

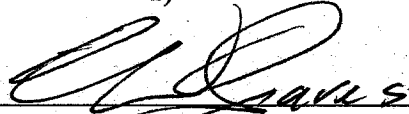



City of Carson Report to Mayor and City Council

September 7, 2010
New Business Consent

SUBJECT: CONSIDERATION OF RESOLUTION NO. 10-076 APPROVING A COOPERATION AGREEMENT BY AND BETWEEN THE CARSON REDEVELOPMENT AGENCY AND THE CITY OF CARSON FOR PAYMENT BY THE CARSON REDEVELOPMENT AGENCY FOR PROJECT NO. 921: AVALON BOULEVARD INTERCHANGE MODIFICATIONS AT THE I-405 FREEWAY (PROJECT AREA NO.

1)


Submitted by Clifford W. Graves
Economic Development General Manager


Approved by Jerome G. Groomes
City Manager

THIS IS A COMPANION AGENDA ITEM

I. SUMMARY

The subject of this report is a Cooperation Agreement (Exhibit No. 1) by and between the Carson Redevelopment Agency (Agency) and the city of Carson (City) to allow the use of Agency funds for Capital Improvement Project No. 921, the Avalon Boulevard Interchange Modifications at I-405 Freeway located within Project Area No.1 (Exhibit No. 2). The amount of Agency funds required from FY 2010/11 is \$7,440,404.00 from Project Area No. 1.

In order for the City to access the funds, the Agency and the City must agree to the advancement by the City and reimbursement by the Agency of those costs by jointly executing Resolution No. 10-076 (Exhibit No. 3) and the attached Cooperation Agreement.

II. RECOMMENDATION

TAKE the following actions:

1. WAIVE further reading and ADOPT Resolution No. 10-076, "A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CARSON, CALIFORNIA, MAKING CERTAIN FINDINGS AND APPROVING A COOPERATION AGREEMENT BY AND BETWEEN THE CARSON REDEVELOPMENT AGENCY AND THE CITY OF CARSON FOR THE AVALON BOULEVARD INTERCHANGE MODIFICATIONS AT THE I-405 FREEWAY IN PROJECT AREA NO. 1."
2. AUTHORIZE the Mayor to execute the Cooperation Agreement following approval as to form by the City Attorney.

7.

III. ALTERNATIVES

1. MODIFY Resolution No. 10-076 and APPROVE as modified.
2. TAKE another action the City Council deems appropriate.

IV. BACKGROUND

The City's capital improvement program calls for Avalon Boulevard Interchange Modifications at the I-405 Freeway under Project No. 921. The proposed project is approximately 1.4 miles southeast of the I-405 Freeway interchange with Main Street and 0.7 miles northwest of the I-405 Freeway interchange with Carson Street. The project includes the construction for a portion of a City collector roadway west of Avalon Boulevard, reconfiguring the existing on-ramps and off-ramps at Avalon Boulevard and construction of a new southbound on-ramp in the southeast quadrant of the interchange.

The proposed modifications will allow access to the proposed 1,500,000 square foot "The Boulevards at South Bay" development at a currently vacant site at the southwest quadrant of this interchange and will create a southbound I-405 Freeway on-ramp from northbound Avalon Boulevard next to the former Don Kott auto dealership properties. As a result of the traffic and environmental studies conducted for this development, it was concluded that the Avalon Boulevard interchange modifications at the I-405 Freeway were necessary to provide improved access to the existing South Bay Pavilion mall as well as other land uses in the vicinity. The proposed expansion of, and recent construction within, the California State University Dominguez Hills boundaries, located approximately 1.5 miles north of this interchange, has emphasized the need for and benefit of this project as well.

In accordance with the federal and state requirements, to be eligible for reimbursement, the project must be placed in a specific federal or state funding program and the local agency must obtain authorization to proceed with each phase of the project from the California Department of Transportation (Caltrans).

