

**AVALON CITY COUNCIL MEETING  
TUESDAY, MAY 3, 2016 – 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**

**CITY MANAGER REPORT / CITY ATTORNEY REPORT**

**COUNCILMEMBER REPORTS / MAYOR REPORT**

**PRESENTATIONS**

1. National Travel & Tourism Week: Jim Luttjohann of the Catalina Island Chamber of Commerce & Visitors Bureau will accept a Proclamation, share some updates on recent activities they are undertaking to be ready for the summer season and share ways that others can get ready, too.
2. Proclamation Presentation: National Hospital Week
3. Proclamation Presentation: National Nurses Week

**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.

**CITY COUNCIL AGENDA**  
**MAY 3, 2016**  
**PAGE 2**

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 5, 2016 and April 19, 2016 regular City Council meetings and the April 14, 2016 Special City Council meeting.
  
2. Resolution Authorizing the Submittal of Application for Payments and Related Programs to the Department of Resources Recycling and Recovery (CalRecycle)  
The Department of Resources Recycling and Recovery (CalRecycle) offers participation in a Beverage Container Recycling City/County Program, with the annual funding amount of \$5,000. Staff is proposing to purchase new, updated beverage recycling containers.  
Recommended Action  
Authorize the Resolution designating the City Manger the authority to submit applications for payment programs and other related documents for the CalRecycle Grant Program.
  
3. EBus and Dial-a-Ride Wrap and Decal Purchase and Installation  
City representatives collaborated with the City's design consultant, Paul Clay, Trillium, to brand the City's new Ebus and Dial-a-Ride vehicles. The design process is complete and the next step in the process is to have the vehicles branded.  
Recommended Action  
Authorize the Interim City Manger to approve a purchase order in the amount of \$8,940, plus sales tax, to GATORWRAPS, Inc., for the vehicle wrap of three Ebuses and decal installation for two Dial-a-Ride Vehicles.
  
4. Waterside Project Application ~ Action Fly Boarding Extension  
Belinda Bain of Action Fly Boarding was granted a Waterside Permit on February 2, 2016, and the Waterside Permit is mandated to be activated by April 1<sup>st</sup> or within 60 days of issuance. The Harbor Master has the authority to issue one 30-day extension which was granted and will expire on May 3, 2016. The applicant must apply to the City Council for any further extensions requested.  
Recommended Action  
Allow Action Fly Boarding an extension of time up to May 1, 2017 if necessary, to obtain the required State agency permits to operate their Fly Boarding operation west of Hamilton Cove.
  
5. Renewal of Services Contract with Pacific Alliance  
The City has contracted with Lori Montgomery dba Pacific Alliance for the past fifteen years to maintain the direct assessment database, to submit data to Los Angeles County, and to provide customer relations service for sewer, saltwater, solid waste, and grease collection. The City Staff is very satisfied with the work she

**CITY COUNCIL AGENDA  
MAY 3, 2016  
PAGE 3**

does for the City and would like to continue using her services and the costs of transitioning to a new vendor would be substantial.

Recommended Action

Approve the contract agreement with Pacific Alliance for a period of three years. This contract is subject to review and approval by the City Attorney and City Manager.

**GENERAL BUSINESS**

6. Financial Assistance for the Hospital Generator Replacement

In 2014, CIMC was notified by the South Coast Air Quality Management District (SCAQMD) that the hospital's thirty year old emergency generator did not conform to air quality standards. CIMC does not have the working capital to complete the emergency generator replacement project (now estimated to be \$340,000). CIMC submitted a request to the City to provide a grant up to \$200,000 to fund the replacement.

Recommended Action

Provide financial assistance in the form of a grant or loan to the Catalina Island Medical Center (CIMC) to replace its emergency generator.

**CLOSED SESSION**

1. PUBLIC EMPLOYEE PERFORMANCE EVALUATION  
Title: Interim City Manager

2. CONFERENCE WITH REAL PROPERTY NEGOTIATORS  
Property: One City leased property – Casino Dock Cafe  
Agency Negotiators: City Council, Interim City Manager Denise Radde and City Attorney Scott Campbell  
Under Negotiation: Price and terms of payment

**ADJOURN**

**NOTICE OF POSTING**

I, Denise Radde, declare that the City Council Agenda for May 3, 2016 was posted Friday, April 29, 2016, on the City's website [www.cityofavalon.com](http://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 / Interim City Manager

CITY OF AVALON CITY COUNCIL

**MEETING DATE:** May 3, 2016  
**ORIGINATING DEP:** City Clerk  
**PREPARED BY:** Denise Radde, City Clerk  
**SUBJECT:** City Council Actions

**AGENDA ITEM:** 1  
**CITY MANAGER:** DR

---

**RECOMMENDED ACTION(S):** Approve actions from the April 5, 2016 and April 19, 2016 regular City Council meetings and the April 14, 2016 Special City Council meeting.

**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

**GOAL ALIGNMENT:** Not aligned,

**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 pursuant to the Brown Act.

**ATTACHMENTS:** City Council Actions will be provided under separate cover.

CITY OF AVALON CITY COUNCIL

MEETING DATE: May 3, 2016

AGENDA ITEM: 2

ORIGINATING DEP: Administration

CITY MANAGER: AR

PREPARED BY: Audra McDonald, Administrative Analyst

SUBJECT: A Resolution Authorizing the Submittal of Application for Payments and Related Programs to the Department of Resources Recycling and Recovery (CalRecycle)

---

**RECOMMENDED ACTION(S):** Authorize the Resolution designating the City Manger the authority to submit applications for payment programs and other related documents for the CalRecycle Grant Program.

**REPORT SUMMARY:** The Department of Resources Recycling and Recovery (CalRecycle) offers participation in a Beverage Container Recycling City/County Program. The annual funding amount is \$5,000. In the past, the City has used these funds to offset the cost of the "blue bag" (now orange) curbside recycling program. Changes in the CalRecycle grant program and the fact that the curbside recycling program is part of the Avalon Environmental contract no longer allow the City's \$5,000 annual allocation to be utilized for this.

Eligible activities under the grant guidelines include:

- Neighborhood drop-off recycling programs
- Public Education promoting beverage container recycling
- Litter prevention
- Other beverage container recycling program

Staff is proposing to purchase new, updated beverage recycling containers. The grant allows for a two-year project timeline, which would provide \$10,000 toward the new containers.

**GOAL ALIGNMENT:** Not Alligned.

**FISCAL IMPACTS:** The project would be reimbursable under the CalRecycle grant program, up to \$10,000 over a two-year period.

**CONSEQUENCES OF NOT FOLLOWING RECOMMENDED ACTION:** The City would not be eligible to submit an application through the CalRecycle Beverage Container Recycling City/County Payment Program.

