of air conditioning and mechanical ventilation.

City General Plan

The City does not regulate noise levels for construction activities, provided a valid permit has been issued and the activity is confined between the hours of 7 a.m. to 8 p.m., per Section 9.12.060.B.4(a) of the Paramount Municipal Code.

The Safety Element of the City General Plan contains policies related to noise control. The element reiterates guidelines from the State Office of Planning and Research (OPR), Guidelines for the Preparation and Content of Noise Elements of General Plans, which has been updated since the publication of the General Plan. Guidelines from the OPR remain similar to the guidelines published in the General Plan, but with some refinements. The General Plan states that residential uses should not be located in areas exceeding 70 dB CNEL.²⁶ The OPR states that a CNEL between 65 and 70 dB CNEL should be considered *conditionally acceptable* for multifamily residential, in contrast to a CNEL below 65 dB which would be considered *normally acceptable*.²⁷

Noise from facility operations are regulated according to the zoning of a property, according to the **Table XIII-1, Paramount Municipal Code Noise Standards**, reproduced from Section 9.12.040 of the Code:

Table XIII-1
Paramount Municipal Code Noise Standards

Noise Zone	Day (maximum) 6:00 a.m. to 10:00 p.m.	Night (maximum) 10:00 p.m. to 6:00 a.m.
Industrial and Commercial	82 decibels	77 decibels
R1 and R2	62 decibels	57 decibels
R3 and R4	67 decibels	62 decibels

The maximum levels listed in the table would be the noise as measured from any residential property adjoining the suspect property.

²⁶ Paramount General Plan, Safety Element, Noise and Land Use Compatibility, August 7, 2007.

²⁷ Governor's Office of Planning and Research, General Plan guidelines and Technical Advisories, Appendix D, Noise Elements Guidelines, updated 2017.

Existing Conditions

Paramount Boulevard is a major arterial and as such noise from traffic on the Boulevard will be the primary source of noise at the project site. Average noise levels at the project site are assumed to be between 60 dB and 70 dB. This is based upon models from the Federal Bureau of Transportation Statistics, and measurements published in a recent MND for the property directly south of the subject property. The Bureau of Transportation Statistics created the National Transportation Noise Mapping Tool, which calculates noise levels throughout the country for different modes of transportation for purposes of tracking trends over time. Noise levels on the Boulevard in the vicinity of the project site are calculated to be within a 60 dB Leq to 69.9 dB average range over a 24 hour period.²⁸ Measurements published in the IS/MND for the Paramount Senior Living project at 16675 & 16683 Paramount Boulevard recorded an average of 68.2 dB.²⁹ All of these cited estimates are within OPR's "normally acceptable" residential range of below 65 dB CNEL or "conditionally acceptable" residential range of 65dB CNEL to 70 dB CNEL.

Construction Noise

Provided the project is constructed between the hours of 7 a.m. to 8 p.m., the project would conform to the construction noise standards established in the Paramount Municipal Code. Because there are no noise standards of other agencies that are applicable to the project or the project site, conformance with construction hour restrictions would not exceed applicable standards of local agencies or other agencies. However, impacts could still occur despite conformance with the local noise ordinance, and therefore construction noise is analyzed.

The nearest sensitive receptors to construction noise would be the residences on the opposite side of the 15-foot alley behind the project site. A bungalow court between the church and auto repair garage has two residences oriented toward the alley, and these residences would be the properties most affected. Other residences adjacent to the project site have garages facing the alley and living quarters oriented toward Eureka Avenue. The distance of the living quarters of these residences to the project site range between approximately 40 to 50 feet. The two bungalows facing the alley are closer, at approximately 25 feet from the project site, so this distance is used to evaluate potential impacts.

A conservative estimate of anticipated construction noise has been determined utilizing The Construction Noise Handbook prepared by the Federal Highway Administration (FHWA), which includes a national database of construction equipment noise levels. The FHWA uses these reference noise emission levels in the Roadway Construction Noise Model (RCNM). **Table XIII-2, Construction Equipment Noise Levels**, identifies highest (Lmax) noise levels associated with quantity and type of construction equipment. The RCNM also provides an acoustical usage factor which estimates the fraction of time each piece of equipment is operating at full power during construction. The acoustical usage factor (U.F.), is a key input used to calculate sound levels averaged over time expressed as Leq. Table 5 adjusts the maximum noise levels (Lmax) using the U.F. published in the FHWA Construction Noise Handbook. The sound level prediction equation is expressed as follows for the hourly average sound level (Leq) at distance (D) between the source and receiver.

$$Leq = Lmax - 20 \cdot \log (D/50) + 10 \cdot \log (U.F./100) - I.L.$$

Where:

Lmax is the published reference noise level at 50 feet

U.F. is the acoustical usage factor for full power operation per hour

I.L. is the insertion loss for intervening barriers

²⁸ Bureau of Transportation Statistics, National Transportation Noise Map, 2018 road data.

²⁹ Initial Study & Mitigated Negative Declaration, Paramount Senior Living, 16675 & 16683 Paramount Boulevard, December 8, 2020.

Table XIII-2 lists equipment types and quantities similar to those anticipated to be used for the project. The table is organized by equipment and describes the noise level for each individual piece of equipment at a 25-foot distance between the equipment and receptor as provided in the RCNM. The levels are calculated to represent conditions outside on a calm day with a clean line of site between the receptor and the equipment (no intervening barriers).

As shown below in Table XIII-2, the construction equipment that could generate the highest noise level are the concrete/industrial saws which would generate a maximum noise level of 96 dBA Lmax at 25 ft and an average noise level of 89 dBA Leq at 25 ft. Construction proceeds in phases such as demolition, site preparation, grading, building construction, paving, and architectural coating. Therefore, at any particular phase of construction, contractors would use only the types of equipment needed as shown in Table XIII-2, rather than using all the equipment throughout all phases. Furthermore, decibels are logarithmic units; therefore, sound levels cannot be added by ordinary arithmetic means. When the sound pressure level of two sources is equal, the resulting noise level is 3 dB greater than the noise level of one source.

Table XIII-2
Construction Equipment Noise Levels

Phase	Equipment Type	Quantity	Lmax at 25 feet (dBA) ^{1, 2}	Usage Factor (U.F.) ³	Leq at 25 feet (dBA)
Demolition	Concrete/Industrial Saws	1	96	20	89
	Rubber Tired Dozers	1	88	40	84
	Tractors/Loaders/Backhoes	3	85	40	81
Site Preparation	Graders	1	91	40	87
	Rubber Tired Dozers	1	88	40	84
	Tractors/Loaders/Backhoes	1	85	40	81
Grading	Graders	1	91	40	87
	Rubber Tired Dozers	1	88	40	84
	Tractors/Loaders/Backhoes	2	85	40	81
Building Construction	Forklifts	1	81	20	74
	Generator Sets	1	87	50	79
	Tractors/Loaders/Backhoes	1	85	40	81
	Welders	3	80	40	72
Paving	Cement and Mortar Mixers	1	86	20	79
	Pavers	1	83	50	80
	Paving Equipment	1	89	20	81
	Rollers	1	86	20	79
	Tractors/Loaders/Backhoes	1	85	40	81
Architectural Coating	Air Compressors	1	84	40	80
¹ Noise levels are for individual equipment pieces. Each piece of equipment would operate at a distance from other equipment. ² Source: Federal Highway Administration, Construction Noise Handbook, 2006, Ch. 9, Construction Equipment Noise Levels and Ranges. ³ Usage Factor (U.F.) is the portion of time equipment is operating at full power.					

Although neither the City nor the State have a set level of construction noise that is considered significant or harmful, reasonable guideposts can be established for the purpose of analysis based upon known impacts. According to the Centers for Disease Control and Prevention two hours of exposure to 80-85 dB can cause

damage to hearing, which would present a significant impact.³⁰ Based upon this, a target maximum of 80 dB for construction noise can be used as a reasonable threshold of significance.

Although construction equipment will typically not operate for two hours uninterrupted, and noise inside a residence with windows closed would be reduced by at least 20 dB, high outside noise levels would nonetheless be burdensome when experienced by the nearby residents. As presented in Table XIII-2, several pieces of construction equipment would reach or exceed the 80 dB threshold. To reduce noise levels to less than 80 dB, the following Mitigation Measures **NOI-1** through **MM NOI- 5**, would be incorporated in the project to reduce temporary construction noise effects.

- MM-NOI 1:** All capable diesel-powered construction vehicles shall be equipped with exhaust mufflers, aftermarket dampening system or other suitable noise reduction devices.
- MM-NOI-2:** Power construction equipment (including combustion engines), fixed or mobile, shall be equipped with state-of-the-art noise shielding and muffling devices (consistent with manufacturers' standards). All equipment shall be properly maintained to assure that no additional noise, due to worn or improperly maintained parts, would be generated.
- MM-NOI-3:** On-site power shall be used instead of generators or air compressors, when feasible.
- MM-NOI-4:** Grading and construction contractors shall use rubber-tired equipment rather than metal-tracked equipment, when feasible.
- MM-NOI-5:** Temporary and impermeable noise barriers shall be placed at the west, north, and south property boundaries during construction of the project. The barriers shall be at least 12 feet in height and provide a transmission loss of at least 25 dB at 500 hertz (such as 3/4-inch plywood).

The results of implementing these measures is presented in **Table XIII-3, Reduced Construction Noise Levels at Sensitive Receptors**.

Table XIII-3
Reduced Construction Noise Levels at Sensitive Receptors

Phase	Equipment Type ¹	Unreduced Noise Level at 25' (dB Leq)	Noise Attenuation from Noise Barrier (dB) (NOI-MM-5)	Reduced Noise Level at 25' (dB Leq)
Demolition	Concrete/Industrial Saws	89	15	74
	Rubber Tired Dozers	84	15	69
	Tractors/Loaders/Backhoes	81	15	66
Site Preparation	Graders	87	15	72
	Rubber Tired Dozers	84	15	69
	Tractors/Loaders/Backhoes	81	15	66

³⁰ Centers for Disease Control and Prevention, What Noise Cause Hearing Loss? Accessed February 18, 2022 at: https://www.cdc.gov/nceh/hearing_loss/what_noises_cause_hearing_loss.html

Phase	Equipment Type ¹	Unreduced Noise Level at 25' (dB Leq)	Noise Attenuation from Noise Barrier (dB) (NOI-MM-5)	Reduced Noise Level at 25' (dB Leq)
Grading	Graders	87	15	72
	Rubber Tired Dozers	84	15	69
	Tractors/Loaders/Backhoes	81	15	66
Building Construction	Forklifts	74	15	59
	Generator Sets	79	15	64
	Tractors/Loaders/Backhoes	81	15	66
	Welders	72	15	57
Paving	Cement and Mortar Mixers	79	15	64
	Pavers	80	15	65
	Paving Equipment	81	15	66
	Rollers	79	15	64
	Tractors/Loaders/Backhoes	81	15	66
Architectural Coating	Air Compressors	80	15	65

As shown on Table XIII-3, by providing the construction noise barriers, temporary construction noise levels at this nearest residence would be reduced to approximately 74 dBA Leq (the highest value in Table XIII-3) during the site demolition phase, which would be the loudest phase of construction.³¹ The addition of mufflers and shielding to equipment will also further reduce noise levels, but the amount will vary according to the equipment and is not quantified.

As explained above, maximum noise increases would be experienced at the nearest sensitive receptor temporarily only within the limited duration of particular construction activities. During the building construction phase, which is the majority of the construction duration, the calculated average noise level would be reduced to 66 dB Leq at the nearest sensitive receptor with use of the construction noise barriers. As discussed previously, because the City does not have a numerical threshold for construction noise, but regulates construction noise by setting the allowable hours for construction in the vicinity of residential land uses, the project would comply with the City's noise requirements. Use of noise barriers will reduce construction noise to levels below 80 dB and would not be potentially harmful to nearby residents, and as such, construction noise impacts would be less than significant.

Operational Noise

Noise generated by the facility while in operation will be minimal. There are no proposed uses within or outside the building that would be expected to generate noise significant enough to create an annoyance outside of the property. Buildings on their own are not significant generators of noise. Generally, the most significant source of noise from a building will be its HVAC systems. The HVAC units of the proposed building will be located on the roof. Due to the elevation of the units and placement behind solid barriers, their operation would not result in significant operational noise impacts. Noise is most audible where there is a direct line-of-sight. Any solid barrier that breaks the line-of-sight between the source and the receiver greatly reduces the noise levels from the source since the sound must travel over, around, or through the barrier to be heard. The project's roof-mounted equipment would be 34 feet above grade, in which case the building itself acts as a barrier since the equipment would not be visible from the ground or from within

³¹ Based on equations for barrier insertion loss from Federal Transit Administration, Transit Noise and Vibration Impact Assessment Manual, September 2018. A material with a transmission loss of at least 25 dB would be sufficient provide a reduction of 15 dB according to California Department of Transportation. Technical Noise Supplement to the Traffic Noise Analysis Protocol, September 2013.

any building in the immediate vicinity. In addition, there are four-foot-tall solid parapets around the perimeter of the roof which will further help attenuate noise from the HVAC units. Only structures that have residential units at the same height or higher than the roof of the proposed building would have direct line-of-sight to the HVAC units, and there are no such structures in the vicinity.

Traffic Noise

Upon completion, project-generated vehicle trips would cause an incremental increase in traffic noise in the immediate vicinity. As stated above, when the sound pressure level of two sources is equal, the resulting noise level is 3 dB greater than the noise level of one source. Thusly, to increase ambient noise levels by 3 dB, the project would have to double the amount of traffic on nearby roadways.

Noise from Paramount Boulevard would be the loudest noise source in the vicinity due to its high volume of traffic. Although the City does not have traffic counts available for the Boulevard, traffic counts dating from 2014 from the City of Long Beach place the Average Daily Traffic Volume of Paramount Boulevard at 70th Street (just below the project site) at 23,400 vehicles.³² Although there may have been a drop in traffic levels in the recent past due to the most severe periods of COVID restrictions, current and future traffic levels would be expected to be similar or greater to the recorded 2014 levels. The project is projected to generate approximately 441 Average Daily Trips (see Section XVII, Transportation) and thus would not approach doubling that number. Therefore the project would not increase the traffic noise level by more than a fraction of a decibel. Noise level increases of less than one decibel are not perceptible to the human ear even in a controlled laboratory environment. Traffic in the alley will likely be increased by presence of the project but would not be frequent enough to reach levels that would produce significant impacts resulting in more than 62 dB Leq between 7:00 a.m. and 10:00 p.m. Therefore, all project operational impacts would be less than significant and no operational mitigation measures are required.

Mitigation Measures:

Construction: Mitigation Measures MM NOI-1 through NOI-5 (above) are required.

Operational: No mitigation measures are required.

b. Less Than Significant Impact. A significant vibration impact could occur if a project would expose people to or generate excessive groundborne vibration or groundborne noise levels.

Construction Vibration

Caltrans Groundborne Vibration Criteria

When construction equipment travels over unpaved surfaces or engages in soil movement, construction activities generate groundborne vibration. The effects of groundborne vibration include the discernible movement of building floors, rattling of windows, shaking of items on shelves or hanging on walls, and rumbling sounds. Vibration related problems generally occur due to resonances in the structural components of a building, because structures amplify groundborne vibration. The “soft” sedimentary conditions of much of southern California dampen groundborne vibration over a relatively short distance.

Groundborne vibration from construction activities rarely reach levels that can damage structures. Although there are no officially adopted regulatory standards for the point at which ground-borne vibration levels could cause structural damage, Caltrans provides vibration guidelines for structural damage, found in **Table XIII-4, Vibration Damage Criteria Guidelines**.

³² City of Long Beach, Engineering Bureau, Traffic Engineering Division, 2014 Citywide Traffic Flow map.

Table XIII-4
Vibration Damage Criteria Guidelines

Structure and Condition	Maximum PPV (in/sec)	
	Transient ¹	Intermittent ²
Extremely fragile historic buildings	0.12	0.08
Fragile buildings	0.2	0.1
Historic and some old buildings	0.5	0.25
Older residential structures	0.5	0.3
New residential structures	1.0	0.5
Modern industrial/commercial buildings	2.0	0.5
Source: California Department of Transportation, Transportation and Construction Vibration Guidance Manual, September 2013.		
¹ Sources create a single isolated vibration event, such as blasting or drop balls.		
² Frequent or intermittent sources include impact or vibratory pile drivers, pogo-stick compactors, crack-and-seat equipment, and vibratory compaction equipment.		

As shown in Table XIII-4, the criterion for structural vibration damage for new residential structures is 0.5 PPV in/sec for intermittent sources such as impact or vibratory pile drivers, pogo-stick compactors, and vibratory compaction equipment. Based on the type of adjacent buildings and the type of equipment expected to be used in construction, a structural damage criterion of 0.5 PPV in/sec for new residential structures and 0.3 PPV in/sec for older residential structures for intermittent sources is the standard used in this analysis. The commercial building at the corner of Harrison Street and Paramount Boulevard was constructed in 1963 according to L.A. County Assessor records, as a conservative measure a structural damage criterion of 0.3 PPV in/sec would be used for this building as well.

In terms of human response, groundborne vibration can range from severe to barely perceptible depending on whether the source is transient or intermittent, the distance between the source and receptor, and the composition of the ground material. The Caltrans criteria for assessing human response is provided in **Table XIII-5, Human Response to Groundborne Vibration Criteria**.

Table XIII-5
Human Response to Groundborne Vibration Criteria

Human Response	Maximum PPV (in/sec)	
	Transient ¹	Intermittent ²
Severe	2.00	0.40
Strongly perceptible	0.90	0.10
Distinctly perceptible	0.25	0.04
Barely perceptible	0.04	0.01
Source: Caltrans, Transportation and Construction Vibration Guidance Manual, 2013.		
¹ Sources of transient vibration create a single isolated vibration event, such as blasting or drop balls.		
² Frequent or intermittent sources include impact or vibratory pile drivers, pogo-stick compactors, crack-and-seat equipment, and vibratory compaction equipment.		

As shown in Table XIII-5 human responses to ground-borne vibration vary from severe at 2.0 PPV in/sec for transient sources to barely perceptible at 0.01 PPV in/sec for intermittent sources. The Caltrans vibration criteria suggests the thresholds for human perception and annoyance are higher for transient vibration than for continuous or intermittent vibration. For this analysis, intermittent levels that could cause a strongly perceptible human response (i.e., 0.1 PPV in/sec) are the applicable standard.

The predicted vibration levels generated by construction equipment and potential associated impacts are provided in terms of PPV in/sec in **Table XIII-6, Groundborne Vibration from Project Construction Equipment at Nearest Buildings.**

The greatest vibration levels would be generated by loaded construction trucks operating on unpaved surfaces, which would generate vibration levels of 0.076 PPV in/sec 25 feet, according to the Federal Transit Administration.³³ The surfaces around the project site are paved and will remain so, but during construction the site will be unpaved for a time after demolition.

As the nearest residential structure (occupied structure, not garage) is within 25 feet, vibration levels would potentially be felt at the 0.076 PPV in/sec level by persons in the occupied, which would not exceed the Caltrans guidelines for vibration damage to newer structures or the Caltrans guidelines for distinct perceptibility. Persons at all other structures, would experience similar or lower vibration levels because those structures are further away from the project construction boundary.

As shown in the preceding analysis, project construction would result in groundborne vibration levels below the applicable thresholds of significance for potential structural damage from construction vibration. In addition, due to the temporary and intermittent occurrence of vibration levels from construction, structural and human annoyance vibration impacts would be less than significant.

Table XIII-6
Groundborne Vibration from Project Construction Equipment at Nearest Buildings

Construction Equipment	Vibration Levels at 25 ft	Vibration Damage Impact Assessment		Vibration Annoyance Impact Assessment	
	PPV in/sec at 25 ft ¹	Potential Damage Threshold (PPV in/sec)	Exceedance?	Potential Annoyance Threshold (PPV in/sec) ²	Exceedance?
Loaded trucks	0.076	0.5	No	0.1	No
Small bulldozer	0.003	0.5	No	0.1	No
Source: Calculations from Envicom Corporation, September 2021 based on Federal Transit Administration, Transit Noise and Vibration Impact Assessment Manual, September 2018.					
¹ Federal Transit Administration, Transit Noise and Vibration Impact Assessment Manual, September 2018.					
² Caltrans, Transportation and Construction Vibration Guidance Manual, April 2020.					

Operational Vibration

The City does not regulate operational vibrations, though nuisance vibrations from any individual operation could be potentially found unacceptable according to general nuisance laws. Nonetheless, the project would not house any activities that routinely produced significant vibrations in adjoining properties, and there is no equipment proposed for operation of the building that would produce significant vibrations in adjoining properties, and impacts would be less than significant.

Mitigation Measures: No mitigation measures are required.

c. No impact. A significant noise impact could occur if a project would be located within the vicinity of a private airstrip or an airport land use plan or within two miles of a public airport, such that the project would expose people residing or working in the area to excessive noise levels. The nearest airports to the project site are the Long Beach Airport, a commercial airport located approximately 3.8 miles to the south,

³³ Federal Transit Administration, Transit Noise and Vibration Impact Assessment Manual, September 2018.

and the Compton Woodley Airport, a small public airport, located 4.5 miles to the west. According to the Los Angeles County Airport Land Use Commission, the project site is outside the 65 dBA CNEL Noise Impact Zone of Long Beach airport,³⁴ and aircraft noise on the project site would therefore be within levels that are considered conditionally or normally acceptable by the California Office of Planning and Research.³⁵ Therefore, the project would not result in the exposure of residents or those working in the project area to excessive noise levels from a private airstrip or public airport. The project is also not an air travel-related use and would thus not add to air travel noise in the surrounding area. Therefore, the project would have no impact with regard to this issue.

Mitigation Measures: No mitigation measures are required.

³⁴ Los Angeles County, Airport Land Use Commission, Long Beach Airport, Airport Influence Area, May 13, 2003, accessed on August 12, 2021 at https://planning.lacounty.gov/assets/upl/project/aluc_airport-long-beach.pdf.

³⁵ Quoted in City of Long Beach, Development Services, Noise Element: City of Long Beach General Plan Draft, December 2019.

	Potentially Significant Impact	Potentially Significant Unless Mitigation Incorporated	Less than Significant Impact	No Impact
XIV. POPULATION AND HOUSING.				
Would the project:				
a. Induce substantial unplanned population growth in an area, either directly (for example, by proposing new homes and businesses) or indirectly (for example, through extension of roads or other infrastructure)?	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
b. Displace substantial numbers of existing people or housing, necessitating the construction of replacement housing elsewhere?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>

Impact Analysis

a. Less than Significant Impact. A project could have a significant environmental impact if it would induce substantial unplanned population growth in an area, either directly or indirectly.

The proposed project is an infill development that will not result in new or expanded infrastructure. The project would add 60 units and an estimated 20 jobs according to the applicant, with the potential to add perhaps up to 15 more depending on the uses located on the ground floor (estimated at 4-10 employees for the commercial suites and 3-5 for the public facilities). The number of jobs available is not large enough to induce substantial numbers of new people to move to the City or region. Paramount is a small city surrounded by many other cities, part of the Greater Los Angeles metro region that has a combined population of 18.7 million people. The jobs created by the project are not on a scale that could substantially influence economic or demographic trends in the area. The City is currently in the process of updating the housing element of its general plan as required every eight years by state law. The process requires the City to plan for the accommodation of new housing in an amount determined in the Regional Housing Needs Assessment (RHNA) process. The City has been allocated 364 housing units and the City must prove that it has adequate capacity for that number units or substantive plans to accommodate them. According to the City's draft 2021-2029 Housing Element accounting for approved and proposed projects, plus available capacity under current zoning, the City misses the unit goal by 138 units. By adding 60 units of housing the project will significantly help the City meet its required housing needs, and therefore would not have a negative impact regarding population growth. Impacts would be less than significant.

Mitigation Measures: No mitigation measures are required.

b. No Impact. A project could have a significant environmental impact if it would result in the displacement of existing housing units or people, necessitating the construction of replacement housing elsewhere.

The project site does not currently contain any housing and development of the site will not displace any housing units or people. There would be no impacts.

Mitigation Measures: No mitigation measures are required.

Potentially Significant Impact	Potentially Significant Unless Mitigation Incorporated	Less than Significant Impact	No Impact
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XV. PUBLIC SERVICES.

Would the project result in substantial adverse physical impacts associated with the provision of new or physically altered governmental facilities, need for new or physically altered governmental facilities, the construction of which could cause significant environmental impacts, in order to maintain acceptable service ratios, response times, or other performance objectives for any of the public services:

a. Fire protection?	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
b. Police protection?	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
c. Schools?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
d. Parks?	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
e. Other public facilities?	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>

Impact Analysis

a-b. Less Than Significant Impact. A project could have a significant environmental impact if it would require the addition of a new fire or police stations, or the expansion, consolidation, or relocation of an existing facility to maintain acceptable service ratios, the construction of which could cause significant environmental impacts.

The City is served by the Los Angeles County Fire Department and Sheriff's Department. Fire Station 31 is less than 1.5 driving miles northwest of the project site. The Paramount Sheriff Station is one mile north of the project site. The site is currently occupied by structures built between 1928 and 1960. The project will replace the existing structures with a single new structure. The proposed building will be larger than the combined previous buildings, but must meet existing fire safety codes, which are much stricter and more comprehensive than the codes under which the previous structures were built. The current standards will require the proposed building will to have fire sprinklers throughout. The result will be the new structure will be significantly more fire safe than the previous structures and therefore will not be more of a burden on fire services relative to the previous uses. The project will create homes for senior people which could increase the need for paramedic services, however with only 60 units the potential need would be incremental and intermittent, and as the added units are within the RHNA projections for the City, would be within the City's population projections and thus not require new personnel or new facilities. The project also will not introduce a significant new locus for crime as the number of residential units is small and the senior living facility will not be accessible to the general public.

Therefore, the redevelopment of the project site would present a minimal increase in demand for fire and police protection services and would not place an unanticipated burden such that new or expanded fire or police facilities would be needed. Project impacts would be less than significant.

Mitigation Measures: No mitigation measures are required.

c. No Impact. A project could have a significant environmental impact if it would require new or expanded school facilities, the construction of which could cause significant environmental impacts, to maintain acceptable performance levels.

The project would provide homes for senior citizens and there will be no children living in it. Also, the scale of the project is such that it would not induce substantial population growth that could result in a significant amount of new children in the area. There would be no impacts.

Mitigation Measures: No mitigation measures are required.

d-e. Less Than Significant Impact. A project could have a significant environmental impact if it would require new or expanded parks or other public facilities, the construction of which could cause significant environmental impacts, in order to accommodate a population increase resulting from the project.

The scale of the project would represent a minor increase in population, assuming all of the residents of the project came from outside of the City or area, which is unlikely. Nonetheless, such a minor increase in the local population of senior people would not require the expansion of public facilities to accommodate them. In addition, the project will be required to pay impact fees assessed by the City that address incremental increases in housing units. What incremental impacts the project may have on public services can be addressed by such fees and would not require the construction of new facilities or the expansion of existing facilities. Impacts would be less than significant.

Mitigation Measures: No mitigation measures are required.

	Potentially Significant Impact	Potentially Significant Unless Mitigation Incorporated	Less than Significant Impact	No Impact
XVI. RECREATION.				
a. Would the project increase the use of existing neighborhood and regional parks or other recreational facilities such that substantial physical deterioration of the facility would occur or be accelerated?	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
b. Does the project include recreational facilities or require the construction or expansion of recreational facilities, which might have an adverse physical effect on the environment?	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>

Impact Analysis

a-b. Less Than Significant Impact. A significant impact could occur if a project increased the use of recreational facilities to the point of damaging them, or included the construction or expansion of recreational facilities, the activities of which had an adverse effect on the environment.

As discussed above under Section XIV, Population and Housing, the project would not generate a significant increase in population growth. Also, the project would provide housing to senior citizens who would be more likely to pursue low-impact recreational activities. Given the small number of senior residents and likely low-impact nature of park use by these residents, it would not be reasonable to suggest the project could increase the use of recreational facilities to the point that substantial physical deterioration of the facility would occur or be accelerated. In addition, the project does not include any recreational facilities or require the construction of facilities that would have an adverse physical effect on the environment. Therefore, impacts would be less than significant.

Mitigation Measures: No mitigation measures are required.

	Potentially Significant Impact	Potentially Significant Unless Mitigation Incorporated	Less than Significant Impact	No Impact
XVII. TRANSPORTATION.				
Would the project:				
a. Conflict with a program, plan, ordinance or policy addressing the circulation system, including transit, roadway, bicycle and pedestrian facilities?	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
b. Would the project conflict or be inconsistent with CEQA Guidelines section 15064.3, subdivision (b)?	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
c. Substantially increase hazards due to a geometric design feature (e.g., sharp curves or dangerous intersections) or incompatible uses (e.g., farm equipment)?	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
d. Result in inadequate emergency access?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>

Impact Analysis

a. Less Than Significant Impact. A significant impact could occur if a project would conflict with an applicable plan, ordinance or policy addressing the circulation system, including mass transit roadway, bicycle and pedestrian facilities.

The City's General Plan, Transportation Element has four stated objectives:

- The maintenance and improvement of the roadway system in the City to accommodate future traffic;
- The use of innovative circulation strategies designed to create a transportation system that is sensitive to the City's aims for continued economic development;
- The development of a roadway and circulation network that promotes pedestrian activity in selected areas of the City; and
- The efficient use of alternative forms of transportation that serve the City.

Policies serving those objectives primarily focus on actions to be taken by the City. Policies that are applicable to individual projects restate regulatory requirements such as the payment of impact fees and provision of parking, which the proposed project will be required to abide to. The Element notes that new development should be required to produce a traffic study if it is expected to generate more than 500 new trips a day. The project's estimated trip generation is detailed in **Table XVII-1, Estimated Trip Generation**. The trip estimate for the senior living facility includes all of the components that make up the facility, this includes office space for employees and resident-only amenities. The public facilities - chapel, first floor kitchen/dining area, classrooms - are unlikely to be consistently used on a daily basis, but are assessed as such to calculate a worst-case scenario in terms of daily traffic. The trip generation rate calculated for the retail suites is likely conservative as well, regardless of the future uses the suites will host. The estimates below do not include a credit for prior traffic generation.

Table XVII-1
Estimated Trip Generation

Use	Units	Rate	Daily Trips
Assisted Living Facility ¹	91 beds	2.6 per bed	237
Independent Living Units ²	7 units	2.02 per unit	14
Chapel ³	1,014 sf	6.95 per 1,000 sf	7
Public Facilities ⁴	2,752 sf	28.82 per 1,000 sf	81
Retail Suites ⁵	2,657 sf	37.75 per 1,000 sf	102
		Total	441
¹ Institute of Transportation Engineers (ITE), Trip Generation 10 th Edition, 2017 – Code 254 Assisted Living: 2.6 trips/bed. ² Institute of Transportation Engineers (ITE), Trip Generation 10 th Edition, 2017 – Code 253 Congregate Care Facility: 2.02 trips/bed. ³ ITE Trip Generation 10th Edition, 2017 - Code 560 Church: 6.95 trips/1,000 sf. ⁴ ITE Trip Generation 10th Edition, 2017 - Code 495 Recreational Community Center: 28.82 trips/1,000 sf. Kitchen not included as it would only be used to serve the multi-purpose room, classrooms, or chapel, and would not be a source of trip generation itself. ⁵ ITE Trip Generation 10th Edition, 2017 - Code 820 Shopping Center: 37.75 trips/1,000 sf.			

The previous uses, the church and facilities, auto repair garage, and bar, all generated auto trips while in operation. Those trips serve as the baseline for the changes in traffic generation that will result from the proposed project. However, as the table illustrates daily trips generated by the project fall below the 500 trip threshold for a traffic study even without factoring in credit for the previous uses. The projected number of trips can easily be accommodated by the existing roadway network, and because the project will be required to abide by zoning requirements regarding auto and bicycle parking, and requirements for any necessary improvements in the public right-of-way to accommodate the facility, the project would not conflict with a program, plan, ordinance or policy addressing the circulation system, and impacts would be less than significant.

Mitigation Measures: No mitigation measures are required.

b. Less Than Significant Impact. A significant impact could occur if a project would conflict or be inconsistent with CEQA Section 15064.3 subdivision (b). SB 743 was enacted in September 2013 and fully implemented July 1, 2020, changing the way transportation impact analysis is conducted under CEQA. These changes include that auto delay, Level of Service, and similar measurements of vehicular roadway capacity and traffic congestion, be replaced with an analysis of VMT as the basis for determining significant traffic impacts under CEQA.

The project would add 60 housing units to an urban infill site, and as a senior living facility the residents will not be commuting for employment. Employees of the facility will commute to the site for employment, but the number of employees is fairly small (up to 20 staff for the senior living facility and up to 15 additional employees for the commercial and public uses). Further, CEQA Section 15064.3(b)1 states that projects within 0.5 miles of either an existing major transit stop or a stop along an existing high quality transit corridor should be presumed to cause a less than significant transportation impact. The project site is adjacent to a bus stop for Metro route 265, and within 0.5 miles of Metro bus route 258 and 128, as well as Long Beach Transit routes 21A and 21B. Routes 265 and 258 both connect to the Metro Green Line approximately two miles to the north, which connects to multiple other Metro facilities. Given the relatively low number of commuters that will be associated with the project, and its close proximity to active Metro lines, the Project's impact to VMT would be less than significant.

Mitigation Measures: No mitigation measures are required.

c. Less Than Significant Impact. A significant impact could occur if a project would substantially increase hazards due to a geometric design feature (e.g., sharp curves or dangerous intersections) or introduce incompatible uses (e.g., farm equipment) on the site.

The placement of the curb on Paramount Blvd and 70th Street will remain unchanged, though the existing curb aprons on Paramount Blvd will be removed, and the apron on 70th Street replaced. Ingress and egress for the facility will be accommodated by one entrance on the alley and one on 70th Street, all of which will be designed in accordance with Public Works standards. There will be no other changes to the public rights-of-way, and the project does not introduce any unusual design elements that violate City standards. Therefore, the proposed project would not substantially increase hazards due to a geometric design feature or incompatible uses and impacts would be less than significant.

Mitigation Measures: No mitigation measures are required.

d. No Impact. A significant impact could occur if a project would result in inadequate emergency access.

The project will be accessible to emergency crews from the parking lot in the parcel to the north, Paramount Blvd, 70th Street, and the public alley at the rear of the site. The five foot wide setback at the north property line will ensure there is access to the north side of the building should the northern parcel be redeveloped. The proposed building will not encroach into Paramount Blvd or the alley nor interfere with them in any manner. Therefore, the project would not result in inadequate emergency access to itself or inadequate access to adjacent public rights-of-way for emergency purposes, and there would be no impacts.

Mitigation Measures: No mitigation measures are required.

	Potentially Significant Impact	Potentially Significant Unless Mitigation Incorporated	Less than Significant Impact	No Impact
XVIII. TRIBAL CULTURAL RESOURCES.				
Would the project cause a substantial adverse change in the significance of a tribal cultural resource, defined in Public Resources Code section 21074 as either a site, feature, place, cultural landscape that is geographically defined in terms of the size and scope of the landscape, sacred place, or object with cultural value to a California Native American tribe, and that is:				
a. Listed or eligible for listing in the California Register of Historical Resources, or in a local register of historical resources as defined in Public Resources Code section 5020.1(k)?	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
b. A resource determined by the lead agency, in its discretion and supported by substantial evidence, to be significant pursuant to criteria set forth in subdivision (c) of Public Resources Code Section 5024.1. In applying the criteria set forth in subdivision (c) of Public Resources Code Section 5024.1, the lead agency shall consider the significance of the resource to a California Native American tribe.	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

Impact Analysis

a. Less Than Significant Impact. Would the project cause a substantial adverse change in the significance of a tribal cultural resource listed or eligible for listing in the California Register of Historical Resources, or in a local register of historical resources as defined in Public Resources Code section 5020.1(k)?

As discussed above in Section V, Cultural Resources, the Phase I Cultural Resource Assessment of the project site found no record of cultural resources within the site or surrounding buffer area. The assessment also requested NAHC review of the Sacred Lands File which returned a negative result.

As specified in AB 52, lead agencies must provide notice inviting consultation to California Native American tribes that are traditionally and culturally affiliated with the geographic area of a proposed project if the Tribe has submitted a request in writing to be notified of proposed projects. The Tribe must respond in writing within 30 days of the City's AB 52 notice. The City has provided such notice in conformance with the tribal consultation requirements of AB 52 by letter dated July 29, 2022. Representatives of the following Tribal Groups responded to request consultation pursuant to AB 52:

- Gabrieleño Band of Mission Indians-Kizh Nation

As Lead Agency for the Project, the City must determine whether substantial evidence exists, from the documents provided as part of AB 52 consultation, for a tribal cultural resource to be located on the project site. Following consultation the City concluded there is insufficient site-specific evidence of known tribal

cultural resources occurring within the project site and therefore, based upon the lack of evidence of project impacts on a landscape, sacred place, or object with cultural value to a California Native American tribe that is listed or eligible for listing, impacts would be less than significant.