On August 26, 2002, Caltrans issued "Authorization to Proceed with Preliminary Engineering" in the form of an E-76. Caltrans' authorization, followed by the execution of a Program Supplement Agreement to the Administering Agency-State Master Agreement No. 07-5403 between the state and the City, obligated up to \$769,125.00 in the Federal National Corridors and Borders fund (NCB) for the design phase of this project.

On November 15, 2005, the Agency Board approved a Professional Services Agreement with DMJM Harris Inc. in the amount of \$1,256,849.00, to prepare the Project Report, Environmental Document (ED), including Initial Study/Environmental Assessment (IS/EA), and Geometric Approval Drawings (GAD) to obtain the Project Approval (PA); and for the preparation of PS&E for Project No.

921: Avalon Boulevard Interchange Modifications at the I-405 Freeway (Exhibit No. 4).

On May 16, 2006, the City Council adopted Resolution No. 06-007 approving Cooperative Agreement No. 07-4618 with Caltrans. Cooperative Agreement No. 07-4618 formalized the financial and procedural arrangements between Caltrans and the City for the design phase of the Avalon Boulevard Interchange Modifications at the I-405 Freeway (Exhibit No. 5).

On March 7, 2007, the Agency Board approved the First Amendment to the Professional Services Agreement with DMJM Harris Inc. in the amount of \$208,719.00 (Exhibit No. 6).

On May 6, 2008, the Agency Board approved the Second Amendment to the Professional Services Agreement with DMJM Harris Inc. in the amount of \$399,918.00 (Exhibit No. 7).

On December 16, 2008, the City Council/Agency Board approved a Professional Services Agreement with Parsons Transportation Group Inc. to provide Construction Management Services for Project No. 921: Avalon Boulevard Interchange Modifications at the I-405 Freeway; for a negotiated fee not-to-exceed \$2,403,506.43, pending Caltrans' pre-award audit (Exhibit No. 8).

On April 21, 2009, the City Council adopted Resolution No. 09-038 authorizing the execution of Cooperative Agreement No. 07-4840 with Caltrans. Cooperative Agreement No. 07-4840 formalized the financial and procedural arrangements between Caltrans and the City for the construction and maintenance phase of the Avalon Boulevard Interchange Modifications at the I-405 Freeway (Exhibit No. 9).

The Avalon Boulevard Interchange Modifications at the I-405 Freeway project includes construction of a bridge over the Los Angeles county Torrance Lateral Flood Control Channel. The appraised value of the required right-of-way is \$303,600.00.

The Avalon Boulevard Interchange Modifications at the I-405 Freeway project also includes construction of an additional traffic signal at this intersection. Caltrans required the adoption of a resolution by the City Council authorizing execution of an agreement for sharing the cost of state highway electrical facilities between the state and the City.

On September 15, 2009, the City Council adopted Resolution No. 09-098 authorizing the execution of an agreement for the cost sharing of state highway electrical facilities with the City (Exhibit No. 10). The agreement for sharing the cost of state highway electrical facilities superseded a similar agreement dated August 2, 1988.

On December 15, 2009, the Agency Board approved the Third Amendment to the Professional Services Agreement with DMJM Harris Inc. in the amount of

\$379,989.00, which brings the total design cost of the project to \$2,245,475.00 (Exhibit No. 11).

On December 15, 2009, the City Council/Agency Board approved the PS&E, and instructed the staff to advertise the work, immediately after issuance of authorization to proceed with construction by Caltrans, and called for bids for Project No. 921 [Federal No. NCBLN01-5403(010)]: Avalon Boulevard Interchange Modifications at the I-405 Freeway.

On February 8, 2010, a request for authorization to proceed with construction was submitted to Caltrans. On April 12, 2010, Caltrans issued authorization to advertise the project for construction bids. On May 4, 2010, the project was advertised and the bid opening was set for June 3, 2010.