**FOLLOW UP ACTION:** Submit the grant application to CalRecycle.

**ADVERTISING, NOTICE AND PUBLIC CONTACT:** This item was properly listed on the posted agenda pursuant to the Brown Act.

**ATTACHMENTS:** Resolution

RESOLUTION NO. \_\_\_\_

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF AVALON AUTHORIZING  
SUBMITTAL OF APPLICATION FOR PAYMENT PROGRAMS AND RELATED  
AUTHORIZATIONS**

WHEREAS, pursuant to Public Resources Code sections 48000 et seq., 14581, and 42023.1(g), the Department of Resources Recycling and Recovery (CalRecycle) has established various payment programs to make payments to qualifying jurisdictions; and

WHEREAS, in furtherance of this authority CalRecycle is required to establish procedures governing the administration of the payment programs; and

WHEREAS, CalRecycle's procedures for administering payment programs require, among other things, an applicant's governing body to declare by resolution certain authorizations related to the administration of the payment program.

NOW, THEREFORE, BE IT RESOLVED that the City of Avalon is authorized to submit an application to CalRecycle for any and all payment programs offered; and

BE IT FURTHER RESOLVED that the City Manager, or his/her designee, is hereby authorized as Signature Authority to execute all documents necessary to implement and secure payment; and

BE IT FURTHER RESOLVED that this authorization is effective until rescinded by the Signature Authority or this governing body.

**PASSED, APPROVED AND ADOPTED** at a regular meeting of the City Council of the City of Avalon on this 3rd day of May, 2016, by the following vote:

Ayes:

Noes:

Absent:

Abstain:

---

Ann H. Marshall, Mayor

**ATTEST:**

---

Denise A. Radde, City Clerk

CITY OF AVALON CITY COUNCIL

MEETING DATE: May 3, 2016

AGENDA ITEM: 3

ORIGINATING DEP: Administration

CITY MANAGER: RR

PREPARED BY: Audra McDonald, Administrative Analyst

SUBJECT: EBus and Dial-a-Ride Wrap and Decal Purchase and Installation

---

**RECOMMENDED ACTION(S):** Authorize the Interim City Manger to approve a purchase order in the amount of \$8,940, plus sales tax, to GATORWRAPS, Inc., for the vehicle wrap of three Ebuses and decal installation for two Dial-a-Ride Vehicles.

**REPORT SUMMARY:** A group comprised of Mayor Marshall, Council Member Cassidy, Chamber CEO Jim Luttjohann, Interim City Manager Radde and Audra McDonald worked with the City's design consultant, Paul Clay, Trillium, to brand the City's new Ebus and Dial-a-Ride vehicles. The design process included one on-site meeting and two remote meetings to refine the design. The design process is complete and the next step in the process is to have the vehicles branded.

The City reached out to three reputable wrap companies: GATORWRAPS, Speedpro Imaging and Decals by Design. These quotes do not include sales tax, but do include all other line items in each quote.

- GATORWRAPS \$ 8,940.00
- Speedpro Imaging \$10,700.01
- Decals by Design \$11,040.00

**GOAL ALIGNMENT:** Goal 6 – Comprehensive Transportation Review

**FISCAL IMPACTS:** The estimated, budgeted cost for this item was \$30,000 from the City Transportation Account Prop A Reserve Balance.

**CONSEQUENCES OF NOT FOLLOWING RECOMMENDED ACTION:** The City's new transit vehicles would not be branded.

**FOLLOW UP ACTION:** Issue the purchase order to GATORWRAPS for the amount of \$8,940.00 plus sales tax.

**ADVERTISING, NOTICE AND PUBLIC CONTACT:** This item was properly listed on the posted agenda pursuant to the Brown Act.

**ATTACHMENTS:**

1. May 5, 2015 Staff Report
2. GATORWRAPS, Inc. Estimate
3. Speedpro Imaging Estimate
4. Decals by Design Estimate
5. Final EBus and Dial-a-Ride Design

CITY OF AVALON CITY COUNCIL

MEETING DATE: May 5, 2015

AGENDA ITEM: 10

ORIGINATING DEP: Planning

CITY MANAGER: [Signature]

PREPARED BY: Audra McDonald, Administrative Analyst

**SUBJECT:** Consideration of a purchasing agreement with EBus Inc., to purchase three (3) 22-foot, all electric buses to be used for the City of Avalon's fixed-route bus service currently being serviced by 30-foot trolley type buses.

**RECOMMENDED ACTION(S):** Authorize the City Manager to enter into a purchasing agreement with EBus, Inc., in an amount not-to-exceed \$1,189,000 excluding sales tax for the purchase of three (3) 22-foot, all electric buses per the quote dated July 11, 2014.

**REPORT SUMMARY:** The City of Avalon contracts the operation of a fixed-route bus service, known as Avalon Community Transit, to Catalina Transportation Services. This program is operated utilizing three City owned, 30-foot; gasoline powered Molley Trolleys. Prior City Councils directed staff to identify and apply for funding opportunities that would replace the aging Trolleys, with smaller, more accessible and less polluting buses. Through the Los Angeles County Metropolitan Transportation Authority's (LACMTA) 2012 Call for Projects process the City was awarded a grant to purchase new buses. The grant application specified the new buses would be all electric and 22 feet in length in order to be more compatible with the City's narrower streets.

In March, 2014, the City Council approved the sole source findings to dispense with public bidding and authorize direct negotiations with EBus, Inc. Those direct negotiations resulted in a competitive price of \$396,600 (\$10,200 cost savings) per bus and includes two charging systems normally priced at \$42,000 each (\$84,000 savings). Additionally, as a result of a visit to the EBus plant by Mayor Marshall and Council Member Sampson in May 2014, bike racks and back-up camera's are also included in the price.

A separate agenda item tonight requests the issuance of a contract to perform a comprehensive review of the City's contracted transportation services and perform a public procurement process. During that review, the details of the operation and maintenance of the new buses will be addressed and be included in the new contract. The current contract calls for the operator to provide all maintenance and fuel for the trolleys. It is the intent of the City to take over the maintenance and fueling (electricity) of the new buses as this is a significant capital investment the City would like to protect. EBus has offered to provide training to the City's staff mechanics for the routine maintenance of the new buses.

The purchasing agreement calls for delivery of the buses six months after the execution of the contract which would put the delivery of the buses around November, 2015. The purchasing contract also has a clause stating the City may delay the receipt of the buses an additional two months to ensure charging capabilities have been accomplished prior to delivery. Staff is working on the delivery of the electricity necessary to charge the buses.

