

PUBLIC PARTICIPATION NOTICE

Public Participation Accessibility for the City of Paramount meetings scheduled for **Tuesday, May 23, 2023**.

In-person Attendance:

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

View the City Council meeting live stream:

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

Public Comments:

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

- **In-Person**

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

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

E-mail public comments must be received by **4:45 p.m. on Tuesday, May 23, 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.

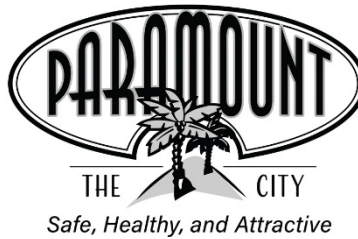
- **Teleconference: (562) 220-2225**

Participants wishing to address the City Council by teleconference should call City Hall at **(562) 220-2225** by **4:45 p.m. on Tuesday, May 23, 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
May 23, 2023



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

City of Paramount

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

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 Isabel Aguayo

PLEDGE OF ALLEGIANCE

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

PRESENTATIONS

1. [PRESENTATIONS](#) EDUCATION MONTH
 - Proclaiming June 2023 as Education Month
 - Recognition of PUSD Teachers of the Year
 - Recognition of PUSD Classified Employees and Staff of the Year
2. [PROCLAMATION](#) National Building Safety Month
3. [VIDEOS](#) Paramount Public Works in Action

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](#) Applications for Fireworks Permits – 2023
5. [APPROVAL](#) Declaration of Surplus Property
6. [APPROVAL](#) Amended YMCA Agreement to Use City Facilities for Youth Program
7. [AWARD OF CONTRACT](#) City Hall Restroom Renovation (City Project No. 9373)
8. [APPROVAL](#) Continued Authorization for Emergency Repairs of the Clearwater Building

NEW BUSINESS

9. [ORAL REPORT](#) Update on Al Fresco Restaurant Patio Program
10. [APPROVAL](#) Amendment to the American Rescue Plan Act (ARPA) Project Expenditure Plan

-
- | | | |
|-----|------------------------------------|---|
| 11. | <u>APPROVAL</u> | World Energy Community Benefits Agreement – Year One Spending Plan |
| 12. | <u>APPROVAL</u> | Service Agreement with Southwest Patrol, Inc for Park Supervision and Security Services |
| 13. | <u>ORAL REPORT</u> | Building and Safety |

Update **ENVIRONMENTAL SUSTAINABILITY NEW**

BUSINESS

None

COMMENTS/COMMITTEE REPORTS

- Councilmembers
- Staff

CLOSED SESSION

ADJOURNMENT

To a meeting on June 13, 2023 at 6:00 p.m. at Progress Park Plaza,
15500 Downey Ave., Paramount, CA

MAY 23, 2023

EDUCATION MONTH

- PROCLAIMING JUNE 2023 AS EDUCATION MONTH
- RECOGNITION OF PUSD TEACHERS OF THE YEAR
- RECOGNITION OF PUSD CLASSIFIED EMPLOYEES AND STAFF OF THE YEAR

MAY 23, 2023

PROCLAMATION

NATIONAL BUILDING SAFETY MONTH

MAY 23, 2023

VIDEOS

PARAMOUNT PUBLIC WORKS IN ACTION

MAY 23, 2023

APPLICATIONS FOR FIREWORKS PERMITS - 2023

MOTION IN ORDER:

APPROVE THE APPLICATIONS TO SELL FIREWORKS SUBMITTED BY
THE EIGHT ELIGIBLE COMMUNITY GROUPS.

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
Johnnie Rightmer, Building and Safety Manager
Date: May 23, 2023

Subject: APPLICATIONS FOR FIREWORKS PERMITS – 2023

BACKGROUND

The eight nonprofit organizations eligible to sell “safe and sane” fireworks within the City of Paramount submitted applications to operate fireworks stands prior to the April 1, 2023 deadline. The fireworks stand locations are the same as last year. As required, these locations are one-quarter mile distance from the next closest fireworks stand. Per the Paramount Municipal Code, the sale of fireworks will be restricted to the hours between 7:00 a.m. and 10:00 p.m., June 28 through July 4, 2023.

Provided below is a list of the eight nonprofit groups and the proposed locations of their respective fireworks stands:

<u>Organization/Primary Mailing Address</u>	<u>Fireworks Stand Location</u>
Church of God of Prophecy 14743 Garfield Avenue	15101 Paramount Boulevard Lindsay Lumber
Downey Avenue Foursquare Church 13376 Downey Avenue	13376 Downey Avenue Downey Avenue Foursquare Church
Paramount Elks Club #1804 8108 Alondra Boulevard	8066 Alondra Boulevard Paramount Elks Club
Emmanuel Reformed Church 15941 Virginia Avenue	15717 Downey Avenue Rite-Aid
First Assembly of God 16215 Orizaba Avenue	7922 Rosecrans Avenue S/W corner of Rosecrans/Paramount
Knights of Columbus 15339 Paramount Boulevard	16229-16289 Paramount Boulevard Town Center West (Northgate)
Lions Club P.O. Box 110	14501-51 Lakewood Boulevard Walmart

Praise Chapel Paramount
8043 Madison Street

13120 Downey Avenue
Super A Market

Conditions of Approval

Upon City Council approval, each of the organizations must comply with the following conditions to open and operate fireworks stands:

1. Obtain the necessary approval and permits for a temporary fireworks stand from the Building and Safety Division of the Planning Department.
2. Comply with all applicable sections of Chapter 8.12 (Fireworks) of the Paramount Municipal Code.
3. Comply with the provisions of the State Fireworks Law, Rules, and Regulations of the State Fire Marshal.

FISCAL IMPACT

Fiscal impact is minimal as fireworks sales and permitting is an annual service to the community. Partial cost recovery is obtained through the business license and permitting 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 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.

RECOMMENDED ACTION

It is recommended that the City Council approve the applications to sell fireworks submitted by the eight eligible community groups.

MAY 23, 2023

DECLARATION OF SURPLUS PROPERTY

MOTION IN ORDER:

IT IS RECOMMENDED THAT THE CITY COUNCIL DECLARE THE ITEMS LISTED ON THE ATTACHED LIST AS SURPLUS PROPERTY AND AUTHORIZE THE MAYOR OR HER DESIGNEE TO DISPOSE OF THE PROPERTY BY APPROPRIATE MEANS.

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: May 23, 2023

Subject: DECLARATION OF SURPLUS PROPERTY

BACKGROUND

The City periodically disposes of surplus property when it is of benefit to the organization. Following the City Council's declaration that the listed items are surplus property, staff will dispose of the property through the use of either an outside public auction firm or through our contract with Enterprise. As is our normal practice, we will notify Paramount residents through local media of the date and time that the auction will occur. All auction related information can be found at US Auction's website: USAuctions.net.

