

**AVALON CITY COUNCIL MEETING WILL ALSO INCLUDE A MEETING OF THE
CITY COUNCIL ACTING AS THE SUCCESSOR AGENCY TO THE
AVALON COMMUNITY IMPROVEMENT AGENCY
TUESDAY, APRIL 15, 2014 – 6:00 P.M.
CITY COUNCIL CHAMBERS
410 AVALON CANYON ROAD, AVALON
A G E N D A**

In compliance with the Americans with Disability Act, if you need special assistance to participate in this meeting, please contact Denise Radde, City Clerk (310) 510-0220. Notification 48 hours prior to the meeting will enable the City to make reasonable arrangements to ensure accessibility to this meeting. (28 CFR 35. 102-35.104 ADA Title II). All public records relating to an agenda item on this agenda are available for the public inspection at the time the records are distributed to all, or a majority of all, members of the City Council. Such records shall be available at City Hall located at 410 Avalon Canyon Rd.

CALL TO ORDER / PLEDGE OF ALLEGIANCE / INVOCATION / ROLL CALL

ANNOUNCEMENTS / WRITTEN COMMUNICATIONS

PRESENTATION

1. An update on Phase 2 Water Rationing rules and regulations will be given by Hilda Marella Delgado, Southern California Edison, Regional Public Affairs.

2. An update on the Southern California Edison vault replacement project will be given. City Council at the December 17, 2013 meeting approved an encroachment permit for the replacement of two underground electrical vaults located on lower and upper Metropole Avenue. Council stated that if the project was not completed by April 15, 2014 they wanted Edison to come back with an update.

ORAL COMMUNICATION

Members of the public may address the City Council at this time. No action will be taken on non-agenda items at this meeting. Speakers should limit comments to three (3) minutes each.

CONSENT CALENDAR

All items listed on the Consent Calendar are considered to be routine by the Council and will be enacted with one motion. There will be no separate discussion of these items unless a specific item is removed from the Consent Calendar for further discussion and possible action.

1. Actions
Although the live recording is the official record of public meetings, actions are prepared for the Council's approval.
Recommended Action
Approve actions from the April 1, 2014 City Council meeting.

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2. Expenditures Submitted for Approval

- Warrants in the amount of \$591,793.24
- Payroll in the amount of \$190,213.23

Recommended Action

Approve total expenditure amount of \$782,006.47.

3. Resolution Reciting the Facts of the April 8, 2014 General Municipal Election

Upon completion of the canvass and before installing the new officers to City Council, the Council needs to adopt a resolution reciting the facts of the election.

Recommended Action

Adopt resolution reciting the facts of the General Municipal Election held on Tuesday, April 8, 2014.

4. Resolution Approving Participation in the Los Angeles Urban County Community Development Block Grant Program

This program provides the City formula funding for Community Development Block Grant Programs. The City develops the programs to assist low-income residents in the community.

Recommended Action

Adopt resolution approving participation in the Los Angeles Urban County Community Development Block Grant Program beginning July 1, 2015 and authorize the City Manager to sign the cooperation agreement with the County of Los Angeles.

******The fifth item on Consent Calendar is the “City of Avalon acting as the Successor Agency to the Avalon Community Improvement Agency”.**

5. Emergency Repairs to Crescent Avenue Storm Drain Phase 2- Update (Lower Terrace Strengthening and Utility Protection Project)

The Successor Agency previously approved a Change Order/Emergency Repairs to Crescent Avenue to allow for the safe transport of heavy construction equipment. All vehicles weighing over 17,000 lbs. will continue to use an alternate route until this project is complete.

Recommended Action

Allow staff to continue making emergency repairs on the other half of Crescent Avenue, Phase 2. (A Four-Fifths vote required.)

GENERAL BUSINESS

6. Presentation of Proclamations to the Out-Going City Council Members

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7. Seating of the Newly Elected Officials
The City Clerk will administer the Oath of Office to the newly elected Mayor, Anni Marshall and City Councilmembers, Cinde MacGugan-Cassidy and Joe Sampson.

8. Appointing a Mayor Pro-Tem
The City Clerk will call for nominations for Mayor Pro Tem. If there is more than one nomination, voting for those nominated will be conducted. The person receiving the most votes will be declared the Mayor Pro Tem.

9. Audit Committee
There are two members of City Council that sit on the audit committee. Their job is to review all warrants that go before the City Council for approval.
Recommended Action
Appoint two members of the City Council to serve as the Audit Committee.

10. Avalon Municipal Hospital Board of Trustees
City Council appoints itself to serve as the Hospital Board of Trustees and appoints one of its members to serve as the Chairman..
Recommended Action
Appoint the City Council to serve as the Avalon Municipal Hospital Board of Trustees and appoint a Chairman of the Board.

