



Agenda

Special Meeting of the

**Bell City Council/Bell Community Housing Authority/Successor Agency to
the Bell Community Redevelopment Agency/ Bell Public Finance Authority**

Monday, July 17, 2023

5:30 P.M. OPEN SESSION

**BELL COMMUNITY CENTER
6250 PINE AVENUE, BELL CA 90201**

**Fidencio J. Gallardo
Mayor**

**Ana Maria Quintana
Vice-Mayor**

**Monica Arroyo
Council Member**

**Alicia Romero
Council Member**

**Ali Saleh
Council Member**

Welcome to the City Council Meeting

The Bell City Council and staff welcome you. This is your City Government. Individual participation is a basic part of American Democracy and all Bell residents are encouraged to attend meetings of the City Council. Regular City Council meetings are held the second and fourth Wednesday of the month at 7:00 p.m., Bell Community Center, 6250 Pine Avenue. For more information, you may call City Hall during regular business hours 8:00 a.m. to 4:00 p.m., Monday through Friday at (323) 588-6211 Extension 2615.

City Council Organization

There are five City Council members, one of whom serves as Mayor and is the presiding officer of the City Council. These are your elected representatives who act as a Board of Directors for the City of Bell. City Council members are like you, concerned residents of the community who provide guidance in the operation of your City.

Addressing the City Council

If you wish to speak to the City Council on any item which is listed or not listed on the City Council Agenda, please complete a *Request to Speak Card* available in the back of the City Council Chambers. Please submit the completed card to the City Clerk prior to the meeting. The Mayor will call you to the microphone at the appropriate time if you have filled out a *Request to Speak Card*. At that time, approach the podium and please clearly state your name and address, and proceed to make your comments.

Compliance with Americans with Disabilities Act

The City of Bell, in complying with the Americans with Disabilities Act (ADA), request individuals who require special accommodation(s) to access, attend, and or participate in a City meeting due to disability. Please contact the City Clerk's Office, (323) 588-6211, Ext. 2615, at least one business day prior to the scheduled meeting to ensure that we may assist you.

Statement Regarding Compensation for Members of the Bell City Council

Compensation for the members of the Bell City Council is \$673 a month. In accordance with Government Code Section 54952.3, Councilmembers will not receive any additional compensation or stipend for the convening of the following regular meetings: Successor Agency to the Bell Community Redevelopment Agency, the Bell Community Housing Authority, the Bell Public Finance Authority, the Bell Surplus Property Authority, and the Bell Solid Waste Authority.

SPECIAL JOINT MEETING OF THE

Bell City Council/Bell Community Housing Authority/Successor Agency to the Bell Community Redevelopment Agency/Bell Public Finance Authority

Monday, July 17, 2023

5:30 P.M. Open Meeting

Location: Bell Community Center, 6250 Pine Avenue, Bell CA 90201

MEETING WILL BE HELD IN-PERSON AT THE BELL COMMUNITY CENTER

PUBLIC COMMENT: If you wish to make a comment on items listed on the agenda, you may attend the meeting in-person at Bell Community Center. Please complete a Request to Speak Card available in the location and wait until the mayor calls you to approach the podium. Please clearly state your name and address and proceed to make your comments.

You may also submit input electronically through a temporary public comment email established for City of Bell City Council meetings at cityclerk@cityofbell.org. Your written comment must be submitted by 4pm on Monday, July 17, 2023. Any emails received after the time indicated will not be included in the record. Written Comments will be subject to the three minute time limitation (approximately 350 words).

The meeting will be recorded and live streamed on the City's website at <http://www.cityofbell.org/?NavID=101>

Call to Order

Roll Call of the City Council in their capacities as Councilmembers/Members of all Related Agencies: Arroyo, Romero, Saleh, Quintana, and Gallardo

Pledge of Allegiance

Communications from the Public

This is the time members of the public may address the City Council and related Authorities and Agencies on items that are listed on the agenda only. (Each speaker is limited to three minutes)

Business Session

1. Resolution Approving Participation in the Los Angeles Urban County Community Development Block Grant Program by Authorizing the Mayor or his Designee to Sign a Cooperation Agreement with the County of Los Angeles. (*City Council*)

Recommendation: *It is recommended that the City Council:*

1. Authorize the City of Bell to continue participating in the Community Development Block Grant (CDBG) Program for Fiscal Years 2024-2025, 2025-2026 and 2026-2027; and
2. Read by title only, waive further reading, and adopt Resolution 2023-53 titled:

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

Next Regular Meeting, Wednesday, July 26, 2023

I, Angela Bustamante, City Clerk of the City of Bell, certify that a true, accurate copy of the foregoing agenda was posted on July 13, 2023 at least twenty-four (24) hours prior to the meeting as required by law.