This does not preclude the possibility that unknown resources may exist on the Project Site and be uncovered during ground-disturbing activities, and that potential is addressed below in XVIII.b, below.

b. Less Than Significant With Mitigation Incorporated. Would the project cause a substantial adverse change in the significance of a tribal cultural resource determined by the lead agency, in its discretion and supported by substantial evidence, to be significant pursuant to criteria set forth in subdivision (c) of Public Resources Code Section 5024.1. In applying the criteria set forth in subdivision (c) of Public Resources Code Section 5024.1, the lead agency shall consider the significance of the resource to a California Native American tribe?

As discussed above, there is insufficient evidence to suggest the project site may contain known tribal resources, however, there is the potential that previously undiscovered cultural resources could be uncovered during ground-disturbing activities. Consultation with the Gabrieleño Band of Mission Indians-Kizh Nation concluded with both parties in agreement to include a mitigation measure to avoid or mitigate any potential significant effects to any unknown tribal cultural resources the tribe believes may be present on the site.

As such, a Mitigation Measure TCR-1 is applied to the project which will require a monitor on site during excavation activities. Incorporation of the mitigation measure will reduce the project's potential to cause a substantial adverse change in the significance of a tribal cultural resource determined by the lead agency, in its discretion and supported by substantial evidence, to be significant pursuant to criteria set forth in subdivision (c) of the PRC, Section 5024.1, to a less than significant level.

Mitigation Measures:

MM TCR-1: Tribal Cultural Resource Monitoring

1. Retain a Native American Monitor/Consultant: The Project Applicant shall be required to retain and compensate for the services of a Tribal Monitor/Consultant who is both approved by the Gabrieleño Band of Mission Indians-Kizh Nation Tribal Government and is listed under the NAHC's Tribal Contact list for the area of the Project location. This list is provided by the NAHC. The Tribal Monitor/Consultant will only be present on-site during ground disturbing activities. Ground disturbing activities are defined by the Gabrieleño Band of Mission Indians-Kizh Nation as activities that may include, but are not limited to, pavement removal, potholing or auguring, grubbing, tree removals, boring, grading, excavation, drilling, and trenching within the Project area. The Tribal Monitor/Consultant will complete daily monitoring logs that will provide descriptions of the day's activities, including construction activities, locations, soil, and any cultural materials identified. Work will be allowed to continue with monitoring provided by a qualified Kizh Nation Resource Management (KNRM) archaeologist if the Tribal Monitor/Consultant is unavailable and as approved by the Tribal Government. The on-site monitoring shall end when the Project site grading and excavation activities are completed, or when the Tribal Representatives and Monitor/Consultant have indicated that the site has a low potential for impacting Tribal Cultural Resources.
2. Unanticipated Discovery of Tribal Cultural or Archaeological Resources Procedures: Upon discovery of any tribal cultural or archaeological resources, cease construction activities in the immediate vicinity of the find until the find can be assessed. All tribal cultural and archaeological resources unearthed by Project construction activities shall be evaluated by the qualified archaeologist and Tribal Monitor/Consultant approved by the Gabrieleño Band of Mission Indians-

Kizh Nation. If the resources are Native American in origin, the Gabrieleño Band of Mission Indians-Kizh Nation shall coordinate with the landowner regarding treatment and curation of these resources. Typically, the Tribe will request preservation in place or recovery for educational purposes. Work may continue on other parts of the Project while evaluation and, if necessary, additional protective mitigation takes place (CEQA Guidelines Section 15064.5 [f]). If a resource is determined by the qualified archaeologist to constitute a “historical resource” or “unique archaeological resource”, time allotment and funding sufficient to allow for implementation of avoidance measures, or appropriate mitigation, must be available. The treatment plan established for the resources shall be in accordance with CEQA Guidelines Section 15064.5(f) for historical resources.

	Potentially Significant Impact	Potentially Significant Unless Mitigation Incorporated	Less than Significant Impact	No Impact
XIX. UTILITIES AND SERVICE SYSTEMS.				
Would the project:				
a. Require or result in the relocation or construction of new or expanded water, wastewater treatment, or storm water drainage, electric power, natural gas, or telecommunications facilities, the construction or relocation of which could cause significant environmental effects?	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
b. Have sufficient water supplies available to serve the project and reasonably foreseeable future development during normal, dry, and multiple dry years?	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
c. Result in a determination by the wastewater treatment provider, which serves or may serve the project, that it has adequate capacity to serve the project's projected demand in addition to the provider's existing commitments?	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
d. Generate solid waste in excess of State or local standards, or in excess of the capacity of local infrastructure, or otherwise impair the attainment of solid waste reduction goals?	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
e. Comply with federal, State, and local management and reduction statutes and regulations related to solid waste?	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>

Impact Analysis

a. Less than Significant Impact. A project could have a significant impact if it would require or result in the relocation or construction of new or expanded water, wastewater treatment, stormwater drainage, electric power, natural gas, or telecommunications facilities, the construction of which could cause significant environmental effects.

As a small-scale infill development in an area already served by all utilities and facilities, the project would not require nor result in the relocation or substantial expansion of service infrastructure. As urban infill, the project would generate at most a marginal net increase in the demand for electric power, natural gas, and telecommunications facilities relative to existing demand. These demands can be met from existing facilities and existing utility rights-of-way and will not require the relocation or construction of new facilities beyond the new site connections that will be required. Impacts would be less than significant.

Mitigation Measures: No mitigation measures are required.

b. Less than Significant Impact. A project could have a significant impact if there were not sufficient water supplies available to serve the project and reasonably foreseeable future development during normal, dry, and multiple dry years.

The City's Water Division provides water services to the site. The City procures water from groundwater wells withdrawing from the Central Subbasin, and water (both potable and recycled) imported from the Central Basin Municipal Water District (CBMWD), which receives the majority of its water from the Metropolitan Water District of Southern California (MWD), which obtains its water from the State Water Project and the Colorado River Aqueduct. The Central Subbasin is adjudicated, meaning the amount that can be extracted is fixed among those entities that have extraction rights, and the amount allocated to each user will likely never increase.

The City's 2020 Urban Water Management Plan (UWMP) analyzes the reliability of its water sources over 25 years including multiple dry year scenarios. The amount of water available from the Subbasin is fixed and is considered reliable for future projections, the amount of water obtained from the CBMWD is considered reliable as well, as the MWD has projected demand and availability over the next 25 years (including multiple dry years) and determined reliability over that time frame. The City estimates that demand is projected to be less than total available supply from existing sources through to the year 2040 in a 4 year multiple dry year scenario, but encounter minor shortfalls in a 5 year multiple dry year scenario in 2035 and 2040.³⁶ These shortfalls are anticipated to be manageable through conservation measures allowed per City Ordinance 1050 should they be necessary.

The UWMP assumes a population growth of 0.47 percent a year for a population of 61,266 in the year 2040 (the UWMP uses 55,461 as the population for 2020, the 2020 census counts 53,733 persons³⁷). The proposed project will add 60 units which may house up to 105 people. Although occupants may come from the local population and would be within the RHNA and population projections for the City (see XIV, Population and Housing), if all 105 came from elsewhere the increase in population would be within growth estimates made in the UWMP.

The total estimated increase in water demand per day of 7,325.9 gallons is somewhat conservative because the community room will likely only be used intermittently. The estimated increase amounts to 8.2 acre-feet of water a year. According to the UWMP the City consumed 5,427 acre-feet of water in 2020. The increase in demand then would be a small fraction of one percent (0.15) increase over total water deliveries in 2020, and just 0.14 percent of the projected 2025 demand of 5,955 acre-feet. This increase in water usage is well within the City's projected water availability estimates. Because the increase is factored into the City's water planning, the project's potential to result in a substantial environmental impact due to insufficient water supplies would be less than significant.

³⁶ City of Paramount 2020 Urban Water Management Plan

³⁷ U.S. Census Bureau, 2020 Census of Population and Housing, Paramount city, California, April 1, 2020.

The estimated increase in water use at the site is detailed in **Table XIX-1, Project Water Demand**.

Table XIX-1
Project Water Demand

Previous Use	Units or Size	Demand Rate per Day*	Prior Water Demand per Day
Chapel	168 seats (28 pews, 6 people per pew)	3.6 gal per fixed seat	604.8 gal
Preschool	30 students (estimated)	10.8 gal per student	324 gal
Auto Repair Garage	2,200 sf	60 gal per 1,000 sf ¹	132 gal
Bar	2,500 sf	864 gal per 1,000 sf ²	2,160 gal
Total prior water demand per day			3,220.8 gallons
Proposed Use	Units or Size	Demand Rate per Day	Proposed Water Demand per Day
Single unit	15 units	84 gal per unit ³	1,260 gal
Double unit/Independent unit	45 units	168 gal per unit ³	7,560 gal
Community Dining	1,764 sf	420 gal per 1,000 ⁴	741 gal
Classrooms	49 Students ^(a)	13.2 gal per student	646.8 gal
Chapel	72 seats	3.6 gal per fixed seat ⁵	259.2 gal
Retail suites	2,657 sf	30 gal per 1,000 sf ⁶	79.7 gal
Total proposed water demand per day			10,546.7 gallons
Estimated increase in water demand per day			7,325.9 gallons
<p>*All rates derived from the City of L.A. Bureau of Engineering Sewage Generation Factor chart, April 6, 2012. Water consumption figured at 120% of sewage generation rate.</p> <p>^(a) Max capacity at 20 sf per person</p> <p>¹ Calculated at Machine Shop rate</p> <p>² Calculated at Bar: Cocktail, Public Table Area</p> <p>³ Calculated at Rest Home rate, includes water use of entire facility</p> <p>⁴ Calculated at Banquet Room rate and includes use of kitchen</p> <p>⁵ Calculated at Chapel rate, assuming 14 square-feet per person for occupancy (twice the 7 sf minimum for assembly use without fixed seats in the International Building Code).</p> <p>⁶ Calculated at Retail Area < 100,000 sf rate.</p>			

Mitigation Measures: No mitigation measures are required.

c. Less than Significant Impact. The project may have a significant impact if it would result in a determination by the wastewater treatment provider that it does not have adequate capacity to serve the project in addition to the provider's existing commitments.

The City relies on sewer service from the Los Angeles County Sanitation Districts and is within District No. 2, which participates in the Joint Outfall System that serves 73 cities in the County. According to the Districts the City's wastewater is directed to the Joint Water Pollution Control Plant (JWPCP) in the City of Carson³⁸ The JWPCP currently treats approximately 260 million gallons of wastewater per day (mgd), with a total capacity of 400 mgd.³⁹ **Table XIX-2, Project Wastewater Generation per Day**, illustrates estimated wastewater generation for the project.

³⁸ L.A. County Sanitation Districts, Facilities map, accessed January 25, 2022

³⁹ L.A. County Sanitation Districts, Joint Water Pollution Control Plant information page, accessed January 25, 2022 at: <https://www.lacsd.org/services/wastewater-sewage/facilities/joint-water-pollution-control-plant>

Table XIX-2
Project Wastewater Generation per Day

Previous Use	Units or Size	Generation Rate per Day*	Prior Wastewater Generation per Day
Chapel	168 seats (28 pews, 6 people per pew)	3 gal per fixed seat	504 gal
Preschool	30 students (estimated)	9 gal per student	270 gal
Auto Repair Garage	2,200 sf	50 gal per 1,000 sf	110 gal
Bar	2,500 sf	720 gal per 1,000 sf	1,800 gal
Total prior wastewater generation per day			2,684 gallons
Proposed Use	Units or Size	Generation Rate per Day	Proposed Wastewater Generation per Day
Single unit	15 units	70 gal per unit	1,050 gal
Double unit/Independent unit	45 units	140 gal per unit	6,300 gal
Community Dining	1,764 sf	350 gal per 1,000	617.4 gal
Classrooms	49 Students	11 gal per student	539 gal
Chapel	72 seats	3 gal per fixed seat	216 gal
Retail suites	2,657 sf	25 gal per 1,000 sf	66.4 gal
Total proposed wastewater generation per day			8,788.8 gallons
Estimated increase in wastewater generation per day			6,104.8 gallons
*All rates derived from the City of L.A. Bureau of Engineering Sewage Generation Factor chart, April 6, 2012.			

The total conservatively estimated increase in wastewater generation per day of 6,104.8 gallons would be 0.004 percent of the unused daily treatment capacity (140 mgd) of the JWPCP. Therefore, there would be adequate treatment capacity for the project and impacts to capacity would be less than significant.

Mitigation Measures: No mitigation measures are required.

d. Less than Significant Impact. The project may have a significant impact if would generate solid waste in excess of State or local standards, or in excess of the capacity of local infrastructure, or otherwise impair the attainment of solid waste reduction goals.

Waste collection services in the City are provided by CalMet Services, Inc. Solid waste generated by the project is subject to certain State requirements for waste diversion and separation. The California Integrated Waste Management Act of 1989 has been followed by a series of assembly bills including AB 341, AB 1826, and AB 876, which results in the facility being required to separate recyclables and organic waste, such as food waste, compostable paper, and landscape waste, so that they will be diverted from landfills and directed to recycling or composting facilities. This is to meet the State requirement to divert 50 percent of solid waste away from landfills. Waste service providers either provide various bins for separation at the source, or direct waste to sorting facilities, or a combination of both depending on circumstances. Waste that isn't diverted is directed to one or more landfills. The estimated solid waste generation rates for the project are detailed below in **Table XIX-3, Operational Solid Waste Generation**.

Table XIX-3
Operational Solid Waste Generation

Previous Use	Units or Size	Generation Rate per Day	Previous Solid Waste Generation per Day
Chapel	4,600 sf	0.007 lbs per sf	32.2 lbs
Preschool	30 students (estimated)	1 lbs per student	30 lbs
Auto Repair Garage	2,200 sf	0.9 lbs per 100 sf	19.8 lbs
Bar	143 people ¹	1 lbs per person	143 lbs
Total prior solid waste generation per day			225 lbs
Proposed Use	Units or Size	Generation Rate per Day	Proposed Solid Waste Generation per Day
Single units	15 units	5 lbs per unit	75 lbs
Double unit/Independent unit	45 units	10 lbs per unit	450 lbs
Community Dining	130 people	1 lbs per person	130 lbs
Classrooms	49 Students	1 lbs per student	49 lbs
Chapel	1,014 sf	0.007 lbs per sf	7.1 lbs
Retail suites	2,657 sf	2.5 lbs per 1,000 sf	6.6 lbs
Total Operations Solid Waste Generation per day			718 lbs
Total increase in solid waste generation per day			493 lbs
Source: Rates used reflect an average or best match of sample rates available from the CalRecycle Estimated Solid Waste Generation Rates, located at: https://www2.calrecycle.ca.gov/wastecharacterization/general/rates			
¹ Assuming 2,000 square-feet for patrons at 14 square-feet per person.			

The total estimated solid waste generated per day is 718 pounds, which is 493 pounds more than the previous uses. This is a conservative estimate as the community dining facility, classrooms, and chapel would not be used to capacity on a daily basis. Assuming a 50 percent diversion rate, a total of 246.5 pounds per day of solid waste would be destined for landfills, an increase of 134 pounds over the previous uses. This waste could potentially be directed to the Southeast Resource Recovery Facility (SERRF) for incineration in Long Beach, the Sunshine Canyon landfill in Sylmar, or possibly the Olinda Alpha landfill in Brea. According to the County, the SERRF has a daily permitted capacity of 2,240 tons and currently receives approximately 1,218 tons a day.⁴⁰ Sunshine Canyon has the capacity to accept 12,100 tons a day but receives 7,420 tons, and is projected to remain operational for 17 more years. According to Orange County Waste and Recycling the Olinda Alpha landfill is permitted to receive 8,000 tons per day, but only receives on average 7,000 tons per day, and is projected to remain operational until 2030.⁴¹ The project is located on an existing collection route and no changes to local service would be necessary to accommodate it. The refuse that will be generated by the project would amount to a small fraction of a percent increase to the waste accepted at any of the available disposal facilities, and therefore would not overwhelm the capacity of available facilities. Each available facility has more than enough capacity to accept the extra waste generated by the project.

The California Green Building Standards code requires that 65 percent of refuse generated from construction activities is diverted from landfills. To comply with this requirement Chapter 33 of the Paramount Municipal code requires projects to complete a Construction and Demolition Waste Diversion Plan which details the means and methods by which the project will achieve waste diversion goals. Compliance is monitored by the City, and waste that is ultimately directed to landfills would not be enough to overwhelm available facilities, as demonstrated above. Therefore, the project's impact on solid waste facilities, infrastructure, standards or goals, would be less than significant with regulatory compliance.

⁴⁰ Los Angeles County Public Works, Countywide Integrated Waste Management Plan 2020 Annual Report, October 2021.

⁴¹ Orange County, Waste and Recycling, accessed June 10, 2022 at: <https://oclandfills.com/landfills/olinda-landfill>.

Mitigation Measures: No mitigation measures would be required.

e. **Less Than Significant Impact.** A significant impact could occur if a project would generate solid waste that was not disposed of in accordance with applicable regulations.

The proposed project would generate solid waste that is typical of residential and office uses, and disposal through a professional waste collection service such as CalMet Services would routinely comply with all Federal, State, and local laws, statutes, and ordinances regarding the proper disposal of solid waste. Impacts would be less than significant.

Mitigation Measures: No mitigation measures are required.

	Potentially Significant Impact	Potentially Significant Unless Mitigation Incorporated	Less than Significant Impact	No Impact
XX. WILDFIRE.				
If located in or near state responsibility areas or land classified as very high fire hazard severity zones, would the project:				
a. Substantially impair an adopted emergency response plan or emergency evacuation plan?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
b. Due to slope, prevailing winds, and other factor, exacerbate wildfire risks, and thereby expose project occupants to pollutant concentrations from a wildfire or the uncontrolled spread of a wildfire?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
c. Require the installation of associated infrastructure (such as roads, fuel breaks, emergency water sources, power lines or other utilities) that may exacerbate fire risk or that may result in temporary or ongoing impacts to the environment?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
d. Expose people or structures to significant risks, including downslope or downstream flooding or landslides, as a result of runoff, post-fire slope instability, or drainage changes?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>

Impact Analysis**a-d. No Impact.**

Wildfire is fire associated with undeveloped spaces and wild growing vegetation. The project site is located within an urbanized area that has been fully developed for decades, and there are no large undeveloped wildland areas near the it. The project site is not located within or near an existing or proposed State Responsibility Area (SRA)⁴² or land classified as a VHFHSZ.⁴³ The nearest such areas are a VHFHSZ on the Palos Verdes peninsula and another just west of the City of Whittier, both roughly 11 miles away. Because the project site is not located in or near any SRAs or land classified as VHFHSZ, and not near any expanses of open space or wildlands, there would be no impacts in relation to wildfire.

Mitigation Measures: No mitigation measures are required.

⁴² Board of Forestry and Fire Protection, State Responsibility Area Viewer, Accessed on July 6, 2021 at: <https://bof.fire.ca.gov/projects-and-programs/state-responsibility-area-viewer/>.

⁴³ CalFire, FRAP, FHSZ Viewer, Accessed on July 6, 2021 at: <https://egis.fire.ca.gov/FHSZ/>.

	Potentially Significant Impact	Potentially Significant Unless Mitigation Incorporated	Less than Significant Impact	No Impact
XXI. MANDATORY FINDINGS OF SIGNIFICANCE.				
a. Does the project have the potential to substantially degrade the quality of the environment, substantially reduce the habitat of fish or wildlife species, cause a fish or wildlife population to drop below self-sustaining levels, threaten to eliminate a plant or animal community, substantially reduce the number or restrict the range of a rare or endangered plant or animal or eliminate important examples of the major periods of California history or prehistory?	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
b. Does the project have impacts that are individually limited, but cumulatively considerable? (“Cumulatively considerable” means that the incremental effects of an individual project are considerable when viewed in connection with the effects of past projects, the effects of other current projects, and the effects of probable future projects).	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
c. Does the project have environmental effects that cause substantial adverse effects on human beings, either directly or indirectly?	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>

Impact Analysis

a. Less Than Significant Impact. For the purpose of this analysis, a significant impact could occur if a project would significantly degrade the quality of the environment, substantially reduce the habitat of fish or wildlife species, cause a fish or wildlife population to drop below self-sustaining levels, threaten to eliminate a plant or animal community, reduce the number or restrict the range of a rare or endangered plant or animal or eliminate important examples of the major periods of California history or prehistory, beyond the impacts identified in earlier sections of this analysis.

As discussed above in Section IV. Biological Resources, the project site is located within an urbanized area that has been fully developed for decades. The project would not eliminate a plant or animal community or restrict the range of any plant or animal. As discussed in Section V, Cultural Resources, the project development would not eliminate any known important examples of the major periods of California history or prehistory, and it would not eliminate any unknown important examples of California prehistory through required compliance with regulatory requirements. Impacts would be less than significant and no additional mitigation measures are required.

Mitigation Measures: No additional mitigation measures are required.

b. Less Than Significant Impact. For the purpose of this analysis, a significant impact could occur if a project, in conjunction with other projects in the vicinity, would result in impacts that would be less than significant when viewed separately, but would be significant when viewed together.

The project is within an urbanized area of the City and would construct an eldercare facility on an infill site occupied by previous uses. As discussed in Section XIV, the scale of the Project is such that it would not significantly impact projected growth of the City, and as such it would not be anticipated to result in a cumulatively considerable contribution to regional impacts that could cause an adverse physical change in the environment. As concluded in this analysis, the project's incremental contribution to each evaluated issue would be less than significant, mitigated to less than significant, or would have no impact. As such, the project's contribution to cumulative impacts would be less than significant and no additional mitigation measures are required.

Mitigation Measures: No additional mitigation measures are required.

c. Less Than Significant Impact. A significant impact could occur if a project would have environmental effects that cause substantial adverse effects on human beings, either directly or indirectly.

As discussed in the preceding analysis, the project would create 60 senior living housing units and commercial and public ground floor uses in a developed urban area and would not produce any significant impacts upon the environment that cannot be mitigated. All relevant aspects of the project have been analyzed and there is no substantial evidence that the project would have environmental effects that cause substantial adverse effects on human beings, either directly or indirectly, therefore, impacts would be less than significant.

Mitigation Measures: No mitigation measures are required.

5.0 REFERENCES

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- City of Long Beach, Development Services, Planning Bureau, Historic Preservation: Historic Context Statement, July 10, 2009.

City of Long Beach Municipal Code Chapter 18.75.080 - Erosion control.

County of Los Angeles Department of Public Works, Countywide Integrated Waste Management Plan 2018 Annual Report (December 2019), Appendix E-2, Table 4.

6.0 PREPARERS

Envicom Corporation
4165 E. Thousand Oaks Boulevard, Suite 290
Westlake Village, CA 91362

Contributing Staff:

Ms. Laura Kaufman, Vice President, Environmental Services
Mr. Tim Rosenstein, Project Manager (Project Manager for the MND)
Mr. Dan Kaufman, Environmental Planner
Mr. Chris Boyte, Manager, GIS
Ms. Renee Mauro, Office Manager

FEBRUARY 14, 2023

REPORT

TREASURER'S REPORT FOR THE QUARTER ENDING DECEMBER 31,
2022.



To: Honorable City Council
From: John Moreno, City Manager
By: Kim Sao, Finance Director
Date: February 14, 2023

Subject: TREASURER'S REPORT FOR THE QUARTER ENDING DECEMBER 31, 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. 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 December 31, 2022, cash and investment totaled \$61,093,293. This was composed of \$9,984,244 in cash and \$51,109,049 in investments. For the quarter ending December, the City purchased ten (10) investments totaling \$5,277,795, with a par value of \$5,447,000. In the same period, three (3) investments matured.

Investments that include agencies, treasuries, and certificates of deposits totaled \$49,396,000 in par value with an average yield of 3.22% and maturity dates ranging from one month to five years. The City maintains its liquid balances mainly in the California Asset Management Program (CAMP) Pool account to take advantage of the higher interest rate that averaged 4.30%, while LAIF only averaged 2.17%. 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 December 31, 2022, the total interest earned was approximately \$374,000.

As of December 31, 2022, the City's investment portfolio is in compliance with the City's Investment Policy and have sufficient cash flow from a combination of liquid and maturing securities, bank deposits, and income to meet the City's expenditure requirements for the next six months.

FISCAL IMPACT

None.

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 12/31/2022
- 2) TVI Investment Portfolio Summary and Details as of 12/31/2022

City of Paramount
TREASURER'S REPORT
Cash and Investments
December 1 to December 31, 2022
Page 1

SCHEDULE I: SUMMARY OF CASH AND INVESTMENTS

ACCOUNTS	CASH December 31, 2022 (SCH II)	INVESTMENTS (1) December 31, 2022 (SCH III)	TOTAL December 31, 2022
General Operation Account	\$ 7,603,505	51,104,000	58,707,505
Successor Agency Account	267,234	5,049	272,283
Paramount Housing Authority Account	399,657	-	399,657
Payroll Account	22,558	-	22,558
Cash and Investments Held By City	\$ 8,292,954	51,109,049	59,402,003
Cash and Investments Held By Fiscal Agent	1,691,290	-	1,691,290
Total Cash and Investment Outstanding	\$ 9,984,244	51,109,049	61,093,293

SCHEDULE II: SUMMARY OF CHECKING ACCOUNTS ACTIVITY

ACCOUNTS	BALANCE December 1, 2022	RECEIPTS	DISBURSEMENTS	BALANCE December 31, 2022
General Operation Account (2)	\$ 4,554,979	10,890,529	7,842,003	7,603,505
Successor Agency Account	267,234	-	-	267,234
Paramount Housing Authority Account	399,657	-	-	399,657
Payroll Account	21,078	728,377	726,897	22,558
Total All Accounts	\$ 5,242,948	11,618,906	8,568,900	8,292,954

NOTES:

(1) Investments are shown at their book value.

(2) Receipts include \$2,170,117.51 transfer from CAMP and \$3,292,512.60 from US Bank.

Disbursements include \$1,000,000 transfer to CAMP and \$2,419,117.51 to US Bank.

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

City of Paramount
TREASURER'S REPORT
Investments
December 1 to December 31, 2022
Page 2

SCHEDULE III: INVESTMENT SCHEDULE

SECURITY BY ACCOUNT/INSTITUTION	PURCHASE DATE	MATURITY DATE	INTEREST RATE (3)	INVESTMENT AT BOOK VALUE	INVESTMENT AT PAR VALUE	INVESTMENT AT MARKET VALUE (4)
<u>I. Cash and Investments Held By City (1)</u>						
<u>City Accounts</u>						
California Asset Management (CAMP)	Open	Open	4.30%	\$ 2,384,841	NA	2,384,841
Local Agency Investment Fund (LAIF)	Open	Open	2.17%	\$ 278,565	NA	278,565
US Bank - Money Market	Open	Open		-	NA	-
US Bank (Investment Custody Account)	Varies	Varies		\$ 48,440,594	49,400,000	47,839,248
<u>Successor Agency - RDA - Accounts</u>						
Local Agency Investment Fund (LAIF)	Open	Open	2.17%	5,049	NA	5,049
Total Cash and Investments Held By City				\$ 51,109,049	49,400,000	50,507,703
<u>II. Cash Held By Fiscal Agent (2)</u>						
<u>2010/2015 Bond Issues:</u>						
Fidelity Treasury Money Market	Open	Maturity	3.89%	1,685,004	NA	1,685,005
<u>2021 Bond Issues:</u>						
Fidelity Treasury Money Market	Open	Maturity	3.89%	6,285	NA	6,285
Total Cash and Investments Held By Fiscal Agent				\$ 1,691,289	-	1,691,290
Total Outstanding Cash and Investments				\$ 52,800,338	49,400,000	52,198,993

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 December 31, 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:

Information contained within investment reports provided by Time Value Investments, Inc (TVI) are believed to be reliable but may not have been independently verified. TVI does not guaranty, represent or warrant, or accept any responsibility or liability as to, the accuracy, completeness or appropriateness of the information contained in these reports. Information contained herein may not be current due to, among other things, changes in the financial markets or economic environment. Opinions reflected in these reports are subject to change without notice. Forecasts represent estimates. Investing carries risk of losses. Information provided by Time Value Investments does not constitute, and should not be used as a substitute for, tax, legal or investment advice. Clients retain responsibility for their internal accounting policies, implementing and enforcing internal controls and generating ledger entries or otherwise recording transactions. Market prices on TVI reports are typically derived from the client's custodian's reports. Client is encouraged to confirm that market values on this report match those on custodian's report. Although TVI believes the prices to be reliable, the values of the securities do not always represent the prices at which the securities could have been bought or sold. Callable securities are subject to redemption prior to maturity and may be redeemed in whole or in part before maturity by the issuer, which could affect the yield represented. Certain call dates may not appear on the report if the call date has passed and if the security is continuously callable. Information provided for credit ratings is based upon a good faith inquiry of selected sources, but its accuracy and completeness is not guaranteed. All opinions expressed in this report constitute the judgments as of the dates indicated and are subject to change without notice. This report is for informative purposes only and is not intended as an offer or solicitation with respect to the purchase or sale of any product. Investment in securities involves risks, including the possible loss of the amount invested. None of the securities in this portfolio are in any way guaranteed from loss.

Portfolio Summary

Wgtd Avg YTM *	3.22%
Wgtd Avg YTM with Liq. Bal.*	3.07%
Wgtd Avg YTW **	3.22%
Wgtd Avg Mat with Liq. Bal.	1.54 yrs

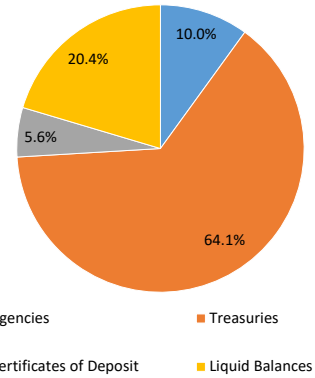
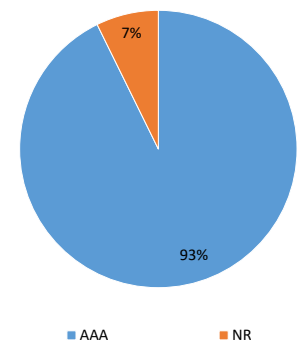
Par Value	49,396,000
Liquid Balances	12,652,698
Total Par with Liquid Bal.	62,048,698

Market Value 12/31/2022	47,839,248
Curent MV with Liquid Bal.	60,491,946

Portfolio Composition (incl. Liquid Balances)

<u>Sector</u>	<u>Par Value</u>	<u>YTM *</u>	<u>Weight</u>
Agencies	6,200,000	3.77%	10.0%
Treasuries	39,750,000	3.10%	64.1%
Certificates of Deposit	3,446,000	3.59%	5.6%
Municipal Bonds			
Corporate Bonds			
Mortgages			
Commercial Paper			
Total	49,396,000	3.22%	79.6%

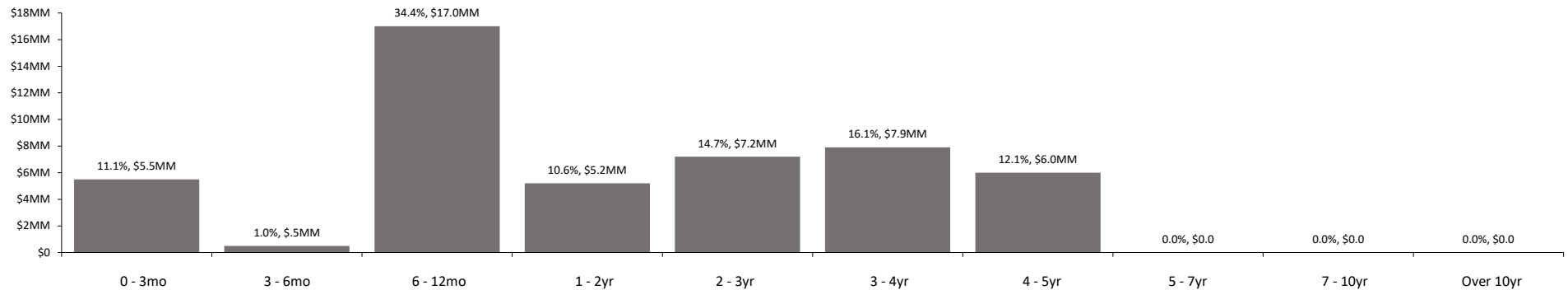
<u>Account Name</u>	<u>Balance</u>	<u>Rate</u>	<u>Weight</u>
WF Checking	8,292,954	1.65%	13.4%
CAMP	2,384,841	4.30%	3.8%
Fiscal Agent	1,691,289	3.89%	2.7%
LAIF	283,614	2.17%	0.5%
Total Liquid Balances	12,652,698	2.46%	20.4%


Portfolio Ratings (Best**)**


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

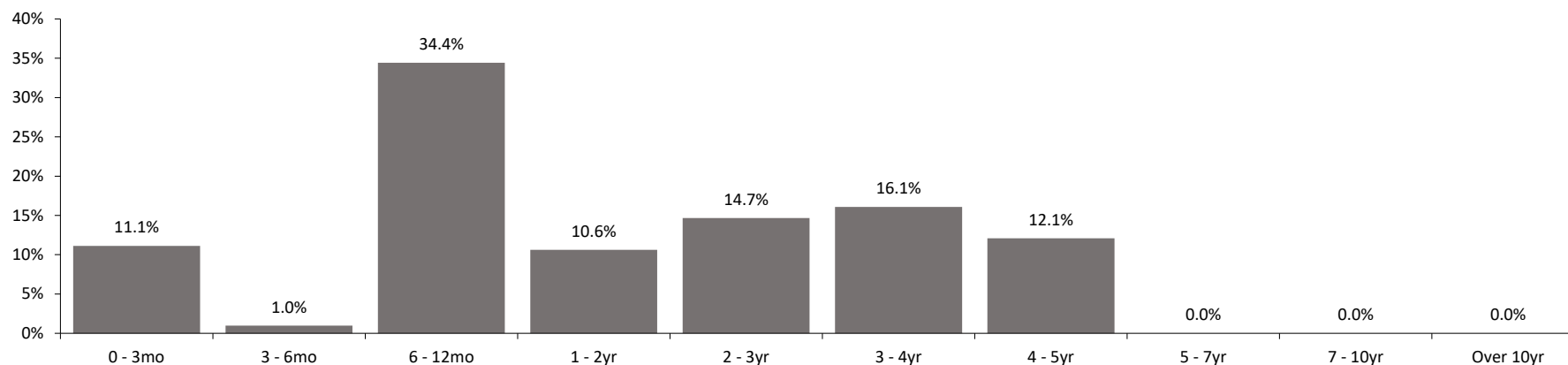
* Purchase Yield to Maturity

** Purchase Yield to Worst

Maturity Distribution

Performance versus Benchmark as of 12/31/2022
Excluded Securities

	1Yr Average	As of 12/31/2022	1Mo Ago	3Mos Ago	6Mos Ago	9Mos Ago	As of 12/31/2021	1Yr Ago	3Yrs Ago	5Yrs Ago	Cusip	Par Amount
<u>Yield to Maturity:</u>												
Portfolio	n/a	3.22%	n/a	n/a	n/a	n/a	n/a	n/a	n/a	n/a		
2-Year Treasury	3.17%	4.41%	4.38%	4.22%	2.92%	2.28%	0.73%	0.73%	1.56% (12/20)	1.89%		
Fed Funds	2.14%	4.50%	4.00%	3.25%	1.75%	0.50%	0.25%	0.25%	1.75%	1.50%		

Maturity Distribution



Portfolio Details - Sorted by Maturity

#	CUSIP/Sec-ID	Sec Desc 1	Weight	Par Value	Coupon *	Settle Dt	Mat Dt	Nxt Call Dt	Rating ***	YTM **	YTW **	Duration	Call Type	Estimated Bps to Call	Estimated Redem. Date
1	912796XT1	B 02/02/23	4.0%	2,000,000	0.00	8/4/2022	2/2/2023		AAA	2.91	2.91	0.09			2/2/2023
2	91282CBN0	T 0 1/8 02/28/23	4.0%	2,000,000	0.13	8/3/2022	2/28/2023		AAA	2.87	2.87	0.16			2/28/2023
3	912828Q29	T 1 1/2 03/31/23	3.0%	1,500,000	1.50	8/3/2022	3/31/2023		AAA	2.93	2.93	0.24			3/31/2023
4	67523TBC6	OCFC 2.9 06/29/23	0.5%	243,000	2.90	6/29/2022	6/29/2023		NR	2.90	2.90	0.48			6/29/2023
5	75524KNZ3	CFG 2.85 06/29/23	0.5%	243,000	2.85	6/29/2022	6/29/2023		NR	2.85	2.85	0.48			6/29/2023
6	912828Y61	T 2 3/4 07/31/23	24.3%	12,000,000	2.75	7/1/2022	7/31/2023		AAA	2.87	2.87	0.56			7/31/2023
7	9128284X5	T 2 3/4 08/31/23	4.0%	2,000,000	2.75	6/27/2022	8/31/2023		AAA	2.95	2.95	0.64			8/31/2023
8	9128285D8	T 2 7/8 09/30/23	6.1%	3,000,000	2.88	6/27/2022	9/30/2023		AAA	3.00	3.00	0.72			9/30/2023
9	9128282U3	T 1 7/8 08/31/24	4.0%	2,000,000	1.88	6/27/2022	8/31/2024		AAA	3.15	3.15	1.60			8/31/2024
10	912828YH7	T 1 1/2 09/30/24	6.1%	3,000,000	1.50	6/27/2022	9/30/2024		AAA	3.15	3.15	1.69			9/30/2024
11	20367GBL2	COMCAL 4.4 12/23/24	0.5%	249,000	4.40	12/22/2022	12/23/2024		NR	4.40	4.40	1.98			12/23/2024
12	3135G03U5	FNMA 0 5/8 04/22/25	1.0%	500,000	0.63	11/10/2022	4/22/2025		AAA	4.76	4.76	2.24			4/22/2025
13	9128284R8	T 2 7/8 05/31/25	1.0%	500,000	2.88	11/10/2022	5/31/2025		AAA	4.64	4.64	2.29			5/31/2025
14	91282CEU1	T 2 7/8 06/15/25	1.5%	750,000	2.88	11/10/2022	6/15/2025		AAA	4.63	4.63	2.33			6/15/2025
15	38150VDN6	GS 3.35 07/07/25	0.5%	245,000	3.35	7/6/2022	7/7/2025		NR	3.35	3.35	2.34			7/7/2025
16	795451BQ5	SALLMA 3.4 07/07/25	0.5%	245,000	3.40	7/6/2022	7/7/2025		NR	3.40	3.40	2.34			7/7/2025
17	9128284Z0	T 2 3/4 08/31/25	4.0%	2,000,000	2.75	6/27/2022	8/31/2025		AAA	3.28	3.28	2.50			8/31/2025
18	9128285C0	T 3 09/30/25	6.1%	3,000,000	3.00	6/27/2022	9/30/2025		AAA	3.28	3.28	2.58			9/30/2025
19	3135G0K36	FNMA 2 1/8 04/24/26	1.5%	750,000	2.13	12/19/2022	4/24/2026		AAA	3.84	3.84	3.12			4/24/2026