**GOAL ALIGNMENT:** Comprehensive Transportation Review

**FISCAL IMPACTS:**

Item	Amount	Grant Funding- LACMTA CFP	City Transportation Account Prop A Reserve Balance
		<b>\$1,020,780</b>	<b>\$369,431</b>
Buses (including chargers, bike racks, back up cameras	\$1,189,800	\$1,020,780	\$169,020
Sales Tax	\$116,006		\$116,006
Charging Infrastructure	\$50,000		\$50,000
Bus "Wrap"	\$30,000		\$30,000
Water Freight	\$6,500		\$6,500
<b>Total</b>	<b>\$1,392,306</b>	<b>\$1,020,780</b>	<b>\$371,526</b>

Available funding for the project which represents a combination of CFP and Prop A Reserve balances is \$1,390,211. A balance of \$2,095 would need to be allocated from the General Fund to bridge the deficit.

**CONSEQUENCES OF NOT FOLLOWING RECOMMENDED ACTION:** No new buses will be purchased and funding may be jeopardized.

**FOLLOW UP ACTION:** Execute the purchasing agreement in the attached form; subject to changes approved by the City Manager and the City Attorney; continue with the installation of the charging station infrastructure; and research "wrap" options to bring back at a future City Council Meeting for direction.

**ADVERTISING, NOTICE AND PUBLIC CONTACT:** Pursuant to the Brown Act.

**ATTACHMENTS:**

1. Purchasing Contract and Exhibits
2. Sole Source Findings Staff Report



**GATORWRAPS, Inc.**  
 780 S ROCHESTER AVE.  
 SUITE C  
 ONTARIO, CA 91761  
 (877) 338-4848  
 Sales@Gatorwraps.com  
 www.Gatorwraps.com

**ADDRESS**  
 Paul Clay  
 Trillium Solutions, Inc.  
 6106 NE Mallory Ave, 1  
 Portland, OR 97211

**SHIP TO**  
 Paul Clay  
 Trillium Solutions, Inc.  
 6106 NE Mallory Ave, 1  
 Portland, OR 97211

**ESTIMATES 9598**

**DATE 04/21/2016**

**PHONE NUMBER**  
 909-918-3122

**EMAIL ADDRESS**  
 brian@gatorwraps.com

**SALESMAN**  
 Brian M.

ACTIVITY	QTY	RATE	AMOUNT
<b>Vehicle Wrap-Comm</b> 3/4 wrap on EBus22, roof not included, set-up, print and install  Includes: -Window perf. driver and passenger side (total 4 windows) -Partial Sides -Partial rear with decal -Partial front  Est. 2-3 days print	3	2,725.00	8,175.00T
<b>Decals-Comm</b> Decal heavy contour cut, setup, print and install  39" x 17" weed and mask **includes driver and passenger side of van	2	55.00	110.00T
<b>Color Match Sample</b> Color Sample ( Must be approved approved prior to printing)	1	100.00	100.00T
<b>Shipping and handling</b> Shipping and Handling:	1	30.00	30.00

Paul Clay  
 Trillium Solutions, Inc.  
 6106 NE Mallory Ave, 1  
 Portland, OR 97211

ACCT/MTB	QTY	RATE	AMOUNT
----------	-----	------	--------

Trip Charge	3	175.00	525.00
-------------	---	--------	--------

PENDING ADDRESS

Downey, CA

\*trip charge per visit  
Est. 2-3 days installation

---

ACQUITTANCE

CITY

STATE

AVOIDANCE

PACKAGE:

PLEASE MAKE SURE THAT YOUR VEHICLE IS CLEAN PRIOR TO CHECKING IT IN. A CLEANING FEE WILL BE ADDED TO YOUR REMAINING BALANCE FOR ANY VEHICLE IF ANY UNWASHED VEHICLE.

RE-SELLERS: N/A  
DEADLINE: May 10th 2016  
VIN: PENDING  
SHIPPING: INCLUDED  
EXTENDED WARRANTY: N/A

DESIGNS: Within 24-48 hours of your deposit your assigned designer will contact you to move forward to your design phase. If you would like to come in and speak to them regarding your designs, please make sure you schedule an appointment with them.

DESIGN TIME: 0 HOURS (setup only)  
FINISH LAMINATE: PENDING  
REMOVAL: N/A  
ROOF WRAP: N/A  
TOPPER WRAP: N/A  
COLOR SAMPLE: INCLUDED  
WINDOW PERF: 4  
DOUBLE PASS: PENDING  
UPGRADED MATERIAL OPTION: Please ask about our metallic printable material 1080-G120 Material and/or Double Pass on Ink Colors and our Extended Warranty if applicable

PLEASE NOTE:

All vehicles must have all vehicle registration decals or DMV decals removed prior to installation if that area is being wrap. Gatorwraps will not be held liable if any existing decals were removed during installation.

\*Installation to be completed in Downey, CA  
\*\*Includes: 3M IJ180cv Vinyl-Material w/8518 laminate (matte or gloss)  
\*\*\*Logo Creation is not included

\*\*\*\*\*WE NOW  
OFFER GATORWRAPS  
FINANCING\*\*\*\*\*

Questions? Please ask your Gatorwraps Representative at (909)-918-3122 or sales@gatorwraps.com

*Here is the estimate you requested.*

*PLEASE READ BEFORE SIGNING. Price is good for 30 days.  
Vehicles must be cleaned prior to drop off or an additional  
cleaning charge will apply. Terms are 50% down, and 50% upon  
pickup/delivery. If vehicle is picked up after hours, credit card on  
file will be ran automatically the following day.*

*Have a Great day!*

SUBTOTAL	8,940.00
TAX (8%)	670.80

TOTAL	<b>\$9,610.80</b>
-------	-------------------

Accepted By

Accepted Date



# Quote

Store: 82

Date: 04/21/2016

<b>Bill To:</b>	<b>Quote Date</b>	<b>Ship To:</b>	<b>Quote No.</b>	1-15517
<b>Customer</b>	Paul Cray Trilliam Transportation 006 003 City of Avalon, Ca  (541) 937-5433	<b>Customer</b>	Paul Cray Trilliam Transportation 006 003	

**PROJECT: 1-15517\_Trilliam Transportation Bus Wraps**

Quantity	Description	Unit Price	Line Sub Total
3.0000	Option 2) As is in design, with window fish on only the right side of bus	\$3,094.67	\$9,284.01
3.0000	Option 1) As is in design included, with window fish on both passenger and right side of bus	\$3,432.67	\$10,298.01
3.0000	Option 3) Modified design with no wrap above the midline point (the blue and orange areas excluding the kelp/fish above)	\$2,696.67	\$8,090.01

**Sub Total** \$ 27,672.03

**Estimated Sales Tax** 2,490.18

**Shipping** -

**Total** \$ 30,162.21

This estimate is valid for five (days). The signature line below represents authorization for Speedpro Imaging to initiate production of the above noted products, in addition to, agreement to pay all amounts, in full, upon receipt of the products, or under Terms previously agreed to by Speedpro Imaging, through separate credit approval processes. A Deposit of 50% of the total value of the order is due immediately, upon approval of this Estimate and in advance of design work and/or the start of production. Additional design costs may be payable, subject to customer required adjustments. In the event that the balance due is not paid, the Deposit shall be deemed non-refundable. All changes, additions and deletions to the above Estimate may result in additional charges. Various Manufacturer Warranties exist, covering adhesion and durability of the adhesive films only. Speedpro offers no Warranty on adhesion of films to substrates not provided by Speedpro and is not responsible for unusual wear and tear, power washing, car wash systems and any other external forces that might unusually impact the quality of the product.