DISCUSSION

The following list of items are recommended to be declared surplus property:

- Miscellaneous office furniture, cabinetry, and supplies
- Miscellaneous equipment
- Expired hand sanitizer

This current list includes items that have reached the end of their useful life including office furniture and equipment. The majority of the items on this list are due to the City Hall furniture replacement project.

FISCAL IMPACT

There is no 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 Outcomes No. 6: Efficient, Effective and Fiscally Responsible.

RECOMMENDED ACTION

It is recommended that the City Council declare the items listed on the attached list as surplus property and authorize the Mayor or her designee to dispose of the property by appropriate means.

MAY 23, 2023

AMENDED YMCA AGREEMENT TO USE CITY FACILITIES FOR YOUTH PROGRAMS

MOTION IN ORDER:

APPROVE THE PROPOSED AMENDMENTS TO THE YMCA AGREEMENT TO USE CITY FACILITIES FOR YOUTH PROGRAMS.

MOTION:

MOVED BY: _____

SECONDED BY: _____

[] APPROVED

[] DENIED

ROLL CALL VOTE:

AYES: _____

NOES: _____

ABSENT: _____

ABSTAIN: _____



To: Honorable City Council

From: John Moreno, City Manager

By: David Johnson, Community Services Director
Yecenia Guillen, Assistant Community Services Director

Date: May 23, 2023

Subject: AMENDED YMCA AGREEMENT TO USE CITY FACILITIES FOR YOUTH PROGRAMS

BACKGROUND

The City of Paramount has had an agreement with the Los Cerritos YMCA to operate youth sports programming at City facilities since 2017. The agreement was updated in 2018 to include a swim lesson program, updated again in 2019 to include the recreation swim program, and again in 2022 to include a competitive swim team program.

The YMCA has offered a variety of youth sports programs at City facilities to include youth basketball, youth sports camps, and youth mini-soccer program. These YMCA programs have filled the gap of youth sports in the City following the cessation of City-operated youth sports programs in 2009. The Community Services Department's current FY 2022-23 budget and proposed FY 2023-24 budget provides for the restart and operation of year-round City-operated youth sports.

YMCA Youth Sports Programming

The City's currently operating and planned youth sports leagues consist of: basketball, roller hockey, volleyball, mini-soccer, and T-Ball. To avoid duplication and competition, the YMCA will not be permitted to offer these youth leagues at City facilities. However, the YMCA is still able to provide other youth sports programming that does not interfere or compete with City-operated leagues based on availability of City facilities.

YMCA Agreement

Staff recommends amending the current YMCA Agreement to specifically remove references to a YMCA youth basketball program but keep current language regarding other youth sports programming. Staff also recommends the removal of references to an after-school program at Mariposa that has not operated for several years.

FISCAL IMPACT

The elimination of the YMCA youth basketball program will result in a \$10,000 savings to the Community Services Department beginning in FY 2023-24 that provided a subsidy to the YMCA to operate this program at a rate below their operating costs.

RECOMMENDED ACTION

It is recommended that the City Council approve the amended YMCA Agreement to Use City Facilities for Youth Programs.

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

THIS AMENDED AGREEMENT is made and entered into this 24th day of May, 2023, by and between the City of Paramount, hereinafter referred to as the "CITY," and the Young Men's Christian Association of Greater Long Beach, a California non-profit corporation, 15530 Woodruff Ave., Bellflower, CA 90706, hereinafter referred to as "YMCA". Both CITY and YMCA may collectively be referred to herein as ("the parties").

RECITALS

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

- (a) CITY is the owner of certain real property ("Property 1") which is located in the City of Paramount at 14400 Paramount Blvd. and which contains the Paramount Park Gymnasium, outdoor futsal courts, outdoor basketball courts, and pool; and
- (b) CITY also has access to various gymnasiums per a Joint Use Agreement with the Paramount Unified School District in which CITY is able to conduct CITY sponsored sports programs ("Property 3"); and
- (c) YMCA has experience and expertise with a wide variety of youth programs, including basketball programs, swim lessons, recreation swim, competitive youth swim teams, and after school care; and
- (d) The parties have agreed to work together using City facilities and YMCA expertise to provide a variety of youth sports programs for the community.
- (e) This Agreement amends the August 16, 2022 Agreement that the following Programs organized by the YMCA shall operate at the following facilities: youth sports programs as may be useful and supportive to the community using the Paramount Park Gymnasium, outdoor basketball courts and outdoor futsal courts; youth swim lesson, recreation swim programs, and a competitive youth swim team at Paramount Park Pool.
- (f) That these youth and recreation programs are to the mutual benefit of the City and YMCA and is in the best interests of the residents of the CITY; and

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

I. CITY'S OBLIGATIONS

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

II. YMCA'S OBLIGATIONS

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

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

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

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

III. INSURANCE

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

- A. Types of Insurance and Minimum Limits. The coverage may be satisfied by any combination of specific liability and excess liability policies.
 - (1) Workers' Compensation and Employee Liability Insurance in conformance with the laws of the State of California for the statutory limits with a waiver of subrogation in favor of the City.
 - (2) Vehicle insurance, including owned, non-owned (e.g. used by YMCA's employees in the course and scope of employment), in the minimum amount of One Million Dollars (\$1,000,000.00) combined single limit per accident for bodily injury and property damage.
 - (3) Comprehensive or Commercial General Liability Insurance coverage which shall include, but not limited to, coverage for premises operation, explosion and collapse hazard, underground hazards, contractual insurance, broad form property damage, independent contractors, and personal injury liability. The limit of such insurance shall be at least \$1,000,000 single limit per occurrence and \$2,000,000 aggregate liability for personal injury and property damage.

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

IV. TERMS AND CONDITIONS

- A. TERM. This Agreement shall commence on the 24th day of May, 2023, and shall continue until such time that either party gives written notice of termination.
- B. TERMINATION. Either party hereto may at any time during the operation of this Agreement, terminate this Agreement in writing upon One Hundred and Twenty (120) days prior written notice to the other party. Termination pursuant to such a

notice shall be effective on the One Hundred and Twenty First (121st) calendar day following the giving of such notice.