Portfolio Details - Sorted by Maturity

#	CUSIP/Sec-ID	Sec Desc 1	Weight	Par Value	Coupon *	Settle Dt	Mat Dt	Nxt Call Dt	Rating ***	YTM **	YTW **	Duration	Call Type	Estimated Bps to Call	Estimated Redem. Date
20	78577TJS5	SBDSAV 4.7 05/18/26	0.5%	249,000	4.70	11/17/2022	5/18/2026		NR	4.70	4.70	3.38			5/18/2026
21	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	3.22			5/31/2026
22	9128287B0	T 1 7/8 06/30/26	1.5%	750,000	1.88	12/19/2022	6/30/2026		AAA	3.74	3.74	3.32			6/30/2026
23	3133ENV72	FFCB 4 1/2 07/27/26	1.4%	700,000	4.50	11/10/2022	7/27/2026		AAA	4.59	4.59	3.23			7/27/2026
24	912828YD6	T 1 3/8 08/31/26	4.0%	2,000,000	1.38	6/27/2022	8/31/2026		AAA	3.30	3.30	3.48			8/31/2026
25	3135G0Q22	FNMA 1 7/8 09/24/26	6.1%	3,000,000	1.88	6/27/2022	9/24/2026		AAA	3.33	3.33	3.51			9/24/2026
26	3133ELPV0	FFCB 1.53 03/02/27	0.5%	250,000	1.53	9/1/2022	3/2/2027		AAA	3.38	3.38	3.92			3/2/2027
27	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	3.99			4/30/2027
28	912828X88	T 2 3/8 05/15/27	3.0%	1,500,000	2.38	9/1/2022	5/15/2027		AAA	3.33	3.33	4.06			5/15/2027
29	254673L38	DFS 3.4 07/06/27	0.5%	245,000	3.40	7/6/2022	7/6/2027		NR	3.40	3.40	4.05			7/6/2027
30	02589AD82	AXP 3.4 07/06/27	0.5%	245,000	3.40	7/6/2022	7/6/2027		NR	3.40	3.40	4.04			7/6/2027
31	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	4.17			7/31/2027
32	14042RTN1	COF 3.4 08/10/27	0.5%	245,000	3.40	8/10/2022	8/10/2027		NR	3.40	3.40	4.13			8/10/2027
33	3133ENG87	FFCB 2.92 08/17/27	0.5%	250,000	2.92	9/1/2022	8/17/2027		AAA	3.33	3.33	4.19			8/17/2027
34	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	4.22			8/31/2027
35	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	4.69			9/9/2027
36	89235MPB1	TOYFBN 3.6 09/09/27	0.5%	245,000	3.60	9/9/2022	9/9/2027		NR	3.60	3.60	4.19			9/9/2027
37	3130ATS40	FHLB 4 3/8 09/10/27	1.5%	750,000	4.38	11/10/2022	9/10/2027		AAA	4.34	4.34	4.15			9/10/2027
38	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	4.22			9/15/2027
39	31033AAH6	FARMOK 3.85 12/22/27	0.5%	249,000	3.85	12/22/2022	12/22/2027		NR	3.85	3.85	4.98			12/22/2027
40	58404DRF0	MEDBNK 3.9 12/30/27	0.5%	249,000	3.90	12/30/2022	12/30/2027		NR	3.90	3.90	5.00			12/30/2027
TOTAL and AVERAGES				49,396,000	2.34		1.94 yrs	1.94 yrs		3.22	3.22	1.82			

* Semi-Annual interest payment

** Yields calculated using cost price, at settlement date

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

FEBRUARY 14, 2023

AWARD OF CONTRACT

CITY HALL KITCHEN RENOVATION (CITY PROJECT NO. 9384)

MOTION IN ORDER:

1) APPROPRIATE AN ADDITIONAL \$15,000 FROM THE AVAILABLE GENERAL FUND BALANCE, AND 2) AWARD THE CONTRACT FOR THE CITY HALL KITCHEN RENOVATION TO CORRAL CONSTRUCTION & DEVELOPMENT, INC., COMMERCE, CALIFORNIA, IN THE AMOUNT OF \$73,846.00, AND AUTHORIZE THE MAYOR OR HER DESIGNEE TO EXECUTE THE AGREEMENT.

MOTION:

MOVED BY: _____

SECONDED BY: _____

[] APPROVED

[] DENIED

ROLL CALL VOTE:

AYES: _____

NOES: _____

ABSENT: _____

ABSTAIN: _____



To: Honorable City Council
From: John Moreno, City Manager
By: Adriana Figueroa, Public Works Director
Celina Sanchez, Management Analyst
Date: February 14, 2023

**Subject: AWARD OF CONTRACT FOR CITY HALL KITCHEN RENOVATION
(CITY PROJECT NO. 9384)**

BACKGROUND

The Paramount City Hall is the City's main government facility that houses four of the City's seven departments, which share a kitchen space. There have been many exterior and interior changes and upgrades to the facility including the recently awarded City Hall office furniture upgrade and replacement project that will enhance the work environment and utilize office space more efficiently and effectively. For over 30 years, the City Hall kitchen has not undergone changes. Some of these warranted changes include a new floorplan layout, updated kitchen appliances, drawer hardware, cabinetry, and paint. These imperative changes will ultimately create a more spacious and aesthetically pleasing common area with enhanced modern amenities. Not included in this contract, but to follow the start of the project, will be additional purchases related to the kitchen renovation for indoor and outdoor tables and chairs, minor appliances, and landscape planters. These will be purchased in accordance with the City's purchasing policy.

DISCUSSION

On January 26, 2023, the Director of Public Works opened and examined the bids for the City Hall Kitchen Renovation (CIP 9384). The bids were opened at 11:00 AM at the City Yard.

Four (4) bids were received and ranged from \$73,846 to \$239,761.02. The apparent low bid was submitted by Corral Construction & Development, Inc. in the amount of \$73,846, which is \$13,846 above the budgeted amount of \$60,000 allocated in the FY 2022-23 budget.

Attached is the list of bidders.

FISCAL IMPACT

Funding for this project was included in the FY 2022-23 Capital Improvement Projects Budget utilizing General Funds; however, an additional \$15,000 will need to be included to cover the additional contract costs.

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 1) appropriate an additional \$15,000 from the available general fund balance, and 2) award the contract for the City Hall Kitchen Renovation to Corral Construction & Development, Inc., Commerce, California, in the amount of \$73,846.00, and authorize the Mayor or her designee to execute the agreement.

JOB NAME: CITY HALL KITCHEN RENOVATION (CIP 9384)

BID DATE: THURSDAY, JANUARY 26, 2023

BID TIME: 11:00 AM

	<u>Company Name</u>	<u>Company Address</u>	<u>Bid Amount</u>
1.	Corral Construction & Development, Inc.	Commerce, CA	\$73,846.00
2.	Remmi Construction	Riverside, CA	\$124,000.00
3.	Junior's Construction, Inc.	Compton, CA	\$126,898.39
4.	Birdgroup Construction	Rancho Cucamonga, CA	\$239,761.02

**SERVICE AGREEMENT BY AND BETWEEN THE
CITY OF PARAMOUNT
AND
CORRAL CONSTRUCTION & DEVELOPMENT
FOR CITY HALL KITCHEN RENOVATION (CIP 9384)**

THIS AGREEMENT is made and entered into this 14th day of February 2023 by and between the CITY OF PARAMOUNT, hereinafter referred to as the "CITY," and CORRAL CONSTRUCTION & DEVELOPMENT, hereinafter referred to as the "CONTRACTOR."

I. RECITAL

A. PURPOSE. The purpose of this AGREEMENT is to allow the CITY to procure the services of a qualified contractor to provide construction services in connection with the CITY'S City Hall kitchen renovation project and to have these contractor services based upon the terms and conditions hereinafter set forth.

II. TERMS AND CONDITIONS

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

B. TERMS. This AGREEMENT shall commence as of 14th day of February 2023 and shall remain in full force and effect until such time either party gives written notice of termination in accordance with those provisions set forth in paragraph P. At the time of such extensions, this AGREEMENT shall be amended as to the changes, if any, in the terms, responsibilities and compensation as determined in writing between the CITY and CONTRACTOR.

C. SCOPE OF SERVICES. Under the supervision of the Director of Public Works or her designee, the CONTRACTOR shall provide all services as detailed in the CONTRACTOR's Proposal dated January 26, 2023 and attached herein as Exhibit "A". In the event of any conflict between the provisions of this AGREEMENT and Exhibit "A," the terms of this AGREEMENT shall prevail.

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

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

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

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

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

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

F. INDEPENDENT CONTRACTOR.

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

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

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

G. INDEMNIFICATION.

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

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

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

H. PREVAILING WAGES.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

III. EQUAL EMPLOYMENT OPPORTUNITY

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

A. EQUAL OPPORTUNITY.

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

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

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

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

IV. CONFLICT OF INTEREST

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

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

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

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

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

V. NOTICES

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

To the CONTRACTOR: Corral Construction & Development, Inc.
5211 E. Washington Blvd. 2-122
Commerce, CA 90040

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

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

CITY OF PARAMOUNT

**CORRAL CONSTRUCTION &
DEVELOPMENT, INC.**

By: _____
Adriana Figueroa,
Public Works Director

By: _____
Name, Title

ATTEST:

By: _____
Heidi Luce, City Clerk

APPROVED AS TO FORM:

By: _____
John E. Cavanaugh, City Attorney

Exhibit "A"



REQUEST FOR BID BID PROPOSAL SHEET

City Project – **CITY HALL KITCHEN RENOVATION (CIP 9384)**
located at 16400 Colorado Avenue, Paramount, CA 90723

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

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

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

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

Bids must be submitted to the City of Paramount no later than **Thursday, January 26, 2023 at the hour of 11:00 a.m.** at the following address:

City of Paramount – Public Works Department
Attn: Sarah Ho
15300 Downey Avenue
Paramount, CA 90723

The undersigned hereby proposes and agrees to provide services in accordance with the attached General Provisions and Specifications at the stated price: \$ 73,846.

Signature of Bidder *[Signature]*

Firm Name CORRAL CONSTRUCTION + DEVELOPMENT INC

Business Address 5211 E. WASHINGTON BLVD. 2-122 COMMERCE, CA 90040

Telephone No. (562) 762-6632

Bidder's Contractor License No. 928805 DIR No. 1000019244

Dated this 26 day of JANUARY, 2023.

FEBRUARY 14, 2023

APPROVAL OF AGREEMENT WITH LAURINCO INTERIOR PLANNING
AND DESIGN FOR INTERIOR AND EXTERIOR PLANNING AND DESIGN
CONSULTING SERVICES

MOTION IN ORDER:

1) APPROPRIATE AN ADDITIONAL \$100,000 FROM THE AVAILABLE
FUND BALANCE IN THE EQUIPMENT REPLACEMENT FUND; 2)
AUTHORIZE THE CITY MANAGER TO ENTER INTO AN AGREEMENT
WITH LAURINCO INTERIOR PLANNING AND DESIGN FOR PLANNING
AND DESIGN CONSULTING SERVICES IN AN AMOUNT NOT TO
EXCEED \$150,000.

MOTION:

MOVED BY: _____

SECONDED BY: _____

[] APPROVED

[] DENIED

ROLL CALL VOTE:

AYES: _____

NOES: _____

ABSENT: _____

ABSTAIN: _____



To: Honorable City Council
From: John Moreno, City Manager
By: Andrew Vialpando, Assistant City Manager
Date: February 14, 2023

Subject: APPROVAL OF AGREEMENT WITH LAURINCO INTERIOR PLANNING AND DESIGN FOR INTERIOR AND EXTERIOR PLANNING AND DESIGN CONSULTING SERVICES

BACKGROUND

The Paramount City Hall is the City's main government facility for its residents, providing an array of municipal services. Similarly, the City Yard is the headquarters for the City's Community Services and Public Works Departments. Combined, City Hall and the City Yard serve as the administrative headquarters for six of the City's seven departments, with over 80 employees conducting day-to-day business to ensure critical municipal operations. Over the years, both facilities have grown in their physical exterior footprint and internally. As the City's municipal services have grown over time, the number of staff and office space needed to perform the essential duties have also increased.

When new office space is needed, office layouts are reconfigured by installing non-load bearing walls to create new walls for offices, and workspaces are commonly altered to fit into tight spaces. This has resulted in the potential positioning of office space that falls short of federal and state American Disability Act (ADA) standards and possible incompliance with modern building codes. Moreover, the crowded positioning of office spaces does not take into consideration proper ventilation, energy efficiency, and makes for confusing layouts for the public when navigating our facilities. To provide a work environment for employees that is compliant with current building codes, more energy efficient and achieves a more effective use of space, staff commissioned a consultant to redesign the layouts of certain areas of the City Hall.

DISCUSSION

Laurinco Interior Planning and Design (Laurinco) was hired in August 2022 to provide staff planning and design services for the City Hall employee kitchen/breakroom and the main conference room area. An Agreement was entered with Laurinco for \$33,800 to perform the services, including updating building plans, development documents, furniture and fixtures, and contract administration (Attachment A). The Agreement amount was below the City Manager's purchasing authority of \$40,000 for Professional Services pursuant to Section 3.12.080 of the City's Municipal Code and did not require City Council approval.

As the project progressed, the reasonable costs and quality of Laurinco's work proved to be exceptional, prompting staff to commission additional work that includes redesign concepts and plans for the Planning and Building wing of the City Hall facility to make the area more accessible and functional for customers and staff. This additional work was quoted at \$35,490, excluding furniture and fixtures (Attachment B). Combined, the total planning and design work commissioned so far for three City Hall projects is \$69,290.

Staff desires to also engage with Laurinco to provide additional planning and design services based on the high quality of work and economy of scale. The additional work is intended to optimize the functionality and use of certain areas of the City Yard and the City Hall main lobby. Staff estimates that these additional services for the City Hall main lobby and City Yard may cost approximately \$80,000.

Given the multiple change orders and projects associated with the consultant's scope of work, it is prudent to enter into a new Professional Services Agreement with Laurinco to accurately reflect the updated scope of work. As a result, staff recommends that the City enter into a Professional Services Agreement with Laurinco on an as-needed basis for interior and exterior planning, and design consulting services in an amount not to exceed \$150,000, which includes the cost for work already performed.

Staff has determined that contracting with Laurinco for the aforementioned planning and design services will save time, money, and resources considering that Laurinco is already familiar with the scope of work, and therefore is in the best interest of the City. The City's Purchasing Policy allows for foregoing formal bidding procedures pursuant to Paramount Municipal Code Section 3.12.070. Specifically, subsection H provides that, "The bidding requirements of Section 3.12.060 may be waived by the City Council when, in the opinion of the City Council, compliance with the procedures is not in the best interest of the City."

FISCAL IMPACT

Funding of \$100,000 for the City Hall Furniture Upgrade project (CIP No. 9382) was appropriated in the FY 2022-23 Adopted Budget in the Equipment Replacement Fund (ERF), however \$50,000 was repurposed for a portion of these services provided by Laurinco. If approved, the FY 2022-23 Adopted Budget would be amended in the amount of \$100,000 to cover the additional proposed costs. This amount would be appropriated in the ERF, which has a current balance of over \$2.5 million, and added to the Capital Improvement Project (CIP) list of projects.

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 Nos. 5: Attractive and Well Maintained Infrastructure, and 6: Efficient, Effective, and Fiscally Responsible.

RECOMMENDED ACTION

It is recommended that the City Council 1) appropriate an additional \$100,000 from the available fund balance in the Equipment Replacement Fund; 2) Authorize the City Manager to enter into an Agreement with Laurinco Interior Planning and Design for planning and design consulting services in an amount not to exceed \$150,000.

Attachments:

A – Initial Agreement with Laurinco

B – Change Order for Planning and Building Department Redesign

ATTACHMENT A

AGREEMENT FOR PROFESSIONAL INTERIOR DESIGN SERVICES

THIS AGREEMENT ("Agreement") is made effective on 1st day of August, 2022, between the City of Paramount, a municipal corporation in Los Angeles County, California, (hereinafter "CITY") and Laurinco a commercial interior planning and design firm, with its primary office located at 9891 Irvine Center Drive Suite 200, Irvine, CA 92618, (hereinafter "CONSULTANT") (collectively, "the Parties").

RECITALS

WHEREAS, CITY and CONSULTANT each desire to enter into an Agreement whereby CONSULTANT will perform consulting services for CITY; and

WHEREAS, CITY staff does not have the expertise or capacity to perform this work in-house.

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

1. DESCRIPTION OF SERVICES

CONSULTANT shall perform interior planning and design services as more particularly described in CONSULTANT'S proposals attached hereto as Exhibit "A" and incorporated herein by reference as if fully set forth. In the event of any conflict between CONSULTANT'S proposals and this Agreement, the terms of this Agreement shall apply.

2. COMPENSATION

- (a) Except as otherwise provided herein, CITY agrees to pay CONSULTANT as full compensation for all services and duties performed. The total compensation to be paid under this Agreement shall not exceed \$40,000.
- (b) CONSULTANT will submit invoices monthly for actual services performed. Invoices shall be submitted on or about the first business day of each month, or as soon thereafter as practical, for services provided in the previous month. Payment shall be made within thirty (30) days of receipt of each invoice as to all non-disputed fees. If the CITY disputes any of CONSULTANT's fees, it shall give written notice to CONSULTANT within thirty (30) days of receipt of an invoice of any disputed fees set forth on the invoice.

3. MATERIALS AND SUPPLIES

Without modifying or waiving those provisions under Section 4. hereinbelow, CITY agrees to provide office space, supplies, equipment, and support services required to maintain all records and correspondence connected with the professional interior design services. No personal use of CITY equipment, supplies or services is allowed and CONSULTANT shall comply with all CITY policies regarding use of CITY resources.

4. INDEPENDENT CONTRACTOR

- A. CITY and CONSULTANT agree and represent this Agreement is entered into with the understanding CONSULTANT is not an employee of CITY and is intended, for all purposes, to have the status of independent contractor under Labor Code Section 2776.

In the event the CITY determines a legal, judicial, or administrative determination has a material effect upon the status of CONSULTANT as an independent contractor, the CITY shall have the right, with or without notice, to automatically terminate the Agreement. In the CITY's sole discretion, the CITY may propose modification of the Agreement's terms to permit CONSULTANT's continued provision of services.

- B. CONSULTANT is and shall at all times remain as to the CITY a wholly independent contractor. CONSULTANT shall be free from control and direction of the CITY in connection with the performance of duties, and CONSULTANT retains exclusive discretion in how to perform duties, subject to other terms and conditions of this Agreement. The personnel performing the services under this Agreement on behalf of CONSULTANT shall at all times be under CONSULTANT's exclusive direction and control. Neither CITY nor any of its officers, employees, or agents shall have control over the conduct of CONSULTANT or any of CONSULTANT's officers, employees, or agents, except as set forth in this Agreement.
- C. CONSULTANT shall not at any time or in any manner represent that it or any of its officers, employees, or agents are in any manner officers, employees, or agents of the CITY. CONSULTANT shall not incur or have the power to incur any debt, obligation, or liability whatsoever against CITY, or bind CITY in any manner.
- D. No employee benefits shall be available to CONSULTANT in connection with the performance of this Agreement. Except for the fees paid to CONSULTANT as provided in the Agreement, CITY shall not pay salaries, wages, or other compensation to CONSULTANT for performing services hereunder for CITY. CITY shall not be liable for compensation or indemnification to CONSULTANT for injury or sickness arising out of performing services hereunder.

5. TERM OF AGREEMENT

The term of this Agreement shall be for one (1) year effective from August 1, 2022, or upon reaching the "not-to-exceed" compensation amount, whichever occurs first. This Agreement may be terminated by giving written notice to the other party of that party's intention to so terminate.

This Agreement shall be terminated thirty (30) days from and after the date of delivery or mailing of a notice of cancellation by either party, unless the notice specifies otherwise.

6. TERMINATION OF AGREEMENT WITHOUT CAUSE

- A. Except as otherwise provided in Section 4. hereinabove, either party may terminate this Agreement, or any portion hereof, by serving upon the other party at least ten (10) days prior written notice. Upon receipt of said notice, the CONSULTANT shall immediately cease all work under this Agreement, unless the notice provides otherwise. If a portion of this Agreement is terminated, such termination shall not make void or invalidate the remainder of this Agreement.
- B. In the event this Agreement is terminated pursuant to this Section, the CITY shall pay to CONSULTANT the actual value of the work performed up to the time of termination. Upon termination of the Agreement, pursuant to this Section, the CONSULTANT will submit an invoice to the CITY pursuant to Section 2. of this Agreement.

7. DEFAULT

- A. Either party's failure to comply with the provisions of this Agreement shall constitute a default. In the event that either party is in default for cause under the terms of this Agreement, the affected party shall promptly notify the deficient party of such default and following such notice shall have no obligation or duty to continue compensating or providing any work after the date of default and can terminate this Agreement immediately by written notice to the other party. If such failure hereunder arises out of causes beyond either party's control, and without fault or negligence, it shall not be considered a default.
- B. If CITY determines the CONSULTANT is in default in the performance of any of the terms or conditions of this Agreement, the CITY shall cause to be served upon the CONSULTANT a written notice of the default. The CONSULTANT shall have ten (10) days after service of default notice to cure the default as directed by the CITY in the notice. In the event the CONSULTANT fails to cure its default within such period of time, the CITY shall have the right, notwithstanding any other provision of this Agreement, to terminate this Agreement without further notice and without prejudice to any other remedy to which it may be entitled at law, in equity or under this Agreement.

8. AMENDMENT

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

9. NONDISCRIMINATION

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

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

10. INDEMNIFICATION

CONSULTANT shall indemnify, defend, and hold harmless the CITY, and its officers, employees, and agents ("Indemnitees"), from and against any and all causes of action, claims, liabilities, obligations, judgments, or damages, including reasonable attorney's fees and costs of litigation, arising out of the CONSULTANT's performance under this Agreement or out of the work performed by CONSULTANT, including the CITY's active or passive negligence, except for such loss or damage arising from the sole negligence or willful misconduct of the CITY. In the event the Indemnitees are made a party to any action, lawsuit, or other adversarial proceeding arising from CONSULTANT's performance of this Agreement, the CONSULTANT shall provide a defense to the Indemnitees or at the CITY's option, reimburse the Indemnitees their costs of defense, including reasonable attorney's fees, incurred in defense of such claims.

Payment by CITY is not a condition precedent to enforcement of this indemnity. In the event of any dispute between CONSULTANT and CITY, as to whether liability arises from the sole negligence of the CITY or its officers, employees, or agents, CONSULTANT will be obligated to pay for CITY's defense until such time as a final judgment has been entered adjudicating the CITY as solely negligent. CONSULTANT will not be entitled in the absence of such a determination to any reimbursement of defense costs including but not limited to attorney's fees, expert fees, and costs of litigation.

11. LEGAL RESPONSIBILITIES

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

12. INSURANCE

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

☒ Commercial general liability and property damage insurance. Coverage: \$1,000,000 per occurrence. The general aggregate limit shall be twice the required occurrence limit.

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

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

(b) General Provisions.

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

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

(iii) The limits of insurance required in the Agreement may be satisfied by a combination of primary and umbrella or excess insurance. Any umbrella or excess insurance shall contain or be endorsed to contain a provision that such coverage shall also

apply on a primary and non-contributory basis for the benefit of the CITY (if agreed to in a written contract) before the CITY's own insurance or self-insurance shall be called upon to protect it as a named insured.

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

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

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

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

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

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

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

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

16. CITY BUSINESS LICENSE

In addition to any other permits or licenses, CONSULTANT shall obtain, maintain and comply with the requirements for a current City business license during the term of this Agreement.

17. GOVERNING LAW

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

18. ENTIRE AGREEMENT

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

19. SEVERABILITY

Any part, provision, or representation of this Agreement or any of its exhibits, including, but not limited to Exhibit "A", which is prohibited or which is held to be void or unenforceable by a court of competent jurisdiction, shall be ineffective to the extent of such prohibition or unenforceability without invalidating the remaining provisions hereof.

20. AUTHORITY TO EXECUTE THIS AGREEMENT

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

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

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

Laurinco

BY: 

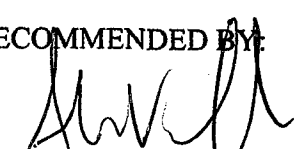
Title: Principal

CITY OF PARAMOUNT
A Municipal Corporation

By: 

John Moreno
City Manager

RECOMMENDED BY:


Andrew Vialpando
Assistant City Manager

APPROVED AS TO FORM:

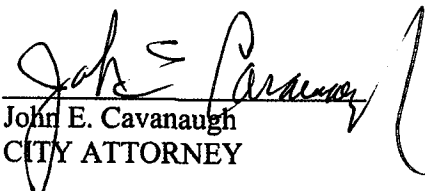

John E. Cavanaugh
CITY ATTORNEY

EXHIBIT A



9891 Irvine Center Drive Suite 200, Irvine CA 92618

Main: 949.398.8205 | www.laurinco.com

Service Contract #1

To City of Paramount
16400 Colorado Ave.
Paramount, CA 90723

Date December 19, 2022

Project City of Paramount
City Hall Kitchen Renovation CIP 9384
/Breakroom

Attention Andrew Vialpando

Proposal Number: 16.57.002.22

Laurinco has been authorized to proceed with the following services for City of Paramount (City Hall Kitchen Renovation CIP 9384 - Breakroom) located at 16400 Colorado Ave., Paramount, CA 90723

The scope of services includes the following areas:

Hourly fee for Design Services, Documentation, Construction Administration and FF&E

Task	Description	Hours	Fee	Total
DDV03	Design Development Concept development of design services as requested on an hourly basis. Concept Design revision and meeting	6 x	\$130.00 =	\$780.00
DOC04	Design Documentation Pricing document as requested on an hourly basis. City Submission drawing, meeting, final drawing revision (SMEP engineering and coordination not included)	48 x	\$130.00 =	\$6,240.00
CAA05	Contract Administration Coordination and administration of design services as requested on an hourly basis. (3) construction meetings, shop drawing and submittal review, and (1) punchlist GC RFI coordination and phone administration - up to 8 hrs maximum	38 x	\$130.00 =	\$4,940.00
FFE06	Furniture, Fixtures and Equipment Design Services and Furniture dealer coordination as requested on an hourly basis. For interior banquette, side seating table, console table, exterior table and seating	28 x	\$130.00 =	\$3,640.00

TOTAL: \$15,600.00
HOURLY NOT TO EXCEED

Acceptance:

LAURINCO
9891 Irvine Center Dr., #200
Irvine, CA 92618
(949) 398-8205

CITY OF PARAMOUNT
16400 Colorado Ave.
Paramount, CA 90723
(562) 220-2022

Signature:



Julie Laurin

Principal

Monday, December 19, 2022

Date

Signature:

Printed Name and Title:

Date

The information and content herein is considered confidential and proprietary to the office of Laurinco

Fees and Payments

Laurinco shall perform all such basic services on an hourly fee for City of Paramount as described above. Upon written consent, Laurinco will perform optional services described above for the listed amount.

Payments

Laurinco will submit monthly invoices. All invoices are payable within 30 days of receipt and becomes delinquent thereafter. A late charge will be added to delinquent amounts at the rate of one-and-one-half percent (1.5%) (or the maximum allowable by law, whichever is lower) on all overdue balances. Payments shall be credited first to late payment charges, and secondly to unpaid balances.

Reimbursable Expenses

Client shall pay Laurinco's reimbursable expenses incurred in connection with this Agreement as follows: (a) incidental and out-of-pocket expenses including but not limited to costs for telephone calls, postage, shipping, overnight courier, service bureaus, fees charged by bureaus (i.e. building department), authorized consultants, and fees charged by authorized consultants, reproduction, plotting, copying, models, presentation materials, computer expenses, parking fees and tolls, and transportation at cost plus Laurinco's standard markup of 15%, and, if applicable, a mileage reimbursement at \$0.625 per mile outside of Orange County; (b) travel expenses including transportation, meals, and lodging, incurred by Laurinco as authorized by the Client; (c) expenses of travel out of town due to project requirements as authorized by the Client; (d) overnight stays away from home due to project requirements as authorized by the Client; and (e) any fee expended by Laurinco on behalf of the Project with the authorization of the Client. A \$75 coordination fee will be charged for each COI request, if required.

Terms and Conditions

- A. The terms, conditions and fees quoted herein of the Agreement shall be effective for 30 days after presentation to the Client. In the event this Agreement is not executed by Client within the time identified, the Agreement, together with any related terms and conditions, and deliverables, may be subject to amendment, change or substitution.
- B. **Additional Services**
Should the Scope of Services change from those set forth in the Agreement for Design Services, the fee for such additional services will be negotiated between Client and Laurinco.
- C. **Party Relationship**
Laurinco is an independent contractor, not an employee of Client or any company affiliated with Client. Laurinco shall provide the services under the general direction of Client, but Laurinco shall determine, in sole discretion, the manner and means by which the Services are accomplished. This Agreement does not create a partnership or joint venture and neither party is authorized to act as agent or bind the other party except as expressly stated in this Agreement. Laurinco is not responsible for damages that arise from delays, breaches or defaults caused by governmental agencies, contractors or any third parties related to the project.
- D. **Client Responsibilities**
Client acknowledges that it shall be responsible for performing the following in a reasonable and timely manner: (a) provide full information requirements for and limitations on the Project; (b) render decisions pertaining to documents submitted by Laurinco in order to avoid unreasonable delay in the orderly and sequential progress of services; and (c) provide written notice to Laurinco if Client becomes aware of any fault, or defect in the Project, including any errors, omissions or inconsistencies in the services rendered. If there are any delays beyond the control of Laurinco which would extend any established date of completion of the project, Laurinco hereby reserves the right to suspend all work until a revised completion and occupancy schedule is agreed upon.
- E. **Indemnification**
To the greatest extent allowed by law, neither Client nor Laurinco, their officers, directors, shareholders or employees shall bear any personal liability to Client or Laurinco for any and all injuries, claims, demands, losses, expenses, or damages, of whatever kind or character, arising out of or in any way related to this Agreement or the services provided by Laurinco on this project. This mutual waiver of indemnification shall include, but is not limited to the loss of use, loss of profit, loss of business, loss of income, loss of reputation or any other consequential damages that either party may have incurred from any cause of action including negligence, strict liability, breach of contract and breach of strict or implied warranty.

- F. Liability Insurance**
Laurinco is insured per current Certificate of Liability Insurance. If additional insurance is required by client or building landlord, a change order for adjusted premiums will be issued for approval.
- G. Limitation of Liability**
To the greatest extent allowed by law, the aggregate liability of Laurinco for any and all injuries, claims, demands, losses, expenses or damages, of whatever kind, arising out of or in any way related to this Agreement or the services provided by Laurinco on this project, shall not exceed the insurance coverage available at the time of settlement or judgement. This includes attorney's fees and costs and expert witnesses' fees and costs. It is intended that this limitation apply to any and all liability or cause of action however alleged or arising, except for act of willful misconduct or unless otherwise prohibited by law.
- H. Suspension of Services**
If Client fails to make payments to Laurinco in accordance with this Agreement, such failure shall provide Laurinco the option to suspend performance of services under this Agreement upon seven (7) days written notice to Client. In the event of a suspension of services, Laurinco shall have no liability for any delays or damages caused because of such suspension. Laurinco reserves the right to withhold delivery and any transfer of ownership of any current work if accounts are not current or overdue invoices are not paid in full. All grants of any license to use or transfer of ownership of any intellectual property rights under this Agreement are conditioned upon receipt of payment in full which shall be inclusive of any and all outstanding additional costs, taxes, expenses, and Fees, charges, or the costs of changes.
Before resuming services, Laurinco shall be paid all sums due prior to suspension and any expenses incurred by Laurinco in the interruption and resumption of its services. Laurinco's fees for the remaining services and time schedules shall be equitably adjusted. If any invoice is in dispute, Client shall pay under written protest to keep the project on schedule and resolve the payment dispute after substantial completion. If Laurinco initiates suit to recover delinquent sums owed by Client, Laurinco shall be entitled to recover all reasonable costs incurred, including staff time, court costs, attorney's fees, expert fees and other related costs and expenses.
- I. Termination**
This Agreement may be terminated by either party with seven (7) days written notice to the other in the event of a substantial failure of performance by the other party through no fault of the terminating party. If this Agreement is terminated, Laurinco shall be paid for services performed to the termination notice date, including reimbursable expenses due.
- J. Ownership of Documents**
The original project documents, renderings, drawings, specifications, and other work products are instruments of service and are, and shall remain, the property of Laurinco, whether the project for which they are made is executed or not. They are not to be used on other projects or extensions to this project except by agreement in writing. Any unauthorized use of the instruments of service shall be at the Client's risk and without liability to Laurinco.
- K. No Third-Party Beneficiary**
Nothing in this Agreement shall create a contractual relationship with or a cause of action in favor of any third party against Laurinco or Client.
- L. No Assignments**
Neither party to this Agreement shall transfer, sublet or assign any rights under or interest in this Agreement (including but not limited to monies that are due or monies that may be due) without the prior written consent of the other party.
- M. Force Majeure**
Laurinco shall not be deemed in breach of this Agreement if Laurinco is unable to complete the services or any portion thereof by reason of fire, earthquake, labor dispute, act of God or public enemy, death, illness, pandemic conditions or incapacity of Laurinco or any local, state, federal, national or international law, governmental order or regulation or any other event beyond Laurinco's control (collectively, "Force majeure event"). upon occurrence of any Force majeure event, Laurinco shall give notice to client of its inability to perform or of delay in completing the services and shall propose revisions to the schedule for completion of the services.
- N. Governing Law and Dispute Resolution**
The formation, construction, performance and enforcement of this Agreement shall be in accordance with the laws of the United States and the state of California without regard to its conflict of law provisions or the conflict of law provisions of any other jurisdiction. In the event of a dispute arising out of this Agreement, the parties agree to attempt to resolve any dispute by negotiation between the parties. If they are unable to resolve the dispute, either party may commence mediation and/or binding arbitration through the American Arbitration Association, or other forum mutually agreed to by the parties. the prevailing party in any dispute resolved by binding arbitration or litigation shall be entitled to recover its attorneys' fees and costs. In all other circumstances, the parties specifically consent to the local, state and federal courts located in the state of California. the parties hereby waive any jurisdictional or venue defenses available to them and further consent to service of process by mail.
- O. Severability**
Whenever possible, each provision of this Agreement shall be interpreted in such manner as to be effective and valid under applicable law, but if any provision of this Agreement is held invalid or unenforceable, the remainder of this Agreement shall nevertheless remain in full force and effect and the invalid or unenforceable provision shall be replaced by a valid or enforceable provision.
- P. Integration**
This Agreement comprises the entire understanding of the parties hereto on the subject matter herein contained, and supersedes and merges all prior and contemporaneous agreements, understandings and discussions between the parties relating to the subject matter of this Agreement. In the event of a conflict between the proposal and any other Agreement documents, the terms of the proposal shall control. This Agreement comprises this terms and conditions document and proposal.
- Q. Covid-19 Precautions**
Client acknowledges to observe and obey all rules and warnings regarding COVID-19. Laurinco has the right to reschedule or cancel meeting(s) based on our interpretation of the current pandemic conditions and the safety of our staff. Client acknowledges that there are certain inherent risks associated with the above described activity regarding COVID-19, acknowledges the contagious nature of COVID-19 and understands that CDC and public health authorities recommend the practice of social distancing, assumes full responsibility for personal injury to self and (if applicable) associated relative members, and further release and discharge Laurinco for injury, loss or damage arising out of individuals or relative member's use of or presence upon the facilities of Laurinco, whether caused by individual fault, related members, Laurinco or other third parties. Laurinco follows all local and state requirements regarding the coronavirus pandemic to reduce the spread of COVID-19 and cannot guarantee that individuals will not become infected with COVID-19. Client agrees to indemnify and defend Laurinco against all claims, causes of action, damages, judgments, costs or expenses, including attorney fees and other litigation costs, which may in any way arise from use of or presence upon the facilities of Laurinco. Any legal or equitable claim that may arise from participation in the above shall be resolved under the law.