Customer Signature: \_\_\_\_\_ Date: \_\_\_\_\_

**Thank you for your business!**

3744 Industry, Suite 403 Lakewood, CA 90712 | 562-427-2150 | FAX 562-424-2628



# Quote

Store: 82

Date: 04/21/2016

<b>Bill To:</b>	<b>Quote Date</b>	<b>Ship To:</b>	<b>Quote No.</b>	1-15518
<b>Customer</b>	Paul Cray Trilliam Transportation 006 003 City of Avalon, Ca  (541) 937-5433	<b>Customer</b>	Paul Cray Trilliam Transportation 006 003	

**PROJECT: 1-15518\_Trilliam Transportation\_Decals with Install**

Quantity	Description	Unit Price	Line Sub Total
2.0000	Contour Cut Decals for Passenger and Driver side with Installation	\$201.00	\$402.00

**Sub Total \$ 402.00**

**Estimated Sales Tax 36.18**

**Shipping -**

**Total \$ 438.18**

This estimate is valid for five (days). The signature line below represents authorization for Speedpro Imaging to initiate production of the above noted products, in addition to, agreement to pay all amounts, in full, upon receipt of the products, or under Terms previously agreed to by Speedpro Imaging, through separate credit approval processes. A Deposit of 50% of the total value of the order is due immediately, upon approval of this Estimate and in advance of design work and/or the start of production. Additional design costs may be payable, subject to customer required adjustments. In the event that the balance due is not paid, the Deposit shall be deemed non-refundable. All changes, additions and deletions to the above Estimate may result in additional charges. Various Manufacturer Warranties exist, covering adhesion and durability of the adhesive films only. Speedpro offers no Warranty on adhesion of films to substrates not provided by Speedpro and is not responsible for unusual wear and tear, power washing, car wash systems and any other external forces that might unusually impact the quality of the product.

Customer Signature: \_\_\_\_\_ Date: \_\_\_\_\_

**Thank you for your business!**

3744 Industry, Suite 403 Lakewood, CA 90712 | 562-427-2150 | FAX 562-424-2628



THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

BLANKET ADDITIONAL INSURED ENDORSEMENT

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE FORM

Section II, WHO IS AN INSURED, is amended by adding

Any person, organization, trustee or estate:

a. to whom "you" are obligated by written contract to provide insurance such as that afforded by this policy, or

b. specifically designated as an additional insured on an authorized Certificate of Insurance received by "us" prior to any "occurrence";

Coverage afforded under (a) or (b) is limited to liability arising out of "your work" for such additional insured(s) and is caused by the negligent acts of the named insured.

This endorsement shall be excess of any other insurance available except coverage afforded by this endorsement will be primary and non-contributory, but only if and to the extent required by written contract.

All other terms and conditions of the Policy remain unchanged.

Endorsement Number:

Policy Number:

Named Insured:

This endorsement is effective on the inception date of this Policy unless otherwise stated herein:

Endorsement Effective Date:



**DECALS BY DESIGN INC.**  
FLEET & TRANSIT GRAPHICS

1325 Pico Street, Suite 105  
Corona, CA 92881  
951.696.0431  
951.696.1142 (FX)

# ESTIMATE

Date	Estimate #
4/26/2016	2137

Name / Address
Trillium Transportation 6106 NE Mallory Ave. Portland, OR 97211 Attn: Paul Clay

Stock Number(s)
TBD

Project	Customer
Avalon with Fish Window Perf	Paul Clay

Description	Qty	Cost	Total
Bus Decal Graphics set for City of Avalon Electric Bus - EBus22 Graphics include the following: Driver Side with Fish Window Perf Curb Side with Fish Window Perf Rear Front  Digital print on 3M IJ 180C-10 White Vinyl with 3M 8518 Lamination with Premask. Digital print on 3M IJ 8170 Window Perf Vinyl with 3M 8914 Lamination  Installation Labor - Application of Avalon bus decal graphics with window perf Install to be completed at customer facility in Orange County, CA. If other, a trip charge may be assessed.	1 3	2,380.00	2,380.00T 7,140
	1 3	1,150.00	1,150.00 3,450
			10,590.00
Please note: if installation of decals is required, vehicle(s) need to be clean and dry a minimum of 24 hours prior to scheduled installation.		<b>Subtotal</b>	\$3,530.00
		<b>Sales Tax (8.0%)</b>	\$190.40
Thank you for the opportunity to provide pricing for your upcoming project.		<b>Total</b>	<b>\$3,720.40</b>

multiply x 3



**DECALS BY DESIGN INC.**  
FLEET & TRANSIT GRAPHICS

1325 Picc Street, Suite 105  
Corona, CA 92881  
951.696.0431  
951.696.1142 (FX)

# ESTIMATE

Date	Estimate #
4/26/2016	2140

Name / Address
Trillium Transportation 6106 NE Mallory Ave Portland, OR 97211 Attn: Paul Clay

Stock Number(s)	Project	Customer	
TBD	Avalon Dial-A-Ride	Paul Clay	
Description	Qty	Cost	Total
Van Decal Graphics for Avalon Transit Dial-A-Ride Graphics include the following: Driver Side copy and logo Curb Side copy and logo (no front/rear)  Digital print on 3M IJ 180C-10 White Vinyl with 3M 8518 Lamination, Kiss Cut, Weed, and Premask.	2	150.00	300.00T
Installation Labor - Application of Avalon DAR van decal graphics Install to be completed at customer facility in Orange County, CA. If other, a trip charge may be assessed.	2	75.00	150.00
Please note: If installation of decals is required, vehicle(s) need to be clean and dry a minimum of 24 hours prior to scheduled installation.	<b>Subtotal</b>		\$450.00
	<b>Sales Tax (8.0%)</b>		\$24.00
<i>Thank you for the opportunity to provide pricing for your upcoming project.</i>	<b>Total</b>		<b>\$474.00</b>

