

## PUBLIC PARTICIPATION NOTICE

Public Participation Accessibility for the City of Paramount meetings scheduled for **Tuesday, June 27, 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](mailto:crequest@paramountcity.com)**

E-mail public comments must be received by **4:45 p.m. on Tuesday, June 27, 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.

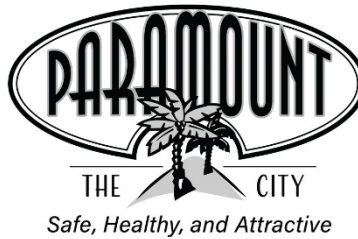
- **Teleconference: (562) 220-2225**

Participants wishing to address the City Council by teleconference should call City Hall at **(562) 220-2225** by **4:45 p.m. on Tuesday, June 27, 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  
June 27, 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](http://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

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## PRESENTATIONS

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1. [VIDEO](#) Bark in the Park

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## CITY COUNCIL PUBLIC COMMENT UPDATES

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## PUBLIC COMMENTS

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## CONSENT CALENDAR

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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. [APPROVAL](#) First Amendment to the Agreement with Adopt A Highway Maintenance Corporation for Adopt-A-Highway Services
3. [APPROVAL](#) Acceptance of Parcel Map No. 83749 – 8041 Jackson Street
4. [DENIAL OF CLAIM FOR DAMAGES](#) Martin Flores

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## NEW BUSINESS

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5. [ORAL REPORT](#) Update on Elijah Park (Mobile Home Park at 15523 Lakewood Boulevard)
6. [ORAL REPORT](#) Accessory Dwelling Unit (ADU) Ordinance and Resource Project
7. BUDGET Fiscal Year 2023-2024 Budget
- a) [RESOLUTION NO. 23:022](#) Approving and Adopting the Fiscal Year (FY) 2023-2024 Annual Municipal Operating and Capital Improvement Budget
- b) [RESOLUTION NO. 23:023](#) Adopting the Annual Appropriations Limit for Fiscal Year 2023-2024
- c) [RESOLUTION NO. 23:024](#) Amending the Authorized Position Listing for Full-Time and Part-Time Employees

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- |     |                                              |                                                                                                                                     |
|-----|----------------------------------------------|-------------------------------------------------------------------------------------------------------------------------------------|
| d)  | <a href="#"><u>RESOLUTION NO. 23:026</u></a> | Authorizing Letter of Agreement Extending Memorandum of Understanding between the City of Paramount and Teamsters Local 911         |
| 8.  | <a href="#"><u>RESOLUTION NO. 23:025</u></a> | Amending the City's Personnel Manual to Incorporate New Benefit Policies                                                            |
| 9.  | <a href="#"><u>AGREEMENTS</u></a>            | Annual Service Agreements for Fiscal Year 2023-2024                                                                                 |
| a)  | <a href="#"><u>APPROVAL</u></a>              | All City Management Services, Inc. – Crossing Guard Services                                                                        |
| b)  | <a href="#"><u>APPROVAL</u></a>              | David Beighton – Detective Bureau Consultation Services                                                                             |
| c)  | <a href="#"><u>APPROVAL</u></a>              | Graffiti Tracker Inc.                                                                                                               |
| d)  | <a href="#"><u>APPROVAL</u></a>              | The Salvation Army Bell Shelter                                                                                                     |
| 10. | <a href="#"><u>APPROVAL</u></a>              | Amended and Restated Agreement with Kiley & Associates, LLC for Federal Legislative Advocacy Services                               |
| 11. | <a href="#"><u>APPROVAL</u></a>              | Amended and Restated Service Agreement with Southwest Patrol, Inc. for Park Supervision and Security Services                       |
| 12. | <a href="#"><u>APPROVAL</u></a>              | Animal Licensing and Canvassing Services Agreement by and between the City of Paramount and Southeast Area Animal Control Authority |

#### **ENVIRONMENTAL SUSTAINABILITY NEW BUSINESS**

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None.

#### **COMMENTS/COMMITTEE REPORTS**

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- Councilmembers
- Staff

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## **CLOSED SESSION**

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## **ADJOURNMENT**

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To a meeting on July 25, 2023 at 5:00 p.m.

H:\CityManager\CITY CLERK\AGENDA\AGENDASH\2023\06-27-2023AgSht-cc.docx; 6/23/2023 2:16 PM

JUNE 27, 2023

VIDEO

BARK IN THE PARK

JUNE 27, 2023

APPROVAL OF AMENDMENT NO. 1 TO AGREEMENT WITH ADOPT A  
HIGHWAY MAINTENANCE CORPORATION FOR ADOPT-A-HIGHWAY  
SERVICE

MOTION IN ORDER:

IT IS RECOMMENDED THAT THE CITY COUNCIL APPROVE  
AMENDMENT NO. 1 TO THE AGREEMENT WITH ADOPT A HIGHWAY  
MAINTENANCE CORPORATION FOR CONTINUED ADOPT-A-HIGHWAY  
SERVICES AND AUTHORIZE THE MAYOR OR HER DESIGNEE TO SIGN  
THE AMENDMENT.

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:** June 27, 2023

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**Subject: APPROVAL OF AMENDMENT NO. 1 TO THE AGREEMENT WITH ADOPT A HIGHWAY MAINTENANCE CORPORATION FOR ADOPT-A-HIGHWAY SERVICES**

## **BACKGROUND**

In January 2023, the City Council approved an agreement with Adopt A Highway Maintenance Corporation for the permitting and cleaning of several locations including the northbound I-710 Alondra Boulevard and Rosecrans Avenue entrances and exits, the westbound SR-91 Downey Avenue and Paramount Boulevard exits, as well as the I-105 service roads, Somerset Ranch Road North and South between Garfield and Paramount.

## **DISCUSSION**

At the time of approval of the agreement, Caltrans had limited the options for clean ups along both Somerset Ranch Roads to only a one time a month frequency. After some additional communications between the City, our contractors, and Caltrans, Caltrans has agreed to allow for a two times a month cleaning frequency. We have received an estimate from Adopt A Highway Maintenance Corporation for an additional \$512.10 a month to complete the additional cleanings.

The following is a breakdown of the updated estimated total monthly costs:

|                    |                  |
|--------------------|------------------|
| Original Contract: | \$ 2,930.00      |
| Amendment No. 1:   | <u>\$ 512.10</u> |
| Total:             | \$ 3,442.10      |

Approval of this Amendment will allow us to add additional services as needed to ensure proper maintenance of these areas. Additionally, staff recommends amending Section S of the original contract to allow future changes to be authorized by the Public Works Director or her designee in an amount not to exceed \$10,000 per year for additional services.

## **FISCAL IMPACT**

There is currently no additional fiscal impact to the City. The total updated amount of \$3,442.10 per month was included in the FY 2023-24 Landscape Maintenance and Operations Budget utilizing 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 Outcomes No. 4: Environmental Health and No. 5: Attractive and Well Maintained Infrastructure.

## **RECOMMENDED ACTION**

It is recommended that the City Council approve Amendment No. 1 to the agreement with Adopt A Highway Maintenance Corporation for continued Adopt-A-Highway services and authorize the Mayor or her designee to sign the amendment.

## **FIRST AMENDMENT TO THE SERVICE AGREEMENT WITH ADOPT A HIGHWAY MAINTENANCE CORPORATION FOR ADOPT-A-HIGHWAY SERVICES**

**THIS FIRST AMENDMENT TO AGREEMENT ADOPT-A-HIGHWAY SERVICES** ("AMENDMENT") is made and entered into this 27th day of June 2023 between the City of Paramount, a municipal corporation in Los Angeles County, California, (hereinafter "CITY") and Adopt a Highway Maintenance Corporation, an Adopt-A-Highway services company, with its primary office located at 3158 Red Hill Avenue #200, Costa Mesa, CA 92626 (hereinafter "CONTRACTOR") (collectively, "the Parties"), and amends that certain agreement between CONTRACTOR and CITY approved by the City Council on January 24, 2023 ("AGREEMENT").

### **RECITALS**

**WHEREAS**, CITY and CONTRACTOR entered into an Agreement on January 24, 2023, whereby CONTRACTOR would provide Adopt-A-Highway services for CITY; 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:**

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

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 authorized by the Public Works Director or her designee. The Public Works Director or her designee are authorized to add additional services in an amount not to exceed \$10,000 per year.

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

**CITY OF PARAMOUNT**

**ADOPT A HIGHWAY MAINTENANCE CORPORATION**

By: \_\_\_\_\_  
Isabel Aguayo, Mayor

By: \_\_\_\_\_  
Joshua Gensicke, Vice President  
of Business Development

**ATTEST:**

By: \_\_\_\_\_  
Heidi Luce, City Clerk

**APPROVED AS TO FORM:**

By: \_\_\_\_\_  
John E. Cavanaugh, City Attorney

## EXHIBIT B



### City Project- Adopt-a-Highway Service

In the City of Paramount, CA 90723

#### Exhibit B

The undersigned hereby proposes and agrees to provide services in accordance with the attached General Provisions and Specifications at the stated price:

| Item No. | Segments                                                                                                  | Frequency per month  | Total Amount |
|----------|-----------------------------------------------------------------------------------------------------------|----------------------|--------------|
| 1.       | Northbound I-710 - Alondra Boulevard Entrance and Exit                                                    | 2                    | \$ 730.00    |
| 2.       | Northbound I-710 - Rosecrans Avenue Entrance and Exit                                                     | 2                    | \$ 730.00    |
| 3.       | Westbound SR-91 – Downey Avenue Exit                                                                      | 2                    | \$ 525.00    |
| 4.       | Westbound SR-91 – Paramount Boulevard Exit                                                                | 2                    | \$ 525.00    |
| 5.       | I-105 freeway at Somerset Ranch Road North and Somerset Ranch Road South (between Garfield and Paramount) | 2                    | \$ 932.10    |
|          |                                                                                                           | <b>Total Amount:</b> | \$3,442.10   |

Signature of Contractor

Firm Name

Business Address

Telephone No.

Dated this

Adopt a Highway Maintenance Corp.

3158 Reed Hill Ave., #200, Costa Mesa, CA 92626

(800) 700-0003

21 day of June, 2023

JUNE 27, 2023

ACCEPTANCE OF PARCEL MAP NO. 83749

8041 JACKSON STREET

MOTION IN ORDER:

APPROVE THE PARCEL MAP NO. 83749 AND AUTHORIZE THE CITY CLERK TO EXECUTE THE MAP ON BEHALF OF THE CITY OF PARAMOUNT.

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  
Rafael Casillas, City Engineer

**Date:** June 27, 2023

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**Subject: ACCEPTANCE OF PARCEL MAP NO. 83749  
8041 JACKSON STREET**

## **BACKGROUND**

Parcel Map No. 83749 includes the parcels located at 8041 Jackson Street where one 2.8-acre parcel was subdivided to create two parcels. The west parcel ("Parcel 1") contains approximately 85,421 square feet, and it includes the existing ice skating rink building and associated parking lot. The east parcel ("Parcel 2") would contain approximately 35,849 square feet and has been vacant since a miniature golf course closed in the 1980s.

Subdivision maps are processed in two phases in accordance with the California Subdivision Map Act and Title 16 (Subdivisions and Other Divisions of Land) of the Paramount Municipal Code. The first phase is the Tentative Map process, which requires a public hearing before the Planning Commission. When approved, the application continues to the second phase, in which the applicant prepares a Final Map for City Council review and approval at the direction of the City Engineer.

## **DISCUSSION**

The subject parcel map has been checked by the City Engineer and is mathematically correct and substantially conforms to the tentative conditions as approved by the City of Paramount's Planning Commission on April 12, 2022.

Parcel Map No. 83749 consists of (2) parcels. The 1<sup>st</sup> parcel consists of 1.96 acres for the existing ice skating rink. The 2<sup>nd</sup> parcel consists of 0.82 acres and will be developed with 10 single family residential units. This represents a development of 12 units per acre.

## **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.

## **FISCAL IMPACT**

There is currently no additional fiscal impact to the City.

## **RECOMMENDED ACTION**

It is recommended that the City Council approve Parcel Map No. 83749 and authorize the City Clerk to execute the map on behalf of the City of Paramount.

2 PARCELS  
2.78 ACRES GROSS

# PARCEL MAP NO. 83749

SHEET 1 OF 2

IN THE CITY OF PARAMOUNT,  
COUNTY OF LOS ANGELES, STATE OF CALIFORNIA

BEING A SUBDIVISION OF LOTS 6 THROUGH 15, INCLUSIVE, AND A  
PORTION OF LOTS 5 AND 16, OF BLOCK 65, CLEARWATER IN THE  
CALIFORNIA CO-OPERATIVE COLONY TRACT, AS PER MAP RECORDED IN  
BOOK 19, PAGES 51 THROUGH 54, INCLUSIVE, OF MISCELLANEOUS  
RECORDS, TOGETHER WITH A PORTION OF AN ALLEY VACATED BY AN  
INSTRUMENT RECORDED MARCH 1, 1951 AS INSTRUMENT NO. 3733, OF  
OFFICIAL RECORDS, AND AS SHOWN ON SAID MAP, ALL IN THE CITY OF  
PARAMOUNT, COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, IN THE  
OFFICE OF THE COUNTY RECORDER OF SAID COUNTY

ENCOMPASS CONSULTANT GROUP  
BENJAMIN P. HARDIN P.L.S. 8552  
APRIL 2022

## OWNER'S STATEMENT:

WE HEREBY STATE THAT WE ARE THE OWNERS OF OR ARE INTERESTED IN THE LANDS INCLUDED WITHIN THE  
SUBDIVISION SHOWN ON THIS MAP WITHIN THE DISTINCTIVE BORDER LINES, AND WE CONSENT TO THE  
PREPARATION AND FILING OF SAID MAP AND SUBDIVISION.

WE HEREBY DEDICATE TO THE PUBLIC USE ALL STREETS, HIGHWAYS, AND OTHER PUBLIC WAYS SHOWN ON  
SAID MAP WITHIN SAID SUBDIVISION.

JV ICE PARAMOUNT, LLC, A DELAWARE LIMITED LIABILITY COMPANY

NAME TITLE  
*[Signature]* *[Signature]*

## RECORD BENEFICIARY:

TD BANK, N.A., A NATIONAL BANKING ASSOCIATION, AS BENEFICIARY UNDER DEED OF TRUST RECORDED MAY  
31, 2022 AS INSTRUMENT NO. 20220577842, OF OFFICIAL RECORDS.

NAME TITLE  
*[Signature]* *[Signature]*  
Relationship Manager

## NOTARY ACKNOWLEDGMENT:

A NOTARY PUBLIC OR OTHER OFFICER COMPLETING THIS CERTIFICATE VERIFIES ONLY THE  
IDENTITY OF THE INDIVIDUAL WHO SIGNED THE DOCUMENT TO WHICH THIS CERTIFICATE IS  
ATTACHED, AND NOT THE TRUTHFULNESS, ACCURACY, OR VALIDITY OF THAT DOCUMENT.

STATE OF ~~California~~ Arizona } SS  
COUNTY OF ~~Maricopa~~ Maricopa  
ON Feb. 1<sup>st</sup>, 2023, BEFORE ME, Griffin Perry, NOTARY PUBLIC,

PERSONALLY APPEARED Bradley Beeman, WHO  
PROVED TO ME ON THE BASIS OF SATISFACTORY EVIDENCE TO BE THE PERSON(S) WHOSE NAME(S) IS/ARE  
SUBSCRIBED TO THE WITHIN INSTRUMENT, AND ACKNOWLEDGED TO ME THAT HE/SHE/HE/EXECUTED THE  
SAME IN HIS/HER/THEIR AUTHORIZED CAPACITY(IES), AND THAT BY HIS/HER/THEIR SIGNATURE(S) ON THE  
INSTRUMENT, THE PERSON(S) OR THE ENTITY UPON BEHALF OF WHICH THE PERSON(S) ACTED, EXECUTED  
THE INSTRUMENT.

I CERTIFY UNDER PENALTY OF PERJURY UNDER THE LAWS OF THE STATE OF CALIFORNIA THAT THE  
FOREGOING PARAGRAPH IS TRUE AND CORRECT.

WITNESS MY HAND:

SIGNATURE NAME PRINTED  
*[Signature]* *[Signature]*  
Griffin Perry  
PRINCIPLE OFFICE IN THE COUNTY OF Maricopa COMMISSION EXPIRES August 12<sup>th</sup> 2024 COMM. NO. 587672

## NOTARY ACKNOWLEDGMENT:

A NOTARY PUBLIC OR OTHER OFFICER COMPLETING THIS CERTIFICATE VERIFIES ONLY THE  
IDENTITY OF THE INDIVIDUAL WHO SIGNED THE DOCUMENT TO WHICH THIS CERTIFICATE IS  
ATTACHED, AND NOT THE TRUTHFULNESS, ACCURACY, OR VALIDITY OF THAT DOCUMENT.

STATE OF ~~California~~ New York } SS  
COUNTY OF ~~Queens~~ Queens  
ON April 26<sup>th</sup>, 2023, BEFORE ME, Donesha Terrelonge, NOTARY PUBLIC,

PERSONALLY APPEARED Leo Weiner, WHO  
PROVED TO ME ON THE BASIS OF SATISFACTORY EVIDENCE TO BE THE PERSON(S) WHOSE NAME(S) IS/ARE  
SUBSCRIBED TO THE WITHIN INSTRUMENT, AND ACKNOWLEDGED TO ME THAT HE/SHE/HE/EXECUTED THE  
SAME IN HIS/HER/THEIR AUTHORIZED CAPACITY(IES), AND THAT BY HIS/HER/THEIR SIGNATURE(S) ON THE  
INSTRUMENT, THE PERSON(S) OR THE ENTITY UPON BEHALF OF WHICH THE PERSON(S) ACTED, EXECUTED  
THE INSTRUMENT.

I CERTIFY UNDER PENALTY OF PERJURY UNDER THE LAWS OF THE STATE OF CALIFORNIA THAT THE  
FOREGOING PARAGRAPH IS TRUE AND CORRECT.

WITNESS MY HAND:

SIGNATURE NAME PRINTED  
*[Signature]* *[Signature]*  
Donesha Terrelonge  
PRINCIPLE OFFICE IN THE COUNTY OF Queens COMMISSION EXPIRES September 26, 2026 COMM. NO. 01TE644595

## SIGNATURE OMISSION NOTES:

THE SIGNATURES OF THE FOLLOWING PRESENT HOLDERS OF EASEMENTS HAVE BEEN OMITTED UNDER  
PROVISIONS OF SECTION 66436 (a)(3)(A)(i)-(vii) OF THE SUBDIVISION MAP ACT, THEIR INTEREST IS SUCH  
THAT IT CANNOT RIPEN INTO A FEE AND SAID SIGNATURES ARE NOT REQUIRED BY THE GOVERNING BODY.

THE COUNTY OF LOS ANGELES, HOLDER OF AN EASEMENT FOR SANITARY SEWERS AND APPURTENANT  
STRUCTURES RECORDED MARCH 1, 1951 AS INSTRUMENT NO. 3733, OF OFFICIAL RECORDS.  
SOUTHERN CALIFORNIA EDISON COMPANY, A CORPORATION, HOLDER OF AN EASEMENT FOR PUBLIC  
UTILITIES RECORDED NOVEMBER 20, 1986 AS INSTRUMENT NO. 86-1610346, OF OFFICIAL RECORDS.

## CITY CLERK'S CERTIFICATE:

I HEREBY CERTIFY THAT THE CITY COUNCIL OF THE CITY OF PARAMOUNT BY MOTION DULY PASSED ON THIS  
DAY OF April, 2022, APPROVED THE ATTACHED MAP, AND DID ACCEPT ON BEHALF  
OF THE PUBLIC THE DEDICATION OF ALL STREETS, HIGHWAYS, AND OTHER PUBLIC WAYS SHOWN ON SAID MAP.

HEIDI LUCE DATE  
CITY CLERK, CITY OF PARAMOUNT

## ABANDONMENT NOTE

PURSUANT TO SECTION 66434 (g) OF THE SUBDIVISION MAP ACT, THE FILING OF THIS MAP CONSTITUTES THE  
ABANDONMENT OF PARCEL 2 OF THE EASEMENT FOR ROAD AND UTILITY PURPOSES PER INSTRUMENT NO.  
85-967996 OF OFFICIAL RECORDS RECORDED AUGUST 21, 1985 IN THE COUNTY OF LOS ANGELES, NOT SHOWN  
ON THIS MAP.

HEIDI LUCE DATE  
CITY CLERK, CITY OF PARAMOUNT

## SURVEYOR'S STATEMENT:

THIS MAP WAS PREPARED BY ME OR UNDER MY DIRECTION, AND IS BASED UPON A FIELD SURVEY IN  
CONFORMANCE WITH THE REQUIREMENTS OF THE SUBDIVISION MAP ACT AND LOCAL ORDINANCES AT THE  
REQUEST OF JV ICE PARAMOUNT ON DECEMBER 13, 2021. I HEREBY STATE THAT THIS PARCEL MAP  
SUBSTANTIALLY CONFORMS TO THE APPROVED OR CONDITIONALLY APPROVED TENTATIVE MAP, IF ANY. I  
HEREBY CERTIFY THAT THE MONUMENTS OF THE CHARACTER AND LOCATIONS SHOWN HEREON ARE IN PLACE OR  
WILL BE IN PLACE WITHIN 24 MONTHS FROM THE FILING DATE OF THIS MAP. THAT SAID MONUMENTS ARE  
SUFFICIENT TO ENABLE THE SURVEY TO BE RETRACED.

NAME DATE  
*[Signature]* 1/31/2023  
BENJAMIN P. HARDIN  
P.L.S. NO. 8552



## CITY ENGINEER'S STATEMENT:

I HEREBY STATE THAT I HAVE EXAMINED THIS MAP AND THAT IT CONFORMS SUBSTANTIALLY TO THE TENTATIVE  
MAP AND ALL APPROVED ALTERATIONS THEREOF; THAT ALL PROVISIONS OF THE SUBDIVISION ORDINANCES OF  
THE CITY OF PARAMOUNT APPLICABLE AT THE TIME OF APPROVAL OF THE TENTATIVE MAP HAVE BEEN COMPLIED  
WITH; AND THAT ALL PROVISIONS OF THE SUBDIVISION MAP ACT SECTION 66442 (a) (1) (2) AND (3) HAVE  
BEEN COMPLIED WITH.

NAME DATE  
RAFAEL CASILLAS  
CITY ENGINEER, CITY OF PARAMOUNT  
R.C.E. NO. 68234



## CITY SURVEYOR'S STATEMENT

I, HEREBY STATE THAT I HAVE EXAMINED THIS MAP AND THAT IT CONFORMS WITH THE MAPPING PROVISIONS  
OF THE SUBDIVISION MAP ACT AND I AM SATISFIED SAID MAP IS TECHNICALLY CORRECT.

NAME DATE  
DAVID E. WOOLLEY  
CITY SURVEYOR, CITY OF PARAMOUNT  
P.L.S. NO. 7304



## SPECIAL ASSESSMENTS STATEMENT

I HEREBY STATE THAT ALL SPECIAL ASSESSMENTS LEVIED UNDER THE JURISDICTION OF THE CITY OF  
PARAMOUNT, TO WHICH THE LAND INCLUDED IN THE WITHIN SUBDIVISION OR ANY PART THEREOF IS SUBJECT  
AND WHICH MAY BE PAID IN FULL, HAVE BEEN PAID IN FULL.

NAME DATE  
KIM SAO  
FINANCE DIRECTOR  
CITY OF PARAMOUNT

I HEREBY CERTIFY THAT SECURITY IN THE AMOUNT OF \$ \_\_\_\_\_  
HAS BEEN FILED WITH THE CLERK OF THE BOARD OF SUPERVISORS OF THE  
COUNTY OF LOS ANGELES AS SECURITY FOR THE PAYMENT OF TAXES AND  
SPECIAL ASSESSMENTS COLLECTED AS TAXES ON THE LAND SHOWN ON  
PARCEL MAP NO. 83749 AS REQUIRED BY LAW.

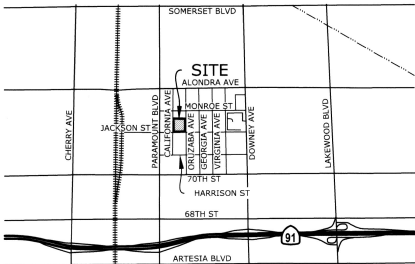
EXECUTIVE OFFICER, CLERK OF THE BOARD OF SUPERVISORS  
OF THE COUNTY OF LOS ANGELES, STATE OF CALIFORNIA

BY \_\_\_\_\_ DATE \_\_\_\_\_

I HEREBY CERTIFY THAT ALL CERTIFICATES HAVE BEEN FILED AND DEPOSITS  
HAVE BEEN MADE THAT ARE REQUIRED UNDER THE PROVISIONS OF SECTIONS  
66492 AND 66493 OF THE SUBDIVISION MAP ACT.

