

PUBLIC PARTICIPATION NOTICE

Public Participation Accessibility for the Paramount City Council meeting scheduled for **October 18, 2022 at 5:00 p.m.**

In-person Attendance:

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

View the City Council meeting live stream:

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

Public Comments:

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

- **In-Person**

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

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

E-mail public comments must be received by **4:45 p.m. on Tuesday, October 18, 2022**. The e-mail should specify the following information: 1) Full Name; 2) City of Residence; 3) Phone Number; 4) Public Comment or Agenda Item No; 5) Subject; 6) Written Comments.

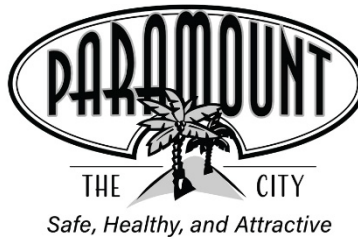
- **Teleconference: (562) 220-2225**

Participants wishing to address the City Council by teleconference should call City Hall at **(562) 220-2225** by **4:45 p.m. on Tuesday, October 18, 2022** and provide the following information: 1) Full Name; 2) City of Residence; 3) Phone Number; 4) Public Comment or Agenda Item No; 5) Subject. Teleconference participants will be logged in, placed in a queue and called back during the City Council meeting on speaker phone to provide their comments.

All public comments are limited to a maximum of three minutes unless an extension is granted. Please be mindful that the meeting will be recorded as any other person is recorded when appearing before the City Council, and all other rules of procedure and decorum will apply when addressing the City Council by teleconference.

AGENDA

Paramount City Council
October 18, 2022



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

City of Paramount

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

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

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

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

Notes

CALL TO ORDER:

Mayor Vilma Cuellar Stallings

ROLL CALL OF
COUNCILMEMBERS:

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

PRESENTATION

1. [PRESENTATION](#)

Paramount Education Partnership
Donation – Marukan Vinegar

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.

- | | |
|---|--|
| 2. <u>AWARD OF
CONTRACT</u> | Paramount Pool Interior Upgrades – Filter Tank Replacement (City Project No. 9354) |
|---|--|

NEW BUSINESS

- | | |
|---|--|
| 3. <u>ORAL REPORT</u> | Community Service Organization Update – Latinas Art Foundation |
| 4. <u>PUBLIC HEARING
RESOLUTION NO.
22:049</u>
<i>WILL BE CONTINUED</i> | Authorizing the Application and Adopting the Plan for the Permanent Local Housing Allocation (PLHA) Program |
| 5. <u>APPROVAL</u> | Amendment No. 4 to Agreement with AKM Consulting Engineers for Continued Construction Management/Inspection Services for Water Well 16 (City Project No. 9116) |
| 6. <u>APPROVAL</u> | Revised Agreement with Los Angeles County District Attorney - Community Prosecutor Program for Fiscal Year 2022-2023 |
| 7. <u>ORAL REPORT</u> | Storybook Village Event |
| 8. <u>APPROVAL</u> | Proposed 2023 City Special and Holiday Events Schedule |

ENVIRONMENTAL SUSTAINABILITY NEW BUSINESS

None.

COMMENTS/COMMITTEE REPORTS

- Councilmembers
- Staff

CLOSED SESSION

None.

ADJOURNMENT

To a meeting on **November 8, 2022** at 6:00 p.m.

OCTOBER 18, 2022

PRESENTATION

PARAMOUNT EDUCATION PARTNERSHIP DONATION – MARUKAN
VINEGAR

City Council Public Comment Updates

October 18, 2022

From the October 4, 2022 City Council Meeting:

Commenter	Request/Issue/Concern	Action/Comment
Robert Cruz	Concerned that pets belonging to homeless persons are not in homeless shelters with their owners or are properly cared for. Requests that the City work with the Southeast Area Animal Control Authority (SEAACA) to develop a program for homeless pets.	Staff contacted Mr. Cruz regarding his concerns about homeless neighbors and their pets. Public Safety reached out to SEAACA, and obtained a list of nonprofits providing pet food and emergency veterinary care to pets that belong to homeless neighbors. In addition, the City contracts with the Salvation Army Bell Shelter to house homeless persons, and they are working on creating a pet kennel, which will motivate homeless neighbors to accept shelter services.
Janette Mowery	Complained of lack of parking due to the bike lane on Gardendale Ave. and requested that the City remove the bike lane.	The Bike lane was installed during a street rehabilitation project in 2014 as part of regional active transportation efforts, which encourage residents to safely live a healthy, active lifestyle. Staff spoke with Ms. Mowery about the potential for creating additional parking in the area. After the City Engineer assessed the area, he found that "No Parking" signs can be removed from Gardendale St. near Downey Ave., as there is adequate space to park a car and not impede the bike lane. Doing so will add approximately 3 additional parking spaces. The City Engineer also determined that none of the red curb can be removed, as these are required for vehicular and pedestrian safety.