CITY MANAGER REPORT

CITY ATTORNEY REPORT

COUNCILMEMBER REPORTS

MAYOR REPORT

ADJOURN

NOTICE OF POSTING

I, Denise Radde, declare that the City Council Agenda for April 15, 2014 was posted Friday, April 11, 2014, on the City's website www.cityofavalon.com, and at City Hall, 410 Avalon Canyon Road. Copies of agendas and staff reports are available at City Hall.



Denise A. Radde, City Clerk / Chief Administrative Officer

CITY COUNCIL

MEETING DATE: April 15, 2014

AGENDA ITEM: 1

ORIGINATING DEP: City Clerk

CITY MANAGER: BH

PREPARED BY: Denise Radde, City Clerk

SUBJECT: City Council Actions

RECOMMENDED ACTION(S):

Approve City Council Actions from the regular City Council meetings on April 1, 2014.

REPORT SUMMARY:

Although the live recording is the official record of public meetings, actions are prepared for the Council's approval.

FISCAL IMPACTS:

N/A

CONSEQUENCES OF NOT FOLLOWING RECOMMENDED ACTION:

N/A

FOLLOW UP ACTION:

File actions in the City Clerk's office.

ADVERTISING, NOTICE AND PUBLIC CONTACT:

This item was properly listed on the posted agenda.

ATTACHMENTS:

City Council Actions will be provided under separate cover.

AVALON CITY COUNCIL

MEETING DATE: April 15, 2014

AGENDA ITEM: 2

ORIGINATING DEPT: Finance

CITY MANAGER: BH

PREPARED BY: Ben Harvey, City Manager

SUBJECT: Warrant List

RECOMMENDATION(S): Approve the warrants in the amount of \$591,793.24 and the payroll in amount of \$190,213.23 for a total expenditure amount of \$782,006.47.

REPORT SUMMARY: Attached you will find the warrant list for all general warrants issued for the the dates as indicated drawn on U.S. Bank. The warrant list represents check numbers #18020 - #18106 in the amount of \$591,793.24 for a total expenditure amount of \$591,793.24.

Also represented is the payroll dated April 4, 2014 in the amount of \$190,213.23 for a total expenditure amount of \$190,213.23.

FISCAL IMPACT: There are sufficient funds available, and the expenditures have been approved in the adopted fiscal year 13/14 budget.

CONSEQUENCES OF NOT FOLLOWING RECOMMENDED ACTION(S): N/A

FOLLOW UP ACTION(S): N/A

ADVERTISING, NOTICE AND PUBLIC CONTACT: Agenda Posting

ATTACHMENTS: Audit Certificate and Warrant List

RECORD OF CHECKS DRAWN ON MARCH 18 AND MARCH 28, 2014 FOR CM OF 04/15/14

MONTH OF APRIL

US BANK WARRANT #18020	\$2,349.95	3/18/2014
US BANK WARRANT #18021 - 18106	\$589,443.29	3/28/2014
US BANK WARRANT #	\$0.00	
US BANK WARRANT	\$0.00	
EFT TO BOE - FUEL DOCK SALES TAX	\$0.00	
		\$591,793.24
PAYROLL DATED April 8, 2014	\$190,213.23	
PAYROLL DATED	\$0.00	
		\$190,213.23
TOTAL DISBURSEMENTS	\$782,006.47	\$782,006.47

CERTIFICATE

IN ACCORDANCE WITH SECTION 32702
OF THE GOVERNMENT CODE, I CERTIFY
THAT THE ABOVE DEMANDS ARE ACCURATE
AND THAT FUNDS ARE AVAILABLE FOR
PAYMENT.

I CERTIFY UNDER PENALTY OF PERJURY
THAT THE FOREGOING IS TRUE AND
CORRECT.