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

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

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

- D. INDEPENDENT CONTRACTOR. YMCA shall be deemed, for all purposes, to be an independent contractor and shall not be considered an employee of the CITY or under CITY supervision or control and shall not be authorized to bind CITY in any way. This Agreement is by and between the YMCA and the CITY, and is not intended, and shall not be construed to create the relationship of agent, servant, employee, partnership, joint venture, or associate, between the CITY and the YMCA.
- E. SUCCESSOR AND ASSIGNMENT. The services as contained herein are to be rendered by the YMCA whose name is as appears first above written and YMCA shall not assign or transfer any interest in this Agreement without prior written consent of the CITY.
- F. NOTICES. Whenever notices are required to be given pursuant to the provisions of this Agreement, the same shall be in written form and shall be served upon the party to whom addressed by personal service as required in judicial proceedings, or by deposit of the same in the custody of the United States Postal Service or its

YMCA Comprehensive Use of Facilities Agreement

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lawful successor in interest, postage prepaid, addressed to the Parties as follows:

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

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

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

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

CITY OF PARAMOUNT

YMCA

By: _____
John Moreno, City Manager

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

Attest:

Heidi Luce, City Clerk

APPROVED AS TO FORM

John E. Cavanaugh, City Attorney

MAY 23, 2023

AWARD OF CONTRACT

CITY HALL RESTROOM RENOVATION (CITY PROJECT NO. 9373)

MOTION IN ORDER:

IT IS RECOMMENDED THAT THE CITY COUNCIL AWARD THE CONTRACT FOR THE CITY HALL RESTROOM RENOVATION TO JUNIOR'S CONSTRUCTION, INC., COMPTON, CA IN THE AMOUNT OF \$66,000, 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: May 23, 2023

**Subject: AWARD OF CONTRACT FOR CITY HALL RESTROOM RENOVATION
(CITY PROJECT NO. 9373)**

BACKGROUND

Included in the Fiscal Year 2022-23 Capital Improvement Projects Budget is funding for the City Hall Restroom Renovation to upgrade two staff restrooms. The restrooms are located off the hallway in the Administration department and need minor repairs. The renovation will include replacement of fixtures, floor and wall tile, and paint.

DISCUSSION

On May 11, 2023, the Director of Public Works opened and examined the bids for the City Hall Restroom Renovation (CIP 9373). The bids were opened at 11:00 AM at the City Yard. Three (3) bids were received and ranged from \$66,000 to \$83,975. The apparent low bid was submitted by Junior's Construction, Inc. in the amount of \$66,000. Attached is the list of bidders.

The following is a breakdown of estimated total project costs:

Project:	\$66,000
Contingency:	<u>\$10,000</u>
Total Estimated:	\$76,000

FISCAL IMPACT

The total project amount of \$76,000 exceeds the budgeted amount of \$60,000 appropriated in the General Fund of the Adopted Fiscal Year 2022-23 Capital Improvements Project Budget. The additional \$16,000 needed for this project will be funded by the available General Fund balance.

VISION, MISSION, VALUES, AND STRATEGIC OUTCOMES

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

RECOMMENDED ACTION

It is recommended that the City Council award the contract for the City Hall Restroom Renovation to Junior's Construction, Inc., Compton, CA in the amount of \$66,000, and authorize the Mayor or her designee to execute the agreement.

JOB NAME: CITY HALL RESTROOM RENOVATION (CIP 9373)

BID DATE: THURSDAY, MAY 11, 2023

BID TIME: 11:00 AM

	<u>Company Name</u>	<u>Company Address</u>	<u>Bid Amount</u>
1.	Junior's Construction, Inc.	Compton, CA	\$66,000
2.	Corral Construction & Development, Inc.	Commerce, CA	\$77,783
3.	Remmi Construction, Inc.	Riverside, CA	\$83,975

**SERVICE AGREEMENT BY AND BETWEEN THE
CITY OF PARAMOUNT
AND
JUNIOR'S CONSTRUCTION, INC.
FOR CITY HALL RESTROOM RENOVATION
(CITY PROJECT NO. 9373)**

THIS AGREEMENT is made and entered into this 23rd day of May 2023 by and between the CITY OF PARAMOUNT, hereinafter referred to as the "CITY," and Junior's Construction, Inc., hereinafter referred to as the "CONTRACTOR."

I. RECITAL

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

II. TERMS AND CONDITIONS

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

B. TERMS. This AGREEMENT shall commence as of the 23rd day of May 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 May 11, 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: Junior's Construction, Inc.
2323 E. 124th
Compton, CA 90222

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

JUNIOR'S CONSTRUCTION, INC.

By: _____
Adriana Figueroa,
Public Works Director

By: _____
Victor Lopez,
President

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 RESTROOM RENOVATION (CIP 9373)**
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, May 11, 2023 at the hour of 11:00 a.m.** at the following address:

City of Paramount – Public Works Department
Attn: Celina Sanchez, Management Analyst
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: \$ 66,000.00.

Signature of Bidder 

Firm Name Juniors Construction Inc.

Business Address 2323 E 124th Compton, CA 90222 United States

Telephone No. 562-446-3962 or 562-965-8640

Bidder's Contractor License No. 1017330 DIR No. 1000046435

Dated this 10th day of MAY, 2023.

MAY 23, 2023

CONTINUED AUTHORIZATION FOR EMERGENCY REPAIRS OF THE
CLEARWATER BUILDING

MOTION IN ORDER:

IT IS RECOMMENDED THAT THE CITY COUNCIL 1) APPROPRIATE AN
ADDITIONAL \$18,850 FROM THE AVAILABLE GENERAL FUND
BALANCE; AND 2) AUTHORIZE THE PAYMENT FOR THESE
EMERGENCY REPAIRS AT THE CLEARWATER BUILDING TO JUNIOR'S
CONSTRUCTION, INC., COMPTON, CALIFORNIA, IN THE AMOUNT OF
\$83,699.

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: May 23, 2023

Subject: CONTINUED AUTHORIZATION FOR EMERGENCY REPAIRS OF THE CLEARWATER BUILDING

BACKGROUND

At the April 25, 2023 meeting, the City Council established an emergency finding and authorized payment for emergency repairs at the Clearwater building. This included replacement of windows, wood framing and stucco that were determined to be the cause of water leaks and damage to the interior of the building. Due to excessive rain and the resulting damage to the facility, there has been disruption to the regular operations of the tenants in the building; consequently, it is necessary that repairs are performed immediately. Additionally, City staff needed to begin these repairs to prevent any further damage to property and equipment housed inside the building.

DISCUSSION

The contractor who had been given authorization to begin the emergency repairs at the Clearwater building is no longer able to complete the work and has withdrawn their proposal. We have received a secondary proposal from Junior's Construction Inc., in the amount of \$83,699.00. The contractor has completed repairs at other city facilities and staff feels that they are a responsible contractor.

The following is a breakdown of estimated total project costs:

Project:	\$ 83,699
Contingency:	<u>\$ 12,551</u>
Total Estimated:	\$ 96,250

As Council has previously appropriated a total project amount of \$77,400, we are requesting an additional appropriation of \$18,850 in order to complete the emergency repairs.

FISCAL IMPACT

The total project amount of \$96,250 is above the previously approved \$77,400 appropriated in the General fund of the FY 2022-23 Budget in the Facilities Maintenance and Operations budget utilizing available General Fund balance. The additional \$18,850 needed for this project will be funded by the available general fund balance.