Angela Bustamante

Angela Bustamante, City Clerk

City of Bell Agenda Report

DATE: July 17, 2023

TO: Mayor and Members of the City Council

FROM: Manuel Acosta, Community Development Director

APPROVED
BY:


Michael L. Antwine II, City Manager

SUBJECT: Resolution Approving Participation in the Los Angeles Urban County Community Development Block Grant Program by Authorizing the Mayor or his Designee to Sign a Cooperation Agreement with the County of Los Angeles

RECOMMENDATION:

It is recommended that the City Council:

1. Authorize the City of Bell to continue participating in the Community Development Block Grant (CDBG) Program for Fiscal Years 2024-2025, 2025-2026 and 2026-2027
2. Read by title only, waive further reading, and adopt Resolution 2023-53 titled:

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

BACKGROUND:

In 1974, the U.S. Congress introduced the Community Development Block Grant (CDBG) Program as part of the Housing and Community Development Act. The CDBG program is funded by the U.S. Department of Housing and Urban Development (HUD). Although the Housing and Community Development Act has been amended recently, the primary objective continues to develop viable urban communities by providing decent housing, a suitable living environment, and expanding economic opportunities, principally for low- and moderate-income persons.

The City is a participant of the Urban County CDBG Program, in which the County of Los Angeles 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 assurance of certifications.

The City has executed a three-year Participating City Cooperation Agreement with the County to receive annual funding for the CDBG Program.

The current Cooperation Agreement will expire on June 30, 2024. To continue receiving annual CDBG funds, the City must adopt a resolution approving the new Cooperation Agreement for Fiscal Years 2024-2026 (the LACDA funding cycle would be July 1, 2024, to June 30, 2027).

HUD requires LACDA to submit the list of Urban County CDBG Program participating Cities by July 26, 2023; therefore, all participating Cities were required to submit the Participating City Cooperation Agreement by July 13, 2023. Unfortunately, this item was inadvertently removed from the June 26, 2023, City Council agenda. Subsequently, staff requested an extension from LACDA to allow the City of Bell to submit this resolution on July 27, 2023, but the request was not granted, therefore a special meeting was required; to meet the LACDA deadline.

If the City does not submit the Cooperation Agreement to LACDA, the ramification to the City of Bell would mean we would not receive any CDBG Grant funds in the fiscal years 2024, 2025 and 2026.

FISCAL IMPACT:

The funding for the CDBG Program is received from the U.S. Department of Housing and Urban Development (HUD) through the Los Angeles County Development Authority (LACDA).

Funds will be expended for programs and projects from General Funds and reimbursed by the LACDA with CDBG funds.

ATTACHMENTS:

1. Resolution No. 2023-53
2. Participating City Cooperation Agreement

RESOLUTION NO. 2023-53

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

WHEREAS, the City of Bell desires to continue participation in the Los Angeles Urban County Community Development Block Grant (CDBG) Program, and if applicable, the HOME Investment Partnerships (HOME) Program, and the Emergency Solutions Grants (ESG) Program, in the County's Consolidated Plan for Fiscal Years 2024-2026, commencing on July 1, 2024 and through June 30, 2027; 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, THE CITY COUNCIL OF THE CITY OF BELL DOES HEREBY RESOLVE AND DETERMINE AS FOLLOWS:

SECTION 1. The City Council adopts and approve it participation in the Los Angeles County Urban County Program and receiving CDBG funds, and if applicable, the HOME and ESG Program funds, and execution of the Participating City Cooperation Agreement between the City of Bell and the County of Los Angeles for the time period of July 1, 2024 through June 30, 2027 and self-renewing thereafter.