EXECUTED THIS 15TH DAY OF APRIL 2014

APPROVED AND AUDITED
THIS 15TH DAY OF APRIL 2014

AUDIT COMMITTEE - W.F. OLSEN

CITY MANAGER - BEN HARVEY

AUDIT COMMITTEE - RALPH MORROW

WARRANT LIST

AVALON CITY COUNCIL
MEETING OF APRIL 15, 2014

CHECK NUMBER	AMOUNT	PAYEE	DESCRIPTION	
18020	03/18/14	2,349.95	SPECIALITY DOORS	RE-ISSUE OF VOIDED CHECK
18021	03/28/14	266.80	AMERIFLEX	VOID - PRINTER ERROR
18022	03/28/14	-	NO VENDOR	VOID - PRINTER ERROR
18023	03/28/14	156.58	NO VENDOR	VOID - PRINTER ERROR
18024	03/28/14	145.00	A-THRONE	VOID - PRINTER ERROR
18025	03/28/14	-	NO VENDOR	VOID - PRINTER ERROR
18026	03/28/14	1,764.61	AVALON MOORING & DIVING	VOID - PRINTER ERROR
18027	03/28/14	-	NO VENDOR	VOID - PRINTER ERROR
18028	03/28/14	7,041.03	BEYOND SOFTWARE SOLUTIONS	CONTRACT SVCS - ADMIN
18029	03/28/14	326.35	BLUE TARP FINANCIAL	SUPPLIES - GARAGE/HBR
18030	03/28/14	2,292.15	BSN SPORTS	SUPPLIES - RECREATION
18031	03/28/14	6,570.00	BUFFALO NICKEL	SENIOR MEALS 07/12 - 07/13
18031	03/28/14	5,388.00	BUFFALO NICKEL	SENIOR MEALS 08/12 - 08/13
18032	03/28/14	46,614.71	CAL PERS	02/19-03/04/14 RETIREMENT
18033	03/28/14	46,303.15	CAL PERS	03/08-03/18/14 RETIREMENT
18033	03/28/14	2,077.94	CAL PERS	03/05-03/18/14 PEPRA
18033	03/28/14	2,013.10	CAL PERS	02/19-03/04/14 PEPRA
18034	03/28/14	71,894.88	CAL PERS	APRIL 2014 - MEDICAL
18035	03/28/14	219.00	CANBY, CHARLIE	STREET SIGN
18036	03/28/14	549.99	CARLISLE, KATHLEEN	REFUND - PROP TAX ASSESSMENTS
18037	03/28/14	43,350.81	CARUSO FORD	WWTP TRUCK PURCHASE
18038	03/28/14	105.00	CATALINA BEVERAGE COMPANY	SUPPLIES - ALL DEPTS
18039	03/28/14	75,166.67	CATALINA CHAMBER OF COMMERECE	TOT - APRIL 2014
18040	03/28/14	223.50	CATALINA EXPRESS	TRAVEL - GARAGE & PW
18040	03/28/14	26,703.60	CATALINA EXPRESS	SUBSIDY 1ST HALF MARCH 2014
18041	03/28/14	37,500.00	CATALINA ISLAND MEDICAL CENTER	SUBSIDY - APRIL 2014
18042	03/28/14	377.44	CATALINA ISLAND PLUMBING	SERVCE - MOLE RESTROOM
18043	03/28/14	56.00	CATALINA LAUNDRY	SUPPLIES - GARAGE & RECREATION
18044	03/28/14	36,844.25	CATALINA TRANSPORTATION SVCS	ART/ACT & DAR APRIL 2014
18045	03/28/14	1,183.43	CDW GOVERNMENT	IT SUPPLIES - ADMIN
18046	03/28/14	187.50	COACHDECK, LLC	SUPPLIES - RECREATION
18047	03/28/14	7,396.74	COLLINS COLLINS MUIR & STEWARD	LITIGATION COSTS
18049	03/28/14	2,400.00	CONSTRUCTORS PLUS	CONTRACT SVCS - ADMIN
18048	03/28/14	5,920.00	CONSTRUCTORS PLUS	CONTRACT SVCS - ADMIN
18050	03/28/14	382.50	DIVISION OF STATE ARCHITECT	SB1186 FEE - BUSINESS LICENSE
18051	03/28/14	1,128.54	DUNCAN BOLT COMPANY	SUPPLIES - DINGHY DOCK
18052	03/28/14	19,127.82	EDISON	UTILITIES - ALL DEPTS
18053	03/28/14	1,306.24	ENVIRON STRATEGY CONSULTANTS	S/W REPAIR PEBBLY BEACH RD
18053	03/28/14	1,739.62	ENVIRON STRATEGY CONSULTANTS	ST CATHERINE BOOSTER
18053	03/28/14	2,462.50	ENVIRON STRATEGY CONSULTANTS	SSO PEBBLY BEACH RD
18053	03/28/14	3,559.43	ENVIRON STRATEGY CONSULTANTS	161 LOWER TERRACE RD
18053	03/28/14	2,712.85	ENVIRON STRATEGY CONSULTANTS	PERMIT FEE RENEWAL
18054	03/28/14	479.40	ESGIL CORPORATION	SERVICE - PLAN CHECK
18055	03/28/14	47.13	GCR TIRES	SUPPLIES - GARAGE
18056	03/28/14	186.10	GEMPLER'S	UNIFORMS - PUBLIC WORKS
18057	03/28/14	558.20	GRAINGER	SUPPLIES - GARAGE & HBR