VISION, MISSION, VALUES, AND STRATEGIC OUTCOMES

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

RECOMMENDED ACTION

It is recommended that the City Council 1) appropriate an additional \$18,850 from the available General Fund Balance; and 2) authorize the payment for these emergency repairs at the Clearwater Building to Junior's Construction, Inc., Compton, California, in the amount of \$83,699.

MAY 23, 2023

ORAL REPORT

UPDATE ON AL FRESCO RESTAURANT PATIO PROGRAM



To: Honorable City Council
From: John Moreno, City Manager
By: John Carver, Planning Director
Date: May 23, 2023

Subject: ORAL REPORT – UPDATE ON AL FRESCO RESTAURANT PATIO PROGRAM

In 2020 at the height of the COVID-19 pandemic, the City Council approved a temporary outdoor dining program which the Planning Department implemented as Paramount Al Fresco. By 2022 with health protocols changing and the public eager to return to a choice of indoor and outdoor dining options, the City Council allocated American Rescue Plan Act (ARPA) funds toward the design and construction of outdoor dining areas.

Architectural firm Studio One Eleven has begun with conceptual designs. Special Projects Manager Kevin Chun, who has been working with Paramount restaurants to secure their participation in a “permanent” Al Fresco program, will provide an oral report on the status of the program.

MAY 23, 2023

AMENDMENT TO THE AMERICAN RESCUE PLAN ACT (ARPA) PROJECT
EXPENDITURE PLAN

MOTION IN ORDER:

1) APPROVE THE AMENDMENT OF THE ARPA PROJECT EXPENDITURE
PLAN, 2) REAPPROPRIATE UP TO \$10 MILLION IN UNUSED ARPA
FUNDS TO REIMBURSE THE GENERAL FUND FOR PUBLIC SAFETY
EXPENDITURES, AND 3) ALLOW THE CITY MANAGER TO
INCORPORATE THE PLAN INTO THE FY2023-24 PROPOSED BUDGET
USING GENERAL FUND MONEY.

MOTION:

MOVED BY: _____

SECONDED BY: _____

[] APPROVED

[] DENIED

ROLL CALL VOTE:

AYES: _____

NOES: _____

ABSENT: _____

ABSTAIN: _____



To: Honorable City Council

From: John Moreno, City Manager

By: Kim Sao, Finance Director
Anthony Martinez, Financial Services Manager

Date: May 23, 2023

**Subject: AMENDMENT TO THE AMERICAN RESCUE PLAN ACT (ARPA)
PROJECT EXPENDITURE PLAN**

BACKGROUND

At its meeting on March 15, 2022, the City Council approved the City's American Rescue Plan Act (ARPA) Project Expenditure Plan that encumbered \$18,895,185 in ARPA funding for eligible community programs and projects. Overall, APRA provides the country \$1.9 trillion in federal emergency relief to address the negative economic effects of the COVID-19 pandemic on businesses, states, and local governments nationwide. ARPA funds represent a one-time funding source with restrictions that prohibit projects that create ongoing financial obligations for the City, offset tax cuts, fund employee benefits/pensions, or finance "rainy day" reserves.

Staff explained in its presentation to the City Council that expending the funds may require periodic ministerial adjustments over the course of the funding period to meet reporting deadlines or align with changes to eligibility requirements.

DISCUSSION

Recently, in an attempt to address the national Debt Ceiling, several federal legislative initiatives introduced in Congress proposed to rescind "unobligated" ARPA funds from states, counties, and cities. The premature claw back of these funds would jeopardize millions of dollars in local investments in public safety, infrastructure, and other community priorities.

The Treasury Department allows ARPA recipients to elect a "standard allowance" of up to \$10 million to spend on government services. Government services generally include any service traditionally provided by a government, such as Public Safety operations. To avoid the potential claw back of the City's ARPA allocation, staff will be applying the remaining unused ARPA funds towards the eligible reimbursement of Public Safety operating expenditures. Like most cities, Public Safety operations tend to be the largest expenditure. For FY 2023-24, the City's Public Safety operations are expected to increase by \$2 million, raising the total Public Safety budget to \$16.6 million.

By claiming the ARPA funds towards the reimbursement of General Fund operations, this action would essentially relieve the General Fund of up to \$10 million. The \$10 million savings in General Fund would then be used to continue providing the same programs and projects as intended and amended in the table below.

Changes to the Spending Plan

At its October 4, 2022, City Council meeting, the City Council amended the Project Expenditure Plan and appropriated \$3,132,000 from the ARPA fund for the FY 2022-23 Budget. It was later revised during the Midyear Budget. This year the City expended ARPA funds for purchased water, for Well #16 project-related expenses, and for the Small Business Assistance (SBA) grant program, offering SBA grants to 15 local businesses. So far, the largest ARPA expense has been for purchased water, which is expected to decrease following the completion of Well #16 in FY 2023-24. With a new funding source from the Water Resources Development Act (WRDA) of 2022 expected to support water infrastructure and operations plus the completion of Well #16 in FY 2023-24, staff will discontinue ARPA funding for purchased water.

The relief of \$10 million in General Funds would allow the City to potentially fund some noteworthy projects including \$2,000,000 for advanced rent payments (subject to City Council review and approval) for the proposed City Museum at the Paramount Saw Building; \$515,000 for miscellaneous business attraction projects; and \$250,000 for the All American Park lighting control system.

Amendments to Project Expenditure Plan – (Table 1)

Program Descriptions	FY 2022-23 Midyear Budget	FY 2022-23 Yearend Est.	FY2023-24 Proposed Budget
Beginning Fund Balances	\$14,025,993	\$14,025,993	\$7,724,893
Water Infrastructure	\$4,641,700	\$4,616,450	\$370,000
Business Recovery, Retention, Attraction	\$1,934,400	\$789,300	\$1,002,393
Affordable Housing	\$1,700,000	\$-	\$1,700,000
Homeless Support Services	\$800,000	\$205,200	\$312,500
Community Enrichment/Investment	\$825,350	\$580,350	\$2,545,000
Emergency Preparedness	\$290,300	\$90,300	\$200,000
Infrastructure Enhancements/Investments	\$85,000	\$-	\$85,000
Administrative Costs	\$10,000	\$19,500	\$10,000
Community Input / Survey	\$1,500,000	\$-	\$1,500,000
Total Budget	11,786,750	\$6,301,100	\$7,724,893
Available Fund Balance as of 5/11/23	\$2,239,243	\$7,724,893	\$-

FISCAL IMPACT

For FY 2022-23, unused ARPA funds up to \$10 million will be used to reimburse the General Fund for public safety expenditures. This one-time increase in General Fund will be used in FY 2023-24 to fund the programs as originally planned.

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) approve the amendment of the ARPA Project Expenditure Plan, 2) reappropriate up to \$10 million in unused ARPA funds to reimburse the General Fund for Public Safety expenditures, and 3) allow the City Manager to incorporate the plan into the FY2023-24 Proposed Budget using General Fund money.