EXECUTIVE OFFICER, CLERK OF THE BOARD OF SUPERVISORS  
OF THE COUNTY OF LOS ANGELES, STATE OF CALIFORNIA

BY \_\_\_\_\_ DATE \_\_\_\_\_  
DEPUTY



VICINITY MAP

SCALE: 1" = 2000'

2 PARCELS  
2.78 ACRES GROSS

# PARCEL MAP NO. 83749

SHEET 2 OF 2

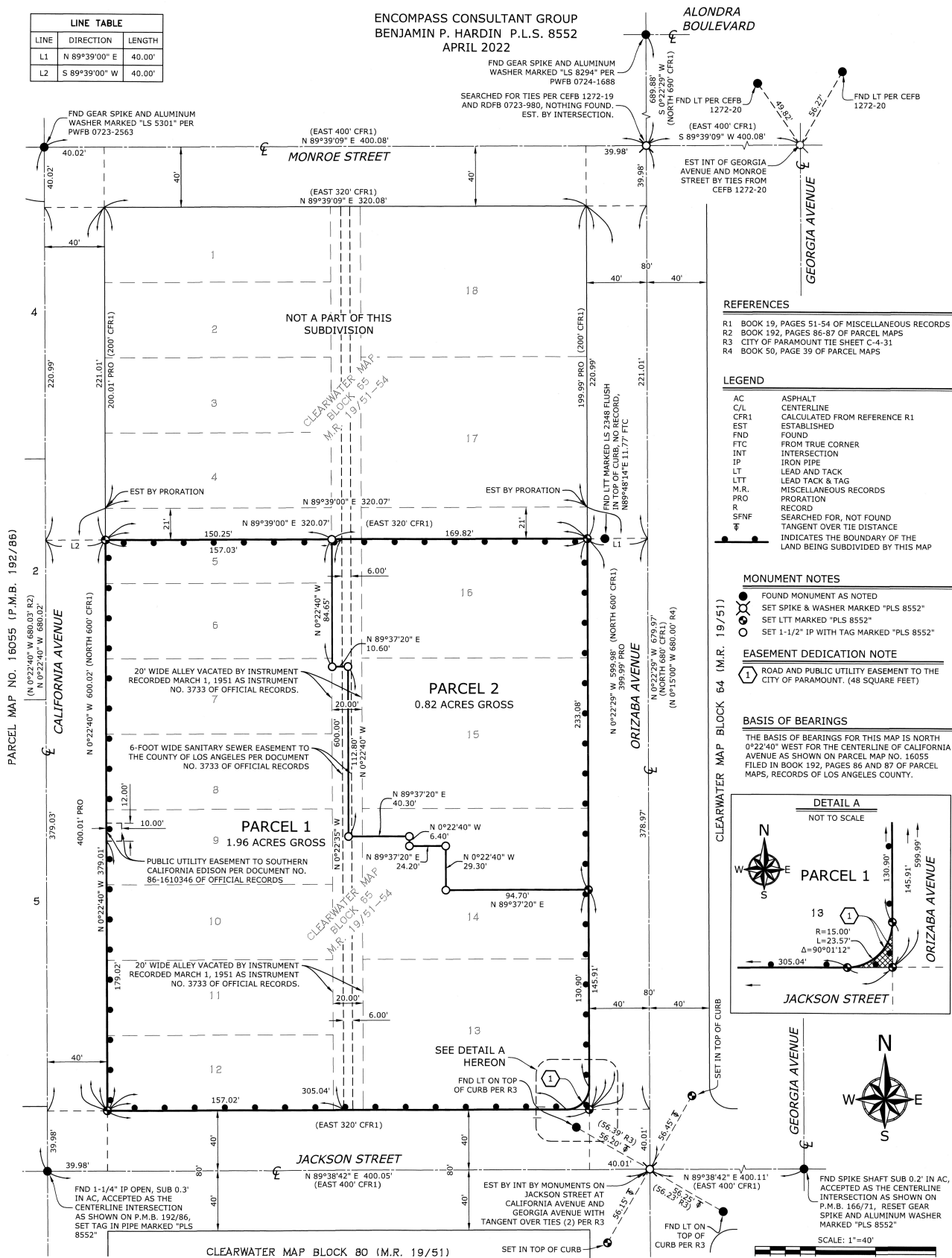
IN THE CITY OF PARAMOUNT,  
COUNTY OF LOS ANGELES, STATE OF CALIFORNIA  
BEING A SUBDIVISION OF LOTS 6 THROUGH 15, INCLUSIVE, AND A PORTION OF LOTS 5 AND 16, OF  
BLOCK 65, CLEARWATER IN THE CALIFORNIA CO-OPERATIVE COLONY TRACT, AS PER MAP RECORDED IN  
BOOK 19, PAGES 51 THROUGH 54, INCLUSIVE, OF MISCELLANEOUS RECORDS, TOGETHER WITH A  
PORTION OF AN ALLEY VACATED BY AN INSTRUMENT RECORDED MARCH 1, 1951 AS INSTRUMENT NO.  
3733, OF OFFICIAL RECORDS, AND AS SHOWN ON SAID MAP, ALL IN THE CITY OF PARAMOUNT, COUNTY  
OF LOS ANGELES, STATE OF CALIFORNIA, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY

| LINE TABLE |               |        |
|------------|---------------|--------|
| LINE       | DIRECTION     | LENGTH |
| L1         | N 89°39'00" E | 40.00' |
| L2         | S 89°39'00" W | 40.00' |

ENCOMPASS CONSULTANT GROUP  
BENJAMIN P. HARDIN P.L.S. 8552  
APRIL 2022

ALONDRA  
BOULEVARD

GEORGIA AVENUE



## REFERENCES

- R1 BOOK 19, PAGES 51-54 OF MISCELLANEOUS RECORDS
- R2 BOOK 192, PAGES 86-87 OF PARCEL MAPS
- R3 CITY OF PARAMOUNT TIE SHEET C-4-31
- R4 BOOK 50, PAGE 39 OF PARCEL MAPS

## LEGEND

|      |                                                                 |
|------|-----------------------------------------------------------------|
| AC   | ASPHALT                                                         |
| C/L  | CENTERLINE                                                      |
| CFR1 | CALCULATED FROM REFERENCE R1                                    |
| EST  | ESTABLISHED                                                     |
| FND  | FOUND                                                           |
| FTC  | FROM TRUE CORNER                                                |
| INT  | INTERSECTION                                                    |
| IP   | IRON PIPE                                                       |
| LT   | LEAD AND TACK                                                   |
| LTT  | LEAD TACK & TAG                                                 |
| M.R. | MISCELLANEOUS RECORDS                                           |
| PRO  | PROPORTION                                                      |
| R    | RECORD                                                          |
| SNF  | SEARCHED FOR, NOT FOUND                                         |
| T    | TANGENT OVER TIE DISTANCE                                       |
|      | INDICATES THE BOUNDARY OF THE LAND BEING SUBDIVIDED BY THIS MAP |

## MONUMENT NOTES

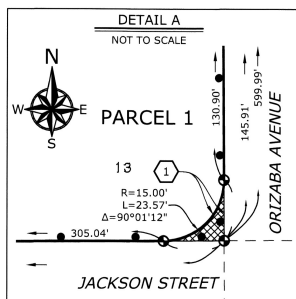
- FOUND MONUMENT AS NOTED
- SET SPIKE & WASHER MARKED "PLS 8552"
- SET LTT MARKED "PLS 8552"
- SET 1-1/2" IP WITH TAG MARKED "PLS 8552"

## EASEMENT DEDICATION NOTE

- ROAD AND PUBLIC UTILITY EASEMENT TO THE CITY OF PARAMOUNT. (48 SQUARE FEET)

## BASIS OF BEARINGS

THE BASIS OF BEARINGS FOR THIS MAP IS NORTH 0°22'40" WEST FOR THE CENTERLINE OF CALIFORNIA AVENUE AS SHOWN ON PARCEL MAP NO. 16055 FILED IN BOOK 192, PAGES 86 AND 87 OF PARCEL MAPS, RECORDS OF LOS ANGELES COUNTY.



SCALE: 1"=40'

JUNE 27, 2023

DENIAL OF CLAIM FOR DAMAGES

MARTIN FLORES

MOTION IN ORDER:

DENY THE CLAIM FOR DAMAGES SUBMITTED BY MARTIN FLORES.

MOTION:

MOVED BY: \_\_\_\_\_

SECONDED BY: \_\_\_\_\_

[ ] APPROVED

[ ] DENIED

ROLL CALL VOTE:

AYES: \_\_\_\_\_

NOES: \_\_\_\_\_

ABSENT: \_\_\_\_\_

ABSTAIN: \_\_\_\_\_



AMENDED  
WRITTEN CLAIM

FOR  
MONEY OR DAMAGES

---

To the City Clerk of the City of Paramount:

The undersigned hereby submits to the City Clerk of the City of Paramount the following Written Claim for Money or Damages:

1. Name of person injured: **n/a**
2. Name of person whose property has been damaged: **Martin Flores**  

---
3. Location of Incident/Address: **16464 Paramount Bld, Paramount, CA 90723**
4. If a minor, name and address of person making claim on behalf of minor and legal relationship or capacity, such as parent or guardian: **n/a**  

---
5. **Name of person, address and telephone number** to whom notice of action on this claim shall be sent: **Gregory G Snarr, Best Best & Krieger, LLP, 3390 University Ave., 5<sup>th</sup> Floor, Riverside, CA 92501, 951.826.8202**  

---
6. Date of injury or damage sustained: **April 19, 2023**  

---
7. If the claim arose out of an occurrence or transaction other than personal injury or property damage, the date of the occurrence or contract which gave rise to the asserted claim: **April 19, 2023**  

---

8. If a claim is for personal injury or property damage, complete the following:

a. A general description of the damage or injury or loss incurred: \_\_\_\_\_

---

---

b. Total amount claimed: \_\_\_\_\_

c. Name of doctor: \_\_\_\_\_

d. Name of hospital: \_\_\_\_\_

e. How injury or damage occurred:

---

---

---

f. Other pertinent information:

---

---

9. If claim is for money or damages arising out of an occurrence or transaction or contract other than personal injury or property damage, complete the following:

a. A general description of the indebtedness, obligation, occurrence, transaction, or contract: **Inverse Condemnation due to regulatory taking, see attached.**

---

b. Amount claimed: **\$1,250,000**

c. Other pertinent information: **See attached**

---

---

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10. If basis of liability is alleged due to an act or omission of City Officer or employee, complete the following:

a. Name of City Officer or employee, if known:

---

b. Address of City Officer or employee, if known:

---

c. Claimant's statement of basis of liability:

---

---

---

11. If basis of liability is dangerous or defective condition of public property, complete the following:

a. Public property alleged to be dangerous or defective:

---

---

b. Officer having notice of such condition:

---

---

c. General statement of how accident occurred: **Inverse Condemnation due to regulatory taking, see attached.**

---

---

---

All notices or other communications regarding this claim should be sent to claimant at  
**Gregory G Snarr, Best Best & Krieger, LLP, 3390 University Ave., 5<sup>th</sup> Floor,  
Riverside, CA 92501, 951.826.8202**

Dated the 1st day of June 2023,

PLEASE CHECK: ☒ **ATTORNEY FOR CLAIMANT**

Gregory G Snarr  
PRINT NAME

  
SIGNATURE

NOTE: A claim must be filed with the City Clerk of the City of Paramount within 6 months after which the incident or event occurred.

Claims may be filed with the City Clerk by personally presenting the same to the City Clerk or by mailing, postage paid, as follows:

CITY CLERK  
16400 COLORADO AVENUE  
PARAMOUNT, CALIFORNIA 90723

YOUR ATTENTION IS CALLED TO THE GOVERNMENT CODE OF THE STATE OF CALIFORNIA (SECTION 910, ET SEQ., AND AS MAY BE AMENDED BY THE STATE FROM TIME TO TIME), ESPECIALLY IN REFERENCE TO THE MANNER AND TIME FOR PRESENTATION OF CLAIMS, COUNCIL ACTION ON THE CLAIM, ETC.



JUNE 27, 2023

ORAL REPORT

UPDATE ON ELIJAH PARK (MOBILE HOME PARK AT 15523 LAKEWOOD  
BOULEVARD)



**To:** Honorable City Council

**From:** John Moreno, City Manager

**By:** John Carver, Planning Director  
Sol Bejarano, Management Analyst

**Date:** June 27, 2023

---

**Subject: ORAL REPORT – UPDATE ON ELIJAH PARK (MOBILE HOME PARK AT 15523 LAKEWOOD BOULEVARD)**

Stella Verdaja, Executive Director of the Fair Housing Foundation, will provide an oral report to update the City Council on what has transpired over the past two weeks at Elijah Park, which is the former Wheel Trailer Park at 15523 Lakewood Boulevard.

In summary, at the direction of City Council, and in response to concerns raised by Elijah Park residents, City staff has been closely coordinating with the Fair Housing Foundation. On Tuesday, June 13, 2023, Fair Housing Foundation field representatives versed in landlord/tenant rights and fair housing/anti-discrimination law were dispatched to Elijah Park and met with residents from all 10 homes. Their staff provided counseling to the residents based on verbal information that was provided to them onsite. On Thursday, June 15, the Fair Housing Foundation emailed the property management/owners of Elijah Park to initiate the mediation process on behalf of residents wishing to take part.

JUNE 27, 2023

ORAL REPORT

ACCESSORY DWELLING UNIT (ADU) ORDINANCE AND RESOURCE  
PROJECT



**To:** Honorable City Council

**From:** John Moreno, City Manager

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

**Date:** June 27, 2023

---

**Subject: ORAL REPORT – ACCESSORY DWELLING UNIT (ADU) ORDINANCE AND RESOURCE PROJECT**

At the direction of the City Council, the Planning Department has been working to better explain to residential property owners how to construct accessory dwelling units (ADUs). In June 2021, the Southern California Association of Governments (SCAG) awarded the City a grant to provide affordable ADU options for residents and to better streamline the ADU permitting process. Additionally, the State has continued to change ADU law, and the City must adopt an ordinance in the coming months to bring the City into compliance with changes that took effect on January 1, 2023.

Garlynn Woodsong from Woodsong Associates will provide an oral report to update the City Council on the progress of the ADU resource project. The update will include options for City Council consideration to assist in the development of the proposed ADU ordinance.

A summary of recommendations from Woodsong Associates is attached. Some changes are required by the State, and others are open for discussion.



# ADU Project Executive Summary

Paramount applied for and won a grant from SCAG and HCD focused on **Accessory Dwelling Units (ADUs)**. Project goals and deliverables include:

- ADU Brochure
- ADU Handbook
- ADU Calculator
- ADU Fact Sheet
- ADU Process Review
- Updated ADU Ordinance
- Approval-Ready ADU Plans
- Related tasks

## ADU Program Recommendations

### COMPLIANCE WITH UPDATED STATE ADU REGULATIONS

**Remove design compatibility requirement.** Cities must approve ADUs **ministerially**, rather than using a discretionary process, based on objective standards such as size, configuration, setback, and placement on the lot. This means adjustments must be made to any elements of the ADU ordinance that may require a **potentially-subjective determination**, such as those that use the word “compatible” or “compatibility.” If Paramount would like to continue to regulate elements of ADU design, then **objective design standards** must be developed to do so.

#### Allow ADUs in the Front Setback:

To allow construction of ADUs where lot size may be constraining, State ADU law exempts applicants from several requirements, if adhering to those requirements would prevent them from building an ADU of up to 800 sf. AB 2221 has added front setbacks to the list of requirements that can be waived. If an ADU of up to 800 sf does not fit in the back yard, such an **ADU will now be allowed in the front setback**; limited restrictions are possible that don't impede ADU feasibility.

### RECOMMENDED ADU POLICY CHANGES

**Increase detached ADU height allowance to 25 ft citywide.** Allow two-story detached ADUs by right, to provide flexibility, including to serve larger households. Single-story ADUs large enough for families don't always work in every yard; a 1,200 square foot, two-story ADU takes up less space in a yard than a 1,000 square foot single-story ADU.

**Allow Carriage Homes in the front setback.** The carriage house is a classic American style, placing an ADU above a garage for vehicle storage next to the street. This allows a homeowner to keep off-street parking, while adding a home to the lot. Replacing a driveway with a carriage house in the front setback saves the yard for BBQs, outdoor living areas, gardens, landscaping, and play areas for children and pets.

**Increase maximum allowable ADU size to 1,200 sf.** Allow larger ADUs to meet a wider range of needs.

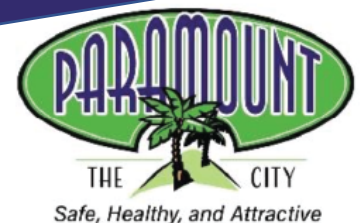
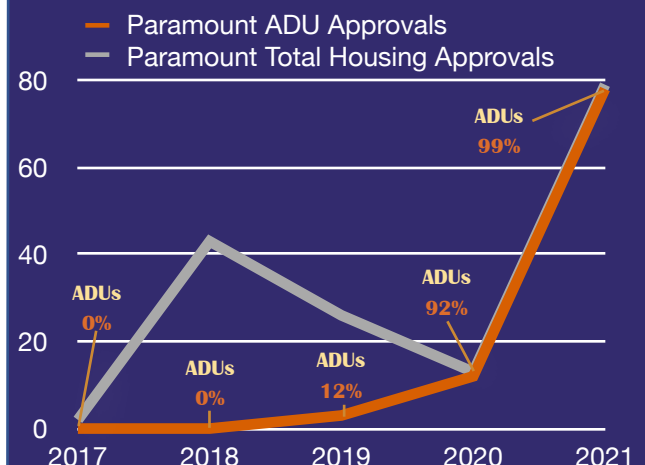
**Allow 2 ADUs and 1 JADU per parcel.** Currently, each lot allows one ADU and one JADU. Allow for one more ADU, for a total of two full ADUs per primary home, to allow homeowners to do a little more to help solve the housing crisis.

**Remove ADU parking requirements citywide.** Almost all of Paramount is exempt from parking requirements due to proximity to

## Paramount ADU Context

Paramount ADU production has been steadily increasing since 2017, when ADUs represented 0% of all homes permitted in Paramount. That grew to 12% in 2019, to 92% in 2020, and by **2021, ADUs represented 99% of all new housing approved in Paramount.** Attached conversion ADUs are the most popular ADU type approved in Paramount to date.

75% of the households in Paramount live in a home with 2 or 3 bedrooms, yet, 52% of Paramount households have 4 or more people. This indicates a large pent-up demand for ADUs, to allow more room for **multi-generational households.**



[Back To Top](#)

transit; in order to create citywide parity, remove all remaining parking requirements for ADUs.

**Monitor on-street parking and be prepared to manage demand with residential parking permit programs.**

Adding extra homes can mean adding cars to the neighborhood. To reduce the impacts and burdens of this, expand the residential parking permit program to ensure that spaces are generally available for both residents and visitors.

## ADU FINANCING

**Support development of program to finance ADU construction for low-to-moderate income homeowners.**

Support development of a **financing program for homeowners to build ADUs for low-income tenants**, with the Gateway Cities Council of Governments and the Gateway Cities Affordable Housing Trust.

Support SCAG in creating a **secondary market for loans for ADUs** and other needed housing finance products, such as a Southern California Regional Housing Finance Authority. The goal is to work with primary lenders, such as credit unions and Community Development Financial Institutions (CDFIs), to make loans for ADU construction available to households in Paramount who may otherwise struggle with access to finance.

The City of Paramount could **work with the Los Angeles Public Bank** to allow its citizens to obtain access to financing for ADU construction.

Partner with a local nonprofit/consultancy to **offer free or discounted technical assistance** to support the ADU development process for low to moderate income households, or for an affordable rental unit.

Join other jurisdictions to lobby for the renewal of the CalHFA ADU grant, or the adoption of a **similar financial aid program for ADUs**.

## UNPERMITTED ADU AMNESTY PROGRAM

**Update ADU ordinance to add provisions to align with State law.** This includes delayed enforcement for five years, and approval of unpermitted ADUs that do not threaten health or safety with retroactive building permits.

**Streamline the legalization process and develop resources for staff members.** Provide assistance to staff to efficiently work through complex cases, and guidance on how to determine the year of construction and to refer to the building code version in effect in that prior year, as well as how to most

effectively assist homeowners who may be fearful of the permitting process and have unique, complicated cases.

**Develop resources for residents.** Residents may find it helpful to have step-by-step guides, FAQs, and information on fees and financing related to legalizing unpermitted ADUs. Allow applicants to explore the program anonymously, without risk of penalty or code enforcement, until a formal application is submitted. Conduct free ADU legalization workshops for homeowners to attend anonymously. Consider a time-limited program to encourage homeowners to legalize within a several-year period, rather than an indefinite program, with minimal fees, and low-cost or free initial inspections.

**Continually refine and document legalization process** to improve it over time.

**Partner with an ADU nonprofit** to assist applicants throughout the process, especially early.

## ADU APPROVAL PROCESS STREAMLINING

**Convert to a concurrent review process by all departments, including the Planning and Building and Safety Divisions.**

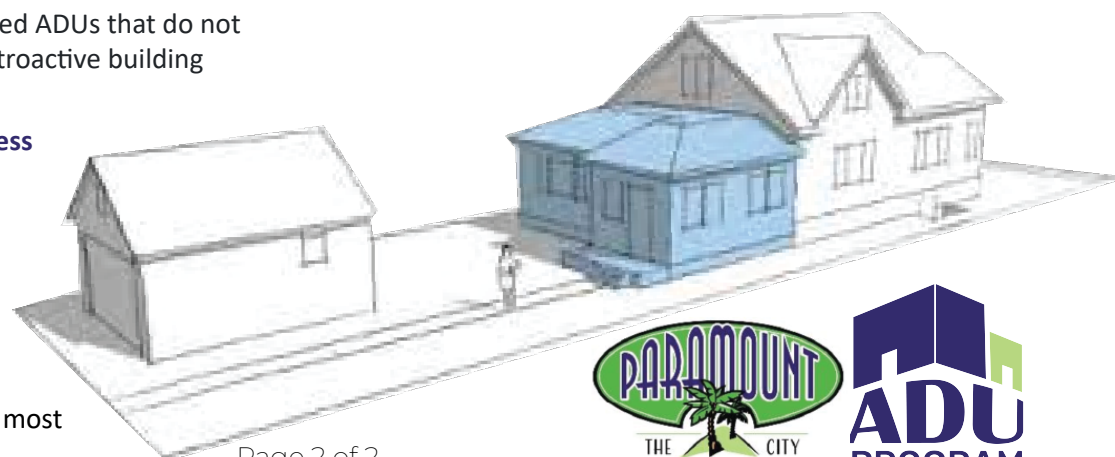
Once a complete application is processed and accepted for intake, the application would be sent to both the Planning Division and the Building and Safety Division at the same time. This could cut roughly in half the amount of time it takes for an ADU application to be approved.

## PRE-APPROVED ADU PLANS

Five plans have been prepared for the new City of Paramount pre-approved ADU plan program:

- **Studio**, 440 sf, 1 accessible bath
- **1 bedroom**, 630 sf, 1 accessible bath
- **2 bedroom**, 749 sf, 2 baths, 1 accessible
- **2 bedroom, 2-story**, 992 sf, 1.5 baths
- **3 bedroom**, 1,000 sf, 2 baths, 1 accessible

These plans are expected to lower the cost, time, and effort required to obtain a building permit to construct a new, detached ADU in the city!



JUNE 27, 2023

RESOLUTION NO. 23:022

“APPROVING AND ADOPTING THE FISCAL YEAR (FY) 2023-2024 ANNUAL MUNICIPAL OPERATING AND CAPITAL IMPROVEMENT BUDGET, ASSIGNING THE FY 2022-2023 SURPLUS, AMENDING THE AUTHORIZED POSITION LISTING AND SALARY SCHEDULE FOR CITY EMPLOYEES, AND AUTHORIZING THE CITY MANAGER TO ADMINISTER SAID BUDGET AND MAKE SUCH CHANGES AS MAY BE NECESSARY DURING THE FISCAL YEAR TO MAINTAIN STANDARDS AND LEVELS OF SERVICES AND ACHIEVE THE INTENT OF THE CITY COUNCIL IN PROVIDING SERVICES FOR FY 2023-2024”

MOTION IN ORDER:

READ BY TITLE ONLY AND ADOPT RESOLUTION NO. 23:022 AS AMENDED.

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  
Clyde Alexander, Assistant Finance Director  
**Date:** June 27, 2023

---

**Subject: RESOLUTION NO. 23:022  
APPROVING AND ADOPTING THE FISCAL YEAR (FY) 2023-2024  
ANNUAL MUNICIPAL OPERATING AND CAPITAL IMPROVEMENT  
BUDGET, ASSIGNING THE FY 2022-2023 SURPLUS, AMENDING THE  
AUTHORIZED POSITION LISTING AND SALARY SCHEDULE FOR CITY  
EMPLOYEES, AND AUTHORIZING THE CITY MANAGER TO  
ADMINISTER SAID BUDGET AND MAKE SUCH CHANGES AS MAY BE  
NECESSARY DURING THE FISCAL YEAR TO MAINTAIN STANDARDS  
AND LEVELS OF SERVICES AND ACHIEVE THE INTENT OF THE CITY  
COUNCIL IN PROVIDING SERVICES FOR FY 2023-2024**

The City Council was presented an overview of the Fiscal Year (FY) 2023-24 Proposed Budget at its meeting on June 13, 2023. The City Council is conducting an in-depth review of the Proposed Budget for FY 2023-24 at the Study Session tonight.

We are pleased to present the FY 2023-24 Proposed Budget, which is structurally balanced, prioritizes in strengthening fiscal resiliency and continues to invest in community enhancements to align with the City's vision, mission, and values to maintain a safe, healthy and attractive City for the residents, businesses and visitors. The FY 2023-24 budget includes enhancements to services and infrastructure that will improve the quality of life for our residents and businesses for decades to come.

This budget outlines our spending plan that continues to address the community's needs. The additional revenues from Measure Y, along with our conservative and fiscally responsible spending policies, have provided funding for much-needed capital improvement projects and allowed us to propose a balanced budget for FY 2023-24.

For FY 2023-24, the overall proposed budget for operating expenditures and Capital Improvement Projects totals \$108,045,950 across all funds. Total revenues and adjustments total \$94,557,350, resulting in a shortage of \$14,998,700. This shortage is expected due to the nature of accounting for grant funds and the drawdown of certain General Fund reserves to cover CIP's and certain one-time projects that were previously designated for those expenditures.

The following table provides an overall summary of the City's Proposed FY 2023-24 budget and fund balances.

| Fund Group       | 07/01/23<br>Estimated<br>Beginning<br>Fund Balance | Estimated<br>Revenues &<br>Adjustments | Projected<br>Expenditure<br>& CIP's | Revenues<br>Minus<br>Expenditures | 06/30/24<br>Estimated<br>Ending<br>Fund Balance |
|------------------|----------------------------------------------------|----------------------------------------|-------------------------------------|-----------------------------------|-------------------------------------------------|
| General Fund     | \$43,361,150                                       | 44,109,550                             | \$57,803,050*                       | (13,693,500)                      | \$29,667,650                                    |
| Special Revenue  | \$11,202,658                                       | 31,954,200                             | 30,804,750                          | 1,149,450                         | \$12,352,108                                    |
| Debt Service     | -                                                  | 1,770,750                              | 1,770,750                           | -                                 | -                                               |
| Proprietary      | \$9,993,500                                        | 10,667,850                             | 11,953,300                          | (1,285,450)                       | \$8,708,050                                     |
| Fiduciary        | \$6,675,030                                        | 6,055,000                              | 5,736,100                           | 318,900                           | 6,993,930                                       |
| <b>ALL FUNDS</b> | <b>71,232,376</b>                                  | <b>94,557,350</b>                      | <b>108,067,950</b>                  | <b>(14,998,700)</b>               | <b>57,721,776</b>                               |

(\*\$57,803,050 = \$41,725,700 Operating Expenditures and \$16,077,350 Capital Projects)

**General Fund** - The Proposed FY 2023-24 General Fund budget for operating expenditures and Capital Improvement Projects (CIP) totals \$57,803,050. This amount includes \$41,725,700 in operating expenditures and \$16,077,350 in CIP's. Total sources of \$58,618,894 include \$44,109,550 in estimated General Fund revenues and \$14,309,344 from General Fund Reserves. The \$44,109,550 revenues will fund \$43,293,706 of the total expenditures, resulting in a surplus of \$815,844. The remaining expenditures of \$14,509,344 are funded by the Assigned Fund Balances that were previously reserved for CIP's and one-time projects.

**Special Revenue Funds** - For the Special Revenue Funds, the total expenditure budget is \$30,804,750. Estimated revenues total \$31,954,200. Included in this total is the Paramount Housing Authority, which has always been reported separately has a total expenditure budget of \$302,000 and \$9,600 in estimated revenues.

**Proprietary Funds** - The Proposed FY 2023-24 expenditure budget for the Proprietary Funds (Water Fund and Equipment Replacement Fund) including capital improvements totals \$11,953,300. In FY 2023-24, the Water Fund's estimated revenues, including adjustments, total \$10,441,100. The projected expenditure totals \$9,179,750, leaving a surplus of \$68,450.

**Debt Service Fund** - In FY 2023-24, a Debt Service Fund was created to account for the newly issued Pension Obligation Bond. The payment of principal and interest totals \$1,770,750. Payment for debt service is allocated to the various departmental budgets in the General Fund, Water Fund and certain long-term grant funds. For FY 2023-24, the City will realize approximately \$479,000 in savings to the General Fund as a result of this bond issuance that took advantage of the low interest rates to pay down the City's unfunded accrued pension liability. This transaction is estimated to save about \$4.7M over the next eight years.

**Fiduciary Fund** – This budget includes the appropriation for the Successor Agency Fund for the wind down of the Successor Agency. Estimated Revenues of \$6,055,000 include money from the Redevelopment Property Trust Fund of \$6,000,000 and investment earnings of \$55,000. Total expenditures of \$5,736,100 are mainly for debt service payments of outstanding bond principals and interests and the administrative cost of winding down the affairs of the agency.

**Fund Balance** - On May 9, 2023, the City Council adopted a Fund Balance Policy, which establishes a base operating reserve and provides the City with improved response to the financial risks of economic uncertainties and unexpected emergencies. The Fund Balance Policy establishes General Fund balance classifications that create a hierarchy based on the City's spending constraint.