18058	03/28/14	261.56	HAAKER	SUPPLIES - GARAGE
18059	03/28/14	90.82	HD SUPPLY FACILITIES MAINT.	SUPPLIES - HARBOR
18060	03/28/14	2,376.60	HELVETIC CONSULTING, INC.	CONTRACT SVCS - PLANNING
18061	03/28/14	156.30	HERNANDEZ, RICHARD	JULY - DEC 13 MED REIMB
18062	03/28/14	11,196.45	IAG, LTD.	SERVICE - BB&K
18063	03/28/14	601.77	IDEXX DISTRIBUTION	SUPPLIES - CDO
18064	03/28/14	1,464.28	INDUSTRIAL METAL SUPPLY	SUPPLIES- DINGHY DOCK
18065	03/28/14	207.75	JORDAHL CONSTRUCTION	HHW DISPOSAL
18066	03/28/14	606.00	KATIE'S KITCHEN	SENIOR MEALS - 12/13
18067	03/28/14	174.11	L.N. CURTIS & SONS	SUPPLIES - GARAGE
18068	03/28/14	1,095.33	LA COUNTY AUDITOR - CONTROLLER	REFUND - OVERPAYMENT
18069	03/28/14	1,950.62	LICARI, TONY	CONTRACT SVCS - 04/14
18070	03/28/14	564.30	LOCAL GOVERNMENT SVCS	TRAVEL REIMB
18070	03/28/14	412.20	LOCAL GOVERNMENT SVCS	REIMB O/P COSTS
18070	03/28/14	11,830.00	LOCAL GOVERNMENT SVCS	CONTRACT SVCS - ADMIN
18071	03/28/14	84.00	LOCKPICK	SERVICE - RECREATION
18071	03/28/14	107.00	LOCKPICK	QUARTERLY SERVICE - ADMIN
18071	03/28/14	107.00	LOCKPICK	QUARTERLY SERVICE - FIRE
18071	03/28/14	244.15	LOCKPICK	SERVICE - FIRE
18071	03/28/14	991.36	LOCKPICK	SERVICE - GARAGE
18071	03/28/14	626.49	LOCKPICK	SERVICE - PUBLIC WORKS
18072	03/28/14	2,932.39	MCMASTER-CARR	SUPPLIES - GARAGE/HBR
18073	03/28/14	778.30	MED-TECH RESOURCE, INC	SUPPLIES - FIRE/HBR
18074	03/28/14	2,760.68	MEYERS FOZI, LLP	SERVICE - BB&K
18075	03/28/14	719.12	MINUTEMAN INTERNATIONAL INC.	SUPPLIES - PLANNING
18076	03/28/14	4,093.80	MONTAGUE, STEVE	MEDICAL/DENTAL REIMB
18077	03/28/14	3,438.56	NAPA AUTO PARTS	SUPPLIES - GARAGE
18078	03/28/14	2,053.24	PARSAC	SIR FEES - FIRE
18079	03/28/14	2,589.92	PEBBLY BEACH BUILDING SUPPLY	SUPPLIES - ALL DEPTS
18080	03/28/14	657.00	PITNEY BOWES	POSTAGE MACHINE LEASE
18081	03/28/14	24,012.85	PLATINUM CONSULTING GROUP	CONTRACT SVCS - FINANCE
18082	03/28/14	120.48	POINDEXTER, JAMES	REIMB O/P COSTS - FUEL
18083	03/28/14	205.36	PORT SUPPLY	SUPPLIES - GARAGE HBR
18084	03/28/14	65.10	PRAXAIR	SUPPLIES - GARAGE
18085	03/28/14	1,004.82	PURCHASE POWER	LINE OF CREDIT - POSTAGE
18086	03/28/14	209.76	QUILL CORP.	OFFICE SUPPLIES - ADMIN
18087	03/28/14	2,350.00	RBF CONSULTING	CONTRACT SVCS - CDO
18088	03/28/14	1,285.48	RICOH USA, INC.	COPIER LEASE - PLANNING
18089	03/28/14	141.38	SANCHEZ, PAUL	REIMB O/P COSTS
18090	03/28/14	164.65	SANI-TEC USA	CITY RESTROOM SUPPLIES
18091	03/28/14	8,342.00	SIRIA'S CLEANING SERVICE	CONTRACT SVCS - 03/14
18092	03/28/14	193.84	SOUTH COAST A.Q.M.D.	AQMD YEARLY FEES
18093	03/28/14	927.76	SOUTHERN COUNTIES LUBRICANTS	SUPPLIES - ALL DEPTS
18094	03/28/14	13.14	SPRINT	LONG DISTANCE - ADMIN
18095	03/28/14	9,970.02	TREASURY MANAGEMENT SVCS	BANK CHARGES - ADMIN
18096	03/28/14	760.00	TROY, PATRICK	SERVICE- HARBOR
18097	03/28/14	108.44	UNITED PARCEL SVCS	FREIGHT - ALL DEPTS
18098	03/28/14	9,520.00	VEGA, EDMUNDO	CONTRACT SVCS - 04/14
18099	03/28/14	484.52	VERIZON WIRELESS	COMMUNICATIONS - ALL DEPTS
18100	03/28/14	303.21	VWR INTERNATIONAL LLC	SUPPLIES - CDO
18101	03/28/14	212.55	WAYNE ELECTRIC	SUPPLIES - GARAGE
18102	03/28/14	6,815.28	WOOLSON, PETER	MEDICAL/DENTAL REIMB
18103	03/28/14	266.80	AMERIFLEX	FSA ADMIN FEES
18104	03/28/14	156.58	AT&T LONG DISTANCE	LONG DISTANCE - ALL DEPTS
18105	03/28/14	145.00	A-THRONE FIT FOR A KING	CASINO RESTROOMS

18106	03/28/14	1,280.41	AVALON MOORING & DIVING
18106	03/28/14	484.20	AVALON MOORING & DIVING

DAMAGED MOORINGS
SALT WATER INTAKE MAINT

\$ 591,793.24

CITY COUNCIL

MEETING DATE: April 15, 2014 AGENDA ITEM: 3
ORIGINATING DEP: City Clerk CITY MANAGER: BH
PREPARED BY: Denise Radde
SUBJECT: Resolution Reciting Facts of the General Municipal Election

RECOMMENDED ACTION(S):

Adopt resolution reciting facts of the April 8, 2014, General Municipal Election and declaring the results.