MAY 23, 2023

WORLD ENERGY COMMUNITY BENEFITS AGREEMENT – YEAR ONE
SPENDING PLAN

MOTION IN ORDER:

APPROVE THE YEAR ONE SPENDING PLAN FOR THE WORLD
ENERGY COMMUNITY BENEFITS 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
Date: May 23, 2023

**Subject: WORLD ENERGY COMMUNITY BENEFITS AGREEMENT – YEAR ONE
SPENDING PLAN**

BACKGROUND

This item is a request for approval for the year one spending plan for the World Energy Community Benefits Agreement (CBA). In April 2022, the City Council approved the World Energy refinery conversion project (Amendment to Conditional Use Permit No. 757) to allow for the production of renewable jet and diesel fuel and ending the processing of petroleum-based products. As you are aware, part of the conversion project at the refinery included a minimum five-year CBA with World Energy contributing \$1,000,000 per year. The Council approved the CBA on March 28, 2023. The purpose of the CBA is to carry out projects that benefit the Paramount community. The first \$1,000,000 payment is due from World Energy on July 1, 2023.

DISCUSSION

For the first year of the CBA, we are proposing a wide range of programs and projects to be carried out by the Community Services Department, the Public Works Department, and the Planning Department.

Community Services

Community Services Department programs will include free summer swim for Paramount residents, free youth sports registration, and the Paramount Teen Leadership (PTL) program. PTL is meant to be a supportive program that encourages volunteerism and the development of leadership skills for teens. Four scholarships for post-high school education will be offered to participants. Scholarships would be based on a panel interview and the level of volunteer commitment. Also new are the Mariposa Building and Spane Park Paramount Activity League (PAL). This program will offer onsite activities and excursions for teens. The PAL at the Mariposa Building will be year-round, while the Spane Park PAL will be offered in the summer.

Public Works

Programs from the Public Works Department will include citywide tree maintenance and replanting and the installation of two electronic message boards to notify motorists, pedestrians, and bicyclists that trains are crossing Downey Avenue. The message boards will alert those traveling north on Downey Avenue to turn on Somerset Boulevard to avoid the train crossing, and southbound travelers would be warned to turn on Rosecrans Avenue to avoid a train delay. Public Works will also offer a climate action rebate program. This program will provide \$1,000 rebates to residents who buy a new electric vehicle. \$1,000 rebates would also be offered to upgrade an electrical panel and install a vehicle charger at an applicant's residence.

Planning

The Planning Department will offer solar panel rebates for low-to-moderate-income single-family homeowners. This program will offer a rebate of up to \$15,000 for the installation of solar panels, and reinforcement of roofs if necessary, for the added weight of the solar panels.

The table below details the entire list of proposed programs and projects and the budget amount for each.

Community Services	Budget	Public Works	Budget	Planning	Budget
Free Summer Swim for Paramount Residents	\$25,000	Climate Action Plan Rebate Program	\$100,000	Solar Panel Rebate	\$100,000
PAL Program at Mariposa	\$40,000	Tree Services Citywide	\$100,000		
Free Youth Sports Registration	\$20,000	Electronic Message Boards for Trains	\$500,000		
Pop-up FNP's	\$10,000				
Spane Summer PAL Excursion/ Transportation costs	\$5,000				
Paramount Teen Leadership (PTL) Program Scholarships	\$20,000				
Additional PTL Program Supplies	\$5,000				
Partial Costs for Senior After-hour Events	\$10,000				
Yoga on the Park	\$10,000				
Additional Paint Nights (2 free family nights)	\$5,000				
Additional Adaptive Recreation Trips	\$20,000				
Children's Day Camp	\$30,000				
Subtotal	\$200,000	Subtotal	\$700,000	Subtotal	\$100,000
Total	\$1,000,000				

FISCAL IMPACT

The fiscal impact of the CBA is up to \$1,000,000 in proceeds to the City for this first fiscal year. Proposed uses in this report will be incorporated into the Fiscal Year 2023-2024 Budget.

VISION, MISSION, VALUES, AND STRATEGIC OUTCOMES

The City's Vision, Mission, and Values set the standard for the organization; establish priorities, uniformity, and guidelines; and provide the framework for policy 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. 2: Community Health; and No. 6: Efficient, Effective, and Fiscally Responsible Government.

RECOMMENDED ACTION

It is recommended that the City Council approve the year one spending plan for the World Energy Community Benefits Agreement.

MAY 23, 2023

APPROVAL OF SERVICE AGREEMENT WITH SOUTHWEST PATROL,
INC. FOR PARK SUPERVISION AND SECURITY SERVICES

MOTION IN ORDER:

APPROVE THE SERVICE AGREEMENT WITH SOUTHWEST PATROL,
INC. FOR PARK SUPERVISION AND SECURITY SERVICES.

MOTION:

MOVED BY: _____

SECONDED BY: _____

[] APPROVED

[] DENIED

ROLL CALL VOTE:

AYES: _____

NOES: _____

ABSENT: _____

ABSTAIN: _____



To: Honorable City Council

From: John Moreno, City Manager

By: David Johnson, Community Services Director
Rebecca Bojorquez, Management Analyst

Date: May 23, 2023

Subject: APPROVAL OF SERVICE AGREEMENT WITH SOUTHWEST PATROL, INC. FOR PARK SUPERVISION AND SECURITY SERVICES

BACKGROUND

At the May 3, 2022 City Council meeting, City Council approved the use of a contracted private security firm to provide park patrols and customer service contact as part of the Community Services Department's park supervision services. After a year of using a private security firm, staff evaluated the current contract and vendor and is recommending entering into a new agreement with Southwest Patrol, Inc. for the City's park supervision needs.

DISCUSSION

For the last year, Superior Protection Services have been providing park supervision services, assisting in opening and closing field space for youth leagues, patrolling City parks, reporting any graffiti and security issues, as well as acting as customer service ambassadors for patrons renting shelters. Staff evaluated Superior Protection Services ability to meet City standards, and is recommending terminating the contract, and using a different private security firm.

Staff reached out to their colleagues in the City of Lakewood and City of Bellflower to inquire about any private security firms they are familiar with and both cities recommended Southwest Patrol. Currently, Southwest Patrol is providing patrol services in both cities, and staff are happy with their level of service. City staff reached out to Southwest Patrol to verify their ability to provide park supervision services and meet City expectations, and staff feel they are the best current option for Paramount needs.

Staff is recommending that Southwest Patrol take over the current level of service, which is Monday through Friday evenings, 5:00 p.m. to 9:30 p.m., and Saturdays and Sunday, 7:00 a.m. to 8:00 p.m., through June 30, 2023. Beginning July 1, 2023, as part of the proposed Fiscal Year 2023-2024 budget, staff will be recommending expanding Southwest Patrol's hours during the week, to have more of a presence at City parks, and to improve communication with Public Safety regarding any park issues. If the proposed budget recommendations for park patrol services are approved, staff will return to the City Council with an amended contract to reflect the increased contracted service levels.