OCTOBER 18, 2022

AWARD OF CONTRACT

PARAMOUNT POOL INTERIOR UPGRADES – FILTER TANK
REPLACEMENT (CITY PROJECT NO. 9354)

MOTION IN ORDER:

IT IS RECOMMENDED THAT THE CITY COUNCIL AWARD THE
CONTRACT FOR THE PARAMOUNT POOL INTERIOR UPGRADES -
FILTER TANK REPLACEMENT TO REMMI CONSTRUCTION, INC.,
RIVERSIDE, CALIFORNIA, IN THE AMOUNT OF \$54,855.00, AND
AUTHORIZE THE MAYOR OR HER DESIGNEE TO EXECUTE THE
AGREEMENT.

MOTION:

MOVED BY: _____

SECONDED BY: _____

[] APPROVED

[] DENIED

ROLL CALL VOTE:

AYES: _____

NOES: _____

ABSENT: _____

ABSTAIN: _____



To: Honorable City Council
From: John Moreno, City Manager
By: Adriana Figueroa, Public Works Director
Sarah Ho, Assistant Public Works Director
Date: October 18, 2022

Subject: AWARD OF CONTRACT FOR PARAMOUNT POOL INTERIOR UPGRADES – FILTER TANK REPLACEMENT (CITY PROJECT NO. 9354)

BACKGROUND

Included in the Fiscal Year 2022-23 Capital Improvement Projects Budget is funding for various interior improvements at the Paramount Pool facility. One of those improvements is a replacement of the filter tank vessels that help keep our pool water clean. These tanks are over 20 years old and need to be replaced to increase their efficiency.

DISCUSSION

On October 6, 2022, the Director of Public Works opened and examined the bids for the Paramount Pool Interior Upgrades – Filter Tank Replacement (CIP 9354). The bids were opened at 11:00 AM at the City Yard.

Three (3) bids were received and the apparent low bid submitted by Remmi Construction, Inc., amounted to \$54,855.00. Bids received ranged from \$54,855.00 to \$159,960.91.

FISCAL IMPACT

There is currently no additional fiscal impact to the City. Funding in the amount of \$80,000 for this project was included in the FY 2022-23 Capital Improvement Projects Budget utilizing General Funds.

VISION, MISSION, VALUES, AND STRATEGIC OUTCOMES

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

RECOMMENDED ACTION

It is recommended that the City Council award the contract for the Paramount Pool Interior Upgrades - Filter Tank Replacement to Remmi Construction, Inc., Riverside, California, in the amount of \$54,855.00, and authorize the Mayor or her designee to execute the agreement.

JOB NAME: PARAMOUNT POOL INTERIOR UPGRADES – FILTER TANK
REPLACEMENT (CIP 9354)

BID DATE: Thursday, October 6, 2022

BID TIME: 11:00 AM

	<u>Company Name</u>	<u>Company Address</u>	<u>Bid Amount</u>
1.	Remmi Construction, Inc.	Riverside, CA	\$54,855.00
2.	Waterline Technologies, Inc.	Santa Ana, CA	\$147,932.00
3.	Knorr Systems International LLC	Santa Ana, CA	\$159,960.91

OCTOBER 18, 2022

ORAL REPORT

COMMUNITY SERVICE ORGANIZATION UPDATE - LATINAS ART
FOUNDATION



To: Honorable City Council

From: John Moreno, City Manager

By: David Johnson, Community Services Director

Date: October 18, 2022

Subject: ORAL REPORT - COMMUNITY SERVICE ORGANIZATION UPDATE – LATINAS ART FOUNDATION

An oral report and PowerPoint presentation of the activities provided to the Paramount community by Latinas Art Foundation will be presented at the Council meeting.

OCTOBER 18, 2022

PUBLIC HEARING

RESOLUTION NO. 22:049

“A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PARAMOUNT
AUTHORIZING THE APPLICATION AND ADOPTING THE PLAN FOR THE
PERMANENT LOCAL HOUSING ALLOCATION (PLHA) PROGRAM”

A. OPEN THE PUBLIC HEARING.

B. MOTION IN ORDER:

CONTINUE THE PUBLIC HEARING TO NOVEMBER 8, 2022.