REPORT SUMMARY:

Upon completion of the canvass and before installing the new officers to City Council, the Council needs to adopt a resolution reciting the facts of the election. The City Council shall declare elected the persons for whom the highest number of votes were cast for each office.

FISCAL IMPACTS:

N/A

CONSEQUENCES OF NOT FOLLOWING RECOMMENDED ACTION:

N/A

FOLLOW UP ACTION:

N/A

ADVERTISING, NOTICE AND PUBLIC CONTACT:

This item was properly listed on the posted agenda.

ATTACHMENT:

Resolution will be provided under separate cover.

CITY COUNCIL

MEETING DATE: April 15, 2014

AGENDA ITEM: 4

ORIGINATING DEPT: Planning

CITY MANAGER: BH

PREPARED BY: Audra McDonald

SUBJECT: Resolution approving participation in the Los Angeles Urban County Community Development Block Grant Program.

RECOMMENDED ACTION(S): Adopt the Resolution approving participation in the Los Angeles Urban County Community Development Block Grant Program beginning July 1, 2015, and authorizing the Mayor, or his/her designee (City Manager) to sign the cooperation agreement with the County of Los Angeles.

REPORT SUMMARY: The City is currently in the third year of a three-year agreement with the Los Angeles Urban County Community Development Block Grant Program. The program provides the City formula funding for Community Development Block Grant Programs (CDBG). The City develops the programs to assist low-income residents in the community. The current funding, approximately \$55,000, is earmarked to offer grants to qualifying property owners or tenants who are required to repair private sewer laterals as part of the Cease and Desist Order and the City of Avalon Sewer Lateral Inspection Program. The average annual funding amount through the LACDC CDBG is \$28,000.

At this time the City is gearing up for Phase III of the Sewer Lateral Inspection Program, which focuses inspection of private laterals. It is unknown what the results of these inspections will reveal. There is an expectation many private lines will need to be repaired or replaced. If the City continues with the LACDC CDBG Program it guarantees availability of an estimated \$84,000 in additional funds to be earmarked toward the grant program. If the entire \$84,000 is not utilized by the qualified property owners or tenants for private sewer lateral repairs, the balance may be reallocated to another project that benefits low-income community members.

Should the City choose to enter into the agreement with the LACDC it prohibits the City from pursuing competitive CDBG grant opportunities with the State of California Housing and Urban Development for the duration of the agreement (June 30, 2018).

FISCAL IMPACTS: Entering into another three-year agreement would make available approximately \$84,000 in CDBG Funds for the City of Avalon to assist low-income residents and is revenue/expenditure neutral, minus staff time to administer the grant.

CONSEQUENCES OF NOT FOLLOWING RECOMMENDED ACTION(S): The City would not be allowed to participate in the Los Angeles Urban County Community Development Block Grant Program.

ALTERNATIVE ACTION(S): Participate in the State of California Housing and Urban Development Program which would allow the City to apply for competitive funding versus the formula funding offered by the Los Angeles County Development Commission. The State program publishes a Notice of Funding Availability (NOFA) annually, usually in January. Past NOFA's include low-income housing projects, enterprise fund activities, housing rehabilitation, public facilities and planning and technical assistance. It is important to note these funds are restricted to qualifying low-income residents. Projects like a Community Center Building would not be eligible because it must be located in a census "block" identified as primarily 51% low-income. The City of Avalon has two census blocks; neither are low-income. Projects that *individually benefit* low-income residents such as low-income housing or housing rehabilitation projects would be allowed. The average grant amount ranges from \$100,000 to \$3,000,000. The grants are highly competitive and project specific.

FOLLOW UP ACTION(S): Adopt the Resolution and sign the Cooperation Agreement.

ATTACHMENTS:

1. Resolution
2. Sample Cooperation Agreement

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF AVALON APPROVING PARTICIPATION IN THE LOS ANGELES URBAN COUNTY COMMUNITY DEVELOPMENT BLOCK GRANT PROGRAM BY AUTHORIZING THE MAYOR, OR HIS/HER DESIGEE TO SIGN A COOPERATION AGREEMENT WITH THE COUNTY OF LOS ANGELES

WHEREAS, the City of Avalon desires to continue its participation in the Los Angeles Urban County Community Development Block Grant (CDBG) Program for the qualification period beginning July 1, 2015; and

WHEREAS, the city authorizes the execution of a Cooperation Agreement with the County of Los Angeles in order to receive said CDBG funds;

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

SECTION 1. The City Council adopts and approved the County of Los Angeles Participating City Cooperation Agreement between the City of Avalon and the County of Los Angeles for the time period of July 1, 2015 through June 30, 2018 and self-renewing thereafter.