The table below shows the estimated fund balance reserves for the General Fund as of 6/30/2023 and 6/30/2024.

| GENERAL FUND BALANCE                  | 06/30/23<br>FY 2022-23<br>Fund Balance | 06/30/24<br>FY 2023-24<br>Fund Balance |
|---------------------------------------|----------------------------------------|----------------------------------------|
| Prepaid Items, Land Held for Resale   | 259,350                                | 259,350                                |
| <b>Total Nonspendable</b>             |                                        |                                        |
| Operating Reserve                     | 16,629,000                             | 16,629,000                             |
| Economic Uncertainty                  | 3,326,000                              | 3,326,000                              |
| Infrastructure & Facility Emergencies | 3,326,000                              | 3,326,000                              |
| <b>Total Committed</b>                | <b>\$23,281,000</b>                    | <b>\$23,281,000</b>                    |
| Compensated Absences                  | 500,000                                | 500,000                                |
| Retiree Benefit Obligations           | 2,514,500                              | 2,514,500                              |
| Self-Insurance                        | 800,000                                | 800,000                                |
| Capital Projects                      | 6,299,844                              | 1,000,000                              |
| Special Projects – ARPA               | 7,724,900                              | -                                      |
| Special Projects – Economic Agreement | 396,594                                | -                                      |
| <b>Total Assigned</b>                 | <b>\$18,235,844</b>                    | <b>\$4,814,500</b>                     |
| <b>Unassigned (Available)</b>         | <b>\$1,585,000</b>                     | <b>\$1,312,838</b>                     |
| <b>Total General Fund Balance</b>     | <b>43,361,188</b>                      | <b>29,667,688</b>                      |

## **Budget Highlights**

At tonight's City Council Study Session meeting, each Department will present their operating and capital improvement budget highlights for FY 2023-24. The following budget highlights will be presented in more detail at the meeting.

### **Fees**

The budget includes a fee enhancement (5.1%) for business license fees based on the increase in the Consumer Price Index (CPI) effective July 1, 2023.

### Human Resources

The City is preparing to enter FY 2023-24 fully operational, resulting in staffing levels, programs, and services continuing at normal operating levels. This budget proposes a 5% Cost of Living Adjustment (COLA), effective the first full pay period beginning July 1, 2023, to all full-time and part-time positions, excluding the City Manager, City Attorney, and STAR part-time positions, and reduces 1.5% of the Employer Paid Member Contribution (EPMC) for Classic employees to 1%. This means effective July 1, 2023, of the total 8% member contribution required by CalPERS, the City will only pay 1% and the Classic employees will pay 7%. By July 2024, the employees will begin paying all 8% of their member contributions.

In addition, job classification adjustments, position upgrades, and employee benefits will be covered in more detail with tonight's budget presentation.

### Capital Improvement Projects (CIP)

The capital improvement budget for FY 2023-24 is \$38,159,650, which includes \$24,578,050 carried over from the prior year and \$13,581,600 representing new projects. The major sources of these projects include:

- \$16,077,350 from General Fund,
- \$3,082,000 from SB1 – Active Transportation (ATP),
- \$2,729,800 from the California Natural Resources Agency (CNRA),
- \$2,000,000 from California Transportation Grant,
- \$1,366,150 from SB1–Road Maintenance & Repair Act (RMRA),
- \$1,359,350 from Highway Safety Improvement Program (HSIP),
- \$1,250,000 from California Park and Recreation Grant,
- \$1,211,000 from Measure A Parcel Tax,
- \$1,210,000 from the Rivers/Mountains Conservancy (RMC) fund,
- \$1,001,000 from Proposition C Transit Tax,
- \$1,001,000 from the Highway Bridge Repair grant.

The capital improvement budget continues our robust efforts to improve our streets, traffic safety improvements, bikeways, parks and public facilities, as well as handle vital maintenance needs. We will purchase two properties, replace playground equipment, refurbish the exterior of Progress Park Plaza, renovate the interior of the Spane Park Community Center, and replace the roof at the Paramount Substation. For sustainability projects, we are continuing the upgrades to LED lighting, Paramount Pool heater conversion and invest in lighting control system.

### **FY 2023-24 Continuing Appropriation or Budget Carryovers for Incomplete CIP's**

Projects that were approved in FY 2022-23, but will not be completed as of June 30, 2023, will be continued into the following fiscal year. Part of the adoption of the FY 2023-24 Budget includes the continuing appropriations or budget carryovers for incomplete

projects. A total estimate of \$1,532,500 will be reserved in the General Fund balance to provide for the continuing appropriation of the CIP's in FY 2023-24.

Of the total \$38,159,650 CIP Budget proposed for FY 2023-24, \$24,578,050 represents old and new budgets for capital projects that were previously approved but not completed as of June 30, 2023. The remaining \$13,581,600 represents new capital improvement projects. A list of all CIP's can be found on pages 219 to 234 of the Budget.

### **FY 2022-23 General Fund Updates**

#### **FY 2022-23 General Fund**

At June 30, the year-end revenues are estimated at \$45,721,500. This is an increase of \$3,559,450 from our midyear estimate due mainly to increases in utility user's tax (\$864,150), investment earnings (\$647,550), property tax (\$371,250), charges for service (\$264,500), plan check (\$258,000); licenses and permits (\$159,800) and one-time receipt of a class-action settlement (\$807,228).

At June 30, the year-end expenditures are estimated at \$31,667,750, which is about \$10M less than budgeted. The large variance was due mainly to transferring \$7.7M public safety expenditures to the ARPA fund and savings from in-progress projects that will be carried over to FY 2023-24.

The combination of increased revenues and savings in expenditures will end the year with a projected surplus of \$14,553,750. Staff will reserve \$7.7M of the unassigned fund balance to fund the ARPA projects in FY 2023-24, which the City Council had previously approved at the May 27<sup>th</sup> Council meeting.

### **Changes to the FY2023-24 Proposed Budget**

After staff presented the budget at the June 13<sup>th</sup> Council meeting, additional changes came in that were not included or reflected in the FY 2023-24 Proposed Budget. To avoid having to amend the budget after adoption, staff recommends adding the itemized changes from the table on the following page to the FY 2023-24 Proposed Budget and direct staff to amend the budget resolution to include these items.

| Dept | Proj No. | Descriptions                           | Funding Source | Est Revenue    | Add/Reduce FY23  | Add/Reduce FY2024 | Add/Reduce FY2024 | Impact to 6/30/24 Fund Bal |
|------|----------|----------------------------------------|----------------|----------------|------------------|-------------------|-------------------|----------------------------|
|      |          |                                        |                |                | Estimate By      | Budget Carryover  | Budget By         |                            |
| PW   | 9116     | Change Source: Well #16 Design/Cons    | Water Fund     |                |                  | 70,000            | -                 | (70,000)                   |
|      |          | <b>Total Water Fund</b>                |                |                | -                | <b>70,000</b>     | -                 | <b>(70,000)</b>            |
| PW   | 9116     | Change Source: Well #16 Design/Cons    | 111-GF-ARPA    |                |                  | (70,000)          | -                 | 70,000                     |
| PW   | 9333     | Curb Address Painting                  | 111-GF Reserve |                | (15,000)         | 15,000            | -                 | -                          |
| PW   | 9356     | Paramount Park Outdoor Restroom        | 111-GF Reserve |                | (30,000)         | 30,000            | -                 | -                          |
| PW   | 9277     | Clearwater AV System Replacement       | 111-GF Reserve |                | 43,000           | (43,000)          | -                 | -                          |
| PW   | 9279     | City Yard Access System                | 111-GF Reserve |                | (18,400)         | 18,400            | -                 | -                          |
| PW   | 9298     | City Hall Boiler                       | 111-GF         |                | (20,000)         | 20,000            | -                 | -                          |
| PW   | 9385     | Perimeter Wall on 70th Street          | 111-GF Reserve |                | (202,100)        | 202,100           | -                 | -                          |
| PW   | 9456     | Paramount Pool Front Door Repl         | 111-GF Reserve |                | -                | -                 | (20,000)          | 20,000                     |
| PW   | 9386     | City Hall Planning Dept Improv         | 111-GF Reserve |                | -                | -                 | (1,000,000)       | 1,000,000                  |
| PW   | 9386     | City Hall Planning Dept Improv         | 111-GF Reserve |                | (15,000)         | 15,000            | -                 | -                          |
| PW   | 9487     | City Hall Electrical Upgrades          | 111-GF Reserve |                | -                | -                 | 100,000           | (100,000)                  |
| PW   | 9488     | City Hall Lobby Redesign               | 111-GF Reserve |                | -                | -                 | 80,000            | (80,000)                   |
| PW   | N/A      | Paramount Pool door repair             | 111-51-21-5265 |                | 13,000           | -                 | -                 | (13,000)                   |
| PW   | N/A      | Clearwater AV emergency Repair         | 111-51-21-5265 |                | (70,000)         | 70,000            | -                 | -                          |
| PS   | N/A      | Add: ACMS Crossing Guard Contract      | 111-31-22-5151 |                | -                | -                 | 17,000            | (17,000)                   |
| PS   | N/A      | Add: Window Bar Rebate Program         | 111-31-25-5151 |                | -                | -                 | 40,000            | (40,000)                   |
| CS   | N/A      | Add: Back to School Nights             | 111-12-22-6123 |                |                  |                   | 5,000             | (5,000)                    |
| CS   | N/A      | Add: Superior Security                 | 111-41-23-5151 |                |                  |                   | 15,970            | (15,970)                   |
|      |          | <b>Total Changes - General Fund</b>    |                |                | <b>(314,500)</b> | <b>257,500</b>    | <b>(762,030)</b>  | <b>819,030</b>             |
| PW   | 9332     | New Bus Shelter Installation           | 231-PropA      |                | (590,000)        | -                 | -                 | 590,000                    |
| PW   | 9436     | Stormdrain Improvement Design          | 289-MeasW      |                | -                | -                 | (150,000)         | 150,000                    |
| PW   | 9295     | Spane Park Stormwater Capture          | 289-MeasW/SWC  |                | 40,000           | (40,000)          | -                 | -                          |
| PW   | 9380     | Marisposa AV Replacement               | 521-ERF        |                | 40,000           | (40,000)          | -                 | -                          |
| PS   | N/A      | LACO-JJCPA Grants (R 296-3367)         | 296-31-21-5151 | 153,000        | -                | -                 | 153,000           | (153,000)                  |
|      |          | <b>Total Changes - Special Revenue</b> |                | <b>153,000</b> | <b>(510,000)</b> | <b>(80,000)</b>   | <b>3,000</b>      | <b>587,000</b>             |
|      |          | <b>TOTAL - ALL FUNDS</b>               |                | <b>153,000</b> | <b>(824,500)</b> | <b>247,500</b>    | <b>(759,030)</b>  | <b>1,336,030</b>           |

## Conclusion

This budget continues our commitment to fiscal responsibility that provides the greatest amount of focus on our community and capital improvements with our given resources. Within this budget, we have maximized the use of available outside resources to perform necessary Capital Improvement Projects and their related overhead costs. This balanced operating budget will continue to protect General Fund reserves while providing optimum levels of public safety and community programs to our residents.

Resolution No. 23:022 – Adopting the City of Paramount FY 2023-2024 Budget is attached.

## VISION, MISSION, VALUES, AND STRATEGIC OUTCOMES

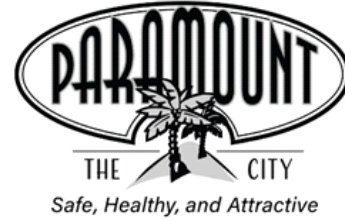
The City's Vision, Mission, and Values set the standard for the organization; establish priorities, uniformity and guidelines; and provide the framework for policy decision making. The Strategic Outcomes were implemented to provide a pathway to achieving the City's Vision. This item aligns with Strategic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

**RECOMMENDED ACTION**

It is recommended that the City Council read by title only and adopt Resolution No. 23:022 as amended.

CITY OF PARAMOUNT

# ATTACHMENT



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THE FISCAL YEAR 2023-2024 PROPOPOSED BUDGET IS  
AVAILABLE FOR REVIEW IN THE CITY CLERK'S OFFICE  
OR ON THE CITY'S WEBSITE AT THE FOLLOWING LINK:

<https://www.paramountcity.com/government/departments/finance>

CITY OF PARAMOUNT  
LOS ANGELES COUNTY, CALIFORNIA

**RESOLUTION NO. 23:022**

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PARAMOUNT, APPROVING AND ADOPTING THE FISCAL YEAR (FY) 2023-2024 ANNUAL MUNICIPAL OPERATING AND CAPITAL IMPROVEMENT BUDGET, ASSIGNING THE FY 2022-2023 SURPLUS, AMENDING THE AUTHORIZED POSITION LISTING AND SALARY SCHEDULE FOR CITY EMPLOYEES, AND AUTHORIZING THE CITY MANAGER TO ADMINISTER SAID BUDGET AND MAKE SUCH CHANGES AS MAY BE NECESSARY DURING THE FISCAL YEAR TO MAINTAIN STANDARDS AND LEVELS OF SERVICES AND ACHIEVE THE INTENT OF THE CITY COUNCIL IN PROVIDING MUNICIPAL SERVICES FOR FY 2023-2024

WHEREAS, the City Manager has prepared the Fiscal Year 2023-2024 Annual Municipal Operating and Capital Improvement Budget (FY 2023-2024 Budget) in accordance with the Paramount Municipal Code, Section 2.08.20(E); and

WHEREAS, the City Council has examined the Fiscal Year 2023-2024 Budget with the City Manager; and

WHEREAS, the City Council finds the proposed capital improvements to be exempt from the provisions of the California Environmental Quality Act (CEQA) as Section 15301, 15302, 15303, 15304, and 15311 Categorical Exemptions: operation, repair, maintenance, or minor alteration of existing structures or facilities not expanding use; replacement or reconstruction of existing structures or facilities on the same site having the same purpose; new construction of limited small new facilities, and installation of small, new equipment and facilities; minor alterations in the condition of the land, such as grading, gardening, and landscaping that do not affect sensitive resources; and construction of minor structures accessory to existing facilities; and

WHEREAS, the City, pursuant to Federal regulations 24 CFR Part 570.301 under the Housing and Community Development Act (HCDA) of 1974, as amended, has obtained citizen comments on proposed projects which will be undertaken using CDBG and HOME funds; and

WHEREAS, the City Council has reviewed the estimated Fiscal Year 2022-2023 revenues, expenditures, and fund balances as projected to the end of the fiscal year; and

WHEREAS, the City Council adopted a Fund Balance Policy on May 9, 2023 in accordance with the Government Finance Officers Association (GFOA)'s best practice to articulate a framework and process for how the government would increase or decrease the level of unrestricted fund balance over a specific time period; and

WHEREAS, certain capital improvement projects in Fiscal Year 2022-2023 require continuing appropriations to complete the projects; and

WHEREAS, the City Council has studied and discussed the Fiscal Year 2023-2024 Budget.

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

**SECTION 1.** The above recitations are true and correct.

**SECTION 2.** That the Fiscal Year 2023-2024 Annual Municipal Operating Budget is hereby approved and adopted as amended by the City Council and that appropriations be made, by department, in the following amounts:

| <u>Department</u>                           | <u>Amount</u>               |
|---------------------------------------------|-----------------------------|
| Council/Commissions                         | \$ 492,200                  |
| Community Promotion                         | 736,700                     |
| City Attorney                               | 583,200                     |
| City Manager/City Clerk                     | 1,330,750                   |
| Administrative Services                     | 2,342,550                   |
| Finance                                     | 4,916,500                   |
| Planning                                    | 6,057,050                   |
| Public Safety                               | 16,690,750                  |
| Community Services                          | 7,710,600                   |
| Public Works                                | 21,239,150                  |
| Debt Service                                | <u>1,770,750</u>            |
| <b>TOTAL OPERATING EXPENDITURES BY DEPT</b> | <b><u>\$ 63,870,200</u></b> |

**SECTION 3.** That the above appropriations for Fiscal Year 2023-2024 shall be expended by the following funds:

| <u>Fund</u>                               | <u>Amount</u> |
|-------------------------------------------|---------------|
| 111 General Fund                          | \$ 41,725,700 |
| 211 Community Development Block Grant     | 508,800       |
| 212 HOME Investment Partnership Act       | 406,300       |
| 213 HOME Investment Partnership Act - ARP | 350,000       |
| 221 After School Education and Safety     | 2,425,700     |
| 222 Gas Tax Fund                          | 1,350,900     |
| 223 Traffic Safety Fund                   | 100,000       |
| 224 AB 939 Fees                           | 143,450       |
| 225 AB 2766 Subvention Funds              | 80,850        |
| 226 Disability Access & Education         | 50,000        |
| 231 Proposition A Transit Tax             | 907,950       |
| 232 Proposition C Transit Tax             | 169,700       |

| <u>Fund</u>                                  | <u>Amount</u>               |
|----------------------------------------------|-----------------------------|
| 233 Measure R Transit Tax                    | 63,300                      |
| 234 Measure M Transit Tax                    | 78,350                      |
| 235 Measure A Parcel Tax (Safe Clean Park)   | 150,200                     |
| 289 Measure W Parcel Tax (Safe Clean Water)  | 195,000                     |
| 292 Public Art                               | 7,500                       |
| 293 Public Access Fees                       | 5,000                       |
| 294 General Plan                             | 476,750                     |
| 295 Property Assessments                     | 14,150                      |
| 296 Other Grants Fund:                       |                             |
| Cal Recycle                                  | 18,650                      |
| Cal Fire State Grant                         | 92,500                      |
| CA Permanent Local Housing Allocation (PLHA) | 438,100                     |
| Environmental Protection Agency              | 145,000                     |
| LA County Probation Grant                    | 120,000                     |
| SB 2 Planning Grant                          | 50,000                      |
| SB 821 Sidewalk/Bikeway                      | 61,400                      |
| SB 1383                                      | 28,000                      |
| State COPS                                   | 179,600                     |
| Used Oil                                     | 8,300                       |
| 297 Community Benefit Agreement              | 500,000                     |
| 311 Debt Service                             | 1,770,750                   |
| 511 Municipal Water Fund                     | 10,122,650                  |
| 521 Equipment Replacement Fund               | <u>1,125,650</u>            |
| <b>TOTAL OPERATING EXPENDITURES BY FUND</b>  | <b><u>\$ 63,870,200</u></b> |

**SECTION 4.** That the Fiscal Year 2023-2024 Annual Municipal Capital Improvement Budget is hereby approved and adopted as amended by the City Council and that appropriation be made, by project, in the following amounts:

| <u>NEW CAPITAL PROJECTS FOR FY 2023-2024</u>  | <u>Amount</u> |
|-----------------------------------------------|---------------|
| 9410 Installation of Services & Hydrants-2024 | \$ 100,000    |
| 9411 Annual Valve Replacement-2024            | 25,000        |
| 9412 Water Main Improvements Design           | 65,000        |
| 9413 Monitoring Wells Installation            | 60,000        |
| 9430 Arterial Street Resurfacing-2024         | 895,000       |
| 9431 Neighborhood Street Resurfacing-2024     | 1,322,150     |
| 9432 Traffic Safety Improvements-2024         | 1,119,000     |
| 9433 Hunsaker Traffic Measure Improvement     | 348,350       |
| 9434 Alley Improvements-2024                  | 325,000       |
| 9435 Median Enhancements-2024                 | 100,000       |
| 9436 Storm Drain Improvements                 | 150,000       |
| 9437 Traffic Circle Installation              | 145,000       |
| 9438 Guardrail Repairs                        | 50,000        |
| 9450 Park Monument Sign Replacements          | 195,000       |
| <u>NEW CAPITAL PROJECTS FOR FY 2023-2024</u>  | <u>Amount</u> |

|                                                     |           |
|-----------------------------------------------------|-----------|
| 9451 Irrigation Valve Upgrades                      | 35,000    |
| 9452 Village Park Landscape Improvements            | 35,000    |
| 9453 Park Master Plan Design                        | 100,000   |
| 9454 Paramount Park Entry Improvement               | 45,000    |
| 9455 All American Park Picnic Shelter Replacement   | 100,000   |
| 9456 Paramount Pool Front Door Replacement          | 20,000    |
| 9457 Paramount Gym Improvements Phase 2             | 110,000   |
| 9458 Community Center Improvements Phase 2          | 240,000   |
| 9459 Park Facility Security Enhancement             | 80,000    |
| 9460 Park Development Concept                       | 285,000   |
| 9461 Dills Park Playground Replacement              | 247,000   |
| 9470 Substation Roof Replacement                    | 300,000   |
| 9471 Neighborhood Enhancement Program-2024          | 50,000    |
| 9472 Paramount Paints Program-2024                  | 90,000    |
| 9473 Substation Flooring Replacement                | 60,000    |
| 9474 Substation Building Interior/Exterior Painting | 70,000    |
| 9475 City Yard Renovation                           | 100,000   |
| 9476 City Yard Gym Improvement                      | 100,000   |
| 9477 Veterans Memorial Renovation                   | 400,000   |
| 9478 City Yard Furniture Replacement                | 250,000   |
| 9479 Council Chamber Improvements                   | 150,000   |
| 9480 Clearwater Building Interior Improvements      | 100,000   |
| 9481 Property Purchase-16471 Paramount              | 660,000   |
| 9482 Paramount Museum Lease                         | 2,000,000 |
| 9483 Community Enhancement Program                  | 1,500,000 |
| 9484 Business Attractions                           | 262,500   |
| 9485 15101 Paramount Blvd. Project                  | 277,600   |
| 9486 Electronic Message Boards                      | 500,000   |
| 9490 LED Lighting Conversion                        | 50,000    |
| 9491 Paramount Pool Heater Conversion               | 115,000   |
| 9492 Lighting Control System                        | 250,000   |
| 9493 Willdan Energy Audit Project                   | 100,000   |

|                                            |                      |
|--------------------------------------------|----------------------|
| Subtotal New Capital Projects FY 2023-2024 | <u>\$ 13,581,600</u> |
|--------------------------------------------|----------------------|

| <u>CARRY-OVER CAPITAL PROJECTS FROM FY 2022-2023</u> | <u>Amount</u> |
|------------------------------------------------------|---------------|
| 9116 Well #16 Design/Construction                    | \$ 70,000     |
| 9833 Rosecrans Bridge Repair                         | 2,020,000     |
| 9932 WSAB Bikeway Phase 2                            | 5,082,000     |
| 9132 WSAB Bikeway Phase 4                            | 2,824,800     |
| 9136 Alondra Blvd. Widening                          | 63,000        |
| 9232 Traffic Signal Alondra/Passage                  | 88,000        |
| 9233 Traffic Signal Garfield/70th                    | 530,000       |
| 9235 Traffic Safety Improvements                     | 400,000       |
| <u>CARRY-OVER CAPITAL PROJECTS FROM FY 2022-2023</u> | <u>Amount</u> |

|                                                     |               |
|-----------------------------------------------------|---------------|
| 9237 WSAB Bikeway Phase 3                           | 1,210,000     |
| 9238 Reclaim Water Extension - Lakewood             | 37,500        |
| 9254 Paramount Park Playground                      | 316,000       |
| 9258 Dills Park Community Orchard                   | 1,540,000     |
| 9259 Dills Park Restroom and Renovation             | 1,093,000     |
| 9265 Gym Improvements                               | 75,000        |
| 9268 Mariposa Classroom Conversion                  | 250,000       |
| 9274 Emergency Operations Equipment                 | 200,000       |
| 9276 Civic Center Fountain Upgrade                  | 300,000       |
| 9277 Clearwater A/V System Replacement              | 187,750       |
| 9280 City Hall Conference Room Upgrade              | 70,000        |
| 9294 HVAC Upgrades – Paramount Gym                  | 85,000        |
| 9330 Arterial Street Resurfacing-2023               | 87,000        |
| 9331 Neighborhood Street Resurfacing-2023           | 214,000       |
| 9332 Bus Shelter Installation                       | 590,000       |
| 9350 All-American Park Playground Replacement       | 280,000       |
| 9351 Progress Park Playground Replacement           | 170,000       |
| 9352 Progress Plaza Exterior Improvements           | 1,110,000     |
| 9354 Paramount Pool Interior Upgrades               | 200,000       |
| 9358 Spane Park Facility Improvements               | 415,000       |
| 9373 City Hall Restroom Renovations                 | 30,000        |
| 9374 City Hall Landscape and Irrigation Repairs     | 150,000       |
| 9375 City Yard Restroom Renovation                  | 350,000       |
| 9379 Community Center A/V                           | 55,000        |
| 9381 Bus Benches & Trash Cans                       | 400,000       |
| 9386 City Hall Planning Department Improvement      | 1,000,000     |
| 9387 City Hall Parking Lot                          | 1,115,000     |
| 9389 Senior Housing Project - 16638-16675 Paramount | 1,700,000     |
| 9391 Progress Park Exterior Lighting Replacement    | 245,000       |
| 9393 EV Charging Stations for Edison Charge Ready   | <u>25,000</u> |

Subtotal Carry-Over Projects from FY 2022-2023 \$ 24,578,050

TOTAL CAPITAL IMPROVEMENTS FY 2023-2024 \$ 38,159,650

**SECTION 5.** That the above capital improvement project appropriations for Fiscal Year 2023-2024 shall be expended by the following funds:

| <u>Fund</u>                                  | <u>Amount</u> |
|----------------------------------------------|---------------|
| 111 General Fund                             | \$ 16,077,350 |
| 211 Community Development Block Grant        | 365,000       |
| 225 AB 2766 Subvention Fund                  | 25,000        |
| 227 SB1–Road Maintenance & Repair Act (RMRA) | 1,336,150     |
| 231 Proposition A Transit Tax                | 990,000       |

| <u>Fund</u> | <u>Amount</u> |
|-------------|---------------|
|-------------|---------------|

|                                                 |                             |
|-------------------------------------------------|-----------------------------|
| 232 Proposition C Transit Tax                   | 1,001,000                   |
| 233 Measure R Transit Tax                       | 200,000                     |
| 234 Measure M Transit Tax                       | 346,000                     |
| 235 Measure A Parcel Tax (Safe Clean Park)      | 1,211,000                   |
| 289 Measure W Parcel Tax (Safe Clean Water)     | 150,000                     |
| 292 Public Art Fund                             | 215,000                     |
| 296 Other Grant Funds:                          |                             |
| California Natural Resources Agency (CNRA)      | 2,729,800                   |
| California Park and Recreation Grant            | 1,250,000                   |
| California Transportation Grant (PLBP)          | 2,000,000                   |
| Early Action Grant                              | 263,000                     |
| Federal Grant                                   | 350,000                     |
| Highway Bridge Repair Program (HBR)             | 1,001,000                   |
| Highway Safety Improvement Program (HSIP)       | 1,359,350                   |
| Metro Transit Authority Pass-Thru               | 800,000                     |
| SB1–Active Transportation Program (ATP)         | 3,082,000                   |
| Port of Long Beach                              | 200,000                     |
| Proposition 68 Parks & Water Bond Act           | 793,000                     |
| Rivers/Mountains Conservancy (RMC)              | 1,210,000                   |
| 297 Community Benefit Agreement                 | 500,000                     |
| 511 Municipal Water Fund                        | 250,000                     |
| 521 Equipment Replacement Fund                  | <u>455,000</u>              |
| <b>TOTAL CAPITAL IMPROVEMENT APPROPRIATIONS</b> | <b><u>\$ 38,159,650</u></b> |

**SECTION 6.** That the City shall not undertake any capital improvements without adequate environmental review and approval.

**SECTION 7.** That a cost-of-living adjustment of five (5) percent for all full-time employees and part-time employees, excluding City Manager, City Attorney, and STAR part-time employees, is effective with the pay period beginning July 1, 2023.

**SECTION 8.** That, generally, adjustments to employee benefits that have a budgetary impact shall be approved by the City Council in a separate Resolution, including changes to retirement contributions (i.e. Employer Paid Member Contributions).

**SECTION 9.** That the City Council shall adopt an authorized Position Listing for Full-Time Positions and Part Time Positions by separate resolution.