FISCAL IMPACT

There will be an increase of \$1,358 in the overall costs to have Southwest Patrol complete the fiscal year through June 30, 2023. There is currently no additional fiscal impact to the City. A proposed expansion of park patrol hours and all associated costs will be included as part of the proposed Fiscal Year 2023-2024 budget and the agreement with Southwest Patrol will be amended to include the additional service levels.

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, Strategic Outcome No. 2: Community Health and Strategic Outcome No. 5: Attractive and Well-Maintained Infrastructure.

RECOMMENDED ACTION

It is recommended that the City Council approve the service agreement with Southwest Patrol, Inc. for park supervision and security services.

**SERVICE AGREEMENT BY AND BETWEEN THE
CITY OF PARAMOUNT
AND
SOUTHWEST PATROL, INC.
FOR PARK SUPERVISION AND PARK PATROL SERVICES**

THIS AGREEMENT is made and entered into this 23rd day of May, 2023 by and between the CITY OF PARAMOUNT, hereinafter referred to as the "CITY," and SOUTHWEST PATROL, INC., hereinafter referred to as the "CONTRACTOR."

I. RECITAL

A. PURPOSE. The purpose of this AGREEMENT is to allow the CITY to procure the services of a qualified contractor to provide park supervision and park patrol services in connection with the CITY'S ongoing needs, 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 23rd day of May, 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 Community Services or his designee, the CONTRACTOR shall provide all services as detailed in the CONTRACTOR's Proposal dated March 7, 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.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

V. PERSONNEL. CONTRACTOR represents that it has, or will secure at its own expense, all personnel required in performing the services under this AGREEMENT.

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

III. EQUAL EMPLOYMENT OPPORTUNITY

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

A. EQUAL OPPORTUNITY.

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

Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

- (f) In the event of the CONTRACTOR'S non-compliance with the equal opportunity clauses of this AGREEMENT or with any of such rules, regulations, or orders, this AGREEMENT may be canceled, terminated, or suspended in whole or in part and the CONTRACTOR may be declared ineligible for further government contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.
- (g) The CONTRACTOR will include the provisions of paragraphs (1) through (6) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to Section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The CONTRACTOR will take such action with respect to any subcontract or purchase order as the CITY may direct as a means of enforcing such provisions, including sanctions for non-compliance; provided, however, that in the event the CONTRACTOR becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the CITY, the CONTRACTOR may request the United States to enter into such litigation to protect the interests of the United States.

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

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

IV. CONFLICT OF INTEREST

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

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

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

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

V. NOTICES

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

To the CONTRACTOR: Southwest Patrol, Inc.
1800 East Lambert, Ste. 155
Brea, CA 92821

To the CITY: City of Paramount
Director of Community Services
David Johnson
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

SOUTHWEST PATROL, INC.

By: _____
David Johnson, Community
Services Director

By: _____
Mike Gagon, Manager

ATTEST:

By: _____
Heidi Luce, City Clerk

APPROVED AS TO FORM:

By: _____
John E. Cavanaugh, City Attorney

SOUTHWEST PATROL, INC.



Proposal for Security Service For City of Paramount

By: Anita Lopez

March 7, 2023

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Total Security Management

SOUTHWEST PATROL, INC. is built on a strong foundation of providing services to meet each client's distinctive needs. Our foundation includes assuring each client that they and their assets will be well protected by our qualified and licensed security officers.

We are a multi-talented organization with expert professionals who have the background, education and experience to provide a superior level of service in a timely and cost-effective manner.

Our goal is to provide a single source of professional resources and technical expertise to perform a wide range of services to meet all of a company's or individual security-related needs. Whether in areas affecting human, financial, or physical resources, our objective is to protect assets and reduce exposure to loss.

The *SOUTHWEST PATROL, INC.* approach is designed to provide professional assistance to our clients in developing, staffing, and operating a security program or if there is an existing program, we work with the client in every way. The entire *SOUTHWEST PATROL, INC.* staff provides direct support to your supervisory training, loss prevention consulting, and commercial, industrial, and institutional security, to include high-rise buildings, fire-life safety systems, and emergency procedures.

Our administration is staffed with experienced, knowledgeable and professional employees who are waiting to provide you with prompt and courteous service. We hold our ethics and standards to the highest of levels and conduct ourselves accordingly, remembering that we work for you. Our mission is to provide you with one-source security solutions.

Services & Locations

Our SERVICES include, but are not limited to:

- ❖ Uniformed Officer / Plain clothes Officers
- ❖ Armed / Unarmed Officers
- ❖ Security Patrol Services
- ❖ Body Guards / Executive Protection
- ❖ Escort Services
- ❖ Internal Theft & Loss Prevention Services
- ❖ Investigations
- ❖ Undercover operations
- ❖ Security Consultations

We service, but are not limited to, the following types of LOCATIONS:

- ❖ Airports / Bus Stations / Train Stations
- ❖ Apartments Complexes / Condominiums\
- ❖ Commercial / Industrial / Warehouse Building and Lots
- ❖ Construction sites/ Shopping Centers

SPECIAL EVENTS, include but are not limited to:

- ❖ Banquets / Award Ceremonies
- ❖ Concerts
- ❖ Fairs and Carnivals
- ❖ Fund-raisers
- ❖ Funerals
- ❖ Government functions
- ❖ Political Parties
- ❖ Sale Events
- ❖ Shows (Car, Garden, Gun, Bridal, Computer, etc.)
- ❖ Sporting Events
- ❖ Strikes
- ❖ Weddings

Personnel Selection

The selection processes an assessment of each applicant's character, ability, reputation, habits, and associates. They are required to take oral and written examinations, as well as complete a thorough background investigation. In addition, a complete criminal history check through the Department of Justice and the Bureau of Security and Investigative Service is conducted. An assessment of each applicant's profile and training is then made to ascertain if their background and prior employment is adequately suited to your company's specific needs. Additionally, all of our officers receive extensive training to develop their interpersonal relation skills so that they will be discreet and non-confrontational in situations requiring their intervention. Although the aforementioned seems more than sufficient, we go even further in ensuring quality service. Each shift has a patrol supervisor who is accountable for the activities of officers assigned to his/her shift.

Security Officers:

Our security officers are trained and licensed and meet all requirements of the State for Private Security Guards, including age, citizenship/residency, and authorization to work in the United States. A background check of each security officer is not only conducted by the State, but is mandated and completed by *SOUTHWEST PATROL, INC.*

To best serve you, we can provide unarmed as well as armed, (formal or informal) uniformed or plain-clothes security officers. We have the ability to provide standing/foot patrol, bike patrol, or on-site vehicle patrol (including the use of golf-carts).