MOTION:

MOVED BY: _____

SECONDED BY: _____

[] APPROVED

[] DENIED

ROLL CALL VOTE:

AYES: _____

NOES: _____

ABSENT: _____

ABSTAIN: _____



To: Honorable City Council
From: John Moreno, City Manager
By: John Carver, Planning Director
Ivan Reyes, Associate Planner
Date: October 18, 2022

**Subject: RESOLUTION NO. 22:049
PERMANENT LOCAL HOUSING ALLOCATION (PLHA) PROGRAM**

Resolution No. 22:049 is City Council authorization to apply for the Permanent Local Housing Allocation (PLHA) program with the California Department of Housing and Community Development.

Planning Department staff has been preparing a work plan that includes funding for efforts to prevent homelessness and acquire, preserve, and rehabilitate affordable housing. Additional time is required to develop a complete application and work plan for the expenditure of PLHA funds. As the associated public hearing has been noticed in accordance with State law, it is recommended that the City Council open the public hearing and continue the item to the November 8, 2022 City Council meeting.

RECOMMENDED ACTION

It is recommended that the City Council open the public hearing and continue the public hearing for consideration of Resolution No. 22:049 to the November 8, 2022 City Council meeting.

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OCTOBER 18, 2022

APPROVAL OF AMENDMENT NO. 4 TO AGREEMENT WITH AKM
CONSULTING ENGINEERS FOR CONTINUED CONSTRUCTION
MANAGEMENT / INSPECTION SERVICES FOR WATER WELL 16
(CITY PROJECT NO. 9116)

MOTION IN ORDER:

IT IS RECOMMENDED THAT THE CITY COUNCIL: 1) APPROVE
AMENDMENT NO. 4 TO THE AGREEMENT WITH AKM CONSULTING
ENGINEERS FOR CONTINUED CONSTRUCTION
MANAGEMENT/INSPECTION SERVICES FOR WATER WELL 16 IN THE
AMOUNT OF \$41,680 AND AUTHORIZE THE MAYOR OR HER
DESIGNEE TO EXECUTE THE AMENDMENT; AND 2) APPROPRIATE AN
ADDITIONAL \$41,680 FROM THE AVAILABLE WATER FUND BALANCE.

MOTION:

MOVED BY: _____

SECONDED BY: _____

[] APPROVED

[] DENIED

ROLL CALL VOTE:

AYES: _____

NOES: _____

ABSENT: _____

ABSTAIN: _____



To: Honorable City Council
From: John Moreno, City Manager
By: Adriana Figueroa, Public Works Director
Date: October 18, 2022

Subject: APPROVAL OF AMENDMENT NO. 4 TO AGREEMENT WITH AKM CONSULTING ENGINEERS FOR CONTINUED CONSTRUCTION MANAGEMENT/INSPECTION SERVICES FOR WATER WELL 16 (CITY PROJECT NO. 9116)

BACKGROUND

In May of 2020, the City Council approved an agreement with AKM Consulting Engineers (AKM) to provide construction management/inspection services for the Water Well 16 Project (Project No. 9116). AKM provides on-site construction management/inspection services for our Water Well 16 Project. Inspection during construction is critical for a water well project. There are many moving parts that require meticulous coordination and specialized water engineering services are necessary throughout the project.

DISCUSSION

In June 2022, the City approved the recent contract amendment, amendment No. 3, for AKM given delays that had been identified from our construction contractor with regards to the added arsenic treatment system and supply chain issues, which extended the project completion date. Subsequently, we have experienced unanticipated delays with our well instrumentation and programming, which have once again delayed completion, now anticipated through the end of November. Given the critical nature of this project, it is imperative that we continue the construction management/inspection services through project completion.

Amendment No. 4 to AKM's contract in the amount of \$41,680 is necessary given the additional support anticipated through November 2022.

FISCAL IMPACT

The additional \$41,680 necessary for this amendment was not included in the FY 2022-23 budget and will be reflected during the midyear budget process, utilizing available Water 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 Outcomes No. 4: Environmental Health, and No. 5: Attractive and Well Maintained Infrastructure.

RECOMMENDED ACTION

It is recommended that the City Council: 1) approve amendment No. 4 to the Agreement with AKM Consulting Engineers for continued construction management/inspection services for Water Well 16 in the amount of \$41,680 and authorize the Mayor or her designee to execute the amendment; and 2) appropriate an additional \$41,680 from the available Water Fund balance.