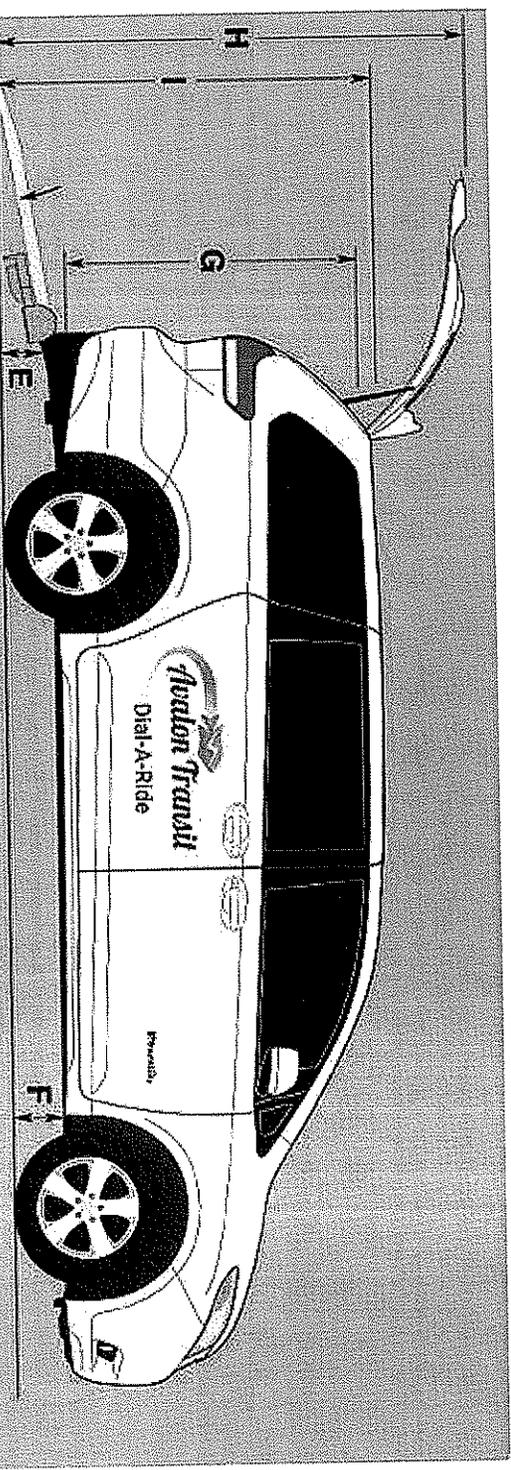


17 Inches tall



**Avalon Transit**  
**Dial-A-Ride**

39 Inches wide



Rear Door Width is approx 59 inches at widest

2011+

A Lowered floor length

61

CITY OF AVALON CITY COUNCIL

MEETING DATE: May 3, 2016

AGENDA ITEM: 4

ORIGINATING DEP: Harbor

CITY MANAGER: BR

PREPARED BY: Brian Bray, Harbor Master

SUBJECT: Waterside Project Application ~ Action Fly Boarding Extension

---

**RECOMMENDED ACTION(S):** Allow Action Fly Boarding an extension of time up to May 1, 2017 if necessary, to obtain the required State agency permits to operate their Fly Boarding operation west of Hamilton Cove.

**REPORT SUMMARY:** Belinda Bain of Action Fly Boarding was granted a Waterside Permit on February 2, 2016. Ms. Bain has been working diligently with the different State regulatory agencies required to moor their float in State waters. Action Fly Boarding's waterside permit is mandated to be activated by April 1<sup>st</sup> or within 60 days of issuance. The Harbor Master has the authority to issue one 30-day extension which was granted and will expire on May 3, 2016. The applicant must apply to the City Council for any further extensions requested.

Ms. Bain reports she has resubmitted her application to State Land Use and is awaiting approval. She has been approved by Fish and Wildlife, her Eelgrass survey is complete and has been submitted to the Coastal Commission and her engineered stamped drawings of the float she will anchor west of Hamilton Cove are complete and have been submitted to the Coastal Commission.

Ms. Bain states she has been in constant communication with the Coastal Commission and has been getting back to the Commission within a day on everything that has been requested of her. Action Fly Boarding expects to be on the May Coastal Commission agenda, but it may not be heard until the June hearing.

Action Fly Boards will wait to build the float until they have been given approval from the Coastal Commission. The company constructing the float stated it will take 4 weeks to build so they hope to be open by July 1<sup>st</sup>. If Action Fly Boards won't be open in July, then their plan will be to have all permits in order and open June 1<sup>st</sup> of next year if the City Council will allow the extension.

**GOAL ALIGNMENT:** Offer recreational activities

**FISCAL IMPACTS:** Unknown, potential Harbor Use Fees.

**CONSEQUENCES OF NOT FOLLOWING RECOMMENDED ACTION:** Action Fly Boards would not be able to operate their business once all required State permits are obtained.

**FOLLOW UP ACTION:** Notify Action Fly Boarding of the City Council's decision.

**ADVERTISING, NOTICE AND PUBLIC CONTACT:** Pursuant to the Brown Act.

**ATTACHMENTS:**

1. Action Fly Boarding email requesting an extension of time

## Brian Bray

---

**From:** Belinda Bain <BBain@calhaz.com>  
**Sent:** Tuesday, April 19, 2016 1:50 PM  
**To:** Brian Bray  
**Subject:** Action Fly Boarding Catalina

Hello Brian,

It was nice to talk with you this morning.

We are asking The City of Avalon for an extension on our application.

This is where we stand to date:

I have resubmitted our application to Land Use as with moving around the cliff of Hamilton Cove (Per Hamilton Cove's HOA's request), this puts us in their waters.  
My contact is Drew and he has informed me that this is just a formality and should not hold us up to open this summer.

We have been approved by Fish and Wildlife.

Our Eelgrass Survey is complete and has been submitted to The Coastal Commission.

Our Engineered stamped drawings of our float are complete and have been submitted to The Coastal Commission.

We have been in constant communication with The Coastal Commission and have been getting back to them within a day on everything that has been requested of us.

We are still hoping to make it to the May hearing but it may not make it until the June hearing.

I must wait to build the float until I have that approval. The float will take 4 weeks to build.

Bottom line, we are hoping to be open by July 1<sup>st</sup> if all goes well.

If we cannot open until August our plan will be to have all of our permits together and open June 1<sup>st</sup> of next year. We have worked very hard to get to this point and still hope to open this year but if it is just not feasible we will push it for next year.

I will keep you posted.

Thank you.