**SECTION 10.** That the City Council amends the “Salary Tables” as follows:

**CITY OF PARAMOUNT  
FULL-TIME SALARY TABLE  
FY 2023-2024 (Effective 07/01/2023)**

| <b>RANGE</b> | <b>STEP A</b> | <b>STEP B</b> | <b>STEP C</b> | <b>STEP D</b> | <b>STEP E</b> |
|--------------|---------------|---------------|---------------|---------------|---------------|
| 137          | 4,502.60      | 4,727.73      | 4,964.12      | 5,212.32      | 5,472.94      |
| 140          | 4,639.03      | 4,870.98      | 5,114.53      | 5,370.26      | 5,638.77      |
| 142          | 4,732.28      | 4,968.89      | 5,217.34      | 5,478.20      | 5,752.11      |
| 148          | 5,023.41      | 5,274.58      | 5,538.31      | 5,815.22      | 6,105.98      |
| 151          | 5,175.62      | 5,434.40      | 5,706.12      | 5,991.43      | 6,291.00      |
| 157          | 5,494.03      | 5,768.73      | 6,057.16      | 6,360.02      | 6,678.02      |
| 160          | 5,660.50      | 5,943.53      | 6,240.70      | 6,552.74      | 6,880.38      |
| 163          | 5,832.02      | 6,123.62      | 6,429.80      | 6,751.29      | 7,088.86      |
| 165          | 5,949.24      | 6,246.71      | 6,559.04      | 6,886.99      | 7,231.34      |
| 170          | 6,252.72      | 6,565.35      | 6,893.62      | 7,238.30      | 7,600.21      |
| 173          | 6,442.18      | 6,764.29      | 7,102.50      | 7,457.63      | 7,830.51      |
| 178          | 6,770.79      | 7,109.33      | 7,464.80      | 7,838.04      | 8,229.94      |
| 182          | 7,045.72      | 7,398.00      | 7,767.90      | 8,156.30      | 8,564.11      |
| 183          | 7,116.17      | 7,471.98      | 7,845.58      | 8,237.86      | 8,649.75      |
| 186          | 7,331.80      | 7,698.39      | 8,083.31      | 8,487.48      | 8,911.85      |
| 188          | 7,479.17      | 7,853.13      | 8,245.78      | 8,658.07      | 9,090.98      |
| 192          | 7,782.85      | 8,172.00      | 8,580.60      | 9,009.63      | 9,460.11      |
| 194          | 7,939.29      | 8,336.25      | 8,753.07      | 9,190.72      | 9,650.26      |
| 196          | 8,098.87      | 8,503.81      | 8,929.00      | 9,375.45      | 9,844.23      |
| 202          | 8,597.11      | 9,026.97      | 9,478.32      | 9,952.23      | 10,449.84     |
| 204          | 8,769.91      | 9,208.41      | 9,668.83      | 10,152.27     | 10,659.89     |
| 250          | 9,519.87      | 9,995.86      | 10,495.65     | 11,020.44     | 11,571.46     |
| 275          | 9,805.47      | 10,295.74     | 10,810.53     | 11,351.05     | 11,918.61     |

|     |           |           |           |           |           |
|-----|-----------|-----------|-----------|-----------|-----------|
| 300 | 10,184.58 | 10,693.81 | 11,228.50 | 11,789.92 | 12,379.42 |
| 325 | 12,338.16 | 12,955.07 | 13,602.82 | 14,282.96 | 14,997.11 |
| 350 | 14,853.26 | 15,595.92 | 16,375.72 | 17,194.50 | 18,054.23 |
| 365 | 12,883.09 |           |           |           |           |
| 375 | 20,535.81 |           |           |           |           |

CITY OF PARAMOUNT  
FULL-TIME SALARY TABLE  
FY 2023-2024 (Effective 07/01/2023)

| RANGE | STEP A    | STEP B    | STEP C    | STEP D    | STEP E    |
|-------|-----------|-----------|-----------|-----------|-----------|
| 137   | 4,502.60  | 4,727.73  | 4,964.12  | 5,212.32  | 5,472.94  |
| 140   | 4,639.03  | 4,870.98  | 5,114.53  | 5,370.26  | 5,638.77  |
| 142   | 4,732.28  | 4,968.89  | 5,217.34  | 5,478.20  | 5,752.11  |
| 148   | 5,023.41  | 5,274.58  | 5,538.31  | 5,815.22  | 6,105.98  |
| 151   | 5,175.62  | 5,434.40  | 5,706.12  | 5,991.43  | 6,291.00  |
| 157   | 5,494.03  | 5,768.73  | 6,057.16  | 6,360.02  | 6,678.02  |
| 160   | 5,660.50  | 5,943.53  | 6,240.70  | 6,552.74  | 6,880.38  |
| 163   | 5,832.02  | 6,123.62  | 6,429.80  | 6,751.29  | 7,088.86  |
| 165   | 5,949.24  | 6,246.71  | 6,559.04  | 6,886.99  | 7,231.34  |
| 170   | 6,252.72  | 6,565.35  | 6,893.62  | 7,238.30  | 7,600.21  |
| 173   | 6,442.18  | 6,764.29  | 7,102.50  | 7,457.63  | 7,830.51  |
| 178   | 6,770.79  | 7,109.33  | 7,464.80  | 7,838.04  | 8,229.94  |
| 182   | 7,045.72  | 7,398.00  | 7,767.90  | 8,156.30  | 8,564.11  |
| 183   | 7,116.17  | 7,471.98  | 7,845.58  | 8,237.86  | 8,649.75  |
| 186   | 7,331.80  | 7,698.39  | 8,083.31  | 8,487.48  | 8,911.85  |
| 188   | 7,479.17  | 7,853.13  | 8,245.78  | 8,658.07  | 9,090.98  |
| 192   | 7,782.85  | 8,172.00  | 8,580.60  | 9,009.63  | 9,460.11  |
| 194   | 7,939.29  | 8,336.25  | 8,753.07  | 9,190.72  | 9,650.26  |
| 196   | 8,098.87  | 8,503.81  | 8,929.00  | 9,375.45  | 9,844.23  |
| 202   | 8,597.11  | 9,026.97  | 9,478.32  | 9,952.23  | 10,449.84 |
| 204   | 8,769.91  | 9,208.41  | 9,668.83  | 10,152.27 | 10,659.89 |
| 250   | 9,519.87  | 9,995.86  | 10,495.65 | 11,020.44 | 11,571.46 |
| 275   | 9,805.47  | 10,295.74 | 10,810.53 | 11,351.05 | 11,918.61 |
| 300   | 10,184.58 | 10,693.81 | 11,228.50 | 11,789.92 | 12,379.42 |
| 325   | 12,338.16 | 12,955.07 | 13,602.82 | 14,282.96 | 14,997.11 |
| 350   | 14,853.26 | 15,595.92 | 16,375.72 | 17,194.50 | 18,054.23 |
| 365   | 12,883.09 |           |           |           |           |
| 375   | 20,535.81 |           |           |           |           |

**CITY OF PARAMOUNT  
PART-TIME SALARY TABLE  
FY 2023-2024 (Effective 07/01/2023)**

| <b>RANGE</b> | <b>STEP A</b> | <b>STEP B</b> | <b>STEP C</b> | <b>STEP D</b> | <b>STEP E</b> |
|--------------|---------------|---------------|---------------|---------------|---------------|
| 01           | 16.54         | 17.36         | 18.23         | 19.14         | 20.10         |
| 03           | 17.37         | 18.24         | 19.16         | 20.11         | 21.12         |
| 05           | 18.25         | 19.17         | 20.13         | 21.13         | 22.19         |
| 07           | 19.18         | 20.14         | 21.14         | 22.20         | 23.31         |
| 10           | 20.65         | 21.69         | 22.77         | 23.91         | 25.10         |
| 12           | 21.70         | 22.78         | 23.92         | 25.12         | 26.37         |
| 13           | 22.24         | 23.35         | 24.52         | 25.75         | 27.03         |
| 20           | 26.44         | 27.76         | 29.15         | 30.60         | 32.14         |
| 25           | 29.91         | 31.41         | 32.98         | 34.63         | 36.36         |
| 28           | 32.21         | 33.82         | 35.51         | 37.29         | 39.15         |
| 31           | 34.69         | 36.42         | 38.24         | 40.16         | 42.16         |

**CITY OF PARAMOUNT  
PART-TIME SALARY TABLE  
FY 2023-2024 (Effective 07/01/2023)**

| <b>RANGE</b> | <b>STEP A</b> | <b>STEP B</b> | <b>STEP C</b> | <b>STEP D</b> | <b>STEP E</b> |
|--------------|---------------|---------------|---------------|---------------|---------------|
| 01           | 16.54         | 17.36         | 18.23         | 19.14         | 20.10         |
| 03           | 17.37         | 18.24         | 19.16         | 20.11         | 21.12         |
| 05           | 18.25         | 19.17         | 20.13         | 21.13         | 22.19         |
| 07           | 19.18         | 20.14         | 21.14         | 22.20         | 23.31         |
| 10           | 20.65         | 21.69         | 22.77         | 23.91         | 25.10         |
| 12           | 21.70         | 22.78         | 23.92         | 25.12         | 26.37         |
| 13           | 22.24         | 23.35         | 24.52         | 25.75         | 27.03         |
| 20           | 26.44         | 27.76         | 29.15         | 30.60         | 32.14         |
| 25           | 29.91         | 31.41         | 32.98         | 34.63         | 36.36         |
| 28           | 32.21         | 33.82         | 35.51         | 37.29         | 39.15         |
| 31           | 34.69         | 36.42         | 38.24         | 40.16         | 42.16         |

CITY OF PARAMOUNT  
STAR PART-TIME SALARY TABLE  
FY 2023-2024 (Effective 01/29/2022)

| RANGE | STEP A | STEP B | STEP C | STEP D | STEP E |
|-------|--------|--------|--------|--------|--------|
| S04   | 16.15  | 16.96  | 17.81  | 18.70  | 19.63  |
| S07   | 17.40  | 18.27  | 19.18  | 20.14  | 21.14  |
| S14   | 20.68  | 21.71  | 22.80  | 23.94  | 25.13  |
| S21   | 24.58  | 25.81  | 27.10  | 28.45  | 29.88  |

CITY OF PARAMOUNT  
STAR PART-TIME SALARY TABLE  
FY 2023-2024 (Effective 01/29/2022)

| RANGE | STEP A | STEP B | STEP C | STEP D | STEP E |
|-------|--------|--------|--------|--------|--------|
| S04   | 16.15  | 16.96  | 17.81  | 18.70  | 19.63  |
| S07   | 17.40  | 18.27  | 19.18  | 20.14  | 21.14  |
| S14   | 20.68  | 21.71  | 22.80  | 23.94  | 25.13  |
| S21   | 24.58  | 25.81  | 27.10  | 28.45  | 29.88  |

**SECTION 11.** That business license fees will be adjusted to reflect a 5.1 percent increase effective July 1, 2023, as illustrated in Exhibit A.

**SECTION 12.** That the Gann Appropriations Limitation will be adopted by separate resolution.

**SECTION 13.** That the Fund Balance Policy has been reviewed to ensure compliance.

**SECTION 14.** That the City Council hereby directs the City Manager to have the FY 2023-2024 Budget prepared for general distribution.

**SECTION 15.** The Mayor, or presiding officer, is hereby authorized to affix his/her signature to this resolution signifying its adoption and the City Clerk or his/her duly appointed deputy is directed to attest thereto.

**SECTION 16.** This Resolution shall take effect immediately upon its adoption.

PASSED, APPROVED and ADOPTED by the City Council of the City of Paramount this 27<sup>th</sup> day of June 2023.

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Isabel Aguayo, Mayor

ATTEST:

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Heidi Luce, City Clerk

**BUSINESS LICENSE FEES - EFFECTIVE JULY 1, 2023**

The fees listed below pertain to Sections 5.16.020, 5.16.030, and 5.16.040 of the Paramount Municipal Code:

**BASIC BUSINESS LICENSE FEES**

|                             |              |    |        |
|-----------------------------|--------------|----|--------|
| 1. Basic Fee                |              | \$ | 149.25 |
| 2. Additional Fees:         |              |    |        |
| Number of Employees 2-5     | Per Employee | \$ | 8.70   |
| Number of Employees 6-25    | Per Employee | \$ | 4.10   |
| Number of Employees Over 25 | Per Employee | \$ | 1.60   |

**SPECIAL BUSINESS LICENSE FEES**

The letter "A" following the fee shall indicate an annual fee, the letters "SA" shall indicate semi-annual fee, the letter "D" shall indicate daily fee, the letter "M" shall indicate monthly fee, the letter "Q" shall indicate quarterly fee and the letter "W" shall indicate weekly fee.

|                                                                                             |    |              |
|---------------------------------------------------------------------------------------------|----|--------------|
| 1. Advertising by billboard                                                                 | \$ | 1,484.50 - A |
| Plus each panel                                                                             | \$ | 79.70 - A    |
| 2. Advertising by distribution of handbills                                                 | \$ | 743.30 - A   |
|                                                                                             | \$ | 368.45 - Q   |
|                                                                                             | \$ | 76.45 - D    |
| 3. Advertising by posting                                                                   | \$ | 743.30 - A   |
|                                                                                             | \$ | 368.45 - Q   |
|                                                                                             | \$ | 76.45 - D    |
| (a) Benches (each)                                                                          | \$ | 40.95 - A    |
| (b) Benches (over ten)                                                                      | \$ | 743.30 - A   |
| 4. Advertising by searchlight                                                               | \$ | 743.30 - A   |
|                                                                                             | \$ | 368.45 - Q   |
|                                                                                             | \$ | 76.45 - D    |
| 5. Advertising by sound truck, per truck                                                    | \$ | 184.20 - A   |
| 6. Amusement rides                                                                          |    |              |
| (a) Per machine at a permanent fixed location                                               | \$ | 184.20 - A   |
| (b) All amusement machines of a temporary nature                                            | \$ | 267.15 - W   |
| 7. Auctioneer, livestock, per auctioneer or auction establishment                           | \$ | 743.30 - A   |
| 8. Auctioneer, real property and personal property, per auctioneer or auction establishment | \$ | 368.45 - A   |
| 9. Auto wrecker                                                                             | \$ | 1,143.00 - A |
| 10. Bankrupt stock, bankrupt sales or closing out                                           | \$ | 267.15 - D   |
|                                                                                             | \$ | 569.85 - W   |
| 11. Billiard or pool halls                                                                  |    |              |
| (a) First billiard or pool table                                                            | \$ | 149.70 - A   |
| (b) Each additional table                                                                   | \$ | 34.45 - A    |

**BUSINESS LICENSE FEES - EFFECTIVE JULY 1, 2023**

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|                                                                                     |    |              |
|-------------------------------------------------------------------------------------|----|--------------|
| 12. Boardinghouse, apartment house, hotel                                           |    |              |
| (a) Apartments & Hotels                                                             |    |              |
| Three to sixteen                                                                    | \$ | 149.70 - A   |
| Seventeen or more families                                                          | \$ | 149.70 - A   |
| Each family over sixteen                                                            | \$ | 16.75 - A    |
| (b) Boardinghouse:                                                                  |    |              |
| Three or more boarders                                                              | \$ | 149.70 - A   |
| 13. Bowling alleys, table tennis and shuffleboard                                   |    |              |
| (a) One table or alley                                                              | \$ | 149.70 - A   |
| (b) Each additional alley or table                                                  | \$ | 34.45 - A    |
| 14. Cafes, food establishments and eating places                                    |    |              |
| (a) For a capacity of serving simultaneously more than fifty individuals            | \$ | 368.45 - A   |
| (b) Other cafes, food establishments or other eating places                         | \$ | 149.70 - A   |
| 15. Card clubs                                                                      |    |              |
| (a) First table                                                                     | \$ | 149.70 - A   |
| (b) Each additional table                                                           | \$ | 34.45 - A    |
| 16. Carnival                                                                        |    |              |
| (a) For first day                                                                   | \$ | 743.30 - D   |
| (b) For each additional day                                                         | \$ | 184.20 - D   |
| (c) For each side show or separate admission:                                       |    |              |
| Charged first day                                                                   | \$ | 114.20 - D   |
| For each additional day                                                             | \$ | 34.45 - D    |
| 17. Circus                                                                          |    |              |
| (a) For first day                                                                   | \$ | 743.30 - D   |
| (b) For each additional day                                                         | \$ | 184.20 - D   |
| (c) For each side show or separate admission:                                       |    |              |
| Charged first day                                                                   | \$ | 114.20 - D   |
| For each additional day                                                             | \$ | 34.45 - D    |
| 18. Circus procession or parade                                                     | \$ | 1,857.20 - D |
| 19. Collection agency                                                               | \$ | 569.85 - A   |
| 20. Concessions                                                                     | \$ | 149.70 - A   |
| 21. Contractors                                                                     |    |              |
| (a) General contractor or builder                                                   | \$ | 368.45 - A   |
| (b) Electrical, plaster, plumbing, heating, ventilating and house moving contractor | \$ | 184.20 - A   |
| (c) All other Subcontractors or specialty contractors                               | \$ | 184.20 - A   |
| 22. Dairies, livestock dealers and cattle feed yards                                |    |              |
| (a) 10 to 105 head of livestock                                                     | \$ | 149.70 - A   |
| (b) Over 106 head of livestock                                                      | \$ | 569.85 - A   |

**BUSINESS LICENSE FEES - EFFECTIVE JULY 1, 2023**

|                                                                                                   |                                                                              |            |
|---------------------------------------------------------------------------------------------------|------------------------------------------------------------------------------|------------|
| 23. Dance hall                                                                                    |                                                                              |            |
| (a) Single dance                                                                                  | \$                                                                           | 149.70 - D |
| (b) Series of dances over a period of four weeks or less                                          | \$                                                                           | 368.45 - R |
| (c) Series of dances over a period of not more than three months (payable quarterly)              | \$                                                                           | 999.70 - Q |
| 24. Deliveries                                                                                    |                                                                              |            |
| (a) Itinerant restaurants                                                                         | \$                                                                           | 595.70 - A |
| (b) Retail delivery of groceries by traveling grocery store or bus                                | \$                                                                           | 595.70 - A |
| (c) Retail/Wholesale delivery by vehicle of goods with no fixed place of business within the city | \$                                                                           | 149.70 - A |
| (d) Plus for each vehicle over one                                                                | \$                                                                           | 8.85 - A   |
| 25. Fertilizer processors                                                                         | \$                                                                           | 858.55 - A |
| Plus fees for number of average employees                                                         |                                                                              |            |
| 26. Gasoline, filling stations                                                                    | \$                                                                           | 149.70 - A |
| Plus per pump                                                                                     | \$                                                                           | 8.85 - A   |
| 27. Hay and grain dealers and brokers                                                             | \$                                                                           | 149.70 - A |
| Plus for each truck engaged in such business                                                      | \$                                                                           | 17.35 - A  |
| 28. House number painters                                                                         | \$                                                                           | 149.70 - A |
| Plus for each employee                                                                            | \$                                                                           | 37.25 - A  |
| 29. Itinerant amusement rides                                                                     |                                                                              |            |
| (a) For first day                                                                                 | \$                                                                           | 743.30 - D |
| For each additional day                                                                           | \$                                                                           | 184.20 - D |
| 30. Itinerant shows not including regularly licensed theaters                                     | \$                                                                           | 294.05 - D |
| 31. Patrolman                                                                                     | \$                                                                           | 34.45 - A  |
| 32. Patrol system                                                                                 | \$                                                                           | 569.85 - A |
| Plus per patrolman per year                                                                       | \$                                                                           | 32.30 - A  |
| 33. Peddlers                                                                                      |                                                                              |            |
| For each pack, basket, handcart or other vehicle                                                  | \$                                                                           | 149.70 - A |
| 34. Riding stables, boarding and training, stall rentals and hayrides                             | \$                                                                           | 286.55 - A |
| Plus for each animal for hire, or trained over one                                                | \$                                                                           | 17.35 - A  |
| 35. Refuse, Rubbish, Waste, Garbage, or Recycling                                                 |                                                                              |            |
| (a) Transfer Station                                                                              | 5% of County landfill tipping fee per ton of material received at facility-M |            |
| (b) Material Recovery Facility                                                                    | 5% of County landfill tipping fee per ton of material received at facility-M |            |
| (c) Dump/Solid Waste Landfill                                                                     | 5% of County landfill tipping fee per ton of material received at facility-M |            |

**BUSINESS LICENSE FEES - EFFECTIVE JULY 1, 2023**

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|                                                           |                                                                              |
|-----------------------------------------------------------|------------------------------------------------------------------------------|
| (d) Recycling Center                                      | \$ 1,143.00 - A                                                              |
|                                                           | Plus fees for number of average employees                                    |
| (e) Refuse/Recycling Collector/Enterprise (non-franchise) | \$ 2,858.00 - A                                                              |
|                                                           | Plus three per cent of gross receipts for each single business               |
| (f) Redemption Center                                     | \$ 149.70 - A                                                                |
|                                                           | Plus fees for number of average employees                                    |
| (g) Hazardous Waste Facility                              | 5% of County landfill tipping fee per ton of material received at facility-M |
| (h) Transformation, Reuse, Composting Facility            | 5% of County landfill tipping fee per ton of material received at facility-M |
| 36. Schools                                               |                                                                              |
| (a) Private day school                                    | \$ 184.20 - A                                                                |
| (b) Day nursery or day nursery school                     | \$ 184.20 - A                                                                |
| (c) Private boarding school                               | \$ 184.20 - A                                                                |
| (d) Children's boarding homes                             | \$ 184.20 - A                                                                |
| (e) Foster or day care homes                              | \$ 205.75 - A                                                                |
| 37. Secondhand business                                   |                                                                              |
| (a) Pawnbrokers                                           | \$ 1,432.80 - A                                                              |
| (b) Secondhand dealers                                    | \$ 595.70 - A                                                                |
| (c) Junk and salvage dealers                              | \$ 1,143.00 - A                                                              |
| (d) Junk and salvage collectors                           | \$ 286.55 - A                                                                |
| (e) Plus for each wagon or vehicle per year               | \$ 185.30 - A                                                                |
| 38. Solicitor                                             | \$ 149.70 - A                                                                |
| 39. Taxicabs                                              |                                                                              |
| (a) Taxicab operator                                      | \$ 229.45 - A                                                                |
| (b) Plus per year per cab                                 | \$ 80.75 - A                                                                 |
| 40. Mobile home/trailer parks                             |                                                                              |
| (a) For the first twenty spaces                           | \$ 114.20 - A                                                                |
| (b) Plus for each trailer space from 21-75                | \$ 3.90 - A                                                                  |
| (c) Plus for each trailer space over 75                   | \$ 2.20 - A                                                                  |
| 41. Theaters                                              |                                                                              |
| (a) 499 seats or less                                     | \$ 1,061.10 - A                                                              |
| (b) 500 seats and less than 750                           | \$ 1,482.35 - A                                                              |
| (c) 750 seats but less than 1,000                         | \$ 1,851.80 - A                                                              |
| (d) 1,000 seats but less than 1,500                       | \$ 2,594.10 - A                                                              |
| (e) 1,500 seats and over                                  | \$ 3,703.65 - A                                                              |
| 42. Truck and other rental equipment                      |                                                                              |
| (a) Truck rental                                          | \$ 1,482.10 - A                                                              |
| (b) Equipment rental                                      | \$ 743.30 - A                                                                |

***BUSINESS LICENSE FEES - EFFECTIVE JULY 1, 2023***


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|                                                                  |                                   |            |
|------------------------------------------------------------------|-----------------------------------|------------|
| 43. Used car dealer                                              | \$                                | 858.25 - A |
| 44. Vehicle storage                                              |                                   |            |
| (a) Truck or trailer storage                                     | \$                                | 201.40 - A |
| (b) Plus for each truck or trailer stored                        | \$                                | 39.85 - A  |
| (c) Recreational vehicle storage                                 | \$                                | 201.40 - A |
| (d) Plus each available space per year                           | \$                                | 11.80 - A  |
| 45. Vending, amusement, service and other coin-operated machines |                                   |            |
| (a) Per machine using .04 or less                                | \$                                | 6.10 - A   |
| (b) Machines using .05 or more                                   | One percent of the gross receipts |            |
| 46. Wells, oil                                                   |                                   |            |
| Each barrel of oil or hydrocarbon substance produced             | \$                                | .26 - A    |

**BUSINESS LICENSE TAXES FOR SWAP MEETS, OUTDOOR MARKETS, & FLEA MARKETS**

|                         |    |               |
|-------------------------|----|---------------|
| 1. Operator tax         | \$ | 1,904.00 - SA |
| Plus for each exhibitor | \$ | 2.30 - D      |
| 2. Exhibitor tax        |    |               |
| Each exhibitor          | \$ | 2.30 - D      |

JUNE 27, 2023

RESOLUTION NO. 23:023

“A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PARAMOUNT, CALIFORNIA, ADOPTING THE APPROPRIATIONS LIMIT FOR FISCAL YEAR 2023-2024 IMPLEMENTING ARTICLE XIII-B OF THE STATE CONSTITUTION PURSUANT TO SECTION 7900 ET. SEQ. OF THE GOVERNMENT CODE”

MOTION IN ORDER:

READ BY TITLE ONLY AND ADOPT RESOLUTION NO. 23:023 ESTABLISHING THE APPROPRIATIONS LIMIT FOR FISCAL YEAR 2023-2024 IN THE AMOUNT OF \$1,088,099,359.

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  
**Date:** June 27, 2023

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**Subject: RESOLUTION NO. 23:023  
ADOPTING THE APPROPRIATIONS LIMIT FOR FISCAL YEAR 2023-2024  
IMPLEMENTING ARTICLE XIII-B OF THE STATE CONSTITUTION  
PURSUANT TO SECTION 7900 ET. SEQ. OF THE GOVERNMENT CODE**

The California Constitution, Article XIII-B, commonly referred to as "Proposition 4: The Gann Appropriations Limit," requires the City to annually adopt an appropriations limit beyond which budgetary appropriation shall not be made. The appropriations limit can be adjusted each year to allow for increases in population, assessed value growth, and/or increases in per capita income.

The City has the option to annually increase the appropriation limit. This is done by choosing two of the following four variables and multiplying them to arrive at the allowed increase in appropriations. We may choose the two variables that most benefit the City.

Factor 1

1. The percentage change in California per capita income, or
2. The percentage change in Paramount's assessed valuation due to new non-residential construction.

Factor 2

1. The percentage change in Paramount's population, or
2. The percentage change in Los Angeles County's population.

For Fiscal Year 2023-24 we have chosen to use: 1) the percentage change in Paramount's assessed valuation due to new non-residential construction, and 2) the percentage change in Paramount's population. These factors allow us to increase our appropriations limit by 1.135% to \$1,088,099,359. The amount of our tax revenues subject to this limit is \$37,044,649, which is well under the limit of \$1,088,099,359.

## **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 read by title only and adopt Resolution No. 23:023 establishing the appropriations limit for Fiscal Year 2023-2024 in the amount of \$1,088,099,359.

CITY OF PARAMOUNT  
LOS ANGELES COUNTY, CALIFORNIA

**RESOLUTION NO. 23:023**

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PARAMOUNT, CALIFORNIA, ADOPTING THE APPROPRIATIONS LIMIT FOR FISCAL YEAR 2022-2023 IMPLEMENTING ARTICLE XIII-B OF THE STATE CONSTITUTION PURSUANT TO SECTION 7900 ET. SEQ. OF THE GOVERNMENT CODE

WHEREAS, the people of California on November 6, 1979, added Article XIII-B to the State Constitution placing various limitations on the appropriations of state and local governments; and

WHEREAS, the State Legislature adopted Chapter 1205 and 1342 of the 1990 Statutes which implemented Article XIII-B; and

WHEREAS, Section 7902 of the Government Code provides the process in which to calculate the appropriations limit pursuant to Article XIII-B; and

WHEREAS, Section 7910 of the Government Code requires cities to adopt a resolution setting the annual appropriations limit at a regularly scheduled meeting or a noticed special meeting.

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

**SECTION 1.** The above recitations are true and correct.

**SECTION 2.** The appropriations limit for Fiscal Year 2023-2024 pursuant to Section 7902 of the Government Code shall be \$1,088,099,359.

**SECTION 3.** This Resolution shall take effect immediately upon its adoption.

PASSED, APPROVED and ADOPTED by the City Council of the City of Paramount on this 27<sup>th</sup> day of June 2023.