Caltrans' construction authorization, and the execution of a Program Supplement Agreement to the Administering Agency-State Master Agreement No. 07-5403R between the state and the City, will obligate up to \$4,319,521.00 in the Safe, Accountable, Flexible, and Efficient Transportation Equity Act – A Legacy for Users (SAFETEA-LU) and \$6,770,950.00 in the Metropolitan Transit Authority (MTA) – 2009 Call for Projects for the construction phase of this project. Including the \$769,125.00 of NCB funds, which the City was reimbursed for the design phase of the project, this project has \$11,859,596.00 of available federal and state funds for design and construction.

On June 15, 2010, the City Council/Agency Board awarded a construction contract for Project No. 921 [Federal No. NCBLN01-5403(010)]: Avalon Boulevard Interchange Modifications at the I-405 Freeway, in the amount of \$12,219,821.65, to the lowest responsible bidder, Powell Constructors (Exhibit No. 12).

Avalon Boulevard Interchange Modifications at the I-405 Freeway is located within the Agency's Project Area No. 1. The Agency is proposing to partially fund the cost of the interchange modifications project. The funding of these modifications must be defined through a Cooperation Agreement between the Agency and City.

The accomplished and anticipated timeline for this project is as follows:

Approval of PS&E	December 15, 2009
Caltrans issuance of "Authorization to Proceed with Construction" in the form of an E-76	April 12, 2010
Advertise Notice Inviting Bids	May 4, 2010
Award of construction contract	June 15, 2010
Start of construction	July 2010
Completion of construction	December 2011

V. FISCAL IMPACT

This is a multi-year project for which required funds have been and will be budgeted each fiscal year in the Agency Project Area No. 1. The Agency Board will consider the appropriation of funds for this project during the FY 2010/11 budget deliberations.

As of the approval of the FY 2008/09 budget, the total estimated cost of this project was \$21,800,000.00. However, as of the date of preparation of this agenda item, the total estimated cost of this project was reduced to \$19,300,000.00, due to the decrease in the construction cost. The project is funded by the Agency, the NCB, the SAFETEA-LU, and the MTA 2009 Call for Projects as shown in detail in the following tables.

The updated distribution of estimated costs for this project is as follows:

Description	Amount
DMJM Harris Inc.: Design Phase (PS&E)	\$2,245,475.00
Parsons Transportation Group Inc.: Construction Management	\$2,403,506.43
Powell Constructors: Construction Contract	\$12,219,821.65
Construction contingency (15%)	\$1,832,973.00
SCE: Power Pole relocation	\$20,000.00
LA County DWP: right-of-way acquisition	\$303,600.00
Caltrans: Traffic Controllers, ramp metering equipments and certain inspections per construction cooperative agreement	\$250,000.00
Various: printing and publication	\$24,623.92
TOTAL PROJECT COST	\$19,300,000.00

The project funding sources and amounts are as follows:

Fund Source	Design Phase	Construction Phase	Amount
AGENCY	\$1,476,350.00	\$5,964,054.00	\$7,440,404.00
NCB	\$769,125.00	n/a	\$769,125.00
SAFETEA-LU	n/a	\$4,319,521.00	\$4,319,521.00
MTA – 2009 Call for Projects	n/a	\$6,770,950.00	\$6,770,950.00
TOTAL	\$2,245,475.00	\$17,054,525.00	\$19,300,000.00

VI. EXHIBITS

- 1. Cooperation Agreement. (pgs. 7-12)
- 2. Location map. (pg. 13)
- 3. Resolution No. 10-076. (pgs. 14-15)

Exhibits listed below are included with the Carson Redevelopment Agency Companion item.

- 4. Minutes, November 15, 2005, Item No. 6. (pg. 16)
- 5. Minutes, May 16, 2006, Item No. 19. (pg. 17)
- 6. Minutes, March 7, 2007, Item No. 8. (pg. 18)
- 7. Minutes, May 6, 2008, Item No. 2. (pg. 19)
- 8. Minutes, December 16, 2008, Item No. 7. (pg. 20)
- 9. Minutes, April 21, 2009, Item No. 11. (pg. 21)
- 10. Minutes, September 15, 2009, Item No. 10. (pg. 22)
- 11. Minutes, December 15, 2009, Item No. 4. (pg. 23)
- 12. Minutes, June 15, 2010, Item No. 6. (pg. 24)