Respectfully,  
Belinda Bain  
Action Flyboiarding

CITY OF AVALON CITY COUNCIL

MEETING DATE: May 3, 2016

AGENDA ITEM: 5

ORIGINATING DEP: Finance

CITY MANAGER: RR

PREPARED BY: Robert Mescher, Finance Director

SUBJECT: Renewal of Services Contract with Pacific Alliance

---

**RECOMMENDED ACTION(S):** Approve the contract agreement with Pacific Alliance for a period of three years. This contract is subject to review and approval by the City Attorney and City Manager.

**REPORT SUMMARY AND BACKGROUND:** The City has contracted with Lori Montgomery dba Pacific Alliance for the past fifteen years to maintain the direct assessment database, to submit data to Los Angeles County, and to provide customer relations service for sewer, saltwater, solid waste, and grease collection. The City Staff is very satisfied with the work they do for the City and would like to continue using their services and the costs of transitioning to a new vendor would be substantial.

**Contracted services:**

Integrated Database: Contractor shall perform all work required to maintain and update the integrated database of information for each tax parcel in the City, containing sewer and saltwater service charges and trash and grease collection fees and submit to the Los Angeles County Tax Assessor for inclusion as direct assessments on the FY16-17, FY17-18, and FY18-19 property tax bills. Upon completion of submission the Contractor shall provide to the City a spreadsheet containing all parcel data and a spreadsheet containing handbill parcel information.

Rate Analysis: Contractor shall assist consultants during rate analysis of sewer and saltwater service charges and trash and grease collection fees with the goal of establishing formulas to be used for calculating the service charges and collection fees. Upon completion Contractor shall perform all work required to develop modified integrated database using formulas for submitting to the Los Angeles County Tax Assessor for inclusion as direct assessments on property tax bills.

Dwelling Unit Database: Contractor shall use data from Los Angeles County, City Vehicle and City Commuter programs to develop a Dwelling Unit Database containing dwelling unit addresses, resident names, mailing addresses and phone numbers. The data shall contain unique identifiers that link to the County data. Contractor shall provide the data to the City as a master list of dwelling unit details for use in the GIS System, City Vehicle program, City Commuter program and other programs such as the Avalon Income Survey. Upon completion

the City shall maintain the master list and dwelling unit details shall be removed from the Direct Assessment database.

Website: Contractor shall maintain a website containing the direct assessment information for use by the public.

Customer Service: Contractor's phone number shall be listed as contact with each assessment on tax bills. Contractor shall respond to inquiries and complaints regarding direct tax assessments imposed for City services.

**GOAL ALIGNMENT:** Goal 1 – Make the City's Prop 218 Funds healthy (sewer, salt water and trash).

**FISCAL IMPACTS:** \$15,000 per year allocated one third to each fund for Sewer, Saltwater and Solid Waste.

**CONSEQUENCES OF NOT FOLLOWING RECOMMENDED ACTION(S):** The City would need to find another contractor to maintain this database.

**FOLLOW UP ACTION(S):** Implement City Council direction.

**ADVERTISING, NOTICING AND PUBLIC CONTACT:** Pursuant to the Brown Act.

**ATTACHMENTS:** Draft agreement with Pacific Alliance.

**CITY OF AVALON**  
**AGREEMENT FOR CONTRACT SERVICES – DIRECT TAX ASSESSMENT**  
**DATABASE MAINTENANCE AND CUSTOMER RELATIONS FOR SEWER AND**  
**SALTWATER CHARGES AND TRASH AND GREASE COLLECTION**

This Agreement for Contract Services (the "Agreement") is entered into this June 30, 2016 by and between the City of Avalon, a municipal corporation, ("City") and Lori Montgomery dba Pacific Alliance ("Contractor").

**RECITALS**

A. City wishes to renew its agreement with Contractor for services relating to integrated database development by Contractor annually for direct tax assessments for sewer and saltwater service and trash and grease collection, and related customer services.

B. Contractor has demonstrated to City that she has the knowledge, skills and resources to perform the duties set forth herein.

Now therefore, in consideration of the foregoing and the mutual covenants and agreements as set forth below, the City and Contractor agree as follows:

1. **Term.** The term of this agreement shall be for three years through June 30, 2019, but may be extended by written agreement of City and Contractor. City reserves the right to terminate this Agreement in the event that Contractor fails to perform the duties under this Agreement in a timely and satisfactory manner.

2. **Duties**

A. **Integrated Database:** Contractor shall perform all work required to maintain and update the integrated database of information for each tax parcel in the City, containing sewer and saltwater service charges and trash and grease collection fees and submit to the Los Angeles County Tax Assessor for inclusion as direct assessments on property tax bills. Upon completion of submission the Contractor shall provide to the City a spreadsheet containing all parcel data and a spreadsheet containing handbill parcel information.

B. **Rate Analysis:** Contractor shall assist consultants during rate analysis of sewer and saltwater service charges and trash and grease collection fees with the goal of establishing formulas to be used for calculating the service charges and collection fees. Upon completion Contractor shall perform all work required to develop modified integrated database using formulas for submitting to the Los Angeles County Tax Assessor for inclusion as direct assessments on property tax bills.

C. **Dwelling Unit Database:** Contractor shall use data from Los Angeles County, City Vehicle and City Commuter programs to develop a Dwelling Unit Database containing dwelling unit addresses, resident names, mailing addresses and phone numbers. The data shall contain unique identifiers that link to the County data. Contractor shall provide the data to the City as a master list of

dwelling unit details for use in the GIS System, City Vehicle program, City Commuter program and other programs such as the Avalon Income Survey. Upon completion the City shall maintain the master list and dwelling unit details shall be removed from the Direct Assessment database.

D. **Website**: Contractor shall maintain a website containing the direct assessment information for use by the public.

E. **Customer Service**: Contractor's phone number shall be listed as contact with each assessment on tax bills. Contractor shall respond to inquiries and complaints regarding direct tax assessments imposed for City services.

3. **Fees**. City shall compensate Contractor \$15,000.

4. **Schedule of Payment**. Contractor shall submit invoice when Contractor's data is ready for submission to the Los Angeles County Tax Assessor. City shall pay approved invoice within thirty (30) days of receipt.

5. **Termination**. Either party may terminate for the continued breach of this Agreement. The party asserting breach shall give written notice of the alleged breach in sufficient detail to adequately advise of the nature of the breach. The non-defaulting party may declare the contract terminated if the breach is not cured within 15 days of written notice. In the event of termination, Contractor shall be entitled to payment for services within the limitations set forth in Paragraph 3 satisfactorily rendered prior to the date of termination. Termination pursuant to this Paragraph shall not affect either party's rights or obligations with respect to acts or omissions prior to the date of termination under Paragraph 6.

6. **Indemnification**. Neither party hereto shall be liable for any damages proximately resulting from the negligent or wrongful actions or omissions of the other party, its employees, officers, agents or contractors in the performance of this Agreement and each party shall indemnify, defend and hold harmless the other party from such damages or liability through counsel of that party's choice at the expense of the indemnifying party.