**FOURTH AMENDMENT TO THE AGREEMENT FOR CONSTRUCTION
MANAGEMENT/INSPECTION SERVICES FOR WATER WELL #16 WITH AKM
CONSULTING ENGINEERS**

THIS FOURTH AMENDMENT TO AGREEMENT FOR CONSTRUCTION MANAGEMENT/INSPECTION SERVICES FOR WATER WELL #16 ("AMENDMENT") is made and entered into this 18th day of October 2022 between the City of Paramount, a municipal corporation in Los Angeles County, California, (hereinafter "CITY") and AKM Consulting Engineers, a professional water engineering services company, with its primary office located at 553 Wald, Irvine, CA 92618 (hereinafter "CONTRACTOR") (collectively, "the Parties"), and amends that certain agreement between CONTRACTOR and CITY approved by the City Council on May 5, 2020 ("AGREEMENT").

RECITALS

WHEREAS, CITY and CONTRACTOR entered into an Agreement on May 5, 2020 whereby CONTRACTOR would provide construction management/inspection services for water well #16 for CITY; and

WHEREAS, CITY and CONTRACTOR approved the First Amendment to the Agreement on September 7, 2021; and

WHEREAS, CITY and CONTRACTOR approved the Second Amendment to the Agreement on February 15, 2022; and

WHEREAS, CITY and CONTRACTOR approved the Third Amendment to the Agreement on July 12, 2022; and

WHEREAS, CITY and CONTRACTOR each desire to amend the scope of services, compensation and term of said Agreement.

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

1. DESCRIPTION OF SERVICES

Is hereby amended so that CONTRACTOR shall provide water resources and program management services as more particularly described in hereto as Exhibit "A". In the event of any conflict between CONTRACTOR's proposal and this AMENDMENT, the terms of the AGREEMENT shall apply.

2. COMPENSATION

Is hereby amended so that CITY agrees to pay CONTRACTOR an additional \$41,680 in full compensation for all additional services performed. CITY agrees to reimburse CONTRACTOR for pre-approved expenses in a total amount **not to exceed \$1,003,986.**

CONTRACTOR shall prepare and present detailed statements for services rendered to City for the month preceding the statement, indicating each discrete task performed by the CONTRACTOR. Statements are due and payable upon approval by CITY.

3. TERM OF AGREEMENT

Is hereby amended so the term of this Agreement shall expire on November 30, 2022.

4. Full Force and Effect. Except as herein modified and earlier amended, all other provisions of the AGREEMENT dated May 5, 2020 shall remain unmodified and continue in full force and effect.

5. Counterparts. This Amendment may be executed in counterparts, each of which shall be deemed an original and all of which together shall constitute but one instrument. A facsimile signature shall be deemed an original signature.

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

CITY OF PARAMOUNT

AKM CONSULTING ENGINEERS

By: _____
Vilma Cuellar Stallings, Mayor

By: _____
Zeki Kayiran, P.E.
President/Principal

ATTEST:

By: _____
Heidi Luce, City Clerk

APPROVED AS TO FORM:

By: _____
John E. Cavanaugh, City Attorney

EXHIBIT A



AKM Consulting Engineers

553 Wald

Irvine, CA 92618

Telephone: 949.753.7333 Facsimile: 949.753.7320

www.akmce.com

*Water Resources
Infrastructure
Construction Management*

October 13, 2022

City of Paramount

Department of Public Works

16400 Colorado Avenue

Paramount, CA 90723

Attn: Mrs. Adriana Figueroa, P.E., Public Works Director

Subject: Budget Amendment Request No. 04 for Construction Management Services for the Equipping of Well 16 & Treatment Plant Project

Dear Mrs. Figueroa:

Pursuant our previous conversation, AKM Consulting Engineers is submitting a budget amendment request for the Equipping of Well 16 and Treatment Plant Project. In June 2022, AKM submitted a budget amendment request for services through September 2022 based on the construction Contractor's schedule for completion of added chemical treatment, which became necessary on this Project in order to treat the raw well water to within regulatory limits. However, AKM and City have recently learned that due to later than anticipated vendor services necessary to startup and verify the operation of the newly installed equipment, as well as a longer than anticipated construction duration to complete the added improvements, completion of the project is now expected to extend into November 2022. Therefore a fourth budget amendment is now necessary to continue our services through the revised anticipated completion date.

Due to the reasons stated above, the following additional budget is requested.

Task	Hours	Totals
Additional Inspection (\$148/hour)	160	\$23,680.00
Additional Construction Management (\$170/hour)	100	\$17,000.00
Expenses		\$1,000.00
Total Cost		\$41,680.00

<u>Additional Funds Requested:</u>	<u>\$41,680</u>
<u>Previous Approved Budget:</u>	<u>\$962,306</u>
<u>New Requested Project Total Budget:</u>	<u>\$1,003,986</u>

We appreciate the opportunity to submit this budget amendment request and look forward to being of continued service to the City of Paramount. Should you have any questions, please do not hesitate to contact the undersigned.