Prepared by: Massoud Ghiam and Michelle Chambers

sf:Rev061902

Reviewed by:

City Clerk	City Treasurer
Administrative Services	Development Services
Economic Development Services	Public Services

Action taken by City Council

Date _____ Action _____

**COOPERATION AGREEMENT
BETWEEN
CARSON REDEVELOPMENT AGENCY
AND THE CITY OF CARSON
AVALON BOULEVARD INTERCHANGE MODIFICATIONS
(Project Area No. 1)**

THIS COOPERATION AGREEMENT (Agreement) is entered into as of _____, 2010, by and between the CARSON REDEVELOPMENT AGENCY, a public body, corporate and politic (Agency), and the CITY OF CARSON, a municipal corporation (City).

RECITALS

A. Pursuant to Community Redevelopment Law (California Health and Safety Code Section 33000, *et seq.*) the Agency is undertaking a program for the redevelopment of blighted areas in the City and, in that regard, pursuant to Health and Safety Code Section 33445, the Agency proposes to pay for part of the cost of the Avalon Boulevard Interchange Modification at the I-405 Freeway (Modifications) for the benefit of Project Area No.1.

B. The City intends to manage the Modifications of the Interchange to assist the Agency in the elimination of blight.

C. Pursuant to Resolution No. 10-076, the City has included the Modifications in its 5-Year Capital Improvement Program (CIP) under Project Number .921, with the expectation that the Agency will reimburse the City for the City's payment of the cost thereof. No City funds were, or are reasonably expected to be available on a long-term basis under the budget or CIP to pay for the cost of the Modifications.

NOW, THEREFORE, THE PARTIES DO HEREBY AGREE AS FOLLOWS:

Section 1. Purpose of this Agreement

The City and the Agency desire to enter into this Agreement to acknowledge the above recitals and to provide for the advance by the City and the payment or reimbursement by the Agency of the cost of the I-405 Freeway Modification project as described in Exhibit "A."

Section 2. Construction

The City shall perform all required preparatory work and oversight of the Modifications, including any applicable acquisition of land and rights-of-way and environmental assessment, and shall install and construct, or cause to be installed and constructed, the Modifications. The City shall retain a person or entity experienced in the design and construction of the Modifications to undertake the design of the Modifications and to prepare plans and specifications therefor. The City shall, in accordance with all applicable federal, state and local laws, rules and regulations, construct, or cause to be constructed, the Modifications in accordance with such plans and specifications.

Section 3. Reimbursement by the Agency

The Agency shall pay to the City, on a pro rata basis with all other funding sources, all amounts submitted and verified as completed according to the amounts specified in Exhibit "A," with the total reimbursement amount not to exceed the Agency's share as set forth in the "Project funding sources and amount" table in Exhibit "A". The parties recognize that repayment may occur over a period of time. The obligations of the Agency under this Agreement shall constitute an indebtedness of the Agency within the meaning of Section 33670 *et seq.* of the Community Redevelopment Law. The Agency may issue the repayment required hereunder from any revenue sources legally available to it, including but not limited to tax increment and/or Agency bond proceeds.

Section 4. Obligation to Pay Subordinate to Other Obligations

The obligation of the Agency to make payment to the City shall, without necessity of further action by the Agency or City, be junior and subordinate to all other obligations or indebtedness heretofore to hereafter voluntarily incurred by the Agency.

Notwithstanding the foregoing, this Agreement constitutes an indebtedness of the Agency and a pledging of tax allocations from Project Area No. 1 to repay the indebtedness, under the provisions of Section 16 of Article XVI of the California Constitution and Sections 33670-33674 of the Health and Safety Code; provided, however, that the pledge of tax allocations shall always be subordinate and subject to the right of the Agency to pledge or commit tax allocations from Project Area No. 1 to repay bonds or other indebtedness incurred by the Agency.