Whether you need security officers for your person, parking lot, small business or high-rise structure, we can meet all your needs.

Because society is forever changing, our officers continue training in the latest security and enforcement techniques and are kept up-to-date on the latest laws passed.

Executive Protection:

Our “bodyguards” meet all State requirements, including certification. Bodyguard services are performed by experienced and certified bodyguards, retired law enforcement officers, reserve law enforcement officers or off-duty law enforcement officers.

Our certified “bodyguards” are experienced and fully trained in vehicle and motorcade tactics, close quarters tactics, and evacuation methods. Our “bodyguards” maintain their certifications for the usage of batons, pepper spray and firearms.

Because society is forever changing, our “bodyguards” continue training in the latest security and enforcement techniques and are kept up-to-date on the latest laws passed.

Patrol Services:

Our patrol officers are trained and licensed and meet all requirements of the State for Private Security Guards, including age, citizenship/residency, and authorization to work in the United States. A background check of each patrol officer is not only conducted by the State, but is mandated and completed by *SOUTHWEST PATROL, INC.* Each patrol officer also maintains a valid driver’s license and must maintain a clean driving record.

Our patrol officers are trained and maintain their certifications for the usage of batons, pepper spray and firearms.

SOUTHWEST PATROL, INC. provides patrol services using either marked and unmarked vehicles. Each vehicle is fully equipped with emergency equipment, such as dispatch radios, cellular phones, traffic cones, first-aid kits, etc.

Patrol services include property lock-ups such as pool gates, laundry and recreation rooms, parking gates, offices, building structures, etc. Patrol services also issuing warnings, citing and towing of illegally parked vehicles, impose property rules and regulations, and respond to nuisance/disturbance calls.

Our patrol officers are professional and will meet your every expectation.

Supervision:

All activities are performed under a very important element, **close supervision**. Additionally, the operations manager coordinates the activities of all supervisors and impromptu inspections around the clock at no additional cost to clients. In the event of a serious incident or emergency, the officer on duty will contact our dispatch, and a patrol supervisor will respond immediately to your location. The patrol supervisor will then remain at the location until the incident has been resolved.

Overall:

We believe that an effective training program is the best way to distinguish ourselves from our competitor. The better trained our personnel are, the most capable our organization is; this, in turn, enables us to better serve our clients.

Training is a critically important, on-going process requiring the full-time, concentrated efforts of a dedicated manager. Our senior training officer is a hands-on professional who is responsible for the development and implementation of company training programs. Every security officer is enrolled in a structured program, from a new employee orientation to an especially designed, site-specific continuing education program. The senior training officer continually tracks progress, and the training flow is adjusted to allow each security the opportunity to achieve the desired results.

Ultimately, officers who excel are placed into a demanding supervisor-training course. When an officer exhibits the leadership and supervisory skills necessary, he/she will advance within the organization. The senior training officer works closely with the operation manager to ensure that training initiatives result in improved operation performance. In addition to managing our proactive training program, the senior training officer is also responsible for maintaining a liaison with community group and retail, industrial, and institutional facility manager. Additionally, the senior training officer provides security awareness and loss-prevention training, thereby developing an efficient security network. Taking a teamwork approach enables *SOUTHWEST PATROL, INC.* to address clients' issues and concerns, and work towards resolving problems in a proactive manner.

Uniforms & Equipment

Uniforms:

SOUTHWEST PATROL, INC. proposes to maximize dress, appearance, and bearing as a means of conveying professionalism and competency to the public. We place great emphasis on how an officer looks and how they conduct themselves. Security officers who present a clean, crisp image and conduct themselves with pride and a military bearing convey a positive and professional image to the public and are highly visible. We also believe it to be an outstanding deterrent to those who may pose problems for our clients. All of our officers have the highest grooming standards and look very professional.

The different uniform styles available have been widely accepted in all types of security environments. Their design is subtle yet authoritative enough for internal or external security use.

Should you desire to create your own uniform, tailored to meet the unique requirements of your particular facility, we will be pleased to work with you to design, adopt, or alter any uniform you wish so that it will meet your requirements and specifications.

Equipment:

Each officer is equipped with basic equipment such as flashlights and handcuffs. Other officers are equipped with batons, pepper spray, and firearms, depending on the client's specific needs. No officer is permitted to carry any equipment for which he/she has not been properly trained and licensed for. Furthermore, no officer may carry equipment which *SOUTHWEST PATROL, INC.* has not previously authorized.

SOUTHWEST PATROL, INC. utilizes the most professional vehicles in the security patrol industry. We have a fleet of patrol vehicles, all of which are fully equipped with emergency equipment, such as dispatch radios, cellular phones, traffic cones, first-aid kits, emergency lights and spotlights, etc.

Benefits & Recognition

Benefits:

Perhaps the greatest problem facing all contract security services is their inability to retain competent, quality personnel. In this historically low-wage industry, recognition and job satisfaction can often offset monetary conservatism. Our corporation has addressed this problem in a number of ways.

Many companies recognize the need for proper selection, training, and supervision. However, many overlook the critical areas of fringe benefits and most overlook recognition of the Officer.

SOUTHWEST PATROL, INC. has a program which we believe to be unequalled by our competitors. Our fringe benefits and recognition programs are as follows:

- ❖ Vacation Plan
- ❖ 401K Retirement Program
- ❖ Holiday Pay

Recognition:

At *SOUTHWEST PATROL, INC.*, we recognize, reward and praise our staff for their positive efforts and above-average performance of their duties.

We have developed several morale-building programs that work effectively to create a “team spirit” in dedication and loyalty to *SOUTHWEST PATROL, INC.*, as well as the clients we serve.

These programs are administered by our Operations Manager and rewarded with various monetary and achievement awards.

Insurance

General Liability

SOUTHWEST PATROL, INC. carries a **\$4,000,000.00** general liability policy as required by law. For specifications, please see the attached “Certificate of Liability Insurance.”¹

Automobile Insurance

SOUTHWEST PATROL, INC. provides a **\$1,000,000.00** liability insurance policy on all company owned vehicles.¹

Worker’s Compensation Insurance

SOUTHWEST PATROL, INC. provides Workers’ Compensation for all employees in accordance with State law; policy limits of liability for the employer are **\$1,000,000.00.**

¹ Insurance coverage limits may be increased at clients’ request at an additional cost to proposed rates.

CHANGES IN LAW:

Should there be a change in Federal law or California State law with regards to wages, or other imposed costs that are beyond the control of *SOUTHWEST PATROL, INC.* and that have an adverse effect on the operating costs of this account, **CLIENT** agrees to negotiate revised billing rates that will reimburse *SOUTHWEST PATROL, INC.* for its added costs.