SECTION 2. The City Council authorizes the Mayor or his/her designee to execute any and all documents necessary for participation in the Los Angeles Urban County CDBG Program on behalf of the City of Avalon.

Passed, Approved and Adopted on the _____ day of April, 2014.

I, the undersigned, hereby that the foregoing resolution was duly adopted by the City Council of the City of Avalon following a roll call vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

Robert Kennedy, Mayor

Denise Radde, City Clerk

**COUNTY OF LOS ANGELES
COMMUNITY DEVELOPMENT BLOCK GRANT PROGRAM
HOME INVESTMENT PARTNERSHIPS PROGRAMS**

**PARTICIPATING CITY
COOPERATION AGREEMENT**

This Agreement is being entered into on this day of May 2014, to be effective on the 1st day of July 2015, by and between the City of Avalon, hereinafter referred to as "City," and the County of Los Angeles, by and through the Executive Director of the Community Development Commission of the County, hereinafter referred to as "County" and shall remain in effect for the three-year qualification period through the 30th day of June 2018. After this date, this Agreement provides for automatic renewal of participation in successive three-year qualification periods, unless the County or the City provides written notice it elects not to participate in a new qualification period.

WITNESSETH THAT:

WHEREAS, in 1974, the U.S. Congress enacted and the President signed a law entitled, the Housing and Community Development Act of 1974, as amended, herein called the "Act;" and

WHEREAS, County and City desire to cooperate to undertake, or assist in undertaking, community development, community renewal of lower income housing assistance activities, specifically urban renewal and publicly assisted housing, including, but not limited to, the improvement or development of housing for persons of low- to moderate-incomes, and other community or urban renewal activities authorized by the Act, the Cranston-Gonzalez National Affordable Housing Act (NAHA), and the U.S. Housing Act of 1937, as amended;

WHEREAS, the Community Development Block Grant (CDBG) Program, the HOME Investment Partnerships (HOME) Program, and the Emergency Solutions Grant (ESG) Program are required to have an approved comprehensive housing strategy as authorized under NAHA;

WHEREAS, the County has requested of the U.S. Department of Housing and Urban Development, hereinafter referred to as "HUD," that the County be designated as an "Urban County;"

WHEREAS, the City desires to participate with the County in said program;

WHEREAS, as the Urban County designee, the County will take responsibility and assume all obligations of an applicant under federal statutes, including: the analysis of needs, the setting of objectives, the development of community development and housing assistance plans, the consolidated plan, and the assurances of certifications;

WHEREAS, the terms and provisions of this Agreement are fully authorized under State and local law, and this Agreement provides full legal authority for the County, by and through its agents and instrumentalities including the Housing Authority of the County of Los Angeles and the Community Development Commission of the County of Los Angeles, herein referred as "County," to undertake, or assist in undertaking, essential community development and housing

assistance activities, specifically urban renewal and publicly assisted housing; and

WHEREAS, by executing this Agreement, the parties hereby give notice of the intention to participate in the Urban County CDBG Program.

NOW, THEREFORE, the parties agree as follows:

1. The City hereby authorizes the County to perform, or cause to be performed, those acts necessary or appropriate to implement the community development and housing assistance activities, specifically urban renewal and publicly assisted housing, including, but not limited to, improvement or development of housing for persons of low- to moderate-income, and other community or urban renewal activities authorized under the Act specified for the City in the County's Consolidated Plan which will be funded from annual CDBG and applicable HOME Programs from Federal annual appropriations and from any program income generated from the expenditure of such funds. County shall have final authority and responsibility for selecting projects and annually filing its Final Housing and Community Development Plan with HUD.

In the event this Agreement extends into succeeding fiscal years and funds have not been appropriated, this Agreement will automatically terminate as of June 30 of the then current fiscal year. The County will endeavor to notify the City in writing within ten (10) days of receipt of non-appropriation notice.

2. This Agreement covers the following formula funding programs administered by HUD where the County is awarded and accepts funding directly from HUD: The CDBG Entitlement Program and the HOME Program.
3. In executing this Agreement, the City understands that it shall not be eligible to apply for grants under the Small Cities or State CDBG Programs for appropriations for fiscal years during the period in which the City is participating in the Urban County CDBG entitlement program; and further, the City shall not be eligible to participate in the HOME and ESG programs except through the Urban County.
4. The City may participate in a HOME Program only through the County. Thus, even if the County does not receive a HOME formula allocation, the City cannot form a HOME consortium with other local governments.
5. The term of this Agreement shall commence on **July 1, 2015**, the beginning date of this new Urban County Qualification Period, which will end on **June 30, 2018**. After this three (3) year Qualification Period ends, this Agreement will automatically renew for another period of three (3) years, unless the City provides written notice at least 60 days prior to the end of the term that it elects not to participate in a new qualification period. A copy of that notice must be sent to the HUD Field Office. Before the end of the first three-year term, the County will notify the City in writing of its right not to participate in the Urban County for a successive three-year term.