Very truly yours,
AKM Consulting Engineers



Emin Kayiran
Vice President/Director of Construction Management Services

OCTOBER 18, 2022

REVISED AGREEMENT WITH THE LOS ANGELES COUNTY DISTRICT
ATTORNEY - COMMUNITY PROSECUTOR PROGRAM FOR FISCAL YEAR
2022-2023

MOTION IN ORDER:

APPROVE THE REVISED AGREEMENT WITH THE LOS ANGELES
COUNTY THROUGH THE OFFICE OF THE DISTRICT ATTORNEY FOR
THE COMMUNITY PROSECUTOR PROGRAM IN THE AMOUNT OF
\$192,758.67 THROUGH JUNE 30, 2023, AND AUTHORIZE THE MAYOR TO
SIGN 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: Margarita Matson, Public Safety Director
Date: October 18, 2022

Subject: REVISED AGREEMENT WITH THE LOS ANGELES COUNTY DISTRICT ATTORNEY - COMMUNITY PROSECUTOR PROGRAM FOR FISCAL YEAR 2022-2023

BACKGROUND

On July 12, 2022, the City Council approved the service agreement renewal with the Los Angeles County District Attorney - Community Prosecutor Program for the Fiscal Year 2022-2023. The Community Prosecutor Program provides services to reduce juvenile delinquency, address quality of life issues, combat gang activity and narcotics sales, abate criminal nuisance conditions, and improve community safety through cooperative and collaborative efforts involving residents, school officials, business owners, law enforcement, and probation. Other benefits of this agreement include combating quality of life issues, including, but not limited to, criminal property nuisance, graffiti, vandalism, and street racing, through intervention and nuisance abatement. The Community Prosecutor Program provides technical assistance to the Public Safety Department, Los Angeles County Sheriff's Department, and other stakeholders.

At the time the agreement was approved, the City's intent was to bear the full cost of these services. However, the agreement was not executed by the County as the City pursued cost sharing options.

DISCUSSION

For approximately three years, the cities of Paramount and Bellflower collaborated to share the cost of a Deputy District Attorney under the Community Prosecutor Program. Prior to July 1, 2022, the City of Paramount received notice from Bellflower that they would no longer be participating in the program for the Fiscal Year 2022-2023. As a result, staff approached the City of Lakewood about partnering to share the cost of the Community Prosecutor Program where the cities would divide the duties of a dedicated Deputy District Attorney.

On August 9, 2022, the City of Lakewood approved this partnership and cost share arrangement. Lakewood's portion of the program comes out to approximately \$96,000 for the remainder of the Fiscal Year 2022-2023. On October 4, 2022, the Los Angeles County Board of Supervisors authorized the Los Angeles County District Attorney to enter

into an agreement with the cities of Lakewood and Paramount for a total amount of \$289,138 for the period of July 1, 2022, through June 30, 2023, with the option to amend the dollar amount and extend the agreement for up to four additional one-year periods, to continue the Community Prosecutor Program. The revised agreement (attached) allows the City of Paramount to continue providing these critical public safety services to the community. The City of Paramount's share of the agreement for the Fiscal Year 2022-2023 is \$192,758.67 and will be approximately \$144,569 for the next four consecutive years thereafter, if extended.

FISCAL IMPACT

The Los Angeles County District Attorney, Community Prosecutor Program is budgeted at \$289,138 for the fiscal year under the Sworn Patrol Division. A budget adjustment will be completed during Mid-Year to reflect the cost savings of \$96,379.33 that is associated with the shared agreement with the City of Lakewood, effective November 1, 2022.

VISION, MISSION, VALUES, AND STRATEGIC OUTCOMES

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

RECOMMENDED ACTION

It is recommended that the City Council approve the revised agreement with Los Angeles County through the Office of the District Attorney for the Community Prosecutor Program in the amount of \$192,758.47, through June 30, 2023, and authorize the Mayor to sign the agreement.

**AGREEMENT BY AND BETWEEN
THE COUNTY OF LOS ANGELES
AND
THE CITY OF PARAMOUNT
FOR
COMMUNITY PROSECUTOR PROGRAM
FORMERLY KNOWN AS THE**

STRATEGIES AGAINST GANG ENVIRONMENTS (SAGE) PROGRAM

This Agreement (Agreement) is made and entered into by and between the County of Los Angeles, hereinafter (COUNTY), a political subdivision of the State of California, and the City of Paramount (CITY), a general law city, under the laws of the State of California and both of whom are collectively referred to as the PARTIES.