PROPOSAL GUARANTEE:

SOUTHWEST PATROL, INC. guarantees that the prices quoted herein for the service(s) described will be honored for a period of three (3) months from the date of this proposal. We further guarantee that the prices quoted will be maintained for a full year from the commencement of service, unless changes in minimum wage, tax rates, legally mandated benefits to employees or insurance rates adversely affect operating costs. **CLIENT** agrees to negotiate revised billing rates that will reimburse *SOUTHWEST PATROL, INC.* for any additional costs incurred due to any of the above-described changes.

PROPRIETY INFORMATION:

Information provided in this proposal is considered proprietary to *SOUTHWEST PATROL, INC.* and is required to be kept private and confidential by the addressee. Copies may be produced and distributed, within the organization of the addressee, to the extent necessary to evaluate the content of this proposal. No Entity outside of the organization of the addressee is to receive a copy of this proposal or be made privy to the contents hereof.

Pricing

SOUTHWEST PATROL, INC. has carefully identified the tasks to be performed, and the personnel profile necessary to ensure quality coverage. With these elements in mind, *SOUTHWEST PATROL, INC.* submits the following rates for your approval.

QTY	SERVICE PROVIDED	RATE
1	Unarmed Uniformed Security Officer(s)+Unit 4hr Min. 3 months or Longer	4 Hour \$58.50 Per Hour Per Officer
1	Unarmed Uniformed Security Officer(s)+Unit 8hr Min. 3 months or Longer	8 Hour \$45.00 Per Hour Per Officer
	Armed Uniformed Security Officer(s)	Per Hour Per Officer
	Armed Uniformed Security Officer(s)	Per Hour Per Officer
	Marked Unit on site 24 Hrs No Officer	Per Hour Per Day
	Off Duty Police Officer	Per Hour Per Officer
	Virtual Guard Service	
	Motorcade 4hr min	
1x	High Visibility Patrol Service 15 mins on site 5-7 days a week	Per Visit Per Day Per Location
2x	High Visibility Patrol Service 15 mins on site 5-7 days a week	Per Visit Per Day Per Location
3x or More visits	High Visibility Patrol Service 15 mins on site 5-7 days a week	Per Visit Per Day Per Location
	Stand By Time (Waiting for Fire Dept, PD for an Attempted Break-in Progress, Tow, Ect.)	Per Hr
	On-Call Response Service With Patrol Service	Per Response

Please see next page below

Dedicated Security Officer

A dedicated officer is scheduled to be on your property for a duration of time and may be scheduled for a min of 8hrs. or longer anything less than 8hrs will result in a rate increase.

Guard Services would need to be requested at least 48 hours in advance- with a Signed Contract for standing guard service to avoid any last-minute same day charges at time and a half.

Dedicated officer, Patrol Officer and Off Duty officer may do and is not limited to a foot patrol of the property removing any type of homeless, reporting graffiti, Lock ups, broken glass, lights out, or cuts in the fence line, checking all doors and restrooms, trash enclosures, escorting residences to vehicles and we may also cite and tow vehicles if need to. A written report may be left on site at a designated area provided by the client.

- Holiday Pay 1.5 X the Per Hour rate (Christmas Eve, Christmas Day, Thanksgiving Day, New Years Eve, New Year's Day, Easter, Memorial Day, Labor Day, and 4th of July)

References

HILTON GARDEN INN
1755 S. Waterman Ave.
San Bernardino, CA 92408

(909) 806-4040
Attn: Shari Hurley

CITY OF BELLFLOWER
16600 Civic Center Dr.
Bellflower, CA 90706

(562) 925-0124
Attn: Joel Hockman

CHINO VALLEY FIRE DISTRICT
14011 City Center Dr
Chino Hills CA 91709

(909) 816-7682
Scott Atkinson

GARDEN GROVE SCHOOL DISTRICT
8211 Lampson Ave
Garden Grove, CA 92841

(714) 663-6394
Attn: Cathy Joseph

PIANO LOFTS.
932 S. Hill St
Los Angeles CA, 90015

(213) 797-5656
Attn: Jason Harbison

OPTION CENTER
2416 S. Main St.
Santa Ana CA, 92707

(714) 668-1530
Attn: Laura Lesniak

K.C PHARMACEAUTICALS
3201 Producer Way.
Pomona, CA 91768

(909) 598-9499
Attn: Paul Kartiko

VICTORIA GROVE HOA
C/o StoneKastal Property Management
526 Queensland Cir
Corona CA 92879

(951) 354-0732
Attn: C.W. Bock

AMERICAN TECH.
2050 E 51ST .
Vernon , CA 90058

(909) 544-7179
Attn: Ruben Garcia

COSTA MESA SQUARE
3030 Harbor Dr.
Costa Mesa, CA

(818) 780-0684
Attn: Steve Welch

References

LA HABRA SCHOOL DISTRICT
500 N. Walnut Street
La Habra, CA 90631

(562) 690-2321
Attn: Carol Argomaniz

CITY OF LAKEWOOD
5050 Clark Ave
Lakewood, CA 90712

(562) 866-9771 x2114
Attn: Joshua Yordt

ASSOCIATION MANAGEMENT
14780 Pipeline Ave.
Chino Hills, CA 91709

(909) 444-7655
Attn: Celina Perez

MIRA MESA (TARGET)
8251 Mira Mesa Blvd
San Diego Ca, 92126

(858) 245-7544
Attn: Doug Packwood

SHORECLIFF ROAD HOA
Mult. Address
Corona Del Mar, CA 92625

(323) 314-5611
Attn: John Luciano

SCSA
1900 E Warner Ave Suite A
Santa Ana Ca, 92705

(714) 686-5001
Attn: David

GENESIS RETAIL PARTNERS LLC
202 South Lake Ave
Pasadena CA 91101

(626) 450-5916
Attn: Ken Lin

DESERT EMPIRE
258 East Commercial Rd
San Bernardino, CA 92401

(909) 370-3077
Attn: Jim Prusa

ANDRADE FINANCIAL
2060 E. Rte 66 #101
Glendora, CA 91740

(626) 852-6771
Attn: Rose Madrid

MAY 23, 2023

ORAL REPORT

BUILDING AND SAFETY UPDATE



To: Honorable City Council

From: John Moreno, City Manager

By: John Carver, Planning Director
Johnnie Rightmer, Building and Safety Manager

Date: May 23, 2023

Subject: ORAL REPORT – BUILDING AND SAFETY UPDATE

The Building and Safety Division issues permits for the construction, alteration, demolition, and moving of buildings and structures. City building inspectors inspect the properties for which such permits have been issued to ensure construction is consistent with approved plans and the Municipal Code.

The City of Paramount is enhanced with a professional, proactive, and helpful Building and Safety Division. Building and Safety Manager Johnnie Rightmer will provide an oral report explaining efforts to assist and strengthen the residential and business community.