The information and content herein is considered confidential and proprietary to the office of Laurinco



9891 Irvine Center Drive Suite 200, Irvine CA 92618
Main: 949.398.8205 | www.laurinco.com

Service Contract #1

To City of Paramount
16400 Colorado Ave.
Paramount, CA 90723

Date December 19, 2022

Project City of Paramount
Conference Area

Attention Andrew Vialpando

Proposal Number: 16.57.003.22

Laurinco has been authorized to proceed with the following services for City of Paramount (Conference Area, Stairwell, and Hallway) located at 16400 Colorado Ave., Paramount, CA 90723

The scope of services includes the following areas:

Hourly fee for Design Services, Documentation, Construction Administration and FF&E

Task	Description	Hours	Fee	Total
DDV03	Design Development Concept development of design services as requested on an hourly basis. Concept design, Meeting, Specifications and (1) revision Final design and specifications	28	x \$130.00 =	\$3,640.00
DOC04	Design Documentation Pricing document as requested on an hourly basis. Field verification, preliminary pricing drawing, 2 meetings, final pricing drawing (City submission and SMEP coordination not included)	44	x \$130.00 =	\$5,720.00
CAA05	Contract Administration Coordination and administration of design services as requested on an hourly basis. (3) construction meetings, shop drawing and submittal review, and (1) punchlist GC RFI coordination and phone administration - up to 8 hrs maximum	36	x \$130.00 =	\$4,680.00
FFE06	Furniture, Fixtures and Equipment Furniture coordination and design services as requested on an hourly basis. For side seating and banquettes typical and credenza	22	x \$130.00 =	\$2,860.00

TOTAL: \$16,900.00
HOURLY NOT TO EXCEED

Acceptance:

LAURINCO
9891 Irvine Center Dr., #200
Irvine, CA 92618
(949) 398-8205

CITY OF PARAMOUNT
16400 Colorado Ave.
Paramount, CA 90723
(562) 220-2022

Signature:**Julie Laurin****Principal****Monday, December 19, 2022****Date****Signature:****Printed Name and Title:****Date**

The information and content herein is considered confidential and proprietary to the office of Laurinco

Fees and Payments

Laurinco shall perform all such basic services on an hourly fee for City of Paramount as described above. Upon written consent, Laurinco will perform optional services described above for the listed amount.

Payments

Laurinco will submit monthly invoices. All invoices are payable within 30 days of receipt and becomes delinquent thereafter. A late charge will be added to delinquent amounts at the rate of one-and-one-half percent (1.5%) (or the maximum allowable by law, whichever is lower) on all overdue balances. Payments shall be credited first to late payment charges, and secondly to unpaid balances.

Reimbursable Expenses

Client shall pay Laurinco's reimbursable expenses incurred in connection with this Agreement as follows: (a) incidental and out-of-pocket expenses including but not limited to costs for telephone calls, postage, shipping, overnight courier, service bureaus, fees charged by bureaus (i.e. building department), authorized consultants, and fees charged by authorized consultants, reproduction, plotting, copying, models, presentation materials, computer expenses, parking fees and tolls, and transportation at cost plus Laurinco's standard markup of 15%, and, if applicable, a mileage reimbursement at \$0.625 per mile outside of Orange County; (b) travel expenses including transportation, meals, and lodging, incurred by Laurinco as authorized by the Client; (c) expenses of travel out of town due to project requirements as authorized by the Client; and (d) overnight stays away from home due to project requirements as authorized by the Client; and (e) any fee expended by Laurinco on behalf of the Project with the authorization of the Client. A \$75 coordination fee will be charged for each COI request, if required.

Terms and Conditions

- A. The terms, conditions and fees quoted herein of the Agreement shall be effective for 30 days after presentation to the Client. In the event this Agreement is not executed by Client within the time identified, the Agreement, together with any related terms and conditions, and deliverables, may be subject to amendment, change or substitution.
- B. **Additional Services**
Should the Scope of Services change from those set forth in the Agreement for Design Services, the fee for such additional services will be negotiated between Client and Laurinco.
- C. **Party Relationship**
Laurinco is an independent contractor, not an employee of Client or any company affiliated with Client. Laurinco shall provide the services under the general direction of Client, but Laurinco shall determine, in sole discretion, the manner and means by which the Services are accomplished. This Agreement does not create a partnership or joint venture and neither party is authorized to act as agent or bind the other party except as expressly stated in this Agreement. Laurinco is not responsible for damages that arise from delays, breaches or defaults caused by governmental agencies, contractors or any third parties related to the project.
- D. **Client Responsibilities**
Client acknowledges that it shall be responsible for performing the following in a reasonable and timely manner: (a) provide full information requirements for and limitations on the Project; (b) render decisions pertaining to documents submitted by Laurinco in order to avoid unreasonable delay in the orderly and sequential progress of services; and (c) provide written notice to Laurinco if Client becomes aware of any fault, or defect in the Project, including any errors, omissions or inconsistencies in the services rendered. If there are any delays beyond the control of Laurinco which would extend any established date of completion of the project, Laurinco hereby reserves the right to suspend all work until a revised completion and occupancy schedule is agreed upon.
- E. **Indemnification**
To the greatest extent allowed by law, neither Client nor Laurinco, their officers, directors, shareholders or employees shall bear any personal liability to Client or Laurinco for any and all injuries, claims, demands, losses, expenses, or damages, of whatever kind or character, arising out of or in any way related to this Agreement or the services provided by Laurinco on this project. This mutual waiver of indemnification shall include, but is not limited to the loss of use, loss of profit, loss of business, loss of income, loss of reputation or any other consequential damages that either party may have incurred from any cause of action including negligence, strict liability, breach of contract and breach of strict or implied warranty.

- F. Liability Insurance**
Laurinco is insured per current Certificate of Liability Insurance. If additional insurance is required by client or building landlord, a change order for adjusted premiums will be issued for approval.
- G. Limitation of Liability**
To the greatest extent allowed by law, the aggregate liability of Laurinco for any and all injuries, claims, demands, losses, expenses or damages, of whatever kind, arising out of or in any way related to this Agreement or the services provided by Laurinco on this project, shall not exceed the insurance coverage available at the time of settlement or judgement. This includes attorney's fees and costs and expert witnesses' fees and costs. It is intended that this limitation apply to any and all liability or cause of action however alleged or arising, except for act of willful misconduct or unless otherwise prohibited by law.
- H. Suspension of Services**
If Client fails to make payments to Laurinco in accordance with this Agreement, such failure shall provide Laurinco the option to suspend performance of services under this Agreement upon seven (7) days written notice to Client. In the event of a suspension of services, Laurinco shall have no liability for any delays or damages caused because of such suspension. Laurinco reserves the right to withhold delivery and any transfer of ownership of any current work if accounts are not current or overdue invoices are not paid in full. All grants of any license to use or transfer of ownership of any intellectual property rights under this Agreement are conditioned upon receipt of payment in full which shall be inclusive of any and all outstanding additional costs, taxes, expenses, and Fees, charges, or the costs of changes.
Before resuming services, Laurinco shall be paid all sums due prior to suspension and any expenses incurred by Laurinco in the interruption and resumption of its services. Laurinco's fees for the remaining services and time schedules shall be equitably adjusted. If any invoice is in dispute, Client shall pay under written protest to keep the project on schedule and resolve the payment dispute after substantial completion. If Laurinco initiates suit to recover delinquent sums owed by Client, Laurinco shall be entitled to recover all reasonable costs incurred, including staff time, court costs, attorney's fees, expert fees and other related costs and expenses.
- I. Termination**
This Agreement may be terminated by either party with seven (7) days written notice to the other in the event of a substantial failure of performance by the other party through no fault of the terminating party. If this Agreement is terminated, Laurinco shall be paid for services performed to the termination notice date, including reimbursable expenses due.
- J. Ownership of Documents**
The original project documents, renderings, drawings, specifications, and other work products are instruments of service and are, and shall remain, the property of Laurinco, whether the project for which they are made is executed or not. They are not to be used on other projects or extensions to this project except by agreement in writing. Any unauthorized use of the instruments of service shall be at the Client's risk and without liability to Laurinco.
- K. No Third-Party Beneficiary**
Nothing in this Agreement shall create a contractual relationship with or a cause of action in favor of any third party against Laurinco or Client.
- L. No Assignments**
Neither party to this Agreement shall transfer, sublet or assign any rights under or interest in this Agreement (including but not limited to monies that are due or monies that may be due) without the prior written consent of the other party.
- M. Force Majeure**
Laurinco shall not be deemed in breach of this Agreement if Laurinco is unable to complete the services or any portion thereof by reason of fire, earthquake, labor dispute, act of God or public enemy, death, illness, pandemic conditions or incapacity of Laurinco or any local, state, federal, national or international law, governmental order or regulation or any other event beyond Laurinco's control (collectively, "Force majeure event"). upon occurrence of any Force majeure event, Laurinco shall give notice to client of its inability to perform or of delay in completing the services and shall propose revisions to the schedule for completion of the services.
- N. Governing Law and Dispute Resolution**
The formation, construction, performance and enforcement of this Agreement shall be in accordance with the laws of the United States and the state of California without regard to its conflict of law provisions or the conflict of law provisions of any other jurisdiction. In the event of a dispute arising out of this Agreement, the parties agree to attempt to resolve any dispute by negotiation between the parties. If they are unable to resolve the dispute, either party may commence mediation and/or binding arbitration through the American Arbitration Association, or other forum mutually agreed to by the parties. the prevailing party in any dispute resolved by binding arbitration or litigation shall be entitled to recover its attorneys' fees and costs. In all other circumstances, the parties specifically consent to the local, state and federal courts located in the state of California. the parties hereby waive any jurisdictional or venue defenses available to them and further consent to service of process by mail.
- O. Severability**
Whenever possible, each provision of this Agreement shall be interpreted in such manner as to be effective and valid under applicable law, but if any provision of this Agreement is held invalid or unenforceable, the remainder of this Agreement shall nevertheless remain in full force and effect and the invalid or unenforceable provision shall be replaced by a valid or enforceable provision.
- P. Integration**
This Agreement comprises the entire understanding of the parties hereto on the subject matter herein contained, and supersedes and merges all prior and contemporaneous agreements, understandings and discussions between the parties relating to the subject matter of this Agreement. In the event of a conflict between the proposal and any other Agreement documents, the terms of the proposal shall control. This Agreement comprises this terms and conditions document and proposal.
- Q. Covid-19 Precautions**
Client acknowledges to observe and obey all rules and warnings regarding COVID-19. Laurinco has the right to reschedule or cancel meeting(s) based on our interpretation of the current pandemic conditions and the safety of our staff. Client acknowledges that there are certain inherent risks associated with the above described activity regarding COVID-19, acknowledges the contagious nature of COVID-19 and understands that CDC and public health authorities recommend the practice of social distancing, assumes full responsibility for personal injury to self and (if applicable) associated relative members, and further release and discharge Laurinco for injury, loss or damage arising out of individuals or relative member's use of or presence upon the facilities of Laurinco, whether caused by individual fault, related members, Laurinco or other third parties. Laurinco follows all local and state requirements regarding the coronavirus pandemic to reduce the spread of COVID-19 and cannot guarantee that individuals will not become infected with COVID-19. Client agrees to indemnify and defend Laurinco against all claims, causes of action, damages, judgments, costs or expenses, including attorney fees and other litigation costs, which may in any way arise from use of or presence upon the facilities of Laurinco. Any legal or equitable claim that may arise from participation in the above shall be resolved under the law.

The information and content herein is considered confidential and proprietary to the office of Laurinco



9891 Irvine Center Drive Suite 200, Irvine CA 92618

Main: 949.398.8205 | www.laurinco.com

Add Service Contract #1

To

City of Paramount
16400 Colorado Ave.
Paramount, CA 90723

Date January 16, 2023

Project City of Paramount
Planning and Building - Office Renovation

Attention Andrew Vialpando**Contract Number:** 16.57.001.22

Laurinco has been authorized to proceed with the following services for City of Paramount located at 16400 Colorado Ave., Paramount, CA 90723

The scope of services includes the following areas:

Hourly fee for Additional Design Services per Project Hours Exhibit.

Task	Description	Hours	Fee	Total
REVISION	Original Contract Service Hours adjusted per new scope			
	Phase PSU01 - remove 3 hrs	Credit (16)	x \$130.00	= \$2,080.00
	Phase SDN02 - remove 7 hrs			
	Phase DDV03 - remove 6 hrs			
DOC04	Design Documentation			
	Pricing document as requested on an hourly basis.	60	x \$130.00	= \$7,800.00
	Field verification, preliminary pricing drawing, 2 meetings, final pricing drawing (City submission and SMEP coordination not included)			
CAA05	Contract Administration			
	Coordination and administration of design services as requested on an hourly basis.	44	x \$130.00	= \$5,720.00
	(3) construction meetings, shop drawing and submittal review, and (1) punchlist GC RFI coordination and phone administration - up to 8 hrs maximum			
FFE06	Furniture, Fixtures and Equipment			
	Furniture coordination and design services as requested on an hourly basis.	36	x \$130.00	= \$4,680.00
	For side seating and banquetette typical and credenza			
TOTAL:				\$16,120.00
<u>HOURLY NOT TO EXCEED</u>				

Original Contract Amount	\$19,370.00
Add Services Contract #1	\$16,120.00
New Contract Amount	\$35,490.00

Acceptance:

LAURINCO
9891 Irvine Center Dr., #200
Irvine, CA 92618
(949) 398-8205

Signature:



Julie Laurin

Principal

Monday, December 19, 2022

Date

CITY OF PARAMOUNT
16400 Colorado Ave.
Paramount, CA 90723
(562) 220-2022

Signature:

Printed Name and Title:

Date

The information and content herein is considered confidential and proprietary to the office of Laurinco

Fees and Payments

Laurinco shall perform all such basic services on an hourly fee for City of Paramount as described above. Upon written consent, Laurinco will perform optional services described above for the listed amount.

Payments

Laurinco will submit monthly invoices. All invoices are payable within 30 days of receipt and becomes delinquent thereafter. A late charge will be added to delinquent amounts at the rate of one-and-one-half percent (1.5%) (or the maximum allowable by law, whichever is lower) on all overdue balances. Payments shall be credited first to late payment charges, and secondly to unpaid balances.

Reimbursable Expenses

Client shall pay Laurinco's reimbursable expenses incurred in connection with this Agreement as follows: (a) incidental and out-of-pocket expenses including but not limited to costs for telephone calls, postage, shipping, overnight courier, service bureaus, fees charged by bureaus (i.e. building department), authorized consultants, and fees charged by authorized consultants, reproduction, plotting, copying, models, presentation materials, computer expenses, parking fees and tolls, and transportation at cost plus Laurinco's standard markup of 15%, and, if applicable, a mileage reimbursement at \$0.655 per mile outside of Orange County; (b) travel expenses including transportation, meals, and lodging, incurred by Laurinco as authorized by the Client; (c) expenses of travel out of town due to project requirements as authorized by the Client; (d) overnight stays away from home due to project requirements as authorized by the Client; and (e) any fee expended by Laurinco on behalf of the Project with the authorization of the Client. A \$75 coordination fee will be charged for each COI request, if required.

Terms and Conditions

- A. The terms, conditions and fees quoted herein of the Agreement shall be effective for 30 days after presentation to the Client. In the event this Agreement is not executed by Client within the time identified, the Agreement, together with any related terms and conditions, and deliverables, may be subject to amendment, change or substitution.
- B. **Additional Services**
Should the Scope of Services change from those set forth in the Agreement for Design Services, the fee for such additional services will be negotiated between Client and Laurinco.
- C. **Party Relationship**
Laurinco is an independent contractor, not an employee of Client or any company affiliated with Client. Laurinco shall provide the services under the general direction of Client, but Laurinco shall determine, in sole discretion, the manner and means by which the Services are accomplished. This Agreement does not create a partnership or joint venture and neither party is authorized to act as agent or bind the other party except as expressly stated in this Agreement. Laurinco is not responsible for damages that arise from delays, breaches or defaults caused by governmental agencies, contractors or any third parties related to the project.
- D. **Client Responsibilities**
Client acknowledges that it shall be responsible for performing the following in a reasonable and timely manner: (a) provide full information requirements for and limitations on the Project; (b) render decisions pertaining to documents submitted by Laurinco in order to avoid unreasonable delay in the orderly and sequential progress of services; and (c) provide written notice to Laurinco if Client becomes aware of any fault, or defect in the Project, including any errors, omissions or inconsistencies in the services rendered. If there are any delays beyond the control of Laurinco which would extend any established date of completion of the project, Laurinco hereby reserves the right to suspend all work until a revised completion and occupancy schedule is agreed upon.
- E. **Indemnification**
To the greatest extent allowed by law, neither Client nor Laurinco, their officers, directors, shareholders or employees shall bear any personal liability to Client or Laurinco for any and all injuries, claims, demands, losses, expenses, or damages, of whatever kind or character, arising out of or in any way related to this Agreement or the services provided by Laurinco on this project. This mutual waiver of indemnification shall include, but is not limited to the loss of use, loss of profit, loss of business, loss of income, loss of reputation or any other consequential damages that either party may have incurred from any cause of action including negligence, strict liability, breach of contract and breach of strict or implied warranty.

- F. **Liability Insurance**
Laurinco is insured per current Certificate of Liability Insurance. If additional insurance is required by client or building landlord, a change order for adjusted premiums will be issued for approval.
- G. **Limitation of Liability**
To the greatest extent allowed by law, the aggregate liability of Laurinco for any and all injuries, claims, demands, losses, expenses or damages, of whatever kind, arising out of or in any way related to this Agreement or the services provided by Laurinco on this project, shall not exceed the insurance coverage available at the time of settlement or judgement. This includes attorney's fees and costs and expert witnesses' fees and costs. It is intended that this limitation apply to any and all liability or cause of action however alleged or arising, except for act of willful misconduct or unless otherwise prohibited by law.
- H. **Suspension of Services**
If Client fails to make payments to Laurinco in accordance with this Agreement, such failure shall provide Laurinco the option to suspend performance of services under this Agreement upon seven (7) days written notice to Client. In the event of a suspension of services, Laurinco shall have no liability for any delays or damages caused because of such suspension. Laurinco reserves the right to withhold delivery and any transfer of ownership of any current work if accounts are not current or overdue invoices are not paid in full. All grants of any license to use or transfer of ownership of any intellectual property rights under this Agreement are conditioned upon receipt of payment in full which shall be inclusive of any and all outstanding additional costs, taxes, expenses, and Fees, charges, or the costs of changes.
Before resuming services, Laurinco shall be paid all sums due prior to suspension and any expenses incurred by Laurinco in the interruption and resumption of its services. Laurinco's fees for the remaining services and time schedules shall be equitably adjusted. If any invoice is in dispute, Client shall pay under written protest to keep the project on schedule and resolve the payment dispute after substantial completion. If Laurinco initiates suit to recover delinquent sums owed by Client, Laurinco shall be entitled to recover all reasonable costs incurred, including staff time, court costs, attorney's fees, expert fees and other related costs and expenses.
- I. **Termination**
This Agreement may be terminated by either party with seven (7) days written notice to the other in the event of a substantial failure of performance by the other party through no fault of the terminating party. If this Agreement is terminated, Laurinco shall be paid for services performed to the termination notice date, including reimbursable expenses due.
- J. **Ownership of Documents**
The original project documents, renderings, drawings, specifications, and other work products are instruments of service and are, and shall remain, the property of Laurinco, whether the project for which they are made is executed or not. They are not to be used on other projects or extensions to this project except by agreement in writing. Any unauthorized use of the instruments of service shall be at the Client's risk and without liability to Laurinco.
- K. **No Third-Party Beneficiary**
Nothing in this Agreement shall create a contractual relationship with or a cause of action in favor of any third party against Laurinco or Client.
- L. **No Assignments**
Neither party to this Agreement shall transfer, sublet or assign any rights under or interest in this Agreement (including but not limited to monies that are due or monies that may be due) without the prior written consent of the other party.
- M. **Force Majeure**
Laurinco shall not be deemed in breach of this Agreement if Laurinco is unable to complete the services or any portion thereof by reason of fire, earthquake, labor dispute, act of God or public enemy, death, illness, pandemic conditions or incapacity of Laurinco or any local, state, federal, national or international law, governmental order or regulation or any other event beyond Laurinco's control (collectively, "Force majeure event"). upon occurrence of any Force majeure event, Laurinco shall give notice to client of its inability to perform or of delay in completing the services and shall propose revisions to the schedule for completion of the services.
- N. **Governing Law and Dispute Resolution**
The formation, construction, performance and enforcement of this Agreement shall be in accordance with the laws of the United States and the state of California without regard to its conflict of law provisions or the conflict of law provisions of any other jurisdiction. In the event of a dispute arising out of this Agreement, the parties agree to attempt to resolve any dispute by negotiation between the parties. If they are unable to resolve the dispute, either party may commence mediation and/or binding arbitration through the American Arbitration Association, or other forum mutually agreed to by the parties. the prevailing party in any dispute resolved by binding arbitration or litigation shall be entitled to recover its attorneys' fees and costs. In all other circumstances, the parties specifically consent to the local, state and federal courts located in the state of California. the parties hereby waive any jurisdictional or venue defenses available to them and further consent to service of process by mail.
- O. **Severability**
Whenever possible, each provision of this Agreement shall be interpreted in such manner as to be effective and valid under applicable law, but if any provision of this Agreement is held invalid or unenforceable, the remainder of this Agreement shall nevertheless remain in full force and effect and the invalid or unenforceable provision shall be replaced by a valid or enforceable provision.
- P. **Integration**
This Agreement comprises the entire understanding of the parties hereto on the subject matter herein contained, and supersedes and merges all prior and contemporaneous agreements, understandings and discussions between the parties relating to the subject matter of this Agreement. In the event of a conflict between the proposal and any other Agreement documents, the terms of the proposal shall control. This Agreement comprises this terms and conditions document and proposal.
- Q. **Covid-19 Precautions**
Client acknowledges to observe and obey all rules and warnings regarding COVID-19. Laurinco has the right to reschedule or cancel meeting(s) based on our interpretation of the current pandemic conditions and the safety of our staff. Client acknowledges that there are certain inherent risks associated with the above described activity regarding COVID-19, acknowledges the contagious nature of COVID-19 and understands that CDC and public health authorities recommend the practice of social distancing, assumes full responsibility for personal injury to self and (if applicable) associated relative members, and further release and discharge Laurinco for injury, loss or damage arising out of individuals or relative member's use of or presence upon the facilities of Laurinco, whether caused by individual fault, related members, Laurinco or other third parties. Laurinco follows all local and state requirements regarding the coronavirus pandemic to reduce the spread of COVID-19 and cannot guarantee that individuals will not become infected with COVID-19. Client agrees to indemnify and defend Laurinco against all claims, causes of action, damages, judgments, costs or expenses, including attorney fees and other litigation costs, which may in any way arise from use of or presence upon the facilities of Laurinco. Any legal or equitable claim that may arise from participation in the above shall be resolved under the law.

The information and content herein is considered confidential and proprietary to the office of Laurinco

FEBRUARY 14, 2023

ACCEPTANCE OF WORK

ELECTRIC VEHICLE CHARGING STATIONS (CITY PROJECT NO. 9290)

MOTION IN ORDER:

ACCEPT THE WORK PERFORMED BY SMART CITY ELECTRIC,
WOODLAND HILLS, CALIFORNIA, FOR THE ELECTRIC VEHICLE
CHARGING STATIONS AND AUTHORIZE PAYMENT OF THE
REMAINING RETENTION.

MOTION:

MOVED BY: _____

SECONDED BY: _____

[] APPROVED

[] DENIED

ROLL CALL VOTE:

AYES: _____

NOES: _____

ABSENT: _____

ABSTAIN: _____



To: Honorable City Council
From: John Moreno, City Manager
By: Adriana Figueroa, Public Works Director
Sarah Ho, Assistant Public Works Director
Date: February 14, 2023

Subject: ACCEPTANCE OF WORK FOR ELECTRIC VEHICLE CHARGING STATIONS (CITY PROJECT NO. 9290)

BACKGROUND

Included in the FY 2022-23 Budget was funding for the design and installation of Electric Vehicle Charging Stations to be installed at City Hall, Substation, and the employee lot at the City Yard for City fleet vehicles only.

On June 21, 2022, the Director of Public Works opened bids for the project, and the project was awarded to Smart City Electric for \$162,000 at the City Council meeting on July 12, 2022. A Notice to Proceed was issued with a start date of August 30, 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 January 4, 2023, 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 \$8,100 will be held for thirty-five (35) days from that date.

The final construction cost is \$162,000 and is at the budgeted amount of \$162,000.

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 AQMD 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 Smart City Electric, Woodland Hills, California, for the Electric Vehicle Charging Stations and authorize payment of the remaining retention.

FEBRUARY 14, 2023

ORAL REPORT

COMMUNITY SERVICE ORGANIZATION UPDATE – PARAMOUNT LIONS
CLUB



To: Honorable City Council
From: John Moreno, City Manager
By: David Johnson, Community Services Director
Date: February 14, 2023

**Subject: ORAL REPORT - COMMUNITY SERVICE ORGANIZATION UPDATE –
PARAMOUNT LIONS CLUB**

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

FEBRUARY 14, 2023

ORAL REPORT

2022 ANNUAL UNIFORM CRIME REPORT



To: Honorable City Council
From: John Moreno, City Manager
By: Margarita Matson, Public Safety Director
Date: February 14, 2023

Subject: 2022 ANNUAL UNIFORM CRIME REPORT

Lakewood Sheriff's Station Captain Holguin will present the 2022 Annual Uniform Crime Report (UCR) statistics for the City of Paramount. This oral report will summarize the UCR crime data which is classified into violent crimes of homicide, rape, assault, and robbery; and property crimes of burglary, theft, auto theft, and arson. Other details will include response times, calls for service and arrests.

VISION, MISSION, VALUES, AND STRATEGIC OUTCOMES

The City's Vision, Mission and Values set the standard for the organization; establish priorities, uniformity, and guidelines; and provide the framework for policy decision making. The Strategic Outcomes were implemented to provide a pathway to achieving the City's Vision. This item aligns with Strategic Outcome No. 1: Safe Community.

FEBRUARY 14, 2023

ORAL REPORT

PUBLIC SAFETY RESIDENT SATISFACTION SURVEY 2022



To: Honorable City Council
From: John Moreno, City Manager
By: Margarita Matson, Public Safety Director
Date: February 14, 2023

Subject: PUBLIC SAFETY RESIDENT SATISFACTION SURVEY 2022

This is an annual presentation made to the City Council by the Public Safety Director. The presentation summarizes how residents rate the overall services provided by law enforcement and non-sworn personnel when responding to a call-for-service.

VISION, MISSION, VALUES, AND STRATEGIC OUTCOMES

The City's Vision, Mission and Values set the standard for the organization; establish priorities, uniformity, and guidelines; and provide the framework for policy decision making. The Strategic Outcomes were implemented to provide a pathway to achieving the City's Vision. This item aligns with Strategic Outcome No. 1: Safe Community.

H:\MANAGEMENT\WP\COUNCIL REPORTS\ORAL REPORT RESIDENT SATISFACTION SURVEY 2.14.23 RPT.DOCX

FEBRUARY 14, 2023

ORAL REPORT

PLANNING DEPARTMENT 2022 YEAR-END SUMMARY



To: Honorable City Council

From: John Moreno, City Manager

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

Date: February 14, 2023

Subject: ORAL REPORT – PLANNING DEPARTMENT 2022 YEAR-END SUMMARY

The Planning Department is responsible for administration of the City's land development process and implementing the long-range vision of the Paramount General Plan. Comprehensive planning and a dedicated staff have been instrumental in improving neighborhood and commercial quality of life as the City has committed to attractive design, diverse housing options, and healthful and sustainable development.

This oral report will summarize applications that the Planning Commission and Development Review Board reviewed and approved in 2022 and provide an update on other projects and activities. Details will include permits issued and inspections completed by the Building and Safety Division of the Planning Department.

FEBRUARY 14, 2023

PUBLIC HEARING

ORDINANCE NO. 1168

“AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF PARAMOUNT AMENDING CHAPTERS 8.04.010 AND 8.04.040 OF THE PARAMOUNT MUNICIPAL CODE REGARDING INCORPORATION OF THE COUNTY HEALTH AND SAFETY CODE”

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

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

- E. MOTION IN ORDER:
READ BY TITLE ONLY, WAIVE FURTHER READING, INTRODUCE ORDINANCE NO. 1168, AND PLACE IT ON THE NEXT REGULAR AGENDA FOR ADOPTION.

MOTION:

MOVED BY: _____

SECONDED BY: _____

[] APPROVED

[] DENIED

ROLL CALL VOTE:

AYES: _____

NOES: _____

ABSENT: _____

ABSTAIN: _____



To: Honorable City Council
From: John Moreno, City Manager
By: Margarita Matson, Public Safety Director
Gloria Hannah, Administrative Assistant
Date: February 14, 2023

Subject: ORDINANCE NO. 1168 - READOPTING THE LOS ANGELES COUNTY HEALTH AND SAFETY CODE

Since incorporation, the City of Paramount has utilized the Los Angeles County Health Department for inspections and other services related to health and sanitation. Chapters 8.04.010 and 8.04.040 of the Paramount Municipal Code incorporate by reference the Los Angeles County Health and Safety Code as the Health Code for the City. To ensure that we are utilizing the most current version of the County Code, we annually readopt it by reference.

State law requires that a certain procedure be followed for adopting the County codes by reference. The City Council must have a first reading of the ordinance and set a date for a public hearing on the ordinance. The first reading was conducted at the January 24, 2023 City Council meeting, and the public hearing was set for this evening.

VISION, MISSION, VALUES, AND STRATEGIC OUTCOMES

The City's Vision, Mission, and Values set the standard for the organization; establish priorities, uniformity and guidelines; and provide the framework for policy decision making. The Strategic Outcomes were implemented to provide a pathway to achieving the City's Vision. This item aligns with Strategic Outcome No. 1: Safe Community.

RECOMMENDED ACTION

It is recommended that the City Council read by title only, waive further reading and introduce Ordinance No. 1168, and place it on the next regular agenda for adoption.

CITY OF PARAMOUNT
LOS ANGELES COUNTY, CALIFORNIA

ORDINANCE NO. 1168

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF
PARAMOUNT AMENDING CHAPTERS 8.04.010 AND 8.04.040 OF THE
PARAMOUNT MUNICIPAL CODE REGARDING INCORPORATION OF
THE COUNTY HEALTH AND SAFETY CODE

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

SECTION 1. Chapters 8.04.010 and 8.04.040 of the Paramount Municipal Code is hereby amended in its entirety as follows:

8.04.010 County Health Code Adopted.

Title 11 of the Los Angeles County Code, entitled "Health and Safety Code," being a code regulating public health and sanitation, is hereby adopted by reference as the Health Code of the City.

8.04.040 Penalty.

Notwithstanding any other provision of this chapter, violation of any of the provisions of this chapter incorporating the County Health Code and portions of the County Consumer Protection Code is punishable as misdemeanor by a fine of not more than \$500.00 or by imprisonment in the County Jail for not more than six months, or both. Each day during any portion of which any violation herein is committed or continued to be permitted makes such violation a separate chargeable offense.

SECTION 2. Severability. If any section, subsection, sentence, clause or phrase in this ordinance or the application thereof to any person or circumstance is for any reason held invalid, the validity of the remainder of the ordinance or the application of such provision to other persons or circumstances shall be adopted thereby. The City Council hereby declares it would have passed this ordinance and each section, subsection, sentence, clause or phrase thereof, irrespective of the fact that one or more sections, subsections, sentences, clauses, or phrases or the application thereof to any person or circumstance be held invalid.

SECTION 3. Effective Date. This Ordinance shall take effect thirty days after its adoption, shall be certified as to its adoption by the City Clerk, and shall be published as required by law, together with the names and members of the City Council voting for and against the Ordinance.

PASSED, APPROVED, and ADOPTED by the City Council of the City of Paramount
this 14th day of March 2023.

Vilma Cuellar Stallings, Mayor

ATTEST:

Heidi Luce, City Clerk

H:\MANAGEMENT\WP\COUNCIL REPORTS\1168 ORD.DOC

CITY OF PARAMOUNT
16400 COLORADO AVENUE
PARAMOUNT, CALIFORNIA

PUBLIC HEARING

NOTICE OF PROPOSED ORDINANCE NO. 1168

Notice is hereby given that the City of Paramount will conduct a hearing to consider adopting by reference the Los Angeles County Health and Safety Code.

The Public Hearing will be held at the regular meeting of the City Council to be held at 6:00 p.m. on February 14, 2023, in the Council Chambers, City Hall, 16400 Colorado Avenue, Paramount, California. In order to effectively accommodate public participation, participants are encouraged to provide their public comments via email by 4:45 p.m. on Tuesday, February 14, 2023 at crequest@paramountcity.com. Additional Information about how to observe the meeting and offer public comment in person, electronically or telephonically will be included in the meeting agenda.

Comments will be limited to those issues raised at the Public Hearing described in this notice, or in written correspondence to the City of Paramount at, or prior to, the Public Hearing.

If you challenge the Ordinance in court, you may be limited to raising only those issues you or someone else raised at the public hearing described in this notice, or in written correspondence delivered to the City of Paramount at, or prior to, the public hearing.

Any correspondence regarding this matter should be sent to the City Clerk, City Hall, 16400 Colorado Avenue, Paramount California. For information, please contact the Public Safety Director, Margarita Matson, at (562) 220-2002.

Heidi Luce, City Clerk

PARAMOUNT JOURNAL
DATE OF PUBLICATION: February 2, 2023
3 affidavits please

FEBRUARY 14, 2023

PUBLIC HEARING

ORDINANCE NO. 1169

“AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF PARAMOUNT AMENDING CHAPTERS 10.04.010 AND 10.04.020 OF THE PARAMOUNT MUNICIPAL CODE REGARDING INCORPORATION OF THE COUNTY TRAFFIC CODE”

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

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

- E. MOTION IN ORDER:
READ BY TITLE ONLY, WAIVE FURTHER READING, INTRODUCE ORDINANCE NO. 1169, AND PLACE IT ON THE NEXT REGULAR AGENDA FOR ADOPTION.

MOTION:

MOVED BY: _____

SECONDED BY: _____

[] APPROVED

[] DENIED

ROLL CALL VOTE:

AYES: _____

NOES: _____

ABSENT: _____

ABSTAIN: _____



To: Honorable City Council
From: John Moreno, City Manager
By: Margarita Matson, Public Safety Director
Gloria Hannah, Administrative Assistant
Date: February 14, 2023

Subject: ORDINANCE NO. 1169 – READOPTING THE LOS ANGELES COUNTY TRAFFIC CODE

Chapters 10.04.010 and 10.04.020 of the Paramount Municipal Code incorporate by reference the Los Angeles County Traffic Code as the Traffic Code for the City. To ensure that we are utilizing the most current version of the County Code, we annually readopt it by reference.

State law requires that a certain procedure be followed for adopting the County codes by reference. The City Council must have a first reading of the ordinance and set a date for a public hearing on the ordinance. The first reading was conducted at the January 24, 2023 City Council meeting, and the public hearing was set for this evening.

VISION, MISSION, VALUES, AND STRATEGIC OUTCOMES

The City's Vision, Mission and Values set the standard for the organization; establish priorities, uniformity and guidelines; and provide the framework for policy decision making. The Strategic Outcomes were implemented to provide a pathway to achieving the City's Vision. This item aligns with Strategic Outcome No. 1. Safe Community.

RECOMMENDED ACTION

It is recommended that the City Council read by title only, waive further reading and introduce Ordinance No. 1169, and place it on the next regular agenda for adoption.

CITY OF PARAMOUNT
LOS ANGELES COUNTY, CALIFORNIA

ORDINANCE NO. 1169

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF
PARAMOUNT AMENDING CHAPTERS 10.04.010 AND 10.04.020 OF
THE PARAMOUNT MUNICIPAL CODE REGARDING INCORPORATION
OF THE COUNTY TRAFFIC CODE

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

SECTION 1. Chapters 10.04.010 and 10.04.020 of the Paramount Municipal Code
is hereby amended in its entirety as follows:

10.04.010 County Traffic Code Adopted.

Title 15 of the Los Angeles County Code, entitled "Vehicles and Traffic," being a code
regulating traffic upon public highways, is hereby adopted by reference as the Traffic Code
of the City.

10.04.020 Penalties - Continuing Violations.

- A. The first and second violation of any provision of this title may be cited as an
infraction or punished as a misdemeanor. The third such violation shall be punished
as a misdemeanor by a fine not exceeding \$500 or imprisonment for a term not
exceeding six months, or by both such fine and imprisonment. Such violations may
also be redressed by civil action.
- B. Each day that any violation of this title continues shall constitute a separate offense.