7. **Assignment**. This agreement is not assignable nor the performance of either party's duties delegable except as provided herein or upon prior written consent of the other party. Any attempted or purported assignment or delegation of the rights or obligations of either party shall be void and of no force and effect.

8. **Attorney's Fees**. In any action brought to declare the rights and obligations provided for herein or to enforce any of the terms of this Agreement, the prevailing party shall be entitled to an award of reasonable attorneys' fees in any amount to be determined by the court.

9. **Interests of Contractor**. Contractor affirms that it presently has no interest and shall not have any interest, directly or indirectly, which would conflict in any manner with the performance of the services contemplated by this Agreement.

10. **Independent Contractor.** Contractor is and shall at all times remain as to the City a wholly independent contractor. Neither the City nor any of its agents shall have control over the conduct of Contractor as to how she performs daily tasks, except as herein set forth. Contractor shall not at any time or in any manner represent that she or any of her agents or employees are in any manner the agents of the City of Avalon except to the extent authorized by this Agreement or by the city Manager.

11. **Ownership of Data and Documents.** Upon satisfactory completion of this Agreement or in the event of termination of this Agreement, all original data programs, documents and notes prepared by Contractor in the course of providing services under this Agreement shall become the sole property of the City and may be used, reused or otherwise disposed of without the permission of or further payment to Contractor.

12. **Notices.** All notices and communications shall be sent to the parties as follows:

CITY:

City Manager  
City of Avalon  
P.O. Box 707  
Avalon, CA 90704

Phone: (310) 510-0220  
FAX: (310) 510-0901

CONTRACTOR:

Lori Montgomery  
Pacific Alliance  
P.O. Box 1397  
Avalon, CA 90704

Phone: (310) 510-0681

13. **Contract Amendments.** Any and all requested changes and/or additions to this Agreement must be submitted in writing to the City Manager, clearly defining the service and its cost. Any amendment hereto shall be in writing, executed by all parties.

14. **Entire Agreement.** This Agreement supersedes any and all other agreements, either oral or written, between the parties and contains all of the covenants and agreements between the parties. Each party to this Agreement acknowledges that no representations, inducements, promises or agreements, orally or otherwise, have been made by any party or anyone acting on behalf of any party, which are not embodied herein, and that any other agreement, statement or promise not contained in this Agreement shall not be valid, binding or relied upon in any way. Any modification or amendment to this Agreement will be effective only if signed by the party to be charged.

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

CITY OF AVALON

ATTEST:

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

\_\_\_\_\_

CONTRACTOR

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

Lori Montgomery dba Pacific Alliance

CITY OF AVALON CITY COUNCIL

MEETING DATE: May 3, 2016

AGENDA ITEM: 6

ORIGINATING DEP: Finance

CITY MANAGER: RR

PREPARED BY: Robert Mescher, Finance Director

SUBJECT: Financial Assistance for the Hospital Generator Replacement

---

**RECOMMENDED ACTION(S):** Provide financial assistance in the form of a grant or loan to the Catalina Island Medical Center (CIMC) to replace its emergency generator.

**REPORT SUMMARY:** CIMC provides medical service to residents of the City and operates in the space leased by the City to CIMC.

In 2014, CIMC was notified by the South Coast Air Quality Management District (SCAQMD) that the hospital's thirty year old emergency generator did not conform to air quality standards. The State Department of Public Health (CDPH) requires CIMC to have an emergency generator. The cost of procuring and installing a replacement emergency generator was estimated to be about \$200,000 in 2014, but is now estimated to be \$340,000. CIMC does not have the working capital to complete the emergency generator replacement project. It is likely that CIMC can obtain \$35,000 for the generator procurement. However, CIMC has exhausted its efforts in identifying any other funding source except for the City. A loan of that magnitude may not be feasible because it may increase CIMC's total debt beyond its ability to repay. Therefore, CIMC submitted a request to the City to provide a grant up to \$200,000 to CIMC to help fund the emergency generator replacement to enable CIMC to operate the emergency generator in compliance with SCAQMD and CDPH. In return, CIMC would provide certain medical, preventative and ancillary services to City employees for three years.

**GOAL ALIGNMENT:** Not aligned.

**FISCAL IMPACTS:** \$200,000 expenditure for the emergency generator is included in the FY15-16 amended budget to be paid from the General Fund reserves.

**CONSEQUENCES OF NOT FOLLOWING RECOMMENDED ACTION:** CIMC may be issued substantial daily fines from SCAQMD and may be forced to close.

**FOLLOW UP ACTION:** Implement City Council direction.

**ADVERTISING, NOTICE AND PUBLIC CONTACT:** This item was properly listed on the posted agenda pursuant to the Brown Act.

**ATTACHMENTS:** Grant Proposal to the City from CIMC



P.O. Box 1563  
100 Falls Canyon Rd  
Avalon, Calif. 90704

(310) 510-0700  
Appointments (310) 510-0096  
CatalinaIslandMedicalCenter.org

October 30, 2015

Ben Harvey, City Manager  
City of Avalon  
P. O. Box 707  
Avalon, CA 90704

Dear Ben,

Enclosed is a proposal to the City of Avalon for your consideration in providing assistance in financing the replacement of Catalina Island Medical Center's emergency power generator.

In June of 2014 the Hospital was notified by the South Coast Air Quality Management District that our thirty year old generator did not conform to air quality standards. The unit and its ability to conform to air quality standards were evaluated by an environmental consultant and the determination was made the unit should be replaced. The California State Department of Public Health issues the Hospital's license to operate and requires us to have emergency generator capability. The hospital obtained from a health facilities construction specialist an estimate to replace the unit at a cost of \$199,696.

On August 2, 2015 executive members of the City and the Hospital met to explore approaches to address the financing of the generator. From those discussions came the concept of the attached proposal. A draft was provided for the City's evaluation in late August. Based on subsequent comments from the City staff the proposal was augmented to address those suggestions.

Your favorable consideration of this proposal would be appreciated.

Sincerely,

A handwritten signature in black ink, appearing to read "Bryan M. Ballard".

Bryan M. Ballard  
Chief Executive Officer

cc: Michael N. Ponce, Chair, Avalon Medical Development Corporation

attachment

**GRANT PROPOSAL**  
**The City of Avalon**  
**From**  
**Catalina Island Medical Center**  
**October 29, 2015**

**CATALINA ISLAND MEDICAL CENTER (CIMC)** seeks funding from the **CITY OF AVALON** (Grantor) in the amount of \$199,696 for the purchase of a new diesel emergency backup generator to be installed at (Grantee) CIMC's facility, 100 Falls Canyon Road in compliance with the California Office of Statewide Health Planning and Development (OSHPD) and the South Coast Air Quality Management District (AQMD) guidelines.