Section 5. Limit on Total Outstanding Advances by City to Agency

The total amount of outstanding advances made by the City to the Agency in any fiscal year pursuant to this Agreement and pursuant to any other cooperation agreement or any agreement for advance and reimbursement of administrative and overhead expenses shall not exceed the aggregate amount of anticipated tax increment revenue and other financing sources available to the Agency in that fiscal year.

Section 6. Effect and Duration of Covenants

The covenants established in this Agreement shall, without regard to technical classification and designation, be binding on the parties hereto and their successors in interest.

Section 7. Nonliability of Officials and Employees

No Agency Board member, Councilmember, or Treasurer, and no official, agent, or employee or agent of the Agency or the City shall be personally liable to the other parties, or any successor in interest, in the event of any default or breach by the Agency or the City, or for any amount which may become due to the City or Agency, or successor, or on any obligations under the terms of this Agreement.



Section 8. Obligation to Refrain from Discrimination

The City and Agency covenant and agree for themselves, their successors and assigns that there shall be no discrimination against or segregation of any person, or group of persons, on account of race, color, creed, religion, marital status, sex, age, national origin or ancestry in the sale, lease, sublease, transfer, use, occupancy, tenure or enjoyment of the lands, rights-of-way or Improvements described in Section 1, above, nor shall the City or the Agency, or any person claiming under or through the City or Agency, establish or permit any such practice or practices of discrimination or segregation with reference to the selection, location, number use or occupancy of tenants, lessees, subtenants, sublessees, or vendees of the lands, rights-of-way and Improvements. The City and the Agency shall refrain from restricting the rental, sale, or lease of the rights-of-way and Improvements on the basis of race, color, creed, religion, marital status, age, sex, national origin, or ancestry of any person. All such deeds, leases or contracts for the sale, lease, sublease or other transfer of the rights-of-way and Improvements shall contain or be subject to substantially the following nondiscrimination or nonsegregation clauses:

A. In Deeds: "The grantee herein covenants by and for itself, its successors and assigns, and all persons claiming under or through them, that there shall be no discrimination against or segregation of, any person or group of persons on account of race, color, creed, religion, sex, marital status, age, national origin, or ancestry in the sale, lease, sublease, transfer, use, occupancy, tenure or enjoyment of the land herein conveyed, nor shall the grantee itself or any persons claiming under or through it, establish or permit any such practice or practices of discrimination or segregation with reference to the selection, location, number, use or occupancy of tenants, lessees, subtenants, sublessees, or vendees on the land herein conveyed. The foregoing covenants shall run with the land."

In Leases: The lessee herein covenants by and for itself, its successors and assigns, and all persons claiming under or through them, and this lease is made and accepted upon and subject to the following conditions: "That there shall be no discrimination against or segregation of any person or group of persons, on account of race, color, creed, religion, marital status, age, sex, national origin, or ancestry, in the leasing, subleasing, transferring, use, occupancy, tenure or enjoyment of the land herein leased nor shall the lessee itself, or any person claiming under or through it, establish or permit such practice or practices of discrimination or segregation with reference to the selection, location, number, use or occupancy of tenants, lessees, sublessees, subtenants, or vendees on the land herein leased."

In Contracts: "There shall be no discrimination against or segregation of, any person, or group of persons on account of race, color, creed, religion, sex, marital status, handicap, ancestry or national origin in the sale, lease, sublease, transfer, use, occupancy, tenure or enjoyment of the premises, nor shall the transferee himself or herself of any person claim under or through him or her, establish or permit any such practice or practices of discrimination or segregation with reference to the selection, location, number, use or occupancy of tenants, lessees, subtenants, sublessees or vendees of the premises."



Section 9. Future Cooperation

The parties hereto agree to take all appropriate steps and execute any documents which may reasonably be necessary or convenient to implement the intent of this Agreement.

Section 10. Records

Each party shall maintain books and records regarding its duties pursuant to this Agreement. Such books and records shall be available for inspection by the officers and agents of the other party and by the public at all reasonable times.

Section 11. Law Governing

This Agreement is made in the State of California under the constitution and laws of the State of California, and is to be so construed.