SECTION 2. Severability. If any section, subsection, sentence, clause or phrase in
this ordinance or the application thereof to any person or circumstance is for any reason
held invalid, the validity of the remainder of the ordinance or the application of such
provision to other persons or circumstances shall be adopted thereby. The City Council
hereby declares it would have passed this ordinance and each section, subsection,
sentence, clause or phrase thereof, irrespective of the fact that one or more sections,
subsections, sentences, clauses, or phrases or the application thereof to any person or
circumstance be held invalid.

SECTION 3. Effective Date. This Ordinance shall take effect thirty days after its
adoption, shall be certified as to its adoption by the City Clerk, and shall be published as
required by law, together with the names and members of the City Council voting for and
against the Ordinance.

PASSED, APPROVED, and ADOPTED by the City Council of the City of Paramount
this 14th day of March 2023.

Vilma Cuellar Stallings, Mayor

ATTEST:

Heidi Luce, City Clerk

CITY OF PARAMOUNT
16400 COLORADO AVENUE
PARAMOUNT, CALIFORNIA

PUBLIC HEARING

NOTICE OF PROPOSED ORDINANCE NO. 1169

Notice is hereby given that the City of Paramount will conduct a hearing to consider adopting by reference the Los Angeles County Traffic Code.

The Public Hearing will be held at the regular meeting of the City Council to be held at 6:00 p.m. on February 14, 2023, in the Council Chambers, City Hall, 16400 Colorado Avenue, Paramount, California. In order to effectively accommodate public participation, participants are encouraged to provide their public comments via email by 4:45 p.m. on Tuesday, February 14, 2023 at crequest@paramountcity.com. Additional Information about how to observe the meeting and offer public comment in person, electronically or telephonically will be included in the meeting agenda.

Comments will be limited to those issues raised at the Public Hearing described in this notice, or in written correspondence to the City of Paramount at, or prior to, the Public Hearing.

If you challenge the Ordinance in court, you may be limited to raising only those issues you or someone else raised at the public hearing described in this notice, or in written correspondence delivered to the City of Paramount at, or prior to, the public hearing.

Any correspondence regarding this matter should be sent to the City Clerk, City Hall, 16400 Colorado Avenue, Paramount California. For information, please contact the Public Safety Director, Margarita Matson, at (562) 220-2002.

Heidi Luce, City Clerk

PARAMOUNT JOURNAL
DATE OF PUBLICATION: February 2, 2023
3 affidavits please

FEBRUARY 14, 2023

PUBLIC HEARING

SUBSTANTIAL AMENDMENT OF THE 2021-2022 ANNUAL ACTION PLAN
TO SUBMIT HOME-ARP ALLOCATION PLAN

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

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

- E. MOTION IN ORDER:

IT IS RECOMMENDED THAT THE CITY COUNCIL CONDUCT A PUBLIC HEARING TO RECEIVE COMMENTS FROM CITIZENS CONCERNING THE HOME-ARP ALLOCATION PLAN AND AUTHORIZE THE CITY MANAGER OR HIS DESIGNEE TO SUBMIT TO US DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT (HUD).

MOTION:

MOVED BY: _____

SECONDED BY: _____

[] APPROVED

[] DENIED

ROLL CALL VOTE:

AYES: _____

NOES: _____

ABSENT: _____

ABSTAIN: _____



To: Honorable City Council

From: John Moreno, City Manager

By: Margarita Matson, Public Safety Director
Steve Coumparoules, Community
Preservation Manager

Date: February 14, 2023

**Subject: PUBLIC HEARING: SUBSTANTIAL AMENDMENT OF THE 2021-2022
ANNUAL ACTION PLAN TO SUBMIT HOME-ARP ALLOCATION PLAN**

BACKGROUND

The City of Paramount is a participating jurisdiction for HOME Investment Partnerships (HOME) funds through the U.S. Department of Housing and Urban Development (HUD). As such, the City has been awarded \$1,087,336 of HOME-American Rescue Plan Act (HOME-ARP) funding. Receipt of these funds will trigger what HUD refers to as a "Substantial Amendment" to our previously adopted Annual Action Plan.

DISCUSSION

As a prerequisite for receiving the HOME-ARP allocation, the City is required to submit a HOME-ARP Allocation Plan that includes: 1) a summary of the consultation process and the results of consultation; 2) a summary of comments received through the public participation process and a summary of any comments or recommendations not accepted and the reason why; 3) a description of HOME-ARP qualifying populations within the jurisdiction; 4) an assessment of unmet needs of each qualifying population; 5) an assessment of gaps in housing and shelter inventory, homeless assistance and services, and homelessness prevention service delivery system; and 6) a summary of planned use of HOME-ARP funds for eligible activities based on the unmet needs of the qualifying populations.

The American Rescue Plan Act (ARP) defines qualifying individuals or families, including Veterans, as those that are: 1) homeless, as defined in section 103(a) of the McKinney-Vento Homeless Assistance Act; 2) at risk of homelessness, as defined in section 401 of the McKinney-Vento Homeless Assistance Act; 3) fleeing or attempting to flee domestic violence, dating violence, sexual assault, or stalking (as defined by HUD in 24 CFR 5.2003) or human trafficking (as outlined in the Trafficking Victims Protection Act of 2000 as amended [22 USC 7102]); or 4) part of other populations, where providing supportive services or assistance under section 212(a) of the National Affordable Housing Act 42 USC 12472(a) would prevent a family's homelessness or serve those with the greatest risk of housing instability.

HOME-ARP funds may be used to benefit qualifying populations through the following programs:

1. Tenant-based Rental Assistance (TBRA);
2. Development and support of affordable housing;
3. Provision of supportive services;
4. Acquisition and development of non-congregate shelter;
5. Nonprofit capacity building and operating assistance; and
6. Program planning and administration.

Proposed Use of HOME-ARP Funds

As stated above, the City of Paramount has been allocated \$1,087,336 in HOME-ARP funds by HUD. The City considered all of the eligible activities for this funding and the qualifying populations to be served, and assessed the available resources and the gaps present, in making its decision about how the limited funds would most benefit the community. Both the consultation and the needs assessment found that there was interest in and a need for both the development of non-congregate shelter and affordable housing, but the available funds were not deemed to be sufficient to adequately address either of those needs.

To address the needs within the community, the City will allocate 60 percent (\$652,402) of its HOME-ARP funds to Supportive Services designed to assist each of the qualifying populations; 20 percent (\$217,467) to a Tenant-based Rental Assistance Program; and 5 percent (\$54,367) to nonprofit assistance. The remaining 15 percent will be used for the administration and planning of the HOME-ARP program.

Public Review

As a prerequisite to submitting the HOME-ARP Allocation Plan to HUD, a public hearing must be held to allow citizens an opportunity to comment on the draft Allocation Plan. A public notice was published in the *Paramount Journal* on January 26, 2023, to solicit public comments from interested citizens and to invite them to the City Council meeting if they wish to comment on this item. The draft HOME-ARP Allocation Plan (Attachment A) was available for public review for a minimum period of 15 days from January 30, 2023, through February 14, 2023.

VISION, MISSION, VALUES, AND STRATEGIC OUTCOMES

The City's Vision, Mission, and Values set the standard for the organization; establish priorities, uniformity and guidelines; and provide the framework for policy decision making. The Strategic Outcomes were implemented to provide a pathway to achieving the City's Vision. This item aligns with Strategic Outcome No. 1: Safe Community and No. 6: Efficient, Effective, and Fiscally Responsible.

RECOMMENDED ACTION

It is recommended that the City Council conduct a public hearing to receive comments from citizens concerning the HOME-ARP Allocation Plan and authorize the City Manager or his designee to submit to US Department of Housing and Urban Development (HUD).

H:\MANAGEMENT\WP\COUNCIL REPORTS\PH REGARDING SUBSTANTIAL AMENDMENT TO THE 2021-2022 ANNUAL ACTION PLAN TO SUBMIT HOME-ARP ALLOCATION PLAN RPT. 2.14.23.DOCX

ATTACHMENT A



THE CITY

Safe, Healthy, and Attractive



Substantial Amendment
2021 Action Plan HOME-ARP
HOME INVESTMENT PARTNERSHIPS PROGRAM
AMERICAN RESCUE PLAN



MDG
Associates, Inc.

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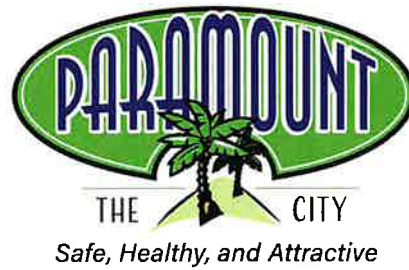


Substantial Amendment to 2021 Annual Action Plan HOME-ARP ALLOCATION PLAN

HOME Investment Partnerships Program
American Rescue Plan



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CITY COUNCIL

Vilma Cuellar Stallings
Mayor

Isabel Aguayo
Vice Mayor

Annette C. Delgadillo
Councilmember

Peggy Lemons
Councilmember

Brenda Olmos
Councilmember

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VERSION HISTORY

No.	Summary of Changes			
1	Published Draft for Public Comment:	1/27/23	Sent to HUD for Approval:	
	Conducted Public Hearing:	2/14/23	Approved by HUD:	
	Original HOME-ARP Allocation Plan.			

Public Contact Information

Public Safety Department
Attn: Steven Coumparoules, Community Preservation Manager
15001 Paramount Boulevard
Paramount, CA 90723
(562) 220-2182
www.paramountcity.com

Executive Summary

The City of Paramount has been allocated \$1,087,336 of HOME-American Rescue Plan Act (HOME-ARP) funding from the US Department of Housing and Urban Development (HUD). In order to receive the HOME-ARP allocation, the City must develop a HOME-ARP Allocation Plan that will become part of the City's PY2021 HUD Annual Action Plan by substantial amendment.

To ensure broad input into the HOME-ARP Allocation Plan from stakeholders and the public, the City engaged in consultation with stakeholders and the public, including a virtual consultation session, a survey of stakeholders, a 30-day public comment period, and a public hearing.

The needs assessment and gap analysis identified the following needs and gaps within the City:

- In February 2022, the annual Point in Time (PIT) count revealed that 180 people were unsheltered on the streets, or in tents or makeshift shelters, or in cars, vans, or RVs.
- The annual Housing Inventory Count found that there were no shelter beds available within the City, although since that count was taken, the City has contracted for available for 12 beds in a shelter in a nearby community.
- The 2015-2019 HUD CHAS data indicates there are 3,610 renter households with an annual income at or below 30% AMI with a cost burden that are at greatest risk of housing instability.
- The CHAS data reports that there are 2,350 households with incomes more than 30 and but equal to or less than 50% AMI that are at risk of homelessness in the City because of at least one of the housing problems as defined by HUD.
- According to the results from the consultation process, the greatest need for supportive services is in the areas of mental health services, landlord/tenant liaison services, housing search/counseling and financial assistance, job training and employment services, and substance abuse treatment.

The City considered all of the eligible activities for this funding and the qualifying populations to be served, and assessed the available resources and the gaps present, in making its decision about how the limited funds would most benefit the community. Both the consultation and the needs assessment found that there was interest in and a need for both

the development of non-congregate shelter and affordable housing, but the available funds were not deemed to be sufficient to adequately address either of those needs.

To address the needs within the community, the City will allocate 60 percent (\$652,402) of its HOME-ARP funds to Supportive Services designed to assist each of the qualifying populations; 20 percent (\$217,467) to a Tenant-based Rental Assistance Program; and 5 percent (\$54,367) to nonprofit assistance. The remaining 15 percent will be used for the administration and planning of the HOME-ARP program.

Introduction

The City of Paramount has been allocated \$1,087,336 of HOME-American Rescue Plan Act (HOME-ARP) funding from the US Department of Housing and Urban Development (HUD). To receive the HOME-ARP allocation the City of Paramount must develop a HOME-ARP Allocation Plan that will become a part of the City's PY2021 HUD Annual Action Plan by substantial amendment. The HOME-ARP Allocation Plan must include the following:

1. A summary of the consultation process and the results of consultation;
2. A summary of comments received through the public participation process and a summary of any comments or recommendations not accepted and the reason why;
3. A description of HOME-ARP qualifying populations within the jurisdiction;
4. An assessment of unmet needs of each qualifying population;
5. An assessment of gaps in housing and shelter inventory, homeless assistance and services, and homelessness prevention service delivery system;
6. A summary of planned use of HOME-ARP funds for eligible activities based on the unmet needs of the qualifying populations;
7. An estimate of the number of housing units for qualifying populations the City will produce or preserve with its HOME-ARP allocation;
8. A description of any preferences for individuals and families in a particular qualifying population or a segment of a qualifying population;
9. HOME-ARP Refinancing Guidelines; and
10. Certifications and SF-424, SF-424B, and SF-424D Forms.

The following entities are responsible for preparing the Allocation Plan and those responsible for administration of the HOME-ARP grant.

Table 1 – Responsible Agencies

Agency Role	Name	Department/Agency
HOME Administrator	City of Paramount	Public Safety Department

HOME-ARP Eligible Qualifying Populations and Activities

HUD's CPD Notice 21-10 Requirements for the Use of Funds in the HOME-American Rescue Plan Program establishes the requirements for funds appropriated under section 3205 of the American Rescue Plan Act of 2021 for the HOME Investment Partnerships Program (HOME) to provide homelessness assistance and supportive services.

The American Rescue Plan Act (ARP) defines qualifying individuals or families, including Veterans, that are:

1. Homeless, as defined in section 103(a) and 103(b) of the McKinney-Vento Homeless Assistance Act;
2. At risk of homelessness, as defined in section 401 of the McKinney-Vento Homeless Assistance Act;
3. Fleeing or attempting to flee domestic violence, dating violence, sexual assault, or stalking (as defined by HUD in 24 CFR 5.2003) or human trafficking (as outlined in the Trafficking Victims Protection Act of 2000 as amended [22 USC 7102]); and
4. Part of other populations, where providing supportive services or assistance under section 212(a) of the National Affordable Housing Act 42 USC 12472(a) would:
 - a. Prevent a family's homelessness;
 - b. Serve those with the greatest risk of housing instability.

HOME-ARP funds may be used benefit qualifying populations through:

1. Tenant-based Rental Assistance (TBRA);
2. Development and support of affordable housing;
3. Provision of supportive services;
4. Acquisition and development of non-congregate shelter;
5. Nonprofit capacity building and operating assistance; and
6. Program planning and administration.

Stakeholder Consultation and Public Participation

HUD requires each HOME-ARP Participating Jurisdiction to consult with agencies and service providers whose clientele include the HOME-ARP qualifying populations. Agencies that must, at a minimum, be consulted include the Continuum of Care serving the jurisdiction's geographic area, homeless and domestic violence service providers, veterans' groups, public housing agencies (PHAs), public agencies that address fair housing, civil rights, and the needs of persons with disabilities.

HUD also requires that each Participating Jurisdiction provide opportunities for the public to comment on the proposed Allocation Plan, including the amount of HOME-ARP funds that will be received and the range of activities that the City may undertake.

To ensure broad input into the HOME-ARP Allocation Plan from stakeholders and the public, the City engaged in consultation with stakeholders and the public, including a virtual consultation session, a survey of stakeholders, a 30-day public comment period, and a public hearing.

Stakeholder Consultation

The City of Paramount consulted with representatives from multiple agencies, groups, and organizations involved in the development of affordable housing, addressing homelessness, and the provision of services to qualifying populations in preparing this HOME-ARP Allocation Plan.

A virtual session was held November 16, 2022. Representatives from multiple agencies, groups, and organizations were invited via email to attend. Those unable to attend were invited to submit written comments via emails or schedule a phone call to share their thoughts.

The virtual consultation session included an overview of the HOME-ARP notice to inform attendees of the qualifying populations and eligible activities, an opportunity to ask clarifying questions, a request for input into needs and gaps, and priority populations and activities, and an overview of the Allocation Plan timeline and process.

A survey instrument was designed and available online and invited representatives from multiple agencies, groups, and organizations to rank the qualifying populations and eligible activities and services in order of perceived need, and the best approach for carrying out those activities for the community.

The Los Angeles Homeless Services Authority (LAHSA), the lead agency for the Los Angeles Continuum of Care (CoC), held a virtual session to provide their recommendations to jurisdictions being allocated funds. That session was held February 6, 2022, and attended by staff and representatives of the City. LAHSA also provided a written memorandum outlining their HOME-ARP funding recommendations

The City's virtual session was attended by 14 representatives of 10 agencies. The survey was completed by 16 representatives of seven agencies. All HUD-required agency types and those working with qualifying populations were invited to participate in both the virtual session and the online survey.

Organizations Consulted by Type and Method

Organizations Consulted by Type and Methods		
Organization Consulted	Type of Organization	Method of Consultation
City of Paramount	Public, addresses needs of all qualifying populations	Virtual Session
Fair Housing Foundation	Nonprofit, addresses needs of qualifying populations including those at risk of homelessness, provides fair housing services to the City	Survey
Family Promise of the South Bay	Nonprofit, addresses needs of qualifying populations including homeless and those at risk of homelessness	Virtual Session Survey
Kingdom Causes Bellflower	Nonprofit, addresses needs of qualifying populations including homeless and those at risk of homelessness	Virtual Session Survey
LAHSA (Los Angeles Homeless Services Authority)	Nonprofit, addresses needs of qualifying populations including homeless and those at risk of homelessness	Agency-Sponsored Virtual Session
Little House	Nonprofit, addresses needs of qualifying populations including homeless and those at risk of homelessness who are in recovery	Survey
Paramount Housing Authority	Nonprofit, addresses needs of qualifying populations including homeless and those at risk of homelessness; serves as public housing authority	Virtual Session
Paramount Unified School District	Nonprofit, addresses needs of all qualifying populations including homeless and those at risk of homelessness	Virtual Session
SELACO WDB (Southeast LA County Workforce Development Board)	Nonprofit, addresses needs of all qualifying populations including homeless and those at risk of homelessness	Virtual Session Survey

St Joseph Center	Nonprofit, addresses needs of all qualifying populations	Survey
Su Casa	Nonprofit, addresses needs of qualifying populations including domestic violence victims	Virtual Session
Veteran Peer Access Network (VPAN)	Nonprofit, addresses needs of all qualifying populations who are veterans or their families	Virtual Session Survey

Summary of Feedback Received from Consulted Organizations

Consultation revealed strong support for the following:

Development and support of affordable housing. Participants in the virtual session discussed the need for additional affordable housing. Specific issues mentioned included the shortage of affordable housing inventory considering the current economics of rising rents. Of respondents to the survey, 94% believed there was a high need for this activity.

Provision of supportive services. Many examples of supportive services were mentioned in the virtual session including fair housing, mental health services, credit repair services, housing counseling, substance abuse services, and eviction defense. Survey respondents were asked to rate what they believed is the current need for various services eligible under HOME-ARP. Of respondents to the survey, 44% believed there was a high need for this activity and 50% believed there was a moderate need. The activities with the most ratings for “high need” were mental health services (87%), landlord/tenant liaison services (73%), housing search/counseling and financial assistance (69%), job training and employment services and substance abuse treatment (56%).

Rating of Current Need for Supportive Services				
Supportive Services	High Need	Moderate Need	Low Need	No Need
Mental health services	87%	7%	7%	0%
Landlord/tenant liaison services	73%	27%	0%	0%
Housing search and counseling services	69%	31%	0%	0%
Financial assistance costs	69%	31%	0%	0%
Job training and employment services	56%	38%	6%	0%
Substance abuse treatment	56%	25%	19%	0%
Child Care Assistance	50%	38%	13%	0%

Outpatient health services	50%	25%	25%	0%
Food assistance	44%	38%	19%	0%
Outreach services	44%	31%	25%	0%
Services for special populations	44%	38%	19%	0%
Case management services	38%	56%	6%	0%
Mediation services	38%	50%	13%	0%
Legal services	25%	69%	6%	0%
Transportation assistance	25%	63%	13%	0%
Credit repair services	25%	56%	13%	6%
Education Services	6%	63%	31%	0%

Tenant-based rental assistance (TBRA). In conjunction with affordable housing, many attendees mentioned the need to increase availability of the TBRA program and as a companion to the development of affordable housing. Several expressed the belief that it was more cost effective to keep people housed than to draw them out of homelessness into housing. Of respondents to the survey, 50% believed there was a high need for this activity and 44% believed there was a moderate need.

Acquisition and development of non-congregate shelter. Many participants mentioned the need for shelter in general and for specific populations including families, those fleeing domestic violence and other dangerous situations. Of respondents to the survey, 19% believed there was a high need for this activity and 75% believed there was a moderate need.

Nonprofit capacity building and operating assistance. In the survey, respondents were asked if they believed there was a need for nonprofit capacity building and operating assistance. Of respondents to the survey, 94% responded affirmatively that there was a need in the nonprofit sector for general operating assistance and for capacity building assistance.

In their memorandum and their agency sponsored virtual session, the Los Angeles Homeless Services Authority (LAHSA) recommendations for the use of HOME-ARP funds within Los Angeles County. They advocated that a “balance of resources to within the homeless services system is critical to ensure effective operations” and recommend a ratio of five permanent housing resources for every interim housing bed. That balance informs their recommendations:

1. Acquisition of permanent housing resources if other funds are available to leverage for the purchase of multi-unit buildings, scattered sites properties, or individual units.
2. Master leasing, which is not outlined in the HOME-ARP guidance but is being explored through conversations between LAHSA and HUD.

3. Supportive services that support emergency housing vouchers and services based in problem solving, prevention and diversion to prevent the need for interim housing or accessing the homeless services system.

Public Participation

To provide opportunities for public participation, the City of Paramount sent an email to all agencies and individuals on its email list notifying them of the opportunity to participate in the virtual consultation session held on November 16, 2022. In addition to attending the virtual consultation session, participants were asked to complete an online survey regarding their views of the level of need for the eligible activities and qualifying populations as described by the CPD Notice 21-10. Those unable to attend, or who had further comments after the virtual session were invited to email them directly to City staff.

A combined public notice of a public comment period and a public hearing was published in the *Long Beach Press-Telegram* on January 27, 2023. The public notice was published in both English and Spanish. The *Long Beach Press-Telegram* qualifies as a newspaper of general circulation.

Efforts to Broaden Public Participation

To broaden public participation, members of the public who are on the City's email list were also invited via email to attend the virtual consultation session held in the formulation of the Allocation Plan.

Public Comments and Recommendations Received

A summary of comments and recommendation received during the public comment period and at the public hearing will be included prior to the submission of this Allocation Plan to HUD.

Public Comments and Recommendations Not Accepted and Reasons Why

A summary of comments and recommendation received during the public comment period and at the public hearing will be included prior to the submission of this Allocation Plan to HUD.

Needs Assessment and Gap Analysis

The needs assessment and gap analysis must evaluate the size and demographic composition of HOME-ARP qualifying populations, and unmet needs of HOME-ARP qualifying populations. In addition, the needs assessment and gap analysis must identify any gaps within its current shelter and housing inventory, and service delivery system. This needs assessment and gap analysis focuses on the following:

1. Sheltered and unsheltered homeless populations;
2. Currently housed populations at risk of homelessness;
3. Other families requiring services or housing to prevent homelessness; and
4. Those at greatest risk of housing instability or unstable housing situations.

Housing Inventory Count

The annual Housing Inventory Count (HIC) provides useful context regarding the number and type of beds and units that are available for individuals and families experiencing homelessness on any given night.

Emergency housing beds include emergency shelter and transitional housing; emergency shelter generally allows for short-term or nightly stays, while transitional housing generally allows for a stay up to 24 months. Both types of emergency housing may include supportive services designed to facilitate movement to independent living.

Rapid rehousing provides security and utility deposits and/or monthly rental and utility assistance for rental units that rent for less than the fair market rent. Assistance is generally provided for the shortest period of time necessary for a household to gain stable housing and can range from 3 to 24 months. Permanent supportive housing provides for an unlimited lease term; residents receive services necessary to promote continued housing stability.

The Los Angeles Homeless Services Authority (LAHSA) conducts the annual HIC each year in the County. The count includes project data reported to LAHSA by participating organizations in the Los Angeles Continuum of Care. The HIC is not representative of all housing resources available in Los Angeles County.

The 2022 HIC reported no emergency housing units or beds, no transitional housing units or beds, no rapid rehousing units or beds, and no permanent supportive housing units or beds in the City. City staff agrees with that HIC finding.

Size and Demographic Composition of Qualifying Populations

At the end of February 2022, LAHSA conducted the annual Point-in-Time (PIT) count of both sheltered and unsheltered homeless throughout the county.

The City contracted with City Net to conduct a more in-depth Homeless Census within the City in order to gather more information than the PIT process allows. That census took place in the early morning of May 24, 2022, and the late evening of May 26, 2022.

Sheltered Homeless Populations

People are considered sheltered when they are residing in emergency shelter or transitional housing, but not when they are receiving rapid rehousing assistance or residing in permanent supportive housing.

The 2022 Sheltered Point-in-Time count did not identify anyone experiencing sheltered homelessness in the City at the end of February 2022. This finding uses the same project data collected for HIC for the same time period.

The City Net Homeless Census did not include sheltered homeless in their project.

Unsheltered Homeless Populations

The 2022 Unsheltered Point-in-Time Count conducted by LAHSA identified 180 people experiencing unsheltered homelessness at the end of February 2022. Among individuals experiencing unsheltered homelessness:

- 103 (57.2%) were on the street
- 25 (14%) were in cars
- 11 (6%) were in vans
- 13 (7.1%) were in RVs
- 2 (1.3%) were in tents
- 26 (14.4%) were in makeshift shelters
- 0 (0%) were in safe parking

In May, the City Net Homeless Census identified 59 people experiencing unsheltered homelessness. Among individuals experiencing unsheltered homelessness, 43 were willing to be interviewed for the census:

- 24 (55.8%) were sleeping outdoors
- 19 (44.2%) were sleeping in a vehicle or RV

The interviews (43 completed) also found the following:

- 11 had been homeless for less than a year
- 32 were between the ages of 35 and 64
- 33 were male
- 18 were Hispanic
- 33 spoke English as their primary language
- 3 were Veterans
- 19 had some sort of monthly income
- 26 had health insurance
- 14 had been living in Paramount when they became homeless

The City has requested additional information from LAHSA regarding the 2022 PIT Count. Given that the PIT Count varies drastically from the City's contracted census by City Net (180 versus 50) the City would like to understand the methodology behind the PIT and the geographic data. For the purposes of this Allocation Plan, the PIT Count of 180 is being used for consideration.

At-risk of Homelessness

Households at risk of homelessness are those with incomes at or below 30% AMI that lack sufficient resources or support networks to prevent homelessness, and

- Have moved more than two times due to economic reasons in the past 60 days, or
- Are doubled up with another household due to economic hardship, or
- Will be evicted within 21 days, or
- Live in a hotel or motel without financial assistance from a nonprofit or government entity, or
- Live in an efficiency apartment and are overcrowded, or
- Are exiting a publicly-funded institution or system of care

The CHAS 2015-2019 Data Table 10 indicates that there are approximately 3,610 households with incomes at or below 30% AMI that are at risk of homelessness in the City.

Fleeing or Attempting to Flee Domestic Violence, Dating Violence, Sexual Assault, Stalking or Human Trafficking

The State of California Department of Justice maintains statistics on domestic violence statewide by jurisdiction. In 2020, the Los Angeles County Sheriff's Department responded to a total of 200 calls related to domestic violence in the City. Of these calls:

- 41 of these domestic incidents did not involve a weapon
- 159 calls involved a weapon
 - 1 domestic incident involved a firearm
 - 1 domestic incident involved a knife or cutting instruments
 - 5 domestic incidents involved other dangerous weapons
 - 152 domestic incidents involved personal weapons (i.e. feet or hands, etc.)

Therefore, if each one of these calls represented a household with member(s) who required housing assistance, it can be estimated that there were up to 200 households in 2020 who were in need of some form of housing assistance. The form of housing assistance required may vary depending on the specific circumstances of each case.

Other Populations

Other populations, as defined by HOME-ARP, include those who:

1. Are currently housed and at risk of repeat homelessness;
2. Have incomes at or below 30% AMI and are experiencing severe housing cost burden; and
3. Otherwise meet the definition of at risk of homelessness and have incomes income of more than 30% and at or below 50%

Other Populations: At greatest risk of housing instability – Households with incomes <30% AMI and experiencing housing cost burden

The 2015-2019 HUD CHAS data indicates there are 3,610 renter households with an annual income at or below 30% AMI with a cost burden that are at greatest risk of housing instability.

These renter households include:

- Two-person households, one or both of whom are age 62 or older: 0
- Small families with 2-4 non-elderly people: 125
- Large families with 5 or more people: 0

- People living alone or with non-relatives who are age 62 or older: 45
- People living alone or with non-relatives, none of whom are age 62 or older: 0

Other Populations: At greatest risk of housing instability – Households with incomes 30-50% AMI that meet HUD’s §91.5 definition of at risk of homelessness

Households in this category are those with incomes at more than 30% and at or below 50% AMI that lack sufficient resources or support networks to prevent homelessness, and

- Have moved more than two times due to economic reasons in the past 60 days, or
- Are doubled up with another household due to economic hardship, or
- Will be evicted within 21 days, or
- Live in a hotel or motel without financial assistance from a nonprofit or government entity, or
- Live in an efficiency apartment and are overcrowded, or
- Are exiting a publicly-funded institution or system of care

HUD Comprehensive Housing Affordability Strategy (CHAS) 2014-2018 Data Table 10 provides information on households that include more than one family, household income level and overcrowding. The CHAS data indicates that there are approximately 525 households with incomes between 30 and 50% AMI that are at risk of homelessness in the City because of at least one of the housing problems as defined by HUD. In addition, 89 are living in households with more than one family.

Unmet Housing Needs of Qualifying Populations

The greatest unmet housing need of qualifying populations is the availability of affordable rental housing. As the table below shows, less than 3% of the more than 8,000 rental units in the City are available to households with incomes at or below 50% AMI. Of these, less than 1% of the more than 15,000 rental units in the City are available to households with incomes at or below 30% AMI.

Housing Needs Inventory and Gap Analysis					
		Available Units	Level of Need	HH with at least 1 Housing Problem	GAP (units-level of need)
Total Rental Units	8,755				
<=30% AMI		50	2,625	2,350	(2,575)

>30% to <=50% AMI		210	2,040	1,760	(1,830)
Total <=50% AMI		260	4,665	4,110	(4,405)

This housing need impacts all four of the qualifying populations and veterans: Homeless lacking the resources to find and/or afford permanent housing; those at risk of homeless for a variety of reasons, including housing instability due to their income; those fleeing or attempting to flee domestic violence and other forms of violence may flee their situation with adequate resources to find housing or be trying to flee but lack resources; other populations needing assistance or supportive services to prevent homelessness or housing instability.

Unmet Service Needs of Qualifying Populations

Based on consultation with service providers in the City, the greatest unmet service needs of qualifying populations including sheltered and unsheltered homeless populations, currently housed populations at risk of homelessness, other families requiring services or assistance to prevent homelessness, those fleeing or attempting to flee domestic violence, dating violence, sexual assault, or stalking, or human trafficking, and those at greatest risk of housing instability or in unstable housing situations are:

- Mental health services
- Job training and employment services
- Housing search and housing counseling services
- Substance abuse treatment
- Financial assistance

Additional unmet service needs of qualifying populations, including sheltered and unsheltered homeless populations, currently housed populations at risk of homelessness, other families requiring services or assistance to prevent homelessness, and those at greatest risk of housing instability or in unstable housing situations include the following as described in HUD CPD Notice 2021-10, as may be amended:

- Education services
- Food assistance
- Outreach services
- Legal services
- Outpatient health services
- Transportation assistance
- Mediation services
- Credit repair services

- Landlord/tenant liaison services
- Services for special populations

Research on national statistics shows that homeless individuals and families are in need of mental health services and substance abuse treatment to treat what are often the underlying issues causing homelessness. In addition, this qualifying population would benefit from additional case management services and services addressing their basic needs such as food, housing, and health care.

Those fleeing or attempting to flee domestic violence, dating violence, sexual assault, stalking or human trafficking need services in housing services, childcare assistance, and legal services. For those facing housing instability, additional housing search and housing counseling services are needed to address the causes of the instability and assistance to stabilize their housing.

Current Resources Available to Assist Qualifying Populations

Current available resources include:

- Congregate beds and non-congregate shelter units
- Supportive services
- Tenant-based rental assistance
- Affordable and permanent supportive housing
- Housing vouchers

Current Resources: Congregate Beds and Non-congregate Shelter Units

As of August 2022, the City has a contract with a Salvation Army shelter in another city for 12 shelter beds to serve homeless in the City. The shelter is located approximately six miles from the City center and is accessible by public transportation. Those temporarily housed at the shelter are able to maintain relationships with their family, friends and professional contacts without disruption.

Current Resources: Supportive Services

The lead agency on coordinated entry system (CES), is the Los Angeles Homeless Services Authority (LAHSA). It works to assist the large volume of people experiencing homelessness in the county and maintains a network of service providers available to assist those experiencing homelessness and at risk of homelessness. In addition, there are other

networks, both formal and informal, of organizations addressing the needs of the qualifying populations being addressed with this funding. Most are regional, serving many communities and cities in the greater Los Angeles area, offering services to homeless families and individuals, those at risk of homelessness, victims of domestic violence and other dangerous situations, veterans, and many other issues and concerns.

Current Resources: Tenant-Based Rental Assistance

There are currently no TBRA or rental assistance programs sponsored by the City.

Current Resources: Affordable and Permanent Supportive Rental Housing

The City is aware of 30 affordable rental units available in the City. A search of www.rent.com finds 19 complexes within the City the list their properties as affordable. There are no permanent supportive housing units available in the City.

Current Resources: Housing Vouchers

According to HUD data, Los Angeles County administered 463 Housing Choice Vouchers in the City of Paramount in 2020. Each unit houses about two people. The average household income is \$20,319 and about 37 percent of households have children present. The vouchers assist 928 individuals. About a quarter of households report the head of household with a disability, and the majority (69 percent) of those householders are over 62 years of age. The racial and ethnic breakdown is as follows: 57 percent Black Non-Hispanic, 32 percent White Hispanic, six percent White Non-Hispanic, one percent Black Hispanic, one percent White Hispanic, and three percent Asian Pacific Islander Non-Hispanic.

The City does not sponsor any Housing Choice Vouchers.

Shelter, Housing and Service Delivery System Gaps

Shelter Gap

There is an estimated need for 162 additional shelter beds based on the 2022 PIT Count. The PIT Count found that there were 180 unsheltered persons in a variety of situations, including on the street, in tents or makeshift shelters, or in cars, vans or RVs. The City recently contracted for twelve shelter beds in a nearby shelter dedicated to homeless from the City.

The 2022 PIT Count does not define how many were individuals, in family units, or children.

Tenant-based Rental Assistance Gap

There is an estimated gap of 2,255 tenant-based rental assistance vouchers for households with income less than 50% AMI and paying more than 50% of household income for rent, including utilities.

The number of tenant-based rental assistance vouchers was calculated using HUD CHAS data Table 7 and is equal to the number of renter households with income at or below 50% AMI and paying more than 50% of household income for rent, including utilities.

Tenant-based Rental Assistance Gap	
Renter Households with Income at or below 50% AMI paying more than 50% of income for rent, including utilities	2,255
TBRA vouchers available	0
<i>TBRA gap</i>	<i>2,255</i>

Affordable Supportive Rental Housing Gap

There is an estimated gap of 1,830 rental units affordable to renter households with income at or below 30% AMI and an estimated gap of 425 rental units affordable to renter households with income above 30% and up to 50% AMI.

The number of Affordable Rental Units was calculated using HUD CHAS Data Table 7 and is equal to the number of renter households' income category paying more than 50% of household income for rent, including utilities.

Affordable Rental Unit Gap	
Renter Households with Income at or below 30% AMI paying more than 50% of income for rent, including utilities	1,830
Renter Households with Income 30% to 50% AMI paying more than 50% of income for rent, including utilities	425
<i>Total Affordable Rental Unit Need</i>	<i>2,255</i>

Permanent Supportive Rental Housing Gap

Permanent supportive rental housing is a subset of the affordable rental housing gap, primarily for households with income at or below 30% AMI. In addition to affordable rent, permanent supportive housing provides an array of services necessary to help people with disabilities and/or experiencing chronic homelessness to retain housing stability. There is an estimated gap of 171 permanent supportive housing units in the City.

The number of Permanent Supportive Rental Housing Units needed was calculated by multiplying the current population of the City, according to the California Census 2020, by the per capita need (.003182) in California as calculated by the Corporation for Supportive Housing.

Permanent Supportive Housing Gap	
Population of Paramount Census 2020	53,733
Per capita estimate of permanent supportive housing need	.003183
Estimated need for Permanent Supportive Housing	171
Permanent Supportive Housing Available	0
<i>Total Permanent Supportive Housing Gap</i>	<i>171</i>

Housing Voucher Gap

The size of the housing voucher gap is unknown; information on the number of Paramount residents on the list is not available. With 100,000 names on the waiting list, in a county of 9.8 million, it is conceivable that with .5 percent of the population living in Paramount, there could be 500 names on the waiting list currently residing in Paramount.