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Isabel Aguayo, Mayor

ATTEST:

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Heidi Luce, City Clerk

**ESTABLISHING THE APPROPRIATIONS LIMIT**

**Schedule #1**

|                                                                                                |        |    |                             |
|------------------------------------------------------------------------------------------------|--------|----|-----------------------------|
| <b>A. LAST YEAR'S APPROPRIATIONS LIMIT</b>                                                     |        | \$ | 958,677,849                 |
| <b>B. ADJUSTMENT FACTORS (Schedule #5)</b>                                                     |        |    |                             |
| Factor No. 1. Change in Paramount's assessed valuation due to new non-residential construction | 14.31% |    | 1.1431                      |
| Factor No. 2. Change in Paramount's population                                                 | -0.72% |    | 0.9928                      |
| Total Adjustment Factor (Factor No. 1 multiplied by Factor No. 2)                              |        |    | <u>1.135%</u>               |
| <b>C. THIS YEAR'S LIMIT (Last year's limit multiplied by Total Adjustment Factor)</b>          |        |    | 1,088,099,359               |
| <b>D. OTHER ADJUSTMENTS</b>                                                                    |        |    |                             |
| Lost Responsibility (-)                                                                        |        | 0  |                             |
| Transfer to Private (-)                                                                        |        | 0  |                             |
| Transfer to Fees (-)                                                                           |        | 0  |                             |
| Assumed Responsibility (+)                                                                     |        | 0  |                             |
| Sub-total Other Adjustments                                                                    |        |    | <u>0</u>                    |
| <b>E. THIS YEAR'S APPROPRIATIONS LIMIT</b>                                                     |        | \$ | <u><u>1,088,099,359</u></u> |

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**CITY OF PARAMOUNT  
GANN LIMITATION ANALYSIS - FY 2024  
APPROPRIATIONS OVER/(UNDER) THE LIMIT**

**Schedule #2**

|                                                                  |  |    |                               |
|------------------------------------------------------------------|--|----|-------------------------------|
| <b>A. PROCEEDS OF TAXES</b>                                      |  |    |                               |
| NON-INTEREST TAX PROCEEDS (Schedule #3, Line 69)                 |  | \$ | 36,437,650                    |
| INTEREST EARNINGS PRODUCED BY TAX PROCEEDS (Schedule #4, Line G) |  |    | <u>606,999</u>                |
| Sub-total Proceeds of Taxes                                      |  | \$ | 37,044,649                    |
| <b>B. EXCLUSIONS</b>                                             |  |    | <u>0</u>                      |
| <b>C. APPROPRIATIONS SUBJECT TO LIMITATION (A-B)</b>             |  | \$ | <b>37,044,649</b>             |
| <b>D. CURRENT YEAR LIMIT (Schedule #1)</b>                       |  | \$ | <u>1,088,099,359</u>          |
| <b>E. OVER/(UNDER) LIMIT (C-D)</b>                               |  | \$ | <u><u>(1,051,054,710)</u></u> |

**CITY OF PARAMOUNT  
GANN LIMITATION ANALYSIS - FY 2024  
CALCULATION OF TAX PROCEEDS**

**Schedule #3**

|    | <b>REVENUE</b>                                 | <b>PROCEEDS<br/>OF TAXES</b> | <b>NON-PROCEEDS<br/>OF TAXES</b> | <b>TOTAL</b> |
|----|------------------------------------------------|------------------------------|----------------------------------|--------------|
|    | <b>TAXES:</b>                                  |                              |                                  |              |
| 1  | Property Tax                                   | \$ 2,677,250                 | \$                               | \$ 2,677,250 |
| 2  | Real Property Transfer Tax                     | 125,000                      |                                  | 125,000      |
| 3  | Sales & Use Tax                                | 11,472,050                   |                                  | 11,472,050   |
| 4  | Transaction & Use Tax                          | 7,463,950                    |                                  | 7,463,950    |
| 5  | Business License Tax                           | 1,465,700                    |                                  | 1,465,700    |
| 6  | Utility Users Tax                              | 4,745,350                    |                                  | 4,745,350    |
|    | <b>FROM STATE:</b>                             |                              |                                  |              |
| 7  | Motor Vehicle License                          | 54,850                       |                                  | 54,850       |
| 8  | Motor Vehicle License In Lieu                  | 8,433,500                    |                                  | 8,433,500    |
| 9  | Gasoline Tax/Transportation Funds              |                              | 1,434,950                        | 1,434,950    |
|    | <b>OTHER GOVERNMENTS:</b>                      |                              |                                  |              |
| 10 | AB 939 Waste Reduction Fees                    |                              | 79,000                           | 79,000       |
| 11 | AB 2766 Air Quality Management District        |                              | 70,000                           | 70,000       |
| 12 | Active Transportation (ATP) Grant              |                              | 3,082,000                        | 3,082,000    |
| 13 | After School Education and Safety Allocation   |                              | 2,425,700                        | 2,425,700    |
| 14 | Beverage Container Recycling                   |                              | 14,000                           | 14,000       |
| 15 | California Fire State Grant                    |                              | 92,500                           | 92,500       |
| 16 | California Natural Resource Agency (CNRA)      |                              | 2,729,800                        | 2,729,800    |
| 17 | California Park & Recreation Grant             |                              | 1,250,000                        | 1,250,000    |
| 18 | California Permanent Housing Allocation (PLHA) |                              | 438,100                          | 438,100      |
| 19 | California Recycling                           |                              | 6,150                            | 6,150        |
| 20 | Community Benefit Agreement (CBA)              |                              | 1,000,000                        | 1,000,000    |
| 21 | Community Development (CDBG/HOME)              |                              | 1,280,100                        | 1,280,100    |
| 22 | Federal Grant (Other)                          |                              | 350,000                          | 350,000      |
| 23 | Highway Bridge Repair (HBR)                    |                              | 1,001,000                        | 1,001,000    |
| 24 | Highway Safety Improvement Program (HSIP)      |                              | 1,359,350                        | 1,359,350    |
| 25 | HOME American Rescue Plan (HOME-ARP)           |                              | 350,000                          | 350,000      |
| 26 | I-710 Early Action Funds                       |                              | 263,000                          | 263,000      |
| 27 | LA County Probation Grant                      |                              | 273,000                          | 273,000      |
| 28 | LACMTA (Passthrough)                           |                              | 2,800,000                        | 2,800,000    |
| 29 | Measure A (LA County Parks)                    |                              | 1,361,200                        | 1,361,200    |
| 30 | Measure M                                      |                              | 1,069,300                        | 1,069,300    |
| 31 | Measure R                                      |                              | 943,500                          | 943,500      |
| 32 | Measure W                                      |                              | 653,600                          | 653,600      |
| 33 | Port of Long Beach                             |                              | 200,000                          | 200,000      |
| 34 | Proposition 68 (Per Capita)                    |                              | 793,000                          | 793,000      |
| 35 | Proposition A                                  |                              | 1,518,150                        | 1,518,150    |
| 36 | Proposition C                                  |                              | 1,258,000                        | 1,258,000    |
| 37 | Rivers / Mountains Conservancy                 |                              | 1,210,000                        | 1,210,000    |
| 38 | SB1 - Road Maintenance & Repair Act            |                              | 1,295,950                        | 1,295,950    |
| 39 | SB1383 - Reducing Climate Pollutants           |                              | 43,000                           | 43,000       |
| 40 | SB2 - Planning Grant                           |                              | 50,000                           | 50,000       |
| 41 | SB821 - Sidewalk/Bikeway                       |                              | 61,400                           | 61,400       |
| 42 | State COPS                                     |                              | 170,000                          | 170,000      |
| 43 | US Environmental Protection Agency             |                              | 145,000                          | 145,000      |

**CITY OF PARAMOUNT  
GANN LIMITATION ANALYSIS - FY 2024  
CALCULATION OF TAX PROCEEDS**

**Schedule #3**

|    | <u>REVENUE</u>                                                      | <u>PROCEEDS<br/>OF TAXES</u> | <u>NON-PROCEEDS<br/>OF TAXES</u> | <u>TOTAL</u>  |
|----|---------------------------------------------------------------------|------------------------------|----------------------------------|---------------|
|    | <b>OTHER GOVERNMENTS: (continuation)</b>                            |                              |                                  |               |
| 44 | Used Oil                                                            |                              | 8,300                            | 8,300         |
|    | <b>LOCALLY RAISED:</b>                                              |                              |                                  |               |
| 45 | Administration Citation Fines                                       |                              | 115,000                          | 115,000       |
| 46 | Animal Licenses                                                     |                              | 87,000                           | 87,000        |
| 47 | Construction Permits                                                |                              | 836,000                          | 836,000       |
| 48 | Development Fees                                                    |                              | 859,500                          | 859,500       |
| 49 | Disability Access/Education                                         |                              | 8,500                            | 8,500         |
| 50 | Franchise Fees                                                      |                              | 2,189,250                        | 2,189,250     |
| 51 | General Plan Fees                                                   |                              | 43,000                           | 43,000        |
| 52 | Industrial Waste Inspection                                         |                              | 80,000                           | 80,000        |
| 53 | Parking Citations                                                   |                              | 829,600                          | 829,600       |
| 54 | Property Assessments                                                |                              | 14,150                           | 14,150        |
| 55 | Public Access Fees                                                  |                              | 48,000                           | 48,000        |
| 56 | Public Art Fee                                                      |                              | 500,000                          | 500,000       |
| 57 | Recreation Program Fees                                             |                              | 152,000                          | 152,000       |
| 58 | Rent and Leases                                                     |                              | 60,400                           | 60,400        |
| 59 | Sewer Reconstruction Fees                                           |                              | 1,500                            | 1,500         |
| 60 | Storm Drain Fees                                                    |                              | 30,500                           | 30,500        |
| 61 | Traffic Safety Fines                                                |                              | 100,000                          | 100,000       |
| 62 | Vehicle Corrections                                                 |                              | 4,000                            | 4,000         |
| 63 | Vehicle Impound Fees                                                |                              | 93,500                           | 93,500        |
| 64 | Other Licenses & Permits                                            |                              | 46,600                           | 46,600        |
|    | <b>OTHER MISCELLANEOUS:</b>                                         |                              |                                  |               |
| 65 | Judgements and Damages                                              |                              | 15,450                           | 15,450        |
| 66 | Miscellaneous                                                       |                              | 277,800                          | 277,800       |
| 67 | Reimbursement from Water                                            |                              | 850,000                          | 850,000       |
| 68 | Reimbursement from PRA                                              |                              | 200,000                          | 200,000       |
| 69 | <b>SUB-TOTAL</b><br>(For Schedule #4)                               | \$ 36,437,650                | \$ 38,520,800                    | \$ 74,958,450 |
| 70 | <b>INTEREST EARNINGS:</b><br>(From Schedule #4)                     | 606,999                      | 641,701                          | 1,248,700     |
| 71 | <b>TOTAL REVENUE</b><br>(Use for Schedule #2)                       | 37,044,649                   | 39,162,501                       | 76,207,150    |
| 72 | <b>RESERVE WITHDRAWALS</b><br>(Including appropriated fund balance) | 0                            | 0                                | 0             |
| 73 | <b>TOTAL OF THESE FUNDS</b>                                         | 37,044,649                   | 39,162,501                       | 76,207,150    |
| 74 | <b>OTHER FUNDS NOT INCLUDED (1)</b>                                 | 0                            | 10,950,500                       | 10,950,500    |
| 75 | <b>GRAND TOTAL BUDGET</b>                                           | \$ 37,044,649                | \$ 50,113,001                    | \$ 87,157,650 |

(1) Includes Enterprise Funds (Water / Equipment Replacement / Debt Service Funds)

**CITY OF PARAMOUNT  
GANN LIMITATION ANALYSIS - FY 2024  
INTEREST EARNINGS PRODUCED BY TAX**

**Schedule #4**

|                                                                      |                            |
|----------------------------------------------------------------------|----------------------------|
| <b>A. NON-INTEREST TAX PROCEEDS (From Schedule #3, Line 69)</b>      | <b>\$ 36,437,650</b>       |
| <b>B. MINUS EXCLUSIONS</b>                                           | <b><u>0</u></b>            |
| <b>C. NET INVESTED TAXES (A-B)</b>                                   | <b>\$ 36,437,650</b>       |
| <b>D. PLUS RESERVE WITHDRAWALS and NON-TAX PROCEEDS</b>              | <b>\$ 74,958,450</b>       |
| <b>E. TAX PROCEEDS AS % OF BUDGET (C/D)</b>                          | <b>48.61%</b>              |
| <b>F. TOTAL INTEREST EARNINGS</b>                                    | <b>\$ <u>1,248,700</u></b> |
| <b>G. INTEREST EARNED FROM TAXES (E*F) (To Schedule #3, Line 70)</b> | <b><u>606,999</u></b>      |
| <b>H. INTEREST EARNED FROM NON-TAXES (F-G)</b>                       | <b>\$ <u>641,701</u></b>   |

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**CITY OF PARAMOUNT  
GANN LIMITATION ANALYSIS - FY 2024  
GANN LIMITATION ADJUSTMENT FACTORS**

**Schedule #5**

| <b>PERMITTED ADJUSTMENT FACTORS</b>                                                       | <b>AMOUNT</b> | <b>SELECTED<br/>FACTOR</b> |
|-------------------------------------------------------------------------------------------|---------------|----------------------------|
| <b>FACTOR 1:</b>                                                                          |               |                            |
| % CHANGE IN CALIFORNIA PER CAPITA INCOME (1)                                              | 4.44%         |                            |
| OR                                                                                        |               |                            |
| % CHANGE IN PARAMOUNT'S ASSESSED VALUATION<br>DUE TO NEW NON-RESIDENTIAL CONSTRUCTION (2) | 14.31%        | <b>14.31%</b>              |
| <b>FACTOR 2:</b>                                                                          |               |                            |
| % CHANGE IN PARAMOUNT'S POPULATION (1)                                                    | -0.72%        |                            |
| OR                                                                                        |               |                            |
| % CHANGE IN LOS ANGELES COUNTY POPULATION (1)                                             | -0.75%        | <b>-0.72%</b>              |
| Adjustment Factor (Add one to each factor then multiply factors)                          |               | <b><u>1.135%</u></b>       |

**SOURCES:**

(1) California Department of Finance, Price & Population Data for Local Jurisdictions, May 2023

(2) Los Angeles County Assessor's Office

JUNE 27, 2023

RESOLUTION NO. 23:024

“A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PARAMOUNT  
AMENDING THE AUTHORIZED POSITION LISTING FOR FULL-TIME AND  
PART-TIME EMPLOYEES”

MOTION IN ORDER:

READ BY TITLE ONLY AND ADOPT RESOLUTION NO. 23:024.

MOTION:

MOVED BY: \_\_\_\_\_

SECONDED BY: \_\_\_\_\_

[ ] APPROVED

[ ] DENIED

ROLL CALL VOTE:

AYES: \_\_\_\_\_

NOES: \_\_\_\_\_

ABSENT: \_\_\_\_\_

ABSTAIN: \_\_\_\_\_



**To:** Honorable City Council  
**From:** John Moreno, City Manager  
**By:** Nicole Lopez, Human Resources Manager  
**Date:** June 27, 2023

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**Subject: RESOLUTION NO. 23:024  
AMENDING THE AUTHORIZED POSITION LISTING FOR FULL-TIME  
AND PART-TIME EMPLOYEES**

## **BACKGROUND**

The City Council approves the position classification listings and salary ranges for City employees during each Fiscal Year budget adoption. From time to time, modifications to position classifications and specifications are needed to ensure effective business operations. Pursuant to the Paramount Municipal Code, the City Manager has the authority to make personnel changes in their capacity as the City's Personnel Officer. However, modifications that impact the City's Budget (i.e. compensation, Authorized Position Listing) must be approved by the City Council. The current Authorized Position Listing for Full-Time Employees is attached.

## **DISCUSSION**

Staff is preparing to add two new full-time positions, an Office Assistant II (Range 137) and a Deputy City Clerk (Range 170), as well as convert two part-time Accounting Specialist (Range 25) and one part-time Finance Aide (Range 07) to a full-time Accounting Specialist (Range 157). Additionally, staff will be freezing the Assistant Finance Director classification (salary range 275) and adding an Accounting and Budget Manager (Range 250).

### **Addition of new full-time Office Assistant II**

The Planning Department has continued to grow and has seen an increase in volume and responsibility with the new State housing and environmental laws that have recently come into effect. Historically, this department has had two full-time Administrative Assistants, however the Planning Department has been managing with one full-time Administrative Assistant and two part-time Office Assistants. Staff has found over the last few years that the part-time positions have not been an effective way to complete ongoing projects with deadlines as they are not in the office full-time. In addition, turnover has been a concern in the part-time positions as staff have resigned to other opportunities.

Authorizing this department to return to the two-person, full-time administrative team will allow for a more efficient distribution of the workload as well as a higher level of customer service to our residents and businesses. Our clerical staff currently serves two very busy divisions: Planning and Building Safety. If the Planning department were to include two full-time administrative staff members, it would provide a more effective methodology of support to the teams.

The current fully loaded cost for the two part-time positions is \$50,916.43 annually. The fully loaded annual cost of the proposed new position would be \$90,641.96 resulting in a net budget increase of approximately \$39,725.53.

### **Addition of new full-time Deputy City Clerk**

The two part-time Executive Aides in the City Clerk's office were recently reclassified from Office Assistants (Range 03) to Executive Aides (Range 10) due to the higher-level workload and sensitivity of documents that came across the office. Even with the reclassification, the City Manager's Office has continued to struggle with retaining these part-time employees as we've been losing them to other opportunities. Recently, the workload in the City Clerk's Office has grown exponentially with longer more detailed agendas and minutes; a larger number of agreements and contracts to be processed and tracked; and more than three times the number of public records requests processed. The City Manager is recommending converting both part-time Executive Aide positions to one full-time Deputy City Clerk. The Deputy City Clerk position is a new classification and will be added to the position listing.

The current fully loaded cost for the two part-time positions is \$58,580.89 annually. The fully loaded annual cost of the proposed new position would be \$160,967.48 (at the highest step in the range) resulting in a net budget increase of approximately \$102,386.59.

### **Convert two part-time Accounting Specialists and one Finance Aide to one full-time Accounting Specialist.**

The Finance Department spends a significant amount of time hiring and training part-time Accounting Specialist and Finance Aides but struggle with retention as they usually leave within three to nine months for other opportunities. After several recruitments, staff is recommending converting these positions into one full-time Accounting Specialist position to ensure continuity of operations through cross-training and better workload displacement and enable retention of high-quality talent. This change will result in salary and benefit savings of \$4,196.29 after consolidating the three part-time positions.

## **Add an Accounting & Budget Manager and Freeze the Assistant Finance Director Position**

With the increased workload in the Finance Department, it is necessary to have a position that has a high degree of technical focus which is required for accounting and budget projects and can manage the high-level workload without the personnel and executive duties. This new position will be the subject matter expert managing the City's budget process and policies, grants, and audits. This change will enhance operational efficiency in these growing times as we clarify roles and responsibilities and overall better financial management. There is no fiscal impact for this change because there will be no change in pay.

### **FISCAL IMPACT**

The conversion of several part-time positions to one full-time Administrative Assistant for Planning, one full-time Deputy City Clerk, and one full-time Accounting Specialist for Finance results in a total net impact of \$137,915.83 for FY 2023-24. The new positions budgets are included in the FY 2023-24 Proposed Budget and are funded by the General Fund.

### **VISION, MISSION, VALUES, AND STRATEGIC OUTCOMES**

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

### **RECOMMENDED ACTION**

It is recommended that the City Council read by title only and adopt Resolution No. 23:024 approving the amendment to the City's Authorized Position Listing for Full-Time and Part-Time Employees.

Attachments:

- Resolution No. 23:024
- Exhibit A – FY 2023-24 Authorized Position Listing for Full-Time Employees and Part-Time Employees

CITY OF PARAMOUNT  
LOS ANGELES COUNTY, CALIFORNIA

**RESOLUTION NO. 23:024**

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PARAMOUNT  
AMENDING THE AUTHORIZED POSITION LISTING FOR FULL-TIME  
AND PART-TIME EMPLOYEES

WHEREAS, as part of the Fiscal Year 2023-2024 budget adoption, Resolution No. 23:024 included the Authorized Position Listing for Full-Time and Part-Time Employees; and

WHEREAS, the City Council approves the position classification listings for City employees; and

WHEREAS, from time to time, modifications to position classifications and specifications are needed to align with updated job responsibilities to ensure effective business operations; and

WHEREAS, changes to full-time position classifications require the adoption of a Resolution by the City Council approving the modification of the Authorized Position Listing for Full-Time Employees.

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

**SECTION 1.** The above recitations are true and correct.

**SECTION 2.** The City Council approves the updated Authorized Position Listing for Full-Time and Part-Time Positions attached hereto as Exhibit “A” and incorporated herein by reference as if fully set forth.

**SECTION 3.** This Resolution shall take effect immediately upon its adoption.

PASSED, APPROVED, and ADOPTED by the City Council of the City of Paramount this 27<sup>th</sup> day of June 2023.

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Isabel Aguayo, Mayor

ATTEST:

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Heidi Luce, City Clerk

## EXHIBIT A

### AUTHORIZED POSITION LISTING FOR PART-TIME POSITIONS FY 2023-24 (Effective 07/01/23)

| <u>Job Classification Titles</u> | <u>Pay Range<br/>Number</u> |
|----------------------------------|-----------------------------|
| Maintenance Aide                 | 01                          |
| Recreation Leader                | 01                          |
| Water Operator Aide              | 01                          |
| Senior Recreation Leader         | 03                          |
| Office Assistant I               | 03                          |
| Administrative Intern            | 05                          |
| Planning Intern                  | 05                          |
| Recreation Coordinator           | 05                          |
| Finance Aide                     | 07                          |
| Public Safety Assistant          | 07                          |
| Executive Aide                   | 10                          |
| Human Resource Assistant         | 10                          |
| Recreation Assistant             | 12                          |
| Finance Assistant                | 13                          |
| Communications Specialist        | 20                          |
| Building Permit Technician       | 25                          |
| Code Enforcement Officer         | 25                          |
| Accounting Specialist            | 28                          |
| Special Projects Manager         | 31                          |

### POSITION LISTING FOR PART-TIME STAR POSITIONS (Effective 1/29/22)

| <u>Job Classification Titles</u> | <u>Pay Range<br/>Number</u> |
|----------------------------------|-----------------------------|
| STAR Program Leader              | S04                         |
| STAR Senior Program Leader       | S07                         |
| STAR Program Coordinator         | S14                         |
| STAR Program Assistant           | S21                         |

AUTHORIZED POSITION LISTING  
FOR FULL-TIME POSITIONS  
FY 2023-24 (Effective 07/01/23)

| Positions<br>Authorized | Job Classification Titles             | Pay<br>Range<br>Number | FLSA<br>Status |
|-------------------------|---------------------------------------|------------------------|----------------|
| 1                       | City Manager                          | 375                    | Exempt         |
| 1                       | City Attorney                         | 365                    | Exempt         |
| 1                       | Assistant City Manager                | 350                    | Exempt         |
| 1                       | Community Services Director           | 325                    | Exempt         |
| 1                       | Finance Director                      | 325                    | Exempt         |
| 1                       | Planning Director                     | 325                    | Exempt         |
| 1                       | Public Safety Director                | 325                    | Exempt         |
| 1                       | Public Works Director                 | 325                    | Exempt         |
| 1                       | City Clerk                            | 300                    | Exempt         |
| 1                       | Assistant Community Services Director | 275                    | Exempt         |
| 0                       | Assistant Finance Director            | 275                    | Exempt         |
| 1                       | Assistant Planning Director           | 275                    | Exempt         |
| 1                       | Assistant Public Safety Director      | 275                    | Exempt         |
| 1                       | Assistant Public Works Director       | 275                    | Exempt         |
| 1                       | Accounting and Budget Manager         | 250                    | Exempt         |
| 1                       | Building and Safety Manager           | 204                    | Exempt         |
| 1                       | Human Resources Manager               | 202                    | Exempt         |
| 1                       | Public Works Operations Manager       | 196                    | Exempt         |
| 1                       | Public Information Officer            | 194                    | Exempt         |
| 1                       | Water Superintendent                  | 192                    | Exempt         |
| 2                       | Senior Accountant                     | 188                    | Exempt         |
| 3                       | Project/Program Manager               | 186                    | Exempt         |
| 1                       | Senior Services Program Supervisor    | 183                    | Exempt         |
| 2                       | Building and Safety Inspector         | 182                    | Non-Exempt     |
| 0                       | Senior Management Analyst             | 178                    | Exempt         |
| 1                       | Water Supervisor                      | 178                    | Non-Exempt     |
| 2                       | Maintenance Supervisor                | 173                    | Exempt         |
| 1                       | Associate Planner                     | 170                    | Exempt         |
| 4                       | Community Services Supervisor         | 170                    | Exempt         |
| 1                       | Finance Supervisor                    | 170                    | Exempt         |
| 5                       | Management Analyst                    | 170                    | Exempt         |
| 1                       | Deputy City Clerk                     | 170                    | Exempt         |
| 1                       | Senior Code Enforcement Officer       | 165                    | Exempt         |
| 1                       | Community Service Officer Supervisor  | 163                    | Non-Exempt     |
| 1                       | Executive Assistant                   | 163                    | Non-Exempt     |
| 1                       | Accounting Specialist                 | 160                    | Non-Exempt     |
| 3                       | Code Enforcement Officer              | 157                    | Non-Exempt     |
| 3                       | Senior Water Operator                 | 151                    | Non-Exempt     |
| 2                       | Finance Technician                    | 148                    | Non-Exempt     |
| 1                       | Payroll Technician                    | 148                    | Non-Exempt     |
| 6                       | Administrative Assistant              | 148                    | Non-Exempt     |
| 6                       | Senior Maintenance Worker             | 148                    | Non-Exempt     |
| 1                       | Warehouse Attendant                   | 148                    | Non-Exempt     |
| 7                       | Community Service Officer             | 142                    | Non-Exempt     |
| 1                       | Parking Control Officer               | 140                    | Non-Exempt     |
| 4                       | Office Assistant II                   | 137                    | Non-Exempt     |
| 8                       | Maintenance Worker                    | 137                    | Non-Exempt     |
| 4                       | Water Operator                        | 137                    | Non-Exempt     |
| 92                      |                                       |                        |                |

JUNE 27, 2023

RESOLUTION NO. 23:026

“A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PARAMOUNT  
AUTHORIZING LETTER OF AGREEMENT EXTENDING MEMORANDUM  
OF UNDERSTANDING BETWEEN THE CITY OF PARAMOUNT AND  
TEAMSTERS LOCAL 911”

MOTION IN ORDER:

READ BY TITLE ONLY AND ADOPT RESOLUTION NO. 23:026.

MOTION:

MOVED BY: \_\_\_\_\_

SECONDED BY: \_\_\_\_\_

☐ APPROVED

☐ DENIED

ROLL CALL VOTE:

AYES: \_\_\_\_\_

NOES: \_\_\_\_\_

ABSENT: \_\_\_\_\_

ABSTAIN: \_\_\_\_\_



**To:** Honorable City Council  
**From:** John Moreno, City Manager  
**By:** Andrew Vialpando, Assistant City Manager  
**Date:** June 27, 2023

**Subject: RESOLUTION NO. 23:026  
AUTHORIZING LETTER OF AGREEMENT EXTENDING MEMORANDUM  
OF UNDERSTANDING BETWEEN THE CITY OF PARAMOUNT AND  
TEAMSTERS LOCAL 911**

## **BACKGROUND**

The City of Paramount's (City) only labor unit formed in 2019 and is represented by Teamsters Local 911 (bargaining unit). The bargaining unit consists of 22 non-management employees of the Public Works Department. The City Council authorized a Memorandum of Understanding (MOU) with the bargaining unit on June 8, 2022 for a three-year agreement ending June 30, 2025.