WHEREAS, the CITY is in need of a program to reduce juvenile delinquency, address quality of life issues, combat gang activity, narcotics sales and use and to abate criminal nuisance conditions and activities; and

WHEREAS, the COUNTY, through its Office of the District Attorney (LADA), with the CITY recognizes the need for innovative proactive approaches for the suppression of the general neighborhood nuisances, vandalism, graffiti, street gang activity, narcotics sales, juvenile delinquency, criminal property nuisances and other related quality of life problems; and

WHEREAS, under California Government Code § 26500.5 the District Attorney may sponsor, supervise, or participate in any project or program to improve the administration of justice.

WHEREAS, the COUNTY has in the past, adopted and implemented in other Cities, a program named the Strategies Against Gang Environments (SAGE), which provided legal services aimed at reducing specifically gang activity, now is named the Community Prosecutor Program (CPP) to more aptly describe the objectives and focus of the program; and

WHEREAS, the CITY desires to enter into an Agreement with the COUNTY to implement the CPP within the territorial boundaries of the CITY;

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

1.0 PURPOSE

The purpose of this agreement is to maintain one Deputy District Attorney (DDA) within the CITY, to perform services, as mutually agreed upon by both PARTIES, to: (1) reduce juvenile delinquency through the use of the CITY'S Informal Diversion Program; and (2) to combat quality

of life issues, including, but not limited to gang activity, criminal property nuisance, graffiti, vandalism, street racing, narcotics sales and use, through informal intervention, informal nuisance abatements and (3) to provide technical assistance to the CITY's Public Safety Department, Los Angeles County Sheriff's Department, and other stakeholders and entities that will assist and contribute to the CPP DDA's efforts to perform under this section. The services shall be consistent with the laws of the State of California and the guidelines of the COUNTY, CITY and California State Bar.

2.0 TERM OF THE AGREEMENT

The term of this agreement shall commence on the effective date of the execution of the last signatory and continue through June 30, 2023.

Upon mutual agreement of both PARTIES, at the conclusion of this present agreement, the same or similar agreement may be extended for up to four (4) additional one (1) year periods.

3.0 COUNTY OBLIGATIONS

COUNTY shall provide, on behalf of CITY, the services of one DDA for the Community Prosecutor Program, on a full-time basis to assist the CITY in the development of a multifaceted strategy for improving public safety. The COUNTY has sole discretion in personnel matters related to supervision, promotion, appraisal of the assigned DDA. The COUNTY shall consult with and negotiate with the CITY regarding the selection, retention and transfer of the DDA assigned to the CITY.

Specific tasks to be performed shall be subject to the needs set forth by the CITY, by and through the Public Safety Director.

The DDA assigned to the CITY pursuant to this agreement will appropriately, independently and pursuant to legal rules of ethics, professional responsibility which govern the actions of prosecuting attorneys, furnish to the CITY appropriate prosecutorial and CPP legal services. Subject to the COUNTY'S discretion, the specific activities shall include, but are not limited to:

3.1 The tracking of criminal cases, as allowed by law, in an effort to provide prosecutors, probation officers, parole agents, school officials, judges, and other pertinent personnel with current and accurate information that is relevant to the determination of suitable terms of probation;

3.2 The abatement of public nuisances such as illegal drug activity, illegal gang activity, illegal prostitution activity, illegal gambling activity, and other general and/or criminal property nuisance activity;

3.3 The implementation and regulation of an informal juvenile offender/delinquency program that addresses juvenile crime, truancy, alcohol/drug dependency, anger management, bullying, suicide prevention, and any other type of problem or issue plaguing the CITY'S youth in an effort to deter juveniles from entering into the Criminal Justice System and to address the social and mental health needs of the community;

3.4 Participation in neighborhood, school and community programs to improve public safety and reduce crime.

4.0 PAYMENT TERMS

The contract sum, payable by CITY TO COUNTY will not exceed \$192,758.67, for the period covering July 1, 2022 through June 30, 2023, and will be the total monetary amount for providing one DDA for the services rendered in 3.0 through 3.4, of this Agreement for the implementation of the Community Prosecutor Program.

Annual cost in each subsequent year, shall be limited to the salary, employee benefits and State Bar dues of the assigned DDA, including any increases approved by the COUNTY for Deputy District Attorney Staff. Annual contribution in each subsequent year will be limited to an amount mutually acceptable to both PARTIES, but not less than \$144,569.