Service Delivery System Gap

To identify gaps in the service delivery system, the City relied on its consultation with stakeholders and experience working with the organizations working in the City. The stakeholders believe that the most critical service gaps are in the areas of mental health services; job training and employment services; housing search and housing counseling services; childcare services; substance abuse treatment; and financial assistance.

Characteristics of Housing Associated with Increased Risk of Homelessness for Other Populations

For other populations, severe housing cost burden, or paying more than 50% of household income for rent and utilities is the primary characteristic of housing associated with the risk of homelessness in the City. The HUD CHAS Data Table 7 indicates there are 2,255 household at or below 50% AMI who are spending more than 50% of the household income on rent and utilities.

Priority Needs for Qualifying Populations

Homeless. An article on the website policyadvice.net, *The State of Homelessness in the US-2022*, uses PBS as a source for the following statistics:

- 25% of homeless people have a mental illness
- 38% have an alcohol abuse issue
- 26% have a drug abuse issue

That information, and other research, indicates that there is a need for mental health services and substance abuse services for the homeless in the City. Participants in the consultation process believed that homelessness was best served by the development of additional shelter beds, affordable housing, and TBRA assistance for housing. The priority needs for supportive services included housing search, mental health services, financial assistance, and case management.

At risk of homelessness. One of the indicators of risk of homelessness is housing cost burden. According to the National Alliance to End Homelessness, in their *State of Homelessness: 2021 Edition*, households experiencing a severe housing cost burden and households “doubling up” or sharing housing are both at a greater risk of homelessness than they were in 2007. They used numbers from 2019, before the COVID-19 pandemic and project that reduced work hours and elevated unemployment will have increased those at risk.

Participants in the consultation process believed those at risk of homelessness in the City would benefit from additional affordable housing, TBRA assistance for housing, and supportive services offering housing counseling, fair housing, credit repair services, and eviction defense.

Fleeing or attempting to flee domestic violence, dating violence, sexual assault, stalking or human trafficking. The National Resource Center on Domestic Violence reports that domestic violence is frequently an immediate cause or precursor to homelessness and housing instability and that more than a third of domestic violence survivors report becoming homeless immediately after separating from their partners. The national Institute of Justice reports that one homeless woman in four is homeless mainly because of her experiences with violence. That violence can include categories of domestic violence, dating violence, sexual assault, stalking or human trafficking.

Participants in the consultation process believed those dealing with fleeing unsafe relationships or living situations, would benefit from supportive services offering housing counseling, mental health services, fair housing, case management services affordable housing and TBRA assistance.

Housing instability and homelessness prevention. Housing instability encompasses a number of challenges, such as having trouble paying rent, overcrowding, moving frequently, staying with friends or family, or rent burden. Those populations affected by housing instability can include children and people who have spent time in prison. According to the US Department of Health and Human Services, those affected by housing instability may live in substandard housing subjecting them to health and safety risks, live in overcrowded units, or forced moves that may result in homelessness.

Participants in the consultation process believed that housing instability, often caused by rent burden, and preventing homelessness was best addressed with affordable rental housing, TBRA assistance, non-congregate shelter, and supportive services including job training and employment services, housing search and housing counseling services, childcare, mental health services, outreach services, and case management.

HOME-ARP Activities

The City will solicit applications from developers, service providers, and/or nonprofits to administer eligible activities and/or develop shelter and housing. A Notice of Funds Available (NOFA) will be issued. The NOFA will, at a minimum, specify eligible activities, eligible applicants, minimum and maximum funding amounts, application thresholds, and will provide instructions on how to submit a proposal.

Uses of HOME-ARP Funding

Activity	Funding Amount	Percent of Allocation	Statutory Limit
Non-congregate Shelter			
Affordable Rental Housing			
Tenant-based Rental Assistance	\$217,467	20%	
Supportive Services	\$652,402	60%	
Nonprofit Operating Assistance	\$54,367	5%	5%
Nonprofit Capacity Building			5%
Administration and Planning	\$163,100	15%	15%
Total HOME-ARP Allocation	1,087,336	100%	

Rationale for Uses of HOME-ARP Funding

The City considered all of the eligible activities for this funding and the qualifying populations to be served, and assessed the available resources and the gaps present, in making its decision about how the limited funds would most benefit the community. Both the consultation and the needs assessment found that there was interest in and a need for both the development of non-congregate shelter and affordable housing, but the available funds were not deemed to be sufficient to adequately address either of those needs.

To address the needs within the community, the City will allocate 60 percent (\$652,402) of its HOME-ARP funds to Supportive Services designed to assist each of the qualifying populations. The City will consider the services currently available in more detail to determine where the greatest need is currently and focus the funding in those areas.

The City will allocate 20 percent (\$217,467) of the available funding to a Tenant-based Rental Assistance Program. The needs assessment found that there are 2,255 households with an AMI at or below 50 percent with a rent burden of more than 50 percent. The TBRA program will be designed to serve those at risk of homelessness needing assistance with their rent.

In the consultation, there was near unanimous support for assisting nonprofits engaged with the City on activities funded by the HOME-ARP funds with operating assistance. Small, local nonprofits often lack the depth of organization to develop and implement new programs and services. The City intends to be able to support these organizations in their work with the City by allocating 5 percent (\$54,367) to nonprofit assistance.

The remaining 15 percent will be used to administer the HOME-ARP program.

Administration and planning. HOME-ARP administration and planning funds were used to pay City staff working on this allocation plan. HOME-ARP administrative and planning funds were not used to hire consulting services in the preparation of this plan. After the Allocation Plan is approved, administration and planning funds will be used for standard expenses in managing the HOME-ARP program, including the costs of City staff, and hired consultants. Consultants may assist also with administrative tasks such as grant administration, monitoring, and reporting.

HOME-ARP Housing Production Goals

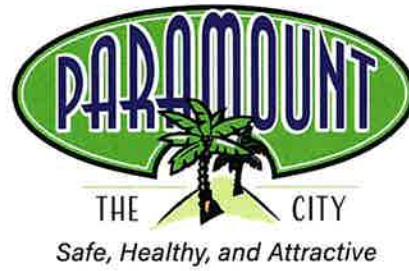
The City of Paramount will not produce any housing units with the HOME-ARP funds.

Preferences

The City of Paramount will not provide preferences to any population or subpopulation.

HOME-ARP Refinancing Guidelines

The City of Paramount does not plan to use HOME-ARP funds to refinance existing debt secured by multifamily housing that is rehabilitated with HOME funds. Therefore, refinancing guidelines pursuant to 24 CFR 92.206(b) are not applicable to this HOME-ARP Allocation Plan.



APPENDIX A

Citizen Participation

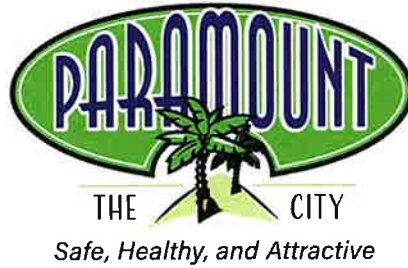
Summary of Citizen Participation Comments

Allocation Plan Public Review and Comment Period: January 30 to February 14, 2023

A summary of comments and recommendation received during the public comment period will be included prior to the submission of this Allocation Plan to HUD.

Public Hearing before City Council: February 14, 2023

A summary of comments and recommendation received during the public hearing will be included prior to the submission of this Allocation Plan to HUD.



APPENDIX B
SF-424 Grant Applications,
SF-424B Assurances,
SF-424D Assurances, and
Allocation Plan Certifications

FEBRUARY 14, 2023

RESOLUTION NO. 23:005

“A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PARAMOUNT APPROVING, AUTHORIZING, AND DIRECTING CITY EXECUTION OF THE JOINT EXERCISE OF POWERS AGREEMENT RELATING TO MEMBERSHIP IN THE GATEWAY CITIES AFFORDABLE HOUSING TRUST”

MOTION IN ORDER:

1) READ BY TITLE ONLY AND ADOPT RESOLUTION NO. 23:005; AND 2) AUTHORIZE THE MAYOR TO EXECUTE THE GATEWAY CITIES AFFORDABLE HOUSING TRUST JOINT EXERCISE OF POWERS AGREEMENT.

MOTION:

MOVED BY: _____

SECONDED BY: _____

[] APPROVED

[] DENIED

ROLL CALL VOTE:

AYES: _____

NOES: _____

ABSENT: _____

ABSTAIN: _____



To: Honorable City Council

From: John Moreno, City Manager

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

Date: February 14, 2023

**Subject: RESOLUTION NO. 23:005
GATEWAY CITIES AFFORDABLE HOUSING TRUST**

BACKGROUND

As with all other cities in California, the City of Paramount is under tremendous pressure from the State to ensure the construction and long-term availability of affordable housing. The statewide elimination of redevelopment agencies, including the highly productive Paramount Redevelopment Agency, ended the best funding source for affordable housing. In the current “post-redevelopment” era, cities must reinvent their affordable housing programs and secure new tools to incentivize the construction of housing for low-to-moderate income households.

The Paramount Housing Element as adopted by the City Council in 2022, and certified by the California Department of Housing and Community Development (HCD), includes provisions for the City to meet the Regional Housing Needs Assessment (RHNA). The RHNA is required by State law and determines the number of housing units that a city must plan for and encourage during an eight-year cycle. The present cycle (6th Cycle) RHNA allocation covers the October 2021 to October 2029 planning period. During that eight-year period, Paramount is required to plan for a minimum of 364 new housing units. Of those 364 units, 183 must be affordable housing units.

With aggressive HCD accountability and enforcement of housing elements emboldened by recent State legislation, it is critical for the City to implement new affordable housing programming to satisfy the 183-unit RHNA mandate for affordable housing. Membership in the Gateway Cities Affordable Housing Trust is one such action to help meet the current and future RHNA goals.

The purpose of a housing trust is to fund housing for qualifying individuals and households with low and moderate income. A housing trust can also establish, maintain, or provide programs or services to its residents as it deems proper and necessary.

DESCRIPTION

Overview

The Gateway Cities region of Los Angeles County includes 27 cities primarily located along the I-710 and I-605 corridors in southeastern Los Angeles County. Early in 2021, the Gateway Cities Council of Governments (GCCOG) obtained State funding from the Southern California Association of Governments (SCAG) to explore the formation of an affordable housing trust within the region.

Since then, GCCOG and its consultant completed the following activities:

- Interviewed the GCCOG cities to determine their housing needs and priorities, explain the concept of the Trust, and investigate their interest in being a member.
- Interviewed other stakeholders in the region in the same fashion, including the County of Los Angeles, affordable housing developers, financing entities, advocates, research organizations, and other related entities to gain their perspectives.
- Provided an overview of best practices from other local housing trust fund studies, as well as a comparative review of the range of organizational and governance structures.
- Conducted a study of the overall housing needs in the region, determined the existing sources of support to meet these needs, and estimated how much additional funding support will be needed for cities to meet these needs and satisfy their RHNA obligations.
- Identified affordable and homeless housing developments planned within the Gateway Cities, including those in construction and those in the entitlement and pre-development phases. Compared the number of units to be provided and the populations to be served by these units to the housing needs report.
- Formed a Steering Committee of Gateway COG City Managers and others to work with the Gateway Cities COG and the consultants to make the initial recommendations for how a Trust might be formed and explore the initial sources of funding to support this effort.
- Based on dialogue with the Trust Steering Committee, created and supported the negotiation of a Joint Powers Agreement for the Trust; and developed an Administrative Plan, Governance Structure, and Bylaws for the Trust.
- Prepared a draft strategic plan for the new Trust for review and acceptance by the Gateway Cities COG Board and final adoption by the new Board of Directors of the Trust when that Board is in place.
- Developed an operational plan for the first full year of operations of the Trust, proposed as fiscal year July 1, 2023 to June 30, 2024.
- Created a draft capital and administrative budget for the first year of Trust operations.

In late summer 2022, a Trust Steering Committee was formed including representatives from member cities, Los Angeles County, developers, and financing entities. The Trust Steering Committee met on three occasions and conducted a variety of detailed analyses, including a review of best practices of other housing trusts; examined potential funding sources for capital and administrative funding; discussed potential housing programs/projects; identified the key components to the Trust Strategic Plan; and helped draft the Joint Powers Agreement.

The Steering Committee unanimously recommended the formation of an affordable housing trust for the Gateway Cities subregion. In addition, presentations were made to the GCCOG Committee on Homelessness, Gateway Cities City Managers Committee, and Planning Directors Committee. All groups expressed unanimous support for the formation of a trust.

On January 24, 2023, a representative from the Gateway Cities COG provided an overview of the newly formed Gateway Cities Affordable Housing Trust Fund to the Paramount City Council.

Trust Membership

As outlined in the joint powers agreement, the Trust would not build, own, or manage housing projects. The Trust could not require that housing projects be located in specific cities, require member cities to take an allocation of supportive housing units, or require that cities provide a local funding match. The Trust Board of Directors determines whether a funding application meets the Notice of Funding Availability criteria. Each local jurisdiction maintains land use control and processes the entitlement consistent with its zoning and municipal code requirements.

The joint powers agreement contains a provision that requires members to contribute toward administrative expenses of the Trust. Member cities are not required to contribute funding until July 1, 2024. Prior to this period the Gateway Cities Council of Governments has secured administrative formation funding for the Trust. The annual membership fees are based on city population:

- Up to 30,000 = \$7,500
- 30,001 to 60,000 = \$15,000
- 60,001 to 100,000 = \$32,500
- Greater than 100,000 = \$47,500

As Paramount's population is approximately 53,000, the City's membership fee will begin at \$15,000. This amount will increase annually in an amount equal to the U.S. Bureau of Labor Statistics consumer price index for the Los Angeles-Long Beach-Anaheim area for the 12-month period preceding the year the fees are assessed.

The City would maintain the right to withdraw from the joint powers authority subject to an approved resolution and upon providing six-month notice.

Governance

The Trust will be a public government entity established by joint powers authority and in accordance with the Joint Exercise of Powers Act, as codified in California Government Code Section 6500 et seq. The Trust will be organized to receive public and private capital and administrative funds to address local housing needs. The Trust will have an ongoing administrative revenue source from city membership fees as specified in the Trust Joint Exercise of Powers Agreement (see Attachment A) to be signed by each city that is a member of the Trust.

The Trust is governed by a nine-member Board of Directors (Board). Pursuant to the Joint Powers Authority Bylaws (Attachment B), the Board is comprised of seven elected officials whose governing body is a member of the Trust and appointed by the Gateway Cities Council of Governments Board. Two additional Board members are experts in homelessness or housing policy and approved by the Gateway Cities Council of Governments City Managers Committee.

Affordable Housing Projects

The Trust will help cities in the Trust subregion address their Regional Housing Needs Assessment (RHNA). As noted above, Paramount is required to plan for a minimum of 183 affordable housing units. In the past eight-year planning period, from 2013 through 2021, the GCCOG subregion received tax credit funding for 58 projects totaling nearly 6,000 housing units.

A 2022 survey of GCCOG cities revealed that there are 38 affordable housing projects currently in the pipeline that have not yet started construction. Most of these projects need critical gap subsidy funding to start construction. These 38 pipeline projects would benefit from additional funding provided by the Trust which could accelerate and facilitate the creation of an additional 4,000 affordable housing units in the COG subregion. While Paramount's primary focus is to establish a mechanism to fund affordable housing in the City, there is also the indirect benefit of neighboring cities constructing affordable units to meet the subregional need.

Summary

In summary, joining the Trust would support the City's Housing Element goals of encouraging more affordable housing, as well as the objective to secure state, federal, and local affordable housing funds and to assist developers in finding funding sources.

To become a member, the City Council would adopt Resolution 23:005 and authorize the Mayor to execute the Joint Exercise of Powers Agreement (Attachment A).

FISCAL IMPACT

No financial impact is expected until July 1, 2024. Future financial impact, beginning July 1, 2024, is estimated at \$15,000 annually with increases based on the consumer price index.

VISION, MISSION, VALUES, AND STRATEGIC OUTCOMES

The City's Vision, Mission, and Values set the standard for the organization; establish priorities, uniformity, and guidelines; and provide the framework for policy decisionmaking. The Strategic Outcomes were implemented to provide a pathway to achieving the Vision of a city that is safe, healthy, and attractive. This item aligns with Strategic Outcomes No. 1: Safe Community and No. 6: Efficient, Effective, and Fiscally Responsible Government.

RECOMMENDED ACTION

- 1) Adopt Resolution No. 23:005, approving City execution of the Joint Exercise of Powers Agreement relating to membership in the Gateway Cities Affordable Housing Trust; and
- 2) Authorize the Mayor to execute the Gateway Cities Affordable Housing Trust Joint Powers Exercise of Powers Agreement.

CITY OF PARAMOUNT
LOS ANGELES COUNTY, CALIFORNIA

RESOLUTION NO. 23:005

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF
PARAMOUNT APPROVING, AUTHORIZING AND DIRECTING CITY
EXECUTION OF THE JOINT EXERCISE OF POWERS AGREEMENT
RELATING TO MEMBERSHIP IN THE GATEWAY CITIES AFFORDABLE
HOUSING TRUST

WHEREAS, The Gateway Cities Affordable Housing Trust (GCAHT) was formed in 2023 as a joint powers authority between cities throughout the Gateway Cities subregion; and

WHEREAS, GCAHT was created for the purpose of funding housing specifically assisting persons and families of extremely low, very low, low and moderate income within the County of Los Angeles; and

WHEREAS, the City of Paramount (the "City") has determined through its 6th Cycle Housing Element Update that there is great need for more affordable housing in the City; and

WHEREAS, the City of Paramount (the "City") has determined that there are limited financial resources for affordable housing development and that additional local financing increases the competitiveness of individual projects for the State and Federal resources; and

WHEREAS, the City of Paramount (the "City") has determined that it is in the public interest and for the public benefit that the City become a member of the GCAHT in order to further facilitate the development of affordable housing in the City and throughout the region, including the financing of projects by the GCAHT; and

WHEREAS, the City (the "City Council") will be joining other cities that are members of the GCAHT in efforts to increase State and Federal resources for affordable housing directed to GCAHT; and

WHEREAS, the Agreement has been filed with the City, and the members of the City Council of the City (the "City Council"), with the assistance of its staff, have reviewed said document; and

WHEREAS, the GCAHT is authorized to issue grants and loans to developers for the purpose, among others, of financing or refinancing the construction, acquisition and rehabilitation of affordable housing; and

WHEREAS, the City anticipates that there will be affordable housing projects in need of financing located in the City of Paramount; and

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 hereby authorizes the City's membership in the Gateway Cities Affordable Housing Trust (GCAHT).

SECTION 3. The City Council has reviewed and approves the Joint Exercise of Powers Agreement substantially in the form attached (Attachment A).

SECTION 4. The adoption of this Resolution shall not obligate the City or any department thereof to (i) provide any financing to acquire, construct, or operate any Project or any refinancing of any Project; (ii) approve any application or request for or take any other action in connection with any planning approval, permit, or other action necessary for the acquisition, improvement, rehabilitation, or operation of any Project; (iii) require any contribution or advance any funds whatsoever to the GCAHT other than membership fees for administrative costs; or (iv) except as provided in this Resolution, take any further action with respect to the GCAHT or its membership therein.

SECTION 5. The Mayor, the City Clerk, and all other proper officers and officials of the City are hereby authorized and directed to execute the Joint Exercise of Powers Agreement and to perform such other acts and deeds, as may be necessary or convenient to affect the purposes of this Resolution and the transactions herein authorized.

SECTION 6. The City Clerk shall forward a certified copy of this Resolution and an originally executed Agreement to the GCAHT:

Gateway Cities Affordable Housing Trust
Attn: Melani Smith
16401 Paramount Boulevard
Paramount, CA 90723

SECTION 7. This Resolution shall take effect immediately upon its adoption.

PASSED, APPROVED, and ADOPTED by the City Council of the City of Paramount this 14th day of February 2023.

Vilma Cuellar Stallings, Mayor

ATTEST:

Heidi Luce, City Clerk

ATTACHMENT A

JOINT EXERCISE OF POWERS AGREEMENT

THIS JOINT EXERCISE OF POWERS AGREEMENT (the “Agreement”) is made this ____ day of _____, 2023 (the “Effective Date”), by and between the following public entities (each a “Party” and, collectively, the “Parties”): _____, _____, and _____ (collectively, the “Cities”).

RECITALS

- A. The Parties have a strong interest in promoting the health, safety, and welfare of the residents within their geographic boundaries.
- B. Each Party has the individual power to implement affordable housing projects and programs generated within its jurisdictional boundaries, as well as, to create and issue development agreements for such activities.
- C. The Parties find it in their mutual interest to address affordable housing issues on a regional level.
- D. An adequate supply of housing throughout the Gateway Cities subregion will provide social and economic benefits to residents and taxpayers of the Parties.
- E. The Parties desire to act in the public interest to lessen the burden of government by reducing the need for each Party to act individually, and to provide charitable support for affordable housing in the Gateway Cities subregion of Los Angeles County (the “County”).
- F. California Government Code section 6500 et seq. (“Joint Exercise of Powers Act” or “Act”) permits two or more public agencies to create joint powers authorities for the purposes cited herein and permits the agencies to exercise jointly any power that the public agencies could exercise separately, and further grants certain additional powers to such joint powers authorities.
- G. Local land-use decisions remain solely with each Party. Nothing in this Agreement deprives any Party of its sovereign powers with respect to land-use or transfers such powers to the joint powers authority.

NOW, THEREFORE, in consideration of the mutual promises set forth below, the Parties agree as follows:

Section 1. Creation and Purpose.

- (a) Creation of GCAHT. Pursuant to the Joint Exercise of Powers Act, there is hereby created a public entity to be known as the “Gateway Cities Affordable Housing Trust.” GCAHT shall be a public entity separate and apart from the Parties and shall administer this Agreement.

- (b) Purpose. This Agreement is made pursuant to the Joint Powers Act for the purpose of creating the GCAHT as a public entity separate from the Parties to: (i) exercise common powers with respect to receiving public and private financing and funds; and (ii) fund the planning and construction of housing of all types and tenures for persons and families of extremely low, very low, low and moderate income, as defined in Section 50093 of the Health and Safety Code, including, but not limited to, permanent supportive housing. The purpose of this Agreement shall be accomplished, and common powers exercised in the manner set forth in the Agreement. Nothing contained in this Agreement shall preclude the Parties from establishing, maintaining, or providing social programs or services to its residents as it deems proper and necessary.

Section 2. Term and Termination

- (a) Term. This Agreement shall become effective, and GCAHT shall come into existence, on the Effective Date, and this Agreement shall thereafter continue in full force and effect until terminated pursuant to subdivision (b) of this section.
- (b) Termination. This Agreement may be terminated by agreement of the Parties. Upon termination of this Agreement, GCAHT shall be dissolved and, after payment of provision for payment of all liabilities, the assets of GCAHT shall be distributed to the Parties in proportion to the contribution of each Party to GCAHT and the amounts paid by each Party in connection with GCAHT's activities.

Section 3. Powers and Duties of GCAHT.

- (a) General Powers. GCAHT shall have all the powers common to the Parties to this Agreement necessary or convenient, specified, or implied, to accomplish the purpose of this Agreement as set forth in Section 1, subject to the restrictions set forth in Section 3, subdivision (c) below. Said powers shall be exercised in the manner provided in the Joint Exercise of Powers Act and, except as expressly set forth herein, subject only to such restrictions upon the manner of exercising such powers as are imposed upon the Parties in the exercise of similar powers.
- (b) Specific Powers. Without limiting the generality of the powers conferred in subdivision (a) of this Section 3, GCAHT is hereby authorized, in its own name, to do all of the acts necessary or convenient to the accomplishment of the purposes of this Agreement and the full exercise of the powers conferred in subdivision (a) of this Section 3, including but not limited to the following:
1. to make and enter into contracts;
 2. to contract for staff assistance;
 3. to sue and be sued in its own name;
 4. to apply for, accept, receive and disburse grants, loans and other aids from any agency of the United States of America, the State of California, Los Angeles County,

Party to this Agreement, or any other agency providing funding related to the purposes of this Agreement;

5. to invest any money in the treasury pursuant to Section 6505.5 of the Joint Powers Act that is not required for the immediate necessities of GCAHT, as GCAHT determines is advisable, in the same manner and upon the same conditions as local agencies, pursuant to Section 53601 of the California Government Code;
 6. to apply for letters of credit or other forms of financial guarantees in order to enter into agreements in connection therewith;
 7. to carry out all the provisions of this Agreement;
 8. to purchase obligations of any Party;
 9. to engage the services of private consultants to render professional and technical assistance and advice in carrying out the purposes of this Agreement;
 10. to employ and compensate legal counsel determined appropriate by GCAHT in accomplishment of the purchase of this Agreement;
 11. to contract for engineering, construction, architectural, accounting, environmental, land use, or other services determined necessary or convenient by GCAHT in connection with the accomplishment of the purposes of this Agreement;
 12. for the purposes of enforcing affordable housing covenants or holding security interests for loans, to take title to, and transfer, sell by installment sale or otherwise, lands, structures, real or personal property, rights, rights-of-way, franchises, easements, and other interests in real or personal property which GCAHT determines are necessary or convenient in connection with the accomplishment of the purposes of this Agreement;
 13. for the purposes of renting space for GCAHT to operate, to lease to, and to lease from, a Party or any other person or entity, lands, structures, real or personal property, rights, rights-of-way, franchises, easements, and other interests in real or personal property which GCAHT determines are necessary or convenient in connection with the accomplishment of the purposes of this Agreement;
 14. to solicit charitable contributions from private sources;
 15. to propose amendments to this Agreement; and
 16. to exercise any and all other powers as may be provided for GCAHT in the Joint Powers Act or any other applicable law.
- (c) Limitation on Powers. This Agreement does not authorize GCAHT do any of the following:
1. Regulate land use in cities or in the unincorporated area of the County;

2. Serve as an owner or operator of housing units;
3. Levy, or advocate or incentivize the levying of, an exaction, including an impact fee, charge, dedication, reservation or tax assessment, as a condition of approval of a development project;
4. Require or incentivize inclusionary zoning requirements;
5. Require the Parties to this Agreement to dedicate or assign funding for any GCAHT obligations or programs;
6. Approve a housing project or program that is not supported by the governing body of the jurisdiction (a city or the county) in which the project is proposed to be sited; or
7. Require the Parties to this Agreement to accept or provide any member of housing units as a prerequisite to joining or remaining a member of the Trust.

Section 4. Members

The members of GCAHT shall be the Parties to this Agreement who have not withdrawn from GCAHT, and such other Parties as may join GCAHT after execution of this Agreement. New members may join on the terms and conditions set forth in Section 10 hereof. Only cities within the County of Los Angeles within the Gateway Cities subregion may be a party to this Agreement and a member of GCAHT.

Section 5. Board of Directors

- (a) Selection of Directors. GCAHT shall be governed by a Board of Directors consisting of nine Directors selected as follows:
 1. Seven Directors who are members of the Gateway Cities Council of Governments (GCCOG) Governing Board, or any elected official serving within the GCCOG jurisdiction that is also a Party to this Agreement and selected by the Gateway Cities Council of Governments Governing Board ("GCCOG Board")
 2. Two Directors that are experts in homelessness or housing policy and approved by the Gateway Cities Council of Governments City Managers Committee.
 3. Alternates for each Director position may be established by their approving entity.
- (b) Board Powers. Subject to the limitations of this Agreement and the laws of the State of California, the powers of GCAHT shall be vested in and exercised by and its property and its affairs by the Board of Directors.
- (c) Advisory Board. The Board of Directors may appoint advisory boards that may include such persons as designated by the Board of Directors. The Board of Directors shall adopt bylaws that govern the appointment of advisory boards should it determine in its discretion to appoint such advisory boards.

- (d) Compensation. Members of the Board shall serve without compensation but shall be entitled to reimbursement for any expenses actually incurred in connection with serving as Director; provided such expenses have been previously approved by the Board of Directors and incurred in accordance with any GCAHT policies or procedures governing same.
- (e) Term. Members of the Board shall serve for a two-year term. There are no term limits. The initial Board will serve a term staggered between one-year and two-year terms. Three of the seven Directors who are members of the GCCOG Board shall have an initial term of one year. One of the two Directors that are experts in homelessness or housing policy shall have an initial term of one year. The initial one-year terms will be determined through the drawing of lots.
- (f) Meetings of the Board of Directors.
1. Call, Notice and Conduct of Meetings. All meetings of the Board of Directors, including without limitation, regular, adjourned regular, special meetings and adjourned special meetings, shall be called, noticed, held and conducted in accordance with the provisions of the Ralph M. Brown Act, Government Code sections 54950 *et seq.*
 2. Regular Meetings. Regular meetings of the Board of Directors shall be held at such dates and times as the Board may fix by resolution from time to time. If any day so fixed for a regular meeting shall fall upon a legal holiday, then such regular meeting shall be held on the next succeeding business day at the same hour. No notice of any regular meeting of the Board of Directors need be given to the individual Directors.
 3. Special Meetings. Special meetings of the Board of Directors shall be held whenever called by the Chairperson of the Board or by a majority of the Directors. Notices of all special meetings shall be provided to all Parties.
 4. Quorum. A majority of the seated members of the Board of Directors shall constitute a quorum at any meeting of the Board except that less than a quorum may adjourn a meeting to another time and place. Every act or decision done or made by a majority of the Directors present at any meeting at which a quorum is present shall be the act of the Board of Directors.
 5. Minutes. The Board of Directors shall keep minutes of all regular, adjourned regular, and special meetings, and shall, as soon as possible after each meeting, cause a copy of the minutes to be forwarded to each Director and to the Parties.
 6. Officers. The Board of Directors shall elect a chairperson and a vice chairperson from among its Directors at the first meeting held in each fiscal year. In the event that the chairperson or vice chairperson so elected ceases to be a Director, the resulting vacancy shall be filled at the next regular meeting of the Board of Directors

held after such vacancy occurs or at a special meeting called for that purpose. In the absence or inability of the chairperson to act, the vice chairperson shall act as chairperson. The chairperson, or the chairperson's absence, the vice chairperson, shall preside at and conduct all Board of Director's meetings.

7. Rules and Regulations. The Board of Directors may adopt, from time to time, by resolution, such rules, regulations, and bylaws for the conduct of its meetings and affairs as the Board determines is necessary or convenient.

Section 6. Additional Officers and Employees

(a) Officers and Contract Staff

1. GCAHT may contract with a Party to this Agreement, the GCCOG, for officers and staff pursuant to Section 6(d), or retain independent contractors, agents, or volunteers as the Board of Directors may deem necessary to carry out any of GCAHT's powers, upon such terms and conditions as the Board may require, including the retaining of professional and technical assistance, provided that adequate funds are available in GCAHT's budget and are appropriated by GCAHT therefor.
2. None of the officers, agents, or staff, in any, directly contracted by GCAHT shall be deemed, by reason of their roles or duties or contracted status, to be employed by the Parties.

- (b) Treasurer and Auditor/Controller. Pursuant to Government Code Sections 6505.5 and 6505.8, the Board of Directors shall appoint an officer or employee of GCAHT, or an officer or employee of a public agency that is a Party to this Agreement, or a certified public accountant to hold the offices of treasurer and auditor for GCAHT. Such person or persons shall possess the powers of and shall perform the treasurer and auditor functions for GCAHT required by Sections 6505, 6505.5 and 6505.6 of the Government Code, including any subsequent amendments thereto. Pursuant to Government Code Section 6505.1, the auditor and treasurer shall have charge of certain property of GCAHT. The treasurer and auditor shall assure that there shall be strict accountability of all funds and reporting all receipts and disbursements of GCAHT. The treasurer and auditor of GCAHT shall be required to file an official bond with the Board of Directors in an amount, which shall be established by the Board. Should the existing bond or bonds or any such officer be extended to cover the obligations provided herein, said bond shall be the official bond required herein. The premiums on any such bonds attributable to the coverage required herein shall be an appropriate expense of GCAHT.

- (c) Attorney. The Board of Directors shall have the power to appoint one or more legal advisors to GCAHT who shall perform such duties as may be prescribed by the Board.

(d) Administrative Services and Reimbursement of Costs.

1. The Board of Directors may contract with a Party to this Agreement to provide necessary administrative services to GCAHT, including the services described in Section 6(a), (b) and (c). The amount charged by the Party to provide such services to GCAHT shall be fixed by agreement between the Board of Directors and the governing board of the Party providing such services. In the absence of an agreement on costs, the Party providing services to GCAHT under this Section 6 may charge GCAHT the amounts necessary to recover the direct and indirect costs of such services.
2. If GCAHT contracts with a Party to this Agreement to provide GCAHT with administrative services through persons who are employees and officers of the Party, then any retirement liabilities associated with that Party's employees and officers shall not constitute a liability of GCAHT or any other Party to this Agreement. This Section 6(d)(2) shall not preclude a Party providing administrative services to GCAHT pursuant to a contract with GCAHT from accounting for such salary and benefit costs when negotiating the rates that the Party will charge GCAHT for providing such services.

Section 7. Financial Provisions

- (a) Fiscal Year. The Fiscal Year of GCAHT shall, unless and until changed by the Board of Directors, commence on the 1st day of July of each year and shall end on the 30th day of June of the next succeeding year except that the initial Fiscal Year of GCAHT shall commence on the effective date of this Agreement and end on the immediately following 30th day of June.

(b) Budget.

1. General Budget. Within one hundred and twenty days (120) after the first meeting of the Board of Directors, a general budget for the first fiscal year shall be adopted by the vote of a majority of all the Directors. The budget shall distinguish between administrative costs (i.e., the cost of operating GCAHT) and Program costs (i.e., the financing of the programs funded or sponsored by GCAHT). Thereafter, at or prior to the last meeting of the Board of Directors for each fiscal year, a general budget shall be adopted for the ensuing fiscal year or years by a vote of at least a majority of all Directors of the Board.
2. Expenditures for the Approved Budget. The payment of all GCAHT obligations is limited to the amount of appropriations allowed in GCAHT's approved budget, except as it may be revised with the approval of a majority of all of the Directors of the Board of Directors.

(c) Contributions by the Parties.

1. Administrative Cost Contributions. The GCCOG shall be responsible for GCAHT's administrative costs until June 30, 2024. After this initial period, and in consideration of

the mutual promises contained herein, the Parties agree that they shall make annual contributions towards the budgeted administrative costs of GCAHT in accordance with a cost allocation formula as outlined below:

POPULATION	ANNUAL ADMINISTRATIVE FEE
Up to 30,000	\$7,500
30,001 – 60,000	\$15,000
60,001 – 100,000	\$32,500
>100,000	\$47,500

The Administrative Fee shall be assessed annually. After the first fiscal year, the Fees shall increase annually in an amount equal to the U.S. Bureau of Labor Statistics consumer price index for all urban consumers in the Los Angeles-Long Beach-Anaheim area for the 12-month period preceding the year the Fees are assessed. Payment of the Fees shall be due within 30 days of receipt of an invoice from the GCAHT. The invoice shall indicate how the Fees were calculated. A Party's contribution to GCAHT's administrative costs shall be in the form of money, unless the Board of Directors approves another form of contribution such as services, personal property or use of real or personal property, or other in-kind contributions. The acceptance and valuation of any such non-monetary contributions may be used to offset in whole or part a Party's contribution as determined in the sole and absolute discretion of the Board of Directors. Notwithstanding the above, after the first fiscal year the Board of Directors may establish Fees in an amount the Board of Directors deems financially prudent; provided it shall roughly be proportional as to each Party in the amounts reflected in the table above.

2. Program Cost Contribution. The particular programs and program budget, funded, sponsored or operated by GCAHT, as well as the level of, and mechanisms for, the involvement of GCAHT and each Party, in such programs and program budget, shall be determined and approved by the Board of Directors.

(d) Accounts and Reports.

1. Books and Records. There shall be strict accountability of all GCAHT funds and accounts and report of all GCAHT receipts and disbursements. Without limiting the generality of the foregoing, GCAHT shall establish and maintain such funds and accounts as may be required by good accounting practice. The books and records of GCAHT shall be open to inspection at all reasonable times by each Party and its duly authorized representatives.
2. Annual Audit. The person appointed by the Board of Directors to perform the auditor function for GCAHT shall cause an annual independent audit of the accounts and

records of GCAHT and records to be made by a certified public accountant or firm of certified public accountants in accordance with Government Code section 6505. Such audits shall be delivered to each Party and shall be made available to the public.

3. Annual Financial Report. Pursuant to section 6539.5 of the Government Code, GCAHT shall publish an Annual Financial Report that shall describe the funds received by GCAHT and the use of such funds by GCAHT. The Annual Financial Report shall describe how the funds received by GCAHT have furthered the purposed of GCAHT.
- (e) Funds. Subject to the applicable provisions of any instrument or agreement which GCAHT may enter into, which may provide for a trustee or other fiscal agent to receive, have custody of and disburse GCAHT funds, the person appointed by the Board of Directors to perform the treasurer function for GCAHT shall receive, have the custody of and disburse GCAHT funds as nearly as possible in accordance with generally accepted accounting principles, shall make the disbursements required by this Agreement or to carry out any of the provisions or purposes of this Agreement.