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

PASSED, APPROVED, AND ADOPTED this 17th day of July 2023.

Fidencio J. Gallardo, Mayor

APPROVED AS TO FORM:

David Aleshire, City Attorney

CERTIFICATE OF ATTESTATION AND ORIGINALITY

I, Angela Bustamante, City Clerk of the City of Bell, do hereby certify that the foregoing resolution was introduced and adopted at a special meeting of the City Council of the City of Bell held on the 17th day of July 2023 by the following votes:

AYES:

NOES:

ABSENT:

ABSTAIN:

Angela Bustamante, City Clerk

**COUNTY OF LOS ANGELES
COMMUNITY DEVELOPMENT BLOCK GRANT ENTITLEMENT PROGRAM
HOME INVESTMENT PARTNERSHIPS PROGRAM
EMERGENCY SOLUTIONS GRANT PROGRAM**

**PARTICIPATING CITY
COOPERATION AGREEMENT**

This **COOPERATION AGREEMENT** ("Agreement") is being entered into on this **14th** day of **JULY 2023**, to be effective on the 1st day of July 2024, by and between the **CITY OF BELL**, hereinafter referred to as "City," and the County of Los Angeles, by and through the Executive Director of the Los Angeles County Development Authority, hereinafter referred to as "County," and shall remain in effect for the County's Consolidated Plan for Fiscal Years 2024-2026. The County and the City are collectively referred to as the "Parties" or individually "Party."

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";

WHEREAS, the Parties 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") Entitlement 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, the program hereinafter referred as to the "Los Angeles Urban County Program";

WHEREAS, the City has participated with the County in the Los Angeles Urban County Program and desires to renew its participation with the County in said Los Angeles Urban County Program for the County's Consolidated Plan for Fiscal Years 2024-2026;

WHEREAS, as the Los Angeles 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 preparation 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 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 Los Angeles Urban County 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 for the City in the County's Consolidated Plan for Fiscal Years 2024-2026, which will be funded from the CDBG Entitlement Program, and, where applicable HOME and ESG Programs, from federal annual appropriations and from any program income generated from the expenditure of such funds.

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 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, the HOME Program, and the ESG Program.
3. In executing this Agreement, the City understands the following:
 - a. The County has the final responsibility for selecting CDBG, and, where applicable, HOME and ESG, activities and submitting the Consolidated Plan to HUD.
 - b. The City is not eligible for grants under the State CDBG ("Small Cities CDBG") Program per Section V(D)(1 of CDP Notice 2023-03 ("the Notice") during the period in which it participates in the Los Angeles Urban County Program.
 - c. The City may participate in the HOME Program only through the Los Angeles Urban County Program. Thus, even if the County does not receive a HOME formula allocation, the City cannot form a HOME consortium with other local governments.
 - d. The City may participate in the ESG Program only through the Los Angeles Urban County Program.

4. The term of this Agreement shall be for the County's Consolidated Plan for Fiscal Years 2024-2026 and commence on **July 1, 2024** through **June 30, 2027** ("Urban County Term"). The Parties agree that they cannot terminate or withdraw from this Agreement while it remains in effect. Towards the end of the second year of the Urban County Term, the County will notify the City in writing of its right not to participate in the County's successive Consolidated Plan for the next three-year period.

The Parties agree to adopt amendments to this Agreement incorporating changes necessary to meet the requirements for cooperation agreements set forth in HUD's *Urban County Qualification for Participation Notice*, prior to the subsequent three-year extension of the term.