5.0 MUTUAL INDEMNIFICATION

5.1 The COUNTY shall defend, indemnify, and hold harmless the CITY, its officers, agents and employees from liability, loss, damage, or expense for death, bodily injury to persons, injury to property, or any other expense arising from either, to the extent that such liability, loss, damage, or expense is directly and proximately caused by the negligence or wrongful acts of COUNTY in the performance of the CPP activities, and to pay on behalf of the CITY any and all claims, damages, judgments, defense costs, adjuster fees and attorney fees directly resulting therefrom;

5.2 The CITY shall defend, indemnify, and hold harmless the COUNTY, its officers, agents and employees from liability, loss, damage, or expense for death, bodily injury to persons, injury to property, or any other expense arising from either, to the extent that such liability, loss, damage or expense is directly and proximately caused by the negligence or wrongful acts of the CITY in execution of the CPP Program activities and to pay on behalf of the COUNTY, any and all claims, damages, judgments, defense costs, adjuster fees and attorney fees directly resulting therefrom.

6.0 VALIDITY

The invalidity, in whole or in part, of any provision of this Agreement shall not void or affect the validity of any other provision of this Agreement.

7.0 WAIVER

No Waiver of any breach of this Agreement by either party shall constitute a waiver of any breach of this Agreement, including a subsequent breach of the same provision.

8.0 GOVERNING LAWS

This Agreement shall be interpreted according to the laws of the State of California.

9.0 COMPLIANCE WITH APPLICABLE LAWS

In the performance of this Agreement, PARTIES shall comply with all applicable federal, State, and local laws, rules, regulations, ordinances, directives, guidelines, policies and procedures, and

all provisions required thereby to be included in this Agreement are hereby incorporated herein by reference.

10.0 NON DISCRIMINATION IN EMPLOYMENT AND SERVICES

Neither party shall employ discriminatory practices in its performance hereunder, including its employment practices, on the basis of race, color, religion, national origin, ancestry, sex, age, physical or mental handicap, in accordance with all applicable requirements of Federal and State Law.

11.0 CONFIDENTIALITY

PARTIES shall maintain the confidentiality of all records and information in accordance with all applicable federal, State, and local laws, rules, regulations, ordinances, directives, guidelines, and policies and procedures relating to confidentiality.

12.0 TERMINATION FOR CONVENIENCE

Any Party may terminate this Agreement for its convenience at any time by giving the other Party sixty (30) days written notice thereof.

13.0 ALTERATION OF TERMS

This writing and any amendments thereto, constitute the entire agreement between the PARTIES. This Agreement may not be altered or modified except by the express written consent of both the CITY and LADA on behalf of the COUNTY. Each party acknowledges there are no other provisions or representations that have not been incorporated into this Agreement. No addition to, or alteration of the terms of this Agreement, whether by written or verbal understanding of the PARTIES, their officers, agents or employees shall be valid unless made in the form of a written amendment to this Agreement that is formally approved and executed by the PARTIES.

14.0 INVOICE AND PAYMENTS

14.1 All invoices under this Agreement shall be submitted to the following address:

City of Paramount
Attention: Public Safety Director
15001 Paramount Boulevard
Paramount, California 90723

14.2 Such payment will be made in accordance with the provisions as specified herein: COUNTY shall submit a monthly invoice to CITY within thirty (30) calendar days for the preceding month in which services were provided. Invoices will charge actual costs for salary, employee benefits, and the State Bar dues of the DDA. CITY shall pay each monthly invoice within sixty (60) days of receipt of the invoice pursuant to the invoice payment instructions.

Any excess monies overpaid by the CITY at the end of the term of the Agreement, shall be allocated to and spent by and at the discretion of the assigned DDA for supplies, equipment and/or training, to assist, promote and/or facilitate the program and/or the program's needs.

IN WITNESS WHEREOF, COUNTY and the CITY enter into this Agreement for a Deputy District Attorney for the Community Prosecutor Program, to be signed by its duly authorized officers.

COUNTY OF LOS ANGELES

CITY OF PARAMOUNT
A Municipal Corporation

By: _____
GEORGE GASCÓN
District Attorney

By: _____
VILMA CUELLAR-STALLINGS
Mayor

Date: _____

Date: _____

ATTEST:

By: _____
City Clerk

Date: _____

**APPROVED AS TO FORM BY
COUNTY COUNSEL:**

By: _____

Date: _____

**APPROVED AS TO FORM BY
CITY ATTORNEY:**

By: _____
City Attorney

Date: _____

OCTOBER 18, 2022

ORAL REPORT

STORYBOOK VILLAGE EVENT



To: Honorable City Council

From: John Moreno, City Manager

By: David Johnson, Community Services Director

Date: October 18, 2022

Subject: ORAL REPORT - STORYBOOK VILLAGE EVENT

This oral report and PowerPoint presentation will provide an overview of the upcoming Storybook Village event on November 5th.