Section 8. Amendments and Additional Parties.

- (a) This Agreement may not be amended or modified except by a vote of two-thirds of all the Parties through formal action approving such an amendment by the Parties' respective governing bodies.
- (b) No addition to, or alteration of, the terms of this Agreement, whether by written or oral understanding of the parties, their officers, employees or agents, shall be valid or effective unless made in the form of a written amendment which is formally adopted and executed by the Parties in the same manner as this Agreement.

Section 9. Non-Liability for Obligations of GCAHT.

- (a) The debts, liabilities, and obligations of GCAHT shall not be the debts, liabilities and obligations of any of the Parties or personal debts, liabilities and obligations or the Directors, officers or employees of GCAHT; provided that a Party may, by an agreement separate from this Agreement, contract for, or assume responsibility for, specific debts, liabilities, or obligations of GCAHT.
 1. Indemnification. The GCAHT shall defend, indemnify and hold harmless each Party, its officers, agents, employees, representatives and volunteers (the "Indemnitees") from and against any loss, injury, claim, lawsuit, liability, expense, or damages of any kind or nature (collectively, "Claims") brought by a third party which arises out of or in connection with GCAHT's administration of this Agreement, including such third party claims arising out of or in connection with any Indemnitees acting within their authorized capacity as an officer, agent, employee, representative or volunteer of GCAHT. The GCAHT's duty to defend and indemnify under this Section shall not extend to Claims otherwise arising out of the Indemnitees' own active negligence, omissions or willful misconduct, whether in whole or part. The GCAHT shall finance its obligation

pursuant to this Subsection by establishing a liability reserve fund, and/or by purchasing commercial insurance, and/or by joining a joint powers insurance authority (JPIA) as determined by the Board. In the event the GCAHT's financial obligations to indemnify, defend and hold harmless, pursuant to this Subsection, exceed the liability reserve fund and/or the proceeds from any applicable insurance and/or JPIA coverage maintained by the GCAHT (hereinafter "Unfunded Liability"), a Party or Parties may meet and confer with GCAHT in good faith to negotiate alternative means or mechanisms by which GCAHT may fund such Unfunded Liability; however, in no event shall the event of an Unfunded Liability relieve, limit or waive GCAHT's obligations of indemnity or defense to each Party as first set forth above in this Section. Nothing herein shall obligate any Party to indemnify or hold harmless GCAHT for any Unfunded Liability.

2. Assignment. Each Party shall assign to the GCAHT its rights, title, and interest to recover damages from any third party for Claims arising out of this Agreement, to the extent that the GCAHT has met its obligations to defend and indemnify such Party pursuant to this Section.
3. Survival. GCAHT's duty to defend, indemnify and hold harmless shall survive and continue in full force and effect after withdrawal of any Party from this Agreement, including as to the withdrawing Party, or termination of this Agreement for any reason with respect to any Claims that occurred before the date of such withdrawal or termination.

Section 10. Admission and Withdrawal of Parties.

- (a) Admission of New Parties. It is recognized that additional Parties other than the original Parties, may wish to join GCAHT. Any city within the Gateway Cities subregion may become a Party to GCAHT upon such terms and conditions as established by the Board of Directors. As a condition precedent to becoming a Party more than six months after the Effective Date, an eligible entity may thereafter become a Party to this Agreement; provided that (1) this Agreement is adopted by its governing body and (2) the eligible entity pays a late joining fee. The late joining fee shall be calculated by totaling the annual fee the eligible entity would have paid under this Agreement had it been a Party in all years prior and up until the Effective Date. Notwithstanding the foregoing, an eligible entity's late joining fee shall not exceed two times the amount of the applicable annual administrative fee existing at the time it becomes a Party. Payment shall be due within 30 days of receipt of an invoice from GCAHT.
- (b) Withdrawal from GCAHT. Parties may withdraw from GCAHT at any time upon their governing board's adoption of a resolution that so states the Party's intent to leave GCAHT. The withdrawal of any Party, either voluntarily or involuntarily, unless otherwise provided by the Board of Directors, shall be conditioned as follows:

1. In the case of a voluntary withdrawal, written notice shall be given to GCAHT six months prior to the effective date of withdrawal; and
2. Unless otherwise provided by a unanimous vote of the Board of Directors, withdrawal shall result in the forfeiture of that Party's rights and claims relating to distribution of property and funds upon termination of GCAHT as set forth in Section 2 above.
Withdrawn members shall not be entitled to any reimbursement of Administrative Fees.

Section 11. Notices.

- (a) Notices required or permitted hereunder shall be sufficiently given if made in writing and delivered either personally or by registered or certified mail, postage prepaid, to the persons and entities listed herein at the following addresses, or to such other address as may be designated to GCAHT on the Parties signature page for formal notice:

Section 12. Miscellaneous.

- (a) Section Headings. The section headings herein are for convenience only and are not to be construed as modifying or governing or in any manner affecting the scope, meaning or intent of the provisions or language of this Agreement.
- (b) Counterparts. This Agreement may be executed in any number of counterparts, each of which shall be deemed to be an original, but all together shall constitute but one and the same Agreement.
- (c) Laws Governing. This Agreement is made in the State of California under the Constitution and laws of such State and shall be construed and enforced in accordance with the laws of California.
- (d) Severability. Should any part, term, portion or provision of this Agreement, or the application thereof to any person or circumstance, be held to be illegal or in conflict with any law of the State of California, or otherwise be rendered unenforceable or ineffectual it shall be deemed severable, and the reminder of this Agreement or the application thereof to other persons or circumstances shall continue to constitute the Agreement the Parties intended to enter into in the first instance.
- (e) Successors. This Agreement shall be binding upon and shall inure to the benefit of the successors of the respective Parties hereto. No Party may assign any right or obligation hereunder without the written consent of a majority of the other Parties.

IN WITNESS THEREOF, the Parties hereto have caused this Agreement to be executed and attested by their duly authorized officers as follows:

BY: VILMA CUELLAR STALLINGS, MAYOR

Dated: _____

ATTEST:

HEIDI LUCE, CITY CLERK

Date

NOTICE TO CITY TO BE GIVEN TO:

John Moreno

City of Paramount

16400 Colorado Avenue

Paramount, CA 90723

562-220-2000

APPROVED AS TO FORM:

By: _____

JOHN CAVANAUGH, CITY ATTORNEY

Date

ATTACHMENT B

Gateway Cities Affordable Housing Trust Bylaws

Approved by the
Gateway Cities Affordable Housing Trust Board of Directors

On _____, 2023

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Part 1 – Introduction to the Gateway Cities Affordable Housing Trust

Establishment

On January 4, 2023, the Gateway Cities Council of Governments approved the formation of the Gateway Cities Affordable Housing Trust (“GCAHT” or “Trust”). The Trust is a joint powers agency, which may do any of the following: (1) fund the planning and construction of affordable housing of all types and tenures for persons and families of extremely low, very low, low, and moderate income as defined in Section 50093 of the Health and Safety Code; (2) receive public and private financing and funds; and (3) authorize and issue bonds, certificates of participation, or any other debt instrument repayable from funds and financing received and pledged by the Trust. The Trust may consist of any of the cities within the Gateway Cities Council of Governments, which is a joint powers agency representing a subregion of Los Angeles County.

The GCAHT was established on _____, by the execution of the Joint Exercise of Powers Agreement (the “Agreement”) by and between the Cities of _____, _____, _____ (collectively, the “Cities”). These Bylaws were adopted by GCAHT’s Board of Directors and provide for the organization and administration of GCAHT. These Bylaws supplement the Agreement.

GCAHT Guiding Vision and Mission

A Steering Committee consisting of staff from various cities within the boundaries of the Trust along with individuals representing Los Angeles County, affordable financing, and affordable developers met on three separate occasions to discuss and recommend various governance, policy, and a guiding vision and mission as follows:

The vision of the Gateway Cities Affordable Housing Trust is to secure funding for the region that will increase the production of affordable housing and provide safe and quality homes for lower and moderate-income individuals and families.

The mission of the Gateway Cities Affordable Housing Trust is to finance the development of affordable housing in the region and thereby increase the supply of housing to lower and moderate-income individuals and families.

GCAHT Guiding Principles

The guiding principles of the GCAHT:

1. Implement the findings and declarations of the Agreement.
2. Provide funding based on principles of fiscal responsibility and demonstrated value to the taxpayer and funder.

3. Retain local control and the ability for local governments to use GCAHT funding for housing solutions when needed, or to participate within the region as a whole.
4. Demonstrate accountability and transparency for members of the Agreement and the public.
5. Promote public-private partnerships, nonprofit collaborations, and community building to maximize sources of public and private funds, when available, and to efficiently accelerate housing for moderate, low, very low and extremely low-income individuals and families.
6. Provide opportunities to strengthen local partnerships and increase capacity of local cities and agencies engaged in fulfilling housing goals.
7. Commit to innovation and best practices in financing, production, and service delivery in supportive housing.
8. Serve the region's needs geographically by (1) extremely low, very low, low, and moderate income, and supportive housing types and (2) by population.
9. Foster collaborative planning to allow for project prioritization and establish a pipeline of projects.
10. Provide access to funding to ensure that the Gateway Cities subregion receives the maximum benefit for the resources provided.
11. Incorporate County's Coordinated Entry System in conjunction with the cities' locally driven protocols to ensure that the developed housing resources has appropriately targeted and prioritized eligible homeless populations for each project.

Part 2 – Bylaws of the Gateway Cities Affordable Housing Trust

ARTICLE I - Name

The name of this entity shall be the “Gateway Cities Affordable Housing Trust” or “GCAHT” in these Bylaws.

ARTICLE II – Board of Directors

Section A: GCAHT Board of Directors

1. All members of the Board of Directors must be from a member city that is a party to the Agreement and shall be appointed as set forth in the Agreement.

2. Each of the nine (9) voting members of the Board of Directors of GCAHT shall be entitled to one (1) vote on the Board.

Section B: Selection of Advisory Board Members

An Advisory Board may be appointed by the Trust Board consisting of various government staff, persons with housing development, housing services, finance, and development expertise.

All Advisory Board members are entitled to attend all GCAHT regular and special meetings and to fully participate in such meetings but shall not constitute voting members of the Board.

Advisory Board members need not be elected officials.

Section C: Terms and Vacancies

1. Board of Directors: As set forth in the Agreement, terms of office for members of the Board of Directors shall be for two (2) years. A Board of Director's seat shall be deemed vacant if he or she leaves elected office, or if his or her appointing body removes him or her. Upon a vacancy, the appointing body shall be notified and shall attempt to fill the vacancy within sixty (60) days of the vacancy occurring.
2. Advisory Board: Terms of office for members of the Advisory Board shall be for two (2) years. An Advisory Board member's seat shall be deemed vacant if that member fails to attend three consecutive regular or special meetings. Upon a vacancy, the Trust Board shall be notified and shall attempt to fill the vacancy within sixty (60) days of the vacancy occurring.

ARTICLE III – Duties of Officers and Board Members

Section A: Duties of the Board of Director Members:

1. Meet when called by the Chair to plan and coordinate the business and proposed activities of GCAHT;
2. Review and consider applications for project funding;
3. Review and consider GCAHT's financial information, including the Annual Financial Report, any related independent audit, and the GCAHT's annual budget; and
4. Serve on subcommittees or task forces when appropriate.

Section B: Formation of Subcommittees

The Board may create subcommittees or task forces to accomplish the goals and purposes of

GCAHT.

ARTICLE IV – Meetings

Section A: Regular Meetings

Regular meetings of GCAHT's Board shall be held once every two (2) months, unless otherwise called by the Chair. Meeting notice, agenda, and public comment procedures shall comply with the provisions of the Ralph M Brown Act. The Clerk of the Board shall prepare meeting agendas and handle noticing requirements.

Section B: Special Meetings

Special meetings of GCAHT may be held at any time upon call of the Chair, provided that the special meetings' noticing, and agenda complies with the Ralph M. Brown Act.

Section C: Voting on Project Funding

As set forth in the Agreement, every act or decision done or made by a majority of the Directors present at any meeting at which a quorum is present shall be the act of the Board of Directors. However, the Board should strive to attain a unanimous decision on all projects which receive funding from GCAHT.

Section D: Voting on Amending GCAHT's Bylaws, Principles, or Procedures

1. Amendments to GCAHT's Bylaws, Principles or Procedures shall be considered at a regular meeting and shall comply with the Ralph M. Brown Act.
2. An amendment to these Bylaws must be approved by a majority vote of the Board of Directors.

Section E: Minutes

The Clerk of the Board shall take minutes for GCAHT. A previous meeting's minutes shall be considered and approved at a subsequent meeting by a majority vote of the Board of Directors.

Section F: Meeting Procedure

The conduct of meetings shall be guided by Robert's Rules of Order (most recent published edition) where the question at issue is not determined by these Bylaws.

Section G: Location of Meetings

The Board must meet in publicly accessible places typical for hosting public meetings, such as

Council Chambers or city community rooms.

ARTICLE V – GCAHT Board Code of Conduct

This GCAHT Board Code of Conduct represents GCAHT’s commitment to high standards of ethics, public service, collegiality, and transparency. The following standards should be regarded as minimum expectations for conduct. GCAHT Board Members will act in accordance with and maintain the highest standards of professional integrity, impartiality, diligence, creativity, and productivity. GCAHT will act in accordance with applicable federal, state, and local laws and regulations.

Section A: Compliance with Policies

Members of the Board of Directors and Advisory Board will conduct the GCAHT business in accordance with the Agreement, these Bylaws, and all adopted policies, including conflict of interest policies.

Section B: Conflicts of Interest

1. The Board of Directors may not have a conflict of interest as determined by the California Political Reform Act (the “Act”), inclusive of the Levine Act, California Government Code section 81000, et. seq., and the regulations promulgated to effectuate the Act. Nor shall the Board of Directors have a conflict of interest under California Government Code section 1090.
2. Members of the Board of Directors are required to file a Statement of Economic Interest (Form 700) in the disclosure category as designated on the GCAHT Conflict of Interest Code.

Section C: Confidentiality

Members of the Board of Directors and Advisory Board must maintain the highest standards of confidentiality regarding information obtained directly or indirectly through their involvement with the GCAHT. This includes but is not limited to information about applications for funding, GCAHT members and their organizations and funded agencies. Members must also avoid inadvertent disclosure of confidential information through casual public discussion, which may be overheard or misinterpreted. Notwithstanding the foregoing, the GCAHT recognizes that excepting such confidential information which must be carefully preserved, the conduct of its business shall be open and transparent in accordance with the Ralph M. Brown Act and the California Public Records Act.

Section D: Gifts or Honoraria

It is not permissible for members of the Board of Directors and Advisory Board to offer or accept gifts, gratuities, excessive favors, or personal rewards intended to influence GCAHT decisions or activities.

Section E: Harassment

Harassment, interpreted as unwelcome conduct, comment, gesture, contact, or intimidating and offensive behavior likely to cause offense or humiliation, will not be tolerated and may result in disciplinary measures up to and including removal from GCAHT Board.

Section F: Laws and Regulations

GCAHT business will be conducted in a manner that reflects the highest standards and in accordance with all applicable federal, state, and local laws and regulations.

FEBRUARY 14, 2023

APPROVAL OF BIKEWAY LICENSE AGREEMENT BETWEEN THE CITY
OF PARAMOUNT AND LOS ANGELES COUNTY METROPOLITAN
TRANSPORTATION AUTHORITY FOR WSAB BIKEWAY PHASE 2
(CITY PROJECT NO. 9932)

MOTION IN ORDER:

APPROVE THE BIKEWAY LICENSE AGREEMENT BETWEEN THE CITY
OF PARAMOUNT AND LOS ANGELES COUNTY METROPOLITAN
TRANSPORTATION AUTHORITY FOR WSAB BIKEWAY PHASE 2 AND
AUTHORIZE THE MAYOR OR HER DESIGNEE TO EXECUTE THE
AGREEMENT.

MOTION:

MOVED BY: _____

SECONDED BY: _____

☐ APPROVED

☐ DENIED

ROLL CALL VOTE:

AYES: _____

NOES: _____

ABSENT: _____

ABSTAIN: _____



To: Honorable City Council
From: John Moreno, City Manager
By: Adriana Figueroa, Public Works Director
Sarah Ho, Assistant Public Works Director
Date: February 14, 2023

Subject: APPROVAL OF BIKEWAY LICENSE AGREEMENT BETWEEN THE CITY OF PARAMOUNT AND LOS ANGELES COUNTY METROPOLITAN TRANSPORTATION AUTHORITY FOR WSAB BIKEWAY PHASE 2 (CITY PROJECT NO. 9932)

BACKGROUND

For a number of years, the City has been pursuing funding to construct the West Santa Ana Branch (WSAB) Bikeway Class I bicycle and pedestrian trail along the railroad right-of-way that runs diagonally across the City. The project has been planned in phases, allowing the City to request funding from different sources in order to complete the approximately 2.3 mile trail that connects users from the Los Angeles River to the San Gabriel River through the cities of Paramount and Bellflower.

DISCUSSION

Phase I from Lakewood Boulevard to Somerset Boulevard has already been constructed. The other three phases (Phase II from Somerset Boulevard to Rosecrans Avenue, Phase III from Rosecrans Avenue to Garfield Avenue, and Phase IV from Garfield Avenue to the Los Angeles River) are each in various stages of design. In addition to the trail, each phase offers bicycle and pedestrian infrastructure improvements including fencing, energy efficient LED pedestrian lighting, landscaping, decomposed granite, Americans with Disabilities Act (ADA) curb ramps, traffic signal modification, at-grade pedestrian/cyclist railroad crossing, and street furniture for trail users. The project will improve mobility and connectivity through the city by expanding recreational opportunities for community members.

Phase II of the bikeway trail requires a license agreement with the Los Angeles County Metropolitan Transportation Authority (MTA) as they are the owners of the property on which we will be building a portion of the bikeway trail. The attached agreement outlines all requirements necessary for the City to construct and maintain the bikeway trail. The terms of the agreement cover an initial term period of ten years, with the option to extend it administratively in future years.

FISCAL IMPACT

There is no additional fiscal impact to 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 Strategic Outcome No. 2: Community Health and No. 5: Attractive and Well-Maintained Infrastructure.

RECOMMENDED ACTION

It is recommended that the City Council approve the bikeway license agreement between the City of Paramount and Los Angeles County Metropolitan Transportation Authority for WSAB Bikeway Phase 2 and authorize the Mayor or her designee to execute the agreement.

**BIKEWAY
LICENSE AGREEMENT**

BETWEEN

**LOS ANGELES COUNTY
METROPOLITAN TRANSPORTATION AUTHORITY**

AND

CITY OF PARAMOUNT

BIKEWAY LICENSE AGREEMENT

This LICENSE AGREEMENT ("Agreement") is made and entered into as of _____, 20____, by and between the **LOS ANGELES COUNTY METROPOLITAN TRANSPORTATION AUTHORITY**, a public agency existing under the authority of the laws of the State of California ("MTA"), and the **CITY OF PARAMOUNT**, a California municipal corporation ("Licensee"), upon and in consideration of the agreements, covenants, terms and conditions below:

RECITALS:

- A. MTA is the owner of certain real property defined herein as the ("License Property"). The City of Paramount is constructing a Bikeway, as defined in Part I, Section 1 herein below, on the License Property.
- B. MTA is allowing City of Paramount to construct the Bikeway provided Licensee agrees to operate and maintain the Bikeway on the terms and conditions set forth herein.
- C. MTA will be constructing and operating Light-Rail adjacent to the Bikeway.
- D. The Bikeway is located on both MTA-owned and Licensee-owned property, as shown on Exhibit A attached hereto and incorporated by reference.
- E. The authority granted to use, operate, alter, maintain, reconstruct and/or remove the Bikeway and certain improvements associated with the Bikeway is limited to the portion of the Bikeway and land owned by MTA and located within the Licensed Property, in accordance with this Agreement.

PART I - BASIC LICENSE PROVISIONS

- 1. **Description of License Property:** License Property shall be defined as the MTA-owned property comprising the area south end of LACMTA's right-of-way, running south-east, starting from the intersection of Paramount Blvd & Rosecrans Ave and diverting outside of LACMTA Right-of-way as illustrated in Exhibit "A" & "A1". License Property to be maintained by Licensee runs over a length of 890 linear feet.
- 2. **Use of License Property:** With the exception of the purposes described in Part II, Section 1.1 of this Agreement, Licensee shall not be authorized to use the License Property for any other purpose.

3. **Commencement Date:** Commencement Date shall be November 01, 2022. All maintenance and warranty periods in effect at that time shall continue to be in effect until their prescribed expiration dates.
4. **Term:**
The term of this Agreement shall commence on the Commencement Date specified in Part 1, Section 3 of this Agreement, and continue for an initial term of ten (10) years (the "Initial Term"). After the Initial Term, this Agreement shall continue until terminated by either party giving 90 days' prior written notice to the other party.
5. **License Fees:** This license is provided as an accommodation to the Licensee and no license fee shall be required by MTA.
6. **Insurance Amount:** See Exhibit "B" attached to this Agreement and incorporated herein by this reference.
7. **MTA's Address:**
Los Angeles County Metropolitan Transportation Authority
One Gateway Plaza 22nd Floor
Los Angeles, CA 90012-2952
Attn: Aaron Demirci – Sr. Real Estate Officer - Real Estate
8. **Licensee's Address:**
City of Paramount
Public Works Department
15300 Downey Ave
Paramount, CA 90723
Attn: Public Works Director- Adrianna Figueroa
9. **Facilities within the License Property:**
Facilities include Paramount Boulevard – Rosecrans Ave sidewalk/connecting pedestrian walkways, street trees, roadway signage, street lights, traffic signals; and, bicycle path and pedestrian walkway ("Bikeway") and appurtenant improvements (i.e., bollards, lighting and storm drain infrastructure), trash, graffiti, receptacles, drainage facilities, irrigation system and all landscaping materials, including landscaping foliage located on soundwalls and mechanically stabilized earth (MSE) walls, whether planted as part of this Project or pre-existing and allowed to remain in place by Licensee.

The foregoing Basic License Provisions and the General License Provisions set forth in attached Part II are incorporated into and made part of this Agreement.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed by their duly authorized representatives as of the date first written above.

LACMTA:

LOS ANGELES COUNTY
METROPOLITAN TRANSPORTATION AUTHORITY

By: _____
Name: Aaron Demirci
Title: Sr. Real Estate Officer – Real Estate

CITY OF PARAMOUNT

By: _____
Name: Adrianna Figueroa
Title: Director of Public Works

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Exhibits:

- "A" License Property
- "A1" License Property
- "B" Insurance Requirements
- "C" Permitted Hazardous Materials
- "D" Additional Provisions

PART II - GENERAL LICENSE PROVISIONS

1. GRANT OF LICENSE/TERM

1.1 Grant of License. MTA hereby grants a non-exclusive license of along the real property of MTA in the location shown in the diagram attached hereto as Exhibit "A" /"A1" and described in Part I, Section I of this Agreement (the "License Property"), for use, operation, alteration, maintenance, reconstruction and/or removal of the Bikeway and appurtenant infrastructure described in Part I, Section 9 of this Agreement and any usual, necessary and related appurtenances thereto for the purposes described herein, together with rights for access and entry onto the License Property as necessary or convenient for the use of the Bikeway and appurtenant roadway infrastructure. This License is exclusive only to the surface, MTA retains the right to permit existing and future subsurface use for public utilities and/or conduit users, subject to the provisions of Part II, Section 17 of this Agreement. Any future subsurface uses should be consistent with the bike/pedestrian and roadway infrastructure use of the License Property and adjacent uses. In connection with this grant of license, Licensee, its council members, officers, directors, employees, agents, licensees and contractors (collectively, "Licensee's Parties") subject to the provisions hereof, may have reasonable rights of entry and access onto adjoining real property of MTA if necessary for the operation and maintenance of the Bikeway and appurtenant roadway infrastructure or the License Property, but only after Licensee has received the prior written approval of the MTA for such entry and access, except as provided in Part II, Section 11.6 of this Agreement. Right of access onto adjoining real property of MTA does not extend to the public, which Licensee shall take all reasonable methods to exclude from such adjoining property of MTA. The License Property, adjoining real property of MTA and personal property of MTA located thereon shall hereinafter collectively be referred to as "MTA Property".

1.2 Term of Agreement; Termination. The term of this Agreement shall commence on the Commencement Date specified in Part I, Section 3 of this Agreement. After the Initial Term, this Agreement shall continue until terminated by either party by giving 90 days' prior written notice to the other party, subject to the following MTA termination provisions, provided Licensee returns the License Property in accordance with Part II, Section 15 of this Agreement.

MTA shall also have the right to terminate this Agreement, upon 30 days' written notice, for the additional following reasons:

(a) If Licensee abandons the Bikeway or the License Property, this Agreement may terminate as set forth in Part II, Section 13.

(b) If Licensee breaches this Agreement, then MTA shall have the rights as set forth in Part II, Section 14 (b).

(c) MTA, in its sole and absolute judgment, determines that it then may require possession of all, or any portion, of the License Property for a transportation-related purpose other than the Bikeway contemplated herein. In this instance, MTA shall provide Licensee with at least 180 days' prior written notice of such termination and this Agreement shall terminate 180 days' from receipt of such notice by Licensee. If MTA, in its sole determination, requires possession under the terms of this Part II, Section 1.2(c), Licensee shall not be subject to the requirements of Part II, Section 15 of this Agreement.

The term of this Agreement as provided above is referred to as the "Term".

1.3 Condition of Premises. Licensee acknowledges that it has inspected and accepts the License Property in its present condition as suitable for the use for which this Agreement is granted. Execution of this Agreement by Licensee shall be conclusive to establish that the License Property is in good and satisfactory condition as of the Commencement Date, *except as provided in Part II, Section 11.4 of this Agreement*.

2. PAYMENTS

Intentionally omitted.

3. TAXES

Intentionally omitted.

4. DESIGN AND CONSTRUCTION – Intentionally Omitted.

5. CONTRACTORS; APPROVAL AND INSURANCE – Intentionally Omitted

6. COMMUNITY CONCERNS

6.1 Licensee shall be responsible for addressing any community concerns and questions relating to the Bikeway, and any work performed on License Property including, without limitation, ongoing maintenance of the License Property and the removal of the Bikeway at the termination of this Agreement, as provided in Part II, Section 15.

6.2 All community concerns and questions such as trash, debris, vandalism and other maintenance issues on License Property shall be directed to:

City of Paramount

7. REIMBURSEMENT

Licensee agrees to reimburse MTA for all reasonable costs and expenses incurred by MTA in connection with any work on, or maintenance of, the License Property or the Bikeway for work requested by Licensee or in the event Licensee fails to maintain the Bikeway. Reasonable costs and expenses, include, but are not limited to, costs incurred by MTA in: (i) furnishing any materials or performing any labor, (ii) inspecting any work of Licensee or Licensee's Parties, (iii) furnishing of watchmen, flagmen and inspectors as MTA deems necessary, (iv) furnishing water for irrigation and power as described in Part II, Sections 11.2 and 11.3 and (v) furnishing other items or performing other acts when requested by Licensee. If MTA in its sole discretion deems it necessary to monitor or aid in compliance with this Agreement because of non-performance of Licensee, Licensee shall reimburse MTA for any such cost or expense upon 30 days of receipt of a bill or an invoice therefor.

8. LIENS

The following terms shall apply only to work performed at the direction of Licensee. Licensee will fully and promptly pay for all materials joined or affixed to the Bikeway or License Property, and fully and promptly pay all persons who perform labor upon said Bikeway or License Property. Licensee shall not suffer or permit to be filed or enforced against the License Property or the Bikeway, or any part thereof, any mechanics', materialmen's, contractors', or subcontractors' liens or stop notices arising from, or any claim for damage growing out of, any testing, investigation, maintenance or work, or out of any other claim or demand of any kind. Licensee shall pay or cause to be paid all such liens, claims or demands, including sums due with respect to stop notices, together with attorney's fees incurred by MTA with respect thereto, within 10 business days after notice thereof and shall indemnify, hold harmless and defend MTA from all obligations and claims made against MTA for the above described work, including attorney's fees. Licensee shall furnish evidence of payment upon request of MTA. Licensee may contest any lien, claim or demand by furnishing a statutory lien bond or equivalent with respect to stop notices to MTA in compliance with applicable California law. If Licensee does not discharge any mechanic's lien or stop notice for works performed for Licensee, MTA shall have the right to discharge same (including by paying the claimant) and Licensee shall reimburse MTA for the cost of such discharge within 10 business days after billing. MTA reserves the right at any time to post and maintain on the MTA Property such notices as may be necessary to protect MTA against liability for all such liens and claims. The provisions of this section shall survive the termination of this Agreement.

9. LANDSCAPING

Licensee shall only be allowed to modify, remove or otherwise alter landscape or irrigation materials on License Property with the written permission from MTA, except as may be necessary in the course of normal on-going maintenance. Licensee shall replace in-kind any dead or diseased plant material on License Property.

10. GRAFFITI REMOVAL

10.1 Licensee shall be responsible for graffiti removal on the below listed facilities located within the License Property:

- (a) Sidewalks/connecting pedestrian walkways, street trees, roadway signage, street lights, and traffic signals;
- (b) Bikeway and appurtenant improvements, trash receptacles, drainage facilities, irrigation system and all landscaping materials, including landscaping foliage, fencing (except as excluded below) and project sound walls.

11. MAINTENANCE AND REPAIR

11.1 General Maintenance Responsibilities. Licensee, at Licensee's sole expense, shall maintain the License Property and the Bikeway, except as provided in Part I Section 9 of this Agreement, in a good order and condition during the Term of this Agreement and shall be responsible for all incremental costs related to maintenance of the License Property and the Bikeway as necessary to maintain the License Property and the Bikeway to MTA's reasonable satisfaction. Licensee's maintenance responsibilities shall include, but not be limited to:

- (a) Removal and disposal of refuse and debris on License Property, including broken concrete and asphalt, scrap metal, broken glass, paper trash, furniture, appliances, automobile parts, shopping carts, tires, bicycles, dead vegetation, and other materials illegally dumped on the License Property. Debris shall be removed monthly and/or upon request by MTA.
- (b) Fence repairs along bike path regardless of ownership.
- (c) Pest Control.
- (d) Removal of and assistance to people experiencing homelessness.
- (e) Maintain and replace as necessary, any and all signs required by MTA as part of the Bikeway in a clean, readable condition.
- (f) Maintain all drainage facilities constructed to accommodate the License Property free of debris and dirt to allow for free flow of water.
- (g) Maintain all Bikeway lighting.
- (h) Maintain the Bikeway and all other facilities and improvements of Licensee on the License Property, free from weed, graffiti and litter to the reasonable satisfaction of MTA. Remove graffiti from signs, posts, and all hard structures

appurtenant to the Bikeway and License Property and its landscaping on a weekly basis as provided in Part II, Section 10 of this Agreement.

(f) Investigate and resolve maintenance requests within five days consistent with Licensee staff and equipment availability and Licensee policy.

11.2 Irrigation. Water meters for irrigating the landscaping on the License Property and shall be billed by utility company directly to Licensee.

11.3. Power. Electric power used to energize Bikeway lighting and irrigation, or other uses related to the Bikeway shall be separately metered and billed by utility company directly to Licensee.

11.4 Immediate Repair. If any portion of the MTA Property, including improvements or fixtures, suffers damage by reason of the access to or use of the License Property by Licensee or Licensee's Parties, including but not limited to damage to fencing, damage arising from vandalism (including graffiti), accident, or damage arising from any tests or investigations conducted upon the License Property, Licensee shall, at its own cost and expense, immediately repair all such damage and restore the MTA Property to as good a condition as before such cause of damage occurred. Repair of damage shall include, without limitation, regrading and resurfacing of any holes, ditches, indentations, mounds or other inclines created by any excavation by Licensee or Licensee's Parties. If Licensee fails to maintain the License Property to MTA's reasonable satisfaction, MTA may, but is not obligated to, maintain and clean up the License Property and Licensee shall immediately reimburse the applicable party for its costs.

If any portion of the License Property, including improvements or fixtures, suffers damage by reason of the access to or use of License Property by MTA or MTA's Parties, including but not limited to damage arising from an accident, or damage arising any tests or investigations conducted upon the License Property, MTA shall, at its own cost and expense, immediately repair all such damage and restore the License Property to as good a condition as before such cause of damage occurred.

11.5 Overhead and Underground Installations. Licensee shall ensure that Licensee or Licensee's Parties protect from damage all underground and aboveground installations and improvements, including pipelines, fiber optic cables, overhead wire lines which are located on MTA Property and which may be impacted by maintenance and/or use of the License Property. Licensee shall call Underground Service Alert (Dig-Alert) prior to any underground probe or excavation within the MTA Property. In addition, Licensee shall coordinate all work so as to not adversely hinder access to these installations and improvements by the owners. In the event third parties are required to work within the License Property to maintain or construct their utilities, the third party shall coordinate with both MTA and the City of Culver City in performing the work and the repair to the portion of the License Property. MTA will notify the Licensee of any anticipated work that may affect the License Property and call Dig Alert.

11.6 Access for Normal Maintenance Work. Normal maintenance work for the facilities on the License Property which is conducted entirely within the License Property may be performed by Licensee or Licensee's parties without written notice to MTA. Licensee or Licensee's work forces may not park vehicles on MTA Property other than to perform maintenance on Bikeway or License Property. Except as set forth in Part II, Section 11.7 (b), MTA or MTA's work forces shall not park vehicles on Bikeway or License Property to perform maintenance on MTA's Property without coordination with the City.

11.7 (a) Access for Emergency Work. In cases where Licensee reasonably determines that emergency work is necessary, Licensee shall use its best efforts to contact MTA's representative personally or by phone prior to commencing such work. During any emergency work, Licensee shall comply with all requests and requirements of MTA staff or contractors responding to the emergency. Licensee shall immediately contact MTA at the emergency telephone numbers listed below for any emergency which may effect the safe operation of the light rail line adjacent to the License Property, or requires immediate emergency work to be conducted within twenty five (25) feet of the centerline of any railroad track:

Call for all emergencies:

**Rail Operations Control Center (ROC)
(800) 396-2166, 24 hours**

In cases where MTA reasonably determines that emergency work is necessary on License Property, MTA shall use its best efforts to contact Licensee at the emergency telephone numbers listed below for any emergency, which may effect the safe operation of the Bikeway, or requires immediate emergency work to be conducted within twenty-five (25) feet of the centerline of the railroad track.

Call for all emergencies:

- 1) 911 and
- 2) City of Paramount

11.7 (b) Control Station Instrument House at Caroline Avenue and the Bikeway. MTA reserves the right to access and use the Bikeway adjacent to Caroline Avenue for emergency vehicle access to the National Control Station Instrument House (Control Station) anytime of the day to enable repair work to be performed. Licensee shall provide MTA with one (1) set of keys to the bollards located at the entry of Caroline Avenue onto the Bikeway, and authorizes MTA to remove the bollards for vehicle access to the Control Station as needed.

11.8 AGREEMENTS WITH OTHERS. THE LICENSE SHALL BE SUBJECT TO EXISTING AGREEMENTS BY AND BETWEEN MTA, THE CITY OF LOS ANGELES, COUNTY OF LOS ANGELES AND TELECOMMUNICATIONS COMPANIES, AND OTHER POTENTIAL USERS (COLLECTIVELY THE "POTENTIAL CONDUIT USERS"), WHICH ARE PENDING AS OF THE COMMENCEMENT DATE OF THIS AGREEMENT BUT WHICH HAVE YET TO BE EXECUTED OR WHICH MAY OTHERWISE BE ENTERED INTO IN THE FUTURE, ALLOWING THE POTENTIAL CONDUIT USERS TO CONSTRUCT AND OPERATE A FIBER OPTIC SYSTEM WITHIN THE LICENSE PROPERTY. MTA WILL ENDEAVOR TO ENSURE THAT FUTURE INSTALLATION BY POTENTIAL CONDUIT USERS SHALL NOT HARM OR HINDER ACCESS TO LICENSEE'S OR MTA'S FACILITIES. EXISTING AND FUTURE USERS ARE/WILL BE REQUIRED TO REPAIR/RESTORE AT THEIR OWN EXPENSE, ANY PORTION OF THE LICENSE PROPERTY THAT WAS IMPACTED BY THEIR WORK AND/OR OPERATIONS. THIS SECTION DOES NOT APPLY TO ANY LICENSEE-OWNED PROPERTY.

12. USE

12.1. The License Property and the Bikeway shall be used only for the purposes specified in Part II, Section 1.1 of this Agreement and for such lawful purposes as may be directly incidental thereto. No change shall be made by Licensee in the use of the License Property or to the Bikeway without MTA's prior review and written approval.

12.2 In no event can the License Property be used for park or recreational purposes, except as provided in Part II, Sections 1.1 and 12.1 of this Agreement.

13. ABANDONMENT

Should Licensee at any time abandon the active use of the Bikeway or the License Property, by the public as a Bikeway or any part thereof, or fail at any time for a continuous period of 90 days to use the Bikeway for the purposes contemplated herein, except for the non-use due to construction or maintenance of the Bikeway, then MTA in its sole discretion may terminate this Agreement on 30 days' prior written notice. In addition to any other rights or remedies, upon termination, MTA shall be entitled to exclusive possession of the MTA-owned portion so abandoned or discontinued, without the encumbrance of this Agreement.