Section 12. Severability

Whenever possible, each provision of this Agreement shall be interpreted in such a manner as to be valid under applicable law. If any provision of this Agreement is determined by a court of competent jurisdiction to be invalid, void or unenforceable, the remaining provisions shall nevertheless continue in full force and effect.

Section 13. Implementation Memoranda

From time to time, the Mayor and the Executive Director may execute implementation memoranda, to evidence, in addition to this Agreement, the indebtedness of the Agency to the City created by this Agreement and the program and/or plan for implementing any of the provisions hereof.

Section 14. Liability and Indemnification.

Pursuant to Section 895.4 of the Government Code, the Agency and the City agree that each will assume the full liability imposed on it or any of its officers, agents or employees for injury caused by a negligent or wrongful act or omission occurring in the performance of this Agreement, and each party agrees to indemnify and hold harmless the other party for any loss, cost or expense that may be imposed on the other party by virtue of Section 895.2 and 895.6 of the Government Code.

No officer, official, employee, agent or representative of the City or Agency shall be personally liable for any amount that may become due to the City or Agency hereunder.

[Signatures on Next Page.]



CARSON REDEVELOPMENT AGENCY

By: _____
Chairman Jim Dear

ATTEST:

Agency Secretary Helen S. Kawagoe

APPROVED AS TO FORM:

Agency Counsel

CITY OF CARSON

By: _____
Mayor Jim Dear

ATTEST:

City Clerk Helen S. Kawagoe

Approved as to form:

City Attorney



EXHIBIT "A"

DESCRIPTION OF MODIFICATIONS AND COSTS

Description of Modifications:

The project is approximately 1.4 miles southeast of the I-405 freeway interchange with Main Street and 0.7 miles northwest of the I-405 freeway interchange with Carson Street. The project includes the construction for a portion of a city collector roadway west of Avalon Boulevard, to reconfigure the existing on-ramps and off ramps at Avalon Boulevard and of a new southbound on-ramp in the southeast quadrant of the interchange and the construction of a bridge over the Los Angeles County Torrance Lateral Flood Control Channel. These modifications will allow access to "the Boulevard at South Bay" development at a currently vacant site at the southwest quadrant of this interchange and will create a southbound I-405 freeway on-ramp from northbound Avalon Boulevard next to the former Don Kott auto dealership properties.

Cost of Modifications:

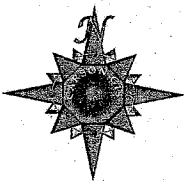
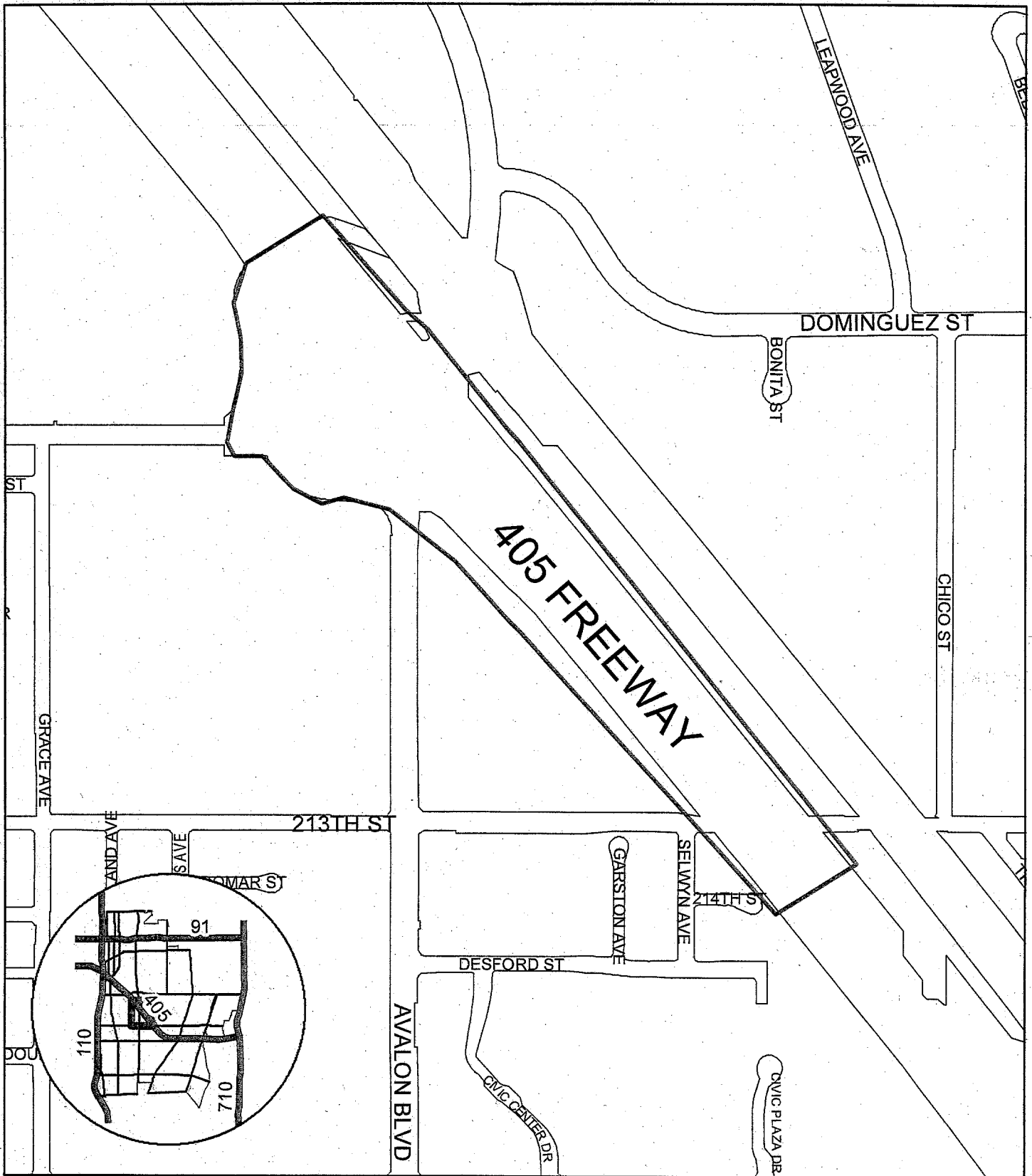
This is a multi-year project for which required funds have been and will be budgeted each fiscal year in the Carson Redevelopment Agency (CRA) Project Area No. 1 budget, the total estimated cost of this project is \$19,300,000.00.

Estimated costs for this project:

Description	Amount
DMJM Harris Inc.: Design Phase (PS&E)	\$ 2,245,475.00
Parsons Transportation Group Inc. Construction Management	\$ 2,403,506.43
Powell Constructors: Construction Contract	\$12,219,821.65
Construction contingency (15%)	\$ 1,832,973.00
SCE: Power Pole relocation	\$ 20,000.00
LA County DWP: right-of-way acquisition	\$ 303,600.00
Caltrans: Traffic Controllers, ramp metering equipments and certain inspections per construction cooperative agreement	\$ 250,000.00
Various: printing and publication	\$ 24,623.92
TOTAL PROJECT COST	\$19,300,000.00

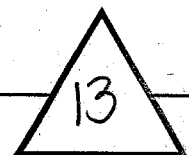
Project funding sources and amount:

Fund Source	Design Phase	Construction Phase	Amount
AGENCY	\$1,476,350.00	\$ 5,964,054.00	\$ 7,440,404.00
NCB	769,125.00	n/a	\$ 769,125.00
SAFETEA-LU	n/a	\$ 4,319,521.00	\$ 4,319,521.00
MTA – 2009 Call for Projects	n/a	\$ 6,770,950.00	\$ 6,770,950.00
TOTAL	\$2,245,475.00	\$17,054,525.00	\$19,300,000.00