OCTOBER 18, 2022

REPORT

PROPOSED 2023 CITY SPECIAL AND HOLIDAY EVENTS SCHEDULE

MOTION IN ORDER:

APPROVE OR MODIFY THE PROPOSED DATES FOR THE CITY'S 2023
SPECIAL AND HOLIDAY EVENTS.

MOTION:

MOVED BY: _____

SECONDED BY: _____

[] APPROVED

[] DENIED

ROLL CALL VOTE:

AYES: _____

NOES: _____

ABSENT: _____

ABSTAIN: _____



To: Honorable City Council
From: John Moreno, City Manager
By: David Johnson, Community Services Director
Date: October 18, 2022

Subject: PROPOSED 2023 CITY SPECIAL AND HOLIDAY EVENTS SCHEDULE

DISCUSSION

As we have done previously, we are bringing to you the entire list of proposed City Special Events for the upcoming calendar year for your review and approval. This will give you an early picture of the flow of the events. Establishing the dates this early will allow staff to schedule vendors, secure services and materials in a timely manner, and plan for staffing. Listed below is a complete list of the 2023 special events provided by the City or co-sponsored by the City.

2023 Special Events Schedule

1. Friday Night Paramount – 1st Friday of each month (if not a holiday)
2. Farmers Market Pop-Up Event at Bianchi Theater – March 17, 2023
3. Student Art Show at FNP – April 7, 2023
4. Día del Niño/Easter Egg Hunt – April 8, 2023
5. Eco-Friendly Fair – April 15, 2023
6. PEP Donor Recognition Event – April 21, 2023
7. Farmers Market Pop-Up Event at Bianchi Theater – March 17, 2023
8. National Day of Prayer – May 4, 2023
9. Elks Memorial Day – May 29, 2023
10. Summer Concert Series – July 7-August 11, 2023
*July 7 & August 11 concerts will be combined with the Friday Night Market for the month
11. Latinas Art Foundation Arts Festival – July 15, 2023
12. Heritage Festival – August 5, 2023
13. Back to School Event – August 12, 2023
14. A Night Under the Hay Tree – August 24, 2023
15. Art Walk at FNP – September 1, 2023
16. A Night Under the Hay Tree – September 21, 2023
17. Halloween Hootenanny – October 21, 2023
18. Haunted House – October 30-31, 2023
19. Halloween Festival – October 31, 2023
20. Día de los Muertos Celebration – November 1-2, 2023
21. Veterans Celebration – November 11, 2023
22. Senior Thanksgiving – November 16, 2023
23. Tree Lighting – November 29, 2023

2023 Special Events Schedule (continued)

- 24. Santa Photos – December 2-3, 2023
- 25. Santa Train – December 4-7, 2023
- 26. Santa Snowfest – December 9, 2023
- 27. Women's Club Holiday Toy Drive – December 16, 2023

2023 Holiday Events

The City's holiday event programming begins each season with the Holiday Tree Lighting event which is held on the Wednesday following Thanksgiving. In 2023, the Holiday Tree Lighting event will occur on November 29th. Then, during the first week of December, Santa Photos will take place at the Paramount Park Community Center followed by the Santa Train and concluding with the Santa Snowfest event on December 9th.

Due to the shift in City Council meetings from the first and third Tuesdays of the month to the second and fourth Tuesdays of the month, there is not a conflict with the Santa Train and City Council meetings. Attached is the proposed calendar of holiday events and meetings for December 2023.

MISSION, VISION, VALUE AND STRATEGIC OUTCOMES

This item aligns with Strategic Outcome No. 2: Community Health.

RECOMMENDED ACTION

It is recommended that the City Council approve or modify the proposed dates for the City's 2023 Special and Holiday Events.

December 2023

Sunday	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday
			November 30 Tree Lighting	December 1 Public Works Commission Mtg.	2	3 Santa Photos
4 Santa Photos	5 Santa Train (Planning Commission Night)	6 Santa Train (Parks and Rec. Commission Night)	7 Santa Train (Public Works Commission Night) Planning Commission Mtg.	8 Santa Train (Public Safety Commission Night)	9	10 Breakfast with Santa
11	12	13 City Council Meeting	14	15	16	17 Women's Club Holiday Toy Drive
18	19	20 Public Safety Commission Mtg.	21 Parks and Rec. Commission Mtg.	22	23	24
25	26	27 City Council Study Session (Dark)	28	29	30	31