14. BREACH

Should Licensee breach, or fail to keep, observe or perform any agreement, covenant, term or condition on its part herein contained, MTA will issue a written notice identifying the breach and requesting that the breach be cured. Licensee will be given 30 days from such notice to cure the breach. If such breach is not cured by the end of such 30 day period, in addition to any other available rights and remedies, MTA, at its option and upon 30 days' written notice to Licensee may:

(a) perform any necessary or appropriate corrective work at Licensee's expense, which Licensee agrees to pay to MTA within 30 days of MTA's demand for payment, or

(b) terminate this Agreement and at any time thereafter, recover possession of the License Property or any part thereof, and expel and remove therefrom Licensee and any other person occupying the License Property by lawful means, and again repossess and enjoy the License Property and the Bikeway, without prejudice to any of the remedies that MTA may have under this Agreement, at law or equity by reason of Licensee's default or of such termination.

15. SURRENDER

15.1. As a condition to termination of this Agreement for any reason or on the expiration of this Agreement, unless otherwise agreed to by MTA in writing to leave in place any part of the Bikeway, Licensee, at its own cost and expense, shall (i) pay MTA a lump sum amount equal to the cost to continue maintenance, operations and repair of the Bikeway by MTA for the next five (5) years; and (ii) turn over the Bikeway to MTA in a state and condition reasonably satisfactory to MTA. Should Licensee fail to comply with the requirements of the preceding sentence, MTA may at its option perform the same at Licensee's reasonable expense, which costs Licensee shall pay to MTA within 30 days from receipt of an invoice from MTA.

15.2 No termination hereof shall release Licensee from any liability or obligation hereunder, whether of indemnity or otherwise, resulting from any acts, omissions or events happening prior to the date the Bikeway is removed and the License Property is restored.

16. INDEMNIFICATION

16.1 Licensee, on behalf of itself and its successors and assigns, agrees to indemnify, defend (by counsel reasonably satisfactory to MTA), and hold harmless MTA and its subsidiaries, and their respective officers, directors, employees, agents, invitees, licensees, successors and assigns (individually and collectively, "Indemnitees"), to the maximum extent allowed by law, from and against all loss, liability, claims, demands, suits, liens, claims of lien, damages, costs and expenses (including, without limitation, any fines, penalties, judgments, litigation expenses, and experts' and attorneys' fees), that are incurred by or asserted against Indemnitees arising out of or connected in any manner with (i) the acts or omissions to act of the Licensee, or its officers, directors, affiliates, Licensee's Parties or anyone employed by or for whose acts Licensee is liable (collectively, "Personnel") or invitees of Licensee, in connection with the License Property, the Bikeway or arising from the presence upon or performance of activities by Licensee or its Personnel with respect to the License Property or the Bikeway, (ii) bodily injury to or death of any person (including employees of Indemnitees) or damage to or loss of use of property resulting from such acts or omissions of Licensee or its

Personnel, or (iii) non-performance or breach by Licensee or its Personnel of any term or condition of this Agreement, in each case whether occurring during the Term of this Agreement or thereafter.

16.2 The foregoing indemnity shall be effective except to the extent any liability is caused by the active negligence or willful misconduct of Indemnitees or unless Indemnitees are fully indemnified by any other lessee and/or licensee (unrelated to this License), shall survive termination of this Agreement, and is in addition to any other rights or remedies which Indemnitees may have under the law or under this Agreement.

Upon request of MTA, Licensee shall provide insurance coverage, as provided in Part II, Section 18, for possible claims or losses covered by the indemnification and defense provisions of this Agreement.

16.3 Claims against the Indemnitees by Licensee or its Personnel shall not limit the Licensee's indemnification obligations hereunder in any way, whether or not such claims against Indemnitees may result in any limitation on the amount or type of damages, compensation, or benefits payable by or for a Licensee or its Personnel under workers' compensation acts, disability benefit acts or other employee benefit acts or insurance.

17. ASSUMPTION OF RISK AND WAIVER

17.1 To the maximum extent allowed by law, Licensee assumes risk of loss, damage or injury of any kind to any person or property, including without limitation, the Bikeway, the License Property and any other property of, or under the control or custody of, Licensee. Licensee's assumption of risk shall include, without limitation, loss or damage caused by: (i) defects in Licensee's improvements on the License Property, (ii) accident or fire or other casualty caused by Licensee on License Property, (iii) normal and customary transportation activity, including MTA's transit operations, and the operations of any construction, maintenance or repair company validly operating on the MTA Property and including electrical discharge, noise or vibration resulting from said activity on or near MTA Property, or (iv) any normal and customary response by MTA, with respect to any event resulting from the foregoing Items (i) through (iii). The term "MTA" as used in this section shall include: (i) any related company validly operating upon or over MTA's property and (ii) any other persons or companies employed, retained or engaged by MTA. Licensee, on behalf of itself and its Personnel (as defined in Part II, Section 16), and to the extent permitted by law, its invitees, as a material part of the consideration for this Agreement, hereby waives all claims and demands against MTA for any such loss, damage or injury of Licensee and/or its Personnel.

MTA assumes all risk and responsibility for injury or damage occurring as a result of MTA granting third parties a License or subsurface interest to access the License Property. To the extent MTA grants right to third parties, those rights shall not unreasonably interfere with License Property use of the property as a bikeway and

pedestrian walkway, appurtenant City roadway infrastructure, and other adjacent uses.

17.2 The provisions of this section shall survive the termination of this Agreement.

18. INSURANCE

Licensee, at its sole cost and expense, shall comply, where applicable, with the insurance requirements set forth in Exhibit "B," and obtain and maintain in full force and effect during the Term of this Agreement the applicable insurance in the amounts and coverages specified and issued by insurance companies as described on Exhibit "B". MTA reserve the right, throughout the Term of this Agreement, to review and upon giving 60 days' notice to Licensee, to change the amount and type of insurance coverage it requires in connection with this Agreement or any work to be performed on the License Property. Prior to (i) entering the License Property or (ii) performing any Work or maintenance on the License Property, Licensee shall furnish MTA with insurance endorsements or certificates, where it is feasible and applicable, evidencing the existence, amounts and coverages of the insurance required to be maintained hereunder. As a public entity, Licensee may satisfy this requirement through the use of commercial insurance, self insurance, risk pooling or risk retention, or any combination thereof at Licensee's option. MTA shall not be liable for the payment of any premiums or assessments for insurance required to be maintained by Licensee under this Agreement.

19. TESTS AND INSPECTIONS

MTA shall have the right at any time to inspect the License Property and the Bikeway so as to monitor compliance with this Agreement. If, in MTA's reasonable judgment, any installation on, or use or condition of the License Property may have an adverse effect on the MTA Property, adjacent property (whether or not owned by MTA) or MTA operations, MTA shall be permitted to conduct any tests or assessments, including but not limited to environmental assessments, of, on or about the License Property, as it determines to be necessary or useful to evaluate the condition of the License Property. Licensee shall cooperate with MTA in any tests or inspections deemed necessary by MTA. Licensee shall pay or reimburse MTA, as appropriate, for all reasonable costs and expenses incurred due to tests, inspections or any necessary corrective work and inspections thereafter.

20. HAZARDOUS/TOXIC MATERIALS USE AND INDEMNITY

20.1 Licensee shall operate and maintain the License Property in compliance with all, and shall not cause or permit the License Property to be in violation of any federal, state or local environmental, health and/or safety-related laws, regulations, standards, decisions of the courts, permits or permit conditions, currently existing or as amended or adopted in the future which are or become applicable to Licensee or the License Property ("Environmental Laws"). Except for Hazardous Materials expressly

approved by MTA in writing, Licensee shall not cause or permit, or allow any of Licensee's Parties to cause or permit, any Hazardous Materials to be brought upon, stored, used, generated, treated or disposed of on or about the MTA Property. As used herein, "Hazardous Materials" means any chemical, substance or material which is now or becomes in the future listed, defined or regulated in any manner by any Environmental Law based upon, directly or indirectly, its properties or effects. Licensee will not be responsible for any condition existing prior to the commencement of this License.

20.2 Licensee shall indemnify, defend (by counsel reasonably acceptable to MTA) and hold harmless the Indemnities (as defined in Part II, Section 16) from and against all loss, liability, claim, damage, cost or expense (including without limitation, any fines, penalties, judgments, litigation expenses, attorneys' fees, and consulting, engineering, and construction fees and expenses) incurred by Indemnitees as a result of (a) Licensee's breach of any prohibition or provision of this section, or (b) any release of Hazardous Materials upon or from the Bikeway or the License Property or contamination of the MTA Property or adjacent property (i) which occurs due to the use and occupancy of the Bikeway or the MTA Property by Licensee or Licensee's Parties, or (ii) which is made worse due to the act or failure to act of Licensee or Licensee's Parties.

20.3 The foregoing indemnity shall be effective except to the extent any liability is caused by the active negligence or willful misconduct of Indemnitees or unless Indemnitees are fully indemnified by any other lessee and/or licensee (unrelated to this License), shall survive termination of this Agreement, and is in addition to any other rights or remedies which Indemnitees may have under the law or under this Agreement.

20.4 Licensee shall promptly notify MTA of any release on, or contamination of, MTA Property of which Licensee or any of Licensee's Parties becomes aware. In addition, in the event of any release on or contamination of the License Property by Licensee or Licensee's Parties, Licensee, at its sole expense, shall promptly take all actions necessary to clean up the affected property (including the MTA Property and all affected adjacent property, whether or not owned by MTA) and to return the affected property to the condition existing prior to such release or contamination, to the reasonable satisfaction of MTA and in accordance with applicable requirements of any governmental authorities having jurisdiction thereover.

21. UNDERGROUND STORAGE TANKS

NEITHER LICENSEE NOR LICENSEE'S PARTIES SHALL INSTALL OR USE ANY UNDERGROUND STORAGE TANKS ON THE LICENSE PROPERTY UNLESS SPECIFICALLY APPROVED IN ADVANCE IN WRITING BY MTA, WHICH APPROVAL MAY BE WITHHELD IN MTA'S SOLE DISCRETION.

22. SUBORDINATE RIGHTS

22.1 This Agreement is subject and subordinate to the prior and continuing right and obligation of MTA, its successors and assigns, to use the MTA Property or any portion thereof in the exercise of its powers and in the performance of its duties, including those as a public transportation body. Accordingly, there is reserved and retained unto MTA, its successors, assigns and permittees, the right to construct, reconstruct, operate, maintain, use and/or relocate existing and future rail tracks, facilities and appurtenances and existing and future transportation, communication, pipeline and other facilities and appurtenances in, upon, over, under, across and along the MTA Property or any portion thereof, and in connection therewith the right to grant and convey to others, rights and interests to the MTA Property or any portion thereof.

22.2 This Agreement is subject to all licenses, leases, easements, reservations, restrictions, conditions, covenants, encumbrances, liens, claims and other matters of title ("title exceptions") which may affect the License Property now or hereafter. This Agreement is executed and delivered by MTA without any warranty of title, express or implied, and the words "grant" or "convey" as used herein shall not be construed as a warranty of title or as a covenant against the existence of any such title exceptions.

22.3 In the event MTA is made aware of any intent by its permittees to perform any of the above-referenced activities, MTA shall require permittees to promptly advise and fully inform Licensee with respect to said intentions.

22.4 This Agreement is subject to all licenses, leases, easements, restrictions, conditions, covenants, encumbrances, liens, claims and other matters of title ("title exceptions") which may affect the License Property now or hereafter, and the words "grant" or "convey" as used herein shall not be construed as a covenant against the existence of any such title exceptions.

22.5 Neither MTA, nor any Indemnitee shall have any liability or obligation with respect to any acts or omissions of any of the beneficiaries of the above-referenced title exceptions. MTA, its successors, assigns and permittees shall, at all times, have the right to enter upon and use the License Property in common with Licensee, provided that such entry and use does not materially and adversely affect Licensee's rights under this Agreement and long term use of said License Property.

22.6 The beneficiaries of the title exceptions and any other business operating on or possessing rights to use MTA Property, are referred to herein as "Businesses".

23. COMPLIANCE WITH LAWS

Licensee shall comply with all applicable federal, state and local laws, regulations, rules and orders in its work on, or maintenance, inspection, testing or use of, the License Property and Bikeway and the MTA Property and shall furnish

satisfactory evidence of such compliance promptly upon request of MTA. MTA may enter the License Property to inspect the Bikeway at any time, upon provision of reasonable notice of inspection to Licensee. Licensee shall obtain all required permits or licenses required by any governmental authority for its use of the License Property and the Bikeway, at its sole cost and expense.

24. CONDEMNATION

In the event all or any portion of the License Property shall be taken or condemned for another public use (including conveyance by deed in lieu of or in settlement of condemnation proceedings), Licensee assigns to MTA all compensation (if any) arising out of such taking or condemnation awarded to Licensee.

25. MARKERS – Intentionally Omitted

26. GENERAL PROVISIONS

26.1 Notices. All notices and demands which either party is required to or desires to give to the other shall be made in writing by personal delivery, by express courier service or by certified mail postage prepaid, and addressed to such party at its address set forth in Part 1, Sections 7 and 8, respectively, of this Agreement. Either party may change its address for the receipt of notice by giving written notice thereof to the other party in the manner herein provided. Notices shall be effective only upon receipt by the party to whom notice or demand is given.

26.2 Non-Exclusive License. The license granted herein is exclusive to the surface. However, MTA specifically reserves the right to grant other licenses within the License Property and to provide the right of access to parties with subsurface interest, subject to the provisions of Part II, Sections 1.1 and 17 of this Agreement.

26.3 Governing Law. This Agreement shall be governed by the laws of the State of California.

26.4 Severability. If any term, covenant, condition or provision of this Agreement, or the application thereof to any person or circumstance, shall to any extent be held by a court of competent jurisdiction to be invalid, void or unenforceable, the remainder of the terms, covenants, conditions, or provisions of this Agreement, or the application thereof to any person or circumstance, shall remain in full force and effect and shall in no way be affected, impaired or invalidated thereby.

26.5 Interest on Past-due Obligations. Except as expressly herein provided, any amount due to MTA arising out of this Agreement which is not paid when due shall bear interest, from the date due, at the maximum rate then allowable by law. Such interest will be due MTA as applicable, as it accrues. Payment of such interest shall not excuse or cure any default by Licensee under this Agreement, provided, however, that interest shall not be payable on late charges incurred by Licensee.

26.6 Captions. The Captions included in this Agreement are for convenience only and in no way define, limit, or otherwise describe the scope or intent of this Agreement or any provision hereof, or in any way affect the interpretation of this Agreement.

26.7 Survival of Obligations. All obligations of Licensee hereunder not fully performed as of the expiration or earlier termination of the Term of this Agreement shall survive the expiration or earlier termination of this Agreement, including without limitation, all obligations concerning the condition of the MTA Property and the License Property.

26.8 Waiver of Covenants or Conditions. The waiver by one party of the performance of any covenant or condition under this Agreement shall not invalidate this Agreement nor shall it be considered a waiver by it of any other covenant or condition under this Agreement.

26.9 Amendment. This Agreement may be amended at any time by the written agreement of MTA and Licensee. All amendments, changes, revisions, and discharges of this Agreement in whole or in part, and from time to time, shall be binding upon the parties despite any lack of legal consideration, so long as the same shall be in writing and executed by the parties hereto.

26.10 Assignment. This Agreement and the license granted herein are personal to the Licensee. Licensee shall not assign or transfer (whether voluntary or involuntary) this Agreement in whole or in part, or permit any other person or entity to use the rights or privileges hereby conveyed, without the prior written consent of MTA, which may be withheld in MTA's sole and absolute discretion, and any attempted act in violation of the foregoing shall be void and without effect and give MTA the right to immediately terminate this Agreement.

26.11 Attorneys' Fees. In any judicial or arbitration proceeding involving performance under this Agreement, or default or breach thereof, the prevailing party shall be entitled to its reasonable attorney's fees and costs.

26.12 Nondiscrimination. Licensee certifies and agrees that all persons employed thereby and/or the affiliates, subsidiaries, or holding companies thereof and any contractors retained thereby with respect to the License Property are and shall be treated equally without regard to or because of race, religion, ancestry, national origin, or sex, and in compliance with all federal and state laws prohibiting discrimination in employment, including but not limited to the Civil Rights Act of 1964; the Unruh Civil Rights Act; the Cartwright Act; and the California Fair Employment Practices Act.

26.13 Further Acts. Each of the parties agrees to perform any further acts and to execute and deliver in recordable form any documents which may be reasonably

necessary to carry out the provisions of this Agreement, including, at MTA's sole discretion, the relocation of the Bikeway and the license granted hereby.

26.14 Termination for Public Project. Licensee hereby expressly recognizes and agrees that the License Property is located on property owned and/or operated by MTA that may be developed for public projects and programs which may be implemented by MTA or other public agencies, such as, but not limited to: rail and bus transitways, other bikeways, walkways, beautification projects and other related or similar uses (collectively "Project"), and that Licensee's use of the License Property under this License is an interim use. Accordingly, as a condition to entering into this License, MTA expressly reserves the right to terminate the License for any Project. Licensee expressly acknowledges and agrees that: (1) in the event MTA terminates this License and requires Licensee to vacate the License Property for any such Project, Licensee (a) shall not be entitled to receive any relocation assistance, moving expenses, goodwill or other payments under the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, as amended, 42 U.S.C. §4601 et seq. and/or the California Relocation Assistance Law, as amended, California Government Code §7260 et seq; and (b) shall not be entitled to any compensation under the eminent domain law, as a result of such termination and vacation of the License Property.

MTA
Licensee

26.15 Licensee hereby waives any right to relocation assistance, moving expenses, goodwill or other payments to which Licensee might otherwise be entitled to under the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, as amended, 42 USC Section 4601 et. seq. and /or the California Relocation Assistance Law, as amended, Government Code Section 7260 et. seq. but for this waiver and MTA express right of termination.

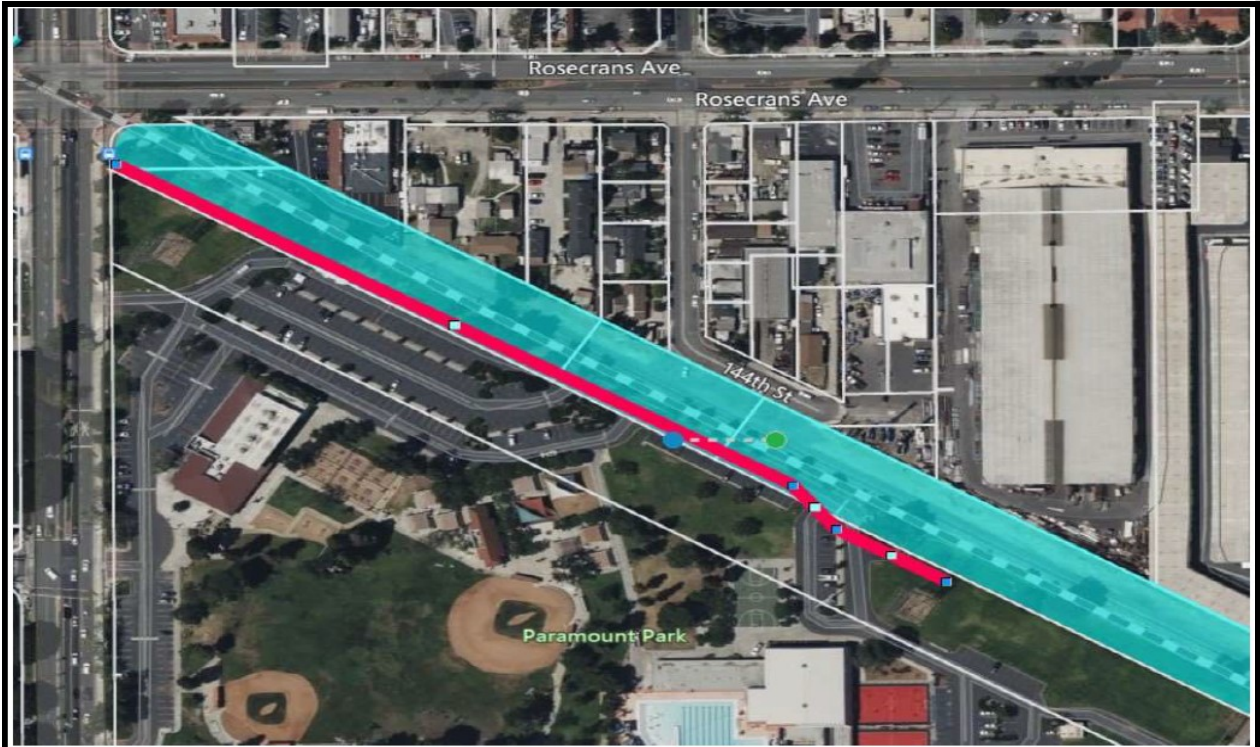
26.16 No Recording. Licensee shall not record or permit to be recorded in the official records of the county where the License Property is located any memorandum of this Agreement or any other document giving notice of the existence of this Agreement or the license granted hereby.

26.17 Revocable License. Licensee agrees that notwithstanding the improvements made by Licensee to the License Property or other sums expended by Licensee in furtherance of this Agreement, the license granted herein is revocable by MTA in accordance with the terms of this Agreement.

26.18 Entire Agreement; Amendments. This Agreement and the Exhibits hereto constitute the entire agreement between the Parties with respect to the subject matter hereof and supersede all prior verbal or written agreements and understandings between the Parties with respect to the items set forth herein. This Agreement may be amended at any time by the written agreement of MTA and Licensee. All amendments, changes, revisions, and discharges of this Agreement in whole or in part, and from time to time, shall be binding upon the parties despite any lack of legal consideration, so long as the same shall be in writing and executed by the parties hereto.

Exhibit "A"

License Property



USE:
Bikeway

LEGEND:
Approx. Location of License property
shown in red.



MAP: **LandVision**

APN No.: 6241-004-906, 905 & 904


 Metro	Branch/Line WSAB	Map Reference	Mile Post	EXHIBIT "A"	Lessee/Licensee The City of Paramount	
	Eng'g. Station N/A	Community N/A	City Paramount			
	County Los Angeles	Nearest Cross St. Paramount	Thomas Guide Grids	L.A.C.M.T.A. Attn: Real Estate Dept. One Gateway Plaza Los Angeles, CA 90012	MTA File No. RWSA000689	
	Area 8900 S.F.	Use As Shown	Legend As Shown		Scale As Shown	Date 10/02/2022 AD

Exhibit "A-1"

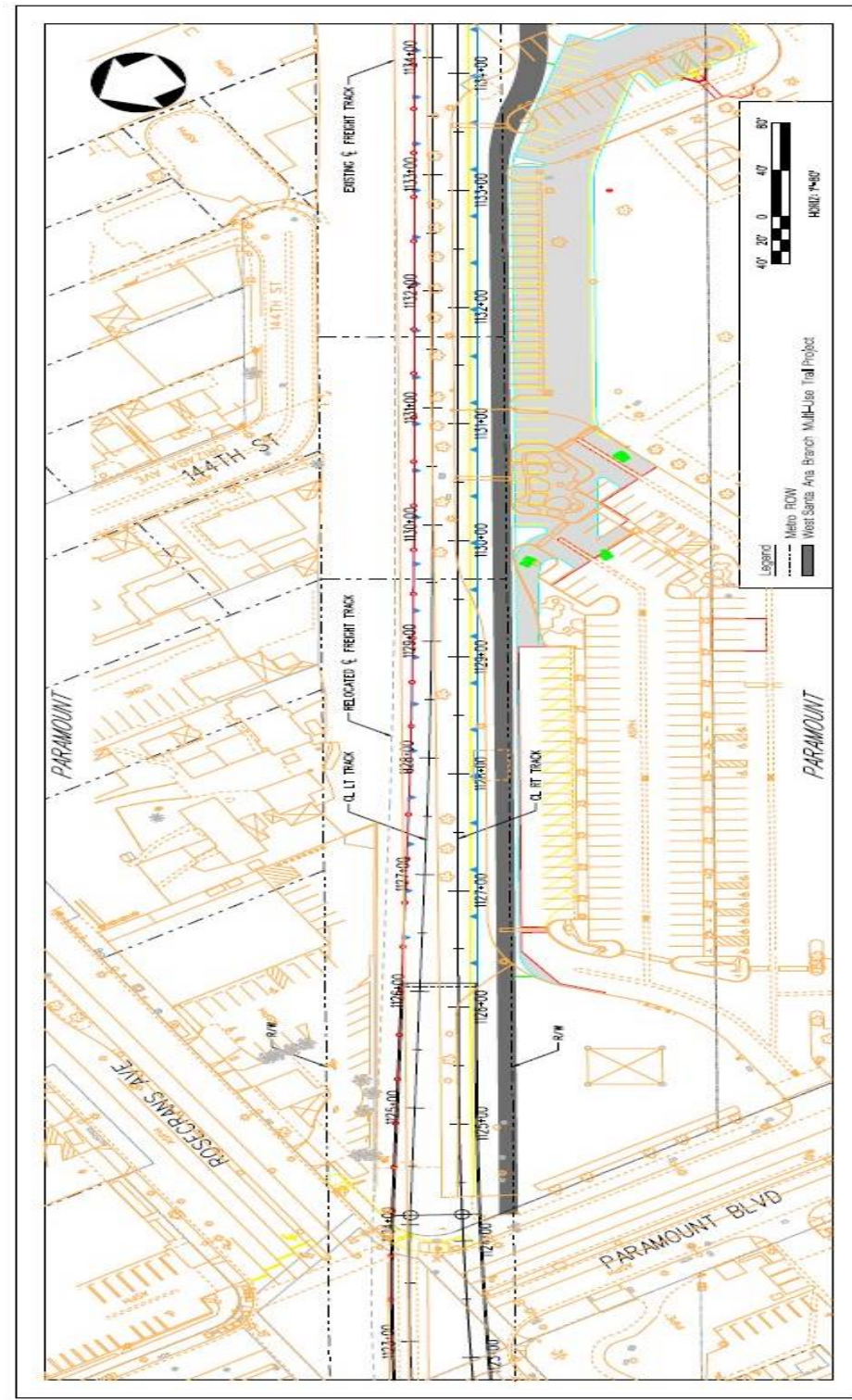


Exhibit "B"

INSURANCE REQUIREMENTS FOR LEASES, LICENSES, AND PERMITS

Lessee, Licensee, or Permittee shall procure and maintain, for the duration of the contract, insurance against claims for injuries to persons or damages to property which may arise from, or in connection with, the use of MTA property hereunder by the Lessee, Licensee, or Permittee, his agents, representatives, employees or subcontractors.

Minimum Scope of Insurance (Check all applicable boxes)

Coverage shall be at least as broad as:

- ☒ Insurance Services Office Commercial General Liability coverage (occurrence form CG 0001), or its equivalent.
- ☐ Insurance Services Office Form No. CA 0001 (Ed. 1/87) covering Automobile Liability, code 1 (any auto), or its equivalent.
- ☒ Worker's Compensation insurance as required by the State of California and Employer's Liability Insurance.
- ☐ Course of Construction insurance form providing coverage for "all risks" of loss.
- ☐ Property insurance against all risks of loss to any licensee improvements or betterments.
- ☐ Insurance Services Office Railroad Protective Liability
- ☐ Contractor's Pollution Liability with coverage for:
 - a. bodily injury, sickness, disease, mental anguish or shock sustained by any person, including death;
 - b. property damage including physical injury to or destruction of tangible property including the resulting loss of use thereof, clean-up costs, and the loss of use of tangible property that has not been physically injured or destroyed;
 - c. defense, including costs, charges and expenses incurred in the investigation, adjustment or defense of claims for such compensatory damages; and
 - d. losses caused by pollution conditions that arise from the operations of the contractor described under the scope of services of this contract.

Minimum Limits of Insurance (Check all applicable boxes)

Lessee, Licensee, or Permittee shall maintain limits no less than:

- ☒ General Liability: \$5,000,000 per occurrence for bodily injury, personal injury and property damage. If Commercial General Liability Insurance or other form with a general aggregate limit is used, either the general aggregate limit shall apply separately to this project/location or the general aggregate limit shall be twice the required occurrence limit.
- ☐ Automobile Liability: \$5,000,000 per accident for bodily injury and property damage.
- ☒ Employer's Liability: \$5,000,000 per accident for bodily injury or disease.
- ☐ Course of Construction: Completed value of the project.
- ☐ Property Insurance: Full replacement cost with no coinsurance penalty provision.

- ☐ Railroad Protective Liability: \$2,000,000 per occurrence. Aggregate limit shall apply separately to this project/location or the aggregate limit shall be twice the required per occurrence limit
- ☐ Contractors Pollution Liability: \$1,000,000 per occurrence/\$2,000,000 annual aggregate.

Deductibles and Self-Insured Retentions

Any deductibles or self-insured retentions must be declared to and approved by MTA. At the option of MTA, either: the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects MTA, its officials and employees; or the Lessee, Licensee, or Permittee shall procure a bond guaranteeing payment of losses, and related investigations, claim administration and defense expenses.

Other Insurance Provisions

The general liability and automobile liability policies are to contain, or be endorsed to contain, the following provisions:

1. MTA, its subsidiaries, officials and employees are to be covered as insureds as respects: liability arising out of activities performed by or on behalf of the Lessee, Licensee, or Permittee; products and completed operations of the Lessee, Licensee, or Permittee; premises owned, occupied or used by the Lessee, Licensee, or Permittee; and automobiles owned, leased, hired or borrowed by the Lessee, Licensee, or Permittee. The coverage shall contain no special limitations on the scope of protection afforded to MTA, its subsidiaries, officials and employees.
2. For any claims related to this project, the Lessee, Licensee, or Permittee's insurance coverage shall be primary insurance as respects MTA, its subsidiaries, officials and employees. Any insurance or self-insurance maintained by MTA, its subsidiaries, officials and employees shall be excess of the contractor's insurance and shall not contribute with it.
3. Any failure to comply with reporting or other provisions of the policies including breaches of warranties shall not affect coverage provided to MTA, its subsidiaries, officials and employees.
4. The Lessee, Licensee, or Permittee's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.
5. Each insurance policy required by this clause shall be endorsed to state that coverage shall not be suspended, voided, canceled by either a party, or reduced in coverage or in limits, except after 30 days' prior written notice by certified mail, return receipt requested, has been given to MTA.
6. Workers' Compensation and Employer's Liability policies shall contain the inclusion of the MTA, its Subsidiaries, officials and employees as additional insured, or provide a waiver of subrogation.

Course of construction policies shall contain the following provisions:

1. MTA shall be named as loss payee.
2. The insurer shall waive all rights subrogation against MTA.

Acceptability of Insurers

Insurance is to be placed with insurers with a current A.M. Best's rating of no less than A:VII, unless otherwise approved by MTA.

Verification of Coverage

Lessee, Licensee, or Permittee shall furnish MTA with original endorsements and certificates of insurance evidencing coverage required by this clause. All documents are to be signed by a person authorized by that insurer to bind coverage on its behalf. All documents are to be received and approved by the MTA before work commences. As an alternative, the Lessee, Licensee, or Permittee may provide complete, certified copies of all required insurance policies, including endorsements affecting the coverage required by these specifications.

Contractors and Subcontractors

Lessee, Licensee, or Permittee shall include all contractors and subcontractors as insureds under its policies or require certificates and endorsements for each contractor and subcontractor. All coverages for contractors and subcontractors shall be subject to all of the requirements stated herein. The administration of insurance compliance of contractors and subcontractors shall be subject to audit review by MTA.

Exhibit "C"

Permitted Hazardous Materials

None.

Exhibit "D"

Additional Provisions

None.

FEBRUARY 14, 2023

REPORT

PROGRAM PARTNER AGREEMENT – ANNUAL UPDATE



To: Honorable City Council

From: John Moreno, City Manager

By: David Johnson, Community Services
Director Rebecca Bojorquez, Management
Analyst

Date: February 14, 2023

Subject: PROGRAM PARTNER AGREEMENT – ANNUAL UPDATE

BACKGROUND

The Youth Sports Leagues Program Partner Agreement (PPA) was brought before the City Council and approved at the March 17, 2020 City Council meeting, and became effective on January 1, 2021. The PPA identifies clear expectations for both the City and the independent youth sports leagues in Paramount and, includes a requirement that a report on each league's performance against the PPA be provided annually to the City Council for review. In the event a youth league fails to adhere to the expectations outlined in the PPA, their status will be evaluated by the Community Services Director. Any proposed action will be reviewed by the Parks and Recreation Commission and then presented to City Council for final decision.

Community Services staff met with all three youth league presidents in December 2021 to provide a refresher on the PPA and to answer any questions the presidents had regarding expectations and requirements. Since then, staff has been working with a youth league accountant to assist each of Paramount's independent youth leagues with organizing, preparing, filing and maintaining their financial obligations as outlined in the PPA. This report provides a summary of each of the independent youth sports league's 2022 recreational seasons and their current status in working with the accountant.

DISCUSSION

Paramount Youth Soccer Organization

The Paramount Youth Soccer Organization (PYSO) ran its recreation season in the spring, from March to June, 2022. They began registration in fall of 2021 and used the City's social media platforms to publicize their registration, as well as flyers that were passed out at PUSD schools. PYSO had 189 (80% Paramount / PUSD residents) participants register and had 11 participants receive financial assistance from the City's Youth Sports Scholarship Program.

PYSO was one of the first youth leagues to work with the youth league accountant to ensure they were in compliance. To date, PYSO is in good standing with both the Franchise Tax Board and Secretary of State. They have an active board and they have a

process to record income and expenses. PYSO has also filed their tax returns for 2021. Their next step is merging their finances onto QuickBooks and teaching board members how to use QuickBooks.

WestCoast Rebels

The WestCoast Rebels held its recreation season in the fall from September to December, 2022. They began registration in spring and used the City's social media platforms to publicize their season, as well as passed out flyers at PUSD schools. WestCoast Rebels had 61 (76% Paramount / PUSD resident) participants register and had 17 participants receive financial assistance from the City's Youth Sports Scholarship.

WestCoast Rebels has been terminated with the Franchise Tax Board and they are not in good standing with the Secretary of State. WestCoast Rebels continues to meet with the accountant to work towards getting into good standing. The youth league accountant showed WestCoast Rebels how to track income and expenses and will be shown how to use QuickBooks.

Paramount Junior Athletic Association

The Paramount Junior Athletic Association (PJAA) ran its recreation season in the spring, from April to June, 2022. They began registration in January and did not use the City's social media platforms to publicize their season. They had 87 (86% Paramount / PUSD residents) participants register and did not have any participants apply for financial assistance from the City's Youth Sports Scholarship Program.

Each youth league was asked to work with the accountant beginning in May 2022. From the beginning, PJAA had difficulty in meeting with the accountant, which delayed their ability to start the financial obligation process. Staff suspended permits for All-Star practice in August, forcing PJAA to finally meet with the accountant. At that meeting, the accountant asked PJAA to provide financial documentation for the Spring 2022 season so that the accountant could review their revenues and expenditures. The accountant also went over PJAA's 501(c)(3) status, which has been revoked by the IRS since 2010 but would work to reapply once the accountant had PJAA's financials in order. However, since PJAA's initial meeting with the accountant on Friday, August 12, 2022, no additional meetings have taken place after numerous attempts to schedule.

Community Services staff met with the youth league accountant in early December to go over each youth league's status, cooperation in meeting the deadlines and to prepare for the upcoming filing period. At that time, the accountant let staff know he had not heard from PJAA since the meeting in August and had not been provided the necessary documents as requested. The accountant informed staff that it would be best to abandon the revoked PJAA 501(c)(3) and reapply under a new name, as it would be an estimated \$12,000 to rectify the old tax exemption status. If the accountant were to apply for a new tax exemption status, it would be an estimated \$1,500. All paperwork associated with applying for a new tax exemption status with the Internal Revenue Service, Franchise

Tax Board and Secretary of State in California would all be handled by the accountant and fees associated with the reapplication would be paid by the City. However, the accountant is only able to complete the necessary filing requirements with the proper and needed documents.

To date, PJAA has yet to schedule a zoom-meeting with the accountant and has been late in responding to emails and phone calls and does not provide a clear schedule for the accountant to work with. Since PJAA is in clear violation of the Program Partner Agreement, under section 3A, and 10.1, no practice or game permits will be accepted until staff has seen significant progress made in providing financial documentation to the accountant and attempts to reconcile their revoked tax-exempt status. Suspension of future permits does put a Spring 2023 PJAA recreation season in jeopardy. This potential action was reported to the Parks & Recreation Commission on November 16, 2022, with no further input from the Commission.

FISCAL IMPACT

There is no current fiscal impact. All associated costs for the youth league accountant's time and filing fees will be accounted for in the Fiscal Year 2023-24 budget process.

VISION, MISSION, VALUES, AND STRATEGIC OUTCOMES

The City's Vision, Mission, and Values set the standard for the organization; establish priorities, uniformity and guidelines; and provide the framework for policy decision making. The Strategic Outcomes were implemented to provide a pathway to achieving the City's Vision. This item aligns with Strategic Outcome No. 6: Efficient, Effective and Fiscally Responsible and Strategic Outcome No. 2: Community Health.

RECOMMENDED ACTION

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