Location Map
Project No. 921
Avalon Boulevard Interchange Modification
at the I-405 Freeway Project

EXHIBIT NO. 2



RESOLUTION NO. 10-076

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CARSON, CALIFORNIA, MAKING CERTAIN FINDINGS AND APPROVING A COOPERATION AGREEMENT BY AND BETWEEN THE CARSON REDEVELOPMENT AGENCY AND THE CITY OF CARSON FOR THE AVALON BOULEVARD INTERCHANGE MODIFICATIONS AT THE I-405 FREEWAY IN PROJECT AREA NO. 1

WHEREAS, the Carson Redevelopment Agency (Agency) has been duly created, established and authorized to transact business and exercise its powers under and pursuant to the Community Redevelopment Law (Part 1 of Division 24 of the Health and Safety Code of the State of California); and

WHEREAS, to effectuate the provisions of the Redevelopment Plan for the Carson Project Area No. 1 (Redevelopment Plan), the Agency is considering entering into a Cooperation Agreement (Agreement), a copy of which is available at the Economic Development Department, and by this reference incorporated herein, with the City of Carson (City) to facilitate the Agency's pro rata reimbursement of the City for a portion of the costs of the Avalon Boulevard Interchange Modifications at the I-405 Freeway (Modifications), as described in the Agreement, which interchange is located within the Agency's Project Area No. 1; and

WHEREAS, as the City's capital improvement program calls for the Modifications, the City Engineer recommends that the Modifications be funded under the Agreement upon commencement of construction which is anticipated to begin during Fiscal Year 2010/11; and

WHEREAS, in accordance with the National Environmental Policy Act (NEPA) 942 U.S.C. §§ 4321, *et seq.*) and the California Environmental Quality Act (CEQA) (California Public Resources Code Section 21000, *et seq.*), the State CEQA Guidelines (Title 14, California Code of Regulations Section 15000 *et seq.*), a study prepared by staff resulted in a Finding of No Significant Impact (FONSI) and a Negative Declaration, which documents were signed by the California Department of Transportation on March 18, 2009, and which documents conclude that the Modifications will not have a significant impact on the environment; and

WHEREAS, the financial assistance contemplated in the Agreement is the reimbursement of public improvement costs and there are no other funds available to fund this portion of the Modifications, the Modifications will assist in the elimination of blight in the project area by creating access to the "Boulevard at South Bay" development, will create a southbound I-405 freeway on-ramp from northbound Avalon Boulevard and provide improved access to the existing South Bay Pavilion mall, and the Modifications are consistent with the Implementation Plan adopted for Project Area No. 1 pursuant to Section 33490, and the Redevelopment Plan; and

WHEREAS, all legal prerequisites to the adoption of this resolution have occurred.

EXHIBIT NO. - 3

[MORE]

NOW, THEREFORE, based on the evidence presented to the City Council, including the written staff report, the City Council does hereby find, determine and resolve as follows:

Section 1. The above recitals are all true and correct and hereby adopted as findings.

Section 2. There are no other available funds to finance the Modifications; the Modifications will provide a benefit to the neighborhood and Project Area No. 1; and the payment of Agency funds for a portion of the Modifications will assist in the elimination of blight and is consistent with the applicable Redevelopment Plan and Implementation Plan.

Section 3. The Agreement and the instruments referenced therein are hereby approved for execution and delivery by the Mayor and/or any other authorized officers with such changes or modifications as the Mayor and/or any such other authorized officers may deem necessary (as conclusively evidenced by the execution thereof) to effectuate the purpose of the Agreement. The City Clerk is hereby authorized to attest to the Agreement and such instruments.

Section 4. The Mayor and/or any other authorized officers are hereby authorized to take such actions, perform such deeds, and execute, acknowledge and deliver such instruments and documents as deemed necessary to effectuate the transactions contemplated under the Agreement.

PASSED, APPROVED and ADOPTED this ____ day of _____, 2010.

Mayor Jim Dear

ATTEST:

City Clerk Helen S. Kawagoe

APPROVED AS TO FORM:

City Attorney