The need for addressing a new diesel emergency backup generator has been prompted by notification on June 14, 2014 by the South Coast Air Quality Management District located in Diamond Bar, California, that due to its non-compliant performance and the imminent threat of punitive fines based on the release of unapproved levels of particulate matter by the existing generator while operating in proximity to Avalon School and has been so stipulated by both the CITY OF AVALON (Grantor) and CIMC (Grantee). In response to the notification to the hospital, CIMC requested and obtained the consultative services of ProActive Consulting Group, Huntington Beach, California for an evaluation and recommendation to address the findings of the SCAQMD report. Those findings concluded that the generator installed by the City of Avalon in 1983 should be replaced with a complying unit. The hospital requested and received from the E. H. Butland Corporation, construction specialists in health care facilities, of Reseda, California a proposal inclusive of cost of equipment, material, prevailing labor and permits to replace the unit would be \$199,696. General acute care hospitals licensed by the State of California Department of Public Health are required to have emergency generator power as one of the conditions of being granted their license. There is no exemption provision for an acute care facility from this requirement. The SCAQMD has air quality standards to which the hospital must comply. There is no known exemption from those standards. For the community of Avalon to have a licensed acute care hospital the facility must conform to state mandated requirements regarding the safety of the public.

Upon receiving the requested funds, CIMC (Grantee) petitions through this proposal that the City of Avalon (Grantor) decrease the approximately \$200,000 balance going forward to \$100,000, and giving the Grantee options under which "in-kind" considerations will be provided (through medical, preventative and ancillary services) to Grantor employees, for a period not to exceed three years from the time of funding, to repay the remaining \$100,000 balance in full.

In exchange for CITY OF AVALON (Grantor) funding, CIMC (Grantee) will obtain a fair and competitive bid for purchase of the new generator. Installation and operation of this equipment will be conducted in accordance with all data and specifications required by OSHPD and AQMD. This equipment has historically been serviced and maintained by

the City of Avalon and will continue to receive that support by the City's maintenance staff.

### **PROPOSED SERVICES AND PROGRAMS**

Having demonstrated the ability to provide all encompassing community programs such as the Annual Health Fair and the highly successful "Stepping Into Health" Group Lifestyle Balance classes, CIMC proposes to serve CITY OF AVALON's eligible personnel through a diverse and effective provision of services, well planned events and time given by medical providers and support staff to help Grantor participants achieve and maintain healthier lifestyles.

Through an exclusive opportunity for employees to receive their own **Health Fair, clinical testing, screening services and ongoing educational programs**, CIMC can make it as easy as possible for the City of Avalon's employees to identify potential health issues, to receive information and referrals to guide them to the help they need, and for them to receive health education on a variety of important topics.

**Annual health fairs** in Avalon exclusively for city employees will be the cornerstone of the Grantee's proposed services and will include individual assessments including vision chart screening, height, weight, BMIs, pulmonary function testing, blood pressure and "finger stick" blood sugar and cholesterol testing, as well as carotid ultrasound/stroke screenings, bone density and other ultrasound procedures.

City employees may not currently be taking full advantage of available health and medical services at CIMC due to such issues as high insurance deductibles, co-pays and non-coverage for specific tests, plus the inconvenience of having to come to the hospital for testing. Grantee will use City of Avalon grant funding to cover the cost of CIMC performed lab tests at Grantor "Health Fairs" each year, CIMC will subsidize the cost of carotid artery/ stroke screenings and other ultrasound procedures scheduled by employees by paying half of each scheduled ultrasound at Grantor participant "Health Fairs." Those City adult employees who are interested in more information about their test results will also be provided a personal and confidential consultation with a registered nurse (following their screenings) to receive important health education and individualized referrals.

**Free or reduced-cost medical screenings and occupational health services will be offered throughout the year, including:**

- Free flu vaccines
- "Shared cost" mammograms in which CIMC will pay up to \$50 towards the individual employee's portion of the insurance deductible or co-payment on the island's annual mammogram service.
- Free pre-employment physical examinations
- Free random drug testing
- Free Department of Transportation screenings.

**Educational programs** including electronic newsletters on health and nutrition, free CPR training, disaster preparedness seminars and other shared "in service" informational presentations will benefit all Grantor employees. Grantor's eligible members will be able to participate in the TOPS (Take Off Pounds Sensibly) support group which meets weekly at CIMC and CIMC will pay the \$32 annual membership for each employee.

### **NEEDS TO BE MET BY THIS PROGRAM**

Catalina Island Medical Center will provide all eligible City employees an opportunity to improve their health, with particular focus on identifying existing health conditions through the local annual Grantor Health Fairs and subsidized mammograms that will make it easier for employees to receive recommended health screenings. Additional attention will focus on the island's higher-than-average number of obese and overweight community members. More than 69 percent of adults on Catalina are either overweight or obese (as compared to 66% of adults nation-wide). The rates within the island's Hispanic population are exceptionally high— more than 79 percent of Catalina Hispanic adults being "overweight" or "obese." The TOPS Program is "Real People and Real Weight Loss". It will help participants make healthy lifestyle choices, be more physically active and thereby reduce the threat of diabetes, cardiovascular illness or other life-threatening conditions.

### **RESTRICTIONS, EXCLUSIONS AND LIMITATIONS TO CIMC SERVICES**

- This program is not intended to reimburse or subsidize City of Avalon employees and/or family members for their use of routine or acute medical care at CIMC. Medical Group Office services, emergency department care, laboratory, radiology, physical therapy or inpatient needs will continue to be billed to Grantor participants.
- Grantee will work collaboratively with the Grantor on all internally directed publicity regarding the availability of medical and informational services. Communication of these programs and services will be achieved through the Grantor's employee communication channels.
- Only those who have been identified as eligible to receive Grantee services by the Grantor in writing, prior to the point of care, will be provided with the group medical programs or ancillary care.
- Grantor results from medical testing and TOPS Club membership may be used by CIMC in efforts to document the services that were provided, and to apply for and secure additional grants.
- Grantee will abide by all HIPAA guidelines to keep all patient information confidential. CIMC will never disclose individual employee participation or progress unless authorized by the patient and the Grantor.

- All photographs and newspaper articles are purely for publicity and marketing purposes and are subject to Grantor's approval prior to being submitted.
- Annual Grantor Health Fairs will be scheduled on the island for a mutually agreed upon date, at a time convenient for both Grantor and Grantee and at a site conducive to accommodate the maximum number of medical providers and participants.
- Grantor will also endeavor to make its space resources available for programs associated with this grant.