The parties agree to adopt amendments to this Agreement incorporating changes

necessary to meet the requirements for cooperation agreements set forth in the Urban County Qualification Notice by HUD, prior to the subsequent three-year extension of the term. Any amendment to this Agreement shall be submitted to HUD as required by the regulations and any failure to adopt required amendments will void the automatic renewal of the Agreement for the subsequent three-year term.

6. This Agreement shall be effective for the period of time required for the expenditure of all CDBG and/or applicable HOME funds allocated to the City under this Agreement and appropriations from any program income therefrom and for the completion of the funded activities. The County and City agree that they cannot terminate or withdraw from this Agreement while it remains in effect.

The City and the County agree to cooperate to undertake, or assist in undertaking, community development, community renewal and lower income housing assistance activities, specifically urban renewal and publicly assisted housing, including, but not limited to, the improvement or development of housing for persons of low- to moderate-incomes, and other community or urban renewal activities authorized by the Act.

The City and the County in the performance of this Agreement shall take all actions necessary or appropriate to assure compliance with the County's certification required by Section 104 (b) of Title I of the Act, as amended, including the provisions of the National Environmental Policy Act of 1969, Title VI of the Civil Rights Act of 1964, Title VIII of the Civil Rights Act of 1968, Section 109 of Title I of the Act, which incorporates Section 504 of the Rehabilitation Act of 1973, the Age Discrimination Act of 1975, affirmatively furthering fair housing, Section 3 of the Housing and Urban Development Act of 1968, the Fair Housing Act, the Act, and all other applicable laws and regulations.

7. The City and County agree that CDBG and HOME funding is prohibited for any activities in or in support of any cooperating City that do not affirmatively further fair housing within its own jurisdiction or that impede the County's action to comply with its fair housing certification.
8. Pursuant to 24 CFR 570.501 (b), the City is subject to all requirements applicable to subrecipients, including the requirement of a written agreement as set forth in 24 CFR 570.503.
9. The City shall report to the County of any income generated by the use of CDBG or HOME funds received by the City. Any such program income must be remitted to the County within 30 days of receipt if applicable. Such program income may be used for eligible activities in accordance with all CDBG and HOME requirements as may then apply.
10. The County shall be responsible for monitoring and reporting to HUD on the use of any program income; therefore, the City shall be required to maintain appropriate record keeping and reporting for this purpose.
11. In the event of grant close-out or termination of this Agreement, any program

income that is on hand or received subsequent to the close-out or change in status shall be paid to the County within 60 days after grant closeout.

12. All program income generated from the disposition or transfer of real property acquired or improved by the City, using CDBG and/or HOME funds or program income, during the term of this Agreement, shall be subject to all the terms and conditions of this Agreement, particularly Sections 6 through 11.
13. Any real property which is acquired or improved by the City during the term of this Agreement, in whole or in part, using CDBG and/or HOME funds or program income in excess of \$25,000, shall be subject to the following standards:
 - a. The County shall be notified by the City in writing of any modification or change in the use or disposition of such real property from that planned at the time of the acquisition or improvement. Such notification shall be made prior to the modification, change in use or disposition.
 - b. If such real property is sold within five (5) years or transferred for a use which does not qualify as an eligible activity under CDBG and/or HOME regulations, the City shall reimburse to the County an amount equal to the pro-rata share of the current fair market value of the property or proceeds from the sales. The pro-rata share shall be calculated by multiplying the current market value by the percentage of the purchase price paid with CDBG funds or program income.
14. The City shall make available for inspection and audit to County's and HUD's representatives, upon request, at any time during the duration of this Agreement and for a period of five (5) years, thereafter, all of its books and records relating to CDBG and HOME program activities and income.
15. Following the end of the three-year reimbursable contract period and after resolving any financial or programmatic findings, if a City elects to leave the Los Angeles County Grant Program, and is not eligible to become an entitlement City, the City will be unable to request that its allocation or any remaining balance be transferred to the City. Any remaining balance will be transferred to the funding pool of the Supervisorial District in which the City is located.
16. The City has adopted and is enforcing:
 - a. A policy prohibiting the use of excessive force by law enforcement agencies within its jurisdiction against any individuals engaged in non-violent civil rights demonstrations; and
 - b. A policy of enforcing applicable State and local laws against physically barring entrance to or exit from a facility or location which is the subject of such non-violent civil rights demonstrations within its jurisdiction.
17. The City shall or shall continue to provide a drug-free workplace by:
 - a. Publishing a statement notifying employees that the unlawful

manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the City's workplace and specifying the actions that will be taken against employees for violation of such prohibition.