The MOU included the following Cost of Living Adjustment (COLA) and CalPERS Employer Paid Member Contribution (EPMC) schedule:

|           | <b>COLA (Wage Increase)</b> | <b>"Classic" CalPERS EPMC Adjustment</b> |
|-----------|-----------------------------|------------------------------------------|
| July 2022 | 5%                          | 1.5%                                     |
| July 2023 | 3%                          | 1.5%                                     |
| July 2024 | 2.5%                        | 1.0%                                     |

## **DISCUSSION**

As part of the FY 24 Proposed Budget, the City Manager recommends a 5% COLA for all employees, effective July 1, 2023. Since the represented members of the bargaining unit agreed to a 3% COLA for FY 24, the additional 2% was discussed through the Meet and Confer bargaining process. In exchange for the additional 2% COLA (5% total), the bargaining unit agreed to extend the term of the MOU by one year based on the following:

|           | <b>COLA (Wage Increase)</b> | <b>"Classic" CalPERS EPMC Adjustment</b> |
|-----------|-----------------------------|------------------------------------------|
| July 2022 | 5%                          | 1.5%                                     |
| July 2023 | <del>3%</del> 5%            | 1.5%                                     |
| July 2024 | 2.5%                        | 1.0%                                     |
| July 2025 | 2% to 4%                    | N/A                                      |

The extra year, July 1, 2025 to June 30, 2026, will include a COLA based on LA/OC Consumer Price Index (CPI) that will not be less than 2% and no more than 4%. There are no changes to the CalPERS EMPC.

The change requires that the City Council adopt a Resolution approving a Letter of Agreement between the City and the Teamsters Local 911 to memorialize the change in terms (Attachment).

### **FISCAL IMPACT**

For purposes of efficiency and uniformity, the fiscal impact regarding this item is reflected in the FY 24 Adopted Budget as COLA for all employees.

### **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 – Deliver an efficient and effective City government in a fiscally responsible, transparent, and collaborative manner.

### **RECOMMENDED ACTION**

It is recommended that the City Council read by title only and adopt Resolution No. 23:026, authorizing the City Manager to execute the Letter of Agreement extending the Memorandum of Understanding between the City of Paramount and Teamsters Local 911 to expire June 30, 2026.

CITY OF PARAMOUNT  
LOS ANGELES COUNTY, CALIFORNIA

**RESOLUTION NO. 23:026**

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PARAMOUNT  
AUTHORIZING LETTER OF AGREEMENT EXTENDING MEMORANDUM  
OF UNDERSTANDING BETWEEN THE CITY OF PARAMOUNT AND  
TEAMSTERS LOCAL 911

WHEREAS, the City of Paramount ("City") and Teamsters Local 911 ("Teamsters") (collectively "Parties") reached agreement on a Memorandum of Understanding covering the period June 8, 2022 to June 30, 2025 ("2022-25 MOU"); and

WHEREAS, the 2022-25 MOU Article Four Section 1.B and 1.C provided that "Effective the first day of the first full pay period in July 2023, the base salary ranges for the represented classifications shall be increased three percent (3%)" and that "effective the first day of the first full pay period in July 2024, the base salary ranges for the represented classifications shall be increased two and one-half percent (2.5%);" and

WHEREAS the City and Teamsters have met and conferred to extend the term of the 2022-25 MOU and increase base salaries.

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

**SECTION 1.** The above recitations are true and correct.

**SECTION 2.** Therefore, the Parties agree as follows:

1. Amend Article Two, Section 2 of the 2022-25 MOU to extend the term of the MOU to June 30, 2026.
2. The July 2023 base salary increase shall be five percent (5%) instead of the three percent (3%) in the 2022-25 MOU.
3. The City will provide a base salary increase in July 2025 based on the following:
  - a) Actual twelve-month rolling change in the CPI-U percentage using Los Angeles-Orange County BLS index as of February 2025.
  - b) The base salary increase will be a minimum of two percent (2%) and up to a maximum of four percent (4%).
  - c) This base salary increase will be implemented on the first day of the first full pay period in July 2025.

**SECTION 3.** This Resolution shall take effect immediately upon its adoption.

PASSED, APPROVED, and ADOPTED by the City Council of the City of Paramount this 27<sup>th</sup> day of June 2023.

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Isabel Aguayo, Mayor

ATTEST:

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Heidi Luce, City Clerk

JUNE 27, 2023

RESOLUTION NO. 23:025

“A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PARAMOUNT  
AMENDING THE CITY’S PERSONNEL MANUAL TO INCORPORATE NEW  
BENEFIT POLICIES”

MOTION IN ORDER:

READ BY TITLE ONLY AND ADOPT RESOLUTION NO. 23:025.

MOTION:

MOVED BY: \_\_\_\_\_

SECONDED BY: \_\_\_\_\_

☐ APPROVED

☐ DENIED

ROLL CALL VOTE:

AYES: \_\_\_\_\_

NOES: \_\_\_\_\_

ABSENT: \_\_\_\_\_

ABSTAIN: \_\_\_\_\_



**To:** Honorable City Council

**From:** John Moreno, City Manager

**By:** Andrew Vialpando, Assistant City Manager  
Nicole Lopez, Human Resources Manager

**Date:** June 27, 2023

---

**Subject: RESOLUTION NO. 23:025  
AMENDING THE CITY'S PERSONNEL MANUAL TO INCORPORATE  
NEW BENEFIT POLICIES**

## **BACKGROUND**

At its meeting on December 15, 2020, the City Council adopted the City's Personnel Manual (Policy), which serves as the organization's comprehensive administrative policy. The City's Policy contains numerous sections that establish regulatory directives for City employees in compliance with federal, State, and local laws, such as Equal Employment Opportunity, Benefits and Compensation, and Ethics regulations.

From time to time, staff reviews the Policy for updates to personnel laws and to ensure the City remains consistent with industry best practices and standards. During a recent review, staff discovered that the Policy is silent on procedures for employee-banked personal holiday hours and is recommending implementing changes to cap banked hours. The City Manager is also recommending two benefit enhancement programs to be incorporated into the City's Policy.

Pursuant to the Paramount Municipal Code, the City Manager may revise the Policy in their capacity as the City's Personnel Officer. However, modifications to the Policy that impact the City's Budget (i.e. compensation or benefits) must be approved by the City Council. All changes to the Policy are reviewed by the City Attorney, and Human Resources is responsible for disseminating updates to all employees.

## **DISCUSSION**

The proposed policies and benefits are described below.

### **One-Time 457(b) Deferred Compensation Bonus Match**

Following the Great Recession in 2008 coupled with the loss of the Redevelopment Agency in 2013, the City eliminated several employee benefits, including the 457(b) Deferred Compensation Match program. This program would match dollar for dollar 457(b) contributions employees would make, up to \$1,400 per year.

Staff is proposing to provide a one-time 457(b) Deferred Compensation Bonus Match for all employees. From July 1, 2023 to June 30, 2024, the City will match any 457(b) contributions made by full-time employees up to \$600 on a dollar for dollar basis and \$300 for part-time employees. This would be a one-time offer for FY 2023-24. The proposed enhancements will cost approximately \$139,500.

### **Capping and Drawing Down Personal Holiday Leave**

The City's current practice allows employees to bank "Personal Holiday" leave when an employee's Regular Day Off falls on a holiday. However, when the benefit was established decades ago, there was no cap or expiration to the number of hours an employee could accumulate. This practice has created substantial risk and liability for the City. Because of the oversight, some employees have banked over 400 hours of Personal Holiday Leave. This is a considerable liability that was never intended to exist.

Staff recommends establishing a Personal Holiday Policy where Personal Holiday hours will transition to a "use it or lose it" model, where employees must use any banked Personal Leave within the same year. As part of the implementation, employees who have over 40 hours of Personal Holiday will be paid out at their regular hourly rate down to either 40 or 80 hours, and then use their remaining hours. Some employees who have a balance between 1 to 40 hours starting on July 1, 2023, may keep those hours in an Archived Bank where they may use these last 40 or less hours at any time during their employment with the City without expiration. These final 40 or less Archive Bank hours will not have any monetary value and will not be paid out. The cost to payout employees who have over 40 hours of Personal Holiday is \$186,250.

### **Enhancements to Part-Time Employee's Uniform and Boot Allowance**

For many years the City has required Public Works employees to wear steel-toed boots to prevent injuries. The City has paid \$100 for part-time Public Works employee boots and employees would pay the remaining balance out-of-pocket.

Staff is proposing to increase the amount to \$200 as the price of the boots have increased and to also match what full-time employees receive. In addition, staff is proposing an annual \$40 reimbursement to part-time employees that are required to purchase pants as part of their uniforms in Public Safety, Public Works, and Community Services Departments. Part-time employees will only become eligible for reimbursements after six months of employment. The expected cost of reimbursements will not exceed \$4,900.

### **Discussion with Bargaining Unit**

Staff obligatorily met and conferred with the City's only bargaining unit, Teamsters Local 911, on April 20, 2023, and May 11, 2023, pursuant to State law. The City Manager also provided regular updates on these recommendations to the Employee Enrichment Committee.

If approved, the City Manager, in his capacity as the City's Personnel Officer, will direct staff to work with the City Attorney to develop appropriate policies to be incorporated into the City's Policy.

### **FISCAL IMPACT**

The fiscal impact to incorporate the new benefit policies is a one-time cost of \$330,650 that will be appropriated into the FY 2023-24 proposed budget.

### **VISION, MISSION, VALUES, AND STRATEGIC OUTCOMES**

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

### **RECOMMENDED ACTION**

It is recommended that the City Council read by title only and adopt Resolution No. 23:025 amending the City's Personnel Manual to incorporate the new benefit policies.

CITY OF PARAMOUNT  
LOS ANGELES COUNTY, CALIFORNIA

**RESOLUTION NO. 23:025**

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PARAMOUNT  
AMENDING THE CITY'S PERSONNEL MANUAL TO INCORPORATE  
NEW BENEFIT POLICIES.

WHEREAS, at its meeting on December 15, 2020, the City Council adopted the City's Personnel Manual (Policy), which serves as the organization's comprehensive administrative policy; and

WHEREAS, from time to time, staff reviews the Policy for updates to personnel laws and to ensure the City remains consistent with industry best practices and standards; and

WHEREAS, it is the City's policy to evaluate its market competitiveness with regard to compensation and benefits based on data from updated surveys and analyses; and

WHEREAS, pursuant to the Paramount Municipal Code, the City Manager may revise the Policy in their capacity as the City's Personnel Officer; and

WHEREAS, changes to the Policy are reviewed by the City Attorney, and Human Resources is responsible for disseminating updates to all employees.

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

**SECTION 1.** The above recitations are true and correct.

**SECTION 2.** The following proposed City benefit programs will be developed into formal policies, be incorporated in the City Personnel Manual, and will take effect July 1, 2023.

**One-Time 457(b) Deferred Compensation Bonus Match**

The City will offer a one-time match for any 457(b) contributions made by full-time employees up to \$600 on a dollar for dollar basis and \$300 for part-time employees. This would be a one-time offer for FY 2023-24.

**Personal Holiday Leave Policy**

Full-time regular employees may bank personal holiday hours ("Personal Holiday") if a paid holiday lands on their Regular Day Off (RDO) to be used during the same pay period, or banked to be used at a later date, in accordance with this policy.

Effective July 1, 2023, new Personal Holiday hours banked after July 1, 2023 will be placed in a Personal Holiday bank and must be used by the last pay period of each fiscal year or they will be lost. Every July 1, employee Personal Holiday banks will reset to zero (0) hours.

Employees are eligible to use personal holiday as it is banked. Personal Holidays hours will be scheduled to ensure continuous and efficient departmental operations, operational safety, and to meet overall business goals and objectives. Employees shall request use of personal holiday a reasonable time in advance of the proposed use of the personal holiday.

### **Draw Down, Payout, and Archive Banked Hours**

Any employee with a bank of Personal Holiday over 80 hours on July 1, 2023, will be paid out all hours above 80 at regular straight time rate of pay no later than the second pay period July 2023; or employees may elect to be paid out and have a balance as low as 40 hours. These employees may also elect to have a portion or all of their hours paid out deposited into the City's Defined Contribution Plan (i.e. 457(b)) in accordance with federal regulations as described below.

Employees with a remaining balance after being paid out will have their remaining hours placed into a separate grandfathered bank ("Archive Bank") and will be required to use their remaining balance of hours pursuant to the draw down plan below:

- **Balance between 41 – 80 hours:** Each employee who has between 41 to 80 hours will have one (1) year to use their Archive Bank of hours above 40, or they will lose them. Employees will begin July 1, 2024 with no more than 40 hours.
- **Balance between 1- 40 hours:** Employees who have a balance between 1 to 40 starting on July 1, 2023 may keep those hours in their Archive Bank where they may use these last 40 or less hours at any time during their employment with the City without expiration. These final 40 or less Archive Bank hours will not have any monetary value and will not be paid out, with the following exception.
- **Separation of employment within two (2) years:** Any employee who separates from employment with the City through June 30, 2025 will be paid out their entire unused Archive Bank upon separation at their rate of pay at the time of separation.

### **Good Faith Effort to Grant Personal Holiday Leave**

Supervisors shall work with employees in good faith to grant requested Personal Holiday leave before the end of each fiscal year in order to comply with this Policy, including the aforementioned Archived Banked hours. In rare circumstances, an

employee's request for leave may be denied due to operational needs. If newly banked Personal Holiday hours (those banked after July 1, 2023) are unable to be used prior to the end of the same Fiscal Year they are banked after earnest effort to use them, the Director may submit a request to the City Manager for the hours to be paid out in the first pay period of the following Fiscal Year.

**Enhancements to Part-Time Employee's Uniform and Boot Allowance**

The City will reimburse part-time employees in Public Safety, Public Works, and Community Services Departments \$40 to purchase the required uniform pants effective July 1, 2023. In addition, Public Works part-time employees will have the option to purchase the required steel-toes boots for up to \$200.

**SECTION 3.** This Resolution shall take effect immediately upon its adoption.

PASSED, APPROVED, and ADOPTED by the City Council of the City of Paramount this 27<sup>th</sup> day of June 2023.

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Isabel Aguayo, Mayor

ATTEST:

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Heidi Luce, City Clerk

JUNE 27, 2023

PUBLIC SAFETY SERVICE AGREEMENTS – FISCAL YEAR 2023-2024

- ALL CITY MANAGEMENT SERVICES, INC. – SCHOOL CROSSING GUARD SERVICES
- DAVID BEIGHTON – DETECTIVE BUREAU CONSULTATION SERVICES
- GRAFFITI TRACKER INC.
- THE SALVATION ARMY BELL SHELTER

MOTION IN ORDER:

APPROVE AND AUTHORIZE THE MAYOR OR CITY MANAGER TO ENTER INTO AGREEMENTS WITH:

A) ALL CITY MANAGEMENT SERVICES, INC. IN THE AMOUNT OF \$380,792.00 PER YEAR.

MOTION:

MOVED BY: \_\_\_\_\_

SECONDED BY: \_\_\_\_\_

[ ] APPROVED

[ ] DENIED

ROLL CALL VOTE:

AYES: \_\_\_\_\_

NOES: \_\_\_\_\_

ABSENT: \_\_\_\_\_

ABSTAIN: \_\_\_\_\_

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**Back To Top**

B) DAVID BEIGHTON, DETECTIVE BUREAU CONSULTANTION SERVICES  
IN THE AMOUNT OF \$50,000.

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

C) GRAFFITI TRACKER INC. IN THE AMOUNT OF \$26,000.

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

D) THE SALVATION ARMY BELL SHELTER IN THE AMOUNT OF  
\$312.075.00.

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



**To:** Honorable City Council  
**From:** John Moreno, City Manager  
**By:** Maggie Matson, Public Safety Director  
**Date:** June 27, 2023

---

**Subject: PUBLIC SAFETY SERVICE AGREEMENTS – FISCAL YEAR 2023-2024**

## **BACKGROUND**

Included in the Fiscal Year 2023-2024 Budget are service agreements with the following agencies:

- All City Management Services, Inc. – School Crossing Guard Services (2-Year Agreement)
- David Beighton – Detective Bureau Consultation Services (1-Year Agreement)
- Graffiti Tracker Inc. (1-Year Agreement)
- The Salvation Army Bell Shelter (1-Year Agreement)

These agreements (attached) allow the City of Paramount to continue providing these critical public safety services to the community through the above agencies.

## **FISCAL IMPACT**

All City Management Services, Inc. will provide school crossing guard services throughout the school year for \$380,800, which is allocated under the Non-Sworn Patrol Division. The Detective Bureau Consultation Services is budgeted at \$50,000 per fiscal year under the Sworn Patrol Division. The Graffiti Tracker agreement is budgeted at \$26,000 for the year under the Support Services Division. The Salvation Army Bell Shelter will provide 15 dedicated beds at an annual cost of \$312,500 under Community Preservation Division.

## **VISION, MISSION, VALUES, AND STRATEGIC OUTCOMES**

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

### **RECOMMENDED ACTION**

It is recommended that the City Council approve and authorize the Mayor or City Manager to enter into agreements with;

- A) All City Management Services, Inc. in the amount of \$380,792.00 per year.
- B) David Beighton, Detective Bureau Consultation Services in the amount of \$50,000.
- C) Graffiti Tracker Inc. in the amount of \$26,000.
- D) The Salvation Army Bell Shelter in the amount of \$312,075.00.

Attachments:

- A – All City Management Services, Inc.,
- B – David Beighton, Detective Bureau Consultation Services
- C – Graffiti Tracker Inc.
- D – The Salvation Army Bell Shelter

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# ATTACHMENT A



## **AGREEMENT FOR CROSSING GUARD SERVICES**

This AGREEMENT FOR CROSSING GUARD SERVICES (the “Agreement”) is dated June 13, 2023 and is between the CITY OF PARAMOUNT (hereinafter called the "City"), and ALL CITY MANAGEMENT SERVICES, INC., a California corporation (hereinafter called the "Contractor").

### **WITNESSETH**

The parties hereto have mutually covenanted and agreed as follows:

1. This Agreement is for a period which commences on no later than July 1, 2023 and ends on June 30, 2025 and for such term thereafter as the parties may agree upon by written amendment to this contract. Service shall begin on a best availability basis until such a time as Contractor has hired, trained and deployed Crossing Guards to all sites requested by the City. City agrees to provide site locations for Contractor to then assign and deploy Crossing Guards. Contractor shall assume liability for only those sites agreed to by both Contractor and the City by written amendment stating effective date of assignment.
2. The Contractor will provide personnel equipped and trained in appropriate procedures for crossing pedestrians in marked crosswalks. Such personnel shall be herein referred to as a “Crossing Guard”. Contractor will perform criminal background checks and confirm employment eligibility through E-Verify on all prospective personnel. The Contractor is an independent contractor and the Crossing Guards to be furnished by it shall at all times be its employees and not those of the City.
3. The City’s representative in dealing with the Contractor shall be designated by the City of Paramount.
4. The City shall determine the locations where Crossing Guards shall be furnished by the Contractor. The Contractor shall provide at each designated location personnel properly trained as herein specified for the performance of duties as a Crossing Guard. The Contractor shall provide supervisory personnel to see that Crossing Guard activities are taking place at the required places and times, and in accordance with the terms of this Agreement.
5. The Contractor shall maintain adequate reserve personnel to be able to furnish alternate Crossing Guards in the event that any person fails to report for work at the assigned time and location and agrees to provide immediate replacement.
6. In the performance of its duties the Contractor and all employees of the Contractor shall conduct themselves in accordance with the conditions of this Agreement and all applicable laws of the state in which the Services are to be performed.
7. Persons provided by the Contractor as Crossing Guards shall be trained in all applicable laws of the state in which the Services are to be performed pertaining to general pedestrian safety in school

crossing areas.

8. Crossing Guard Services (the “Services”) shall be provided by the Contractor at the designated locations on all days in which school is in session in the area under City’s jurisdiction. The Contractor also agrees to maintain communication with the designated schools to maintain proper scheduling.
9. The Contractor shall provide all Crossing Guards with apparel by which they are readily visible and easily recognized as Crossing Guards. Such apparel shall be uniform for all persons performing the duties of Crossing Guards and shall be worn at all times while performing said duties. This apparel must be appropriate for weather conditions. The Contractor shall also provide all Crossing Guards with hand-held Stop signs and any other safety equipment which may be necessary.
10. The Contractor shall at all times provide workers' compensation insurance covering its employees and shall provide and maintain liability insurance for Crossing Guard activities. The Contractor will provide to the City a Certificate of Insurance naming the City and its officials, officers and employees as additional insureds. Such insurance shall include commercial general liability with a combined single limit of not less than \$1,000,000.00 per occurrence and in aggregate for property damage and bodily injury. Such insurance shall be primary with respect to any insurance maintained by the City and shall not call on the City's insurance contributions. Such insurance shall be endorsed for contractual liability and personal injury and shall include the City, its officers, agents and interest of the City. Such insurance shall not be canceled, reduced in coverage or limits or non-renewed except after thirty (30) days written notice has been given to the City.
11. Contractor agrees to defend, indemnify and hold harmless the City, its officers, employees, agents and representatives, from and against any and all actions, claims for damages to persons or property, penalties, obligations or liabilities (each a “Claim” and collectively, the “Claims”) that may be asserted or claimed by any person, firm, entity, corporation, political subdivision or other organization arising out of the sole negligent acts or omissions, or willful misconduct, of Contractor, its agents, employees, subcontractors, representatives or invitees.
  - a) Contractor will defend any action or actions filed in connection with any of said claims, damages, penalties, obligations or liabilities and will pay all costs and expenses including attorney's fees incurred in connection herewith.
  - b) In the event the City, its officers, agents or employees is made a party to any action or proceeding filed or prosecuted against Contractor for such damages or other claims arising out of or in connection with the sole negligence of Contractor hereunder, Contractor agrees to pay City, its officers, agents, or employees, any and all costs and expenses incurred by the City, its officers agents or employees in such action or proceeding, including, but not limited to, reasonable attorney's fees.
  - c) In the event that a court determines that liability for any Claim was caused or contributed to by the negligent act or omission or the willful misconduct of City, liability will be apportioned between Contractor and City based upon the parties’ respective degrees of culpability, as determined by the court, and Contractor’s duty to indemnify City will be limited accordingly.

12. Either party shall have the right to terminate this Agreement by giving sixty (60) days written notice to the other party.
13. The Contractor shall not have the right to assign this Agreement to any other person or entity except with the prior written consent of the City.
14. The City agrees to pay the Contractor for the Services rendered pursuant to this Agreement the sum of Twenty-nine Dollars and Eight Cents **(\$29.08)** per hour, per Crossing Guard during the term. Based on a minimum of twenty-one (21) sites and upon a projected (13,095) hours of service the cost shall not exceed Three Hundred Eighty Thousand, Seven Hundred and Ninety-two Dollars (\$380,792.00) per year.
15. Payment is due within thirty (30) days of receipt of Contractor's properly prepared invoice.
16. Contractor may request a price increase during the term as a result of any legally-mandated increases in wages or benefits imposed in the state or municipality in which the Services are to be performed and to which Contractor's employees would be subject. Contractor shall provide City with 60 days-notice of its request to increase pricing. City agrees to review and respond to said notice within 30 days of receipt.
17. The City shall have an option to renew this Agreement. In the event this Agreement is extended beyond the end of the term set forth above, the compensation and terms for the Services shall be established by mutual consent of both parties.
18. This Agreement constitutes the complete and exclusive statement of the agreement among the parties with respect to the subject matter hereof and supersedes all prior written or oral statements among the parties, including any prior statements, warranties, or representations. This Agreement is binding upon and will inure to the benefit of the parties hereto and their respective heirs, administrators, executors, successors, and assigns. Each party hereto agrees that this Agreement will be governed by the law of the state in which the Services are to be performed, without regard to its conflicts of law provisions. Any amendments, modifications, or alterations to this Agreement must be in writing and signed by all parties. There will be no presumption against any party on the ground that such party was responsible for preparing this Agreement or any part of it. Each provision of this Agreement is severable from the other provisions. If any provision of this Agreement is declared invalid or contrary to existing law, the inoperability of that provision will have no effect on the remaining provisions of the Agreement which will continue in full force and effect.

**[SIGNATURES FOLLOW ON NEXT PAGE]**

**IN WITNESS WHEREOF**, the parties hereto have executed this Agreement the day and year written below.

**CITY**

**CONTRACTOR**

**City of Paramount**

**All City Management Services, Inc.**

By \_\_\_\_\_  
Signature

By \_\_\_\_\_  
D. Farwell, Corporate Secretary

\_\_\_\_\_  
Isabel Aguayo, Mayor

Date \_\_\_\_\_

Date \_\_\_\_\_

# ATTACHMENT B

# **CITY OF PARAMOUNT**

## **AGREEMENT FOR PROFESSIONAL SERVICES**

**THIS AGREEMENT** is made and effective as of July 1, 2023, between the City of Paramount, a municipal corporation ("City") and, David Beighton ("Consultant"). In consideration of the mutual covenants and conditions set forth herein, the parties agree as follows:

### **1. TERM**

- A. This Agreement shall be effective July 1, 2023 and shall terminate on June 30, 2024.
- B. City may, without cause, terminate this Agreement at any time prior to June 30, 2023. Notice shall be complete when delivered in person or by facsimile or when received by mail, whichever is earlier. Termination shall be effective immediately upon notice, as described herein, unless a longer period of time is specified in the notice.
- C. In the event this Agreement is terminated by City, Consultant shall be paid the value of services performed pursuant to this Agreement prior to the effective date of termination, less the amount of any payments previously made.

### **2. SERVICES**

Subject to the terms of this Agreement, Consultant shall perform the scope of work identified in Exhibit "A" attached hereto and incorporated herein by this reference. This includes, but is not limited to providing personnel and resources to provide all professional services necessary for City. If there is any conflict between Exhibit "A" and this Agreement, the provisions of this Agreement shall prevail.

### **3. PERFORMANCE**

Consultant shall always faithfully, competently and to the best of his/her ability, experience, and talent, perform all tasks described herein. Consultant shall employ, at a minimum, generally accepted standards and practices utilized by persons engaged in providing similar services as are required of Consultant hereunder in meeting its obligations under this Agreement. Consultant represents it is skilled in the professional calling necessary to perform the services and duties agreed to hereunder by Consultant and City relies upon the skills and knowledge of Consultant. Consultant shall perform such services and duties consistent with the standards generally recognized as being employed by professionals performing similar service in the State of California.

4. **CITY MANAGEMENT**

The City's Public Safety Director shall represent City in all matters pertaining to the administration of this Agreement and shall review and approve all services submitted by Consultant. The Public Safety Director is authorized to execute all necessary documents.

5. **PAYMENT**

- (a) The City agrees to pay Consultant \$50 per hour not to exceed \$50,000 for the total term of the agreement, in accordance with the payment rates and terms and the schedule of payment as set forth in Consultant's proposal, Exhibit "B", attached hereto and incorporated herein by reference as if fully set forth herein.
- (b) Consultant shall not be compensated for any services rendered in connection with its performance of this Agreement, which are in addition to those set forth herein, unless such additional services are authorized in advance and in writing by the City Manager; provided, however, the City Manager may approve additional work not to exceed ten percent (10%) of the amount of the Agreement but not to exceed ten-thousand dollars (\$10,000). Consultant shall not be compensated for any additional services in the amounts greater than that authorized herein by the City Manager unless agreed to by the City Council.
- (c) Consultant will submit invoices for services based on the schedule of payment as set forth in Exhibit "B". Invoices shall be submitted on a bi-weekly basis for services provided. If the City disputes any of Consultant's fees it shall give written notice to Consultant within two (2) weeks of receipt of an invoice of any disputed fees set forth on the invoice.

6. **SUSPENSION OR TERMINATION OF AGREEMENT WITHOUT CAUSE**

- (a) The City may at any time, for any reason, with or without cause, suspend or terminate this Agreement, or any portion hereof, by serving upon the Consultant at least thirty (30) days prior written notices. Upon receipt of said notice, the Consultant shall immediately cease all work under this Agreement, unless the notice provides otherwise. If the City suspends or terminates a portion of this Agreement such suspension or termination shall not make void or invalidate the remainder of this Agreement.
- (b) In the event this Agreement is terminated pursuant to this Section, the City shall pay the Consultant for services up to the date of termination based on the schedule of payment as set forth in Exhibit

“B”. Upon termination of the Agreement pursuant to this Section, the Consultant will submit an invoice to the City pursuant to Section 5.