5. This Agreement shall be effective for the Urban County Term and for such period of time for the expenditure of all CDBG funds, or where applicable, HOME and ESG funds, allocated to the City under this Agreement and appropriations from any program income therefrom and for the completion of the funded activities. The Parties agree that they cannot terminate or withdraw from this Agreement while it remains in effect.
6. The Parties agree to cooperate to undertake, or assist in undertaking, 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 Parties in the performance of this Agreement shall take all actions necessary or appropriate to assure compliance with the Los Angeles Urban County Program's certification under Section 104(b) of Title I of the Act, as amended, that the grant will be conducted and administered in conformity with Title VI of the Civil Rights Act of 1964; and the implementing regulations at 24 CFR Part 1, and the Fair Housing Act, and the implementing regulations at 24 CFR Part 100, and will affirmatively further fair housing. See 24 CFR § 91.225(a) and Affirmatively Furthering Fair Housing Definitions and Certifications (86 FR 30779, June 10, 2021), to be codified at 24 CFR 5.151 and 5.152, available at <https://www.federalregister.gov/documents/2021/06/10/2021-12114/restoring-affirmatively-furthering-fair-housing-definitions-and-certifications>.

Furthermore, the Parties in the performance of this Agreement shall take all actions necessary or appropriate to assure compliance with Section 109 of Title I of the Act, and the implementing regulations at 24 CFR Part 6, which incorporates Section 504 of the Rehabilitation Act of 1973, and the implementing regulations at 24 CFR Part 8, Title II of the Americans with Disabilities Act, and the implementing regulations at 28 CFR Part 35, the Age Discrimination Act of 1975, and the implementing regulation at 24 CFR Part 146, and Section 3 of the Housing and Urban Development Act of 1968, and all other applicable laws and regulations.

The Parties agree that CDBG and, where applicable, HOME and ESG funding is prohibited for any activities in, or in support of, any cooperating City that does not affirmatively further fair housing within its own jurisdiction or that impedes the County's action to comply with its fair housing certification. The City acknowledges and agrees to HUD's 424-B Form, *Assurances and Certifications*.

7. 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.
8. The City shall report to the County of any income generated by the use of CDBG and, where applicable, HOME and ESG funds received by the City. Any such program income, if applicable, must be remitted to the County within 30 days of receipt. Such program income may be used for eligible activities in accordance with all CDBG and, where applicable, HOME and ESG, requirements as may then apply.
9. 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.
10. The City may not sell, trade or otherwise transfer all or any portion of CDBG, and, where applicable, HOME and ESG funds to another metropolitan city, urban county, unit of general local government, or Indian tribe, or insular area that directly or indirectly receives CDBG, and, where applicable, HOME and ESG funds in exchange for any other funds, credits or non-federal consideration, but must use such funds for activities eligible under Title I of the Act.
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 or termination of this Agreement.
12. All program income generated from the disposition or transfer of real property acquired or improved by the City using CDBG and, where applicable, HOME and ESG, funds or program income, during the Urban County Term, shall be subject to all the terms and conditions of this Agreement.
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 and ESG 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 and ESG 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 Entitlement Program and, where applicable, HOME and ESG programs' activities and income.
- 15. Following the end of the three-year reimbursable contract period and after resolving any financial or programmatic findings, if the City elects to leave the Los Angeles Urban County 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 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 who will 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 where applicable, HOME and ESG grant, the employee will:
 - i. Abide by the terms of the statement; and
 - ii. Notify the City in writing of his or her conviction of 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, HOME, or ESG 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 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 the implementation of paragraphs a, b, c, d, e, and f, of this Section 17.

18. This Agreement may be executed in any number of counterparts, each of which shall be effective only upon delivery, and therefore shall be deemed an original, and all of which shall constitute one and the same document, for the same effect as if all parties hereto had signed the same signature page.

The facsimile, email, or other electronically delivered signature of the Parties shall be deemed to constitute original signatures, and facsimile or electronic copies hereof shall be deemed to constitute duplicate originals.

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 LACDA, 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: _____
Principal Deputy County Counsel

_____ Date

COUNTY OF LOS ANGELES

By: _____
EMILIO SALAS, Executive Director
Los Angeles County Development Authority

APPROVED AS TO FORM:

DAWYN R. HARRISON
County Counsel

By: _____
BEHNAZ TASHAKORIAN
Principal Deputy County Counsel

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 LACDA, and the City has subscribed the same through its duly authorized officers, on the day, month, and year first above written.

CITY OF BELL

By: _____
MAYOR OR DESIGNEE (Signature)

Print Name, Title

ATTEST:
City Clerk

By: _____

APPROVED AS TO FORM:

By: _____
CITY ATTORNEY