- b. Establishing an ongoing drug-free awareness program to inform employees about:
 - i The dangers of drug abuse in the workplace;
 - ii The City's policy of maintaining a drug-free workplace;
 - iii Any available drug counseling, rehabilitation, and employee assistance programs; and
 - iv The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace.
- c. Making it a requirement that each employee to be engaged in the performance of the grant be given a copy of the statement required by paragraph "a" of this Section 17.
- d. Notifying the employee in the statement required by paragraph "a" of this Section 17 that, as a condition of employment funded by the CDBG and/or HOME grant, the employee will:
 - i Abide by the terms of the statement; and
 - ii Notify the City in writing of his or her conviction for a violation of a criminal drug statute occurring in the workplace no later than five (5) calendar days after such conviction.
- e. Notifying the County in writing, within ten (10) calendar days after receiving notice under subparagraph d(ii) of this Section 17 from an employee or otherwise receiving actual notice of any such conviction; and the City must provide written notice, including position or title, of any City employees convicted of any criminal drug statute to every County officer or other designee who processed a CDBG or HOME grant which funded any activity on which the convicted employee was working, unless HUD has designated an identification number(s) of each affected grant.
- f. Taking one (1) of the following actions, within thirty (30) calendar days of receiving notice under subparagraph d(ii) of this Section 17, with respect to any employee who is so convicted:
 - i Taking appropriate personnel action against such an employee, up to and including termination, consistent with the requirements of the Rehabilitation Act of 1973, as amended; or
 - ii Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purpose by a federal, State, local health, law enforcement, or other

appropriate agency.

- g. Making a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs a, b, c, d, e, and f, of this Section 17.

IN WITNESS WHEREOF, the Board of Supervisors of the County of Los Angeles has caused this Agreement to be subscribed by the Executive Director of the Community Development Commission of the County of Los Angeles, and the City has subscribed the same through its duly authorized officers, on the day, month, and year first above written

County Counsel Certification

The office of the County Counsel hereby certifies that the terms and provisions of this Agreement are fully authorized under State and local laws, and that the Agreement provides full legal authority for the County to undertake or assist in undertaking essential community development and housing assistance activities, specifically urban renewal and public assisted housing.

By: _____
Deputy County Counsel

Date

COUNTY OF LOS ANGELES

CITY OF AVALON

By _____
SEAN ROGAN, Executive Director
Community Development Commission
of the County of Los Angeles

By _____
Benjamin Harvey, City Manager

ATTEST:

City Clerk

By _____
Denise Radde, City Clerk

APPROVED AS TO FORM:

APPROVED AS TO FORM:

JOHN F. KRATTLI
County Counsel

By _____
Deputy

By _____
City Attorney

**CITY OF AVALON CITY COUNCIL
ACTING AS SUCCESSOR AGENCY TO THE ACIA**

MEETING DATE: April 15, 2014

AGENDA ITEM: 5

ORIGINATING DEP: Capital Improvements

CITY MANAGER: BH

PREPARED BY: Dennis Jaich

SUBJECT: Emergency Repairs to Crescent Avenue Storm Drain Phase 2 – Update
(Lower Terrace Strengthening and Utility Protection Project)

RECOMMENDED ACTION(S): Allow Staff to continue making emergency repairs, on the other half of Crescent Ave., (Phase 2).

REPORT SUMMARY:

The City Council, acting as the successor agency to the ACIA, previously approved a Change Order/Emergency Repairs to Crescent Avenue to allow for the safe transport of heavy construction equipment, including equipment necessary for work by Boulder Construction (Boulder) on the Lower Terrace Strengthening and Utility Protection Project.

As an update, although we have encountered unknown and unforeseen existing problems, the construction is still underway.

It should be noted that until this Phase 2 work is completed, all vehicles weighing over 17,000 lbs (GVW) will have to use an alternate route, and will need to wait for the complete repair to be completed. Given the fact that the repairs need to be complete by the summer season, and because a contractor is already mobilized, the circumstances necessitating the need for emergency repairs still exist.

FISCAL IMPACTS: Cost to excavate and re-pour portions of Crescent Avenue (Phase 2). However, City Staff believes the SCICo owns the concrete culvert, and have sent them a letter advising them of this finding. Accordingly, we ultimately will be seeking restitution from them for the cost of the repair if they do not take over the remaining repairs and reimburse the City for the costs incurred to date.

CONSEQUENCES OF NOT FOLLOWING RECOMMENDED ACTION: The safety of vehicular traffic is of a concern, as well as imminent delays to the current construction projects as further degradation of Crescent Avenue will occur.

FOLLOW UP ACTION: Pursuit of funds from the Island Company to pay for the repairs and completion of repair work.

ADVERTISING, NOTICE AND PUBLIC CONTACT: Brown Act.

ATTACHMENTS: None.