7. **DEFAULT OF CONSULTANT**

- (a) The Consultant's failure to comply with the provisions of this Agreement shall constitute a default. In the event that Consultant is in default for cause under the terms of this Agreement, City shall have no obligation or duty to continue compensating Consultant for any work performed after the date of default and can terminate this Agreement immediately by written notice to the Consultant. If such failure by the Consultant to make progress in the performance of work hereunder arises out of causes beyond the Consultant's control, and without fault or negligence of the Consultant, it shall not be considered a default.
- (b) If the Public Safety Director or her designee determines that the Consultant is in default in the performance of any of the terms or conditions of this Agreement, she shall cause to be served upon the Consultant a written notice of the default. The Consultant shall have ten (10) days after service upon it of said notice in which to cure the default by rendering a satisfactory performance. In the event that the Consultant fails to cure its default within such period of time, the City shall have the right, notwithstanding any other provision of this Agreement, to terminate this Agreement without further notice and without prejudice to any other remedy to which it may be entitled at law, in equity or under this Agreement.

8. **OWNERSHIP OF DOCUMENTS**

All documents prepared or obtained under this Agreement including electronic media shall be delivered to and shall become the property of the City.

9. **INDEMNIFICATION BY CONSULTANT**

- A. All officers, agents, employees, sub-Consultants, their agents, officers and employees who are hired by or engaged by Consultant in the performance of this Agreement shall be deemed officers, agents and employees and sub-Consultants of Consultant, and City shall not be liable or responsible to them for anything whatsoever.
- B. Consultant 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 Consultant or any of its agents, officers and employees and sub-Consultants in the performance of this Agreement.

- C. Consultant shall not be deemed to assume any liability for wrongful or negligent acts of City or its officers, agents, employees and sub-Consultants, and City shall defend and hold Consultant harmless against any such claims.
- D. Consultant agrees to defend, indemnify, and hold harmless the City, its elected and appointed boards, commissions, officers, employees and agents from all claims, demands, liability fines and penalties made by Consultant's employees from health, retirement or other benefits attributable to services performed pursuant to this Agreement.

10. **INSURANCE REQUIREMENTS**

Consultant shall procure and maintain insurance for the duration of this Agreement against claims for injuries to persons or damages to property, which may arise from or in connection with the performance of the work hereunder by Consultant, its agents, representatives, or employees.

A. **Minimum Scope of Insurance**

Coverage shall be at least as broad as:

- 1. Proof of Insurance Coverage covering Automobile Liability, and
- 2. Workers' compensation insurance as required by the State of California and employer's liability insurance.

B. **Minimum Limits of Insurance**

Consultant shall maintain limits no less than:

- 1. Automobile Liability: \$500,000 per accident for bodily injury and property damage.

C. **Deductibles and Self-Insured Retentions**

Any deductibles or self-insured retentions must be declared to and approved by the City. At the option of the City, the City may require the insurer to reduce or eliminate such deductibles or self-insured retentions as respects the City, its officers, officials, employees and volunteers; or the City may require Consultant to procure a bond

guaranteeing payment of losses and related investigations, claim administration and defense expenses.

D. Acceptability of Insurers

Insurance is to be placed with insurers with a current A.M. Best's rating of an "A-" Policyholder's Rating, and a Financial Rating of at least Class VIII, or better, in accordance with the most current A.M. Best Rating Guide.

E. Other Requirements

Consultant shall provide an endorsement to City establishing that City, its elected and appointed boards, commissions, officers, employees and agents have been added as an additional insured to the General and Automobile liability insurance policies required under this Agreement. The above policy/policies shall also be endorsed to state that coverage shall not terminate, nor shall they be canceled, nor the coverage reduced, until after thirty (30) days written notice is given to the City.

Insurance afforded by the additional insured endorsement shall apply as primary insurance, and other insurance maintained by the City shall be excess only and not contributory with insurance provided under this policy/policies.

F. Verification of Coverage

Consultant shall furnish the City with original certificates and amendatory endorsements affecting coverage. Said policies and endorsements shall conform to the requirements herein stated. All certificates and endorsements are to be received and approved by City **before work commences**. The endorsements are to be signed by a person authorized by that insurer to bind coverage on its behalf. The endorsements are to be on the standard industry forms, as listed below. City reserves the right to require Consultant's insurers to provide complete, certified copies of all required insurance policies at any time.

Automobile Liability

Form Acceptable to City Attorney

11. **INDEPENDENT CONSULTANT**

- (a) Consultant is and shall at all times remain as to the City a wholly independent Consultant. The personnel performing the services under this Agreement on behalf of Consultant shall at all times be under Consultant's exclusive direction and control. Neither City nor any of its officers, employees, or agents shall have control over the conduct of Consultant or any of Consultant's officers, employees, or

agents, except as set forth in this Agreement. Consultant shall not at any time or in any manner represent that it or any of its officers, employees, or agents are in any manner officers, employees, or agents of the City. Consultant shall not incur or have the power to incur any debt, obligation, or liability whatever against City, or bind City in any manner.

- (b) Neither Consultant, nor any of Consultant's officers, employees or agents, shall obtain any rights to retirement, health care or any other benefits which may otherwise accrue to City's employees. Consultant expressly waives any claim Consultant may have to any such rights.
- (c) City shall not be liable for compensation or indemnification to Consultant for injury or sickness arising out of performing services hereunder.

12. **LEGAL RESPONSIBILITIES**

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

13. **RELEASE OF INFORMATION/CONFLICTS OF INTEREST**

- (a) All information gained by Consultant in performance of this Agreement shall be considered confidential and shall not be released by Consultant without City's prior written authorization. Consultant, its officers, employees, agents, or sub-Consultants, shall not without written authorization from the Public Safety Director or unless requested by the City Attorney, voluntarily provide declarations, letters of support, testimony at depositions, response to interrogatories, or other information concerning the work performed under this Agreement or relating to any project or property located within the City. Response to a subpoena or court order shall not be considered "voluntary" provided Consultant gives City notice of such court order or subpoena.
- (b) Consultant shall promptly notify City should Consultant, its officers, employees, agents, or sub-Consultants be served with any summons, complaint, subpoena, notice of deposition, request for documents, interrogatories, request for admissions, or other discovery request, court order, or subpoena from any person or party regarding this Agreement and the work performed hereunder or with respect to any project or property located within the City. City retains

the right, but has no obligation, to represent Consultant and/or be present at any deposition, hearing, or similar proceeding. Consultant agrees to cooperate fully with City and to provide the opportunity to review any response to discovery requests provided by Consultant. However, City's right to review any such response does not imply or mean the right by City to control, direct, or rewrite said response.

14. **NOTICES**

Any notices which either party may desire to give to the other party under this Agreement must be in writing and may be given either by (i) personal service, (ii) delivery by a reputable document delivery service, such as but not limited to, Federal Express, which provides a receipt showing date and time of delivery, or (iii) mailing in the United States Mail, certified mail, postage prepaid, return receipt requested, addressed to the address of the party as set forth below or at any other address as that party may later designate by notice:

|          |                                                                                                                |
|----------|----------------------------------------------------------------------------------------------------------------|
| To City: | City of Paramount<br>Attention: Public Safety Director<br>16400 Colorado Avenue<br>Paramount, California 90723 |
|----------|----------------------------------------------------------------------------------------------------------------|

|                |                                                             |
|----------------|-------------------------------------------------------------|
| To Consultant: | David Beighton<br>1304 S. Oakhaven Dr.<br>Anaheim, CA 92804 |
|----------------|-------------------------------------------------------------|

15. **ASSIGNMENT**

The Consultant shall not assign the performance of this Agreement, nor any part thereof, nor any monies due hereunder, to any sub-Consultant without prior written consent of the City. Such written consent shall not be unreasonably withheld.

16. **LICENSES**

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

17. **GOVERNING LAW**

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

18. **ENTIRE AGREEMENT**

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

19. **SEVERABILITY**

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

20. **CONTENTS OF PROPOSAL**

Consultant is bound by the contents of the proposal submitted by the Consultant, Exhibit "A" hereto.

21. **ATTORNEY'S FEES**

If any action at law or suit in equity, including an action for declaratory relief, is brought by either party with respect to this Agreement, the prevailing party shall be entitled to reasonable attorney's fees, in addition to any other relief to which it may be entitled, and such amount may be added to, and made a part of, such judgment.

22. **AUTHORITY TO EXECUTE THIS AGREEMENT**

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

23. **WAIVER**

The waiver by either party of a breach by the other of any provision of this agreement shall not constitute a continuing waiver or a waiver of any subsequent breach of either the same or a different provision of this agreement.

24. **AMENDMENTS**

This Agreement may be modified or amended only by a written document executed by both Consultant and the Public Safety Director and approved as to form by the City Attorney, otherwise by the City Manager. Such

document shall expressly state that it is intended by the parties to amend the terms and conditions of this Agreement.

25. **COUNTERPARTS**

This Agreement may be executed in multiple identical counterparts, each of which shall be deemed an original, but all of which together will constitute one and the same instrument, but the parties agree that the Agreement on file in the Office of City's City Clerk is the version of the Agreement that shall take precedent should any differences exist among counterparts of the document.

**IN WITNESS WHEREOF**, the parties hereto have caused this Agreement to be executed the day and year first above written.

**CITY OF PARAMOUNT**

**DAVID BEIGHTON**

By: \_\_\_\_\_  
Isabel Aguayo, Mayor

By: \_\_\_\_\_

ATTEST:

By: \_\_\_\_\_  
Heidi Luce, City Clerk

APPROVED AS TO FORM:

By: \_\_\_\_\_  
John E. Cavanaugh, City Attorney

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## **EXHIBIT A**

### **TASKS TO BE PERFORMED**

The Consultant will interface with detectives to conduct witness interviews, gather intelligence, and prepare criminal filing packets on active criminal investigations. He will also provide investigative oversight to field deputies, special assignment officers, and school resource deputies. He has access to, and is proficient in the use of, all State databases, which enables him to access criminal background information, DMV information, gun registration records, etc.

The Consultant will assist the Detective Bureau Sergeant with data entry and accounting in L.A.R.C.I.S., the County's case tracking data base. He will on a regular basis review Paramount's crime reports and make an assessment as to whether or not they are workable and should be assigned to a detective for follow-up. The Consultant will also be available to handle walk-in and phone-in inquiries from the public related to Detective Bureau matters.

## EXHIBIT B

### PAYMENT SCHEDULE

|                    |
|--------------------|
| July 6, 2023       |
| July 20, 2023      |
| August 3, 2023     |
| August 17, 2023    |
| August 31, 2023    |
| September 14, 2023 |
| September 28, 2023 |
| October 12, 2023   |
| October 26, 2023   |
| November 9, 2023   |
| November 22, 2023  |
| December 7, 2023   |
| December 21, 2023  |
| January 4, 2024    |
| January 18, 2024   |
| February 1, 2024   |
| February 15, 2024  |
| February 29, 2024  |
| March 14, 2024     |
| March 28, 2024     |
| April 11, 2024     |
| April 25, 2024     |
| May 9, 2024        |
| May 23, 2024       |
| June 6, 2024       |
| June 20, 2024      |

# ATTACHMENT C

## PROFESSIONAL SERVICES AGREEMENT

(City of Paramount and Graffiti Tracker Inc.)

**THIS PROFESSIONAL SERVICES AGREEMENT** is made as of July 1, 2023 by and between the City of Paramount, (“Agency”), and Graffiti Tracker Inc. (“Contractor”).

### RECITALS

1. Agency has determined that it requires professional services from a Contractor to provide graffiti analysis and tracking services for the Agency.
2. Agency desires to retain Contractor, as an independent contractor to provide such services on an as needed basis.
3. Contractor represents that it is fully qualified to perform such services by virtue of its experience and the training, education and expertise of its principals and employees.

**NOW, THEREFORE**, in consideration of performance by the parties of the promises, covenants, and conditions herein contained, the parties hereto agree as follows:

#### **1. Contractor’s Services.**

- a. **Scope and Level of Services.** The nature, scope, and level of the specific services to be performed by Contractor are as set forth in Exhibit A, attached to this Agreement and incorporated herein as though set forth in full. Agency is retaining Contractor pursuant to this Agreement on a non-exclusive basis and reserves the right to retain other professionals to perform similar service if Agency determines such services are needed.
  - b. **Time of Performance.** The services shall be performed in a timely manner and on a regular basis in accordance with the written instruction of the Contract Administrator. Time is of the essence in the performance of this Agreement.
2. **Standard of Care.** As a material inducement to Agency to enter into this Agreement, Contractor hereby represents and warrants that it has the professional expertise and experience necessary to undertake the services to be provided herein.
  3. **Compliance with Law.** All services rendered hereunder by Contractor shall be provided in accordance with all ordinances, resolutions, statutes, rules, and regulations of Agency and any federal, state or local governmental agency having jurisdiction in effect at the time service is rendered.

4. **Term of Agreement.** This Agreement is effective on the date set forth in the initial paragraph of this Agreement and shall remain in effect for a period of 12 months, unless earlier terminated pursuant to Section 14.
5. **Compensation.** Agency agrees to compensate Contractor for its services according to the fee and payment schedule set forth in Exhibit B, attached hereto and incorporated herein as though set forth in full. In no event shall the total compensation and costs payable to Contractor under this Agreement exceed the sum of twenty-six thousand and no cents (\$26,000.00) unless specifically approved by the City Council. Agency agrees that services may not begin until first payment is received.
6. **Ownership of Work Product.** All reports, documents or other written material developed by Contractor in the performance of this Agreement shall be and remain the property of Agency without restriction or limitation upon its use or dissemination by Agency.
7. **Representatives.**
  - a. **Project Manager.** The Project Manager for the services required under this Agreement is hereby designated as Timothy M. Kephart who shall be the representative of Contractor authorized to act in its behalf with respect to the services specified herein. It is expressly understood that the experience, knowledge, capability and reputation of the foregoing Project Manager were a substantial inducement for Agency to enter into this Agreement. Therefore, the foregoing Project Manager shall be responsible during the term of this Agreement for directing all activities of Contractor and devoting sufficient time to personally supervise the services hereunder. Contractor may not change the foregoing Project Manager without the express written approval of Agency.
  - b. **Contract Administrator.** The Contract Administrator and Agency's representative shall be the Assistant City Manager, or in his/her absence, an individual designated in writing by the Contract Administrator. It shall be Contractor's responsibility to assure that the Contract Administrator is kept informed of the progress of the performance of the services, and Contractor shall refer any decisions that must be made by Agency to the Contract Administrator. Unless otherwise specified herein, any approval of Agency required hereunder shall mean the approval of the Contract Administrator.
8. **Standard of Performance.** Contractor shall perform all work to the highest professional standards and in a manner reasonably satisfactory to Agency. Contractor hereby covenants that it shall follow the highest professional standards in performing all services required hereunder.
9. **Status as Independent Contractor.** Contractor is, and shall at all times remain as to Agency, a wholly independent contractor. Contractor shall have no power to incur any debt, obligation, or liability on behalf of Agency or otherwise act on behalf of Agency as

an agent. Neither Agency nor any of its agents shall have control over the conduct of Contractor or any of Contractor's employees, except as set forth in this Agreement. Contractor shall not, at any time, or in any manner, represent that it or any of its agents or employees are in any manner, employees of Agency. Contractor agrees to pay all required taxes on amounts paid to Contractor under this Agreement, and to indemnify and hold Agency harmless from any and all taxes, assessments, penalties, and interest asserted against Agency by reason of the independent contractor relationship created by this Agreement. Contractor shall fully comply with the workers' compensation law regarding Contractor and Contractor's employees. Contractor further agrees to indemnify and hold Agency harmless from any failure of Contractor to comply with applicable workers' compensation laws. Agency shall have the right to offset against the amount of any fees due to Contractor under this Agreement any amount due to Agency from Contractor as a result of Contractor's failure to promptly pay to Agency any reimbursement or indemnification arising under this section.

**10. Confidentiality.** Agency agrees not to use any intellectual property or information related to the Graffiti Tracker system for purposes of development or competition of another Graffiti Tracker system. Upon request, all Agency data shall be returned to Agency upon the termination of this Agreement. Contractor's covenant under this section shall survive the termination of this Agreement.

**11. Conflict of Interest.** Contractor covenants that it presently has no interest and shall not acquire any interest, direct or indirect, which may be affected by the services to be performed by Contractor under this Agreement, or which would conflict in any manner with the performance of its services hereunder.

**12. Indemnification.** Contractor agrees to indemnify, hold harmless and defend Agency and the Redevelopment Agency, and their respective officers, employees, volunteers, and agents serving as independent contractors in the role of Agency or Agency officials, (collectively, "Indemnities"), from any claim, demand, damage, liability, loss, cost or expense, for any damage whatsoever, including but not limited to death or injury to any person and injury to any property, resulting from willful misconduct, negligent acts, errors or omissions of Contractor or any of its officers, employees, or agents.

- a. Agency does not, and shall not, waive any rights that it may possess against Contractor because of the acceptance by Agency, or the deposit with Agency, of any insurance policy or certificate required pursuant to this Agreement.
- b. This hold harmless, indemnification and defense provision shall apply regardless of whether or not any insurance policies are determined to be applicable to the claim, demand, damage, liability, loss, cost or expense. Contractor agrees that Contractor's covenant under this section shall survive the termination of this Agreement.

**13. Cooperation.** In the event any claim or action is brought against Agency relating to Contractor's performance or services rendered under this Agreement, Contractor shall

render any reasonable assistance and cooperation that Agency might require.

#### **14. Termination.**

- a. Agency shall have the right to terminate the services of Contractor at any time for any reason on sixty (60) calendar days written notice to Contractor. In the event this Agreement is terminated by Agency, Contractor shall be paid for services satisfactorily rendered to the last working day this Agreement is in effect, and Contractor shall have no other claim against Agency by reason of such termination, including any claim for compensation.
- b. Contractor shall have the right to terminate this Agreement at any time for any reason on sixty (60) calendar days written notice to Agency, and Contractor shall be paid for services satisfactorily rendered to the last working day this Agreement is in effect.

**15. Notices.** Any notices, bills, invoices, or reports required by this Agreement shall be deemed received on (a) the day of delivery if delivered by hand during receiving party's regular business hours or by facsimile before or during receiving party's regular business hours; or (b) on the second business day following deposit in the United States mail, postage prepaid, to the addresses heretofore below, or to such other addresses as the parties may, from time to time, designate in writing pursuant to the provisions of this section.

#### **Agency:**

City of Paramount  
16400 Colorado Avenue  
Paramount, CA 90723

#### **Contractor:**

Graffiti Tracker Inc.  
2916 S 132<sup>nd</sup> St #311  
Omaha, NE 68144

- 16. Nondiscrimination and Equal Employment Opportunity.** In the performance of this Agreement, Contractor shall not discriminate against any employee, subcontractor, or applicant for employment because of race, color, creed, religion, sex, marital status, national origin, ancestry, age, physical or mental handicap, medical condition or sexual orientation. Contractor will take affirmative action to ensure that employees are treated without regard to their race, color, creed, religion, sex, marital status, national origin, ancestry, age, physical or mental handicap, medical condition, or sexual orientation.
- 17. Assignability; Subcontracting.** Contractor shall not assign, transfer, or subcontract any interest in this Agreement or the performance of any of Contractor's obligations hereunder, without the prior written consent of Agency, and any attempt by Contractor to so assign, transfer, or subcontract any rights, duties, or obligations arising hereunder shall be void and of no effect.
- 18. Compliance with Laws/Licenses.** Contractor shall comply with all applicable laws, ordinances, codes and regulations of the federal, state, and local governments. Contractor shall obtain and maintain all necessary professional licenses for providing the services outlined in this Agreement.
- 19. Non-Waiver of Terms, Rights and Remedies.** Waiver by either party of any one or more of the conditions of performance under this Agreement shall not be a waiver of any other condition of performance under this Agreement. In no event shall the making by Agency of any payment to Contractor constitute or be construed as a waiver by Agency of any breach of covenant, or any default which may then exist on the part of Contractor, and the making of any such payment by Agency shall in no way impair or prejudice any right or remedy available to Agency with regard to such breach or default.
- 20. Attorney's Fees.** In the event that either party to this Agreement shall commence any legal action or proceeding to enforce or interpret the provisions of this Agreement, the prevailing party in such action or proceeding shall be entitled to recover its costs of suit, including reasonable attorney's fees. The venue for any litigation shall be Los Angeles County. In the event of any asserted ambiguity in, or dispute regarding the interpretation of any matter herein, the interpretation of this Agreement shall not be resolved by any rules of interpretation providing for interpretation against the party who causes the uncertainty to exist or against the party who drafted this Agreement or who drafted that portion of the Agreement.
- 21. Exhibits; Precedence.** All documents referenced as exhibits in this Agreement are hereby incorporated in this Agreement. In the event of any material discrepancy between the express provisions of this Agreement and the provision of any Exhibit or document incorporated herein by reference, the provisions of this Agreement shall prevail.
- 22. Entire Agreement.** This Agreement, and any other documents incorporated herein by specific reference, represents the entire and integrated agreement between Agency and Contractor. This Agreement supersedes all prior oral or written negotiations, representations or agreements. This Agreement may not be amended, nor any provision or

breach hereof waived, except in a writing signed by the parties which expressly refers to this Agreement.

**IN WITNESS WHEREOF**, the parties have executed this Agreement as of the date first written above.

**“Agency”**

ATTEST:

City of Paramount

By: \_\_\_\_\_  
Heidi Luce, City Clerk

By: \_\_\_\_\_  
Isabel Aguayo, Mayor

By: \_\_\_\_\_  
John Cavanaugh, City Attorney

**“Contractor”**

By: \_\_\_\_\_  
Timothy M. Kephart

## **EXHIBIT A**

### **SCOPE OF SERVICES**

Contractor shall perform the following services for the City of Paramount:

#### **Responsibilities**

1. Train designated personnel on how to use GPS cameras.
2. Establish graffiti tracking protocols.
3. Train personnel on how to upload graffiti data to the Graffiti Analysis Intelligence Tracking System (GAITS).
4. Provide access to GAITS to all designated personnel twenty-four hours a day, seven days a week until contract ends.
5. On a daily basis, graffiti data will be uploaded to the GAITS system from the City of Paramount staff. Graffiti Tracker Inc. will be responsible for analyzing all of that data and making the results of that analysis available to the GAITS system.
6. Provide training to all designated personnel (Agency staff/law enforcement/District Attorney's Office) on how to utilize the GAITS system.

This contract constitutes a lease for access to the Graffiti Analysis Intelligence Tracking System (GAITS). Permission from the Contract Administrator will be required for anyone to have access to this system. Upon permission being granted for access to the system, a username and password will be given to those individuals and they will be granted an "Operator" level access to the GAITS system. This lease will be in effect for the duration of the contract.

## **EXHIBIT B**

### **SCHEDULE OF FEES**

Contractor will not be required to work on the following ten holidays:

1. January 1 (New Year's Day)
2. The third Monday in January (Dr. Martin Luther King Jr. Day)
3. The third Monday in February (President's Day)
4. March 31st (Cesar Chavez Day)
5. The last Monday in May (Memorial Day)
6. July 4 (Independence Day)
7. The first Monday in September (Labor Day)
8. November 11 (Veteran's Day)
9. The fourth Thursday in November (Thanksgiving Day)
10. December 25 (Christmas Day)

The total contract amount for the twelve-month time period commencing July 1, 2023 and ending June 30, 2024 will be an amount not to exceed \$26,000.00 for up to 800 incidents analyzed monthly.

Effective upon the signing of this contract, an invoice for the amount of \$13,000.00 will be submitted by the Contractor to the Contract Administrator. Payment should be processed and received no later than 30 calendar days from the date invoice was submitted. Future payments will then be invoiced at six-month intervals from start date.

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# ATTACHMENT D

## **AGREEMENT**

**THIS AGREEMENT** is made by and between The Salvation Army, a California corporation, 30840 Hawthorne Blvd., Rancho Palos Verdes, California 90275 ("TSA" or "Contractor"), for its Bell Shelter, and City of Paramount, a California municipal corporation ("City") (collectively, "the parties").

**WHEREAS** TSA desires to secure the services of Contractor and Contractor represents that Contractor possesses the requisite qualifications, experience, and expertise to provide same to TSA,

**WHEREAS** the Contractor represents to City that the information initialed applies to Contractor:

- Type of Entity:     ☐ Individual
- ☐ Sole Proprietorship
- ☒ Corporation,   ☒ nonprofit   ☐ for profit  
                                                         organized under the laws of the State of CA
- ☐ Partnership  
                                                         organized under the laws of the State of

Employer Identification Number, if none, provide Social Security Number: 94-1156347

**NOW THEREFORE**, the parties hereto agree as follows:

1. Scope of Services. Contractor shall provide the services as described in Exhibit A, attached hereto and made a part hereof as though set forth in full.
2. No Partnership. Each party represents that does not intend to create a partnership and the Parties agree that nothing in this agreement shall be construed to create a partnership between the Parties.
3. Independent Contractor Status. Contractor is retained by City as an independent contractor, and not as an employee or agent of City, and shall be wholly responsible for Contractor's work, which work is not directed by City nor under its control.
  - a. Employees furnished by Contractor, if any, shall be deemed solely those of the Contractor and under Contractor's exclusive control, and Contractor shall assume exclusive responsibility for payment of the salaries or wages of said employees, and to satisfy any legal obligations or reports relating to their employment, including but not limited to Social Security, Workers' Compensation, federal or state tax law withholding requirements, tax obligations, and any related reporting requirements.
  - b. All employees of Contractor shall be bound by this Agreement. Neither Contractor nor Contractor's employees shall be entitled to workers' compensation, employee medical plan benefits, or any other employment benefits City provides to its regular full time employees.
  - c. Contractor expressly represents and warrants to City that (1) Contractor is not and shall not be construed to be an employee of City and that Contractor's status shall be that of an independent contractor for which Contractor is solely responsible for Contractor's actions and inaction; and (2) Contractor shall act solely as an independent contractor, not as an employee or agent of City; and (3) Contractor is not authorized to enter into contracts or agreements on behalf of City or to otherwise create obligations of City of any kind to third parties.
4. Term of Contract. The term of this contract shall be from July 1, 2023 to June 30, 2024. Notwithstanding the foregoing, this Agreement may be terminated (a) by either party, in the event of default by fifteen (15) days'

written notice to the defaulting party; or (b) by either Party without cause on thirty (30) days' written notice to Contractor. On termination in either event, Contractor shall cease to perform any additional services. Contractor shall only be paid for any services properly rendered up to the time that notice of termination is served. Termination shall not provide cause to give Contractor a claim for damages for work to be performed after the time that notice of termination is served.

5. Compensation and Payment. City agrees to pay Contractor: *(check only one)*

☒ Contractor's rate of \$57 per bed night, not to exceed a total compensation of 312,075 for the term of this Agreement; or

☐ According to Contractor's hourly rate and/or fee schedule described in Exhibit , attached hereto and made a part hereof as though set forth in full; or

☐ On a reimbursement basis, for eligible costs as described in Exhibit , attached hereto and made a part hereof as though set forth in full. That Exhibit shall also prescribe the manner in which Contractor must submit invoices for such reimbursement, including the schedule for same.

6. Indemnification and Legal Compliance.

- a. Contractor shall defend, indemnify, and hold City harmless from and against any and all claims, actions, suits, fines, penalties, judgments, liabilities or costs of any kind, including attorney's fees and other litigation expenses, for any injury or damage to any person or property whatsoever arising out of or in connection with Contractor's acts or omissions in its performance of or failure to perform Contractor's obligations under this Agreement to the maximum extent allowable under the law, except to the extent that it arises from the negligence or willful misconduct of City.
- b. The provisions of this Article shall survive the expiration or termination of this Agreement with respect to any claims or liability occurring prior to such expiration or termination.
- c. Contractor agrees to and represents and warrants to City that it will abide by any and all laws, regulations, or other legal requirements applicable to its performing the services described herein to City.

7. Insurance.

- a. Contractor shall obtain and maintain throughout the term of this Agreement policies of insurance as required by law and described more particularly below:

☒ Commercial General Liability insurance; said policy shall be written with limits no less than \$1,000,000 per occurrence and \$1,000,000 general aggregate.

☒ Automobile Liability insurance; said policy shall be written with a combined single limit no less than \$1,000,000.

☒ Worker's Compensation insurance shall be written with limits in conformity with the laws of the state in which services are performed.

☒ Professional Liability insurance; said policy shall be written with limits no less than \$1,000,000 per claim.

- b. All policies must

- i. be from qualified insurance carriers who are A.M. Best Company rated no less than "Secure Rating" of A- or better, and "Financial Size Category";

- ii. be primary and noncontributory as to coverage which requires additional insured endorsement as described above;
    - iii. contain a waiver of subrogation rights by the insurer;
    - iv. be on an occurrence form, with the exception of Workers' Compensation.
  - c. Upon the execution of this Agreement, Contractor shall furnish to City all certificates of insurance and additional insured endorsements evidencing the required coverage on execution of this Agreement. Contractor shall maintain the following coverage with no less than the limits of liability specified throughout the term of this Agreement.
  - d. The certificates of insurance shall provide that there can be no cancellation or reduction of coverage with at least 30 days' prior written notice to City. If such notice of cancellation is given, Contractor shall be required to obtain the same coverage prior to expiration of any other coverage and shall provide City with written proof of having obtained such coverage.
8. Additional Provisions. Contractor acknowledges that this Agreement ☐ is ☒ is not subject to the provisions of one or more Agreements for funding, attached hereto as Exhibit(s) N/A and made a part hereof as though set forth in full, which Contractor represents that Contractor has read, and Contractor agrees to comply with such provisions. Initials \_\_\_\_\_/\_\_\_\_\_.
  9. Reports and Auditing. Contractor, when requested, shall provide written reports to City with respect to the services rendered hereunder; and Contractor agrees that any documents prepared for TSA within the scope services shall be the sole and exclusive property of City. Contractor agrees to make available all records necessary to verify Contractor's compliance with this Agreement, including, but not limited to schedules, wage records, payment records, receipts, and financial statements, upon reasonable written notice, or as required by law.
  10. Confidentiality. Contractor agrees to abide by any requests for confidentiality that City should make, provided that the requests are specific and directed to particular services or documents, including correspondence and emails. Contractor understands that any proprietary information provided by City to Contractor shall be treated as confidential unless City otherwise releases Contractor from confidentiality, and Contractor will not publish the same to any third-party without the express consent of City.
  11. Subcontracting and Assignment. Contractor may not subcontract or assign any right or obligation this Agreement to any third party without the prior express written consent of City.
  12. No Third Party Beneficiary. This Agreement is made solely for the benefit of the Parties, including their respective successors and assigns subject to the terms of this Agreement, and no other person or entity may have or acquire any right by virtue of this Agreement.
  13. Conflict of Interest. Contractor shall timely disclose to City any relationship with any third-party creating a potential conflict of interest, including other employment relationships, contracts, family and business associations by which Contractor benefits, directly or indirectly, or has an interest, financial or otherwise. Contractor represents that there is no actual conflict of interest between the Contractor's engagements, employments, familial or contractual relationships with third-parties and City.
  14. Governing Law. This Agreement shall be governed according to the laws of the state in which services are performed.
  15. Entire Agreement. This Agreement constitutes the entire understanding between the parties hereto and supercedes all previous agreements, promises, representations, understanding and negotiations, whether written or oral, including without limitation any previous version of this or any other document, signed or unsigned, including correspondence and emails. Any revisions to this Agreement shall be in writing and executed and dated by both parties hereto.

16. Severability. If any provision herein shall be held to be invalid or unenforceable for any reason, the remaining provisions shall continue to be valid and enforceable. If a court finds that any provision of this Agreement is invalid or unenforceable, but by limiting such provision it would become valid and enforceable, then such provision shall be deemed to be written, construed, and enforced as so limited.

17. Notices. Written notice by either party to the other shall be effective three business days after mailing by registered mail to:

If to TSA:

The Salvation Army Bell Shelter

Attn: Paula Del Pozo

5600 Rickenbacker Road, Bldg. 2A/B

Bell, Ca 90201

with copy to

The Secretary for Business Administration

The Salvation Army

30840 Hawthorne Blvd.

Rancho Palos Verdes, California 90275

If to Contractor:

City of Paramount

Attn: Margarita Matson, Public Safety Director

15001 Paramount Blvd.

Paramount, CA 90723

**IN WITNESS WHEREOF**, the parties hereto have executed this Agreement on the date last below written:

THE SALVATION ARMY

a California corporation

By: \_\_\_\_\_

Its: \_\_\_\_\_

Attest: \_\_\_\_\_

Its: \_\_\_\_\_

Dated: \_\_\_\_\_

\_\_\_\_\_

Contractor

By: \_\_\_\_\_

Its: \_\_\_\_\_

Dated: \_\_\_\_\_

H:\MANAGEMENT\WP\COUNCIL REPORTS\BELL SHELTER CONTRACTOR AGREEMENT FY 23-24.DOC

JUNE 27, 2023

APPROVAL OF AMENDED AND RESTATED PROFESSIONAL SERVICES  
AGREEMENT WITH KILEY & ASSOCIATES, LLC FOR FEDERAL  
LEGISLATIVE ADVOCACY SERVICES

MOTION IN ORDER:

AUTHORIZE THE CITY MANAGER TO ENTER INTO AN AMENDED AND  
RESTATED PROFESSIONAL SERVICES AGREEMENT WITH KILEY &  
ASSOCIATES, LLC FOR FEDERAL LEGISLATIVE ADVOCACY  
SERVICES FOR A THREE-YEAR TERM ENDING JUNE 30, 2026 IN AN  
AMOUNT NOT TO EXCEED \$126,000, WITH THE OPTION TO EXTEND  
THE AGREEMENT BY TWO ONE-YEAR TERMS IN THE AMOUNT OF  
\$42,000 PER YEAR.

|                                   |                        |
|-----------------------------------|------------------------|
| <u>MOTION:</u>                    | <u>ROLL CALL VOTE:</u> |
| MOVED BY: _____                   | AYES: _____            |
| SECONDED BY: _____                | NOES: _____            |
| <input type="checkbox"/> APPROVED | ABSENT: _____          |
| <input type="checkbox"/> DENIED   | ABSTAIN: _____         |



**To:** Honorable City Council  
**From:** John Moreno, City Manager  
**By:** Andrew Vialpando, Assistant City Manager  
**Date:** June 27, 2023

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**Subject: APPROVAL OF AN AMENDED AND RESTATED PROFESSIONAL SERVICES AGREEMENT WITH KILEY & ASSOCIATES, LLC FOR FEDERAL LEGISLATIVE ADVOCACY SERVICES**

## **BACKGROUND**

The City of Paramount has a strong advocacy program which protects the City's legislative interests at the State and Federal levels. With Congressional and State priorities constantly changing, it behooves local agencies to procure legislative advocacy services to assist with securing grants, discretionary funding, and services to advance legislative agendas. The City's legislative agenda is reflected in its Legislative Platform, which serves as a valuable framework when taking a position on issues that affect the City.

The City entered into a one-year agreement with Kiley & Associates, LLC in July 2022 for federal legislative advocacy services as a pilot program. The terms of the agreement are \$3,333 per month expiring June 30, 2023.

## **DISCUSSION**

Over the last year, Kiley & Associates has been instrumental in administering several federal initiatives for the City, including navigating staff through several Congressional Community Project Funding programs, advocating for the City with the Federal Aviation Administration (FAA) regarding a wing-tip tax, and establishing relationships with Congressional staff.

In 2021, Senator Diane Feinstein appropriated \$20 million for the City in Water Resources Development Act (WRDA) funding to build a municipal water treatment facility over the next six years. Kiley and Associates, LLC will continue to guide the City in requesting complex annual funding appropriations to bring the project to fruition. The complex process administered by the U.S. Army Corps of Engineers requires specialized federal advocacy to carryout annual meetings with legislators and federal appropriations through legislation.

To advance these important efforts, staff recommends that the City Council extend its agreement with Kiley & Associates, LLC for federal legislative services. If approved, staff will work with the City Attorney to draft an Amended and Restated Professional Services Agreement.

### **FISCAL IMPACT**

Staff is recommending a three-year agreement with the option to extend for two additional one-year terms. The new monthly rate will be \$3,500, or \$42,000 per year. The total contract will not exceed \$126,000 over the initial three-year period, and will not exceed \$42,000 per year if extended. Kiley and Associates, LLC may request an increase at the end of the third year in writing to the City Manager, subject to approval by the City Council.

### **VISION, MISSION, VALUES, AND STRATEGIC OUTCOMES**

The City's Vision, Mission, and Values set the standard for the organization; establish priorities, uniformity and guidelines; and provide the framework for policy decision making. The Strategic Outcomes were implemented to provide a pathway to achieving the City's Vision. This item aligns with all Strategic Outcomes.

### **RECOMMENDED ACTION**

It is recommended that the City Council authorize the City Manager to enter into an Amended and Restated Professional Services Agreement with Kiley & Associates, LLC for Federal Legislative Advocacy Services for a three-year term ending June 30, 2026 in an amount not to exceed \$126,000, with the option to extend the Agreement by two one-year terms in the amount of \$42,000 per year.

JUNE 27, 2023

AMENDED AND RESTATED SERVICE AGREEMENT WITH SOUTHWEST  
PATROL, INC. FOR PARK SUPERVISION AND SECURITY SERVICES

MOTION IN ORDER:

APPROVE THE AMENDED AND RESTATED SERVICE AGREEMENT  
WITH SOUTHWEST PATROL, INC. FOR PARK SUPERVISION AND  
SECURITY SERVICES IN AN AMOUNT NOT TO EXCEED \$175, 690, 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:** David Johnson, Community Services Director  
Rebecca Bojorquez, Management Analyst  
**Date:** June 27, 2023

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**Subject: AMENDED AND RESTATED SERVICE AGREEMENT WITH SOUTHWEST PATROL, INC. FOR PARK SUPERVISION AND SECURITY SERVICES**

## **BACKGROUND**

At the May 23, 2023, the City Council meeting, City Council approved a service agreement with Southwest Security to provide park patrols and customer service contact as part of the Community Services Department's park supervision services. The initial service agreement included replacing the current level of service previously provided by another security firm. However, with the new fiscal year, staff is recommending expanding Southwest Patrol's hours to include additional park patrolling and metal detector screening at City Council meetings.

## **DISCUSSION**

Southwest Patrol started their patrol services in Paramount on June 5, 2023. They have been assisting in opening and closing field space for youth leagues, patrolling City parks, reporting any graffiti and security issues, and acting as customer service ambassadors for patrons renting shelters and anyone on the parks with questions.

Given the positive interactions and professionalism with Southwest Patrol, in addition to positive references from the City of Bellflower and the City of Lakewood, staff is recommending expanding Southwest Patrol's hours during the week to have more of a presence at City Parks. Currently, Southwest Patrol works Monday – Friday evenings, 5:00 p.m. to 9:30 p.m., and Saturdays and Sundays, 7:00 a.m. to 8:00 p.m., to assist the Community Services Department with park supervision services. To increase their presence, staff is requesting that Southwest Patrol expand their hours Monday – Friday to include 1:00 p.m. – 4:30 p.m. to provide park patrols, working closely with Public Safety to report any graffiti and security issues. The guard would take a 30-minute break and then report to the City Yard to continue their park supervision duties.

For the past five years, Paramount has had a dedicated Park Deputy under the Special Assignment Team. After much consideration, Public Safety has decided to revamp that position into a "Special Problems Deputy," in which the officer would coordinate probation/parole searches, park patrols, business watch meetings, and address quality of life concerns. The Special Problems Deputy would be tasked to work directly with

Southwest Patrol to ensure that each park receives personalized attention and all public safety concerns are mitigated. The Deputy would serve as a liaison between the City and Southwest Patrol to ensure all municipal codes are adhered to and all City Parks remain a safe environment.

Additionally, due to increased security measures, staff is also recommending Southwest Patrol expand their current service levels to provide a uniformed guard to assist with metal detector screenings at City Council meetings beginning in July 2023. Southwest Patrol would have a uniformed guard conducting the security screenings at every City Council meeting and assisting the Los Angeles County Sheriff's Department and Public Safety personnel as directed.

### **FISCAL IMPACT**

There is currently no additional fiscal impact to the City. Funding for this service was included in the FY 2023-24 budget. The cost for park supervision is \$113,490. The cost for park patrol is \$40,950. The cost for metal detector screening services is \$5,280. The total cost for all three components is \$159,720 and staff has included a 10% contingency of \$15,970, bringing the total of the agreement to not exceed \$175,690. A contingency is necessary to provide flexibility to staff to provide security services beyond the proposed contract hours to address specific issues or concerns as they may arise.

### **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 amended and restated service agreement with Southwest Patrol, Inc. for park supervision and security services in an amount not to exceed and authorize the Mayor or her designee to execute the agreement of \$175,690.

**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 27<sup>th</sup> day of June, 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, park patrol services, and metal detector screening 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 the 1<sup>st</sup> day of July, 2023, and shall continue for a period of 1 year or until such time that either party gives written notice of termination in accordance with those provisions set forth in Section P. This Agreement may be extended by written agreement of both parties for additional 1-year operating periods following the conclusion and review of each preceding annual operating period.

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 and attached herein as Exhibit A and CONTRACTOR's Proposal dated June 9, 2023 attached herein as Exhibit B. In the event of any conflict between the provisions of this AGREEMENT and Exhibits A & B, the terms of this AGREEMENT shall prevail.

D. COMPENSATION. During the term of this AGREEMENT, the CITY shall compensate the CONTRACTOR for all services and duties performed. The total compensation to be paid under this Agreement shall not exceed \$175,690.

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 authorized by the Community Services Director or designee or the Public Safety Director or designee, as applicable, and 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: Park Supervision Services  
City of Paramount  
Director of Community Services  
David Johnson  
16400 Colorado Avenue  
Paramount, CA 90723

Park Patrol & Metal Detector Services  
City of Paramount  
Director of Public Safety  
Margarita Matson  
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: \_\_\_\_\_  
Isabel Aguayo, Mayor

By: \_\_\_\_\_  
Mike Gagon, Operations  
Manager

**ATTEST:**

By: \_\_\_\_\_  
Heidi Luce, City Clerk

**APPROVED AS TO FORM:**

By: \_\_\_\_\_  
John E. Cavanaugh, City Attorney

**Exhibit A**  
**June 9, 2023**

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.

A. Park Supervision Services (Unarmed Uniformed Security Officer + Marked Vehicle)

1. July 2023 – June 2024
2. Monday – Friday, 5:00 p.m. – 9:30 p.m.
3. Saturday – Sunday, 7:00 a.m. – 8:00 p.m.
4. 1 Guard @ \$45/Hour, 2,522 Hours = \$113,490

B. Park Patrol Services (Unarmed Uniformed Security Officer + Marked Vehicle)

1. July 1, 2023 – June 30, 2024
2. Monday – Friday, 1:00 p.m. – 4:30 p.m.
3. 1 Guard @ \$45/Hour, 910 Hours = \$40,950

C. Metal Detector Screening Services (Unarmed Uniformed Security Officer)

1. July 2023 – June 2024
2. Second and Fourth Tuesday, Monthly
3. Twice Monthly, Minimum 4 Hour Shift
4. 1 Guard @ \$55/Hour, 96 Hours = \$5,280

TOTAL COMPENSATION - \$159,720

CONTINGENCY - \$15,970

TOTAL NOT TO EXCEED PER YEAR – \$175,690

JUNE 27, 2023

AGREEMENT

APPROVAL OF ANIMAL LICENSING AND CANVASSING SERVICES  
AGREEMENT BY AND BETWEEN THE CITY OF PARAMOUNT AND THE  
SOUTHEAST AREA ANIMAL CONTROL AUTHORITY.

MOTION IN ORDER:

APPROVE THE ANIMAL LICENSING AND CANVASSING SERVICES  
AGREEMENT BY AND BETWEEN THE CITY OF PARAMOUNT AND THE  
SOUTHEAST AREA ANIMAL CONTROL AUTHORITY IN AN AMOUNT NOT  
TO EXCEED \$59,850.00 FOR FISCAL YEAR 2023-2024.

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:** June 27, 2023

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**Subject: APPROVAL OF ANIMAL LICENSING AND CANVASSING SERVICES AGREEMENT BY AND BETWEEN THE CITY OF PARAMOUNT AND THE SOUTHEAST AREA ANIMAL CONTROL AUTHORITY**

## **BACKGROUND**

In 1984, the City of Paramount joined the Southeast Area Animal Control Authority (SEAACA) as a member city. SEAACA was established in 1975 under a Joint Powers Agreement to improve the level of service, care for animals, and humane education provided by private and public animal welfare agencies in the region. The Authority is an independent unit of government governed by a Board of Commissioners. SEAACA provides shelter for lost animals, access to spay and neuter services, vaccination clinics, and enforcement of state and local laws concerning animal leashing, licensing, and cruelty. SEAACA serves the cities of Bell Gardens, Bellflower, Buena Park, Downey, Lakewood, La Palma, Montebello, Norwalk, Pico Rivera, Santa Fe Springs, South El Monte, South Gate and Vernon.

California Law requires all dogs over the age of four months to be licensed annually with a valid rabies vaccination for the entire licensing period. Currently, SEAACA provides animal control services, however, the City handles all dog licensing responsibilities for dog owners in Paramount. This responsibility entails issuing dog licenses, accepting license payments, and registering/renewing dog license information into SEAACA's "Paw-Trax" database. For Paramount, the licensing process is only available via mail or in-person at City Hall or payments can be made at the SEAACA office where SEAACA staff then delivers the payments to City Hall for processing.

## **DISCUSSION**

Staff has recently researched the option of having SEAACA assume responsibility for all licensing activities, which would include selling year-round licenses to Paramount dog owners. The licensing service includes the use of the new online solution called DocuPet, which provides pet owners the ability to license and manage their pet's registration information online, including online payments using a credit card or debit card. DocuPet was brought on board by SEAACA to simplify and improve pet licensing. This streamlined software solution makes it easy for SEAACA to deliver a successful pet licensing program. The cities of Bell Gardens, Bellflower, Buena Park, Downey, Lakewood, La Palma, Montebello, Pico Rivera, South El Monte, and South Gate currently offer DocuPet for residents in their cities.

Participating in DocuPet would require the City to enter into a 3-year service agreement (Attachment A) in which SEAACA would assume all licensing responsibilities and activities on behalf of the City. The cost for services will be set for the first year of the agreement with annual written notice of any increases. For FY 2023-24, the cost of providing licensing services is \$28,000. The cost of conducting a full canvass of up to 800 hours to determine if any dogs are not properly licensed is \$31,850. Each year, the City may elect whether or not to conduct canvassing. The implementation plan for DocuPet takes approximately 90 days. It is estimated that if the City executes an agreement with SEAACA for DocuPet, SEAACA will begin processing licenses in Paw-Trax effective July 1, 2023, until implementation of DocuPet is completed and available to the residents around September 2023.

### **Options Included in the New Licensing Services**

Should the City Council approve this agreement for animal licensing, pet owners would have the following three options to purchase or renew their pet license:

#### DocuPet

- Using a cellphone, tablet, computer, or the City Hall Kiosk, residents can create a profile for their dog, upload any necessary documents, process their license registration, and receive purchase confirmations via email, including online payments.

#### SEAACA Office

- SEAACA will process the City's animal license using their DocuPet system instead of the old Paw-Trax system. Residents continue to have the option to process and submit payments and dog licensing registration/renewal information in person at the SEAACA office in Downey.

#### City Hall Dropbox

- For residents without digital access or who elect to not use the online DocuPet, the City will provide a drop box at the City Hall lobby to submit mailed payments (check/money order) and dog licensing registration/renewal information. SEAACA will pick up these payments to process at their location.

### **FISCAL IMPACT**

The City projects a guaranteed annual revenue of \$87,000 to be collected from dog licensing fees. If license fees collected by SEAACA exceed \$113,000, 50% of the overage shall be retained by SEAACA and 50% shall be returned to the City.

The FY 2023-24 cost for SEACCA to provide these services totals \$59,850, which includes \$31,850 for canvassing and \$28,000 for licensing expenses. The cost of services for the first year is included in the Fiscal Year 2023-24 proposed budget in the General Fund.

The chart below shows the five-year history of animal license revenue. Following Fiscal Year 2020-21, animal license revenue has declined partly due to the COVID-19 pandemic and the lack of animal license canvassing, which has not been conducted since 2020.

|                        | FY 2018-19<br>Actual | FY 2019-20<br>Actual | FY 2020-21<br>Actual | FY 2021-22<br>Actual | FY 2022-23<br>YTD | FY 2023-24<br>Projected |
|------------------------|----------------------|----------------------|----------------------|----------------------|-------------------|-------------------------|
| Animal License Revenue | \$138,402            | \$107,691            | \$84,128             | \$69,127             | \$48,160          | \$87,000                |

## 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. 1 Safe Community and No. 6: Efficient, Effective, and Fiscally Responsible*.

## **RECOMMENDED ACTION**

It is recommended that the City Council approve the animal licensing and canvassing services agreement by and between the City of Paramount and the Southeast Area Animal Control Authority in an amount not to exceed \$59,850.00 for Fiscal Year 2023-24.

## **Attachment A – Professional Services Agreement**

# ATTACHMENT A

## **AGREEMENT FOR ANIMAL LICENSING AND CANVASSING SERVICES**

**THIS AGREEMENT** (“Agreement”) is made and entered into this \_\_\_ day of June 2023, between the City of Paramount, a municipal corporation in Los Angeles County, California, (hereinafter "CITY") and the Southeast Area Animal Control Authority (SEAACA), a Joint Powers Authority, with its primary office located at 9777 SEAACA Street, Downey, CA 90241 (hereinafter "CONSULTANT") (collectively, "the Parties").

### **RECITALS**

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

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

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

#### **1. DESCRIPTION OF SERVICES**

CONSULTANT shall perform animal licensing and canvassing services as more particularly described in CONSULTANT’S proposals attached hereto as Exhibit “A,” and incorporated herein by reference as if fully set forth. In the event of any conflict between CONSULTANT’S proposals and this Agreement, the terms of this Agreement shall apply.

#### **2. COMPENSATION**

- (a) Except as otherwise provided herein, CITY agrees to pay CONSULTANT as described in CONSULTANT’S proposal attached hereto as Exhibit “A.”
- (b) CONSULTANT will submit invoices for actual services performed. Invoices shall be submitted on or about the first business day of each month, or as soon thereafter as practical, for services provided in the previous month. Payment shall be made within thirty (30) days of receipt of each invoice as to all non-disputed fees. If the CITY disputes any of CONSULTANT's fees, it shall give written notice to CONSULTANT within thirty (30) days of receipt of an invoice of any disputed fees set forth on the invoice.

### 3. MATERIALS AND SUPPLIES

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

### 4. INDEPENDENT CONTRACTOR

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

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

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

5. TERM OF AGREEMENT

The term of this Agreement shall be from July 1, 2023 to June 30, 2026 in which the Agreement is fully executed between the CITY and CONSULTANT or upon reaching the "not-to-exceed" compensation amount, whichever occurs first. This Agreement may be terminated by giving written notice to the other party of that party's intention to so terminate. This Agreement shall be terminated thirty (30) days from and after the date of delivery or mailing of a notice of cancellation by either party, unless the notice specifies otherwise.

6. TERMINATION OF AGREEMENT WITHOUT CAUSE

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

7. DEFAULT

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

8. AMENDMENT

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

agreed upon by and between CITY and CONSULTANT, shall be set forth in written amendments to this Agreement.

9. NONDISCRIMINATION

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

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

10. INDEMNIFICATION

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

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

11. LEGAL RESPONSIBILITIES

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

## 12. INSURANCE

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

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

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

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

### (b) General Provisions.

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

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

(iii) The limits of insurance required in the Agreement may be satisfied by a combination of primary and umbrella or excess insurance. Any umbrella or excess insurance shall contain or be endorsed to contain a provision that such coverage shall also apply on a primary and non-contributory basis for the benefit of the CITY (if agreed to in a written contract) before the CITY's own insurance or self-insurance shall be called upon to protect it as a named insured.

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

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

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

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

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

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

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

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

or CONSULTANT shall procure a bond guaranteeing payment of losses and related investigations, claim administration and defense expenses.

Policies containing any self-insured (SIR) provision shall provide or be endorsed to provide that the SIR may be satisfied by either the named insured or the CITY. The CITY reserves the right to obtain a full certified copy of any insurance policy and endorsements. Failure to exercise this right shall not constitute a waiver of the right to exercise later.

## 13. NOTICES

Any notices which either party may desire to give to the other party under this Agreement must be in writing and may be given either by:

- (i) personal service,
- (ii) delivery by a reputable document delivery service (e.g., Federal Express), which provides a receipt showing date and time of delivery, or
- (iii) United States mail, certified mail, postage prepaid, return receipt requested, addressed to the party as set forth below or at any other address as that party may later designate by notice:

To CITY: City of Paramount  
16400 Colorado Blvd.  
Paramount, CA 90723

To CONSULTANT: Southeast Area Animal Control Authority  
9777 SEAACA Street  
Downey, CA 90241

## 14. ASSIGNMENT

(a) CONSULTANT shall not assign the performance of this Agreement, nor any part thereof, nor any monies due hereunder, without prior written consent of the CITY. Due to the personal nature of the services to be rendered pursuant to this Agreement, only CONSULTANT shall perform the services described in this Agreement.

(b) CONSULTANT may use assistants, under CONSULTANT's direct supervision, to perform some of the services under this Agreement. CONSULTANT hereby agrees to be solely responsible for any assistant used under this Agreement and each assistant is bound by the terms of this Agreement. CONSULTANT shall have each assistant confirm in writing they are familiar with the terms of this Agreement and agrees to be bound by the terms and conditions set forth herein.

## 15. PERMITS AND LICENSES

CONSULTANT will obtain and maintain during the term of this Agreement all necessary permits, licenses, and certificates that may be required in connection with the performance of services under this Agreement.

16. CITY BUSINESS LICENSE

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

17. GOVERNING LAW

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

18. ENTIRE AGREEMENT

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

19. SEVERABILITY

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

20. AUTHORITY TO EXECUTE THIS AGREEMENT

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

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

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

Southeast Area Animal Control Authority

BY: \_\_\_\_\_

Title: \_\_\_\_\_

CITY OF PARAMOUNT  
A Municipal Corporation

By: \_\_\_\_\_  
John Moreno  
City Manager

RECOMMENDED BY:

\_\_\_\_\_  
Kim Sao  
Finance Director

APPROVED AS TO FORM:

\_\_\_\_\_  
John E. Cavanaugh  
CITY ATTORNEY



March 8, 2023

## **Exhibit A: Scope of Work**

**SEAACA assume responsibility for all licensing activities and will sell year round licenses. Cost for services shall be set for the first year of the Agreement with annual written notice of any increases.**

- City of Paramount agrees to allow SEAACA to conduct a canvass up to 800 hours (@ \$39.81 per hour) at a cost of \$31,850.00.
- SEAACA Internal Expenses shall be \$28,000.00 (renewal letters, delinquent letters, delinquent postcards, postcards, license department notices & miscellaneous mailings plus Clerical duties/administration services).
- Total cost for the CITY shall be \$59,850.00 (CITY Canvass \$31,850.00 + SEAACA Internal Expenses \$28,000.00 = \$59,850.00).
- CITY projected revenue goal shall be \$87,000.00
- If license fees collected by SEAACA exceed \$113,000.00, 50% of the overage shall be retained by SEAACA and 50% shall be returned to the CITY, following the close of the fiscal year.

9777 Seaaca St.  
Downey, CA 90241  
(562) 803-3301 \*FAX (562) 803-3376  
[www.seaaca.org](http://www.seaaca.org)

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Serving: Bellflower, Bell Gardens, Buena Park, Downey, La Palma, Lakewood, Montebello, Norwalk, Paramount, Pico Rivera, Santa Fe Springs, South El Monte, South Gate, Vernon